

TOWN OF LYONS, COLORADO
RESOLUTION 2016 -4

WHEREAS, the Town of Lyons (the "Town") has the authority to enter into contracts for any lawful municipal purpose and to acquire, hold, and dispose of real property pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town and Lyons Properties, LLC intend to clarify certain rights and responsibilities with regards to each other by entering into a Memorandum of Agreement.

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

Section 1. The attached Memorandum of Agreement and exhibits attached thereto are hereby approved on condition that the Board of Trustees receives a signed resolution adopted by the Board of the Lyons Ditch Company agreeing that the Town may construct the Lyons Ditch Diversion Structure in accordance with current plans.

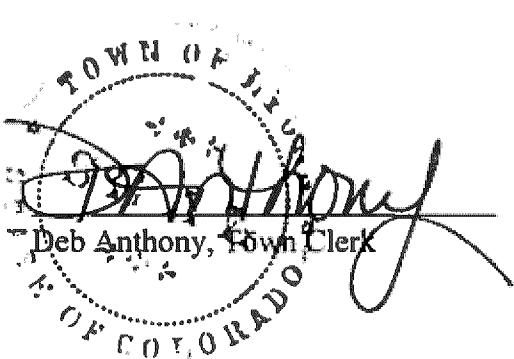
Section 2. Upon receipt by the Board of Trustees of the signed resolution adopted by the Board of the Lyons Ditch Company agreeing that the Town may construct the Lyons Ditch Diversion Structure in accordance with current plans, the Mayor or Mayor Pro Tem are hereby authorized to execute the Memorandum of Agreement approved by this Resolution and the Town Clerk is authorized to attest the Mayor or Mayor Pro Tem's signature.

ADOPTED THIS 4th DAY OF JANUARY, 2016.

TOWN OF LYONS, COLORADO



Connie Sullivan, Mayor Pro Tem



MEMORANDUM OF AGREEMENT

1. This Memorandum of Agreement ("MOA") is made and entered into this 12th day of January 2016 (the "Effective Date"), by and between the Town of Lyons, a statutory municipality of the State of Colorado ("the Town"), and Lyons Properties, LLC, a Colorado limited liability company ("LP"). The Town and LP may be referred to individually as a "Party" and collectively as "Parties."

RECITALS

2. The Town owns and operates a public park known as Meadow Park, located at 601 Park Dr, Lyons, CO 80540 ("Meadow Park"). Meadow Park includes an area adjacent to and within the North St. Vrain Creek (aka North St. Vrain River) at a location where there is a pool of water that the public has historically used and a beach area next to a planned diversion structure, as depicted on the attached Exhibit 1 (the "Diversion Area").

3. LP owns three properties identified as parcels 501, 503, and 517 W. Main St., Lyons, CO 80540, in the Town of Lyons (collectively "LP Property").

4. A major flood in September of 2013 on the North St. Vrain Creek caused significant damage to property along the North St. Vrain Creek, and caused a shift in the course of the North St. Vrain Creek.

5. The Parties are aware that LP and Lyons Ditch Company have entered into an agreement on January 2, 2016, regarding an easement for the Lyons Ditch Company's proposed diversion structure ("Ditch Agreement"), attached as Exhibit 8. According to the terms of the Ditch Agreement, the Lyons Ditch Company will relinquish its prescriptive easement for a historical diversion structure in exchange for an express easement from LP for the currently proposed diversion structure described in the Ditch Agreement, and on the terms set forth therein. The Ditch Agreement is contingent on the Parties executing this MOA. The existence and validity of the Ditch Agreement is a material factual assumption made by the Parties in entering into this MOA.

6. This MOA is intended to correct any property boundary line disputes between the Parties, and otherwise set forth certain rights and responsibilities for the Parties after the 2013 flood.

AGREEMENT

I. LAND SURVEY OF AFFECTED PROPERTIES

7. The Parties recognize that the current plat and surveys for the portions of LP Property and Meadow Park affected by this MOA may be in error. The Town will therefore obtain and pay for a new survey of the properties affected by this MOA to resolve boundary line gaps and variances as between the properties owned by the Parties only, and to facilitate the conveyances discussed herein.

8. The Town agrees to engage in good faith discussions with LP regarding the selection of a surveyor.

9. The new survey and any resulting boundary line changes proposed must be approved by both Parties. The Parties agree to negotiate in good faith to resolve any disputes. Once agreed to in writing by the Parties, it will be known as the "Final Land Survey," and the Parties shall finalize the exhibits to the easements and/or deeds described herein within 30 days.

II. WATER CONTROL STRUCTURE EASEMENT & AGREEMENT

10. The Parties agree that the structure identified as Structure #7R, and as depicted on the plans for the Meadow Park Phase 2 PW20-B1 Project attached as Exhibit B to Exhibit 2 of this MOA ("Water Control Structure") will be owned by the Town.

11. The Parties agree that while the Water Control Structure will be partially located on LP Property, the Town will maintain ownership, control, and responsibility for the Water Control Structure.

12. The Parties agree to execute the easement and agreement regarding the Water Control Structure in the form attached hereto as Exhibit 2 (the "Water Control Structure Easement & Agreement"), but Exhibit A to same will not be finalized until the Final Land Survey is available.

13. As set forth in paragraph 8 above, the Parties will have 30 days from the Final Land Survey to finalize Exhibit A to the Water Control Structure Easement & Agreement, and to execute and record the Water Control Structure Easement & Agreement with the Boulder County Clerk & Recorder's Office.

14. In order to facilitate prompt construction and to minimize the amount of construction that remains when the wedding season begins, LP agrees to permit the Town to commence construction of the Water Control Structure at any time after the Effective Date of this MOA as if the Water Control Structure Easement & Agreement attached as Exhibit 2 had already been executed, and pursuant to the terms and conditions contained therein.

III. UTILITY EASEMENT & AGREEMENT

15. The Town intends to construct potable water and wastewater utility infrastructure as described in Exhibit 3 ("Utility Infrastructure").

16. The Parties agree that while the Utility Infrastructure will be partially located on LP Property, the Town will maintain ownership, control, and responsibility for the Utility Infrastructure.

17. The Parties agree to execute the easement and agreement regarding the Utility Infrastructure in the form attached hereto as Exhibit 3 (the "Potable Water and Wastewater Line

Easement & Agreement"), but Exhibit A will not be finalized until the Final Land Survey is available.

18. As set forth in paragraph 8 above, the Parties will have 30 days from the Final Land Survey to finalize Exhibit A to the Potable Water and Wastewater Line Easement & Agreement, and to execute and record the Potable Water and Wastewater Line Easement & Agreement with the Boulder County Clerk & Recorder's Office.

19. In order to facilitate prompt construction and to minimize the amount of construction that remains when the wedding season begins, LP agrees to permit the Town to commence construction of the Utility Infrastructure at any time after the execution of this MOA as if the easement attached as Exhibit 3 had already been executed, and pursuant to the terms and conditions contained therein.

20. LP agrees to reimburse the Town for the actual costs of installing the sewer line, plus the agreed upon amount for the design and construction administration costs. This estimated cost is \$60,000, and LP shall reimburse the Town within 30 days of the completion of the system. Except as set forth in this paragraph and in Section IX of this MOA, the Town shall pay all other costs associated with the Utility Infrastructure.

IV. TEMPORARY REVEGETATION EASEMENT & AGREEMENT

21. The Town will plant vegetation on the LP Property in accordance with the plan attached hereto as Exhibit B to Exhibit 4 of this MOA. The Parties recognize that the exact location may vary from the plan by a few feet.

22. The Parties agree to execute the easement and agreement regarding the temporary revegetation work in the form attached hereto as Exhibit 4 (the "Temporary Revegetation Easement & Agreement") within 30 days of the Effective Date.

23. The parties recognize that Exhibit A to the Temporary Revegetation Easement & Agreement contains errors, but the Parties are working to permanently correct such errors as described in Section I. above. However, given the temporary nature of the easement and to enable prompt commencement of the revegetation, the Parties agree to use the descriptions contained in Exhibit A to Exhibit 4.

24. Given the inaccuracy of Exhibit A to the Temporary Revegetation Easement & Agreement, LP agrees to not pursue any legal or other remedy against the Town for minor variances, as long as they do not exceed 10 feet.

V. ESTABLISHMENT OF PERMANENT BOUNDARIES

25. The Town agrees to convey to LP any claim of ownership the Town may have in the portion of land generally known by the Parties as "the Crescent," which has as its southern boundary the centerline of the North St. Vrain Creek. The Town will grant a quitclaim deed to LP in the form attached as Exhibit 5, and that includes a metes and bounds description of the land known as the Crescent, but Exhibit A will not be finalized until the Final Land Survey is available.

26. LP agrees to convey to the Town any land located south of the centerline of the North St. Vrain Creek abutting Meadow Park. LP will grant a quitclaim deed to the Town in the form attached as Exhibit 6, and that includes a metes and bounds description of any land located south of the centerline of the North St. Vrain Creek abutting Meadow Park, but Exhibit A will not be finalized until the Final Land Survey is available.

27. The boundary line between Meadow Park and the LP Property, as established by the aforementioned quitclaim deeds, will thereafter be the current center line of North St. Vrain Creek, but where the North St. Vrain Creek reaches the location of the Water Control Structure the boundary will follow the centerline of the overflow channel (which was the historical location of the North St. Vrain Creek prior to the 2013 flood), and that will be described on the Final Land Survey. Should the North St. Vrain Creek shift in the future, the boundary line will not shift with it.

28. The Parties agree to finalize, execute, and submit the foregoing quitclaim deeds for recording with the Boulder County Clerk & Recorder's Office within 30 days of the Final Land Survey.

VI. ACCESS PATHS & SIGNAGE IN MEADOW PARK

29. The Town will not maintain any permanent public access paths to the Water Control Structure.

30. The Town agrees to place permanent signs, where appropriate, in the areas around the Diversion Area and the Water Control Structure to advise Meadow Park visitors of the following:

- a. Enter at your own risk;
- b. No climbing on rocks or structures;
- c. Respect private events; and
- d. No trespassing.

31. The Town agrees to post additional, temporary signs during times when the Diversion Area is reserved for private events in accordance with Section VII. below.

32. The parties agree to cooperate in good faith to determine the exact language, number, and locations of the permanent signs described in this section.

VII. RESERVATION OF THE DIVERSION AREA

33. The Town agrees to allow any individual who has scheduled an event at the LP Property to submit a "Permit Application & Agreement for Special Use/Large Group/Shelter or Park Facilities with the Town of Lyons Department of Parks, Recreation and Cultural Events" ("Application") to reserve the Diversion Area on an hourly basis between the hours of 4 pm and 8 pm. The current version of the Application form is attached as Exhibit 7. The Town may continue to amend this form in the future, so long as the Application and approval procedures for reserving the Diversion Area, as described above, remain consistent with those used for other amenities in Meadow Park. Nothing in this paragraph prevents the Town from allowing or accepting Applications from other individuals wishing to reserve the Diversion Area, as described above, and under the same conditions set forth above.

34. Once the Town receives an Application and determines it meets all the established requirements, it will issue a permit known as a "Special Use Permit." The Town will issue Special Use Permits on an individual basis only. The Town reserves the right to deny an Application on the basis of the criteria applicable to all Applications, as currently set out in Exhibit 7.

35. The Town shall establish and keep the fee schedule for Special Use Permits for the Diversion Area at a level consistent with the fee schedules for other Town amenities.

36. With regard to weddings and other events already scheduled to occur in 2016 on the LP Property, the Town will allow a representative of LP to file a bulk Application to reserve the Diversion Area for those dates, and the Town agrees to grant such an Application provided that it complies with the established requirements.

37. The Town agrees to implement reasonable enforcement of the restricted access granted by a Special Use Permit for the Diversion Area. Such enforcement will consist of temporary signage and occasional monitoring by the park host to the extent the park host's other duties allow.

38. The Parties recognize that the Special Use Permit can only restrict access to areas owned by the Town, and that the Town cannot enforce restricted access to areas owned by others or freely accessible by the public under Colorado law.

VIII. LIABILITY FOR THE DIVERSION AREA

39. The Parties agree that LP has no responsibilities or obligations related to the Diversion Area, implied or otherwise, and LP disclaims such responsibilities or obligations related to the Diversion Area, except as may be expressly identified in this MOA.

40. The Parties agree that LP has no liability to the Town or anyone the Town permits to access the Diversion Area from Meadow Park, whether expressly or by not physically preventing

such access for the use (licit or illicit), operation, maintenance, design, construction, or existence of the Diversion Area including any acts, activities, or omissions to act by the Town or its agents or employees, and LP disclaims all such liability, except for liability caused by and resulting directly from the grossly negligent or intentional acts of LP, its agents or assigns. The Parties further agree that LP assumes no responsibilities or obligations related to the Diversion Area, implied or otherwise, and LP disclaims such responsibilities or obligations, except as may be expressly identified herein. Except, LP remains liable for any damage to the Town's portion of the Diversion Area caused by and resulting directly from the negligent or intentional acts of LP.

41. **Insurance Policy.** The parties further agree that the Town, in a lawsuit or otherwise, shall bear full responsibility for the Diversion Area, provided that LP does not make any changes to any part of this area. The Town agrees to add and maintain LP as an additional insured on the Town's insurance policy, which will provide LP with the same coverage provided to the Town for both liability and the defense of any claims arising from or related to the Diversion Area, including any portion of the Diversion Area where LP may own the underlying land. It is the Parties understanding that this insurance policy provides sufficient coverage to fully cover LP against any loss, damage, injury, or liability in any way resulting from or because of the Diversion Area, including without limitation claims by third parties and the defense of such claims.

IX. DOMESTIC WATER AND SANITARY SEWER

42. Due to the significant changes to the LP Property caused by the 2013 flood, the Town agrees to issue the following taps for parcels within the LP Property so that each parcel is assigned appropriate taps for current planned uses.

43. Each parcel will receive the use of one water share, one sewer tap, and one water tap. The details for the taps for each parcel are as follows:

- a. 501 W. Main St.: One 1" water tap, one sewer tap or additional sewer taps as determined by the Town Engineer to service currently proposed uses on the parcel, and one water share.
- b. 503 W. Main St.: One $\frac{3}{4}$ " water tap, one sewer tap, and one water share.
- c. 517 W. Main St.: One $\frac{3}{4}$ " water tap, one sewer tap, and one water share.

44. LP agrees to not request any future reductions or modification of tap fees for any taps for any of the parcels within the LP Property without demonstration of commensurate offsetting economic benefit to the Town related to such request. Any new or additional development will require new taps and water shares purchased in accordance with Lyons Municipal Code.

45. LP agrees to dedicate to the Town one additional water share that is acceptable to the City of Longmont for water provided to 501 W. Main St., Lyons, CO 80540.

46. The Town will extend its potable water transmission system and its domestic sanitary sewer system into and through the LP Property in accordance with Section III. in order to provide the services described in this Section.

47. LP agrees to terminate its use of the existing sewer lift stations and to connect to the new sewer system once it is completed.

48. If LP sells any of the parcels within the LP Property, LP agrees to pay, or to cause the buyer to pay, the Town for the above-described water tap and water share associated with that parcel based on the value of the water tap and water share at the time of the sale. That parcel will then receive the water tap and water share for permanent use and ownership, so that once the Town has been paid for the water taps and water shares associated with that particular parcel, such water tap and water share are transferrable to future owners of that particular parcel. In other words, it is the intent of the Parties that the water share and water tap only need to be paid for once and not after every transfer of ownership of a particular parcel.

X. MISCELLANEOUS

49. The Parties agree to engage in continued good faith discussions to assess and consider additional solutions to unforeseen impacts on LP from the public's use of the Diversion Area and/or from the location of the Water Control Structure or related facilities on LP Property.

50. Except as specifically stated herein, this MOA is not intended to, and does not, create any third-party rights, benefits, responsibilities, or obligations.

51. This MOA is to be governed and construed in accordance with the laws of the State of Colorado.

52. This MOA is an enforceable agreement between the Parties, and is binding on the Parties, their successors or assigns.

IN WITNESS WHEREOF, the Town of Lyons and Lyons Properties, LLC have hereby executed this Memorandum of Agreement on the Effective Date.

The Town of Lyons


By: Connie Sullivan, Trustee
and Mayor Pro Tem

Lyons Properties, LLC

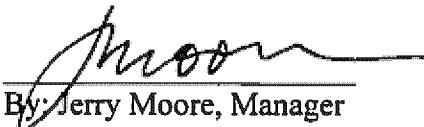
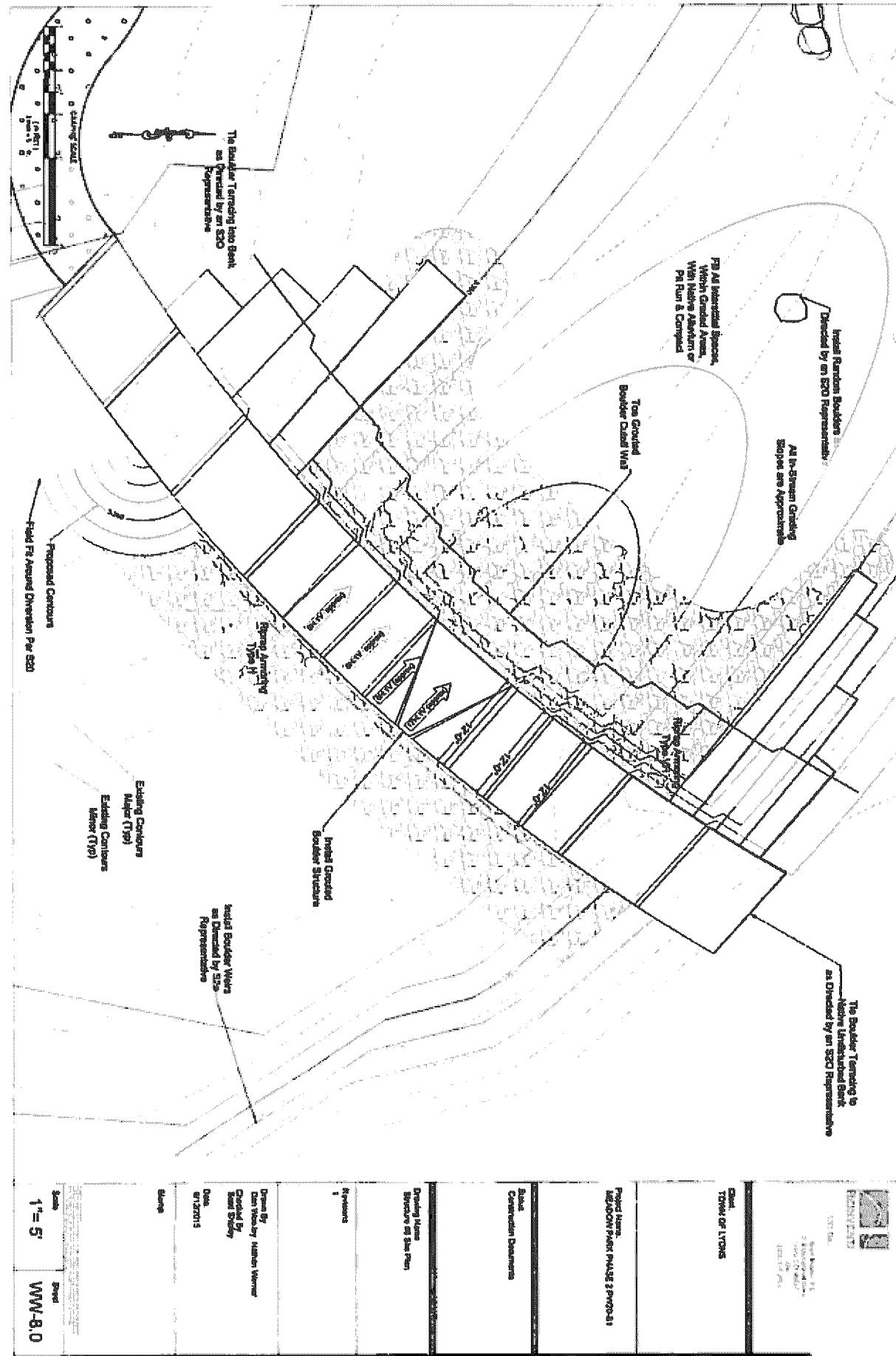
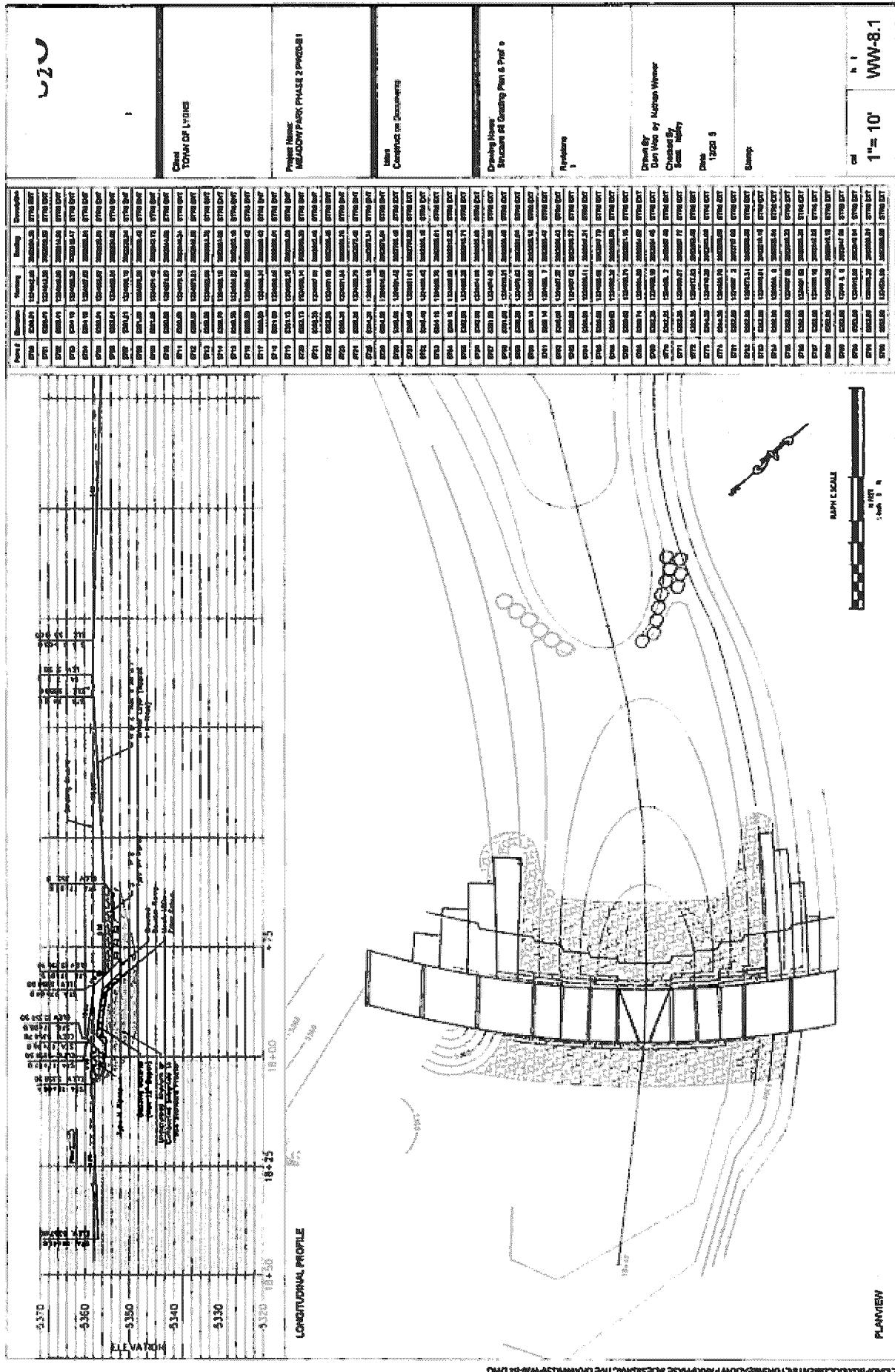

