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Boulder County Clerk, CO AMEND AGREE R 86.00

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TOWN OF LYONS

SECOND AMENDMENT OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR LYONS VALLEY PARK FILING NO. 5 SUBDIVISION

THIS SECOND AMENDMENT OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR LYONS VALLEY PARK FILING NO. 5 ("Second Amendment") is entered into and made between **LYONS VALLEY PARK, INC.**, whose address is c/o Keith Bell, President, 1728 16th Street, #1, Boulder, Colorado 80302, hereinafter referred to as the "Owner/Developer," and the **TOWN OF LYONS, COLORADO**, a Colorado municipal corporation whose address is 432 Fifth Avenue, Lyons, Colorado 80540, hereinafter referred to as the "Town" or "Lyons." The Owner/Developer and the Town shall collectively be referred to as the "Parties." This Amendment shall be effective following execution by the Owner/Developer and immediately upon the date of recordation of this Amendment with the office of the clerk and recorder for Boulder County, Colorado.

Except as otherwise expressly stated herein, nothing in this Second Amendment is intended to supersede, modify, alter, delete, or otherwise amend any provision, obligation, or requirement of: (1) the "Subdivision Agreement for Lyons Valley Park Filing No. 1 and Subdivision Agreement Relating to Subdivider's Obligations in the Lyons Valley Park Subdivision" (hereinafter "Original SIA") recorded at Reception No. 0080440, on December 12, 1986, in the records of the clerk and recorder for Boulder County, Colorado, or (2) the Subdivision Improvement Agreement for Lyons Valley Park Filing No. 5 approved by the Board of Trustees for the Town of Lyons by Resolution No. 1997-36 on June 16, 1997, which is recorded in the records of the clerk and recorder for Boulder County, Colorado, or (3) any other properly executed and recorded amendment of the agreements referenced in this paragraph.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Owner/Developer is the owner of property described in that subdivision plat entitled "Final Plat for Lyons Valley Park Filing No. 5" and is the owner of property generally located south of US Highway 36/66 and east of McConnell Drive. Such property is commonly known as Lyons Valley Park and is more fully described in the Original SIA.;

WHEREAS, the Town Board of Trustees approved the Original SIA which included obligations for public improvements within Lyons Valley Park including a bridge over the St. Vrain River connecting US Highway 36/66 with a collector street commonly known as McConnell Drive;

WHEREAS, the Town Board of Trustees approved a Subdivision Improvement Agreement for Lyons Valley Park Filing No. 5 ("Filing No. 5 SIA") on June 16, 1997,

by adoption of Resolution 1997-36;

WHEREAS, the Town Board of Trustees approved a First Amendment of the Filing No. 5 SIA pertaining to dedication of water rights;

WHEREAS, the Original SIA and the Filing No. 5 SIA requires by its terms the completion of street improvements including a bridge and street connecting U.S. Highway 36/66 with Second Avenue via McConnell Drive within the Lyons Valley Subdivision;

WHEREAS, the Town and the Owner/Developer desire to amend the Filing No. 5 SIA to permit the Owner/Developer a reasonable opportunity to fully and properly design and construct the bridge improvements commonly known as the McConnell Bridge to a size and standard that will adequately serve the Lyons Valley Park subdivision and the Town of Lyons;

WHEREAS, the Owner/Developer has represented to the Town of Lyons that it is unable to secure a letter of credit from a financial institution to provide adequate surety or guarantee for the bridge and certain street improvements unless the Town permits construction of all residential units within Lyons Valley Park Filing No. 5;

WHEREAS, the Parties intend by this Second Amendment to permit the Owner/Developer to construct buildings on Lots 1-14 and Lot A of Lyons Valley Park Filing No. 5 as approved by the Town and in accordance with the Lyons Municipal Code prior to or contemporaneously with the completion of the Bridge Improvements (as defined in this Second Amendment) and, in accordance with the terms, conditions, and limitations contained in this Agreement, to continue construction on other properties following approval of final subdivision plat(s);

