

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

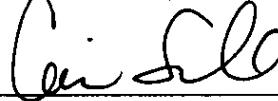
Section 1. The Board of Trustees of the Town of Lyons hereby: (a) approves the Easement Agreement in the form attached hereto as Exhibit 1; (b) approves the TCE in the form attached hereto as Exhibit 2; (c) approves the Agreement in the form attached hereto as Exhibit 3; (d) authorizes the Town Administrator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

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

Section 3. This Resolution shall take effect immediately.

ADOPTED THIS 2nd DAY OF MAY, 2016.

TOWN OF LYONS, COLORADO



Connie Sullivan, Mayor



Attachments to Resolution:

Exhibit 1 – Easement Agreement

Exhibit 2 – Temporary Construction Easement Agreement

Exhibit 3 – Agreement Regarding Intent to Petition to Annex the Williams Property

Exhibit 1

Easement Agreement

EASEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

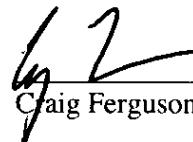
14. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

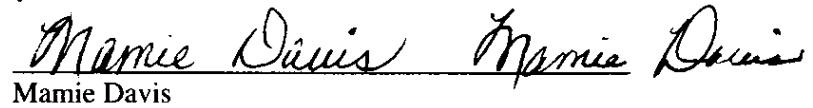
15. Indemnification. To the greatest extent permitted by law, Grantee expressly agrees to, and shall, indemnify and hold harmless the Grantor from any and all claims, damages, liability, or court awards, including costs and attorneys' fees that are or may be awarded as a result of any loss, injury or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

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

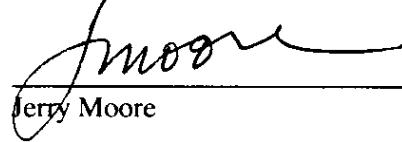
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:


Craig Ferguson


Mamie Davis

Mamie Davis


Jerry Moore

GRANTEE:

TOWN OF LYONS, COLORADO

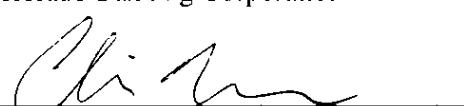
By:


Connie Sullivan, Mayor, Authorized
pursuant to Resolution No. 16-47

LENDER:

Agreed and Consented to this 12th day of July, 2016.

ALPINE BANK
A Colorado Banking Corporation

By: 
Its: President

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

STATE OF COLORADO)
COUNTY OF Boulder) ss.



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

Witness my hand and official seal.

My commission expires:

1/20/2019

Debra Anthony
Notary Public

[S E A L]

STATE OF COLORADO)
COUNTY OF San Miguel) ss.

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

Witness my hand and official seal.

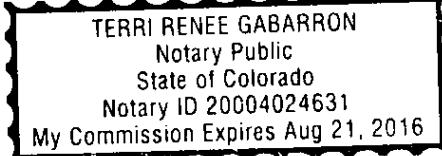
My commission expires:

8/21/16

Terri Renee Gabarron
Notary Public

[S E A L]

STATE OF COLORADO)
COUNTY OF Sumner) ss.



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

Witness my hand and official seal.

My commission expires:

4/29/16

Heather F. Job
Notary Public

[S E A L]

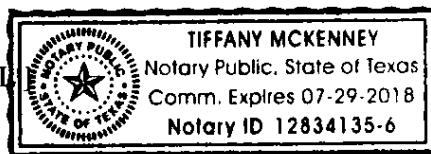
Texas
STATE OF COLORADO)
COUNTY OF Collin) ss.

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

Witness my hand and official seal.

My commission expires: July 29 2018

[S E A L]

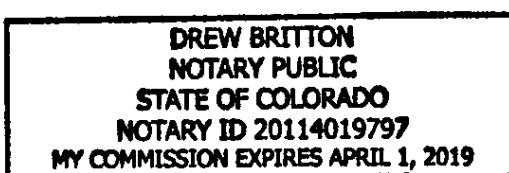


Tiffany Mckenney
Notary Public

STATE OF COLORADO)
COUNTY OF Boulder) ss.

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

[S E A L]



Jerry Moore
Notary Public

LENDER:

Agreed and Consented to this 14th day of June, 2016.

