

2013004360
Book 2309 Page 83

State of Missouri, County of Lincoln
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DOTTIE O. CRENSHAW, RECORDER OF DEEDS

James Schneider
Deputy



UTILITY EASEMENT AGREEMENT

THIS AGREEMENT, is made this 29th day of April, 2013, by and between Gary E. Hagemeier and Marlene Hagemeier, his wife, of the County of Lincoln, State of Missouri, Grantors, and the City of Elsberry, Missouri, a political subdivision of the State of Missouri, Grantee, (mailing address of said first named grantee is: 201 Broadway, Elsberry, Missouri 63343):

WITNESSETH:

WHEREAS, Grantors are the owners of the following described real property lying, situate and being in the County of Lincoln, State of Missouri, to-wit:

Tract 1:

Beginning at a stone from which the quarter section corner on the East line bears South 20.10 chains; thence South 88 ¾ degrees W. 20.10 chains to a stone; thence North 31.26 chains to a stone on the South line of Survey 1706; thence Easterly along and with the South line of Survey 1706, 22.88 chains to a stone at the intersection of the south line of Survey 1706 and East line of Section 29, Township 51 North, Range 2 East of the 5th P.M.; thence South 21.64 chains to a stone; thence South 20.10 chains to the place of beginning, containing 73 acres, more or less and being all in Section 29 and 32, Township 51 North, Range 2 East of the 5th P.M.

EXCEPTION, HOWEVER, from the above tract the following described tract, to-wit:

BEGINNING at an iron rod marking the Northeast 1/16 corner of Section 32; thence North 00 degrees 16 minutes 19 seconds West, 650.12 feet to an iron rod on the 1/16 line; thence departing the 1/16 line North 89 degrees 43 minutes 41 seconds East, 344.10 feet to an iron rod; thence South 00 degrees 16 minutes 19 seconds East, 603.18 feet to a right-of-way marker marking the most northern right-of-way of Missouri Route JJ; thence along said right-of-way being a curve concave southeasterly having a central angle of 24 degrees 21 minutes 40 seconds, a radius of 393.10 feet; and a chord of South 75 degrees 37 minutes 10 seconds West, 165.88 feet; thence South 87 degrees 48 minutes 00 seconds West 182.46 feet; thence departing from said right-of-way, South 66 degrees 42 minutes 08 seconds West, 0.94 feet to the point of beginning.

Subject to easements, restrictions, and conditions of record.

Tract 2:

The West Fractional part of the Southwest fractional Quarter of Section 28, Township 51 North, Range 2 East of the 5th P.M. containing 39.01 acres, more or less.

Subject to easements, restrictions, and conditions of record.

said real property being hereinafter referred to as the "Subject Property", and

WHEREAS, Grantee wishes to acquire certain easements over the Subject Property, and

WHEREAS, Grantors are willing to convey said easements to Grantee, subject to the hereinafter terms and conditions on Grantee's part to be performed;

NOW THEREFORE, for and in consideration of the sum of Ten and no/100 DOLLARS, (\$10.00), the receipt of which is hereby acknowledged by Grantors, and in further consideration of the covenants and agreements hereinafter contained on Grantee's part to be performed, Grantors do by these presents, Grant, Bargain and Sell, Convey and Confirm unto Grantee, its successors and assigns, the Permanent Utility Easements and the Temporary Construction Easements, as the case may be, over, under, across, and through the Subject Property, in the areas described in and located by EXHIBITS "A", "B", "C", and "D", attached hereto and here fully incorporated by reference, hereinafter the "Easement Areas", with the perpetual and exclusive right, privilege, and authority, in the Easement Areas, to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, monitor, maintain, replace, enlarge, expand, modernize, upgrade, cap, and remove utility main lines, force lines, service lines, manholes, valves, flush valves, pumping facilities, meter pits, wires, cables, meter yokes, meters, lids and rings, detection wire risers, cleanouts, air relief valves, meter vaults, a pump station and structure, and all appurtenances thereto, all of the above being hereinafter referred to as the "Infrastructure", together with the right to trim, clear, and remove trees, crops, and other obstructions in the Easement Areas in order to construct, repair, replace, inspect, monitor, or maintain the Infrastructure, subject, however, to the following covenants and conditions on Grantee's part to be performed:

1. Grantee's right to place an above ground pump station and/or structure shall be limited to the area described in EXHIBIT "C", and said station/structure shall be of the size and placed in the location depicted in EXHIBIT "D". Further, Grantee shall at all times maintain said station/structure in a neat condition, shall keep the surrounding premises free of weeds, and shall not allow filth, debris, or junk to accumulate thereon.