By: Jerry Moore, Manager

EXHIBIT 1

[map depicting the location of the Diversion Area]

E10D90 DOCUMENT TO MEADOW PARK PHASE II DESIGN ACTIVE DRAWINGS/PW1204.DWG





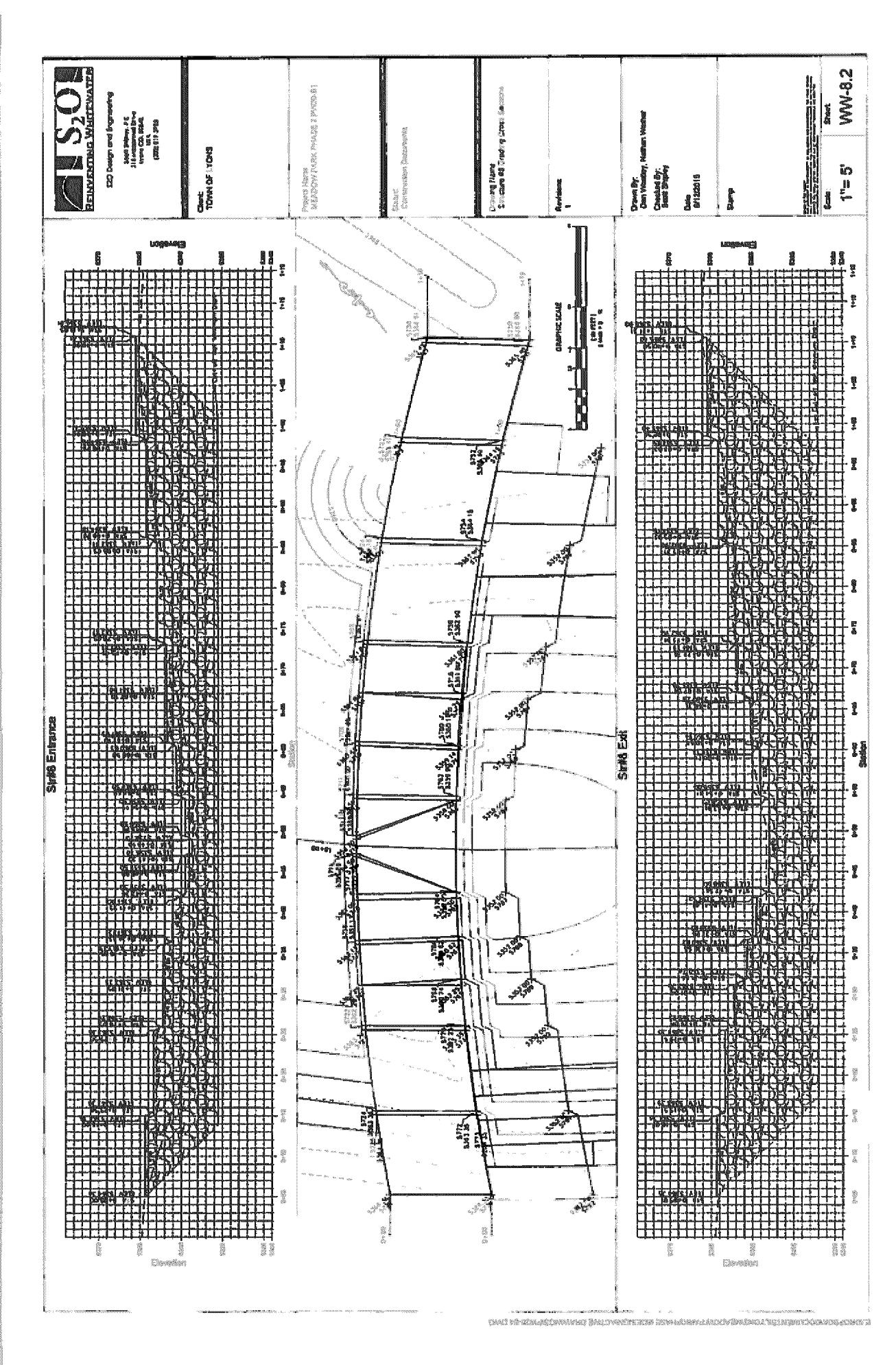


EXHIBIT 2

[Water Control Structure Easement & Agreement, including Exhibits A-1, A-2, and B]

EXHIBIT A-1 – metes and bounds description of the Easement Parcel

EXHIBIT A-2 – survey of the Easement Parcel

EXHIBIT B: design and specifications for WW Structure 7R as designed by S2O Designs

WATER CONTROL STRUCTURE EASEMENT AND AGREEMENT

THIS WATER CONTROL STRUCTURE EASEMENT AND AGREEMENT ("Agreement") dated this 25th day of JANUARY, 2010 is between LYONS PROPERTIES, LLC, a Colorado limited liability company, whose legal address is 4121 Highway 66, Lyons, Colorado 80540 ("Grantor"), and the TOWN OF LYONS, a statutory municipality of the State of Colorado, whose legal address is 432 5th Avenue, Lyons, Colorado 80540 (the "Town"). 

For and in consideration of the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor owns three properties identified as parcels 501, 503, and 517 W. Main St., Lyons, CO 80540, in the Town of Lyons (collectively "Grantor's Property").
2. Grant of Easement and Right-of-Way. Subject to the terms of this Agreement, Grantor hereby grants to the Town, its successors and assigns, a perpetual non-exclusive easement on the land described and shown in Exhibit A (the "Easement Parcel"), attached hereto and incorporated herein by this reference, for the purpose of constructing, installing, operating, maintaining, repairing, and replacing a WATER CONTROL STRUCTURE, in accordance with the design and specifications depicted on Exhibit B ("Water Control Structure"), together with the right of ingress and egress over and across Grantor's Property as may be reasonable and necessary for the rights granted herein. The right of access is conditioned on the Town using available existing or future roads when reasonably possible.
3. Purpose. The purpose of the Water Control Structure is to provide for channel stabilization, fish passage, fish habitat, and other riparian improvements designed to control river flows between the original channel for the North St. Vrain Creek (aka the North St. Vrain River) and the new channel created by the September 2013 flood.
4. Subsequent Modifications. The Town shall obtain Grantor's written approval prior to finalizing, authorizing, or making any changes or modifications to the Water Control Structure. The Town agrees to provide Grantor with an appropriate and reasonable amount of time to review any proposed changes or modifications, and to not unreasonably refuse to address Grantor's concerns. Grantor agrees to not unreasonably withhold such approval. If Grantor's Property is subdivided, Grantor shall designate one parcel to which the requirements in this section continue to apply and inform the Town thereof. For any other parcel, the requirements in this section lapse.
5. Cost. The Water Control Structure is to be constructed, operated, and maintained at the sole cost of the Town and at no cost to Grantor. Any subsequent replacement of the Water Control Structure is also to be at the sole cost of the Town and at no cost to Grantor. Nothing herein precludes the Town from obtaining grants or additional sources of funding for the construction, operation, maintenance, repair, and/or replacement of the Water Control Structure.

6. Maintenance. The Town shall at all times reasonably maintain the Water Control Structure in a manner that will not create a hazard to the public or to Grantor, and will not damage or constitute a threat of damage to Grantor's Property, including its facilities and operations. In the event the Town receives written notice or is otherwise informed that the Water Control Structure is damaged or is creating a dangerous condition, the Town agrees to investigate and, in a reasonable timeframe, remedy such damage or dangerous condition as the Town determines require such remediation.

7. Restoration. The Town, including but not limited to its agents, contractors, and/or employees, shall perform all work in connection with the Water Control Structure with reasonable care, and shall, except as modified by **Exhibit B**, restore the surface of the Easement Parcel, as well as any adjoining property that may be damaged as a result of the Town's installation, construction, operation, maintenance, repair, replacement, inspection, and/or removal activities to substantially the same condition that existed before the Town commenced such work. The Town has 30 days from the completion of its work on the Water Control Structure to complete any restoration work required under this paragraph. The Parties agree that the Town may need reasonable additional time to complete certain restoration work due to seasonal or weather related delays that would prevent successful restoration, which will be granted upon request.

8. Notice.

a. As long as Grantor's Property is used as a commercial wedding and event venue, the Town shall provide at least 72 hours written notice before accessing the Easement Parcel for inspection, testing, or other non-invasive work. Further, the Town shall provide at least 14 days written notice to Grantor before undertaking any work that involves digging or other invasive activities within the Easement Parcel. The Town shall coordinate with Grantor to schedule any inspections or work to minimize disruption to Grantor's use of the Easement Parcel and Grantor's Property. Notice shall be deemed given when a copy thereof is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Grantor at P.O. Box 312, Lyons, CO 80540, or a different address if written notice of same is provided to the Town at the address provided herein. These notice provisions do not apply to emergency inspections or repairs of the Water Control Structure. The notice requirements in this subsection lapse if and when the Grantor's Property is no longer used as a commercial wedding and event venue. If Grantor's Property is subdivided, Grantor shall designate one parcel to which the notice requirements in this section continue to apply and inform the Town thereof. For any other parcel, the notice requirements in this section lapse.

b. If the notice requirements in subsection 8.a. lapse, then the notice requirements set forth in this subsection control. The Town shall provide at least 72 hours written notice before accessing the Easement Parcel, except for emergency inspections or repairs of the Water Control Structure. Notice shall be deemed given when a copy thereof is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Grantor at P.O. Box 312, Lyons, CO 80540, or a different address if written notice of same is provided to the Town at the address provided herein.

9. Work Limitation. As long as Grantor's Property is used as a commercial wedding and event venue, the Town shall not perform any construction, installation, replacement, repair, or maintenance work on the Water Control Structure on Thursday, Friday, Saturday, or Sundays between May 15th and October 15th of each year. This provision does not apply to emergency repairs of the Water Control Structure. The requirements in this section lapse if and when Grantor's Property is no longer used as a commercial wedding and event venue.

10. Rights Reserved by Grantor. Grantor hereby reserves the right to use and occupy the Easement Parcel for any lawful purpose consistent with the rights and privileges granted herein, which will not interfere with or endanger the Town's use and operation of the Water Control Structure.

11. Improvements within the Easement Parcel. Grantor agrees that no permanent building, improvement, structure, or other surface or subsurface obstruction will be permanently placed, erected, or installed on or under the Easement Parcel that will damage or interfere with the use and operation of the Water Control Structure without the Town's express written approval. In the event of a violation of the terms of this paragraph, such violation will be corrected by Grantor within a reasonable time upon written receipt of notice from the Town.

12. Liability. The Parties agree that Grantor has no liability to the Town or anyone the Town permits to access the Water Control Structure from the Town's property, whether expressly or by not physically preventing such access for the use (licit or illicit), operation, maintenance, design, construction, or existence of the Water Control Structure, including any acts, activities, or omissions to act by the Town or its agents or employees. The Parties further agree that Grantor has no liability for any injury or damage caused by or due to the existence of the Water Control Structure to members of the public (excluding Grantor's invitees or guests) or to surrounding or downstream property. Grantor disclaims all such liability, except for liability caused by and resulting directly from the grossly negligent or intentional acts of Grantor, its agents or assigns. The Parties further agree that Grantor assumes no responsibilities or obligations related to the Water Control Structure, implied or otherwise, and Grantor disclaims such responsibilities or obligations, except as may be expressly identified herein. Except, Grantor remains liable for any damage to the Water Control Structure caused by and resulting directly from the negligent or intentional acts of Grantor.

13. Insurance Policies.

a. The parties further agree that the Town, in a lawsuit or otherwise, shall bear full responsibility for the Water Control Structure. The Town agrees to add and maintain Grantor as an additional insured on the Town's insurance policy, which will provide Grantor with the same coverage provided to the Town for both liability and the defense of any claims arising from or related to the Water Control Structure. It is the Parties understanding that this insurance policy provides sufficient coverage to fully cover Grantor against any loss, damage, injury, or liability in any way resulting from or because of the Water Control Structure, including without limitation claims by third parties and the defense of such claims.

b. The Parties also agree that the Town shall require that any consultants or contractors engaged by the Town to perform any work on the Easement Parcel procure and maintain commercial general liability insurance with reputable carriers in reasonable and customary coverage amounts consistent with the work undertaken.

14. No Mechanics' Liens. Nothing contained herein authorizes the Town, or any person or entity acting through, with, or on behalf of the Town, to subject any portion of Grantor's property to mechanics' liens. If any such mechanic's lien is filed against any portion of Grantor's Property and the Town is charged with causing such mechanics' lien, the Town shall, at its sole expense, cause the mechanics' lien to be discharged by obtaining a release thereof or bonding over such mechanic's lien.

15. Abandonment. If the Town no longer desires or does not have sufficient funds to properly maintain or operate the Water Control Structure, the Town agrees to fully remove the Water Control Structure from the Easement Parcel within a reasonable timeframe. The Water Control Structure will be deemed permanently abandoned by the Town once it is fully removed from the Easement Parcel.

16. Term. This Agreement shall be perpetual unless or until the Town permanently abandons the Water Control Structure, then all of the Town's right, title, and the interest granted herein shall revert to Grantor or its successor and Grantor will hold said premises free from the easement granted herein.

17. Miscellaneous.

A. Grantor represents that it is lawfully seized and possessed of the Easement Parcel, that it has a good and lawful right to convey the easement herein granted, that the said easement is free and clear of all liens and encumbrances, and that it will forever warrant and defend the title thereto against all other lawful claims of all persons whomsoever.

B. The rights and benefits contained in this Agreement shall constitute a perpetual covenant, which shall run with and burden the land.

C. This Agreement is binding on the parties' successors and assigns.

D. All headings used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, Grantor has approved and executed this instrument this 25th Jan 2017 2019 day of January, 2017, 2019 2019

GRANTOR:
Lyons Properties, LLC

By: Jerry Moore, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

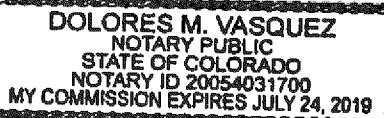
The foregoing was acknowledged before me this 25th day of January, 2019, by Jerry Moore as Manager of Lyons Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 24, 2019

(S E A L)

Dolores M. Vasquez
Notary Public



IN WITNESS WHEREOF, the Town has approved and executed this instrument this 29th
day of January, 2017.
2019

GRANTEE:

The Town of Lyons, a statutory municipality of the
State of Colorado

Connie Sullivan
By: Connie Sullivan, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing was acknowledged before me this 29 day of January, 2017, by
Connie Sullivan as Mayor of the Town of Lyons, a statutory municipality of the State of
Colorado.

Witness my hand and official seal.

My commission expires: July 24, 2019

(S E A L)

Dolores M. Vasquez
Notary Public

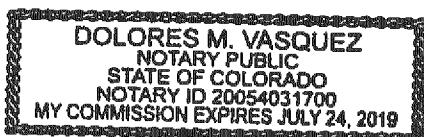


EXHIBIT A

Two (2) sheets - attached

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER 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 RIPARIAN IMPROVEMENT PURPOSES OVER AND ACROSS A PORTION OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED WITH BOULDER COUNTY ON JANUARY 5, 2015 AT RECEPTION NO. 3420767, IN THE SOUTHWEST QUARTER 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 LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18 TO BEAR SOUTH 87°17'55" EAST, A DISTANCE OF 1317.04 FEET BETWEEN A FOUND NO. 6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "EHRHART GRIFFIN & ASSOCIATED S18 C-N-SW 1/64 2015 LS 29414" AT THE CENTER-NORTH-SOUTHWEST 1/64 CORNER OF SECTION 18 AND A FOUND NO. 5 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "MD JOHNSON LS 6716 SEC 18 T3N R70W 6TH PM 1/64" AT THE CENTER-NORTH-SOUTH 1/64 CORNER OF SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

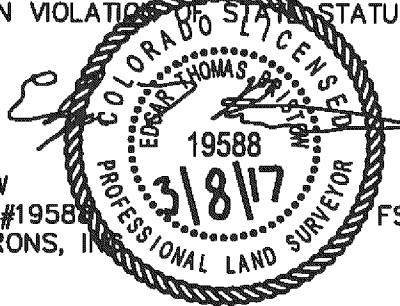
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT IS ALSO BEING A POINT ON THE APPROXIMATE PRE-2013 FLOOD CENTERLINE OF THE NORTH ST. VRAIN RIVER AND FROM WHENCE THE C-N-SW 1/64 BEARS SOUTH 62°52'13" WEST, A DISTANCE OF 427.32 FEET; THENCE ALONG SAID APPROXIMATE CENTERLINE, SOUTH 52°27'55" EAST, A DISTANCE OF 51.44 FEET; THENCE SOUTH 40°02'37" EAST, A DISTANCE OF 26.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49°57'23" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 40°02'37" EAST, A DISTANCE OF 24.24' FEET; THENCE SOUTH 31°57'13" EAST, A DISTANCE OF 15.92 FEET; THENCE SOUTH 49°57'23" WEST, A DISTANCE OF 60.60 FEET TO A POINT ON THE APPROXIMATE PRE-2013 FLOOD CENTERLINE OF THE NORTH ST. VRAIN RIVER;

THENCE ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING TWO (2) COURSES AND DISTANCES;
 1) NORTH 31°57'13" WEST, A DISTANCE OF 20.20 FEET;
 2) THENCE NORTH 40°02'37" WEST, A DISTANCE OF 20.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 2,411 SQUARE FEET OR 0.06 ACRES OF LAND, 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. 15-66,809

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.

JOB NUMBER: 15-66,809
DRAWN BY: E. DAVIS
DATE: MARCH 6, 2017



EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER 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