WHEREAS, the parties presently understand and believe that the current floodplain studies and reports applicable to the segment of the St. Vrain River adjacent to Lyons Valley Park may fail to fully or accurately assess and evaluate the existing elevations, flows, and other conditions of the St. Vrain floodway;

WHEREAS, because the existing floodway studies may be inaccurate or otherwise unreliable, and because accurate assessments of existing floodway and floodplain conditions are necessary to properly design and engineer the McConnell Bridge, the parties desire to obtain accurate floodway studies prior to finalizing bridge design and engineering for the Bridge.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants, and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1.0 Paragraph 10.0 of the Filing No. 5 SIA is hereby amended to read as follows:

10.0 COMPLETION OF MCCONNELL DRIVE BRIDGE IMPROVEMENTS. The Owner/Developer shall design, engineer, construct, and complete at its own cost and expense the McConnell Drive Bridge Improvements connecting Second Avenue via McConnell Drive with U.S. Highway 36/66 in accordance with the requirements of the Original SIA, as amended and supplemented by this Second Amendment.

10.1 Bridge Improvements Defined. For purposes of this paragraph 10.0 and its subparagraphs, the "McConnell Drive Bridge Improvements" or "Bridge Improvements" shall mean: (1) the completion of a fully functional and operational bridge spanning the St. Vrain River connecting U.S. Highway 36/66 to McConnell Drive, and (2) completion of all streets and encroachments within the St. Vrain floodway and floodplain necessary to connect U.S. Highway 36/66 with the intersection of Second Avenue and McConnell Drive (the "Encroachments"); such Bridge Improvements and Encroachments being constructed in accordance with Town-approved Construction Documentation (as later defined) for the Bridge Improvements and Encroachments, the Lyons Municipal Code, the Manual (as later defined), and this Agreement. The number and width of vehicular traffic lanes, pedestrian ways, and the approximate location and orientation of the Bridge Improvements are generally illustrated on the Construction Plans. The Parties understand that a final and approved bridge design has not been approved by the Town and that the final design of the span, height, and size of the bridge structure may require consideration of the results of the final floodway/floodplain study referenced in paragraph 10.3 and the application of design and engineering standards provided by paragraph 10.5 of this Agreement to the Bridge Improvement and Encroachment design.

10.2 Continuing Construction within Lyons Valley Park.

10.2.1 Notwithstanding any provision of the Original SIA, the Filing No. 5 SIA, or any amendment of such agreements approved prior to execution of this Second Amendment, the Bridge Improvements shall be completed as provided by this Agreement and the Owner/Developer shall be permitted to obtain building permits and certificates of

occupancy for Lots 1-14 and Lot A of Lyons Valley Park Filing No. 5 in accordance with the requirements of the Lyons Municipal Code, as amended, prior to the completion of the Bridge Improvements and any proposed Encroachments.

- 10.2.2 Until the date upon which the Town Board of Trustees approves a resolution or ordinance adopting new studies and mapping as provided in paragraph 10.5 of this Agreement, nothing in this Agreement shall prevent, preclude, or limit the Owner/Developer's right or ability to apply for and seek approval or issuance of subdivision approval, building permits, or certificates of occupancy for future subdivisions or future lots within Lyons Valley Park (i.e., filings and lots within future Lyons Valley Park Filings Nos. 6, 7, 8, etc.) as such right and ability is provided by the Lyons Municipal Code.
- 10.2.3 Beginning on the date of approval of a resolution or ordinance by the Board of Trustees adopting new studies and mapping as provided by paragraph 10.5 of this Agreement and thereafter, subdivision plat(s) meeting all applicable requirements of the Lyons Municipal Code may be approved by the Town for Lyons Valley Park and building permits may be issued for newly subdivided lots within such newly approved subdivision(s); provided that no more than fifty (50) new residential lots and dwelling units shall be created or approved until the Bridge Improvements and Encroachments approved by the Town Engineer are complete and accepted as a public improvement.
- 10.2.4 The Town shall withhold subdivision and other land use approvals and the issuance of building permits for new subdivisions and lots within Lyons Valley Park (i.e., Filings Nos. 6, 7, etc.) if the Town Board of Trustees by resolution finds that the Owner/Developer has failed to satisfy an obligation, meet a deadline, or failed to otherwise comply with the requirements of this Agreement. The Parties acknowledge and agree that the completion of the Bridge Improvements and Encroachments are necessary to serve residents and residential units within Lyons Valley Park and that the intent of this Agreement is to ensure that the Bridge