2. Upon Grantee's completion of the initial construction of its Infrastructure, and in thereafter exercising any of its above-mentioned rights with respect thereto, Grantee, at its sole cost and expense, shall promptly restore the ground surface of the Easement Areas to substantially the same condition which existed prior to Grantee's exercise of any of said rights, which restoration shall include, but not by way of limitation, removal of any and all tree trunks, stumps, limbs, brush and vegetation which are trimmed, cleared, or cut, backfilling of all holes and trenches and replacement of soil to achieve original grades, restoration of existing ground cover, excluding trees

and growing crops, and performance of all measures necessary to prevent material erosion of the soil in the Easement Areas. The Infrastructure is the property of Grantee, and none of said Infrastructure shall be considered fixtures on the Easement Areas. At such time, if any, that Grantee shall discontinue use of any aboveground part(s) of said Infrastructure, such part(s) shall be removed by Grantee from the Subject Property, and Grantee shall promptly restore the ground surface of the Easement Areas in the above-described manner. Further, Grantors shall have the continued right to use and enjoy the Easement Areas insofar as the exercise thereof does not interfere with the Grantee's above-described rights in said Easement Areas, and after Grantee's initial construction of the Infrastructure, Grantors shall have the right to conduct farming operations on the Easement Areas, including, without limitation, planting, fencing, and pasturing, for so long as such activities do not materially interfere with Grantee's above-described rights in said Easement Areas.

3. After Grantee has completed and is operating the Infrastructure so as to be able to provide water and sewer services from Grantee's City Water Utility and City Sewer Utility to the Subject Property, Grantor may, at any time and from time to time, connect up to two (2) single family residential units located on the Subject Property to the Grantee's water lines and/or the Grantee's sewer lines in the Easement Areas and be provided water and/or sewer service by Grantee, choice of the two locations for said connections to be that of Grantors, subject to any physical limitations, with tap or tee for connection for water to be a 1" size service and with tap or tee for connection for sewer to be a 2" size service. Provided, further, subject to the provisions hereinafter, in making any and all of the above-allowed connections, whether to the water lines or the sewer lines, Grantors shall not be charged any tap, connection, meter installation, excavation, or permit fees by the Grantee. Grantee shall further provide, at no cost to Grantors, all labor, equipment, material, and inspections required for installation of each connection/tap, and Grantee shall bear all costs and expenses for the necessary water meters, meter wells and lids, meter setter, fittings, yokes, cocks, backflow prevention devises, loops, laterals, line preparation, and ancillary components required to be installed to connect a residential unit to the Grantee's City Water Utility and/or City Sewer Utility, as the case may be. Grantee shall make the said installations and connections in compliance with Grantee's applicable ordinances and laws then in effect, and the above-mentioned water meters, meter wells and lids, meter setter, fittings, yokes, cocks, backflow prevention devises, loops, laterals, and ancillary components so installed by Grantee shall likewise be in compliance with Grantee's applicable ordinances and laws then in effect. The meters and accompanying equipment to be installed by Grantee shall be located at the point of connection to the Grantee's water and/or sewer lines, as the case may be, and Grantors shall be responsible for all lines, fittings, and pumps from the meter to the residential unit in question. Despite the fact that the Subject Property is outside Grantee's City Limits, Grantee shall not deprive Grantors of the above-mentioned rights to connect up to two (2) residential units thereon to the Grantee's water and/or sewer lines in the Easement Areas and to be provided water and/or sewer service by Grantee's exercise of any terms or provisions of Grantee's ordinances and/or laws, now or hereafter in effect, which prohibit, restrict, or make additional requirements for connection of residential units outside Grantee's City Limits, or which make permission or the exercise of discretion a prerequisite for said connections. Further, the User Charge which Grantee makes for provision of water and/or sewer service to two residential units on the Subject Property shall be based on the charges made for such services to single family residential units located in the Grantee's City Limits. Except as