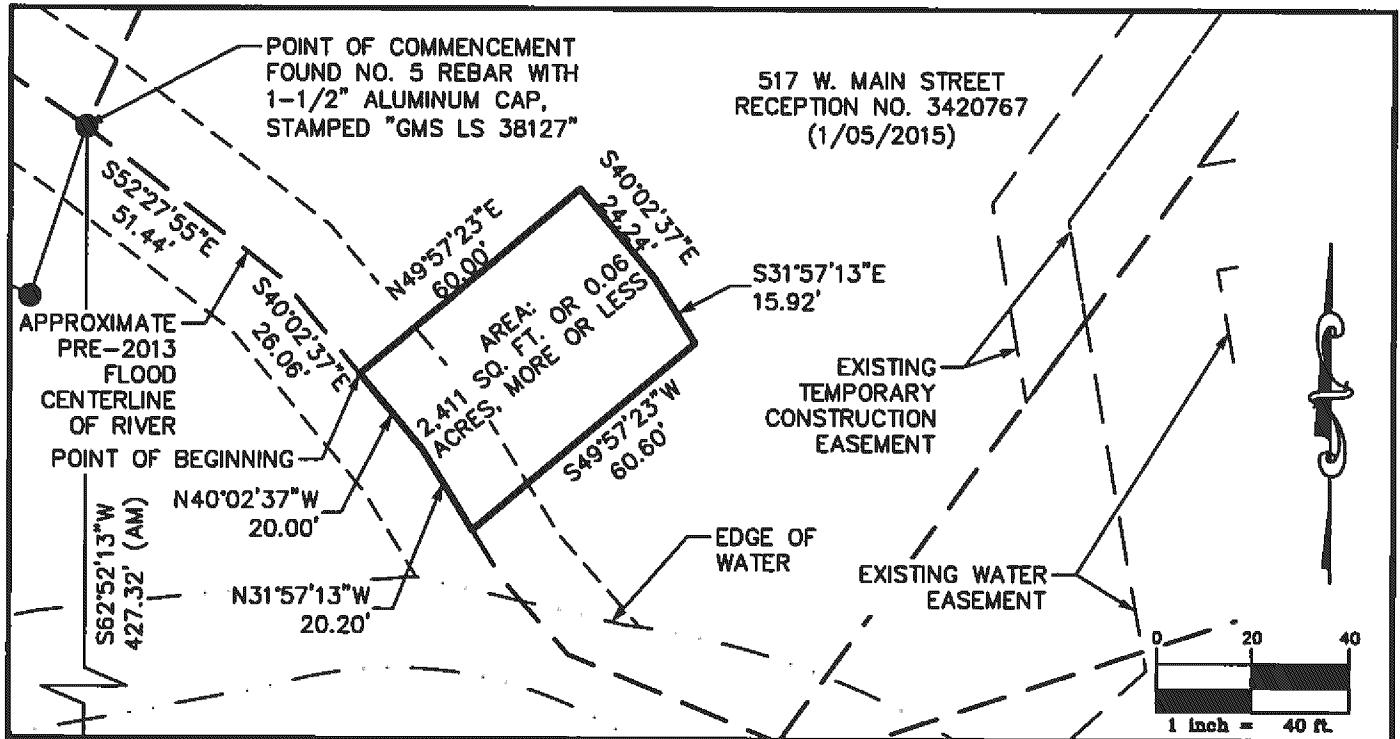
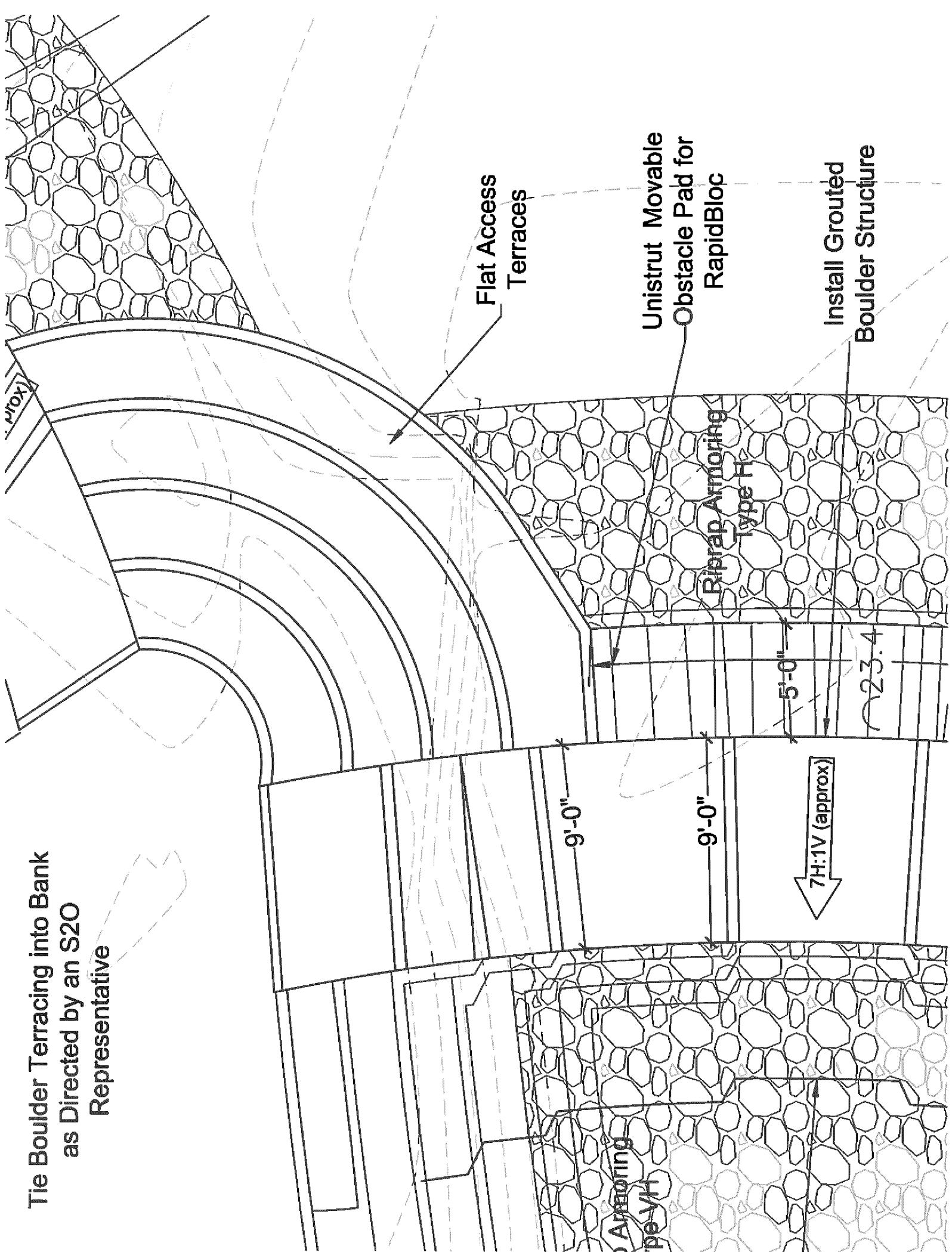
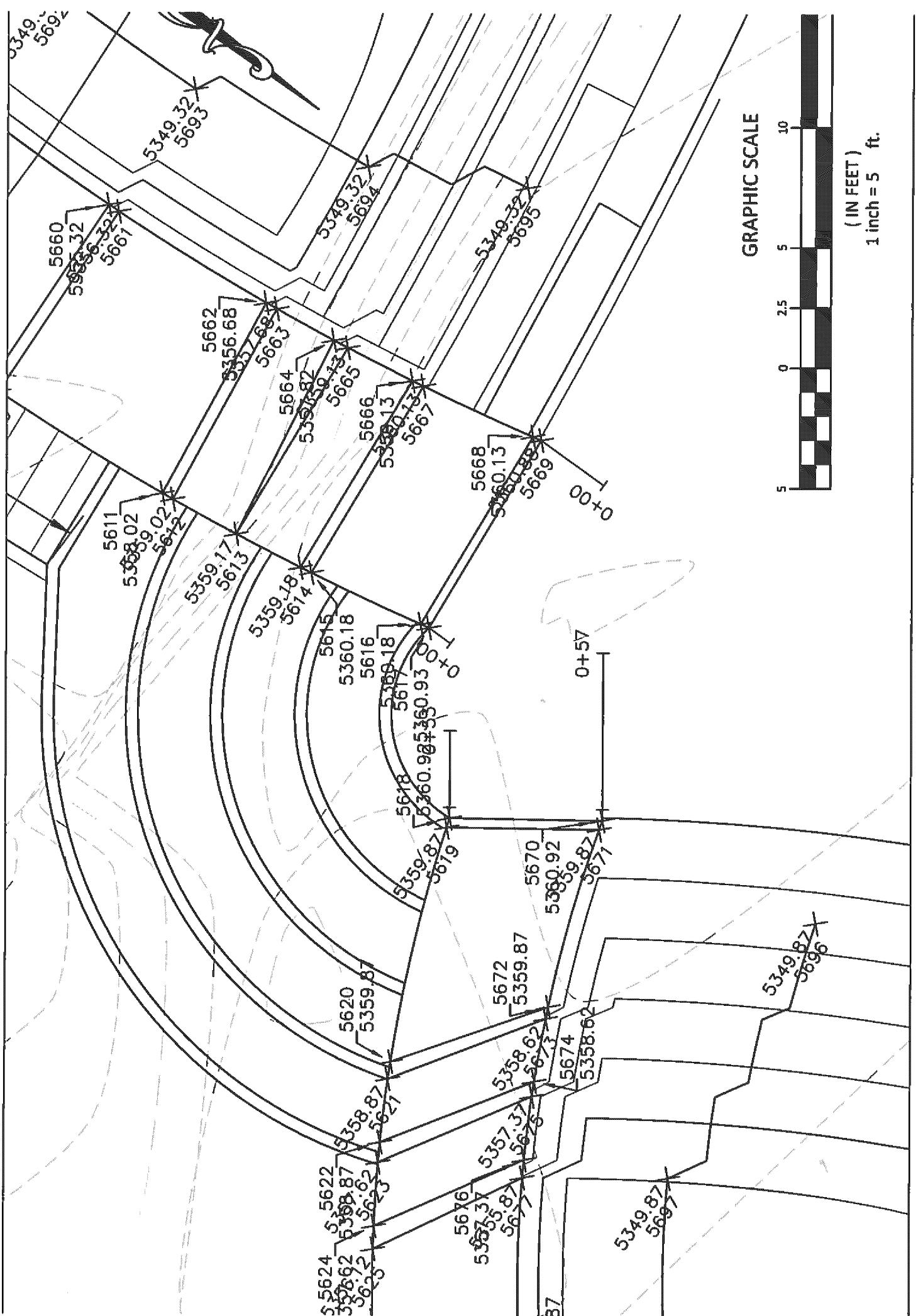
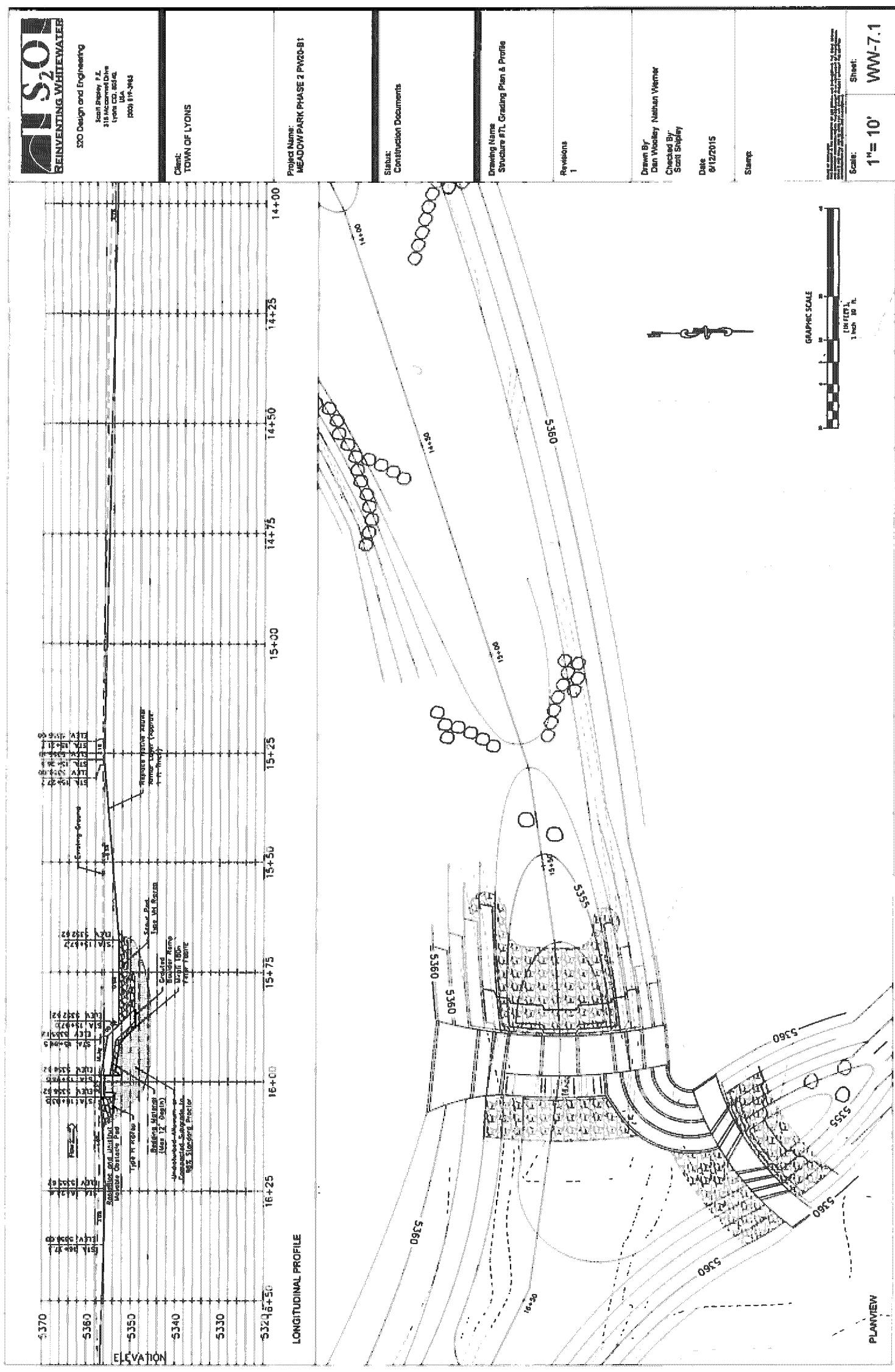


EXHIBIT B

[design and specifications for WW Structure 7R]
Drawings WW-7.0 and WW-7.3







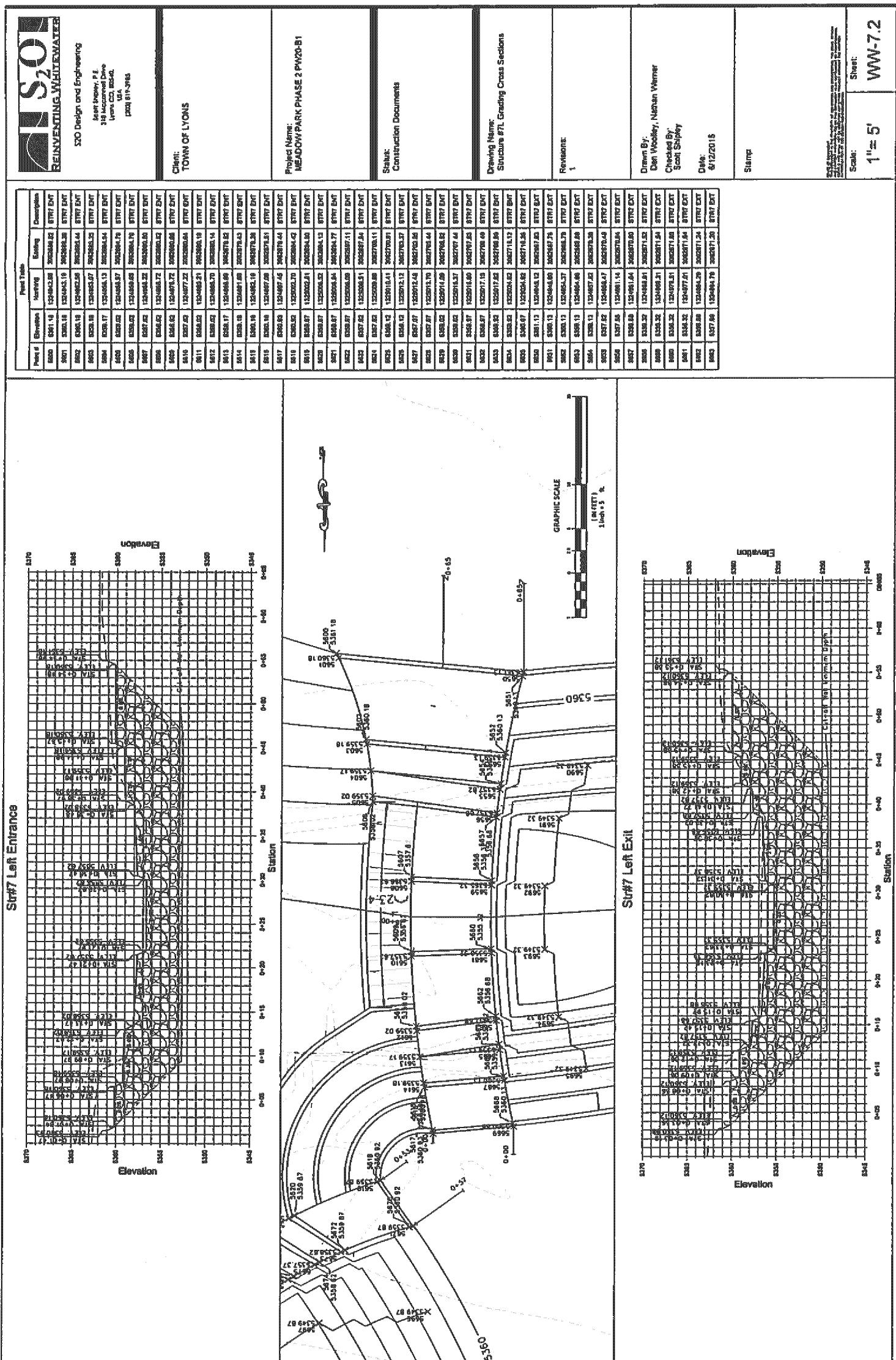


EXHIBIT 3

[Potable Water and Wastewater Line Easement & Agreement, including Exhibits A-1 and A-2]

EXHIBIT A-1 – metes and bounds description of the Easement Parcel

EXHIBIT A-2 – survey of the Easement Parcel

**POTABLE WATER AND WASTEWATER LINE
EASEMENT AND AGREEMENT**

THIS POTABLE WATER AND WASTEWATER LINE EASEMENT AND AGREEMENT ("Agreement") dated this 25th day of April, 2017, is between LYONS PROPERTIES, LLC, a Colorado limited liability company, whose legal address is 4121 Highway 66, Lyons, Colorado 80540 ("Grantor"), and the TOWN OF LYONS, a statutory municipality of the State of Colorado, whose legal address is 432 5th Avenue, Lyons, Colorado 80540 (the "Town"). 

For and in consideration of the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor owns three properties identified as parcels 501, 503, and 517 W. Main St., Lyons, CO 80540, in the Town of Lyons (collectively "Grantor's Property").

2. Grant of Easement and Right-of-Way. Subject to the terms of this Agreement, Grantor hereby grants to the Town, its successors and assigns, a perpetual non-exclusive easement on the land described and depicted in Exhibit A (the "Easement Parcel"), attached hereto and incorporated herein by this reference, for the purpose of surveying, locating, installing, constructing, operating, maintaining, inspecting, repairing, and replacing utilities in the nature of underground POTABLE WATER AND WASTEWATER LINES, and all necessary subsurface or surface appurtenances ("Water Utilities"), together with the right of ingress and egress over and across Grantor's Property as may be reasonable and necessary for the rights granted herein. The right of access is conditioned on the Town using available existing or future roads when reasonably possible.

3. Initial Scope of Work. On or before April 1, 2016, the Town shall install, test, and make operational a 12" water transmission main; fittings for the water main; an 8" water line with a plug for future extension; and a fire hydrant and blow off within the Easement Parcel. In the event the foregoing Water Utilities are not installed, tested, and operational by the Town on or before April 1, 2016, then this Agreement shall be rendered null and void and of no further force and effect. The Town shall also complete its restoration of the native landscape and gravel road by May 1, 2016. The Town agrees that any work permitted by this Agreement shall proceed with reasonable diligence from the initiation of such construction to its completion.

4. Maintenance. The Town shall at all times reasonably maintain the Water Utilities in a manner that will not create a hazard to the public or to Grantor, and will not damage or constitute a threat of damage to Grantor's Property, including its facilities and operations. In the event the Town receives written notice or is otherwise informed that the Water Utilities are damaged or are creating a dangerous condition, the Town agrees to investigate and, in a reasonable timeframe, remedy such damage or dangerous condition as the Town determines require such remediation.

5. **Restoration.** The Town, including but not limited to its agents, contractors, and/or employees, shall perform all work in connection with the Water Utilities with reasonable care, and shall, except as modified by **Exhibit A**, restore the surface of the Easement Parcel, as well as any adjoining property that may be damaged as a result of the Town's installation, construction, operation, maintenance, repair, replacement, inspection, and/or removal activities to substantially the same condition that existed before the Town commenced such work. The Town has thirty (30) days from the completion of its work on the Water Utilities to complete any restoration work required under this paragraph.

6. **Notice.**

a. As long as Grantor's Property is used as a commercial wedding and event venue, the Town shall provide at least 72 hours written notice before accessing the Easement Parcel for inspection, testing, or other non-invasive work. Further, the Town shall provide at least 14 days written notice to Grantor before undertaking any work that involves digging or other invasive activities within the Easement Parcel. The Town shall coordinate with Grantor to schedule any inspections or work to minimize disruption to Grantor's use of the Easement Parcel and Grantor's Property. Notice shall be deemed given when a copy thereof is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Grantor at P.O. Box 312, Lyons, CO 80540, or a different address if written notice of same is provided to the Town at the address provided herein. These notice provisions do not apply to emergency inspections or repairs of the Water Utilities. The notice requirements in this subsection lapse if and when the Grantor's Property is no longer used as a commercial wedding and event venue. If Grantor's Property is subdivided, Grantor shall designate one parcel to which the notice requirements in this section continue to apply and inform the Town thereof. For any other parcel, the notice requirements in this section lapse.

b. If the notice requirements in subsection 6.a. lapse, then the notice requirements set forth in this subsection control. The Town shall provide at least 72 hours written notice before accessing the Easement Parcel, except for emergency inspections or repairs of the Water Utilities. Notice shall be deemed given when a copy thereof is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Grantor at P.O. Box 312, Lyons, CO 80540, or a different address if written notice of same is provided to the Town at the address provided herein.

7. **Work Limitation.** As long as Grantor's Property is used as a commercial wedding and event venue, the Town shall not perform any construction, installation, replacement, repair, or maintenance work on the Water Utilities on Thursday, Friday, Saturday, or Sundays between May 15th and October 15th of each year. This provision does not apply to emergency repairs of the Water Utilities. The requirements in this section lapse if and when Grantor's Property is no longer used as a commercial wedding and event venue.

8. **Rights Reserved by Grantor.** Grantor hereby reserves the right to use and occupy the Easement Parcel for any lawful purpose consistent with the rights and privileges granted herein, which will not interfere with or endanger the Town's use and operation of the Water Utilities.

9. Improvements within the Easement Parcel. Grantor agrees that no permanent building, improvement, structure, or other surface or subsurface obstruction will be permanently placed, erected, or installed on or under the Easement Parcel that will damage or interfere with the use and operation of the Water Utilities without the Town's express written approval. In the event of a violation of the terms of this paragraph, such violation will be corrected by Grantor within a reasonable time upon written receipt of notice from the Town.

10. Liability. The Parties agree that Grantor has no liability for the use (licit or illicit), operation, maintenance, design, construction, or existence of the Water Utilities, including any acts, activities, or omissions to act by the Town or its agents or employees. The Parties further agree that Grantor has no liability for any injury or damage caused by or due to the existence of the Water Utilities. Grantor disclaims all such liability, except for liability caused by and resulting directly from the grossly negligent or intentional acts of Grantor, its agents or assigns. The Parties further agree that Grantor assumes no responsibilities or obligations related to the Water Utilities, implied or otherwise, and Grantor disclaims such responsibilities or obligations, except as may be expressly identified herein. Except, Grantor remains liable for any damage to the Water Utilities caused by and resulting directly from the negligent or intentional acts of Grantor.

11. No Mechanics' Liens. Nothing contained herein authorizes the Town, or any person or entity acting through, with, or on behalf of the Town, to subject any portion of Grantor's property to mechanics' liens. If any such mechanic's lien is filed against any portion of Grantor's Property and the Town is charged with causing such mechanics' lien, the Town shall, at its sole expense, cause the mechanics' lien to be discharged by obtaining a release thereof or bonding over such mechanic's lien.

12. Term. This Agreement shall be perpetual unless or until the Town permanently abandons the Water Utilities, then all of the Town's right, title, and the interest granted herein shall revert to Grantor or its successor and Grantor will hold said premises free from the easement granted herein.

13. Miscellaneous.

A. Grantor represents that it is lawfully seized and possessed of the Easement Parcel, that it has a good and lawful right to convey the easement herein granted, that the said easement is free and clear of all liens and encumbrances, and that it will forever warrant and defend the title thereto against all other lawful claims of all persons whomsoever.

B. The rights and benefits contained in this Agreement shall constitute a perpetual covenant, which shall run with and burden the land.

C. This Agreement is binding on the parties' successors and assigns.

D. All headings used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, Grantor has approved and executed this instrument this 25th day of JANUARY, 2017, 2019

GRANTOR:
Lyons Properties, LLC

By Jerry Moore, Manager

STATE OF COLORADO)
COUNTY OF Boulder) ss.

