

DECLARATION OF SIDE YARD EASEMENT

THIS DECLARATION OF SIDE YARD EASEMENT ("Declaration") is made and entered into by CENTURY AT LITTLETON VILLGE, LLC, a Colorado limited liability company ("Homebuilder") for the benefit of the owner of the Benefitted Lot (as hereinafter defined), its heirs, personal representatives, successors and assigns (collectively, "Benefitted Owner").

RECITALS

WHEREAS, Homebuilder is the owner of the real property situated in the City of Littleton, County of Arapahoe, State of Colorado, which is described on Exhibit A attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Homebuilder desires to grant to the Benefitted Owner an easement for use of the Side Yard Easement (as hereinafter defined) which is located on the Property; and

WHEREAS, this Declaration does not create a common interest community as defined in the Colorado Common Interest Ownership Act (§38-33.3-101, et seq., C.R.S., 1973, as amended).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises, the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Homebuilder hereby sells, grants, conveys and transfers to the Benefitted Owner, an exclusive, perpetual easement on, over and across the Side Yard Easement, subject to the limitations and other provisions contained in this Declaration which shall be binding upon and inure to the benefit of Homebuilder, the Benefitted Owner, the Burdened Owner (hereinafter defined), and their respective heirs, personal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

Section 1.1. *Benefitted Lot.*

"Benefitted Lot" shall mean each Lot which benefits from the Side Yard Easement. The Benefitted Lots are listed on Exhibit A attached hereto and incorporated herein by this reference, which may be modified, amended or supplemented as further provided in Section 2.1 hereof.

Section 1.2. *Benefitted Owner.*

"Benefitted Owner" shall mean an Owner, and its heirs, personal representatives, successors and assigns, whose Lot is a Benefitted Lot.

Section 1.3. *Burdened Lot.*

"Burdened Lot" shall mean each Lot burdened by a Side Yard Easement. The Burdened Lots are listed on the attached Exhibit A, which may be modified, amended or supplemented as further provided in Section 2.1 hereof.

**Accommodation Recording Only
With Out Liability**

Section 1.4. Burdened Owner.

"Burdened Owner" shall mean an Owner, and its heirs, personal representatives, successors and assigns, whose Lot is a Burdened Lot.

Section 1.5. Improvements.

"Improvements" shall mean all structures now or hereafter located on a Lot, exterior improvements to any such structures, and any other exterior improvements made to a Lot and/or within Side Yard Easement, and any appurtenances thereto or components thereof of every type or kind, including all landscaping features.

Section 1.6. Lot.

"Lot" shall mean each platted lot that is now or hereafter included in the Property, as the same may be subdivided or replatted from time to time (and "Lot" shall include all lots created as a result of such subdivision or replating), as supplemented and amended from time to time.

Section 1.7. Owner.

"Owner" shall mean each fee simple title holder of a Lot, including without limitation, Homebuilder or other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. There may be more than one Owner of a Lot.

Section 1.8. Permittees.

"Permittees" shall mean and refer to any family members, tenants, subtenants, licensees, occupants, invitees, guests or visitors of an Owner.

Section 1.9. Person.

"Person" shall mean a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any other entity recognized under the laws of the State of Colorado or any combination thereof.

Section 1.10. Property.

"Property" shall mean the real estate and Improvements thereon described on the attached Exhibit A, as supplemented and amended from time to time. thereof.

Section 1.11. Security Interest Holder.

"Security Interest Holder" shall mean any Person named as mortgagee or beneficiary, or in a similar capacity, under any mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, pledge of ownership interest in a homeowners' association, and any other consensual lien or title retention contract intended as security for an obligation recorded against title to any portion of the Property.

Section 1.12. Side Yard Easement.

"Side Yard Easement" shall mean the easement described in Article 2 hereof.