otherwise provided hereinabove, at such time, if any, as Grantors shall elect to make and use any of the above-described connections, upon Grantee's completion of the connection(s) in question, Grantors' use of said connection(s) for the provision of water and/or sewer services to the residential units (no more than two in number), and that use only, shall be subject to and governed by the applicable provisions of Sections 75.010.5 and 75.015, and Chapters 110, 112, and 113 of the Elsberry City Code, as from time to time amended. Notwithstanding anything to the contrary stated hereinabove, unless Grantee shall have earlier failed in its obligation to make any of the above-mentioned connections at no cost to Grantors, as provided for hereinabove, Grantee's obligation to make said connections at no cost to Grantors shall expire on the thirtieth (30th) anniversary date of this Utility Easement Agreement. Provided, however, after the thirtieth (30th) anniversary date, to the extent that the above-mentioned connections have not already been made, Grantors shall continue to possess the right to make said connections at Grantors' own cost, despite the fact that the Subject Property is outside Grantee's City Limits, and Grantee shall not deprive Grantors of the above-mentioned rights to connect up to two (2) single family residential units thereon to the Grantee's water and/or sewer lines in the Easement Areas and to be provided water and/or sewer service by Grantee's exercise of any terms or provisions of Grantee's ordinances and/or laws, then in effect, which prohibit, restrict, or make additional requirements for connection of residential units outside Grantee's City Limits, or which make permission or the exercise of discretion a prerequisite for said connections. Provided, further, with respect to the above-mentioned connections, if any, which Grantors elect to make at their own cost after the thirtieth (30th) anniversary date, the User Charge which Grantee makes for provision of water and/or sewer service via said connections shall be based on the charges then made by Grantee for such services to single family residential units located in the Grantee's City Limits.

4. Grantee hereby acknowledges that the above-mentioned covenants and agreements on Grantee's part to be performed are a material part of the consideration given by Grantee to Grantors for Grantors' conveyance of the above-mentioned easements to Grantee.

In granting the above-described easements, Grantors acknowledge that they have received a copy of the State CDBG Programs Easements brochure, which describes the Grantors' rights under the Uniform Relocation Assistance and Real Property Acquisitions Act and the regulations at 49 CFR Part 24. Grantors further acknowledge that the rights described include that right to just compensation for the easements herein conveyed, based on an appraisal or valuation, with a valuation being required if the value is estimated at \$10,000.00 or less, and with the right to an appraisal and the right to accompany the appraiser where damage exceeds \$10,000.00. Grantors further acknowledge that they may waive all or any of the above-mentioned rights and requirements.

Having been fully informed concerning the above rights, to the extent the value of any rights and interests conveyed herein may exceed the consideration and benefit flowing to Grantors, Grantors hereby waive the right to an appraisal, valuation, and just compensation under the Uniform Relocation Assistance and Real Property Acquisitions Act.

The easements herein granted, together with all of the terms, covenants, and provisions hereof shall run with the Subject Property and shall benefit and be binding upon both Grantors and Grantees, and their respective heirs, successors, and assigns.

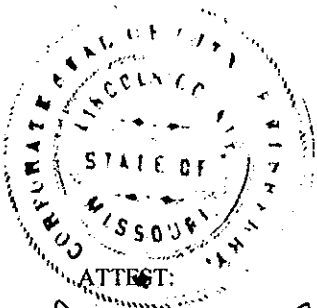
IN WITNESS WHEREOF, the Grantors and Grantee have caused this instrument to be signed on the day and year first above written.

Gary E. Hagemer
Gary E. Hagemer - Grantor

Marlene Hagemer
Marlene Hagemer - Grantor

City of Elsberry, Missouri - Grantee

By: Terry Martin
Terry Martin, Mayor



JoAnn Cordsiemon
JoAnn Cordsiemon, City Clerk

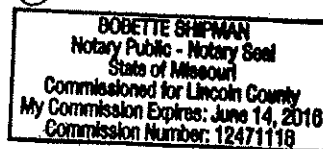
STATE OF MISSOURI)
COUNTY OF LINCOLN) SS.