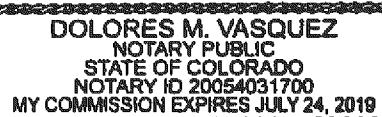
The foregoing was acknowledged before me this 25 day of January, 2019, by Jerry Moore as Manager of Lyons Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 24, 2019

(S E A L)

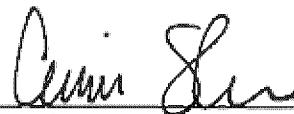
Dolores M. Vasquez
Notary Public



IN WITNESS WHEREOF, the Town has approved and executed this instrument this 29th day of January, 2017.
2019

GRANTEE:

The Town of Lyons, a statutory municipality of the State of Colorado



By: Connie Sullivan, Mayor

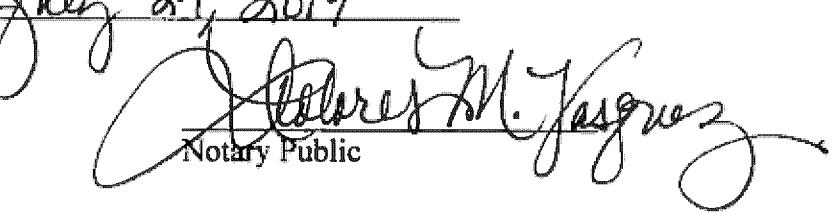
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing was acknowledged before me this 29th day of January, 2017, by Connie Sullivan as Mayor of the Town of Lyons, a statutory municipality of the State of Colorado.

Witness my hand and official seal.

My commission expires:

(S E A L)



Notary Public

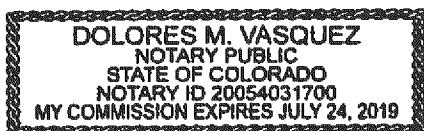


EXHIBIT "A"

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

SHEET 1 OF 3

AN EASEMENT FOR POTABLE WATER AND SANITARY SEWER 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 LINE OF THE SOUTHWEST QUARTER OF SECTION 18 TO BEAR N87°14'32"W, A DISTANCE OF 2735.12 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. 3420767, JANUARY 5, 2015 IN THE RECORDS OF THE BOULDER COUNTY, COLORADO CLERK AND RECORDER, FROM WHENCE THE W 1/4 CORNER OF SECTION 18 BEARS S86°44'51"W, A DISTANCE OF 2137.63 FEET; THENCE S82°49'47"E, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 30.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY 36; THENCE S37°34'33"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 34.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY, S37°32'50"E, A DISTANCE OF 15.06 FEET; THENCE S47°28'33"W, A DISTANCE OF 13.46 FEET; THENCE S17°39'32"W, A DISTANCE OF 179.95 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 18, FROM WHICH THE CENTER QUARTER CORNER, OF SAID SECTION, BEARS S87°14'31"E, A DISTANCE OF 602.72 FEET; THENCE S17°39'32"W, A DISTANCE OF 28.70 FEET; THENCE S27°20'28"E, A DISTANCE OF 173.90 FEET TO A POINT ON THE EASTERNLY LINE OF SAID PARCEL OF LAND; THENCE S36°01'39"W, ALONG SAID EASTERNLY LINE, A DISTANCE OF 310.81 FEET; THENCE N80°02'49"E, A DISTANCE OF 28.36 FEET; THENCE S09°57'11"E, A DISTANCE OF 14.00 FEET; THENCE S80°02'49"W, A DISTANCE OF 11.00 FEET; THENCE S09°57'11"E, A DISTANCE OF 8.00 FEET; THENCE S80°02'49"W, A DISTANCE OF 17.00 FEET; THENCE S09°57'11"E, A DISTANCE OF 95.49 FEET; THENCE S47°31'09"W, A DISTANCE OF 109.98+/- FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2785073, DATED JUNE 20, 2006, SAID LINE BEING THE CENTERLINE OF NORTH ST. VRAIN CREEK; THENCE N48°29'34"W, ALONG SAID CENTERLINE OF NORTH ST. VRAIN CREEK, A DISTANCE OF 29.16+/- FEET; THENCE N47°31'09"E, A DISTANCE OF 97.13+/- FEET; THENCE N09°57'11"W, A DISTANCE OF 94.77 FEET; THENCE N36°01'39"E, A DISTANCE OF 326.88 FEET; THENCE N27°20'28"W, A DISTANCE OF 170.85 FEET; THENCE N17°39'32"E, A DISTANCE OF 218.85 FEET; THENCE N47°28'33"E, A DISTANCE OF 18.76 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 17,426 SQ.FT. OR 0.40 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.

JOB NUMBER: 15-65,991
DRAWN BY: E. DAVIS
DATE: SEPTEMBER 30, 2015
REV: OCTOBER 23, 2015
REV: AUGUST 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.

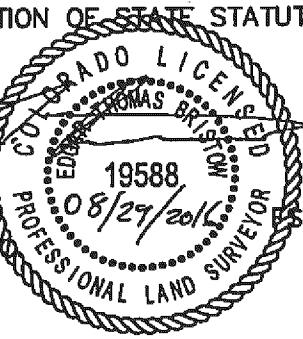
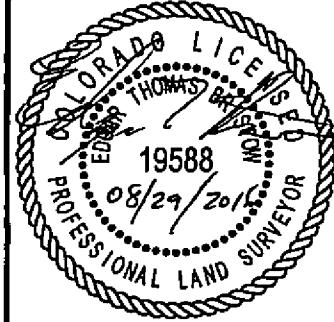
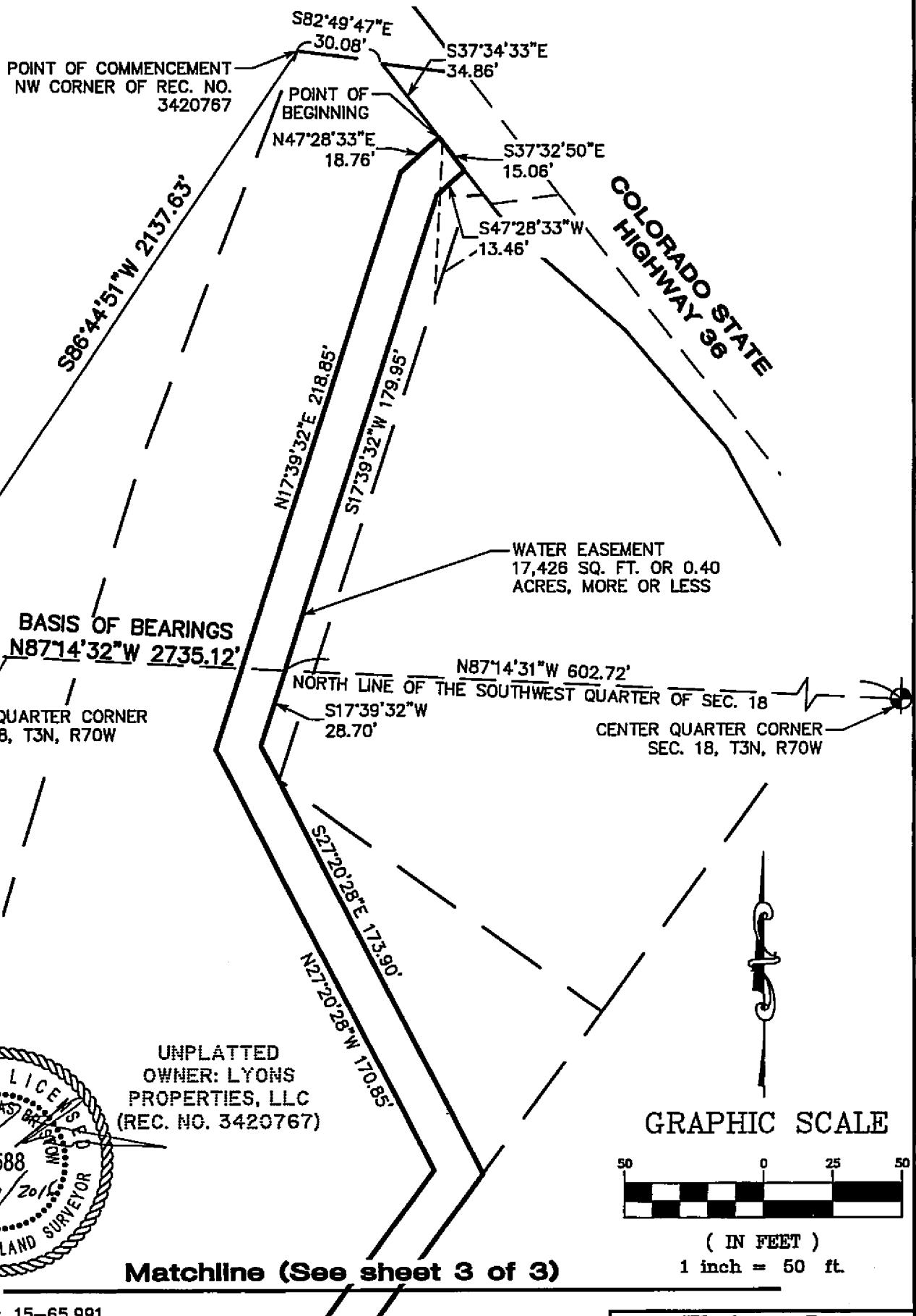


EXHIBIT "A"

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

SHEET 2 OF 3



JOB NUMBER: 15-65,991
DRAWN BY: E. DAVIS
DATE: SEPTEMBER 30, 2015
REV: OCTOBER 23, 2015
REV: AUGUST 26, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
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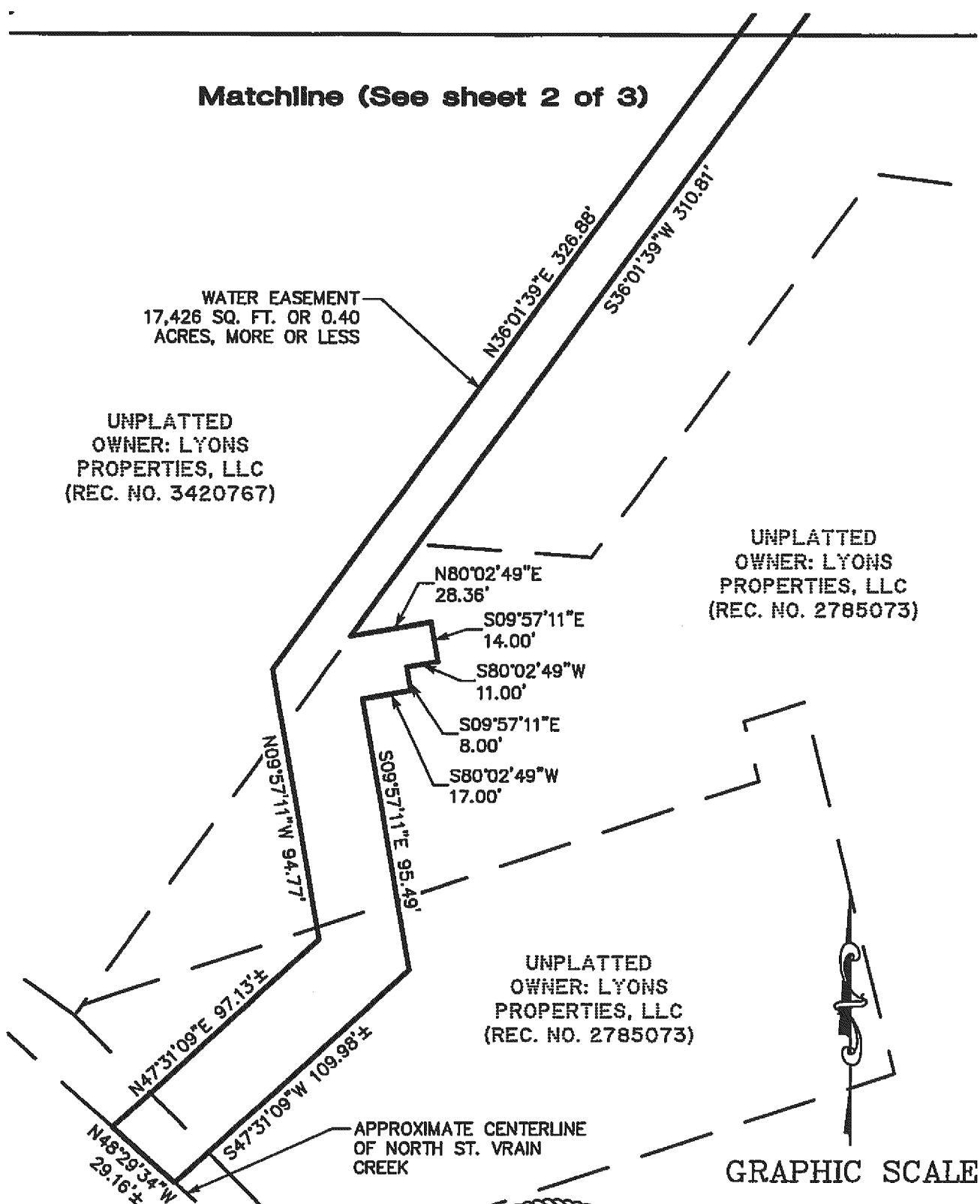
Flatirons, Inc.
Surveying, Engineering & Geomatics
655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

EXHIBIT "A"

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

SHEET 3 OF 3

Matchline (See sheet 2 of 3)



JOB NUMBER: 15-65,991
DRAWN BY: E. DAVIS
DATE: SEPTEMBER 30, 2015
REV: OCTOBER 23, 2015
REV: AUGUST 26, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
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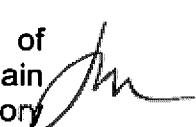
EXHIBIT 4

[Temporary Revegetation Easement & Agreement, including Exhibits A and B]

EXHIBIT A - survey of the Easement Parcel

EXHIBIT B - [revegetation plan]

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT ("Easement") is granted this 25th day of JANUARY, 2015, by [River Bend owners], whose legal address is 501 West Main Street, Lyons, Colorado 80540, (the "Owner"), to the TOWN OF LYONS, a statutory municipality of the State of Colorado, whose legal address is 432 5th Avenue 80540 (the "Town"). 

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Owner hereby grants to the Town, its contractors, agents, representatives, employees, successors and assigns, a Temporary Easement on, through, over, under, and along a certain parcel of real property, as more particularly described on the attached Exhibit A (the "Easement Parcel"), for the purpose of seeding, watering, maintaining, weeding, cutting and replacing vegetation in flood-damaged and disturbed areas.

Together with all appurtenances thereto, and together with the permanent and perpetual right to enter upon said premises and upon so much of the adjoining premises of the Owner as may be reasonable and necessary for the full enjoyment of the rights granted herein.

The rights granted by this Easement shall terminate, and this Easement shall cease to be effective, upon a determination by the Town, communicated in writing to the Owner, that the vegetation is capable of surviving in its natural state, without further human intervention, or on April 30, 2017, whichever is earlier.

In further consideration hereof, the Owner covenants and agrees that no building, improvement, structure or other above or below ground obstruction will be placed, erected, installed or permitted upon the above-described premises that will interfere with the purposes aforesaid; and further covenants and agrees that in the event of any violation of the terms of this paragraph, such violation will be corrected and eliminated immediately upon receipt of notice from the Town, and the Town shall have the right to correct and eliminate such violation in which event the Owner, its administrators, legal representatives, successors and assigns, shall promptly reimburse the Town for the actual costs thereof.

In further consideration of the granting of this Easement, it is hereby agreed that all work performed by the Town, its successors and assigns, or by public utility providers, in connection with this Easement shall be done with reasonable care, and the surface of any adjoining property which may be damaged as a result of the Town's or such public utility provider's construction activities shall be restored reasonably similar to its original condition prior to the start of construction following completion of the construction and installation of the municipal and public utility improvements.

The Owner covenants and agrees that, as of the date hereof, the Owner is well seized of the property underlying the premises conveyed hereby, and has full power and authority to grant and convey the same as aforesaid, and that the same are free

and clear of all former grants, bargains, sales, liens, delinquent taxes or assessments, or any other encumbrances or restrictions of any kind. The Owner hereby warrants title in the conveyed premises to the Town, its successors and assigns, against the claims and demands of any persons lawfully claiming the same.

The rights and benefits created, granted, bargained, sold and conveyed hereby shall constitute a perpetual burden upon the estate of the Owner in the underlying lands, and shall run with the land and be binding upon the Owner and its administrators, successors and assigns.

IN WITNESS WHEREOF, the Owner has executed this instrument this 25th day of January, 2015.

OWNER:

Jerry Moore
By: Jerry Moore
Title: Manager

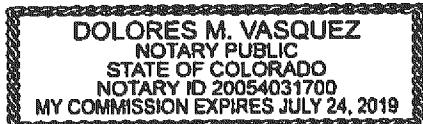
STATE OF COLORADO)
)
COUNTY OF BOULDER)
)
S

The foregoing instrument was acknowledged before me this 25th day of January, 2015, by (name): Jerry Moore.

Witness my hand and seal.

My commission expires: July 24, 2019

[SEAL]



Dolores M. Vasquez
Notary Public

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER 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 TEMPORARY CONSTRUCTION PURPOSES OVER AND ACROSS PARCELS OF LAND AS DESCRIBED IN DEEDS RECORDED WITH BOULDER COUNTY ON JANUARY 5, 2015 AT RECEIPTION NO. 3420767, JUNE 20, 2006 AT RECEIPTION NO. 2785072, AND ON JUNE 20, 2006 AT RECEIPTION NO. 2785073, IN THE SOUTHWEST QUARTER 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 LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18 TO BEAR SOUTH 87°17'55" EAST, A DISTANCE OF 1317.04 FEET BETWEEN A FOUND NO. 6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "EHRHART GRIFFIN & ASSOCIATED S18 C-N-SW 1/64 2015 LS 29414" AT THE CENTER-NORTH-SOUTHWEST 1/64 CORNER OF SECTION 18 AND A FOUND NO. 5 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "MD JOHNSON LS 6716 SEC 18 T3N R70W 6TH PM 1/64" AT THE CENTER-NORTH-SOUTH 1/64 CORNER OF SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED AT RECEIPTION NO. 3420767, SAID POINT ALSO BEING A POINT ON THE APPROXIMATE PRE-2013 FLOOD CENTERLINE OF THE NORTH ST. VRAIN RIVER; FROM WHENCE THE C-N-SW 1/64 BEARS SOUTH 62°52'13" WEST, A DISTANCE OF 427.32 FEET; THENCE NORTH 24°28'55" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 123.18 FEET; THENCE SOUTH 52°27'55" EAST, A DISTANCE OF 92.32 FEET; THENCE SOUTH 40°02'37" EAST, A DISTANCE OF 67.61 FEET; THENCE SOUTH 31°57'13" EAST, A DISTANCE OF 17.83 FEET; THENCE SOUTH 67°33'46" EAST, A DISTANCE OF 70.43 FEET; THENCE SOUTH 48°28'41" EAST, A DISTANCE OF 85.79 FEET; THENCE SOUTH 31°59'15" EAST, A DISTANCE OF 65.40 FEET; THENCE SOUTH 43°52'36" EAST, A DISTANCE OF 5.95 FEET; THENCE SOUTH 47°51'07" EAST, A DISTANCE OF 117.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18; THENCE ALONG SAID SECTION LINE NORTH 87°17'55" WEST, A DISTANCE OF 186.40 FEET, TO A POINT ON THE APPROXIMATE EXISTING CENTERLINE OF THE NORTH ST. VRAIN RIVER; THENCE ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING THREE (3) COURSES AND DISTANCES;

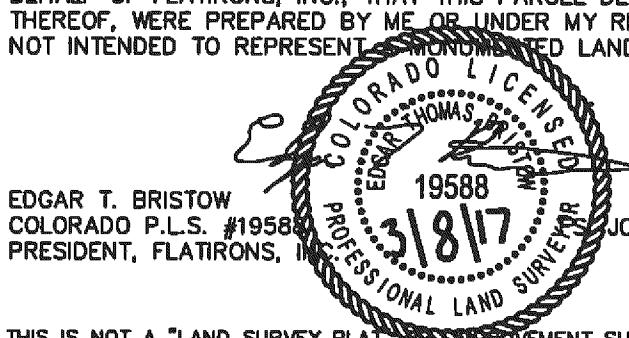
1. NORTH 31°59'15" WEST, A DISTANCE OF 60.51 FEET;
2. THENCE NORTH 48°28'41" WEST, A DISTANCE OF 48.23 FEET;
3. THENCE NORTH 67°33'46" WEST, A DISTANCE OF 82.82 FEET;

THENCE ALONG SAID APPROXIMATE PRE-2013 FLOOD CENTERLINE OF THE NORTH ST. VRAIN RIVER THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 41°35'26" WEST, A DISTANCE OF 20.81 FEET;
2. THENCE NORTH 31°57'13" WEST, A DISTANCE OF 32.24 FEET;
3. THENCE NORTH 40°02'37" WEST, A DISTANCE OF 46.06 FEET;
4. THENCE NORTH 52°27'55" WEST, A DISTANCE OF 51.44 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 51,809 SQUARE FEET OR 1.19 ACRES OF LAND, 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 AN UNLICENSED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



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

JOB NO. 15-66,809

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.

