

## EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_, 2021 by and between the City of Pomona, a municipal corporation (“City”), Walnut Valley Water District (“District”), a California water district, and the Spadra Basin Groundwater Sustainability Agency, a groundwater sustainability agency formed under the Sustainable Groundwater Management Act of 2018 (“Agency”), hereinafter collectively referred to as the “Parties.”

## PURPOSE OF AGREEMENT

The Parties agree that the purpose of this Agreement is to provide a means by which the District may construct and the Agency may install and maintain a groundwater monitoring well (the “Well”) for testing water situated in the Spadra Basin (the “Basin”). The City possesses land in an area where such groundwater monitoring is needed, and where a monitoring well could be installed. The Agency seeks to use the Well, which the District would construct, to provide more comprehensive data on groundwater conditions in the Basin.

### 1. RECITALS

- 1.1. The City overlies the Basin and owns various properties in that area.
- 1.2. The City and the District are the sole members of the Agency and each produce water from the Basin and are interested in ensuring the long-term sustainability of the Basin.
- 1.3. The Agency desires to obtain robust data on groundwater within the Basin, so the Basin can be effectively managed.

**NOW, THEREFORE, the Parties agree as follows:**

### 2. GRANT OF PERMANENT EASEMENT

- 2.1. City hereby grants and conveys to Agency and its successors and assigns, a permanent, non-exclusive and irrevocable easement for installation and maintenance of the Well, and for appurtenant equipment and facilities, and for ingress and egress under, on, along and across the “Easement Area” described and depicted in Exhibit “A” and “B” hereto, which exhibits are, by this reference, incorporated herein and made a part hereof as though fully set forth in detail. City hereby grants and conveys to the District and its contractors and agents a temporary easement over the Easement Area, and any adjacent areas, as necessary for construction of the Well.
- 2.2. City agrees for itself and for its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill, walls, fences, or other structures on the real property described and depicted in Exhibit “A” and “B”. Notwithstanding the foregoing, City retains the right to the use of the Easement Area, except as to any use in derogation of the easement contained herein. The Agency, the District and their respective contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with the Well and any related facilities and shall have free access to the Easement Area and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said real property of City, Agency or the District, as

applicable, shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

- 2.3. No Party shall transfer this Agreement, in whole or in part, or any of its interests hereunder, to any other person or entity, without the prior written consent of the other Party. Any attempt to transfer or assign this Agreement, or any privilege hereunder, without such written consent, shall be void and confer no right on any person or entity that is not a Party to this Agreement.
- 2.4. It is understood that each and every right and privilege hereby granted is free and alienable. Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of Fee Title.

### 3. SPECIAL PROVISIONS

- 3.1. **Ownership of the Monitoring Well:** Because the purpose of this easement is for the operation of a monitoring well, it is understood by both City and Agency that the Agency shall own the Well, possessing all of the legal rights and privileges that accompany ownership of that facility, but the City shall retain fee ownership of the real property where the Well is located.
- 3.2. **Monitoring Well Construction:** The District shall be responsible for the design and construction of the Well and for all costs incurred in that design and construction.
- 3.3. **Maintenance of the Well and of the Easement:** Agency shall use and access the Easement for any activities necessary for operation and maintenance of the Well.
  - 3.3.1. The right to maintain the Well and the Easement includes the right to remove any improvements, trees, shrubs and any other growth thereon, unless herein otherwise provided, and at any time and from time to time to locate, construct, install, alter, inspect, remove, replace and maintain any equipment necessary or convenient to be installed or used by Agency, or its successors, at any time or from time to time in connection with the Well. Any proposed structures or improvements shall not interfere or impede the City's Department of Toxic Substances Control (DTSC) regulated environmental soil, soil vapor, and groundwater cleanup.
  - 3.3.2. Whenever the Agency or the District is working on the Easement Area or the City's adjacent land, whether to install the facilities, systems, and equipment for the Well or to maintain and repair the same, the Agency or District, as applicable, shall maintain the area in good order, and shall remove all its tools, equipment and other debris from the area on completion of the work.
  - 3.3.3. Agency may agree with the City for the City to oversee the operation of the Well and to undertake maintenance of the Well and the Parties may enter into a separate agreement regarding those tasks.

