

**TOWN OF LYONS, COLORADO  
RESOLUTION 2016-47**

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT AGREEMENT AND  
TEMPORARY CONSTRUCTION ACCESS EASMENT AGREEMENT AND APPROVING  
THAT CERTAIN AGREEMENT REGARDING INTENT TO ANNEX THE WILLIAMS  
PROPERTY**

**WHEREAS**, the Town of Lyons (the "Town") has the authority to negotiate and accept interests in land, including easements; and

**WHEREAS**, the Town and Craig Ferguson ("Ferguson") and Mamie Davis and Jerry Moore have agreed on the terms of a perpetual easement agreement (the "Easement Agreement") and temporary construction easement agreement (the "TCE"); and

**WHEREAS**, Ferguson and Davis & Moore are referred to collectively in the Easement Agreement and the TCE as the "Grantor"; and

**WHEREAS**, the Grantor owns certain property referred to in the Easement Agreement as the "Festival Property" and also commonly referred to as the Planet Bluegrass property; and

**WHEREAS**, the form and content of the Easement Agreement and TCE have been reviewed and accepted by the Grantor; and

**WHEREAS**, the primary purpose of the TCE is to facilitate the Town's construction of certain public utility lines and related improvements across property owned of record by the Grantor; and

**WHEREAS**, a copy of the Easement Agreement is attached to this Resolution as **Exhibit 1** and a copy of the TCE is attached as **Exhibit 2** and both easement documents are incorporated by reference; and

**WHEREAS**, Ferguson owns certain property referred to in the Easement Agreement as the "Williams Property" consisting of thirty (30) acres, more or less; and

**WHEREAS**, the Easement Agreement sets forth that Ferguson intends to seek to annex the Williams Property to the Town at a future date in order to develop the same to provide additional facilities to support the Festival Property; and

**WHEREAS**, the Town desires to establish a timeframe within which Ferguson will commit to initiating the annexation process; and

**WHEREAS**, the Town and Ferguson have agreed on the terms and conditions of that certain Agreement Regarding Intent to Petition to Annex the Williams Property (the "Agreement"), a copy of which is attached to this Resolution as **Exhibit 3** and is incorporated by reference; and

**WHEREAS**, the Board of Trustees of the Town desires to: (1) formally accept the Easement Agreement and TCE; and (2) formally approve the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:**

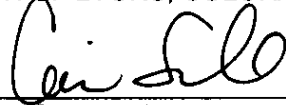
Section 1. The Board of Trustees of the Town of Lyons hereby: (a) approves the Easement Agreement in the form attached hereto as **Exhibit 1**; (b) approves the TCE in the form attached hereto as **Exhibit 2**; (c) approves the Agreement in the form attached hereto as **Exhibit 3**; (d) authorizes the Town Administrator and the Town Attorney to negotiate non-material changes to the Easement Agreement, TCE and Agreement in order to finalize same prior to execution by the Mayor; (e) authorizes the Mayor to execute the Easement Agreement, the TCE and the Agreement in substantially the form attached hereto upon approval of the final form of the documents by the Town Attorney; and (f) delegates authority to the Town Administrator or her designee to provide the written notice of extension of the TCE to the Grantor, as authorized in Paragraph 1 of the TCE, if and to the extent the same becomes necessary.

Section 2. Following the full execution of the Easement Agreement, the Town Clerk is instructed to cause the same to be recorded in the real property records of Boulder County, Colorado. In accordance with Paragraph 12 of the TCE and Paragraph 6 of the Agreement, these documents shall not be recorded in the real property records of Boulder County, Colorado.

Section 3. This Resolution shall take effect immediately.

ADOPTED THIS 2nd DAY OF MAY, 2016.

TOWN OF LYONS, COLORADO

  
\_\_\_\_\_  
Connie Sullivan, Mayor



Attachments to Resolution:

- Exhibit 1 – Easement Agreement
- Exhibit 2 – Temporary Construction Easement Agreement
- Exhibit 3 – Agreement Regarding Intent to Petition to Annex the Williams Property

**Exhibit 1**

Easement Agreement

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of this 2nd day of May 2016, by and between **CRAIG FERGUSON ("Ferguson")**, and **MAMIE DAVIS and JERRY MOORE ("Davis & Moore")**, whose legal address is 500 W. Main Street, Lyons, Colorado 80540 (collectively, Ferguson and Davis & Moore are referred to as "Grantor"), and the **TOWN OF LYONS**, a statutory municipality of the State of Colorado, whose address is 432 5<sup>th</sup> Avenue, Lyons, CO 80540 ("Town" or "Grantee") (collectively, the "Parties").

WHEREAS, Ferguson is the 95% owner and Davis & Moore are the 5% owner of the real property described on Exhibit A attached hereto (the "Festival Property");

WHEREAS, Ferguson is the 100% owner of the property described on Exhibit B attached hereto (the "Williams Property");

WHEREAS, some, but not all, of the Williams Property is situated within the current boundaries of the Town;

WHEREAS, Ferguson intends to annex the Williams Property to the Town and develop the same to provide additional facilities to support the Festival Property, and in connection therewith requires a three-quarter inch (3/4") potable water tap into the Town's potable water supply, and a four inch (4") sewer tap to connect to the Town's sanitary sewer facilities, both of which lines run through the Festival Property;

WHEREAS, the water and sewer lines running through the Festival Property were damaged during the 2013 flood event, and were thereafter repaired and relocated on and under the Festival Property;

WHEREAS, the Parties are entering into this Agreement to create a formal perpetual non-exclusive easement for the relocated water and sewer lines and electric connections, and to provide the Town with an additional connection to the water line to serve certain properties on the west side of Highway 36.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant. FOR AND IN CONSIDERATION of the Town granting Ferguson the right to connect a three-quarter inch (3/4") waterline into the Town's potable water supply line for use on the Williams Property (or Festival Property) without paying the normal connection or tap fee for same as set forth in Section 13-3-90(b)(1) of the Lyons Municipal Code, as may be

amended, and in consideration of the Town granting Ferguson the right to connect a four inch (4") sewer line into the Town's sanitary sewer line for use on the Williams Property (or Festival Property) without paying the normal wastewater connection fee for same as set forth in Section 13-4-80(c) of the Municipal Code, as may be amended, the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns a perpetual non-exclusive easement (the "Easement"), in, to, through, over, under and across those certain parcels of real property located in Boulder County, Colorado, as more particularly described in **Exhibit C, Exhibit D Exhibit E, Exhibit F and Exhibit G** attached hereto and incorporated herein by this reference (collectively, the "Premises") for (i) vehicular and pedestrian ingress and egress and (ii) to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain water, sanitary sewer, electric and/or related public utility improvements, including lines and mains, manholes, conduits, ventilators, lampholes, cables, electrical facilities and apparatus, landscaping improvements, riprap, boulders, wingwalls, drop structures and channel improvements and related improvements and appurtenances thereto (collectively, the "Improvements") in, to, through, over, under and across the Premises, subject and pursuant to the terms and conditions set forth herein. Nothing in this Agreement shall waive or modify any of the dedication and fee requirements set forth in Article 14 of Chapter 17 of the Lyons Municipal Code.