U.S. SMALL BUSINESS ADMINISTRATION

By: David C. Monroe

Its: Supervisory Financial Analyst

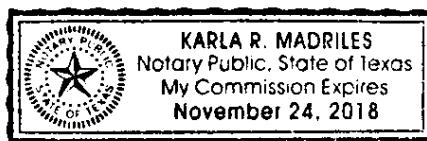
STATE OF Texas)
) ss.
COUNTY OF El Paso)

The foregoing instrument was subscribed to and acknowledged before me this 14th day of June, 2016, by David C Monroe as Supervisory Financial Analyst of the U.S. Small Business Administration, for and on behalf of the SBA.

Witness my hand and official seal.

My commission expires: 11-24-18

[SEAL]



7/21/18
Notary Public

EXHIBIT A**Festival Property**

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

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

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

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

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

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

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

EXHIBIT B**Williams Property**

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

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

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

County of Boulder,
State of Colorado.

EXHIBIT C

Easement Premises (2 pages)

EXHIBIT "C"

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

SHEET 1 OF 2

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

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 3210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3/4" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, X1 COR. S18/S19, T3N, N 10W" AT THE SOUTH QUARTER CORNER, WITH ALLbearings CONTAINED HEREIN RELATIVE THERETO.

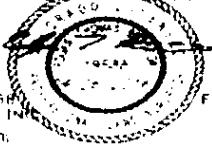
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH-SOUTH SECTION 18 CENTERLINE, A DISTANCE OF 2417 1/4 FEET, TO THE SOUTHWEST-MOST CORNER OF PARCEL HEREIN REFERRED TO IN QUOTATION MARKS WITH B. ALLEN COUNTY AT RECEPTION NO. 1704495, DATED JUNE 6, 1997, SAID POINT BEING THE POINT OF BEGINNING, THENCE ALONG SAID PARCEL BOUNDARY THE FOLLOWING THREE (3) COURSES:

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

THENCE DEPARTING SAID BOUNDARY, NORTH 52°21'11" EAST, A DISTANCE OF 37.13 FEET, THENCE NORTH 00°58'39" WEST, A DISTANCE OF 100.61 FEET, THENCE NORTH 12°58'18" WEST, A DISTANCE OF 152.46 FEET, THENCE NORTH 19°18'16" WEST, A DISTANCE OF 210.55 FEET, THENCE NORTH 83°15'09" WEST, A DISTANCE OF 149.28 FEET, THENCE NORTH 79°07'24" WEST, A DISTANCE OF 224.52 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL; THENCE NORTH 37°33'47" WEST, A DISTANCE OF 44.49 FEET TO THE SOUTHWEST-MOST CORNER OF SAID PARCEL; THENCE NORTH 52°15'56" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 19.88 FEET, THENCE CONTINUING ALONG SAID PARCEL BOUNDARY NORTH 50°36'22" EAST, A DISTANCE OF 5.14 FEET, THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 34.68 FEET; THENCE NORTH 79°07'24" EAST, A DISTANCE OF 214.05 FEET; THENCE SOUTH 83°37'09" EAST, A DISTANCE OF 164.01 FEET; THENCE SOUTH 19°18'16" EAST, A DISTANCE OF 227.85 FEET, THENCE NORTH 12°58'18" EAST, A DISTANCE OF 152.13 FEET, THENCE NORTH 89°01'21" EAST, A DISTANCE OF 46.74 FEET, THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 11.27 FEET, THENCE SOUTH 43°01'21" WEST, A DISTANCE OF 47.88 FEET; THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 185.22 FEET, THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 121.86 FEET, THENCE SOUTH 51°35'47" EAST, A DISTANCE OF 206.20 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 426.36 FEET TO A POINT ON THE NORTH-CENTERLINE OF SECTION 18, THENCE SOUTH 00°59'10" WEST, A DISTANCE OF 24.07 FEET, TO THE POINT OF BEGINNING

SAID EASEMENT CONTAINING 39.342 SQ FT. OR 0.00 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 FLATIRON, 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 A SURVEY LAND IN VIOLATION OF STATE STATUTE



FLATIRON, INC. F-1 JOB NO. 13-62,753

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

THIS IS NOT A LAND SURVEY, LAT OR THINIMENT IS THE PLAT, AND THIS EXHIBIT IS NOT PRECISE. FOR PURPOSES OF TRANSFER OF TITLE OR LUMINATIONS OF LAND, RELEASER INFORMATION CONTAINED HEREIN IS TO BE USED ON INFORMATION PROVIDED BY CLIENT.