On this 29th day of April, 2013, before me personally appeared Gary E. Hagemer and Marlene Hagemer, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

My Commission Expires: June 14, 2016.

Bobette Shipman
Bobette Shipman, Notary Public



STATE OF MISSOURI)
COUNTY OF LINCOLN) SS.

On this 29 day of April, 2013, before me personally appeared Terry Martin, to me known to be the person described in and who executed the foregoing instrument, and who being by me duly sworn acknowledged that he is the duly elected and serving Mayor of the City of Elsberry, Missouri, that the seal affixed to this instrument is the official seal of said City, and that this instrument was signed and sealed by him in behalf of said City by authority of its Board Of Aldermen, and the said Terry Martin acknowledged said instrument to be the free act and deed of said City of Elsberry, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

2-26-2017
My Commission Expires:

Marjorie J Koch
Notary Public

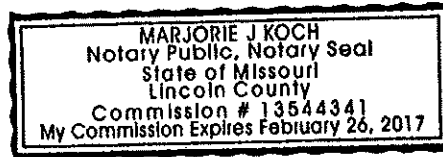


EXHIBIT A:

PERMANENT UTILITY EASEMENT

A 35 FOOT WIDE UTILITY EASEMENT ACROSS THE SUBJECT PROPERTY, FROM THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY JJ TO, AND ALONG, THE SOUTH LINE OF SURVEY 1706 (THE CURRENT NORTH PROPERTY LINE OF THE SUBJECT PROPERTY), ALSO BEING A PORTION OF SECTIONS 28, 29 AND 32, TOWNSHIP 51 NORTH, RANGE 2 EAST (T51N, R2E), LINCOLN COUNTY, MISSOURI, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SUBJECT PROPERTY, THENCE ALONG THE SOUTH LINE OF SURVEY 1706 (THE CURRENT NORTH PROPERTY LINE OF THE SUBJECT PROPERTY), N61°25'30"E, A DISTANCE OF 306.10 FEET; THENCE S28°34'30"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

THENCE N61°25'30"E, A DISTANCE OF 1,524.52 FEET;
THENCE N23°42'00"W, A DISTANCE OF 4.97 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SURVEY 1706;
THENCE ALONG SAID SOUTH LINE OF SURVEY 1706 N61°25'30"E, A DISTANCE OF 35.13 FEET;
THENCE LEAVING SAID SOUTH LINE OF SURVEY 1706 S23°42'00"E, A DISTANCE OF 40.09 FEET;
THENCE S61°25'30"W, A DISTANCE OF 1,553.25 FEET;
THENCE 22.19' ALONG A 75.33 FOOT RADIUS CURVE TO THE LEFT (HAVING A CHORD BEARING OF S40°39'10"W, A DISTANCE OF 22.11 FEET);
THENCE S29°14'50"E, A DISTANCE OF 7.04 FEET;
THENCE S07°35'00"W, A DISTANCE OF 19.61 FEET;
THENCE S05°19'40"E, A DISTANCE OF 27.16 FEET;
THENCE S18°10'00"E, A DISTANCE OF 106.28 FEET;
THENCE S14°59'30"E, A DISTANCE OF 68.29 FEET;
THENCE S12°09'25"E, A DISTANCE OF 50.83 FEET;
THENCE S21°04'10"E, A DISTANCE OF 55.35 FEET;
THENCE S23°39'45"E, A DISTANCE OF 26.40 FEET;
THENCE S21°41'35"E, A DISTANCE OF 38.59 FEET;
THENCE S19°56'30"E, A DISTANCE OF 266.58 FEET;
THENCE S19°58'00"E, A DISTANCE OF 126.45 FEET;
THENCE S19°42'30"E, A DISTANCE OF 331.48 FEET;
THENCE S13°38'40"E, A DISTANCE OF 478.26 FEET;
THENCE S03°28'20"E, A DISTANCE OF 215.56 FEET;
THENCE S14°51'10"E, A DISTANCE OF 351.76 FEET;
THENCE S03°06'20"E, A DISTANCE OF 76.64 FEET TO THE NORTHLY RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY JJ ("THE MO ROW");
THENCE ALONG SAID MO RIGHT OF WAY S88°30'40"W, A DISTANCE OF 35.01 FEET;
THENCE LEAVING SAID MO RIGHT OF WAY N00°06'20"W, A DISTANCE OF 72.06 FEET;
THENCE N14°51'10"W, A DISTANCE OF 351.64 FEET;
THENCE N03°28'20"W, A DISTANCE OF 215.93 FEET;