2. Limitations on Use. The Grantor shall not construct or place any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any landscaping features, trees or shrubs, on any part of the Premises without having first obtained the prior written consent of the Grantee, which consent shall not be unreasonably withheld if Grantor's proposed improvements will not interfere with the Grantee's use of the Easement granted hereby; provided that, (i) the Grantor may plant vegetation within the Premises without such consent so long as no plants, trees or shrubs exceed 48" in height at maturity and the root system of the vegetation will not interfere with or damage the Improvements, and (ii) the Grantor may pave the surface of the Premises without such consent. Any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or any landscaping features, trees or shrubs situated on the Premises as of the date of this Agreement or subsequently placed thereon may be removed by the Grantee without liability for damages arising therefrom. Additionally, if the Grantor violates these restrictions or if Grantor's actions cause damage to Grantee's Improvements, the Grantor will be liable for the cost to correct such violation or damage.

3. Access. The Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement.

4. Restoration. Upon completion of any of its activities which disturb the surface of the Premises, the Grantee shall restore the grade and pavement/surface materials of the Premises to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from installations by the Grantee shall be removed from the Premises at the sole expense of the Grantee. The Grantee agrees that for a period of one (1) year following completion of any of its activities which disturb the surface of the Premises, the Grantee will maintain the surface elevation by correcting any settling or subsiding that may occur as a result of the work done by the Grantee.

5. Maintenance. Grantee shall maintain the Improvements in good working condition, without leaks, exposed pipes, or spills, at Grantee's sole cost and expense. In the event of one or more leaks or spills, Grantee will promptly repair the leaks and/or clean up the spills, and repair and restore any damage caused by the leaks or spills to the Festival Property and the improvements situated thereon. Aesthetic maintenance (including but not limited to the mowing of lawns, grasses and the trimming of bushes and shrubs) shall not be performed by Grantee.

6. Certain Reserved Rights. Except as otherwise provided in this Agreement, the Grantor reserves the rights to use the Premises and to grant further easement interests in the Premises to other grantees so long as (i) such interests and uses do not materially or unreasonably interfere with the use of the Grantee, as determined by Grantee, its successors and assigns as permitted herein, and (ii) Grantor does not allow any other utility lines or facilities to be located within six feet (6') of any Improvements without obtaining Grantee's prior written consent.

7. Subjacent and Lateral Support; Earth Cover. The Grantee shall have the right of subjacent and lateral support for the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements or modify or impair the earth cover over any installed lines, mains or other underground Improvements.

8. Assignment. The Grantee shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use, and all obligations associated with, the Easement as is granted to and accepted by the Grantee herein.

9. Title. The Grantor represents and warrants that it owns the Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid. The Grantor, for itself, its heirs, personal representatives, successors and assigns, does covenant and agree that it shall warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under Grantor.

10. Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and are to run with the land.

11. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

12. Section Headings. The section headings contained herein are included for reference purposes only.

13. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:            Craig C. Ferguson  
                                 500 West Main Street  
                                 P.O. Box 769  
                                 Lyons, CO 80540

With a copy to:        Erik Foster  
                                 Moye White LLP  
                                 1400 16th Street  
                                 6th Floor  
                                 Denver, CO 80202

If to Grantee:            Town of Lyons  
                                 Attn: Town Administrator  
                                 432 5th Street  
                                 Lyons, CO 80540

With a copy to:        Town of Lyons  
                                 Town Attorney  
                                 c/o Michow Cox & McAskin LLP  
                                 6530 S. Yosemite Street, Suite 200  
                                 Greenwood Village, CO 80111

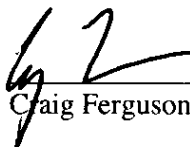
14. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

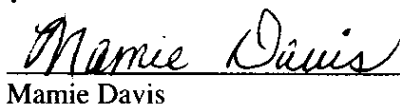

15. Indemnification. To the greatest extent permitted by law, Grantee expressly agrees to, and shall, indemnify and hold harmless the Grantor from any and all claims, damages, liability, or court awards, including costs and attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone in connection with or arising from Grantee's use of the Premises as authorized by this Agreement. The Parties acknowledge and agree that sovereign immunity is waived by the Town in an action for injuries resulting from and related to the operation of a public water facility, public sanitation

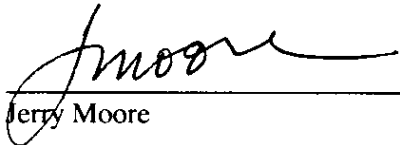
facility, or public electrical facility to the extent set forth in Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first set forth above.

**GRANTOR:**


  
\_\_\_\_\_  
Craig Ferguson

   
\_\_\_\_\_  
Mamie Davis

  
\_\_\_\_\_  
Jerry Moore

**GRANTEE:**

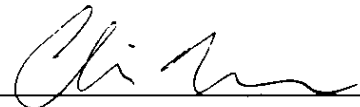
TOWN OF LYONS, COLORADO

By:   
\_\_\_\_\_  
Connie Sullivan, Mayor, Authorized  
pursuant to Resolution No. 16-47

**LENDER:**

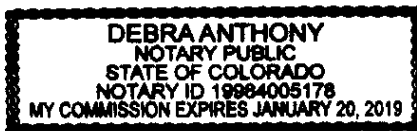
Agreed and Consented to this 12<sup>th</sup> day of July, 2016.

ALPINE BANK  
A Colorado Banking Corporation

By:   
\_\_\_\_\_  
Its: President

[Notary blocks for all signatories to this document follow].





STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

The foregoing instrument was subscribed to and acknowledged before me this 2nd day of May, 2016, by Connie Sullivan as the Mayor of the TOWN OF LYONS, COLORADO, for and on behalf of the Town.