Improvements and Encroachments as described and illustrated on the Construction Documentation approved by the Town Engineer in accordance with paragraph 10.6 of this Agreement are designed and constructed by the Owner/Developer prior to or contemporaneously with continuing construction within Lyons Valley Park.

- 10.3 Preparation of Floodway/Floodplain Studies and Mapping. The Town shall cause to be prepared studies and mapping of the floodway and floodplain associated with that portion of the St. Vrain River adjacent to Lyons Valley Park. Such studies and mapping shall be prepared for the purpose of: (1) submitting such studies and mapping to the Federal Emergency Management Agency (FEMA) and the Colorado Water Conservation Board (CWCB) (collectively, the "Agencies") for the Agencies' approval of the studies and mapping as the Town's flood insurance rate map and flood insurance study and, following such approval, for the purpose of Town Board of Trustee's consideration for adoption of such studies and mapping as the Town's official floodplain map for the portion of the St. Vrain River adjacent to Lyons Valley Park. The preparation of such studies and mapping shall generally involve or employ: (1) the securing or the creation of a model for floodway and floodplain assessment; (2) the updating of such model with detailed information obtained from site topography mapping; (3) the matching of existing elevations or the creation of a revised baseline model; (4) drafting of a description of the reasons for any changes to existing elevations; and (5) coordination of such work with FEMA, CWCB, and other necessary or interested parties including but not limited to Boulder County, Colorado. The Town shall cause such studies and mapping to be submitted to the Agencies and others upon completion of the studies and mapping without undue delay and shall cooperate with the Agencies in any necessary revision of the studies and mapping. Following approval of the studies and mapping by the Agencies, the Town Board of Trustees shall take all steps necessary to consider the studies and mapping for legislative adoption as the Town of Lyons' official floodplain map for that portion of the St. Vrain River adjacent to Lyons Valley Park. The manner, method, scope, extent, and source of funding by which the Town undertakes, creates, obtains, and processes such studies and mapping shall be determined by the Town at its sole discretion; provided, however, that within twenty (20) days from the date of the Town's adoption of new floodway/floodplain studies and



mapping, the Owner/Developer shall pay to the Town of Lyons the lesser of 20 percent (20%) of the actual cost incurred by the Town in the preparation of such studies and mapping or \$1,000.00 as the Owner/Developer's share of the cost of preparation of such studies and mapping. The Town shall provide to the Owner/Developer periodic updates of the progress of such studies and mapping upon request and the Owner/Developer may assist the Town and participate in the preparation of the studies and mapping. The Parties understand that the approval of the floodway and floodplain studies and mapping may require the processing of a Letter of Map Revision (LOMR) or a Conditional Letter of Map Revision (CLOMR) with FEMA.