THENCE N13°38'40"W, A DISTANCE OF 473.29 FEET;
THENCE N19°42'30"W, A DISTANCE OF 329.54 FEET;
THENCE N19°58'00"W, A DISTANCE OF 126.38 FEET;
THENCE N19°56'30"W, A DISTANCE OF 266.06 FEET;
THENCE N21°41'35"W, A DISTANCE OF 37.45 FEET;
THENCE N23°39'45"W, A DISTANCE OF 26.60 FEET;
THENCE N21°04'10"W, A DISTANCE OF 58.87 FEET;
THENCE N12°09'25"W, A DISTANCE OF 52.69 FEET;
THENCE N14°59'30"W, A DISTANCE OF 66.46 FEET;
THENCE N18°10'00"W, A DISTANCE OF 109.25 FEET;
THENCE N05°19'40"W, A DISTANCE OF 29.66 FEET;
THENCE N07°35'00"E, A DISTANCE OF 11.91 FEET;
THENCE N29°14'50"W, A DISTANCE OF 13.67 FEET;
THENCE 58.80' ALONG A 110.33 FOOT RADIUS CURVE TO THE RIGHT (HAVING
A CHORD BEARING OF N35°58'20"E, A DISTANCE OF 58.11 FEET) TO THE
POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 134,514 SQUARE FEET OF UTILITY
EASEMENT.

TEMPORARY CONSTRUCTION EASEMENT

A 60 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ACROSS THE
SUBJECT PROPERTY FROM THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY JJ
TO, AND ALONG, THE SOUTH LINE OF SURVEY 1706 (THE CURRENT NORTH
PROPERTY LINE OF THE SUBJECT PROPERTY), ALSO BEING A PORTION OF
SECTIONS 28, 29 AND 32, TOWNSHIP 51 NORTH, RANGE 2 EAST (T51N, R2E),
LINCOLN COUNTY, MISSOURI, AND IS MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SUBJECT PROPERTY,
THENCE ALONG THE SOUTH LINE OF SURVEY 1706 (WHICH IS THE NORTH
LINE OF SAID TRACT OF LAND), N61°25'30"E, A DISTANCE OF 272.65 FEET
TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SOUTH LINE OF SURVEY 1706 (WHICH IS THE
NORTH LINE OF SAID TRACT OF LAND) N61°25'30"E, A DISTANCE OF
1,603.56 FEET;
THENCE LEAVING SAID LINE S23°42'00"E, A DISTANCE OF 50.13 FEET;
THENCE S61°25'30"W, A DISTANCE OF 1,561.30 FEET;
THENCE 12.39' ALONG A 65.33 FOOT RADIUS CURVE TO THE LEFT (HAVING A
CHORD BEARING OF S42°44'40"W, A DISTANCE OF 12.37 FEET);
THENCE S29°14'50"E, A DISTANCE OF 4.13 FEET;
THENCE S07°35'00"W, A DISTANCE OF 21.80 FEET;
THENCE S05°19'40"E, A DISTANCE OF 19.51 FEET;
THENCE S18°10'00"E, A DISTANCE OF 105.43 FEET;
THENCE S14°59'30"E, A DISTANCE OF 68.82 FEET;
THENCE S12°09'25"E, A DISTANCE OF 50.30 FEET;
THENCE S21°04'10"E, A DISTANCE OF 54.35 FEET;
THENCE S23°39'45"E, A DISTANCE OF 26.35 FEET;