Witness my hand and official seal.  
My commission expires: 1/20/2019

Debra Anthony  
Notary Public

[SEAL]

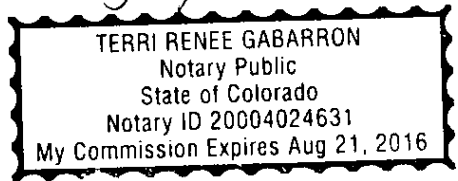
STATE OF COLORADO )  
COUNTY OF San Miguel ) ss.

The foregoing instrument was subscribed to and acknowledged before me this 12th day of July, 2016, by Chris Naughton as President of Alpine Bank, a Colorado Banking Corporation, for and on behalf of the Bank.

Witness my hand and official seal.  
My commission expires: 8/21/16

TERRI RENEE GABARRON  
Notary Public

[SEAL]



STATE OF COLORADO )  
COUNTY OF Sumner ) ss.

The foregoing instrument was acknowledged before me this 29 day of April, 2016, by Craig Ferguson.

Witness my hand and official seal.  
My commission expires: 4/29/16

Heather F. Feb  
Notary Public

[SEAL]

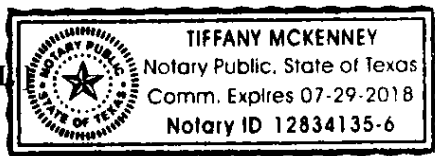
Texas  
STATE OF ~~COLORADO~~ )  
COUNTY OF Collin ) ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2016, by Mamie Davis.

Witness my hand and official seal.  
My commission expires: July 29 2018

Tiffany McKenny  
Notary Public

[SEAL]



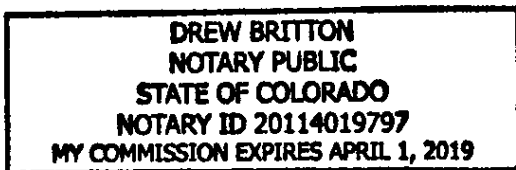
STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 2016, by Jerry Moore.

Witness my hand and official seal.  
My commission expires: 4-1-2019

Drew Britton  
Notary Public

[SEAL]





**EXHIBIT A****Festival Property**

A tract of land located in the Southeast  $\frac{1}{4}$  Northwest  $\frac{1}{4}$  and in the Northeast  $\frac{1}{4}$  Southwest  $\frac{1}{4}$  of Section 18, Township 3 North, Range 70 West of the 6th Principal Meridian, Town of Lyons, County of Boulder, State of Colorado, said tract being more particularly described as follows:

Beginning at the Northeast corner (1 2-inch aluminum cap) of said Southeast  $\frac{1}{4}$  Northwest  $\frac{1}{4}$  from whence the South quarter corner (1 1-1/4" steel pin) bears South 1 degree 06 minutes 30 seconds West and with all other bearings contained herein relative thereto; thence South 1 degree 06 minutes 30 seconds West, 1493.36 feet to a point on the North right of way of Colorado Highway 36; thence along said North right of way line the following courses and distances:

North 37 degree 27 minutes 00 seconds West, 438.40 feet; thence North 51 degrees 20 minutes 00 seconds West, 206.20 feet; thence North 36 degrees 27 minutes 00 seconds West, 876.14 feet to a point on the approximate centerline of North St. Vrain Creek;

Thence leaving said right of way line and along said North St. Vrain Creek centerline the following courses and distances:

North 52 degrees 23 minutes 00 seconds East, 20.00 feet; thence North 56 degrees 43 minutes 26 seconds East, 482.52 feet to a point on the North line of said Southeast  $\frac{1}{4}$  Northwest  $\frac{1}{4}$ , Section 18;

Thence leaving said creek centerline, South 96 degrees 48 minutes 06 seconds East, 632.10 feet to the Point of Beginning.

EXCEPT those portions thereof described in Rule and Order recorded January 9, 2009, under Reception No. 2972745.

**EXHIBIT B****Williams Property**

A portion of the Northwest quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:

Beginning at a point on the West line of said Northwest quarter, said point being a stone with a cross chiseled on top, from whence the West quarter corner of said Section 18 bears South, 1313.65 feet; thence South 86°20' East, a distance of 396.00 feet; thence South, a distance of 1096.47 feet to a point on a fenceline, said fenceline being the Northerly right of way boundary of the Old North St. Vrain Road; thence along said boundary fenceline the following courses and distances:

South 80°56'15" East, a distance of 97.07 feet; North 88°23'30" East, a distance of 214.50 feet, North 71°31' East, a distance of 101.32 feet, North 60°27'18" East, a distance of 140.74 feet, North 45°05' East, a distance of 286.37 feet, North 53°28'24" East, a distance of 130.58 feet, North 59°48'08" East, a distance of 155.21 feet, North 60°18'57" East, a distance of 336.15 feet to a point on the Southerly right of way boundary of Colorado State Highway No. 66; thence along said right of way boundary. 0.5 feet South of the right of way fenceline and approximately parallel to said fenceline, the following courses and distances: North 37°38'30" West, a distance of 103.72 feet to a fence corner on the Northerly bank of North St. Vrain Creek, North 37°38'30" West, a distance of 203.92 feet, North 41°56'30" West, a distance of 121.28 feet, North 49°45' West, a distance of 191.84 feet, North 58°39'30" West, a distance of 160.58 feet, North 68°12' West, a distance of 190.08 feet, North 77°09'30" West, a distance of 137.92 feet, North 84°02' West, a distance of 140.29 feet, South 89°26' West, a distance of 121.08 feet, South 82°18'30" West, a distance of 136.03 feet, South 76°31'10" West, a distance of 145.00 feet, South 74°05'30" West, a distance of 268.02 feet to a point on the West line of the aforementioned Northwest quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning. County of Boulder, State of Colorado.

EXHIBIT C

Easement Premises (2 pages)

**EXHIBIT "C"**  
 LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70  
 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO  
 SHEET 1 OF 2

AN EASEMENT FOR UTILITY PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.94 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3/8" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, 1/2 COR. S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.


COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH-SOUTH SECTION CENTERLINE, A DISTANCE OF 2417.71 FEET, TO THE SOUTHERLY-MOST CORNER OF PARCEL BEING HEREIN IN QUICLAIM FEET WITH B. ALLEN COUNTY AT RECEPTION NO. 1704425, DATED JUNE 6, 1997, SAID POINT BEING THE POINT OF BEGINNING, THENCE ALONG SAID PARCEL BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 37°33'47" WEST, A DISTANCE OF 443.33 FEET;
- 2) THENCE NORTH 51°35'47" WEST, A DISTANCE OF 206.20 FEET;
- 3) THENCE NORTH 37°33'47" WEST, A DISTANCE OF 195.45 FEET;

THENCE DEPARTING SAID BOUNDARY, NORTH 52°24'01" EAST, A DISTANCE OF 37.13 FEET, THENCE NORTH 00°58'39" WEST, A DISTANCE OF 100.61 FEET; THENCE NORTH 12°58'16" WEST, A DISTANCE OF 152.46 FEET; THENCE NORTH 19°18'16" WEST, A DISTANCE OF 210.55 FEET; THENCE NORTH 83°37'09" WEST, A DISTANCE OF 349.26 FEET; THENCE NORTH 79°07'24" WEST, A DISTANCE OF 224.52 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL; THENCE NORTH 37°33'47" WEST, A DISTANCE OF 44.49 FEET TO THE WESTERLY-MOST CORNER OF SAID PARCEL; THENCE NORTH 52°15'56" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 19.66 FEET; THENCE CONTINUING ALONG SAID PARCEL BOUNDARY NORTH 58°36'22" EAST, A DISTANCE OF 5.14 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 34.66 FEET; THENCE SOUTH 79°07'24" EAST, A DISTANCE OF 214.05 FEET; THENCE SOUTH 83°37'09" EAST, A DISTANCE OF 164.01 FEET; THENCE SOUTH 19°18'16" EAST, A DISTANCE OF 227.65 FEET; THENCE NORTH 12°58'16" EAST, A DISTANCE OF 152.13 FEET; THENCE NORTH 89°01'21" EAST, A DISTANCE OF 48.79 FEET; THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 11.27 FEET; THENCE SOUTH 89°01'21" WEST, A DISTANCE OF 47.66 FEET; THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 195.22 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 121.66 FEET; THENCE SOUTH 51°35'47" EAST, A DISTANCE OF 206.20 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 426.36 FEET TO A POINT ON THE NORTH-CENTERLINE OF SECTION 18, THENCE SOUTH 00°59'10" WEST, A DISTANCE OF 24.07 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 39,342 SQ. FT. OR 0.90 ACRES, MORE OR LESS

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSEE IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATRONS, INC. THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MOUNTAINTED LAND SURVEY OR TO VIOLATE LAND IN VIOLATION OF STATE STATUTE



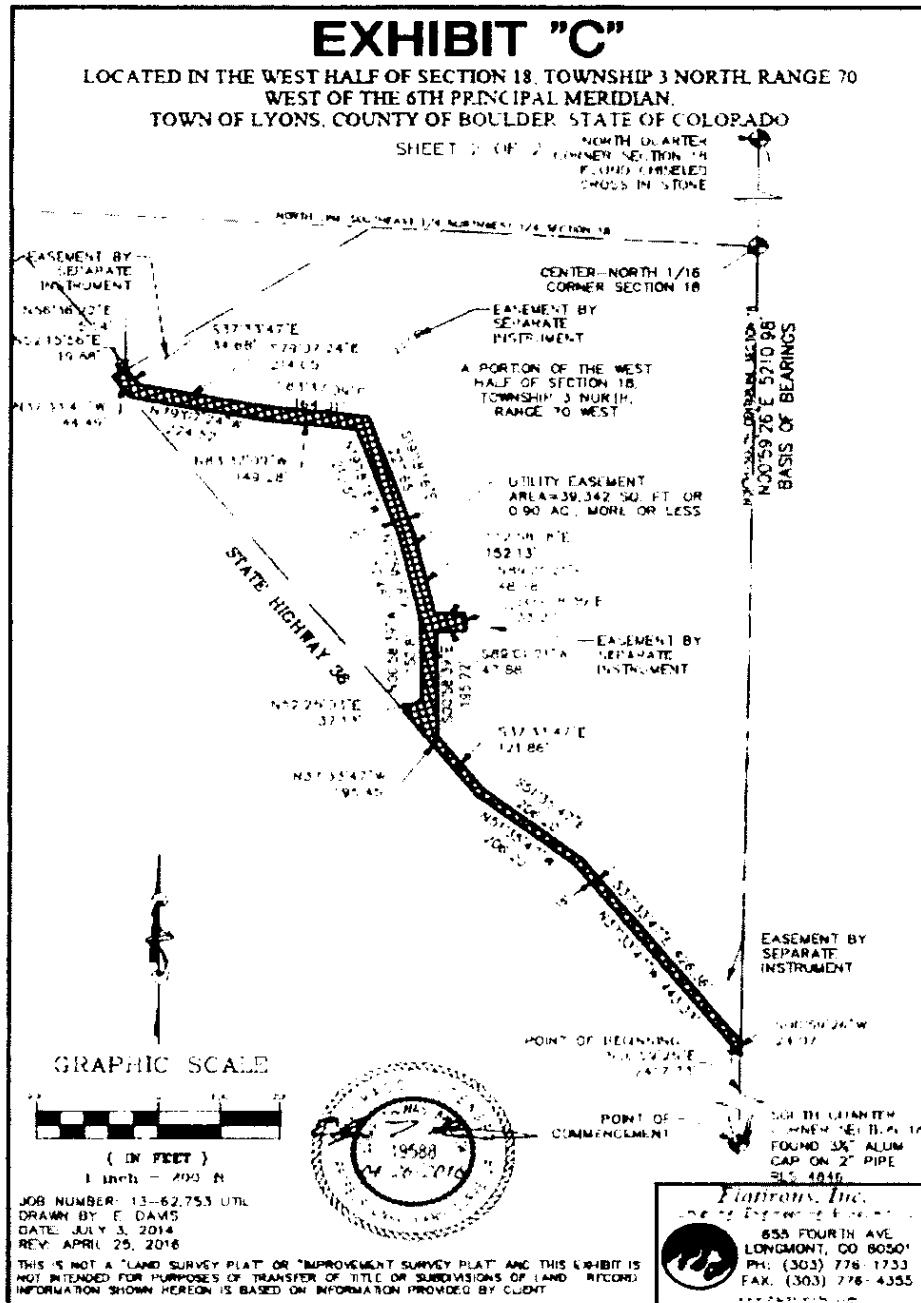
EDGAR T. BRISTOW  
 COLORADO P.L.S. #27456  
 INSTRUMENT, FLATRONS, INC. JOB NO. 13-62,753

JOB NUMBER: 13-62,753 UTI  
 DRAWN BY: E. DAVIS  
 DATE: JULY 3, 2014  
 REV: APRIL 25, 2018

**Flatrons, Inc.**  
 Surveying, Engineering & Consulting

855 FOURTH AVE.  
 LONGMONT, CO 80501  
 PH: (303) 778-1733  
 FAX: (303) 778-4155

THIS IS NOT A LAND SURVEY. THIS INSTRUMENT IS A CONVEYANCE PLAT AND THIS INSTRUMENT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. NO WARRANTY IS MADE HEREIN AS TO THE ACCURACY OF INFORMATION PROVIDED BY CLIENT.