- 10.4 Bridge Improvement Design. Within ninety (90) days of the date of the Town Board of Trustee's adoption of a new official floodplain map(s) and studies, the Owner/Developer or its consultants or contractors shall utilize such Town-adopted map and studies in performing the following tasks: (1) design of Bridge Improvements and Encroachments as contemplated by the Original SIA and the Final Plat for Lyons Valley Park Filing No. 5 and the preparation of construction documentation sufficient to permit construction of the Bridge Improvement and all proposed Encroachments; (2) addition of Bridge Improvements and all proposed Encroachments into the Town-prepared baseline model; (2) engineering analysis and assessment of the rise in water surface elevation and impact on the St Vrain River floodway and floodplain caused by or resulting from the Bridge Improvements and any proposed Encroachments; (4) preparation of a report of such analysis which shall include certification and marking/stamping of the report by a Colorado licensed professional engineer (the "Report"); (5) delivery to the Town Clerk for the Town of Lyons, 432 5th Avenue, Lyons, Colorado, of ten (10) copies of the Report and three (3) copies of complete construction documentation detailing and illustrating the Owner/Developer's proposed Bridge Improvements and proposed Encroachments in the floodway and floodplain (the "Construction Documentation").
- 10.5 Standards Applicable to Bridge Design and Construction. The McConnell Drive Bridge improvements, the Report, and the Construction Documentation shall be designed, prepared, engineered, and/or constructed by the Owner/Developer or its consultants or contractors in accordance with commonly accepted



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engineering standards and practices as such practices are employed by Colorado licensed engineers customarily engaged in the design of bridge and street improvements. In applying such standards and practices, the design and engineering of the Bridge improvements shall result in conformance with the applicable requirements of the Lyons Municipal Code and the *Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements* (the "Manual") as adopted by the Town of Lyons. In the event that any dispute concerning the adequacy, sufficiency, or proper design and/or engineering of the Bridge Improvements arises between the Town and the Owner/Developer, such dispute shall be submitted to the engineering firm of HNTB Corporation, 1600 Broadway, Suite 1300, Denver, Colorado 80202, who the Parties agree shall act as a neutral arbitrator of any design or engineering dispute and the decision of HNTB concerning the appropriate design practice or standard shall be final for purposes of this Agreement. The Parties may mutually consent in writing to employ another engineering company, firm, or individual other than HNTB Corporation. Each Party shall bear their own costs of preparing documentation necessary to permit review by HNTB; provided, however, that the Parties shall each pay one-half (½) of all costs and expenses charged by HNTB for such review and the Party's payment of such cost and expense shall be made within the time or deadline for payment specified by HNTB.

- 10.6 Town's Review and Acceptance of Bridge Improvement Design. Within thirty (30) days of the Town's receipt of the Report and Construction Documentation identified in paragraph 10.5 above, the Town Engineer shall:

10.6.1 Review the Report and Construction Documentation; and

10.6.2 Deposit in the U.S. Mail (or other comparable delivery service), postage prepaid, either written approval of the Report and Construction Documentation or a written summary of any deficiencies of such Report and/or Construction Documentation. Such summary shall identify any deficiencies with sufficient specificity to permit the Owner/Developer to revise, modify, or amend the Report and/or Construction Documentation to resolve the deficiency.

Failure by the Town Engineer to respond as provided by this



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paragraph to the Owner/Developer's initial submission of the Report and Construction Documentation to the Town within thirty (30) days of the Town Clerk's receipt of the Report and Construction Documentation shall be deemed and shall constitute approval of the Report and Construction Documentation. The Owner/Developer shall promptly and without undue delay revise, modify, or amend the Report and/or Construction Documentation and resubmit such documentation to the Town for additional review and comment follow receipt of any summary of deficiency. The Parties shall cooperate in the timely submission and review of, and provide timely response to, reports and construction documentation exchanged between the Parties in order to promptly finalize the Report and Construction Documentation for Bridge Improvements and Encroachments. Either party may demand the resolution of any dispute concerning the adequacy, sufficiency, proper design, and/or engineering of the Bridge Improvements and/or Encroachment(s) to HNTB as provided by paragraph 10.5 at any time following the Owner/Developer's receipt of the Town Engineer's initial summary of deficiencies.