JOB NUMBER: 15-66,809
DRAWN BY: E. DAVIS
DATE: MARCH 6, 2017



EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER 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

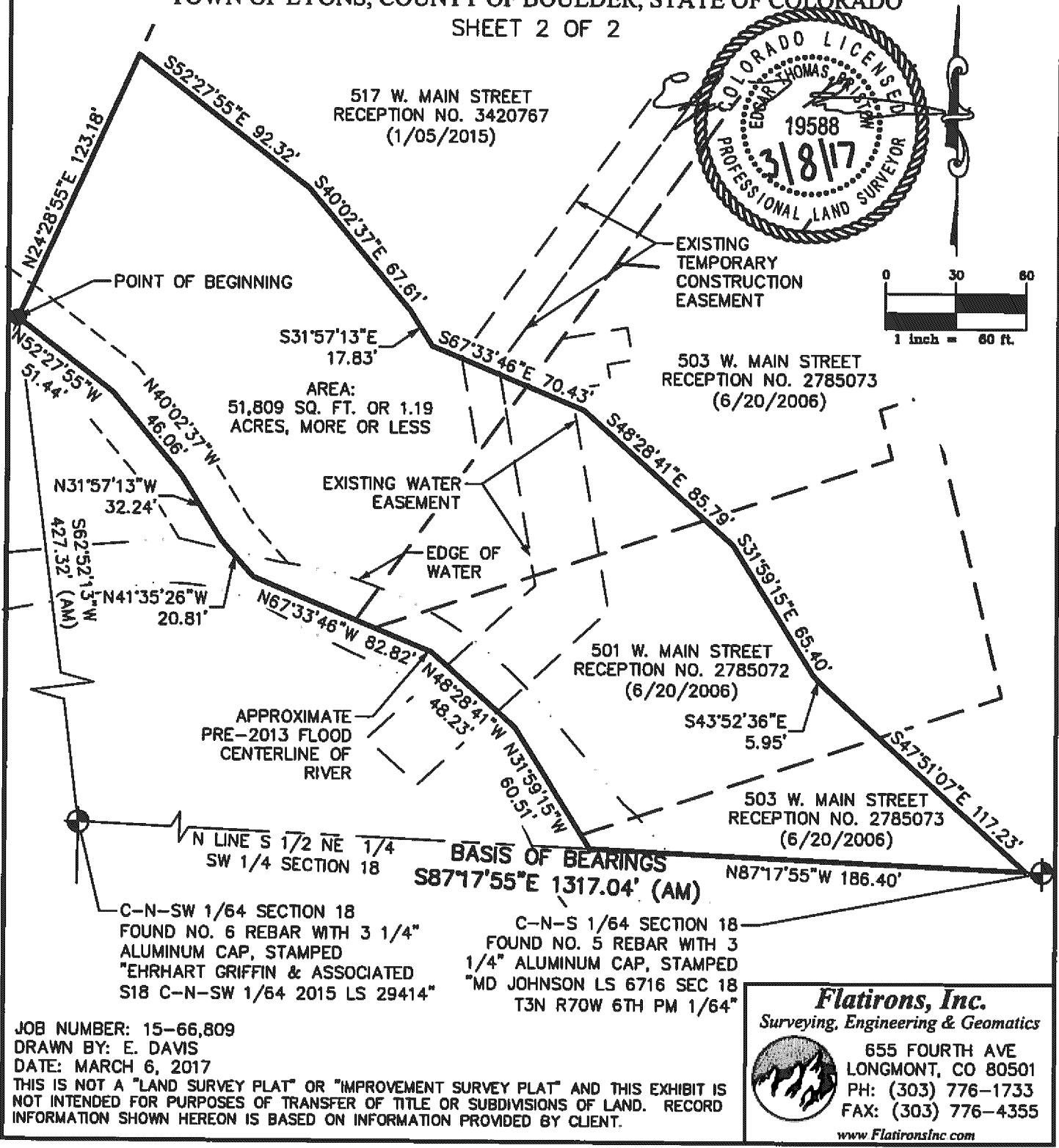


EXHIBIT B

[Landscape Plan -- Ripley Design -- Sheet L-7.3]
(1 sheet)

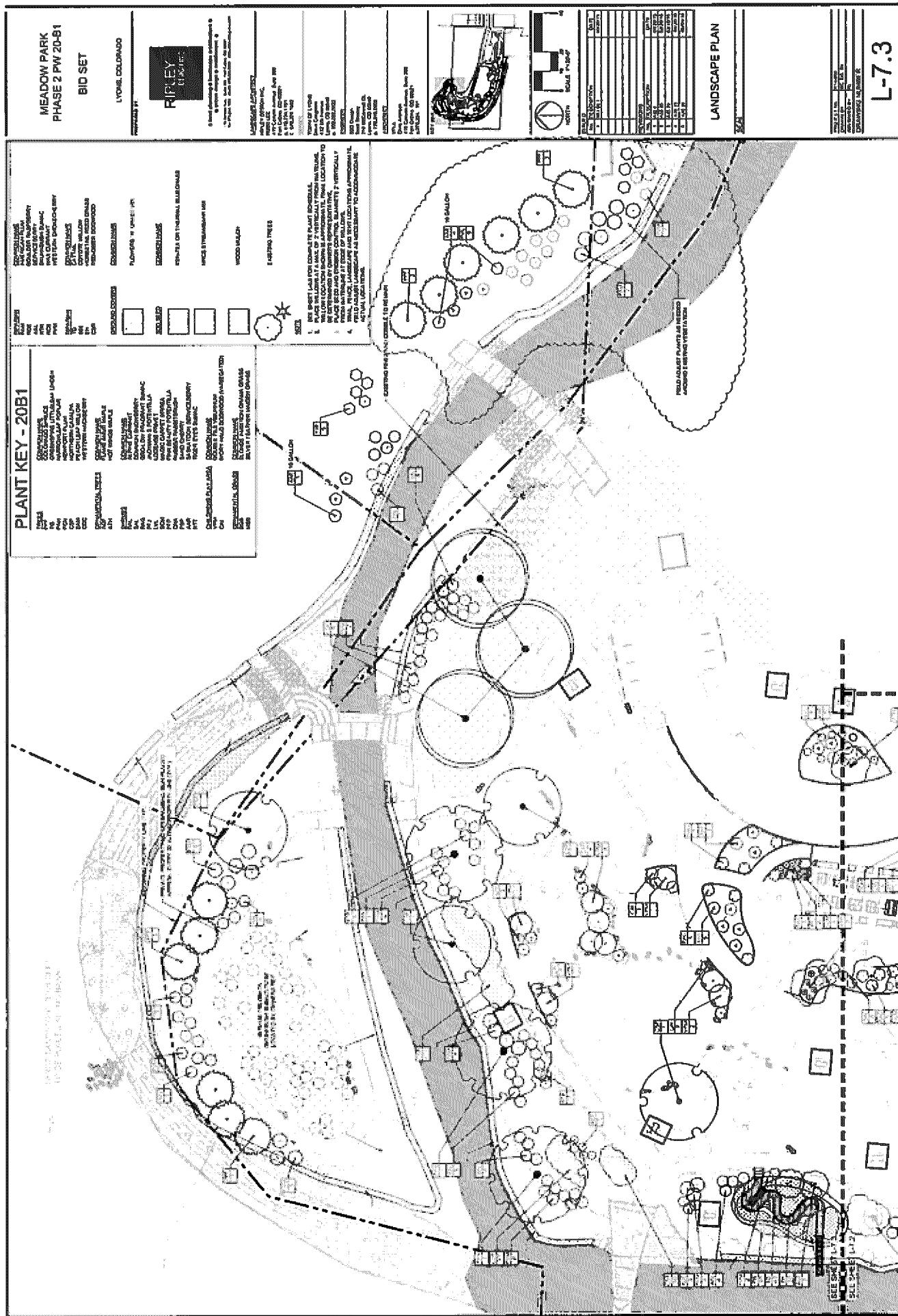


Exhibit B to the Temporary Revegetation Easement & Agreement

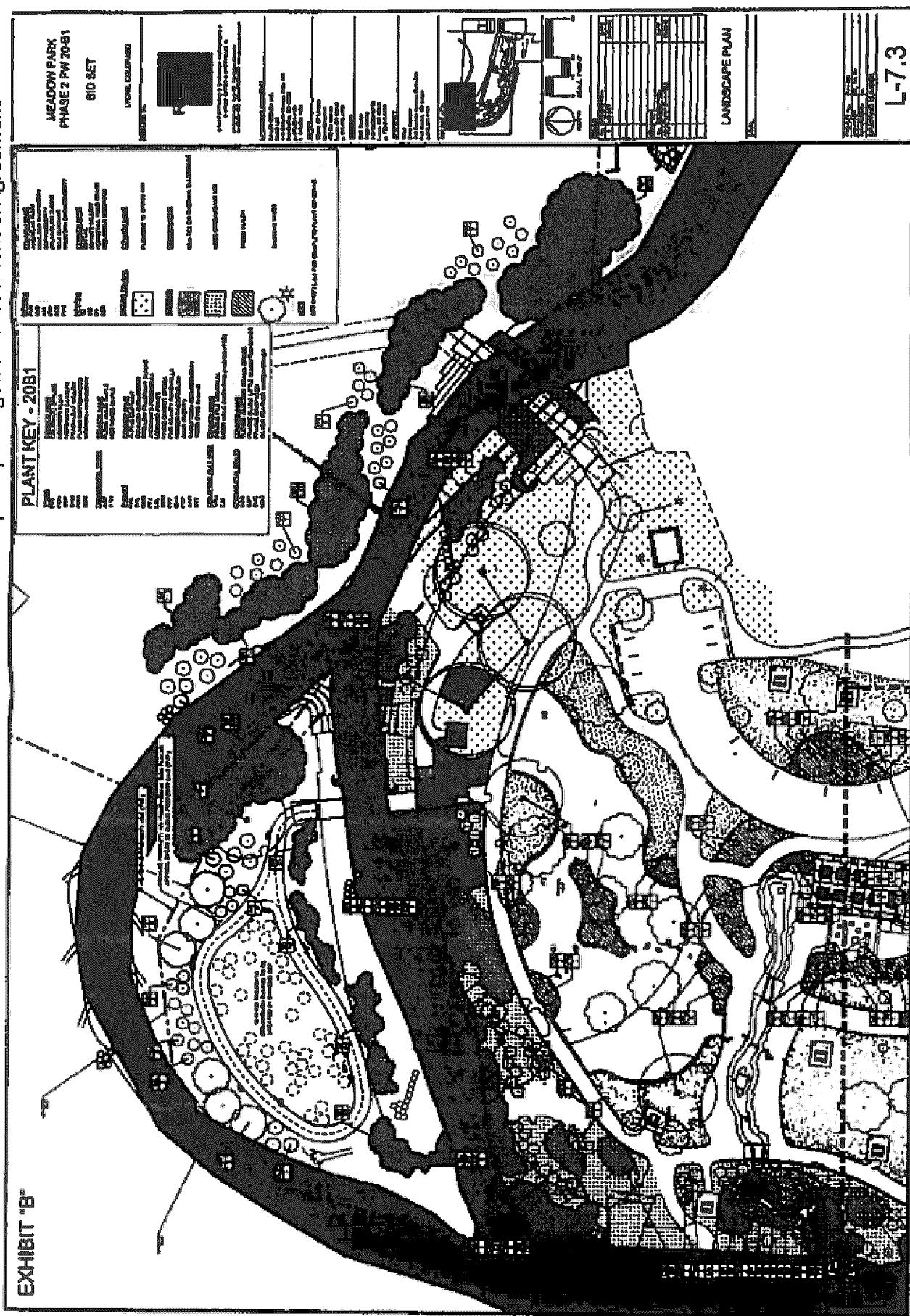


EXHIBIT 5

[QCD from Town to LP re the "Crescent", including Exhibits A-1 and A-2]

EXHIBIT A-1 – metes and bounds description of the "Crescent"
EXHIBIT A-2 – survey of the Crescent

After recording, return to:
Lyons Properties, LLC
attn: Jerry Moore
P.O. Box 312
Lyons, CO 80540

NO DOCUMENTARY FEE REQUIRED PER C.R.S. § 39-13-104(1)(a)

QUITCLAIM DEED

This Quitclaim Deed dated this 2 day of February, 2017, is between the **TOWN OF LYONS**, a municipal corporation of the State of Colorado, whose address is 432 5th Avenue, Lyons, Colorado 80540 ("Grantor"), and **LYONS PROPERTIES, LLC**, a Colorado limited liability company, whose address is 4121 Highway 66, P.O. Box 312, Lyons, Colorado 80540 (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto Grantee, its successors and assigns forever, all right, title, interest, claim, and demand which Grantor has in and to the real property lying to the North of the Common Boundary as established and described with specificity in **Exhibit A** to that certain Boundary Line Agreement dated January 26, 2017, and recorded on January 27, 2017 at Reception No. 03571838 in the real property records of Boulder County, Colorado, together with improvements, if any situate (the "Subject Property").

TO HAVE AND TO HOLD the Subject Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of Grantor, either in law or equity, to the only proper use and benefit of Grantee and Grantee's successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on the date set forth below.

GRANTOR:

TOWN OF LYONS, a municipal corporation
of the State of Colorado

By:



Connie Sullivan, Mayor
(Pursuant to the authority granted by Resolution 2016-42)

Boulder County, CO

03572943

2 of 2

STATE OF COLORADO)
COUNTY OF BOULDER) ss.

The foregoing instrument was acknowledged before me this 2nd day of February, 2017, by Connie Sullivan, in her capacity as the Mayor of the Town of Lyons, a municipal corporation of the State of Colorado.

Witness my hand and official seal.

My commission expires:

[SEAL]



Notary Public

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER 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

A LINE OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER 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 LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18 TO BEAR SOUTH 87°17'55" EAST, A DISTANCE OF 1317.04 FEET BETWEEN A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "EHRHART GRIFFIN & ASSOCIATED S18 C-N-SW 1/64 2015 LS 29414" AT THE CENTER-NORTH-SOUTHWEST 1/64 OF SECTION 18 AND A FOUND #5 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "MD JOHNSON LS 6716 SEC 18 T3N R70W 6TH PM 1/16" AT THE CENTER-NORTH-SOUTH 1/64 OF SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED WITH BOULDER COUNTY ON JANUARY 5, 2015 AT RECEIPTION NO. 3420767 (517 W. MAIN STREET), MONUMENTED BY A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "GMS LS 38127", SAID POINT ALSO BEING ON THE APPROXIMATE CENTERLINE OF THE NORTH ST. VRAIN RIVER PRIOR TO THE 2013 FLOOD, FROM WHICH THE SAID CENTER-NORTH-SOUTHWEST 1/64 OF SECTION 18 BEARS SOUTH 62°52'13" WEST, A DISTANCE OF 427.32 FEET; THENCE ALONG SAID PRIOR RIVER CENTERLINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- 1) SOUTH 52°27'55" EAST, DISTANCE OF 51.44 FEET TO A POINT MONUMENTED BY A REFERENCE MONUMENT BEARING NORTH 49°56'41" EAST, A DISTANCE OF 15.0 FEET, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588";
- 2) THENCE SOUTH 40°02'37" EAST, DISTANCE OF 46.06 FEET TO A POINT MONUMENTED BY A REFERENCE MONUMENT BEARING SOUTH 58°02'53" WEST, A DISTANCE OF 16.0 FEET, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588";
- 3) THENCE SOUTH 31°57'13" EAST, DISTANCE OF 32.24 FEET TO A POINT MONUMENTED BY A REFERENCE MONUMENT BEARING SOUTH 57°59'09" WEST, A DISTANCE OF 16.0 FEET, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588";
- 4) THENCE SOUTH 41°35'26" EAST, DISTANCE OF 20.81 FEET TO A POINT ON THE CENTERLINE OF THE NORTH ST. VRAIN RIVER AS IT CURRENTLY EXISTS, SAID POINT BEING WITNESSED BY A #5 REBAR WITH 1 1/4" YELLOW PLASTIC CAP, STAMPED "EHRHART LS 29414 #97" BEARING SOUTH 39°40'40" WEST, A DISTANCE OF 49.77 FEET; THENCE ALONG SAID CENTERLINE OF THE EXISTING NORTH ST VRAIN RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES;

- 1) SOUTH 67°33'46" EAST, DISTANCE OF 82.82 FEET;
- 2) THENCE SOUTH 48°28'41" EAST, DISTANCE OF 48.23 FEET;
- 3) THENCE SOUTH 31°59'15" EAST, DISTANCE OF 60.51 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 18, MONUMENTED BY A WITNESS CORNER, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588 50' WC", WHICH BEARS SOUTH 87°17'55" EAST, A DISTANCE OF 50.00 FEET
- 4) THENCE SOUTH 43°52'36" EAST, DISTANCE OF 22.61 FEET;
- 5) THENCE SOUTH 47°51'07" EAST, DISTANCE OF 75.64 FEET;
- 6) THENCE SOUTH 64°43'57" EAST, DISTANCE OF 75.60 FEET;
- 7) THENCE SOUTH 73°58'07" EAST, DISTANCE OF 75.83 FEET;
- 8) THENCE SOUTH 87°08'40" EAST, DISTANCE OF 19.58 FEET;
- 9) THENCE NORTH 86°32'27" EAST, DISTANCE OF 98.67 FEET;
- 10) THENCE NORTH 85°22'56" EAST, DISTANCE OF 60.98 FEET;
- 11) THENCE NORTH 65°30'09" EAST, DISTANCE OF 61.17 FEET;
- 12) THENCE NORTH 57°42'45" EAST, DISTANCE OF 65.25 FEET;
- 13) THENCE NORTH 47°47'45" EAST, DISTANCE OF 10.42 FEET;
- 14) THENCE NORTH 42°43'47" EAST, DISTANCE OF 24.88 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 18, MONUMENTED BY A WITNESS CORNER, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588 30' WC", WHICH BEARS NORTH 87°17'55" WEST, A DISTANCE OF 50.00 FEET AND FROM WHICH THE CENTER-NORTH-SOUTH 1/64 SECTION 18 BEARS SOUTH 87°17'55" EAST, A DISTANCE OF 162.18 FEET, SAID POINT ALSO BEING THE POINT OF TERMINUS.

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 DESCRIPTION OF A LINE AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED AS A MEASURE OF 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
CHAIRMAN/CEO, FLATIRONS, INC.

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.
JOB NUMBER: 15-66,809 DRAWN BY: M. VOYLES 5/26/16 (REV 9/14/16)

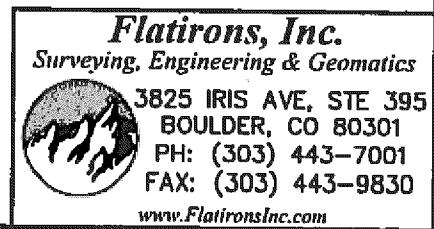


EXHIBIT "A"

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

3

517 W. MAIN STREET
RECEPTION NO. 3420767
(1/05/2015)

POINT OF BEGINNING
FOUND #5 REBAR WITH
1 1/2" ALUMINUM CAP,
STAMPED "GMS LS
38127"

PRE-2013
FLOOD RIVER
CHANNEL
L19 TO OFFSET

L20 TO OFFSET
L2
L21 TO OFFSET
L3
L2

L5
L6
L7
L8
L9
L22

FOUND #5 REBAR WITH 1
1/4" YELLOW PLASTIC
CAP, STAMPED "EHRHART
LS29414 #97"

501 W. MAIN STREET
RECEPTION NO. 2785072
(6/20/2006)

503 W. MAIN STREET
RECEPTION NO. 2785073
(6/20/2006)

NORTH HALF,
NORTHEAST 1/4
SOUTHWEST 1/4
SECTION 18

SOUTH HALF,
NORTHEAST 1/4
SOUTHWEST 1/4
SECTION 18

NORTH ST.
VRADN CREEK

L10
L11
L12
L13
L14
L15

C-N-SW 1/64 SECTION 18
FOUND #6 REBAR WITH 3
1/4" ALUMINUM CAP,
STAMPED "EHRHART GRIFFIN
& ASSOCIATED S18 C-N-SW
1/64 2015 LS 29414"

C-N-S 1/64 SECTION 18
FOUND #5 REBAR WITH 3 1/4"
ALUMINUM CAP, STAMPED "MD
JOHNSON LS 6716 SEC 18 T3N
R70W 6TH PM 1/16"

POINT OF
TERMINUS
S8717'55"E 162.18'

30'00"
1/16

BASIS OF BEARINGS (TR-2507)

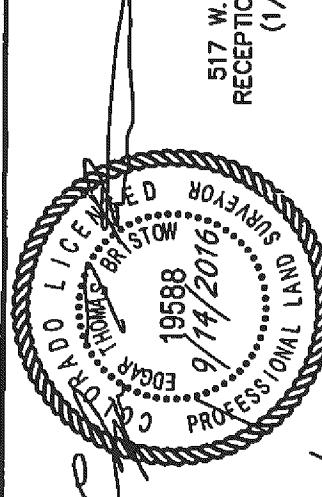
POINT OF
BEGINNING
C-N-SW 1/64 SECTION 18
FOUND #6 REBAR WITH 3
1/4" ALUMINUM CAP,
STAMPED "EHRHART GRIFFIN
& ASSOCIATED S18 C-N-SW
1/64 2015 LS 29414"

APPROXIMATE
CENTERLINE OF
CURRENT RIVER
POSITION

POINT OF
TERMINUS

BASIS OF BEARINGS
N LINE S 1/2 NE 1/4 SW 1/4 SECTION 18
S8717'55"E 1317.04'

1 Inch = 80 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.
JOB NUMBER: 15-66,809 DRAWN BY: M. VOYLES
5/26/16 (REV 9/14/16)

Flatirons, Inc.
Surveying, Engineering & Geomatics
3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.flatironsinc.com

EXHIBIT "A"

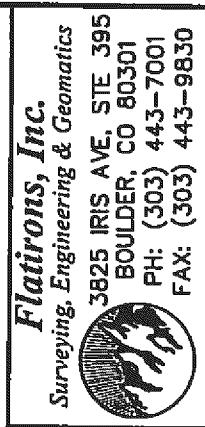
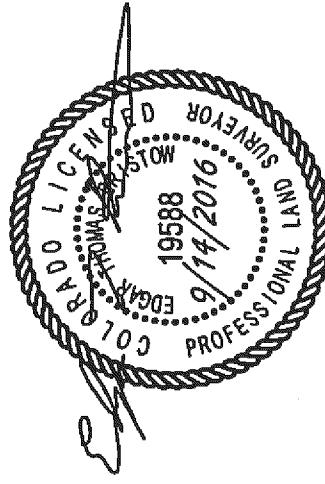
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3
NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO
SHEET 3 OF 3

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	51.44	S52°27'55"E
L2	46.06	S40°02'37"E
L3	32.24	S31°57'13"E
L4	20.81	S41°35'26"E
L5	82.82	S67°33'46"E
L6	48.25	S48°28'41"E
L7	60.51	S31°59'15"E
L8	22.61	S43°52'36"E
L9	75.64	S47°51'07"E
L10	75.60	S64°43'57"E
L11	75.83	S73°58'07"E
L12	19.58	S87°08'40"E
L13	98.67	N86°32'27"E
L14	60.98	N85°22'56"E
L15	61.17	N65°30'09"E
L16	65.25	N57°42'45"E
L17	10.42	N47°47'45"E
L18	24.88	N42°43'47"E
L19	14.99	N49°56'41"E
L20	16.02	S58°02'53"W
L21	16.01	S57°59'09"W
L22	49.77	S39°40'40"W

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 16406", OFFSET AS DESCRIBED
- 1 SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 16406", 15' OFFSET
- 2 SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 16406", 16' OFFSET



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. JOB NUMBER: 15-66,809 DRAWN BY: M. VOLLES 5/26/16 (REV 9/14/16)

BY: M. VOLLES FILE: 66609_BOUNDARY LINE ADJUSTMENT(Dwg).Dwg DATE: 9/14/2016 3:05 PM

EXHIBIT 6

[QCD from LP to Town re the land south of centerline of River, including Exhibits A-1 and A-2]

EXHIBIT A-1 – metes and bounds description of the subject land
EXHIBIT A-2 – survey of the property

03572944 02/02/2017 01:38 PM
RF: \$18.00 DF: \$0.00 Page: 1 of 2

Electronically recorded in Boulder County Colorado. Recorded as received.