- 3.4. **Compliance with Local Laws and Ordinances:** The Parties agree to comply with any local laws that may govern improvements to city-owned land, construction and operation of a monitoring well, including those laws, ordinances and regulations of the City, Los Angeles County, DTSC, and related state and federal laws.

#### 4. **LIABILITY**

City shall not be liable to Agency, the District or any other person or entity in connection with consents given or withheld, or in connection with any entry upon the Easement Area by any director, officer, employee, agent or contractor of Agency or the District occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Agency, the District or any other person or entity relating to Agency's or District's operations on the Easement Area, except if the claim, liability, damage, or expense is the result of the negligence, gross negligence, or intentional misconduct of City or of City's employees, agents, assigns, leaseholders or other easement holders.

#### 5. **INDEMNIFICATION**

- 5.1. Each Party shall indemnify, defend and hold harmless the other Parties and their respective members, agents, directors, commissioners, officers, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from this Agreement or otherwise, provided that any such claim, damage, loss, or expense:
- 5.1.1. is attributable to personal injury, bodily injury, sickness, disease, or death of person, or to bodily injury or destruction of property; AND
  - 5.1.2. is caused in whole or in part by any act or omission of a Party or anyone directly or indirectly employed by the Party or anyone whose acts that Party may be liable for, excepting only such injury or damage to the extent caused by the active negligence or willful misconduct of another Party.

#### 6. **INSURANCE**

- 6.1. **General Required Coverages:** Agency and the District shall each procure, pay for, and keep in full force and effect at all times during the term of this Agreement insurance policies from company(ies) acceptable to City. The Agency and the District will each procure policies of the amount and types set forth below (but in no event with levels below those required by any applicable law, ordinance or regulation):
- 6.1.1. Limits of Liability Coverage – General Liability, \$1,000,000 Each Occurrence, \$3,000,000 Aggregate; Workers' Compensation, \$1,000,000; Automobile Liability – Any Auto Used, Bodily Injury / Property Damage – \$1,000,000 Combined Single Limit.
  - 6.1.2. The Agency and District shall each insert a provision substantially similar to the requirements of this paragraph in any contract covering any work done pursuant to this Agreement and shall require the contractor to take

out and maintain such insurance (including naming the City, and its directors, officers, volunteers, agents and employees as additional insureds) and to file proof of compliance as stated above.

- 6.1.3. **Specific Policy Requirements:** Each policy of insurance required to be carried pursuant to this Agreement: (1) shall, except with respect to Worker's Compensation Insurance, name City as an additional insured; (2) shall be in a form reasonably satisfactory to City; (3) shall be carried with companies reasonably acceptable to City; (4) shall provide that such policy shall not be subject to cancellation, lapse or change except after at least thirty (30) days prior written notice to City; and (5) shall be on an "occurrence" basis and not on a "claims-made" basis.
- 6.1.4. **Deductibles/Self-Insurance:** The insurance required by this Section may contain deductibles or be self-insured. The Agency and the District, as applicable, shall be solely responsible for deductibles and/or self-insured retention for general required coverages specified in Section 6.1 and City, at its option, may require Agency or District to secure the payment of such deductibles or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retention in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of City.

## 7. DEFAULTS AND REMEDIES

- 7.1. **Dispute Resolution:** If any dispute arises between or among the Parties regarding interpretation or implementation of this Agreement, the Parties shall meet and confer within thirty (30) days of written notice from a Party regarding the dispute in an attempt to resolve the dispute by using the services of a mutually acceptable consultant. The fees and expenses of the consultant shall be shared equally among the Parties. If a consultant cannot be agreed upon, if the consultant's recommendations are not acceptable to all Parties, or if the Parties are unable to resolve such dispute through that meet and confer process, then the Parties may agree, within twenty-one (21) days after conclusion of that process, to either mediate the dispute or submit the dispute to binding arbitration in accordance with the rules and procedures of JAMS, including those applicable to the selection of an arbitrator. If any Party does not, within that twenty-one (21) day period, agree to mediation or binding arbitration, then either Party may file a lawsuit in Los Angeles Superior Court regarding that dispute.