## EXHIBIT D

Easement Premises (3 pages)

**EXHIBIT "D"**

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70  
WEST OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO  
SHEET 1 OF 3

AN EASEMENT FOR ELECTRICAL PURPOSES OVER AND ACROSS A PORTION OF  
LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE  
70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF  
BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH  
00°59'26" EAST, A DISTANCE OF 5210.88 FEET BETWEEN A FOUND CHISELED  
CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3/4" ALUMINUM  
CAP ON 2" PIPE, MARKED "RLS 4848, 1992, 1/4 COR. S18/S19, T3N, R70W" AT  
THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE  
THERE TO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18, THENCE  
SOUTH 00°59'26" WEST, ALONG SAID NORTH-SOUTH SECTION CENTERLINE, A  
DISTANCE OF 1299.87 FEET, TO A POINT ON THE NORTHEAST CORNER OF THAT  
PARCEL DESCRIBED IN QUITCLAIM DEED RECORDED WITH BOULDER COUNTY AT  
RECEPTION NO. 1704495, DATED JUNE 6, 1997; THENCE, ALONG SAID PARCEL  
BOUNDARY, NORTH 86°54'08" WEST, A DISTANCE OF 631.84 FEET; THENCE,  
CONTINUING ALONG SAID PARCEL BOUNDARY, SOUTH 58°36'22" WEST, A  
DISTANCE OF 477.70 FEET TO A POINT ON A PROPOSED UTILITY EASEMENT;  
THENCE ALONG SAID UTILITY EASEMENT BY SEPARATE INSTRUMENT; THE  
FOLLOWING THREE (3) COURSES:

- 1) SOUTH 37°33'47" EAST, A DISTANCE OF 34.88 FEET;
- 2) THENCE SOUTH 79°07'24" EAST, A DISTANCE OF 214.05 FEET;
- 3) THENCE SOUTH 83°37'09" EAST, A DISTANCE OF 131.41 FEET, TO THE  
POINT OF BEGINNING;

JOB NUMBER 13-62-703 ELEC.  
DRAWN BY E. DAVIS  
DATE JULY 1, 2014  
REV. APRIL 22, 2018

THIS IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AND THIS EXHIBIT IS  
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND RECORD  
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT

**Flannery, Inc.**

Surveying and Engineering, Inc.

885 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 778-1733  
FAX: (303) 778-4300



www.flanneryinc.com



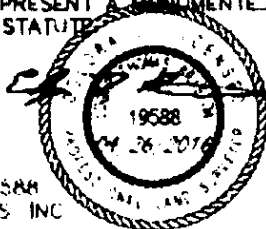
# EXHIBIT "D"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70  
WEST OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO  
SHEET 2 OF 3

THENCE NORTH 08°22'51" EAST, A DISTANCE OF 59.10 FEET; THENCE NORTH  
47°38'38" EAST, A DISTANCE OF 148.09 FEET; THENCE SOUTH 42°20'22" EAST,  
A DISTANCE OF 10.00 FEET; THENCE SOUTH 47°38'38" WEST, A DISTANCE OF  
142.33 FEET; THENCE SOUTH 08°22'51" WEST, A DISTANCE OF 55.33 FEET, TO  
A POINT ON SAID UTILITY EASEMENT BY SEPARATE INSTRUMENT; THENCE  
NORTH 83°37'09" WEST, ALONG SAID EASEMENT, A DISTANCE OF 10.00 FEET,  
TO THE POINT OF BEGINNING

SAID EASEMENT CONTAINING 2.014 SQ.FT. OR 0.05 ACRES, MORE OR LESS

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO  
HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL  
DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED  
BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS  
NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN  
VIOLATION OF STATE STATUTE




EDGAR T. BRISTOW  
COLORADO P.L.S. #19688  
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13-62,753