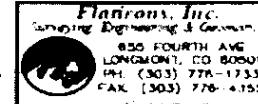


EXHIBIT "C"

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

SHEET 2 OF 2 NORTH QUARTER
OWNER SECTION 14
FLUID CHANNEL
GROWS IN STONE

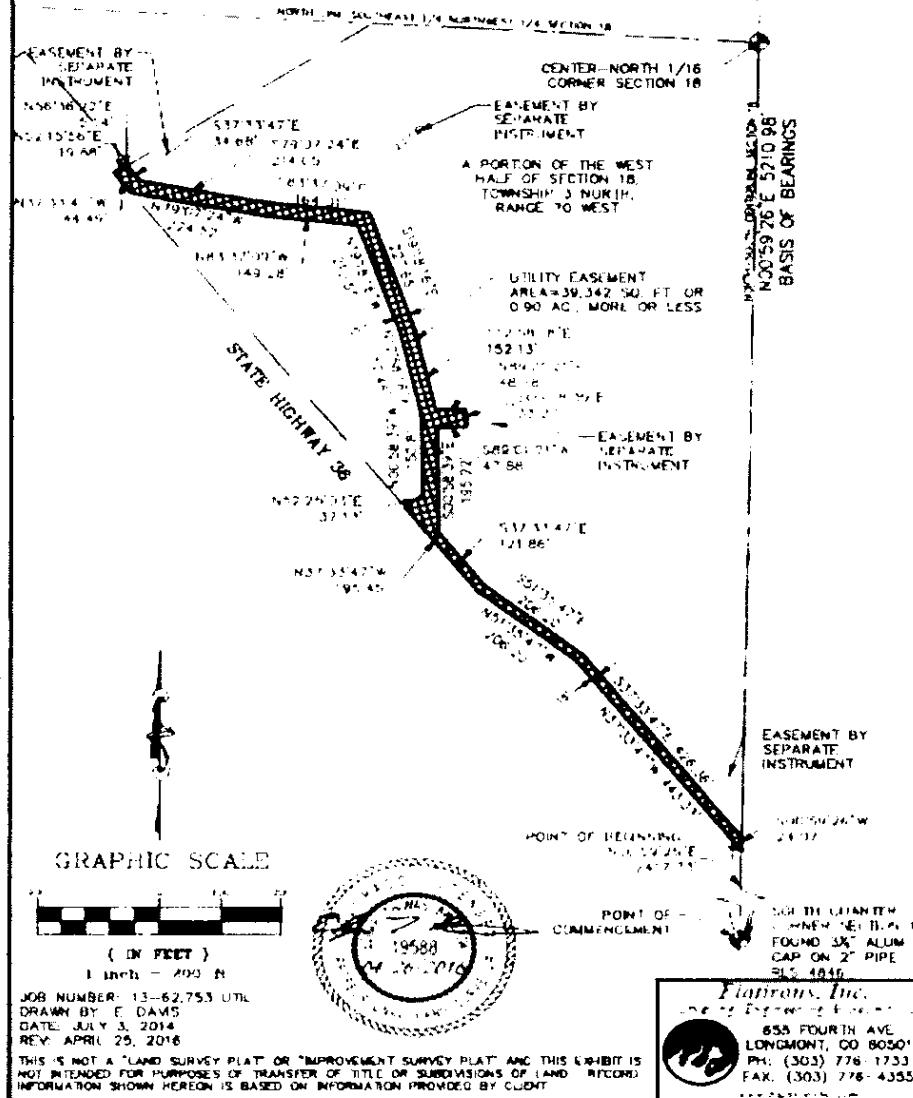


EXHIBIT D

Easement Premises (3 pages)

EXHIBIT "D"