ARTICLE 2. SIDE YARD EASEMENTS ON LOTS

Section 2.1. *Reservation of Side Yard Easements.*

Homebuilder hereby reserves on, over and across the Burdened Lots for the benefit of the Owners of the Benefitted Lots, a perpetual, exclusive easement over, on and across that portion of the side yard of the Burdened Lot which is adjacent to the Benefitted Lot as provided on the attached Exhibit A and depicted on the diagram attached as Exhibit B ("Side Yard Use Easement"). The Side Yard Easement lies in the location shown on Exhibit B and generally in the area between the lot line of the Benefitted Lot and the nearest exterior side wall of the dwelling unit on the Burdened Lot. The Side Yard Easement that is located on the Burdened Lot and shown on Exhibit B is labeled with an identifying letter and this identifying letter is listed on Exhibit A as a cross-reference. The Side Yard Easement provided in this Declaration shall become effective upon the conveyance of either the Benefitted Lot or the Burdened Lot of the Side Yard Easement to the first Owner thereof other than Homebuilder. Any eaves, soffits, fascia boards, window wells, downspouts or other such protrusions which are a part of the original construction of the Improvements on the Burdened Lot and which extend beyond the exterior walls of such Improvements into a Side Yard Easement are hereby deemed permitted encroachments into the Side Yard Easement. Further, any utility lines or appurtenances which serve the Improvements located on the Burdened Lot or one or more other Lots are hereby deemed permitted encroachments into the Side Yard Easement. Each Lot in the Property may or may not be burdened with or benefit from a Side Yard Easement. A listing of the Benefitted Lots and the adjacent Burdened Lots is provided on the attached Exhibit A. Notwithstanding the foregoing, as to any Lots owned by Homebuilder at any time, and from time to time, Homebuilder may add, remove, or otherwise change the Side Yard Easement or the designation of the Benefitted Lots or the Burdened Lots, including, without limitation, those listed on the attached Exhibit A, and/or may supplement the attached Exhibit A and Exhibit B.

Section 2.2. *Intent and Purpose of Side Yard Easements.*

By creation of the Side Yard Easements, Homebuilder intends to expand the side yard area available for the use, enjoyment, improvement and maintenance by the Owners of the Benefitted Lots. Specifically, the side yard area of a Benefitted Lot will be expanded to include the Side Yard Easement located on the adjacent Burdened Lot. Except as otherwise provided herein, Side Yard Easements will be available for the general use, enjoyment, improvement and maintenance of the Benefitted Owner as though the Benefitted Owner owned such Side Yard Easements, to the exclusion of the Burdened Owners. Except as otherwise provided herein, the permitted uses of Side Yard Easements include those uses permitted by applicable zoning and the installation and construction of fencing, landscaping and irrigation improvements that do not alter or impede drainage, except that buildings and other structures are prohibited. Further, notwithstanding the foregoing, a Side Yard Easement shall not be used in any manner, at any time, to (i) unreasonably disturb the Burdened Owner or such Burdened Owner's Permittees, (ii) damage or adversely affect the Burdened Owner's Improvements, or (iii) for purposes of the installation of any Improvement which is or shall be attached to any Improvement located on the Burdened Lot.

Section 2.3. *Common Lot Line Fencing.*

As a result of the Side Yard Easements provided for in this Declaration, the installation of any fencing along the common lot line between a Benefitted Lot and a Burdened Lot within the Side Yard Easement Area is not permitted.

Section 2.4. *Right of Entry/Restriction.*

A Burdened Owner shall have the right at all reasonable times to enter upon the Side Yard Easement, including the right to reasonably cross over the Benefitted Lot adjacent to the Side Yard Easement, for the purpose of performing work related to maintenance of the Improvements located on the Burdened Lot and for fencing located on the Burdened Lot adjacent to the Side Yard Easement.

Section 2.5. *Right of Drainage.*

A Burdened Lot shall have the right of drainage on, over and across the Side Yard Easement for normal precipitation upon and irrigation of the Burdened Lot, as long as such drainage occurs in accordance with the approved drainage plans for the Property. A Benefitted Owner shall not do, or permit to be done, any act which interferes with such drainage, including, but not limited to, the installation of any Improvements which would interfere with such drainage.

Section 2.6. *Right of Support.*

A Burdened Lot shall have the right of lateral and subjacent support for any structural Improvements now or hereafter constructed upon the Burdened Lot, and no use of the Side Yard Easement shall adversely affect such right of support.

Section 2.7. *Indemnity of Benefitted Owner.*

The Burdened Owner shall indemnify and hold the Benefitted Owner harmless for, from and against damage to any landscaping, irrigation or other Improvements now or hereafter constructed or located on the Side Yard Easement, to the extent the damages are caused by the Burdened Owner or any of Burdened Owner's Permittees.