After recording, return to:
Deb Anthony, MMC, Town Clerk
Town of Lyons
432 5th Avenue
P.O. Box 49
Lyons, CO 80540

NO DOCUMENTARY FEE REQUIRED PER C.R.S. § 39-13-104(1)(a)

QUITCLAIM DEED

This Quitclaim Deed dated this 2nd day of February, 2017, is made by and between LYONS PROPERTIES, LLC, a Colorado limited liability company, whose address is 4121 Highway 66, P.O. Box 312, Lyons, Colorado 80540 ("Grantor") and the TOWN OF LYONS, a municipal corporation of the State of Colorado, whose address is 432 5th Avenue, Lyons, Colorado 80540 (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto Grantee, its successors and assigns forever, all right, title, interest, claim, and demand which Grantor has in and to the real property lying to the South of the Common Boundary as established and described with specificity in **Exhibit A** to that certain Boundary Line Agreement dated January 26, 2017, and recorded on January 27, 2017 at Reception No. 03571838 in the real property records of Boulder County, Colorado, together with improvements, if any situate (the "Subject Property").

No other consideration

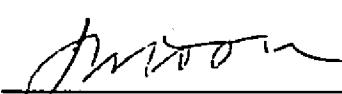
TO HAVE AND TO HOLD the Subject Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of Grantor, either in law or equity, to the only proper use and benefit of Grantee and Grantee's successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on the date set forth below.

GRANTOR:

LYONS PROPERTIES, LLC,
a Colorado limited liability company

By:



Jerry Moore, Manager

Boulder County, CO

03572944

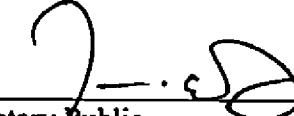
2 of 2

STATE OF COLORADO)
COUNTY OF Boulder) ss.
)

The foregoing instrument was acknowledged before me this 2 day of February, 2017, by Jerry Moore, as Manager of LYONS PROPERTIES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9/28/19



Notary Public

[SEAL] S E THORNTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074036794
MY COMMISSION EXPIRES SEPTEMBER 28, 2019

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER 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

A LINE OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER 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 LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18 TO BEAR SOUTH 87°17'55" EAST, A DISTANCE OF 1317.04 FEET BETWEEN A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "EHRHART GRIFFIN & ASSOCIATED S18 C-N-SW 1/64 2015 LS 29414" AT THE CENTER-NORTH-SOUTHWEST 1/64 OF SECTION 18 AND A FOUND #5 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "MD JOHNSON LS 6716 SEC 18 T3N R70W 6TH PM 1/16" AT THE CENTER-NORTH-SOUTH 1/64 OF SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED WITH BOULDER COUNTY ON JANUARY 5, 2015 AT RECEIPT NO. 3420767 (517 W. MAIN STREET), MONUMENTED BY A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "GMS LS 38127", SAID POINT ALSO BEING ON THE APPROXIMATE CENTERLINE OF THE NORTH ST. VRAIN RIVER PRIOR TO THE 2013 FLOOD, FROM WHICH THE SAID CENTER-NORTH-SOUTHWEST 1/64 OF SECTION 18 BEARS SOUTH 62°52'13" WEST, A DISTANCE OF 427.32 FEET; THENCE ALONG SAID PRIOR RIVER CENTERLINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- 1) SOUTH 52°27'55" EAST, DISTANCE OF 51.44 FEET TO A POINT MONUMENTED BY A REFERENCE MONUMENT BEARING NORTH 49°56'41" EAST, A DISTANCE OF 15.0 FEET, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588";
- 2) THENCE SOUTH 40°02'37" EAST, DISTANCE OF 46.06 FEET TO A POINT MONUMENTED BY A REFERENCE MONUMENT BEARING SOUTH 58°02'53" WEST, A DISTANCE OF 16.0 FEET, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588";
- 3) THENCE SOUTH 31°57'13" EAST, DISTANCE OF 32.24 FEET TO A POINT MONUMENTED BY A REFERENCE MONUMENT BEARING SOUTH 57°59'09" WEST, A DISTANCE OF 16.0 FEET, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588";
- 4) THENCE SOUTH 41°35'26" EAST, DISTANCE OF 20.81 FEET TO A POINT ON THE CENTERLINE OF THE NORTH ST. VRAIN RIVER AS IT CURRENTLY EXISTS, SAID POINT BEING WITNESSED BY A #5 REBAR WITH 1 1/4" YELLOW PLASTIC CAP, STAMPED "EHRHART LS 29414 #97" BEARING SOUTH 39°40'40" WEST, A DISTANCE OF 49.77 FEET; THENCE ALONG SAID CENTERLINE OF THE EXISTING NORTH ST VRAIN RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES;

- 1) SOUTH 67°33'46" EAST, DISTANCE OF 82.82 FEET;
- 2) THENCE SOUTH 48°28'41" EAST, DISTANCE OF 48.23 FEET;
- 3) THENCE SOUTH 31°59'15" EAST, DISTANCE OF 60.51 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 18, MONUMENTED BY A WITNESS CORNER, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588 50' WC", WHICH BEARS SOUTH 87°17'55" EAST, A DISTANCE OF 50.00 FEET
- 4) THENCE SOUTH 43°52'36" EAST, DISTANCE OF 22.61 FEET;
- 5) THENCE SOUTH 47°51'07" EAST, DISTANCE OF 75.64 FEET;
- 6) THENCE SOUTH 64°43'57" EAST, DISTANCE OF 75.60 FEET;
- 7) THENCE SOUTH 73°58'07" EAST, DISTANCE OF 75.83 FEET;
- 8) THENCE SOUTH 87°08'40" EAST, DISTANCE OF 19.58 FEET;
- 9) THENCE NORTH 86°32'27" EAST, DISTANCE OF 98.67 FEET;
- 10) THENCE NORTH 85°22'56" EAST, DISTANCE OF 60.98 FEET;
- 11) THENCE NORTH 65°30'09" EAST, DISTANCE OF 61.17 FEET;
- 12) THENCE NORTH 57°42'45" EAST, DISTANCE OF 65.25 FEET;
- 13) THENCE NORTH 47°47'45" EAST, DISTANCE OF 10.42 FEET;
- 14) THENCE NORTH 42°43'47" EAST, DISTANCE OF 24.88 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 18, MONUMENTED BY A WITNESS CORNER, BEING A #5 REBAR WITH 1 1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV 19588 30' WC", WHICH BEARS NORTH 87°17'55" WEST, A DISTANCE OF 50.00 FEET AND FROM WHICH THE CENTER-NORTH-SOUTH 1/64 SECTION 18 BEARS SOUTH 87°17'55" EAST, A DISTANCE OF 162.18 FEET, SAID POINT ALSO BEING THE POINT OF TERMINUS.

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 DESCRIPTION OF A LINE AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED PASSE ON 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
CHAIRMAN/CEO, FLATIRONS

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.
JOB NUMBER: 15-66,809 DRAWN BY: M. VOYLES 5/26/16 (REV 9/14/16)

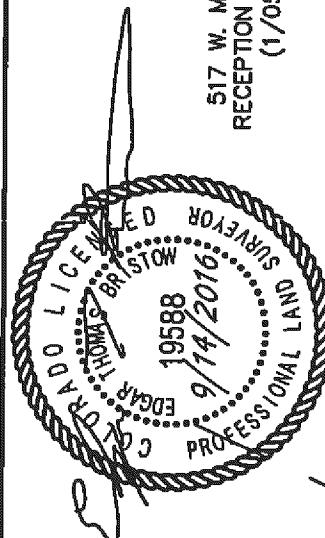
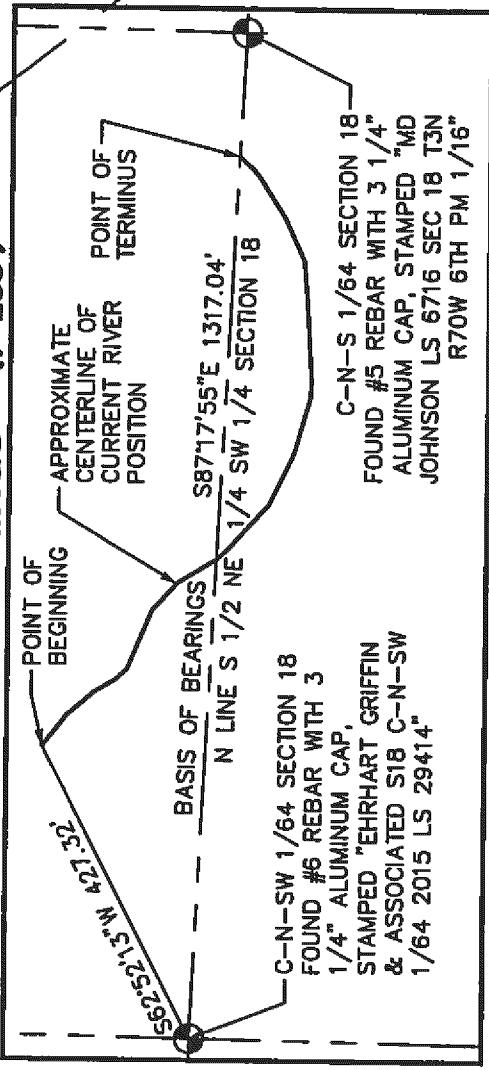


EXHIBIT "A"

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

SHEET 2 OF 3

BASIS OF BEARINGS (r=2500)



517 W. MAIN STREET
RECEPTION NO. 3420767
(1/05/2015)

POINT OF BEGINNING
FOUND #5 REBAR WITH
1 1/2" ALUMINUM CAP,
STAMPED "GMS LS
38127"

FLOOD RIVER
CHANNEL
L19 TO OFFSET

L20 TO OFFSET
L21 TO OFFSET

L5
L6
L7
L8
L9
L22

501 W. MAIN STREET
RECEPTION NO. 2785072
(6/20/2006)

50' WITNESS
CORNER EAST

L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15

503 W. MAIN STREET
RECEPTION NO. 2785073
(6/20/2006)

NORTH HALF,
NORTHEAST 1/4
SOUTHWEST 1/4
SECTION 18

30' WITNESS
CORNER WEST

SOUTH HALF,
NORTHEAST 1/4
SOUTHWEST 1/4
SECTION 18

POINT OF
TERMINUS
S87'17" 55'E 162.18'

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"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.
JOB NUMBER: 15-66-809 DRAWN BY: M. VOYLES
5/26/16 (REV 9/4/16)

BY: M. VOYLES FILE: 655039_BOUNDARY LINE ADJUSTMENT(REV).DWG DATE: 5/14/2016 3:04 PM

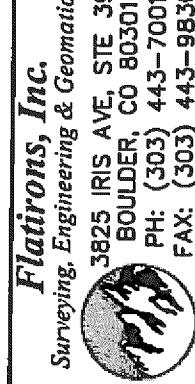


EXHIBIT "A"

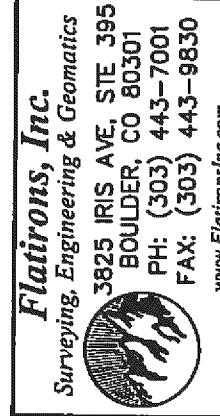
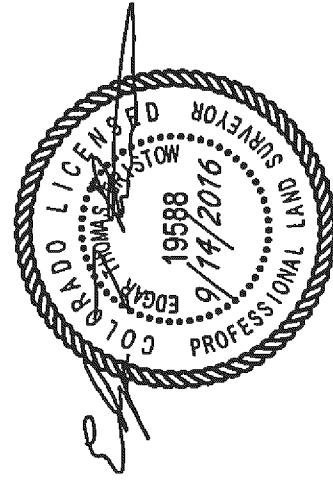
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3
NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO
SHEET 3 OF 3

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	51.44	S52°27'55"E
L2	46.06	S40°02'37"E
L3	32.24	S31°57'13"E
L4	20.81	S41°35'26"E
L5	82.82	S67°33'46"E
L6	48.25	S48°28'41"E
L7	60.51	S31°59'15"E
L8	22.61	S43°52'36"E
L9	75.64	S47°51'07"E
L10	75.60	S64°43'57"E
L11	75.83	S73°58'07"E
L12	19.58	S87°08'40"E
L13	98.67	N86°32'27"E
L14	60.98	N85°22'56"E
L15	61.17	N65°30'09"E
L16	65.25	N57°42'45"E
L17	10.42	N47°47'45"E
L18	24.88	N42°43'47"E
L19	14.99	N49°56'41"E
L20	16.02	S58°02'53"W
L21	16.01	S57°59'09"W
L22	49.77	S39°40'40"W

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 16406", OFFSET AS DESCRIBED
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 16406", 15' OFFSET
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 16406", 16' OFFSET



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RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
JOB NUMBER: 15-66,809 DRAWN BY: M. VOMES 5/26/16 (REV 9/14/16)

BY: NAVYLES FILE:66809_BOUNDARY LINE ADJUSTMENT(PREV).DWG DATE:9/14/2016 3:05 PM

EXHIBIT 7

[Forms - reserving the Diversion Area]

Permit Application & Agreement
Special Use/ Large Group/ Shelter and Park Facilities
Town of Lyons Department of Parks, Recreation & Cultural Events

Application Date: _____

PLEASE DO NOT LEAVE ANY BLANKS (MARK N/A AS APPROPRIATE). Detailed Answers will assist in expediting the processing of applications.

A. Fill in the blanks

Name of Event: _____

Date(s) of Activity, Event or Program: _____

Time(s) of Activity, Event or Program (include start and end time of event): _____

Applicant: Organization Name: _____

E-mail: _____

Applicant Name: _____ Phone: _____

Applicant Mailing Address: _____

Applicant over 18 years of age: yes no

Co-Applicant Name: _____ Phone: _____

Co-Applicant Mailing Address: _____

Applicant over 18 years of age: yes no

Responsible Party for Day of Event: Name: _____

Mobile Phone Number: _____

Number of Attendees _____

Number of Participants: _____ Entry fee per Participant: _____

Number of Vendors: _____ Number of Spectators: _____

*****Application Fees- cash or check is required at the time of submittal.**

\$50.00 Special Use Application Fee

\$15.00 Shelter Permit Application Fee

\$15.00 Large Group Application Fee

For assistance in completing the application please contact the Lyons Department of Parks, Recreation & Cultural Events at 303-823-8250 if needed.

Name of Park Facility/Shelter for reservation/permit: _____

Name, Type, Purpose of Activity, Event or Program (describe in detail the proposed use and activity for the park facility/shelter): _____

B. Vicinity Map/Site Plan

Attach a vicinity map and site plan for each event application.

**List all of the parks, trails, open space, roadways, bridges and other Town property proposed for use at the event.

C. Parking/Traffic Flow

1. Name(s) authorized personnel to direct traffic: _____

2. Are you planning to park on-site? _____ If yes, Where do you plan to park? Inculde a detailed number of vehicles you expect? How Do you intend to park them (i.e. parking plan)? _____

3. Are you planning to park off-site? _____ If yes, Where will you be parking? How will you be moving people to the event site? _____

4. Number of Parking Spaces Required: _____

5. Number of Parking Spaces Provided: _____

Be sure to indicate number of parking spaces and the locations of the following: parking areas, traffic flow, personnel directing traffic, and traffic signage on the site plan.

D. Security/Law Enforcement

Describe the plan for communications to be used in the event of an emergency (i.e. radio (what channels), cell phones, etc.): _____

1. Will your event involve multiple Law Enforcement Agencies? (list): _____

2. Do you anticipate utilizing uniform deputy services from ground security or traffic direction? If so, from which department/ office (list): _____

3. Will a private security company be used? _____
4. How will the security personnel be identified? _____
5. Will your event interrupt the normal traffic flow on any roadway? _____
6. Will your event seek to obtain authorization to park vehicles on any roadway? _____

7. Is there any possibility that your event could need the services of the Boulder County Sheriffs Department or the Boulder County Water Rescue Team, Lyons Fire Department? (List & Explain):

***Be sure to indicate locations of security personnel on the site plan. ***

E. Emergency Medical Care

1. Describe Emergency Medical Services arrangements/plan: _____

2. Indicate routes for EMS and Fire Crew access: _____

***Be sure to indicate locations of first aid and emergency services on the site plan. ***

F. Water

Indicate if participants/vendors are providing their own drinking water: _____
If providing water for your participants, describe water source and method of distribution:

***Be sure to indicate locations of water stations on the site plan if applicable. ***

G. Sanitation

1. Are you planning to use Town Restroom Facilities? If so, describe: _____

- Number of Port O Lets that you will be providing: _____
2. Describe disposal plan: _____

3. Drop off/ Pick Up Times: _____

***Be sure to indicate location and number of sanitation facilities on the site plan. ***

H. Food Service

Describe all food services planned for this event and list all vendors:

.....
.....
.....
.....
.....

*****Be sure to indicate locations of all food service booths on the site plan.*****

I. Alcohol

**** Please refer to #10 in the Rules and Regulations.**

J. Utilities

I. Describe utilities required for this event:

2. Will this event require a sound system/amplification?: _____ If yes, describe system to be used:

*****Be sure to indicate all electrical sources and lighting locations on the site plan and attach cut sheets of proposed lighting if appropriate.*****

K. Trash Collection/Removal

1. Number of trash receptacles to be provided: _____ Type: _____

2. Will your event have dumpsters on site?:

3. Will your event use Town park trash receptacles?:

4. Describe trash removal plan/schedule:

5.. Describe plan to remove hot coals and grease:

****Be sure to indicate location of all trash receptacles on the site plan.****

L. Temporary Road Closure

1. List all roads that may be impacted by your event:

How?:

2. List the roads that will qualify for a temporary road closure to ensure the health, safety, and welfare of the public or the participants of this event: _____

Be sure to indicate location of all temporary road closures on the vicinity map and/or site plan.

M. Signage

Identify any needed signage and make arrangements with Town Staff for placement _____

Be sure to indicate location of signs on the vicinity map and/or site plan.

N. Please list any other special requirements or potential impacts that this event may incur _____

CONDITIONS OF APPROVAL:

Permit Fee – The applicant may be required to pay a non-refundable permit fee in an amount not-to-exceed one thousand five hundred dollars (\$1500.00). The Lyons Department of Parks, Recreation, & Cultural Events shall conduct a final review of the subject application, additional charges maybe added based upon its consideration of the following criteria:

- Number of participants/ attendees
- Duration of the Special Use
- Geographic extent of the event on Town facilities
- Impacts of the proposed event on Town facilities/ Actual costs of the event to the Town (i.e. labor costs, utilities, etc.)
- Application Deadlines
- Damage to Property
- Amount of processing time required by the Town of Lyons for the event
- Direct benefit(s) of the event to Town of Lyons residents

a) Whether the event provides an economic infusion into the Town of Lyons;

b) Whether the event is a fundraiser for a Town of Lyons-based non-profit organization; and

c) Whether the Special Use Participants are comprised mostly of local community members.

Requests and recommendation letters may be included with the application for consideration as to how the proposed event meets the above criteria.

AGREEMENT

THIS AGREEMENT is made between the TOWN OF LYONS, a municipal corporation of the State of Colorado, 432 Fifth Ave., Lyons, Colorado 80540 ("Town") and _____ ("User"), for the purpose of obtaining short-term use of the PARK FACILITY/SHELTER, as described and provided for in the Agreement. This Agreement is effective following proper execution by the User and on the date of execution by the Town as indicated below.

1. **AGREEMENT TO LEASE AND RENT.** The Town hereby agrees to lease and rent the Park Facility/Shelter to the User for the Activity, Event or Program during the date and time provided above and User agrees to strictly conform to the terms and conditions of this Agreement, and those set forth in the "Lyons Park Facility/Shelter Rules and Regulations." Failure of the User to fully and timely comply with the terms and conditions of this Agreement and the "Lyons Park Facility/Shelter Rules and Regulations" shall release the Town from any obligation to provide the Park Facility/Shelter to the User as provided in this Agreement.

2. **RENTAL FEE.** A non-refundable rental fee of \$_____ shall be paid to the Town prior to the Town's execution of this Agreement. The rental fee is intended to cover reasonable administrative costs of the Town in providing the rental and lease of the Park Facility.

3. **DEPOSIT FOR DAMAGES AND CLEAN-UP.** The User shall pay to the Town prior to the Town's execution of this Agreement a deposit in the amount of \$_____. At the sole discretion of the Town, payment of the damage deposit may be required in the form of certified funds or other guaranteed funds. Such damage deposit shall be refunded in full in the event the Town receives written notice of cancellation of the event at least thirty (30) days prior to the scheduled date of the event.

4. **PARK FACILITY/SHELTER DIAGRAM.** The Town may require the User to provide a diagram indicating the proposed physical layout and use of the facility/shelter. The Town shall have authority to approve, disapprove, or modify the physical layout of the event. Once approved by the Town, the diagram shall be incorporated into this Agreement as a representation of the permitted use of the facility/shelter for the event.

5. **CONFORMANCE WITH TOWN ORDINANCES, RULES AND REGULATIONS.** The User shall conduct the Event in accordance with Town ordinances, rules and regulations of the Lyons Department of Parks, Recreation, and Cultural Events.

6. **USER'S OBLIGATION TO SUPERVISE EVENT.** The User shall use every effort to supervise the Activity, Event or Program and ensure conformance with the requirements of this Agreement in the conduct of the Event. The User understands that failure to conduct the Activity, Event or Program in strict accordance with this Agreement will constitute breach of the Agreement and the Town may immediately terminate the Activity, Event or Program for such failure. The User shall be in attendance at all times during the Activity, Event or Program.

7. **ADDITIONAL SERVICES OR ACCOMMODATIONS.** The Town may, at its discretion, require that the User provide for other services or accommodations reasonably necessary to serve the Activity, Event or Program, including but not limited to parking attendants, trash removal and cleaning services, portable restrooms, temporary fencing and signage, or additional trash dumpsters or containers. In the event the Town requires the User to provide such additional services or accommodations as part of this Agreement, such requirements shall be stated in an addendum to this

Agreement acknowledged by the Town and the User and such addendum shall be incorporated into this Agreement.

8. ATTENDANCE. The Town reserves the right to limit the number of persons in attendance at the Activity, Event or Program to the number specified by the User in this Agreement.

9. NO EXCLUSIVE USE. This Agreement does not grant sole and exclusive use of all or any park of the facility/shelter to the User. Unless expressly provided by this Agreement, the Facility shall remain open to the public during the facility/shelter's normal operating hours. The Activity, Event or Program shall not interfere or impede the general public's use and enjoyment of the facility/shelter.