- 10.7 Construction of Bridge Improvements. The Owner/Developer shall construct and complete, at the Owner/Developer's cost and expense, the Bridge Improvements and Encroachments in accordance with the Town-approved Construction Documentation and the applicable provisions of the Lyons Municipal Code and the Manual. The Bridge shall be completed and offered by the Owner/Developer to the Town for acceptance as a public improvement not later than three hundred sixty-five (365) days following the date of the Town Engineer's written approval of the Report and Construction Documentation. Failure to complete the Bridge Improvements and Encroachments and offer such improvements to the Town as required by this paragraph shall constitute a breach of this Agreement and the Town may take all action necessary or convenient to complete the Bridge Improvements and Encroachments including but not limited to claiming and calling upon the letter of credit referred to in subparagraph 10.8.
- 10.8 Security for Completion of Bridge Improvements. The McConnell Drive Bridge Improvements shall be considered and included as part of the required improvements of LVP Filing No. 5 under Section II of the Original SIA and shall therefore be subject to the guarantees (and expressly including a letter of



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credit) referenced in and required by Section V, paragraph 2 of the Original SIA. In addition and as further security for the Owner/Developer's performance of the design and the construction of the Bridge Improvements and Encroachments, the Parties agree to the following:

10.8.1 Title Commitment. Within ten (10) days following the mutual execution of this Second Amendment, the Owner/Developer shall deliver to the Town Clerk a commitment for an ALTA mortgagee's title insurance commitment (the "Title Commitment"), committing to insure the first and paramount lien priority of the Mortgage (defined below) encumbering the real property described in Exhibit A (the "Security Property"), which Exhibit A is attached hereto and made a part hereof. The Commitment shall bear an effective date of not more than fifteen (15) days prior to the date of delivery to the Town Clerk. Such Commitment shall be accompanied by legible copies of all recorded liens and encumbrances identified in the Commitment and by the Owner/Developer's written representation that there exist no other liens or encumbrances against or upon the Security Property described in Exhibit A which are not described in the Commitment. Within (7) days following receipt of the Commitment by the Town Clerk, the Town shall deposit in the U.S. Mail (or other comparable delivery service), postage prepaid addressed to the Owner/Developer a statement of any objections to the contents of the Commitment (the "Title Objections"). The Owner/Developer shall satisfy all requirements set forth in the Commitment and shall cure all such Title Objections identified by the Town within thirty (30) days of receipt of the Town's Title Objections (the "Resolution Period"). In the event that the Owner/Developer is unwilling or unable to satisfy the requirements and cure all Title Objections prior to the expiration of the Resolution Period, the Town shall have the option of either accepting the Title Policy (defined below) subject to the uncured Title Objections, or rejecting the Commitment in which latter case this Second Amendment shall be void and of no further force or effect. Upon the execution and delivery of the Mortgage to the Town, Owner/Developer will deliver an ALTA mortgagee's title insurance policy (the "Title Policy") to

the Town, insuring the first and paramount lien priority of the Mortgage, including "gap" coverage, subject only to those title exceptions agreed to by the Town. Owner/Developer will pay for the title insurance premium for the issuance of the Title Policy.

10.8.2 Mortgage. Within five (5) business days following the expiration of the Resolution Period, the Owner/Developer shall execute or cause to be executed a mortgage (the "Mortgage") encumbering the Security Property. The Mortgage shall secure the Owner/Developer's obligations to design, construct and complete the Bridge Improvements and Encroachments as contemplated by and in accordance with this Agreement and the Original SIA, as well as all costs and expenses, including without limitation attorneys fees and court costs, which may be incurred by the Town in enforcing this Agreement and/or the Mortgage. The Mortgage and all related documentation shall be prepared by the Town Attorney. Owner/Developer shall pay the costs of recording the Mortgage.

10.8.3 Foreclosure of Mortgage. The Owner/Developer's failure to (i) timely submit a Report and Construction Design Documentation as requirement by paragraph 10.4, or (ii) complete construction of the Bridge Improvements and Encroachments in accordance with this Agreement, shall constitute a default under this Agreement and the Mortgage, following which the Town shall be entitled to foreclose upon the Mortgage in accordance with the terms of the Mortgage and applicable law.