Section 2.8. *Indemnity of Burdened Owner.*

The Benefitted Owner shall indemnify and hold the Burdened Owner harmless for, from and against damage to any Improvements now or hereafter constructed, located or erected on or immediately adjacent to the Side Yard Easement, and from any personal injury (including death), to the extent that any such damage or injury is caused by use of the Side Yard Easement by the Benefitted Owner or by the Benefitted Owner's Permittees. Each Benefitted Owner shall obtain and maintain, at such Benefitted Owner's sole cost and expense, comprehensive general liability insurance, including coverage for bodily injury, property damage and personal injury with a combined single limit of not less than \$100,000.00, which coverage includes claims arising from, or related to, the use of the Side Yard Easement by the Benefitted Owner or the Benefitted Owner's Permittees.

Further, nothing in this Declaration shall authorize any Benefitted Owner, or any Person or entity acting through, with or on behalf of such Benefitted Owner to subject any portion of the adjacent Burdened Lot to mechanic's liens. Accordingly, no Benefitted Owner shall permit or suffer a mechanic's lien on the Burdened Lot and, to the extent so permitted or suffered, such Benefitted Owner shall cause to be removed and released, any mechanic's, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the planning, design, inspection, construction, alteration, repair or surveying of the Benefitted Lot and any Side Yard Easement appurtenant thereto. The Burdened Owner whose ownership interest is affected by any such lien may, upon ten (10) days prior written notice to the Benefitted Owner causing such lien, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which the Burdened Owner deems reasonably necessary to defend from and against all claims or liability arising by, through or under the Benefitted Owner as set forth herein. Any

such actions shall be at the sole cost and expense, including reasonable attorneys' fees, of the Benefitted Owner causing such lien. Each Burdened Owner may, but shall not be required to, post or serve a notice that the ownership interest of such Burdened Owner shall not be subject to mechanics' liens pursuant to the provisions of C.R.S. Section 38-22-105 due to any work performed upon the Side Yard Easement located upon the Burdened Lot, and to take such other actions as such Burdened Owner deems necessary to comply with the provisions of said statute.

Section 2.9. Maintenance, Repair and Relocation of Side Yard Easement and Backyard Fencing.

Each Benefitted Owner shall be responsible for the maintenance, repair and replacement of any Improvements now or hereafter constructed or installed on or within the Side Yard Easement, to the same extent as if the Side Yard Easement were a portion of the Benefitted Lot and owned by the Benefitted Owner. The foregoing shall include, but not be limited to, normal maintenance, repair and replacement of fencing.

ARTICLE 3. DISPUTE RESOLUTION

Section 3.1. General.

In the event of any dispute arising concerning a Side Yard Easement under the provisions of this Declaration, except for any claim which would be deemed barred due to the applicable statute of limitations ("Claims"), the parties shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiating proceedings before any administrative tribunal.

Section 3.2. Procedures for Claims.

All Claims shall be resolved using the following procedures:

3.2.1 **Notice.** The Person having a Claim ("Claimant") shall notify the Person against whom such Claim is asserted ("Respondent") in writing of the Claim ("Notice"), stating: (i) the nature of the Claim, including the date, time, location, Persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e. the provisions of this Declaration or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

3.2.2 **Negotiation.** The parties to the Claim shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiation.

3.2.3 **Mediation.**

(i) If the parties do not resolve the Claim through negotiation within twenty (20) days of the date of the Notice (or within such other period as may be agreed upon by the parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation by an independent mediation service agreed upon by the parties.

(ii) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim.

(iii) If the parties do not settle the Claim within forty-five (45) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse, and the date that mediation was terminated.

(iv) Within ten (10) days of the Termination of Mediation, the parties shall again attempt to resolve the matter informally through negotiation.

3.2.4 Arbitration.

(i) If the parties do not resolve the Claim through negotiation, as provided for above, within twenty (20) days of the Termination of Mediation, the Claimant shall then have fifteen (15) additional days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim. However, nothing herein shall release or discharge Respondent from any liability to anyone not a party to the proceedings.

(ii) This Article is an agreement to arbitrate all Claims and is specifically enforceable under the applicable arbitration laws of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

Section 3.3. Costs.