THENCE S21°41'35"E, A DISTANCE OF 38.92 FEET;
THENCE S19°56'30"E, A DISTANCE OF 266.74 FEET;
THENCE S19°58'00"E, A DISTANCE OF 126.47 FEET;
THENCE S19°42'30"E, A DISTANCE OF 332.03 FEET;
THENCE S13°38'40"E, A DISTANCE OF 479.68 FEET;
THENCE S03°28'20"E, A DISTANCE OF 215.45 FEET;
THENCE S14°51'10"E, A DISTANCE OF 351.79 FEET;
THENCE S03°06'20"E, A DISTANCE OF 77.95 FEET TO THE NORTH RIGHT OF
WAY LINE OF MISSOURI STATE HIGHWAY JJ ("THE MO ROW");
THENCE ALONG SAID NORTH MO ROW LINE S88°30'40"W, A DISTANCE OF
60.02 FEET;
THENCE LEAVING SAID NORTH MO ROW LINE N03°06'20"W, A DISTANCE OF
70.09 FEET;
THENCE N14°51'10"W, A DISTANCE OF 351.60 FEET;
THENCE N03°28'20"W, A DISTANCE OF 216.09 FEET;
THENCE N13°38'40"W, A DISTANCE OF 471.17 FEET;
THENCE N19°42'30"W, A DISTANCE OF 328.72 FEET;
THENCE N19°58'00"W, A DISTANCE OF 126.34 FEET;
THENCE N19°56'30"W, A DISTANCE OF 265.84 FEET;
THENCE N21°41'35"W, A DISTANCE OF 36.97 FEET;
THENCE N23°39'45"W, A DISTANCE OF 26.68 FEET;
THENCE N21°04'10"W, A DISTANCE OF 60.38 FEET;
THENCE N12°09'25"W, A DISTANCE OF 53.49 FEET;
THENCE N14°59'30"W, A DISTANCE OF 65.67 FEET;
THENCE N18°10'00"W, A DISTANCE OF 110.52 FEET;
THENCE N05°19'40"W, A DISTANCE OF 33.04 FEET;
THENCE N07°35'00"E, A DISTANCE OF 8.61 FEET;
THENCE N29°14'50"W, A DISTANCE OF 15.39 FEET;
THENCE 41.56' ALONG A 125.33 FOOT RADIUS CURVE TO THE RIGHT (HAVING
A CHORD BEARING OF N26°55'45"E, A DISTANCE OF 41.37 FEET) TO THE
POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 215,130 SQUARE FEET, INCLUSIVE OF
134,514 SQUARE FEET OF UTILITY EASEMENT.