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

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

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH
00°58'26" EAST, A DISTANCE OF 5210.88 FEET BETWEEN A FOUND CHISELED
CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3 $\frac{1}{2}$ " ALUMINUM
CAP ON 2" PIPE, MARKED "RLS 4848, 1992, 1/4 COR., S18/W19, T3N, R70W" AT
THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE
THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18, THENCE
SOUTH 00°59'26" WEST, ALONG SAID NORTH-SOUTH SECTION CENTERLINE, A
DISTANCE OF 1299.87 FEET, TO A POINT ON THE NORTHEAST CORNER OF THAT
PARCEL DESCRIBED IN QUITCLAIM DEED RECORDED WITH BOULDER COUNTY AT
RECEPTION NO. 1704495, DATED JUNE 6, 1997; THENCE, ALONG SAID PARCEL
BOUNDARY, NORTH 86°34'08" WEST, A DISTANCE OF 631.84 FEET; THENCE,
CONTINUING ALONG SAID PARCEL BOUNDARY, SOUTH 58°36'22" WEST, A
DISTANCE OF 477.70 FEET, TO A POINT ON A PROPOSED UTILITY EASEMENT;
THENCE ALONG SAID UTILITY EASEMENT BY SEPARATE INSTRUMENT; THE
FOLLOWING THREE (3) COURSES:

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

JOB NUMBER: 3-62-753 ELEC
DRAWN BY: E. DAVIS
DATE: JULY 1, 2014
REV: APRIL 25, 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 SURVEYORS OF LAND RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT

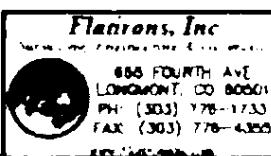


EXHIBIT "D"

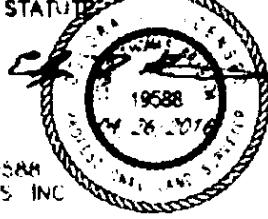
LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70
WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO
SHEET 2 OF 3

THENCE NORTH 06°22'51" EAST, A DISTANCE OF 59.10 FEET; THENCE NORTH 47°39'38" EAST, A DISTANCE OF 146.09 FEET; THENCE SOUTH 42°20'22" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 47°39'38" WEST, A DISTANCE OF 142.33 FEET; THENCE SOUTH 06°22'51" WEST, A DISTANCE OF 55.33 FEET, TO A POINT ON SAID UTILITY EASEMENT BY SEPARATE INSTRUMENT; THENCE NORTH 83°37'09" WEST, ALONG SAID EASEMENT, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING

SAID EASEMENT CONTAINING 2,014 SQ FT OR 0.08 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.

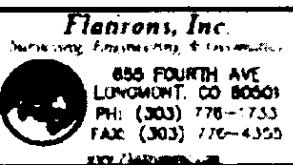
EDGAR T. BRISTOW
COLORADO P.L.S. #19544
PRESIDENT, FLATIRONS INC.



FSI JOB NO. 13-62,753

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



15

EXHIBIT E

Easement Premises (2 pages)

EXHIBIT "E"

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

SHEET 1 OF 2

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

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4848, 1992, ¼ COR., S18/519, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

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

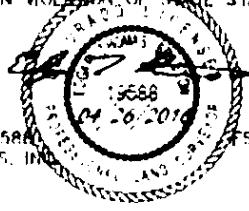
- 1) NORTH 37°33'47" WEST, A DISTANCE OF 426.36 FEET;
- 2) THENCE NORTH 51°35'47" WEST, A DISTANCE OF 206.20 FEET;
- 3) THENCE NORTH 37°33'47" WEST, A DISTANCE OF 121.86 FEET;
- 4) THENCE NORTH 00°58'39" WEST, A DISTANCE OF 195.22 FEET;
- 5) THENCE NORTH 89°01'21" EAST, A DISTANCE OF 47.88 FEET TO THE POINT OF BEGINNING;

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

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

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

EDGAR T. BRISTOW
COLORADO P.L.S. #19584
PRESIDENT, FLATIRONS, INC.



JOB NUMBER: 13-62,753 ELEC 2
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 23, 2016

Flatirons, Inc.
Surveying Engineering & Geomatics
655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1731
FAX: (303) 776-4755

EXHIBIT "E"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70
WEST OF THE 6TH PRINCIPAL MERIDIAN

TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

NW 1/4 21'E

SHEET 2 OF 2

45' 11" '0" ELECTRIC EASEMENT
(PRIVATE SERVICE)
AREA=452 SQ. FT.