If a Claim is resolved through negotiation or mediation as provided above, each party shall bear all of its own costs incurred in resolving the Claim, including its attorney's fees and mediation expenses, unless the parties otherwise agree. If a Claim is not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing party all of its costs, including reasonable attorney's fees, costs for other representatives in resolving such Claim, and any expenses incurred as a result of the dispute resolution procedures of this Article.

Section 3.4. Failure to Comply with Settlement.

If the parties resolve any Claim through negotiation, mediation, or arbitration as set forth above, and one party thereafter fails to abide by the terms of such agreement or award, then the other party may file suit or initiate administrative proceedings to enforce such agreement or award without the need to comply with the provisions of this Article. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement or award, including without limitation, reasonable attorney's fees and costs.

ARTICLE 4. GENERAL PROVISIONS

Section 4.1. Withdrawal.

Homebuilder reserves the right to withdraw the Property, or any portion thereof, at any time(s) from this Declaration so long as Homebuilder owns the portion of the Property to be withdrawn. By each such

withdrawal, if any, Homebuilder shall be deemed to have amended the term "Property" as defined in this Declaration to exclude such withdrawn property. The right to withdraw any portion(s) of the Property includes, without limitation, the right to withdraw one or more Lots, or other portion(s) of the Property, at different times and from time to time. Each withdrawal, if any, may be effected by Homebuilder recording a withdrawal document in the office of the Clerk and County Recorder of the county in which the withdrawn property is located. A withdrawal as contained in this Section constitutes a divestiture, withdrawal, and de-annexation of the withdrawn property from this Declaration so that, from and after the date of recording of such withdrawal document, the property so withdrawn shall not be party of the Property for purposes of this Declaration. Any such withdrawal may include, without limitation, an amendment, supplement and/or replacement of the attached **Exhibit A** and/or **Exhibit B** to this Declaration as provided in Section 2.1 hereof.

Section 4.2. Severability.

All provisions of this Declaration are severable. Invalidation of any of the provisions of this Declaration, by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 4.3. Duration and Amendment.

Each and every provision of this Declaration shall run with and bind the Property perpetually from the date of recording of this Declaration. Except with respect to the exercise by Homebuilder of its right to withdraw all or a portion of the Property from this Declaration under Section 4.1 above, the provisions of this Declaration may be abrogated, modified, rescinded or amended, in whole or in part, only by a written instrument duly executed by the Owners of the Lots and recorded in the real property records of Arapahoe County, Colorado; provided, however, that as long as Homebuilder owns any portion of the Property, no amendment of this Declaration shall be effective without the prior written approval of Homebuilder; and provided, further, that Homebuilder may amend this Declaration as provided in Section 4.1 above without obtaining the approval of or signatures from any of the other Owners of Lots.

Section 4.4. Estoppel Statement.

Each Owner of a Benefitted Lot or a Burdened Lot subject to a Side Yard Easement shall, within fifteen (15) days after receiving a request from the Owner of the adjoining Lot, deliver a written statement which may be relied upon by the requesting Owner, or any transferee or mortgagee of the requesting Owner, setting forth whether the requesting Owner has fully complied with the provisions hereof, and if not, setting forth in reasonable detail the nature of any violations. Failure to deliver such statement within the said fifteen (15) day period shall be conclusive evidence against the receiving Owner that the requesting Owner has fully complied with its obligations hereunder, insofar as such obligations affect the receiving Owner, as of the date the request was made.

Section 4.5. Headings.

The article and section headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions hereof.

Section 4.6. Gender.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 4.7. *No Merger.*

As long as Homebuilder is an Owner of any of the portion of the Property, this Declaration shall not be subject to the doctrine of merger.

Section 4.8. *Governing Law.*

This Declaration shall be governed and construed in accordance with the laws of the State of Colorado.

Section 4.9. *Run with Land; Binding upon Successors.*

This Side Yard Easement shall be binding upon and inure to the benefit of Homebuilder, the Benefitted Owners, the Burdened Owners, and each of them, and their respective heirs, personal representatives, successors and assigns. This Side Yard Easement shall run with the Property and for each Burdened Lot and its corresponding Benefitted Lot, this is an appurtenant easement and each and every one of the benefits and burdens hereof shall constitute a covenant that runs with the land.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL COPY

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 17th day of July, 2015.