### 7.2. Termination

- 7.2.1 Subject to Section 7.2.2, below, upon a breach of any provision of this Agreement by a Party (the "Breaching Party"), another Party (the "Non-Breaching Party") may terminate this Agreement by written notice to the Breaching Party where the Breaching Party does not cure that breach within twenty-one (21) days from the date of that notice, or if the breach is not curable within that twenty-one (21) day period, where the Breaching Party fails to promptly commence and diligently pursue the cure of that breach during that twenty-one (21) day period.

7.2.2 The Agency or the District, as to that Party, may terminate this Agreement upon ninety (90) days prior written notice to the City.

- 7.3. **Remedies Are Cumulative:** The rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same breach or any other breach by the other Party.

## 8. FORCE MAJEURE EVENTS

- 8.1 **Excuse to Performance:** In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, accident, casualty, labor disturbances, unavailability or delays in delivery of any product, labor, fuel, service or materials, failure or breakdown of equipment, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than City, District or Agency), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, arrests, civil disturbances, explosions, freight embargoes, lack of transportation, breakage or accidents to vehicles, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events."
- 8.2. **Responding to Force Majeure Events:** The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their best efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

## 9. MISCELLANEOUS

- 9.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the matters provided for herein and, except as herein provided, supersedes all prior and/or contemporaneous agreements and understanding, whether written or oral, between the Parties relating to the matters provided for herein.
- 9.2. **Interpretation:** The Parties have participated in the drafting of this Agreement and the Agreement shall not be construed for or against any Party. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto and Section 1654 of the Civil Code has no application to interpretation of this Agreement.

- 9.3. **Further Assurances:** Each Party, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this instrument.
- 9.4. **Counterparts; Electronic Signature:** This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and by each party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such an amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. In proving this Agreement or any such amendment, supplement, document or instrument, it shall not be necessary to produce or account for more than one counterpart thereof signed by the Party against whom enforcement is sought. This Agreement may be executed by the parties by signatures transmitted by facsimile or electronic transmission and any such facsimile or electronic signature shall be deemed to be as valid as an original “wet” signature.
- 9.5. **Venue:** Any legal actions initiated pursuant to this Agreement or otherwise with respect to its subject matter must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.
- 9.6. **Governing Law; Attorneys’ Fees and Costs:** The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The non-prevailing party in any claim, suit or other action, including use of the dispute resolution as provided for in Section 7.1, shall pay to the prevailing party the costs of such prevailing party’s reasonable attorney’s fees and expenses and all other costs and expenses incurred by the prevailing party in such action.

## 10. NOTICES

All notices and demands of any kind made hereunder shall be mailed first class, sent by overnight delivery by a nationally recognized overnight courier, or personally delivered to:

If to City:	Water Resources Director City of Pomona 148 N. Huntington Street Pomona, CA 91768	If to District:	Walnut Valley Water District Attn: General Manager 271 South Brea Canyon Road Walnut, CA 91789
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If to Agency: Spadra Basin Groundwater Sustainability Agency  
c/o Walnut Valley Water District  
271 South Brea Canyon Road  
Walnut, CA 91789

If the notice or demand is sent by first class mail, it shall be deemed given on the third day after the notice or demand was placed in the mail; provided that if that third day falls on a

Saturday, Sunday or California state holiday, the notice or demand shall be deemed given on the first business day thereafter. A notice or demand sent by overnight delivery or by personal delivery is deemed to have been given on the date of delivery.

EXECUTED on \_\_\_\_\_, 2021, at Los Angeles County, State of California.