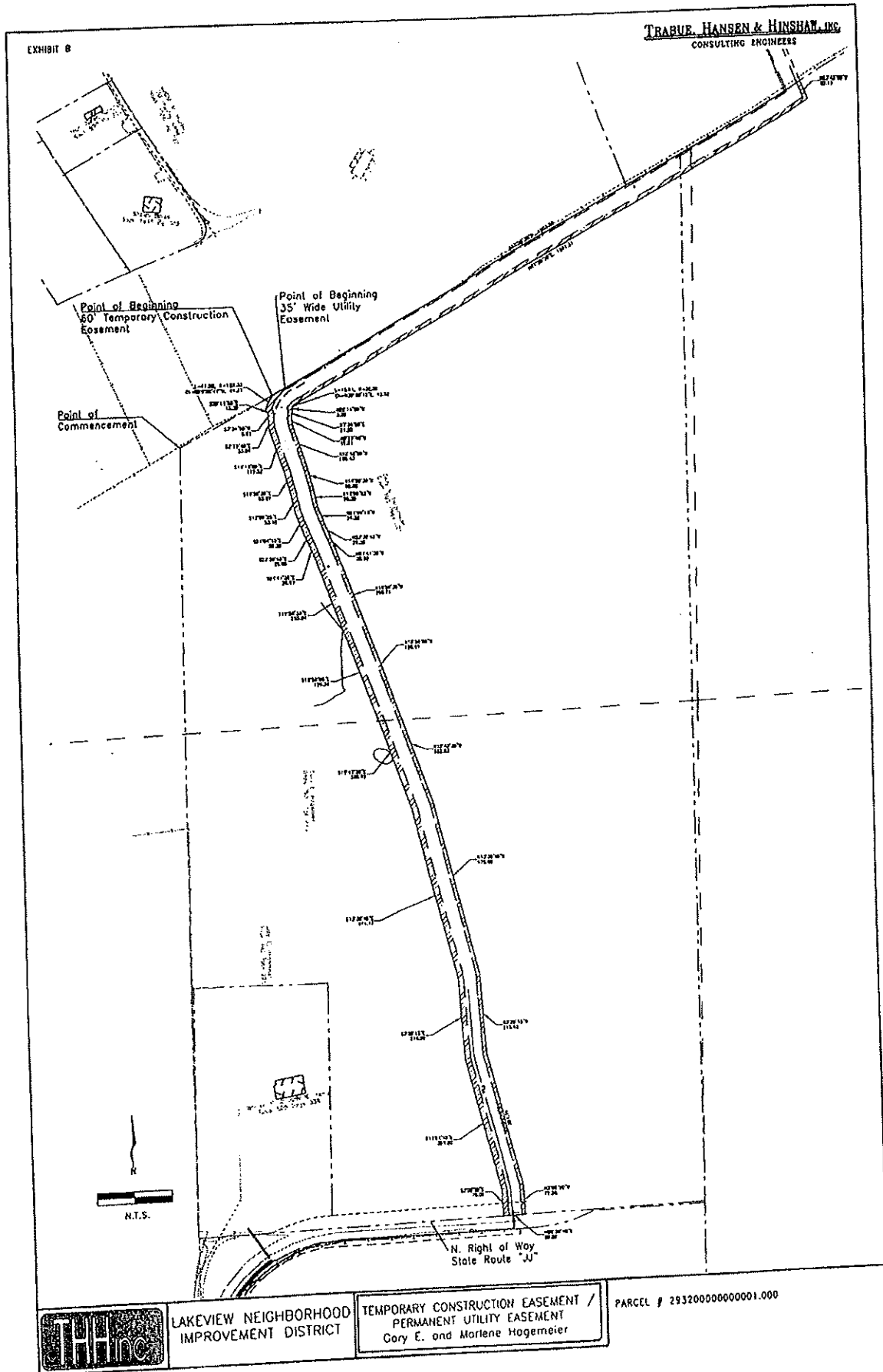
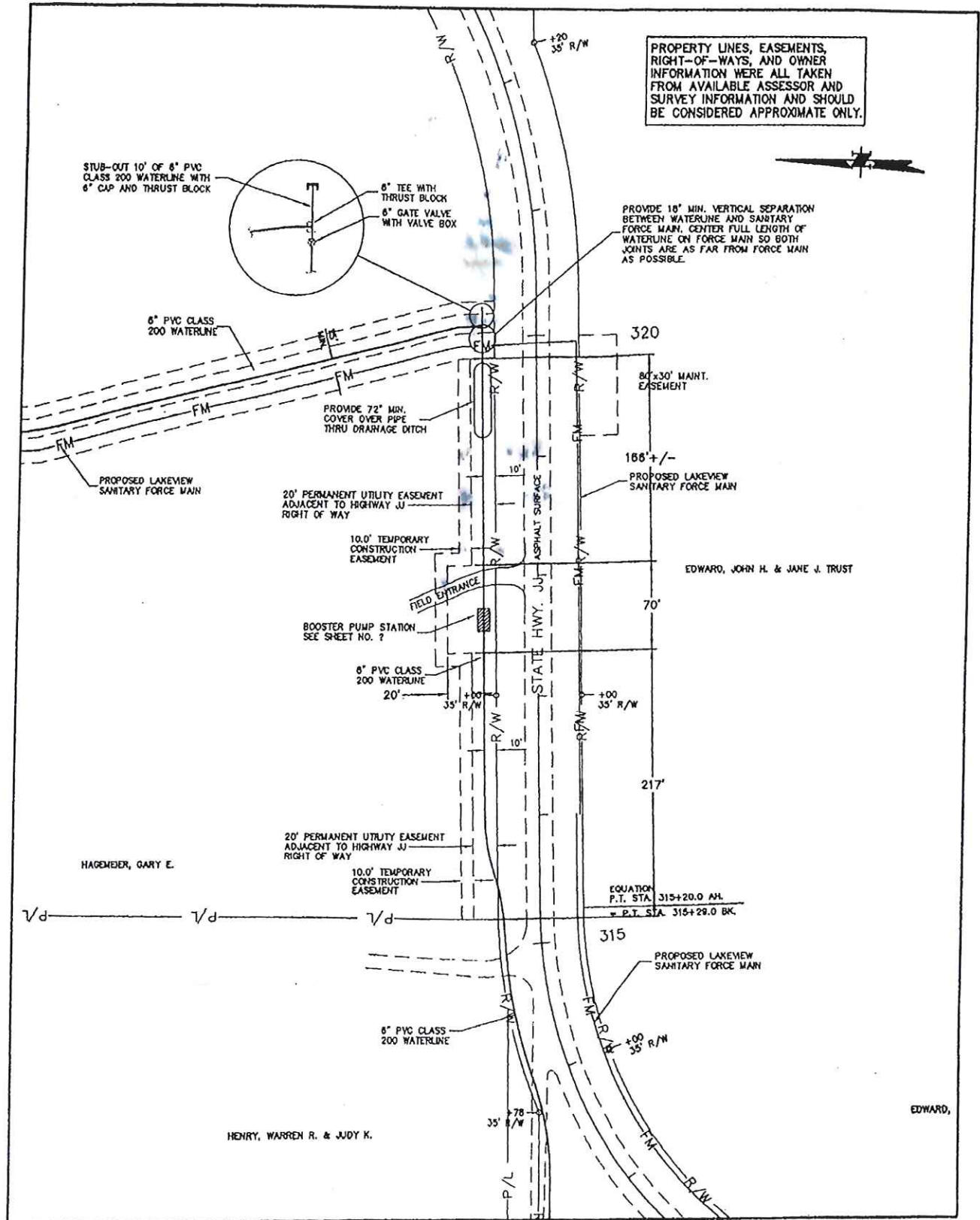