HOMEBUILDER:

CENTURY AT LITTLETON VILLAGE, LLC,
a Colorado limited liability company

UNOFFICIAL COPY
By: [Signature]
Name: T. AMBERLY
Title: SVP

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 17th day of July, 2015, by TODD AMBERLY as SENIOR VICE PRESIDENT of CENTURY AT LITTLETON VILLAGE, LLC, a Colorado limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

UNOFFICIAL COPY
(SEAL) [Signature]
Notary Public
My commission expires: 02/01/2019

SHARLENE KOLLHOFF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20074004725
MY COMMISSION EXPIRES FEBRUARY 01, 2019

UNOFFICIAL COPY

EXHIBIT A
TO
DECLARATION OF SIDE YARD EASEMENT
(Property description and designation of Benefitted Lots and Burdened Lots)

See Attached.

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UNOFFICIAL COPY

EXHIBIT A DECLARATION OF SIDE YARD EASEMENTS

(DIAGRAM SHOWING LOCATION OF SIDE YARD EASEMENTS - BENEFITED LOTS AND BURDENED LOTS)

LITTLETON VILLAGE REPLAT NO. 2
CITY OF LITTLETON, COUNTY OF ARAPAHOE AND STATE OF COLORADO

<u>SIDE YARD EASEMENT</u>	<u>BENEFITED LOT</u>	<u>BURDENED LOT</u>
	LOT 5	LOT 6
	LOT 4	LOT 5
	LOT 3	LOT 4
	LOT 2	LOT 3
	LOT 1	LOT 2
BLOCK 7	BLOCK 7	BLOCK 7
BLOCK 8	LOT 1	LOT 2
	LOT 2	LOT 3
	LOT 3	LOT 4
	LOT 4	LOT 3
BLOCK 8	BLOCK 8	BLOCK 8
BLOCK 9	LOT 4	LOT 3
	LOT 3	LOT 2
	LOT 2	LOT 1
	LOT 2	LOT 1
BLOCK 9	BLOCK 9	BLOCK 9
BLOCK 10	LOT 2	LOT 1
	LOT 3	LOT 2
	LOT 4	LOT 3
	LOT 5	LOT 4
	LOT 6	LOT 5
	LOT 5	LOT 6
BLOCK 10	BLOCK 10	BLOCK 10
BLOCK 11	LOT 4	LOT 5
	LOT 3	LOT 4
	LOT 2	LOT 3
	LOT 1	LOT 2
BLOCK 11	BLOCK 11	BLOCK 11
BLOCK 12	LOT 2	LOT 1
	LOT 3	LOT 2
	LOT 4	LOT 3
	LOT 5	LOT 4
BLOCK 12	BLOCK 12	BLOCK 12
BLOCK 13	LOT 4	LOT 5
	LOT 3	LOT 4
	LOT 2	LOT 3
	LOT 1	LOT 2
BLOCK 13	BLOCK 13	BLOCK 13
BLOCK 14	LOT 2	LOT 1
	LOT 3	LOT 2
	LOT 4	LOT 3
	LOT 5	LOT 4
	LOT 6	LOT 5
BLOCK 14	BLOCK 14	BLOCK 14



150 W. 64TH AVENUE
THORNTON, COLORADO 80260

PH. 303-702-1617
FAX. 303-702-1468
WWW.POWERSURVEYING.COM

DRAWING BY: FMZ/JCB DATE: 12-09-2014
PROJECT NO. 501-14-374(B)

EXHIBIT B
TO
DECLARATION OF SIDE YARD EASEMENT
(Diagram showing location of Side Yard Easements - Benefitted Lots and Burdened Lots)