**CITY OF POMONA**

By \_\_\_\_\_  
Its \_\_\_\_\_

**Attest:**

By \_\_\_\_\_  
Its \_\_\_\_\_

**WALNUT VALLEY WATER DISTRICT**

By \_\_\_\_\_  
**Erik Hitchman, General Manager**

**SPADRA BASIN GROUNDWATER  
SUSTAINABILITY AGENCY**

By \_\_\_\_\_  
**Brian Teuber, Administrative Officer**

**EXHIBIT "A"**

**PAGE 1 OF 2.**

**LEGAL DESCRIPTION FOR A GRANT OF PERMANENT EASEMENTS FOR A  
MONITORING WELL AND FOR THE CONSTRUCTION AND FUTURE MAINTENANCE AND  
MONITORING OF SAID WELL. (AFFECTS APN: 8348-011-900)**

IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING PERMANENT EASEMENTS FOR A GROUND WATER MONITORING WELL AND SUPPORTING APPURTENANCES, AND FOR THE CONSTRUCTION, AND FUTURE MAINTENANCE AND MONITORING OF SAID WELL AND APPURTENANCES, OVER AND UNDER THAT CERTAIN REAL PROPERTY BEING PORTIONS OF LOTS 6, 7, AND 8, OF NEWMAN'S SUBDIVISION OF THE SOUTHEAST QUARTER OF BLOCK 220 OF THE POMONA TRACT, AS PER MAP RECORDED AND FILED IN BOOK 25, PAGE 42, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE RECORDER FOR SAID COUNTY, ALSO BEING A PORTION OF SAID REAL PROPERTY DESCRIBED IN THE QUITCLAIM DEED TO THE CITY OF POMONA IN DEED RECORDED NOVEMBER 15, 2011, AS INSTRUMENT NO. 2011-1546211, ALSO IN THE OFFICIAL RECORDS OF THE RECORDER OF SAID COUNTY, SAID EASEMENTS MORE PARTICULARLY DESCRIBED AS EASEMENT PARCEL 1 AND EASEMENT PARCEL 2, AS FOLLOWS:

**EASEMENT PARCEL 1 (PERMANENT EASEMENT FOR A GROUND WATER MONITORING WELL AND SUPPORTING APPURTENANCES.)**

BEING A PERMANENT EASEMENT FOR A GROUND WATER MONITORING WELL AND SUPPORTING APPURTENANCES FOR SAID WELL, TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER SAID REAL PROPERTY TO ACCESS SAID EASEMENT FOR AUTHORIZED PARTIES OR INDIVIDUALS ENGAGED IN MONITORING AND MAINTAINING SAID WELL AND APPURTENANCES, SAID EASEMENT BEING OVER AND UNDER SAID REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT 6, OF SAID NEWMAN'S SUBDIVISION, THENCE NORTH 88° 26' 16" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY OF COMMERCIAL STREET, FORMERLY LARKIN STREET, 60 FEET WIDE, A DISTANCE OF 47.32 FEET; THENCE SOUTH 1° 30' 20" EAST, PARALLEL TO THE CENTERLINE OF HAMILTON BOULEVARD, 100 FEET WIDE, A DISTANCE OF 33.00 FEET; THENCE NORTH 88° 26' 16" EAST, 60.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 1° 30' 20" EAST, 20.00 FEET; THENCE SOUTH 88° 26' 16" WEST, 20.00 FEET; THENCE NORTH 1° 30' 20" WEST, 20.00 FEET: THENCE NORTH 88° 26' 16" EAST, 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA OF SAID EASEMENT PARCEL 1 = 400.0 SQUARE FEET OR 0.009 ACRES MORE OF LESS.

**(CONTINUED ON PAGE 2.)**

**EXHIBIT "A"**



**EXHIBIT "A"**

**PAGE 2 OF 2.**

**EASEMENT PARCEL 2 (PERMANENT EASEMENT FOR THE CONSTRUCTION OF, AND THE FUTURE MAINTENANCE AND MONITORING OF A GROUND WATER MONITORING WELL AND SUPPORTING APPURTENANCES.)**