EXHIBIT C:

EASEMENT DESCRIPTION:

A Permanent Utility Easement and a Temporary Construction Easement shall be described as follows to wit: Beginning at a point where the Subject Property's Western property line intersects with the Northerly right-of way line of Missouri State Highway JJ ("the MO ROW"); thence northerly along the Subject Property's Westerly property line 20 feet; thence easterly along a line that is 20 feet North of and parallel to said Northerly MO ROW 217 feet; thence northerly and parallel to the Subject Property's Westerly property line 20 feet; thence easterly along a line that is 40 feet northerly of and parallel to said Northerly MO ROW 70 feet; thence southerly and parallel to the Subject Property's Westerly property line 20 feet; thence Easterly along a line that is 20 feet northerly of and parallel to said Northerly MO ROW 166 feet more or less to the Westerly line of the utility easement previously described in Exhibits A & B; thence southerly along said Westerly line of the utility easement previously described in Exhibits A & B 20 feet to said Northerly MO ROW; thence westerly along said Northerly MO ROW 453 feet more or less to the Point of Beginning, containing 10,460 square feet more or less. Also a 10 foot wide Temporary Construction Easement lying north of and adjacent to the Permanent Utility Easement described in this Exhibit C, all as shown on the attached Exhibit D.



 MECO ENGINEERING COMPANY, INC. ENGINEERS • SURVEYORS 3120 HIGHWAY W HANNIBAL, MISSOURI 63401 (573) 221-4048 MISSOURI ENGINEERING LICENSE NO. 000888		GARY E. HAGEMEIER UTILITY EASEMENT EXHIBIT D				
DESIGNED	DRAWN	RELEASED	SCALE	EXHIBIT NO.	PROJECT NO.	SHEET NO.
-	-	-	1" = 100'	Easmt Exhibit	359-020	1