OR 0.01 AC., MORE OR LESS

500 58' 39"E NORTH QUARTER
10 00' CORNER SECTION 18
589 01' 21"W FOUND CHISELED
45 18 CROSS IN STONE

500 58' 39"W

10 00'

POINT OF BEGINNING

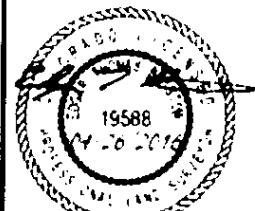
589 01' 21"E

47 88'

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

EASEMENT BY
SEPARATE
INSTRUMENT

500 59' 26"W 5210 98
BASIS OF BEARINGS



JOB NUMBER: 13-62753 ELEC. 2
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 25, 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

POINT OF
COMMENCEMENT

N000 59' 26"E
2441.82

SOUTH QUARTER
CORNER SECTION 18
FOUND 3/8" ALUM
CAP ON 2" PIPE
RLS 4848

Flatirons, Inc.
Surveying, Engineering & Geomatics

655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4155

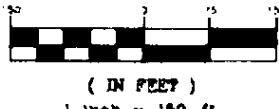


EXHIBIT F

Easement Premises (3 pages)

EXHIBIT "F"

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

SHEET 1 OF 3

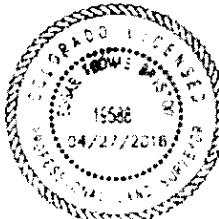
AN EASEMENT FOR WATER MAIN PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3 $\frac{1}{2}$ " ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, 1/4 COR., S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

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

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

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



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

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

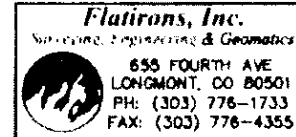


EXHIBIT "F"

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

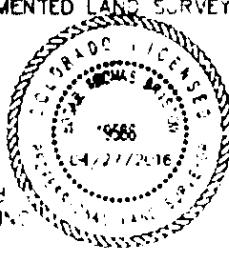
SHEET 2 OF 3

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

SAID EASEMENT CONTAINING 3.261 SOFT. OR 0.07 ACRES, MORE OR LESS.

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

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



FSI JOB NO. 13-62,753

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

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



EXHIBIT "F"

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

SHEET 3 OF 3

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

500'59'26" W
1299.87'

NORTH LINE SOUTHEAST 1/4 NORTHEAST 1/4 SECTION 18
N86°54'09" W 631.84

CENTER-NORTH 1/16
CORNER SECTION 18

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

POINT OF BEGINNING
N86°44'21" E
N71°44'15" W
S45°39'17" E
NE33°10' W
15' 36"

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

EASEMENT BY
SEPARATE
INSTRUMENT

N00°59'26" E 5210.98
NORTH-SOUTH CENTER LINE
BASIS OF BEARINGS

SOUTH QUARTER
CORNER SECTION 18
FOUND 3 1/4" ALUM.
CAP ON 2" PIPE
RLS 4846

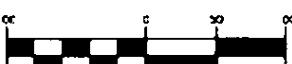
Flatirons, Inc.

Surveying, Engineering & Geomatics

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



GRAPHIC SCALE



JOB NUMBER: 13-82733 WTR (IN FEET)
DRAWN BY: E. DAMS
DATE: JULY 3, 2014
1 inch = 100 ft

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

EXHIBIT G

Easement Premises (2 pages)

EXHIBIT "G"

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

SHEET 1 OF 2

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

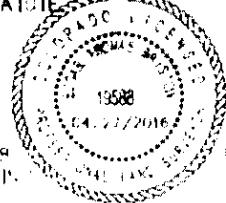
CONSIDERING THE NORTH-SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH
00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN
STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2"
PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH
QUARTER CORNER, WITH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

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

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

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

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



EDGAR T. BRISTOW
COLORADO P.L.S. #1958A
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13-62,753

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

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

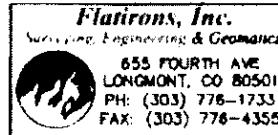


EXHIBIT "G"

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

SHEET 2 OF 2