BEING A PERMANENT EASEMENT FOR THE CONSTRUCTION OF, AND THE FUTURE MAINTENANCE AND MONITORING OF SAID MONITORING WELL AND APPURTENANCES, TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR CONSTRUCTION EQUIPMENT, DRILL RIGGING, AND FOR AUTHORIZED PARTIES OR INDIVIDUALS ENGAGED IN THE CONSTRUCTION, MAINTENANCE, AND MONITORING OF SAID WELL AND APPURTENANCES, OVER THE DESCRIBED REAL PROPERTY TO ACCESS SAID EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT 6, OF SAID NEWMANS SUBDIVISION, THENCE NORTH 88° 26' 16" EAST, ALONG THE SOUTHERLY LINE OF SAID COMMERCIAL STREET, FORMERLY LARKIN STREET, 60 FEET WIDE, A DISTANCE OF 47.32 FEET; THENCE SOUTH 1° 30' 20" EAST, PARALLEL TO THE CENTERLINE OF HAMILTON BOULEVARD, 100 FEET WIDE, A DISTANCE OF 33.00 FEET TO THE **TRUE POINT OF BEGINNING**: THENCE SOUTH 1° 30' 20" EAST, 27.94 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 94.25 FEET TO THE TERMINUS OF SAID CURVE; THENCE NORTH 1° 30' 20" WEST, 68.00 FEET; THENCE SOUTH 88° 26' 16" WEST, 20.00 FEET; THENCE NORTH 1° 30' 20" WEST, 20.00 FEET; THENCE SOUTH 88° 26' 16" WEST, 40.00 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA OF SAID EASEMENT PARCEL 2 = 4105.6 SQUARE FEET, OR 0.094 ACRES, MORE OF LESS.