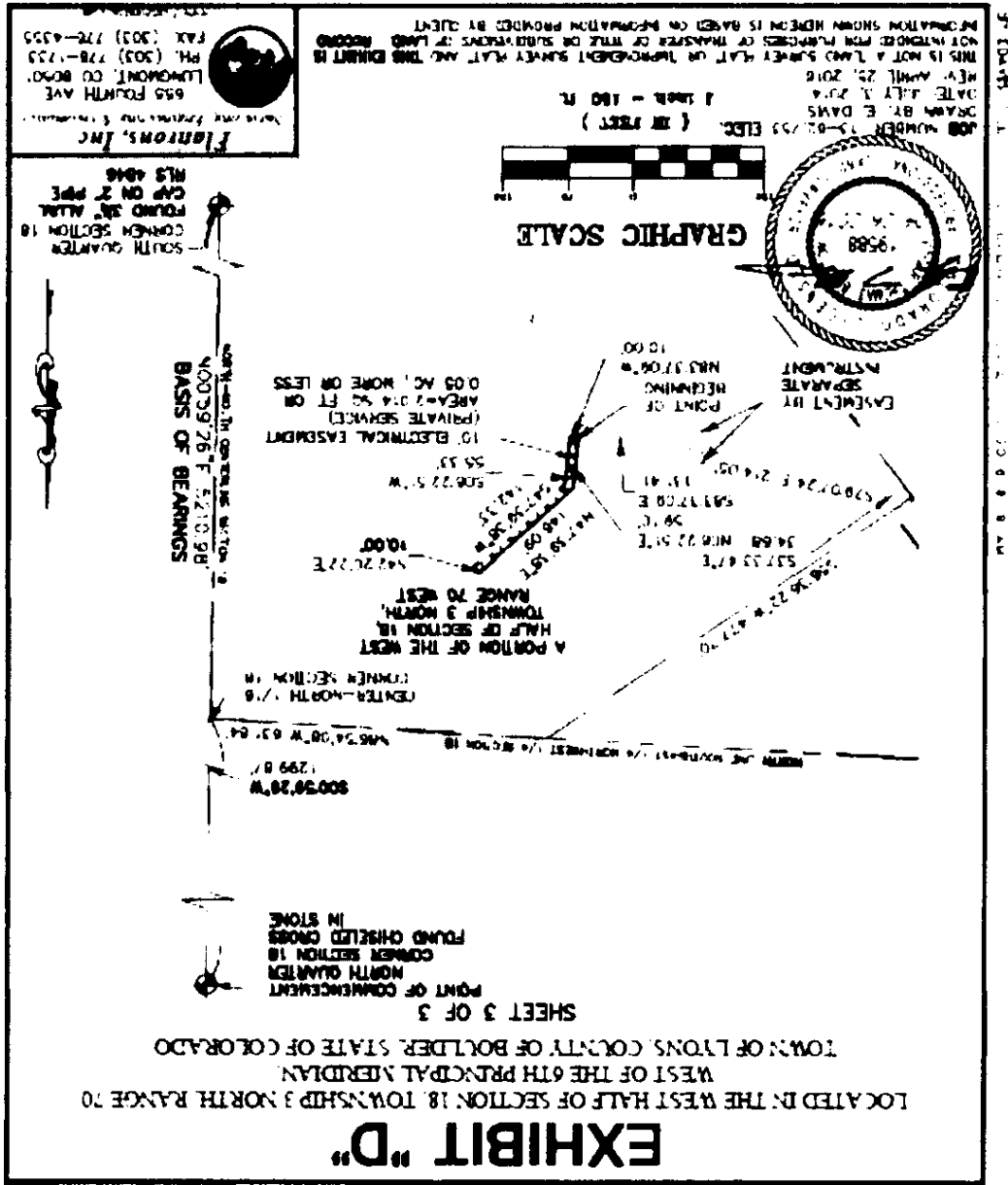
JOB NUMBER: 13-62,753 ELEC.  
DRAWS BY: E. DAVIS  
DATE: JULY 3, 2014  
REV: APRIL 28, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS  
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD  
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Surveying, Engineering, & Construction



855 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4350  
www.flatirons.com



**EXHIBIT E****Easement Premises (2 pages)****EXHIBIT "E"**

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70  
WEST OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT FOR ELECTRIC PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/519, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

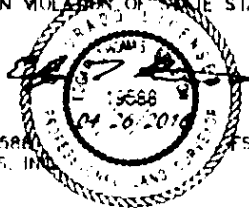
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH-SOUTH SECTION CENTERLINE, A DISTANCE OF 2441.82 FEET, TO A POINT ON A PROPOSED UTILITY EASEMENT, SAID POINT BEING 15' MEASURED PERPENDICULARLY NORTHEAST FROM THE SOUTHWEST BOUNDARY OF THAT PROPERTY DESCRIBED IN QUITCLAIM DEED RECORDED WITH BOULDER COUNTY AT RECEPTION NO. 1704495, DATED JUNE 6, 1997; THENCE ALONG SAID PROPOSED UTILITY EASEMENT THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 37°33'47" WEST, A DISTANCE OF 428.36 FEET;
- 2) THENCE NORTH 51°35'47" WEST, A DISTANCE OF 206.20 FEET;
- 3) THENCE NORTH 37°33'47" WEST, A DISTANCE OF 121.86 FEET;
- 4) THENCE NORTH 00°58'39" WEST, A DISTANCE OF 195.22 FEET;
- 5) THENCE NORTH 89°01'21" EAST, A DISTANCE OF 47.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°58'39" WEST, ALONG SAID PROPOSED EASEMENT, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°01'21" EAST, A DISTANCE OF 45.18 FEET; THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°01'21" WEST, A DISTANCE OF 45.18 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 452 SQ. FT. OR 0.01 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