10.8.4 Letter of Credit. Within twenty (20) days following approval by the Town Engineer of the Report and the Construction Documentation as provided by paragraph 10.6, the Owner Developer shall cause to be prepared and submitted to the Town an itemized estimate of the total cost of construction of the Bridge Improvements and any Encroachments in accordance with paragraph V(1) of the Original SIA. Following the Town's approval of such estimate, the Owner/Developer shall cause to be issued to the Town an at sight, irrevocable letter of credit with a Colorado financial institution in an amount equal to one-hundred fifteen percent (115%) of the approved estimate



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of the total cost of construction. Within ten (10) days following the issuance of such letter of credit, the Town shall cause the Mortgage to be released as an encumbrance against the Security Property.

10.8.5 Subordination of Town First Mortgage. Following a written request by the Owner/Developer and prior to the date of approval of any new subdivision plat within Lyons Valley Park (i.e., Filings Nos. 6, 7, etc.), the Town shall take such steps necessary to subordinate the Town's first and paramount lien priority and mortgage interest in only that portion of the Security Property located within such new subdivision where both: (1) such subordination is necessary to permit the Owner/Developer to obtain financing from a financial institution for development and construction within Lyons Valley Park or the Bridge Improvements and Encroachments; and (2) the fair market value of the Security Property, less the stated amount or value of financing to which the Town will subordinate its first lien and mortgage interest, will be equal to or greater than one million dollars (\$1,000,000.00). The Owner/Developer shall, at the Owner/Developer's cost and expense, provide to the Town Board of Trustees competent information and documentation necessary to establish the requirements of (1) and (2) of this paragraph, including a current appraisal of the fair market value of the Security Property.

10.8.6 Partial Release of Mortgage. Upon the written request of the Owner/Developer and prior to the closing of the sale of a subdivided lot to a third party within a new subdivision of Lyons Valley Park (i.e., Filing Nos. 6, 7, etc.), the Town shall cause to be prepared and recorded a partial release of the Town's lien and mortgage for such subdivided lot. The Owner/Developer's written request shall identify the lot, block, and name of the approved subdivision subject to the request for partial release of mortgage, represent that there exists an executed contract for the sale of such lot, and specify the date and time of closing. Such request for partial release shall be delivered to the Town Clerk at least ten (10) days but not more than twenty (20) days prior to the scheduled closing date. All costs of recordation of any partial release shall be paid by the Owner/Developer.



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- 10.9 Remedies Not Exclusive. Nothing in this Agreement is intended to limit or preclude any remedy available to the Town by law in the event of the Owner/Developer's breach of any obligation to construct the bridge to retention or collection of amounts held as guarantee for such improvements.

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DATED THIS 15th DAY OF September, 1997.

TOWN OF LYONS, a Colorado
 municipal corporation

Glenn Klepel
 Glenn Klepel, Mayor

ATTEST:

Teresa G. Andrews
 Teresa G. Andrews, Town Clerk/Treasurer

OWNER/DEVELOPER
 LYONS VALLEY PARK, INC.

Keith Bell
 By: Keith Bell, President

Warren E. Keys
) ss. Warren E. Keys, Secretary

STATE OF COLORADO

COUNTY OF Boulder

Acknowledged before me this 9th day of October, 1997, by
 Keith Bell, President of Lyons Valley Park, Inc. + Warren E. Keys, Secretary

Sandra K. Cottrell
 Notary

[SEAL]

My Commission Expires: 05-18-98

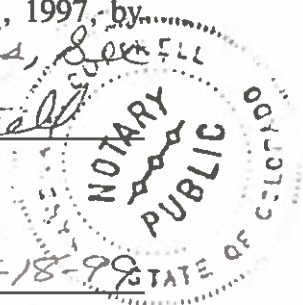




EXHIBIT A:

That portion of Sections 17, 19 & 20 all in Township 3 North, Range 70 West of the 6th P.M., Town of Lyons, Boulder County, State of Colorado, described as follows:

Beginning at the Northeast corner of said Section 19, Township 3 North, Range 70 West,
thence, N 87° 17' 30" W 609.53 feet,
thence, S 16° 00' 00" E 3.80 feet,
thence, along a curve to the left of radius 766.00 feet an arc distance of 195.19 feet
(chord bears S 23° 18' 00" E 194.66 feet),
thence, S 30° 36' 00" E 568.32 feet,
thence, S 59° 24' 00" W 68.00 feet,
thence, S 30° 36' 00" E 153.14 feet,
thence, along a curve to the left of radius 329.00 feet an arc distance of 141.16 feet
(chord bears S 42° 53' 30" E 140.08 feet),
thence, S 55° 11' 00" E 1.95 feet,
thence, along a curve to the left of radius 540.00 feet an arc distance of 248.67 feet
(chord bears S 71° 59' 28" W 246.48 feet),
thence, S 04° 49' 00" W 134.00 feet,
thence, S 04° 49' 00" W 1276. feet,
thence, S 82° 08' 50" W 724.36 feet,
thence, N 04° 49' 00" E 47.61 feet,
thence, N 87° 42' 55" W 151.50 feet,
thence, S 00° 16' 22" E 1343.00 feet,
thence, S 89° 08' 30" E 1313.60 feet,
thence, N 01° 51' 00" E 1309.00 feet,
thence, S 85° 24' 03" E 1192.44 feet,
thence, N 01° 18' 40" W 1313.16 feet,
thence, N 72° 21' 35" W 245.13 feet,
thence, N 08° 45' 25" E 472.50,
thence, N 41° 14' 25" E 39.60,
thence, N 18° 33' 35" W 54.50 feet,
thence, N 43° 50' 35" W 48.70 feet,
thence, S 32° 38' 25" W 424.10 feet,
thence, N 00° 05' 35" W 370.40,
thence, N 32° 34' 25" E 156.20 feet,
thence, N 40° 59' 35" W 774.0026 ,
thence, N 77° 06' 20" W 507.77 feet,
thence, S 01° 15' 00" W 65.00 feet to the point of beginning.

Less that portion of the above described tract platted as Lyons Valley Park Subdivision - Filing No. 5 which tract is more particularly described as follows:

Beginning at the Northeast corner of said Section 19, Township 3 North, Range 70 West,
thence, N 87° 17' 30" W 609.53 feet,
thence, S 16° 00' 00" E 3.80 feet,
thence, along a curve to the left of radius 766.00 feet an arc distance of 195.19 feet
(chord bears S 23° 18' 00" E 194.66 feet),
thence, S 30° 36' 00" E 568.32 feet,



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EXHIBIT A: (PAGE TWO)

thence, S $59^{\circ} 24' 00''$ W 68.00 feet,
thence, S $30^{\circ} 36' 00''$ E 153.14 feet,
thence, along a curve to the left of radius 329.00 feet an arc distance of 141.16 feet
(chord bears S $42^{\circ} 53' 30''$ E 140.08 feet),
thence, S $55^{\circ} 11' 00''$ E 1.95 feet,
thence, S $58^{\circ} 47' 35''$ E 80.00 feet,
thence, along a curve to the right of radius 460.00 feet an arc distance of 28.98 feet
(chord bears N $33^{\circ} 00' 42.5''$ E 28.97 feet),
thence, along a curve to the right of radius 510.00 feet an arc distance of 400.55 feet
(chord bears N $57^{\circ} 19' 00''$ E 390.24 feet),
thence, N $79^{\circ} 49' 00''$ E 165.00 feet,
thence, along a curve to the left of radius 540.00 feet an arc distance of 254.47 feet
(chord bears N $66^{\circ} 19' 00''$ E 252.12 feet),
thence, N $52^{\circ} 49' 00''$ E 215.82 feet,
thence, N $40^{\circ} 59' 35''$ W 543.40 feet,
thence, N $77^{\circ} 06' 20''$ W 507.77 feet,
thence, S $01^{\circ} 15' 00''$ W 65.00 feet to the point of beginning.