10. LIABILITY AND INDEMNIFICATION. The User shall neither hold nor attempt to hold the Town liable for and will hold harmless and indemnify the Town from and against any and all demands, claims, causes of action or judgments, and any and all expenses (including without limitation, attorney's fees and costs) incurred by the Town in investigating and resisting the same arising from any injury or damage to the property of the User, any other purpose whatsoever, where the injury or damage is caused by the negligence or misconduct of the User, it's agents servants, employees, guests or any other person on or where such injuries are the result of the violation of law, ordinances, governmental orders of any kind, or of any provision of this Agreement.

11. INSURANCE. User shall provide insurance coverage for the Activity, Event or Program as provided below:

- No insurance is required by the Agreement. The User is encouraged, however, to secure insurance against loss resulting from the Activity, Event or Program including loss resulting from damage to the Facility/Shelter during the Activity, Event or Program. The User's failure to secure adequate insurance to protect against loss or damage shall not limit, preclude or prevent the Town from holding the User liable for loss or damage resulting from the Activity, Event or Program or from breach of this Agreement.
- Prior to the Town's execution of this Agreement, the User shall provide to the Town evidence of liability and property damage coverage and insurance applicable to the Event in the minimum amount of \$ _____. Certificate is to read as follows with this exact language: **ADDITIONALLY INSURED, TOWN OF LYONS, its OFFICERS, OFFICIALS AND EMPLOYEES.**

12. CLEAN-UP OF FACILITY/SHELTER. The User shall restore the Facility/Shelter to the same condition as that existing prior to the Activity, Event or Program and shall clean the facility/shelter of all litter, trash, debris, and shall remove all User's equipment used in conjunction with the Activity, Event or Program. In the event the User fails to adequately clean the facility/shelter or remove all equipment, the Town shall retain the damage deposit. In the event the costs to clean the facility/shelter exceed the amount of the damage deposit, the User shall pay to the Town such additional amounts. Failure to pay such costs within ten days of the date of the written notification of the amount due shall constitute a breach of this Agreement.

13. DAMAGES TO THE PARK FACILITY/SHELTER. In the event any damage occurs to the park facility or shelter during the activity, event or program (including the time before and after to set-up and break down of the event), the actual costs of repair, replacement or remedy of such damage shall be deducted from the User's damage deposit. In the event such costs exceed the amount of the damage deposit, the User shall pay the Town such additional amounts due. Failure to pay such costs within ten days of the date of the written notice of the amount due shall constitute a breach of this Agreement.

14. CONFORMANCE WITH LAWS. Nothing in this Agreement is intended to exempt, waive or otherwise modify the local ordinances and laws of the Town of Lyons.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to exempt, waive or in any way limit the availability or applicability of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended.

16. NO RESPONSIBILITY FOR PROPERTY. The Town shall not be responsible for loss, theft or damage to property of the User, or agents, guests, customers, invitees, permittees, vendors or suppliers of the User.

17. TERMINATION OF AGREEMENT. This Agreement may be terminated by the Town at any time if the User breaches this Agreement. This Agreement may be unilaterally terminated by the Town or the User upon written notice received by the other party not less than ten days prior to the date of the Activity, Event or Program. In the event the User terminates this Agreement, NO refund of any or part of the fee required by paragraph 2 of this Agreement shall be made by the Town. In the event of termination by the Town for any reason other than breach of the Agreement by the User, the Town shall refund to the User the fee and damage deposit paid by the User.

18. LIMITATION OF TOWN DAMAGES. The Town shall be limited to the amount of the rental fee and damage deposit for breach of this Agreement. Unless otherwise provided by law, the Town shall not pay attorneys fees, or legal costs or expenses resulting from User's enforcement of this Agreement.

19. NO TRANSFER OR ASSIGNMENT. This Agreement shall not be transferred or assigned by the User without the prior written consent of the Town, which may withhold consent for any reason.

20. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth for convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

21. INTEGRATION AND AMENDEMENT. This Agreement may be amended only in writing signed by User and the Town. If any other provisions of this Agreement are held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

22. DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

23. WAIVER OF BREACH. A waiver by the Town of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the User.

24. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for an action for the enforcement of this Agreement shall be in appropriate court for Boulder County, Colorado.

USER: _____

Date: _____

CO-USER: _____

Date: _____

CO-USER: _____

Date: _____

TOWN OF LYONS

By: _____

ATTEST:

Town Clerk

**TOWN OF LYONS, COLORADO
DEPARTMENT OF PARKS, RECREATION and Cultural Events**

PARK FACILITY RULES AND REGULATIONS

1. Park Permit: A permit is required for any park activity of 30 or more attendees. Application for the permit must be submitted to The Town of Lyons Department of Parks, Recreation and Cultural Events at least 30 days before the date of the event. All fees and deposits must be paid in full at least 14 days prior to the event. The permit must be in the possession of the group while the site is in use. Permits are non-transferable and non-refundable. The Town of Lyons reserves the right to restrict activities in any park at any given time. Any violation of The Town of Lyons Department of Parks, Recreation and Cultural Events policies, rules, regulations or guidelines may result in immediate revocation of the permit.

2. Usage Priority: If a site has been permitted, the permit-holder has priority over other users. However, permits do not grant exclusive use of site or facilities. Permittees shall ensure that the rights and privileges of other visitors are recognized and met.

3. Insurance: User shall provide insurance coverage for the Activity, Event or Program as provided below:

No insurance is required by the Agreement. The User is encouraged, however, to secure insurance against loss resulting from the Activity, Event or Program including loss resulting from damage to the Facility/Shelter during the Activity, Event or Program. The User's failure to secure adequate insurance to protect against loss or damage shall not limit, preclude or prevent the Town from holding the User liable for loss or damage resulting from the Activity, Event or Program or from breach of this Agreement.

Prior to the Town's execution of this Agreement, the User shall provide to the Town evidence of liability and property damage coverage and insurance applicable to the Event in the minimum amount of \$_____. Certificate is to read as follows with this exact language: **ADDITIONALLY INSURED, TOWN OF LYONS, its OFFICERS, OFFICIALS AND EMPLOYEES.**

4. Attendee Conduct: The permit-holder is responsible for his/her actions and the actions of gathering attendees.

5. Restroom Facilities: Sites that include restroom facilities are taken on an "as is" basis; the rental fee is for reservation rights only. Permanent structured restrooms and drinking fountains are closed in the fall through the late spring for winterization.

6. Daily Park Hours: Lyons' parks are open for public use from 5 a.m. to 10 p.m. Parks are closed for public use from 10 p.m. to 5 a.m.

7. Vehicle Access: Motor vehicles are prohibited on park lawns, turf, restricted roadways, bicycle/pedestrian pathways, creek pathway, athletic fields, and where notice is posted. Roadways and parking areas are clearly marked and established. Driving beyond designated boundaries to load and unload equipment or transport goods is prohibited. Vehicles will be ticketed and towed at the owner's expense. Contact the Parks office or the Park Hosts before your event for special arrangements.

8. Disposal of Waste Materials: Trash must be properly disposed of in dumpsters or trash barrels. No trash shall be left outside existing trash containers. Extra trash must be removed from the park facility/shelter upon leaving. In the case of rented dumpsters, they must be removed by the next business day after the reservation. Due to potential damage to vegetation, the sewer system and the river, hot coals and grease must be properly disposed of off-site.

9. **Horse Trailers Prohibited.** The parking and use of horse trailers in all Town Parks is prohibited.
10. **Glass Bottles/Containers:** Glass bottles and containers are prohibited in all parks.
11. **Alcohol Beverages:** No alcohol beverages may be possessed, consumed or provided in any park or park facility, unless the permit holder has been issued a Special Event Permit from the Town of Lyons Liquor Authority and the State Liquor Authority. All provisions of the Colorado Liquor code and local law related to liquor apply to the parks and park facilities.
12. **Amplified Sound:** Amplified sound (i.e.: P.A. system, music) is prohibited unless specifically approved by the Town. Use shall be limited to the specific conditions of approval in the permit.
13. **Canopies and tents:** Canopies and tents may be used upon approval by the Town and may be limited. Structures with side drop panels are prohibited. Staking is prohibited; weights, including water, lead and sand are allowed upon approval.
14. **Signage:** Signs, banners, party decorations, and canopies may not be attached to trees, shelters, light fixtures, or other park structures. Blocking areas, including sidewalks, parking lots, paths, and roadways is prohibited.
15. **Prohibited activities/items:** Prohibited activities/items include, but are not limited to, aircraft, air castles, carnivals, climbing walls, dunk tanks, fireworks, golf, horseback riding, hot air balloons, inflatable games, model boats/airplanes, moon walks, petting zoos, pony rides, hammocks, ropes, search lights. Weapons, including but not limited to such items as knives, firearms, bows and arrows, martial arts weapons, are prohibited, except as permitted at a Town sanctioned event.
16. **Permitted activities:** Permitted activities may vary as deemed appropriate by The Town of Lyons Department of Parks, Recreation and Cultural Events.
17. **Destruction of Property:** It is unlawful for any person, other than authorized personnel, to mark, remove, break, or climb upon or in any way injure, damage or deface the trees, shrubs, plants, turf or any of the buildings, fences, bridges, monuments, fountains, backstops, dugouts, goal posts, or other structures or property within or upon any park, parkway, or other recreational facility.
18. **Responsibility for Damage:** The renter accepts the responsibility to pay any damage repair or any extraordinary cleaning expenses that may occur to the park facility and/or shelter due to the group's use.
19. **Admission:** Charging admission or gate charges for the activity, event or program is prohibited.
20. **Sale of Goods:** Only upon express written approval of the Town of Lyons Department of Parks, Recreation and Cultural Events may goods be sold at an activity or event.
21. **Gambling:** Raffles, gambling, bingo and games where money buys a chance are prohibited.
22. **Grills:** Outside BBQ grills (charcoal, propane, portable fire pits, appliances, etc.) are prohibited. Fires are prohibited. No fire is allowed during a fire ban as established by the Town or the Boulder County Sheriff. Fires and coals in all park grills must be doused and properly disposed of before leaving the site. Use of in park grill is the only permitted use.
23. **Noise violations:** Noise violations will be strictly enforced (amplifiers, stereos, etc.). Violators may be ticketed and fined. Violators may be removed from the park facility by Town staff or the Sheriff's Officer.

24. **Pollution of Waters:** Washing dishes, vehicles or other items in or with water from the river is prohibited. Emptying of waste materials in any manner that pollutes the water is prohibited.

25. **Adult Supervision:** No reservation or permit shall be issued except upon satisfactory assurance that the park facility and/or shelter will be under the direct supervision of an adult (18 years of age or older).

26. **Large Group Permits:** Applications for Large Group Permits (groups of 30 or more attendees) have additional conditions to comply with (detailed in separate form).

27. **Failure to Obey:** Failure to obey park closing times, allowing unruliness by intoxicated members of the group, or harassment of Town staff or volunteers will warrant forfeiture of all reservation deposits.

28. Every attendee shall fully comply with all rules and regulations of the Town of Lyons Department of Parks, Recreation and Cultural Events, and all laws of the Town of Lyons and the State of Colorado.

29. **Damage deposit:** The damage deposit paid by the applicant shall be held by the Town of Lyons until Town Staff is able to inspect the area of the activity, event or program. The permit holder will be notified in writing by mail of any damages resulting from the activity, event or program, and any amounts withheld from the damage deposit to repair such damage (to include removal of trash left).

30. Permits may be immediately suspended, revoked or modified for any reason at the sole discretion of Town staff.

By signing below, I/we hereby acknowledge that I/we have received a copy of the Town of Lyons Department of Parks, Recreation and Cultural Events Rules and Regulations, and that I/we have read and fully understand the content.

I/we release the Town of Lyons from and agree to save and hold harmless, defend and indemnify the Town of Lyons from all claims and damages or liability of any kind that may result from my/our performance of services or use or occupation of the park facility and/or shelter, including claims alleging negligence or other wrongful acts or omissions of the City. I/we agree that neither the Town of Lyons, nor any of its officers, agents, volunteers, assistants, or employees shall be held responsible or made subject to any claims, including any claim for negligence, seeking to assess damages or liability for or arising from personal injury or property damage to self or others in attendance during the use of the park facility and/or shelter. I/we release and agree to save and hold the Town of Lyons harmless for any claims for damages to myself resulting from suspension, revocation or modification of the permit.

Name

Date

Name

Date

Witness – Town Staff

Date

**TOWN OF LYONS-PARKS AND RECREATION DEPARTMENT
LARGE GROUP PERMIT – terms and conditions**

Any person wishing to use a Town park facility for an activity, event or program that is expected to have 30 or more attendees MUST submit an application for a Large Group Permit to the Lyons Parks, Recreation & Cultural Events Department at least 30 days prior to the date of the activity, event or program.

Upon receipt of the completed application for Large Group Permit, Town staff will determine the rental fee and damage deposit. The rental fee and damage deposit must be paid in full prior to the issuance of the permit, and no later than 14 days prior to the date of the activity, event or program. Failure to timely pay the amount due will result in denial of the application for permit.

Town staff will monitor group size and activity the day of the event. If attendance at the activity, event or program exceeds the number allowed pursuant to the permit, the permit may be immediately suspended or revoked. In addition, all or part of the damage deposit may be retained by the Town of Lyons.

INSURANCE. User shall provide insurance coverage for the Activity, Event or Program as provided below:

Support Staff: A Facility Supervisor/Technician may be onsite for uses of the park facilities and shelters. In the event Town staff determines that additional staffing is required to monitor the activity, event or program, additional fees will be charged.

Operational Plan: Every permit holder of an activity, event or program of 100 or more attendees, or at the sole discretion of Town staff, any person reserving a park facility and/or shelter, shall submit for approval an Operational Plan which shall address issues to include, but not be limited to, the permit holder supplying additional portable restroom facilities, parking, trash removal. Additional items, as designated by Town staff, may need to be addressed in the Operational Plan.(i.e. Emergency Services, Security, Vendor Information, Electric Requirements, staffing/information, signage, and event layout.)

All terms and conditions of the "Park Facility/Shelter Rules and Regulations" shall apply to Large Group Permits.

Additional terms and conditions may be imposed on Large Group Permits, as Town staff deems necessary.

I hereby acknowledge that I have received a copy of the Large Group Permit terms and conditions, that I have read and fully understand the content.

User

Date _____

User Name

Date

Witness – Town Staff

Date _____

* This document will act as the official permit for the user group once issued. The Large Group Permit must be in possession of the group while the site is in use.

For Office Use Only	Park Host/ Town Staff Notified: _____
User/ Group: _____	Contact Person: _____
Date of Event/ Activity: _____	Time of Event: _____
Park Facility: _____	Number of Persons Allowed: _____
Event Description: _____	
Special Uses/ Notes: _____	
Approved By: _____	

EXHIBIT 8

[Ditch Agreement]

OPERATIONS AND MAINTENANCE AGREEMENT REGARDING THE LYONS DITCH COMPANY, INC.

This Operations and Maintenance Agreement ("O&M Agreement") is made by and between the Town of Lyons, a municipal corporation of the State of Colorado, (the "Town"), and the Lyons Ditch Company, a Colorado nonprofit corporation, acting by and through its Board of Directors (the "Ditch Company"), (collectively, "the Parties"), and is effective following proper execution by the Ditch Company and on the date of execution by the Town as indicated below.

RECITALS

WHEREAS, the Ditch Company, as a mutual ditch company has rights and obligations under Colorado law to operate and maintain for the benefit of its shareholders the Lyons Ditch No. 1 (the "Ditch") and related diversion, transportation, storage and other structures and facilities and rights of way; and

WHEREAS, the Ditch crosses certain Town-owned property, including Meadow Park, described more fully in Exhibit A attached hereto via rights of way and easements owned and maintained by the Ditch Company; and

WHEREAS, the Town and the Ditch Company desire to cooperate and to foster a positive working relationship that will enhance the health, safety and welfare of the residents of the Town and of the Ditch Company's service area; and

WHEREAS, the Town and the Ditch Company each own, control and operate facilities that the other party may wish to utilize from time to time for the purpose of conveying water; and

WHEREAS, both parties desire to enter into this O&M Agreement in order to document the rights and responsibilities of each party with regard to the facilities owned by the other.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purpose

The purpose of this O&M Agreement is to allow for the reasonable use of and access to the Lyons Ditch for irrigation purposes by each Party of certain facilities owned and operated by the other ("Facilities"), subject to the terms and conditions contained herein, including provisions facilitating maintenance of the facilities.

2. Facilities

The Facilities that are the subject of this O&M Agreement are those identified/depicted on Exhibit A attached hereto.

3. Responsibilities of the Parties

A. Town's Responsibilities

The Town shall be responsible for:

1. Assisting the Ditch Company in operating and maintaining the Ditch and associated infrastructure through Meadow Park in compliance with the Ditch Company's bylaws, requirements, policies and procedures, and in a manner that does not jeopardize the rights of the Ditch Company and its shareholders, including but not limited to the water rights associated with the Ditch; and
2. Assigning one or more members of the Town's Park Staff to operate and maintain the Ditch headgate in Meadow Park, including checking the flow at the headgate daily Monday through Friday and making any necessary adjustments.
3. Cleaning up of Ditch Company Facilities after any use by the Town. Such uses of the Ditch Company Facilities by the Town shall be limited strictly to irrigation of parks. The Ditch Company shall charge the Town for any direct or indirect costs it incurs for any maintenance, repair and/or clean up as a result of the Town's use of such Facilities, where such costs exceed ordinary maintenance, repair and use costs.
4. Consulting with and obtaining written approval from the Ditch Company prior to any modifications or improvements to the Ditch Company Facilities not requested or required by the Ditch Company, or use of Ditch Company Facilities, as well as prior to the Town's incurrence of any costs related to any such modifications, improvements or use.

B. Ditch Company's Responsibilities

The Ditch Company shall be responsible for:

1. Operating and maintaining the Ditch and associated infrastructure, including but not limited to the portion of the Ditch and any associated infrastructure past Meadow Park through the Town;
2. Assigning one or more members of the Ditch Company to operate and maintain the Ditch headgate in Meadow Park, including checking the flow at the headgate on weekend days when town staff is not present and monitoring daily primarily after hours Monday through Friday and making any necessary adjustments. The goal is to alert town staff of any issues. No adjustments to the irrigation pump pit should be made by the ditch company. Only one key shall

be issued to this individual.

3. Cleaning up Town Facilities after any use related to operation and maintenance of the Ditch, headgate, and associated structures. The Town shall charge the Ditch Company for any direct or indirect costs it incurs for any maintenance, repair, and/or clean up of such Facilities that exceed ordinary costs usually incurred by the Town for performing such activities.
4. Consulting with and obtaining written approval from the Town prior to any modifications or improvements to the Ditch Company Facilities that are on Town property or in Town right of way.

C. Neither Party shall be responsible for maintenance of any area on private property or the laterals connecting to private property, said maintenance being the responsibility of the respective private property owners.

4. Term and Review

This Agreement shall be effective on the date indicated above and shall remain in effect until and unless terminated in accordance with Section 5 of this Agreement. The Agreement shall be formally reviewed by the Parties three (3) years after the effective date and every three (3) years thereafter. The Agreement may be amended only in writing executed by both parties. Upon such execution by the Parties, said written documents shall act as amending items to this Agreement. Any such amendments shall effectively extend the terms and considerations of this Agreement as set forth herein. All other terms of this Agreement shall remain the same. Key Ditch Company and Town staff involved in the implementation of this O&M Agreement shall annually, or upon the request of either party, meet to informally review this Agreement.

5. Termination

A. It is mutually understood and agreed by the Parties that if either Party sells, assigns, conveys, leases or otherwise disposes of all of the Party's facilities and/or buildings that are the subject of this Agreement, this Agreement shall become null and void except by written agreement of the Parties.

B. This Agreement may be terminated by either Party by giving the other Party at least sixty (60) days written notice, including an explanation of the reason(s) for termination; however, the Parties agree to meet within fourteen (14) days of receipt of the notice of termination to attempt to remediate any violation of this Agreement and to discuss any other reasons given for termination.

6. Notifications

A. In the event the Ditch Company encounters any problem with the water level in the Ditch, including but not limited to too little flow, too much flow causing flooding in some area or clogged headgate, Ditch Company

officials shall notify the Parks Office at Lyons Town Hall (303-823-8250 or 303-823-6622) as soon as practicable after discovery of the problem, and shall take such immediate steps as are necessary to rectify such problems. In the event the Ditch Company designee encounters any problem after hours, on a weekend or any other time when Town Hall is closed, the Ditch Company individual shall be authorized to and shall make any necessary adjustments to the headgate.

B. All headgate diversion and Ditch flow adjustments shall be the responsibility of the Ditch Company, and may be performed in coordination with and with assistance from the Town of Lyons Headgate Designees, and should be performed in such a manner as to not cause flooding or other damage or maintenance issues to other users.

7. 2013 Headgate Designees

For the Town: **Lyons Park Staff 303-823-8250 (Mon-Fri 7:30-4:00)**
Parks Director 303-746-1257 (after hours only)
Public Works/Dispatch 303-441-4444

For the Ditch Co: **Ken Jackson 303-253-1356**
Steve Grant 303-453-9719
Jackie Brennan 303-823-5519

8. Start-up/Shut-down Times

Although times may vary due to weather and other circumstances beyond the Parties' control, the approximate Start-up and Shut-down of the Ditch Company shall be as follows, subject to the terms and conditions of the final decree entered by the District Court on January 2, 1877, in Case No. 443 confirming the Ditch water rights:

Start up-April 1-15 of each calendar year
Shut down-Oct. 15-30 of each calendar year

9. Resolving Conflict

In the event of a conflict or dispute between the Town and the Ditch Company, the matter shall be reviewed by and between the Lyons Parks and Recreation Director (Town Liaison) and the Ditch Company President or designated Board Member. The staff of both Parties shall act in good faith to identify options or ways to accommodate the interests of both Parties. If the Town Liaison and the Ditch Company president or designee are unable to resolve the conflict or dispute, the matter shall be reviewed by and between the Lyons Town Administrator and the Ditch Company Board.

10. Town Position on Ditch Company Board

Nothing in this Agreement shall affect the Town's status as a 25% shareholder in the Ditch Company or its corresponding seat on the Ditch Company Board.

11. Assignment

Neither Party may assign any rights or obligations under this Agreement to any other organization without the written approval of the other Party.

12. Insurance, Liability and Immunity

- A.** Each party shall procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under this Agreement, including workers' compensation, automobile liability, general liability, and property insurance.
- B.** Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the use of the other's facilities, and further each Party, to the extent authorized by the law, agrees to hold harmless and indemnify the other for such actions or omissions of their respective employees and/or agents. Nothing in this Agreement shall be construed as a waiver by either Party of any rights, immunities, privileges, monetary limitations, judgments, and defenses available to the Parties under common law or the Colorado Governmental Immunity Act, Section 24-10-101 and following C.R.S., as amended.