EDGAR T. BRISTOW  
COLORADO P.L.S. #19588  
PRESIDENT, FLATIRONS, INC. PLS. JOB NO. 13-62,753

JOB NUMBER: 13-62,753 ELEC. 2  
DRAWN BY: E. DAVIS  
DATE: JULY 3, 2014  
REV: APRIL 23, 2018

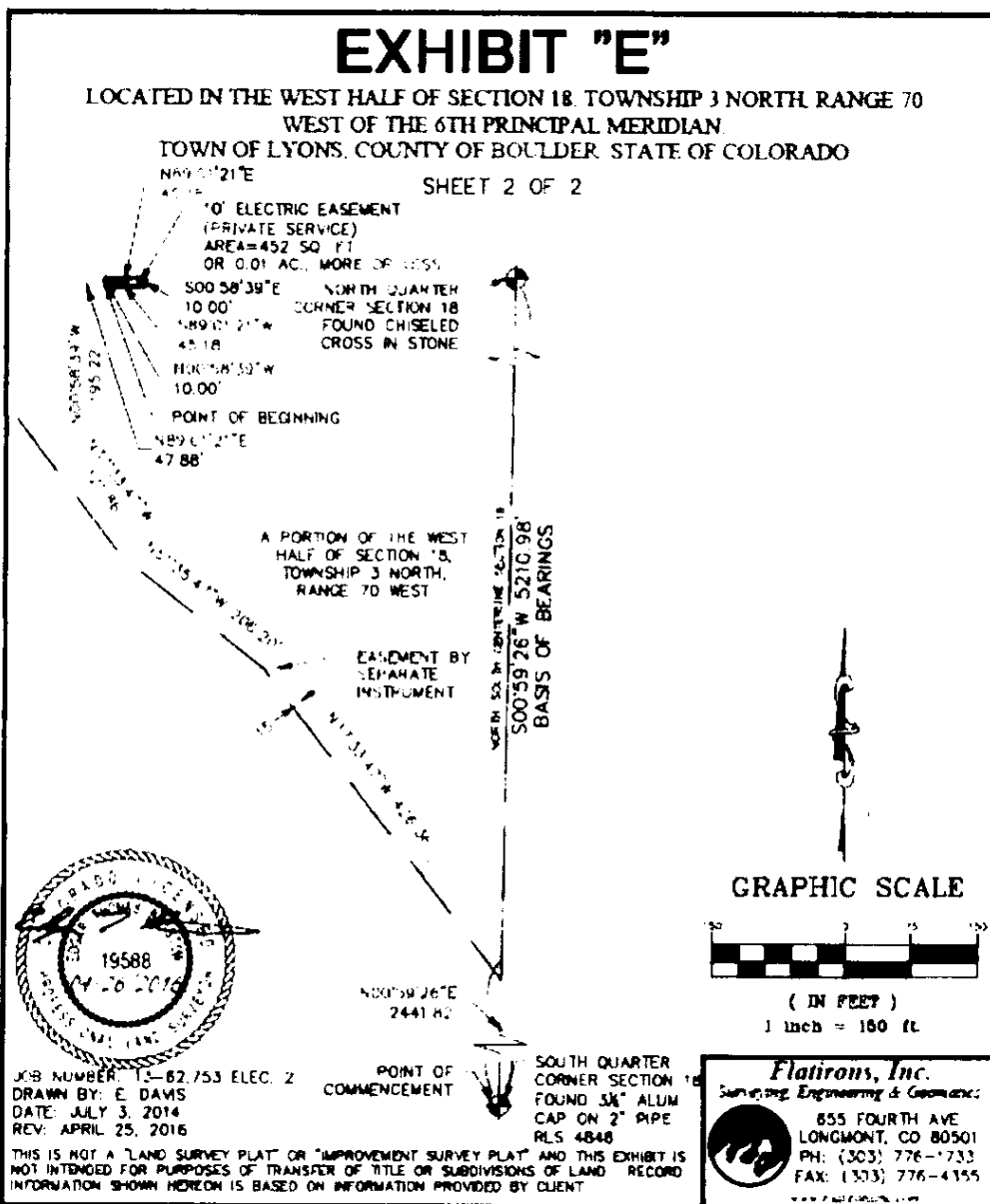
**Flatirons, Inc.**

Surveying, Engineering & Geomatics



855 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1731  
FAX: (303) 776-4355

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



**EXHIBIT F**

**Easement Premises (3 pages)**

**EXHIBIT "F"**

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70  
WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO  
SHEET 1 OF 3

AN EASEMENT FOR WATER MAIN PURPOSES OVER AND ACROSS A PORTION OF  
LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70  
WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER,  
STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH  
00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS  
IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON  
2" PIPE, MARKED "RLS 4846, '992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH  
QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18, THENCE  
SOUTH 00°59'26" WEST, ALONG SAID NORTH-SOUTH SECTION CENTERLINE, A  
DISTANCE OF 1299.87 FEET, TO A POINT ON THE NORTHEAST CORNER OF PARCEL  
DESCRIBED IN QUITCLAIM DEED RECORDED WITH BOULDER COUNTY AT RECEPTION  
NO. 1704495, DATED JUNE 6, 1997; THENCE, ALONG SAID PARCEL BOUNDARY THE  
FOLLOWING TWO (2) COURSES:

- 1) NORTH 86°54'08" WEST, A DISTANCE OF 631.84 FEET;
- 2) THENCE SOUTH 56°36'22" WEST, A DISTANCE OF 411.78 FEET, TO THE  
POINT OF BEGINNING;

THENCE SOUTH 73°44'19" EAST, A DISTANCE OF 118.30 FEET;



JOB NUMBER: 13-62,753 WTR  
DRAWN BY: E. DAMS  
DATE: JULY 3, 2014  
REV: APRIL 28, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Surveying, Engineering & Geomatics



655 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355  
www.flatironsinc.com

BY LPH/STK/EJ 13-62753 EAST WTR DWG 04.14

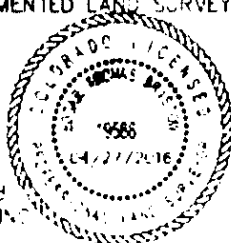
# EXHIBIT "F"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70  
WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO  
SHEET 2 OF 3

THENCE SOUTH 46°59'54" EAST, A DISTANCE OF 106.66 FEET; THENCE NORTH  
83°37'09" WEST, A DISTANCE OF 15.36 FEET; THENCE NORTH 79°07'24" WEST, A  
DISTANCE OF 10.98 FEET; THENCE NORTH 46°59'54" WEST, A DISTANCE OF 81.47  
FEET; THENCE NORTH 73°44'19" WEST, A DISTANCE OF 127.48 FEET, TO A POINT  
ON SAID PARCEL BOUNDARY; THENCE, ALONG SAID PARCEL BOUNDARY, NORTH  
56°36'22" EAST, A DISTANCE OF 19.68 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 3,261 SQ.FT. OR 0.07 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO  
HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION  
AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR  
UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED  
TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF  
STATE STATUTE.



EDGAR T. BRISTOW  
COLORADO P.L.S. #19228  
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13-62,753

JOB NUMBER: 13-62,753 WTR  
DRAWN BY: E. DAMS  
DATE: JULY 3, 2014

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**Flatirons, Inc.**  
Surveying, Engineering & Geomatics



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LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355  
[www.flatirons.com](http://www.flatirons.com)

# EXHIBIT "F"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3

POINT OF COMMENCEMENT  
NORTH QUARTER  
CORNER SECTION 18  
FOUND CHISELED CROSS  
IN STONE

S00°59'26"W  
1299.87'

NORTH LINE SOUTHWEST 1/4 NORTHWEST 1/4 SECTION 18 N86°54'08"W 631.84'

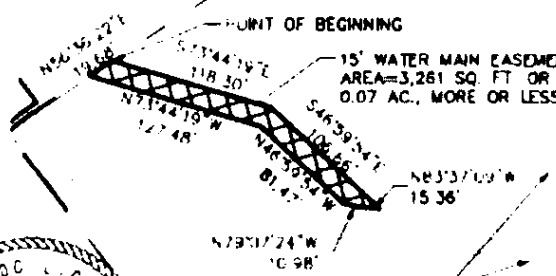
CENTER-NORTH 1/16  
CORNER SECTION 18

S29°55'27"W 411.78'

A PORTION OF THE WEST  
HALF OF SECTION 18,  
TOWNSHIP 3 NORTH, RANGE  
70 WEST

POINT OF BEGINNING

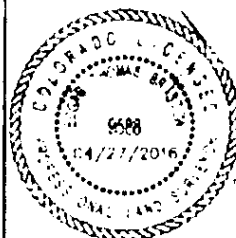
15' WATER MAIN EASEMENT  
AREA=3,261 SQ. FT. OR  
0.07 AC., MORE OR LESS



EASEMENT BY  
SEPARATE  
INSTRUMENT

NORTH-SOUTH CENTERLINE SECTION 18  
N00°59'26\" E 5210.98'  
BASIS OF BEARINGS

SOUTH QUARTER  
CORNER SECTION 18  
FOUND 3/4\" ALUM.  
CAP ON 2\" PIPE  
RLS 4848




GRAPHIC SCALE



JOB NUMBER: 13-62.753 WTR ( IN FEET )  
DRAWN BY: E. DAMS  
DATE: JULY 3, 2014 1 inch = 100 ft.