BOTH **PARCELS 1 AND 2 OF SAID EASEMENTS** DESCRIBED HEREIN, ARE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

ATTACHED HERETO IS A PLAT OF SAID **EASEMENT PARCELS 1 AND 2**, AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

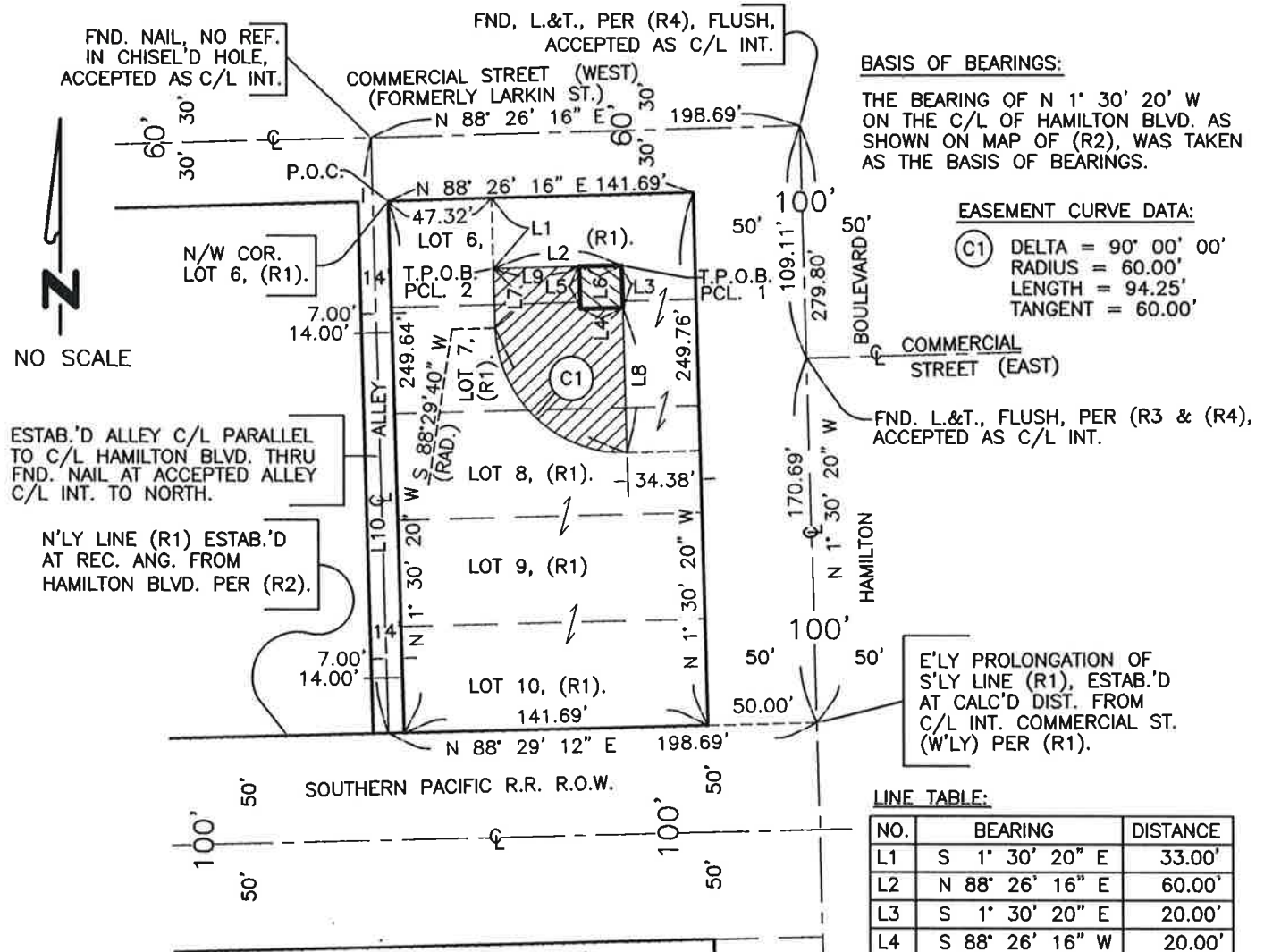
  
CIVILTEC ENGINEERING, INC.  
EUGENE C. DUNCAN, LS 7745

DATE: Aug. 30, 2021



# EXHIBIT "B"

GRANT OF PERMANENT EASEMENTS FOR A MONITORING WELL, SUPPORTING APPURTENANCES, AND CONSTRUCTION, AND FUTURE MAINTENANCE OF SAID WELL.



## BASIS OF BEARINGS:

THE BEARING OF N 1° 30' 20" W ON THE C/L OF HAMILTON BLVD. AS SHOWN ON MAP OF (R2), WAS TAKEN AS THE BASIS OF BEARINGS.

## EASEMENT CURVE DATA:

(C1) DELTA = 90° 00' 00"  
RADIUS = 60.00'  
LENGTH = 94.25'  
TANGENT = 60.00'

FND. L&T., FLUSH, PER (R3 & (R4), ACCEPTED AS C/L INT.

E'LY PROLONGATION OF S'LY LINE (R1), ESTAB'D AT CALC'D DIST. FROM C/L INT. COMMERCIAL ST. (W'LY) PER (R1).

## LINE TABLE:

NO.	BEARING	DISTANCE
L1	S 1° 30' 20" E	33.00'
L2	N 88° 26' 16" E	60.00'
L3	S 1° 30' 20" E	20.00'
L4	S 88° 26' 16" W	20.00'
L5	N 1° 30' 20" W	20.00'
L6	N 88° 26' 16" E	20.00'
L7	S 1° 30' 20" E	27.94'
L8	N 1° 30' 20" W	68.00'
L9	S 88° 26' 16" W	40.00'
L10	N 1° 30' 20" W	279.63'

## REFERENCES:

- (R1) = NEWMAN'S SUBDIVISION, M.R. 25/42.
- (R2) = TR. NO. 39125, M.B. 1024/94-96.
- (R3) = R.S. 85-83.
- (R4) = R.S. 320/41-42.

## LEGEND:

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING  
CL = CENTERLINE

PCL. 1 = EASEMENT PARCEL 1  
PCL. 2 = EASEMENT PARCEL 2  
L&T. = LEAD AND TACK  
INT. = INTERSECTION

W'LY = WESTERLY  
S'LY = SOUTHERLY  
N'LY = NORTHERLY



= HATCHED AREA WITH DARK BORDER DENOTES PARCEL 1 (MONITORING WELL EASEMENT.)



= HATCHED AREA DENOTES PARCEL 2 (CONSTRUCTION AND FUTURE MAINTENANCE AND MONITORING EASEMENT.)

STREET CENTERLINE — CL —

R.O.W. ————

INTERIOR LOT LINE ————

DIMENSION TIE LINE - - - - -

PREPARED BY:

*Eugene C. Duncan*  
CIVIL/EC ENGINEERING, INC.  
EUGENE C. DUNCAN, LS 7745

DATE: AUG. 30, 2021