13. No Employee Relationship

It is mutually understood and agreed by the Parties that employees, patrons, participants and clients of the Town shall not be, for any purposes, including payroll, construed to be employees or agents of the Ditch Company and as such, are not entitled to any of the benefits of Ditch Company employment. Likewise, it is mutually understood and agreed by the Parties that employees, patrons, participants and clients of the Ditch Company shall not be, for any purposes, including payroll, construed to be employees or agents of the Town and as such, are not entitled to any of the benefits of Town employment.

14. Venue

Venue for any and all legal actions arising out of this Agreement shall lie in the District Court in and for the County of Boulder, State of Colorado, and this Agreement shall be governed by the laws of Colorado.

15. Waiver

No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

16. No Third Party Beneficiaries

This Agreement is for the sole benefit of and binds the parties, their successors

and assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any party other than the Town or the Ditch Company receiving services or benefits under this Agreement is only an incidental beneficiary.

17. Notices

All notices and other communications under this Agreement shall be in writing. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows.

Lyons Ditch Company, Inc.
P.O. Box 472
Lyons, CO 80540
303-823-5519

Town of Lyons
432 5th Avenue
PO Box 49
Lyons, CO 80540
303-823-6622

19. Financial Obligations of the Parties

All of the parties' financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of the parties' credit, or a payment guarantee by either party to the other.

20. Authority

The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

Jackie Brennan
Lyons Ditch Company, Inc.
Jackie Brennan

Victoria Simonsen
Lyons Town Administrator
Victoria Simonsen

01-31-13

David Cosgrove
Lyons Parks Director
David Cosgrove

**Lyons Ditch Company
Board Resolution**

January 13, 2016

Whereas the Lyons Ditch Company had a diversion structure to obtain water from the Saint Vrain River; and,

Whereas, that structure was destroyed by the great flood of 2013; and,

Whereas, the Town of Lyons is willing to construct a replacement structure on it's behalf; and,

Whereas, the Lyons Ditch Company fully supports the Town of Lyon's construction of the diversion structure;

THE FOLLOWING RESOLUTION IS MADE:

At a meeting of the Board of Directors of the Lyons Ditch Company held on January 3, 2015 and attended by Board Members Rhonda Vandenboss and Craig Ferguson, said meeting being held in accordance with the company bylaws, the Board unanimously agreed to allow and support the Town's construction of the diversion structure in accordance with current plans.

Further, The Lyons Ditch Company resolved to authorize it's President, Craig Ferguson to execute any additional documents requested by the Town of Lyons that might be necessary for the construction of said diversion structure.

ADOPTED THIS 3rd Day of January, 2016, by:

The Lyons Ditch Company, Inc.


BY: Craig Ferguson, President

August 3, 2015

TO: Lyons Board of Trustees
Cc: Town of Lyons
FROM: Stephen Grant
SUBJECT: Lyons Ditch

This letter will serve as a formal statement on behalf of the Lyons Ditch Board that we authorize the Town of Lyons and its staff to continue to work with the CWC8 and other funding agencies to implement repairs on the Lyons Ditch within Meadow Park.

The CWC8 grant for \$25K was intended to assist with the design and reconstruction of the Head Gate and Diversion Structure in Meadow Park. That funding is due to expire in October. \$5K of that money was earmarked specifically for the design and has been reimbursed to date. The Lyons Ditch authorizes the Town to work with the CWC8 on the Lyons Ditch Company's behalf to change the current scope of the grant for Task 2 in order to ensure the remaining \$20K is utilized for other portions of ditch repair so that these funds aren't lost.

Sincerely,



Stephen Grant
Former President of Lyons Ditch Board

**EASEMENT AND AGREEMENT
(WATER DIVERSION STRUCTURE)**

THIS EASEMENT AND AGREEMENT ("Agreement") dated this 25th day of JANUARY, 2015, is between **LYONS PROPERTIES, LLC**, a Colorado limited liability company, whose legal address is 4121 Highway 66, Lyons, Colorado 80540 ("Grantor"), and the **LYONS DITCH COMPANY**, a mutual ditch company, whose legal address is P.O. Box 472, Lyons, CO 80540 (the "Ditch Company"). 

For and in consideration of the mutual covenants contained herein, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement and Right-of-Way.** Subject to the terms of this Agreement, Grantor hereby grants to the Ditch Company, its successors and assigns, a perpetual non-exclusive easement on the land described in **Exhibit A-1** and as depicted on **Exhibit A-2** (the "Easement Parcel"), attached hereto and incorporated herein by this reference, for the purpose of constructing, installing, operating, maintaining, repairing, and replacing a WATER DIVERSION STRUCTURE, in accordance with the design and specifications depicted on **Exhibit B** ("Water Diversion Structure"), together with the right of ingress and egress over and across lands adjacent to the Easement Parcel owned by Grantor by means of existing or future roads thereon as may be reasonable and necessary for the rights granted herein.

2. **Construction.** The Water Diversion Structure constructed or installed by the Ditch Company on the Easement Parcel shall be constructed, installed, and maintained in accordance with the requirements of this Agreement and the design and specifications depicted on **Exhibit B**, and the following:

a. The purpose of the Water Diversion Structure is to allow the Ditch Company to efficiently divert its Lyons Ditch No. 1 water right from the North St. Vrain River. The Lyons Ditch No. 1 water right was decreed the right to divert 4.25 cfs for irrigation purposes by the Boulder County District Court in Civil Action No. 4790, with a decreed annual limit of 100 acre-feet.

b. The Water Diversion Structure shall be constructed, operated, and maintained at the sole cost of the Ditch Company and at no cost to Grantor, and must be constructed in accordance with **Exhibit B**. The provision in no way limits the Ditch Company's right or ability to receive grants, loans, or other funds to help cover all or a portion of the costs associated with the Water Diversion Structure.

c. Any subsequent replacement of the Water Control shall also be at the sole cost of the Ditch Company and at no cost to Grantor, and shall be constructed in accordance with **Exhibit B**, unless Grantor provides written approval of any changes or modifications. In the event of any proposed changes or modifications to the Water Diversion Structure, the Ditch Company shall provide Grantor at least 60 days to review and comment on any proposed design

changes to the Water Diversion Structure, and the Ditch Company shall not authorize construction to replace or repair such structure until any design changes or modifications have been approved in writing by Grantor. The Ditch Company agrees to reimburse Grantor for all engineering and legal costs incurred by it in order to review and comment on any changes or modifications to the Water Diversion Structure, provided that the Ditch Company's responsibility for such fees does not exceed \$_____.

d. No construction, installation, replacement, repairs, or maintenance work on the Water Diversion Structure shall be performed on Thursday, Friday, Saturday, or Sundays between May 15th and October 15th of each year.

3. Rights Reserved by Grantor. Grantor hereby reserves the right to use and occupy the Easement Parcel for any lawful purpose consistent with the rights and privileges granted herein, which will not interfere with or endanger the Ditch Company's use and operation of the Water Diversion Structure.

4. Relinquish Prescriptive Rights. Grantee desires and agrees to relinquish and vacate any prescriptive rights, if any, Grantee may have on Grantor's property.

5. Maintenance. The Water Diversion Structure shall be the sole property of the Ditch Company, and shall at all times be reasonably maintained by the Ditch Company at its sole expense in a manner that will not create a hazard to the public or to Grantor, and will not damage or constitute a threat of damage to the facilities, operations, or property of Grantor. However, no maintenance work shall be performed on Thursday, Friday, Saturday, or Sundays between May 15th and October 15th of each year. Except in the case of an emergency, in the event that said Water Diversion Structure installed by the Ditch Company is not so reasonably maintained, Grantor shall give notice to the Ditch Company in writing of such defective or hazardous maintenance and the Ditch Company shall correct such defect or hazard within a reasonable time.

6. Access & Use of Existing Roads. The Ditch Company agrees to follow existing or replacement pathways and drives to access the utility provided they are of sufficient size and width to accommodate normal and customary maintenance vehicles and are in reasonable proximity to the Easement Parcel and the Water Diversion Structure.

7. Improvements within the Easement Parcel. Grantor agrees that no permanent building, improvement, structure, or other surface or subsurface obstruction will be permanently placed, erected, or installed on or under the Easement Parcel that will damage or interfere with the use and operation of the Water Diversion Structure without the Ditch Company's express written approval. In the event of a violation of the terms of this paragraph, such violation will be corrected by Grantor within a reasonable time upon written receipt of notice from the Ditch Company.

8. Restoration. All work performed by the Ditch Company, including but not limited to its agents, contractors, and/or employees, in connection with the Water Diversion Structure

shall be done with reasonable care, and except as modified by Exhibit B the surface of the Easement Parcel, as well as any adjoining property that may be damaged as a result of the Ditch Company's installation, construction, operation, maintenance, repair, replacement, inspection, and/or removal activities shall be restored to substantially the same condition that existed before the Ditch Company commenced such work. The Ditch Company shall have 30 days to complete any restoration work required under this paragraph.

9. Notice. The Ditch Company agrees to provide at least 72 hours written notice before accessing the Easement Parcel for inspection, testing, or other non-invasive work. However, the Ditch Company shall provide at least 14 days written notice to Grantor before undertaking any work that involves digging or other invasive activities within the Easement Parcel. In all but emergency situations, the Ditch Company agrees to coordinate with Grantor to schedule any inspections or work to minimize disruption to Grantor's use of the Easement Parcel and adjoining property. Notice shall be deemed given when a copy thereof is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Grantor at P.O. Box 312, Lyons, CO 80540. These notice provisions do not prevent the Ditch Company from accessing the Easement Parcel when needed to complete emergency inspections or repairs of the Water Diversion Structure.

10. Responsibility. By virtue of entering into this Agreement, the parties agree that Grantor: (1) shall have no liability for use (licit or illicit), operation, maintenance, design, construction, or existence of the Water Diversion Structure, including any acts, activities, or omissions to act by the Ditch Company or its agents or employees, and Grantor disclaims all such liability, except for liability caused by and resulting directly from the negligent or intentional acts of Grantor, its agents or assigns; and (2) shall assume no responsibilities or obligations related to the Water Diversion Structure, implied or otherwise, and Grantor disclaims such responsibilities or obligations, except as may be expressly identified in this Agreement. The parties further agree that as between the Ditch Company and Grantor, in a lawsuit or otherwise, the Ditch Company shall bear full responsibility for the Water Diversion Structure, and the Ditch Company shall indemnify and hold harmless, to the extent allowed by law, Grantor for any loss, damage, injury, or liability in any way resulting from or because of the Water Diversion Structure, including without limitation claims by third parties and the defense of such claims, except for damage, injury, or liability caused by the negligent or intentional acts of Grantor.

11. Other Purposes. By entering into this Agreement, Grantor is not acknowledging that the Water Diversion Structure is the most minimally invasive structure needed to allow the Ditch Company to divert its 4.25 cfs water right.

12. Signage & Trespass. The Ditch Company shall at its sole cost place and reasonably maintain one or more signs on or near the Water Diversion Structure that include the following language: "no trespassing; dangerous conditions exist – no diving or jumping off this structure." The Ditch Company agrees to coordinate with Grantor on the placement of such signage in order to best minimize potential trespass issues, and to otherwise promptly address any other negative impacts to Grantor's property and business.

13. No Mechanics' Liens. Nothing contained herein shall authorize the Ditch Company, or any person or entity acting through, with, or on behalf of the Ditch Company, to subject any portion of Grantor's property to mechanics' liens. If any such mechanic's lien shall be filed against any portion of Grantor's property and the Ditch Company is charged with causing such mechanics' lien, the Ditch Company shall, at its sole expense, cause the mechanics' lien to be discharged by obtaining a release thereof or bonding over such mechanic's lien.

14. Term. Provided there is compliance with the terms of this Agreement, the term of this Agreement and the covenants contained herein shall be perpetual unless or until the Ditch Company or its successor permanently abandons the Water Diversion Structure and ceases to use or maintain same, then all of the Ditch Company's right, title, and interest granted herein shall revert to Grantor or its successor and Grantor shall hold said premises free from the easement granted herein. However, as long as any portion of the Water Diversion Structure remains in the river, the Ditch Company retains all responsibility and liability as set forth in paragraph 10 above. In the event the Ditch Company abandons the Water Diversion Structure without fully removing said structure, Grantor may, at its own discretion, remove the Water Diversion Structure and the Ditch Company shall reimburse Grantor for all costs and expenses reasonably incurred within forty-five days after the billing date.

15. Miscellaneous.

A. The rights and benefits contained in this Agreement shall constitute a perpetual covenant, which shall run with and burden the land. This Agreement is binding on the parties' successors and assigns.

B. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

C. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

D. No representations, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.

E. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person or entity not a party hereto. Any person or entity other than Grantor or the Ditch Company receiving services or benefits under this Agreement shall only be considered an incidental beneficiary.

F. All headings used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

G. This Agreement will be recorded in the Office of the Clerk and Recorder of Boulder County, Colorado.

IN WITNESS WHEREOF, the parties execute this instrument this 25th day of January, 2015, by JM

GRANTOR:
Lyons Properties, LLC

Jerry Moore
By Jerry Moore, Manager

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

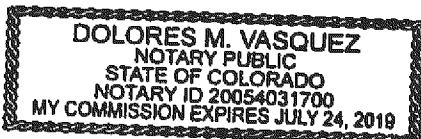
The foregoing was acknowledged before me this 25th day of January, 2019, by
Jerry Moore as Manager of Lyons Properties, LLC.

Witness my hand and official seal.

My commission expires: July 24, 2019

(S E A L)

Dolores M. Vasquez
Notary Public



GRANTEE:
Lyons Ditch Company, a mutual ditch company

Craig Ferguson

By: Craig Ferguson, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Craig Ferguson The foregoing was acknowledged before me this 29th day of January, 2019, by Craig Ferguson as President of the Lyons Ditch Company, a mutual ditch company.

Witness my hand and official seal.

My commission expires: July 24, 2019

(S E A L)

Dolores M. Vasquez
Notary Public

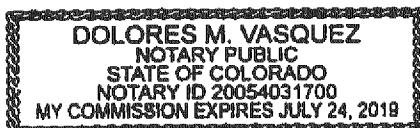


EXHIBIT A-1

[metes and bounds description of Easement Parcel provided by Lyons Ditch Company]

EXHIBIT A-2

EXHIBIT "A"

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

SHEET 1 OF 2

AN EASEMENT FOR A DITCH DIVERSION OVER AND ACROSS A PORTION OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED WITH BOULDER COUNTY ON JUNE 6, 2006 AT RECEPTION NO. 2785072, IN THE SOUTHWEST QUARTER 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 LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18 TO BEAR SOUTH 87°17'55" EAST, A DISTANCE OF 1317.04 FEET BETWEEN A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "EHRHART GRIFFIN & ASSOCIATED S18 C-N-SW 1/64 2015 LS 29414" AT THE CENTER-NORTH-SOUTHWEST 1/64 OF SECTION 18 AND A FOUND #5 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "MD JOHNSON LS 6716 SEC 18 T3N R70W 6TH PM 1/64" AT THE CENTER-NORTH-SOUTH 1/64 OF SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID CENTER-NORTH-SOUTHWEST 1/64 OF SECTION 18; THENCE NORTH 87°17'55" WEST, A DISTANCE OF 690.03 FEET TO A POINT ON THE APPROXIMATE EXISTING CENTERLINE OF THE NORTH ST. VRAIN RIVER; THENCE ALONG SAID APPROXIMATE CENTERLINE, NORTH 31°59'15" WEST, A DISTANCE OF 6.35 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:
 1) NORTH 31°59'15" WEST, A DISTANCE OF 53.53 FEET;
 2) THENCE NORTH 48°28'41" WEST, A DISTANCE OF 39.40 FEET TO A POINT ON THE WEST LINE OF AN EXISTING WATER EASEMENT; THENCE ALONG SAID WEST LINE, NORTH 47°31'09" EAST, A DISTANCE OF 50.97 FEET; THENCE SOUTH 42°28'51" EAST, A DISTANCE OF 92.44 FEET; THENCE SOUTH 48°08'47" WEST, A DISTANCE OF 56.61 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 4,657 SQUARE FEET OR 0.11 ACRES OF LAND, 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.

JOB NUMBER: 15-66,809
DRAWN BY: M. VOYLES
DATE: JANUARY 23, 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.

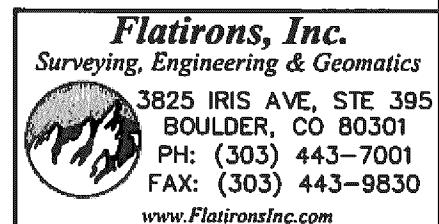
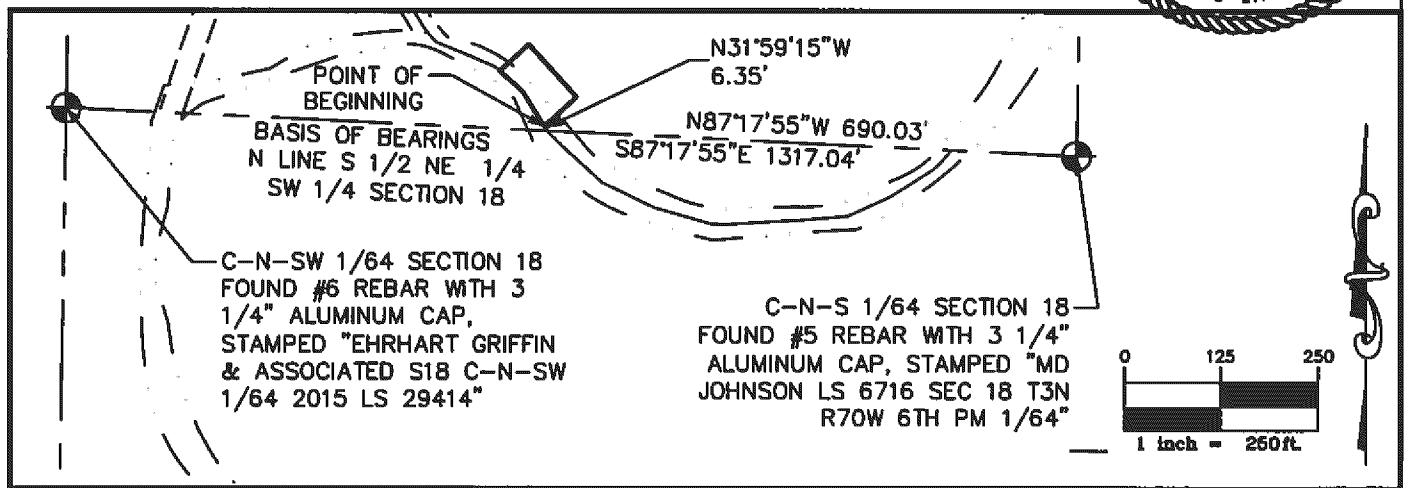
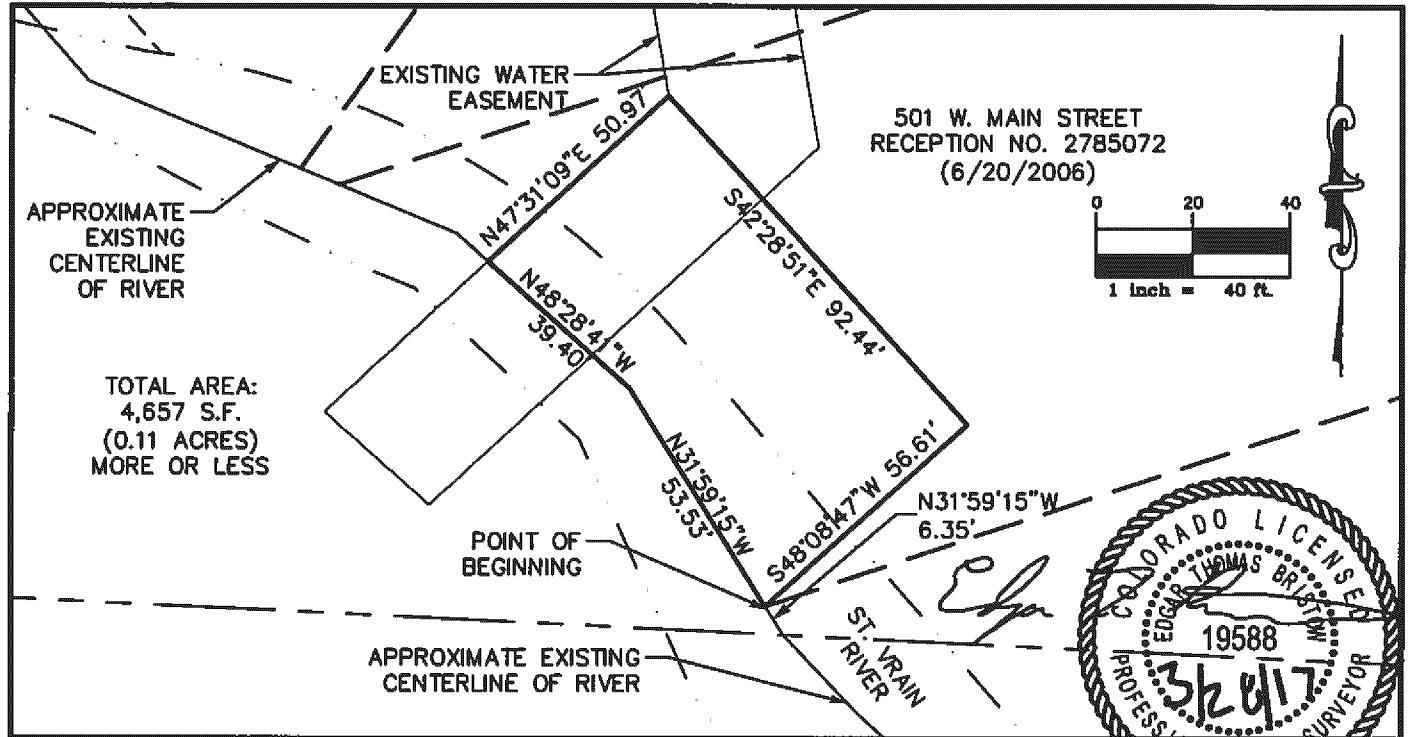


EXHIBIT "A"

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

SHEET 2 OF 2



JOB NUMBER: 15-66,809
DRAWN BY: M. VOYLES
DATE: JANUARY 23, 2017

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Flatirons, Inc.
Surveying, Engineering & Geomatics

 3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.FlatironsInc.com