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT

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 Surveying, Engineering & Geomatics



655 FOURTH AVE.  
 LONGMONT, CO 80501  
 PH (303) 776-1753  
 FAX (303) 776-4355  
 www.flatirons.com

**EXHIBIT G**

**Easement Premises (2 pages)**

**EXHIBIT "G"**

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT FOR WATER MAIN PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

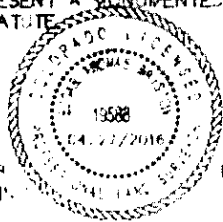
CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH-SOUTH SECTION CENTERLINE, A DISTANCE OF 2543.34 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 89°00'34" WEST, A DISTANCE OF 80.92 FEET TO THE NORTHEASTERLY LINE OF AN EASEMENT BY SEPARATE INSTRUMENT; THENCE ALONG SAID SEPARATE INSTRUMENT NORTH 37°33'47" WEST, A DISTANCE OF 19.18 FEET; THENCE SOUTH 89°00'34" EAST, A DISTANCE OF 92.88 FEET TO A POINT ON SAID NORTH-SOUTH CENTERLINE; THENCE, ALONG SAID SECTION LINE, SOUTH 00°59'26" WEST, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1,304 SQ.FT. OR 0.03 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



EDGAR T. BRISTOW  
COLORADO P.L.S. #19588  
PRESIDENT, FLATIRONS, INC.

FSI JOB NO 13-62,753

JOB NUMBER: 13-62,753 WTR 2  
DRAWN BY: E DAVIS  
DATE: JULY 3, 2014  
REV: APRIL 26, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*



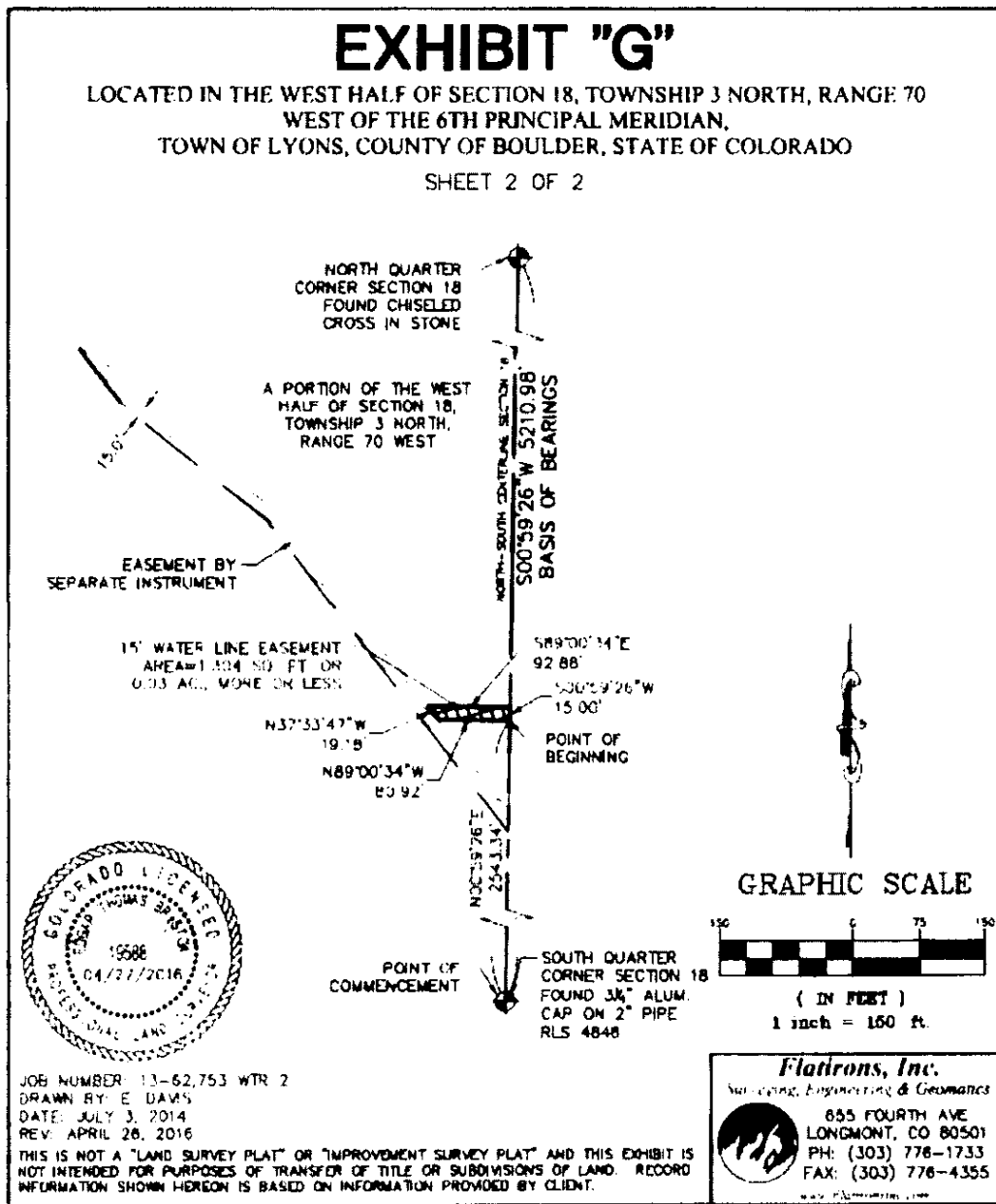
655 FOURTH AVE  
 LONGMONT, CO 80501  
 PH: (303) 776-1733  
 FAX: (303) 776-4355



# EXHIBIT "G"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



JOB NUMBER: 13-62,753 WTR 2  
DRAWN BY: E. DAVIS  
DATE: JULY 3, 2014  
REV: APRIL 28, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.