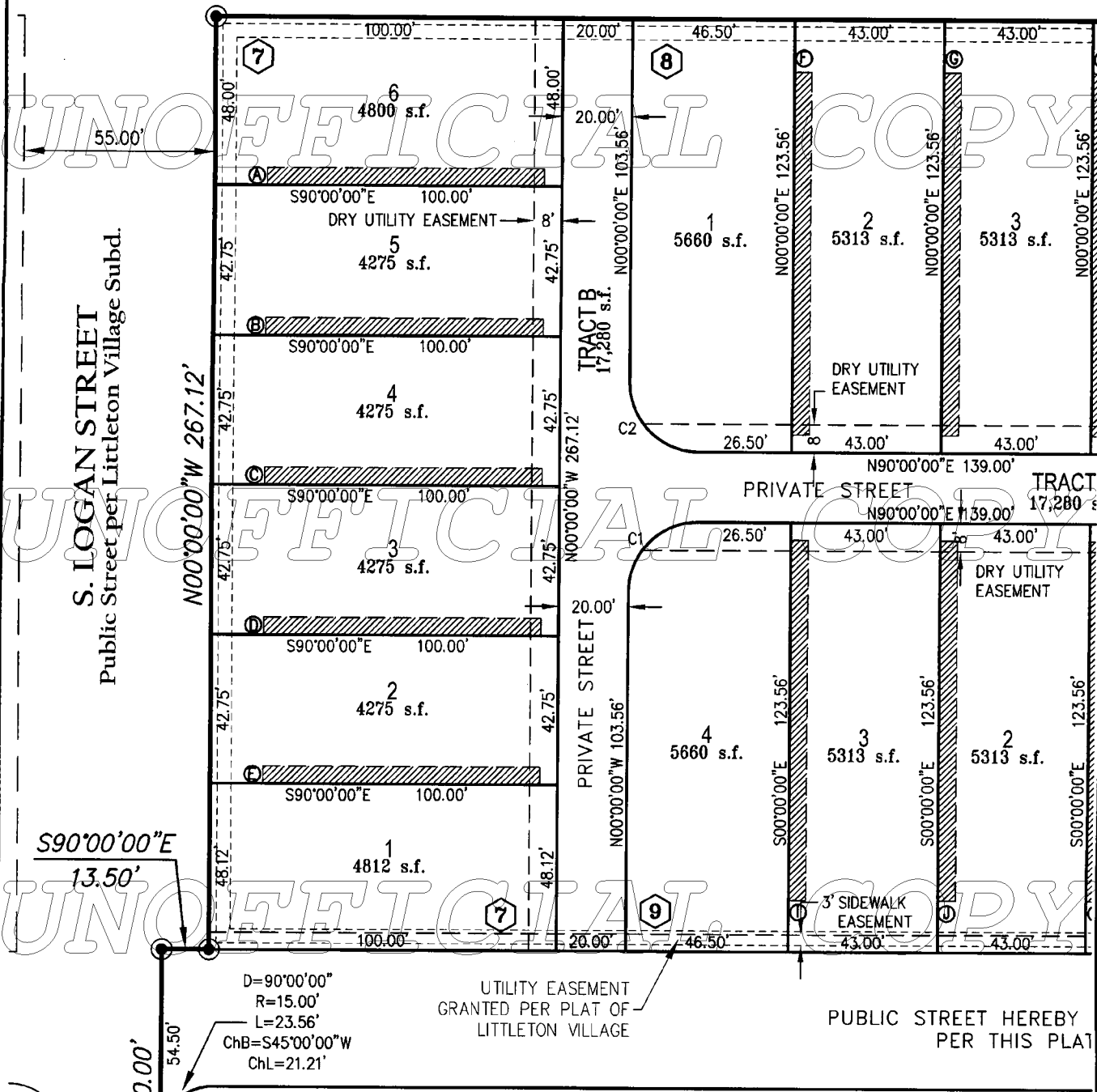
See Attached.

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EXHIBIT B DECLARATION OF SIDE YARD EASEMENTS



S. LOGAN STREET
Public Street per Littleton Village Subd.

TRACT B
17,280 s.f.

PRIVATE STREET

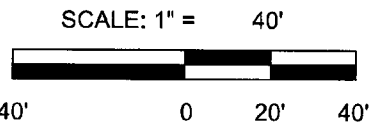
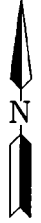
TRACT
17,280 s.f.

S90°00'00"E
13.50'

D=90°00'00"
R=15.00'
L=23.56'
ChB=S45°00'00"W
ChL=21.21'

UTILITY EASEMENT
GRANTED PER PLAT OF
LITTLETON VILLAGE

PUBLIC STREET HEREBY
PER THIS PLAT



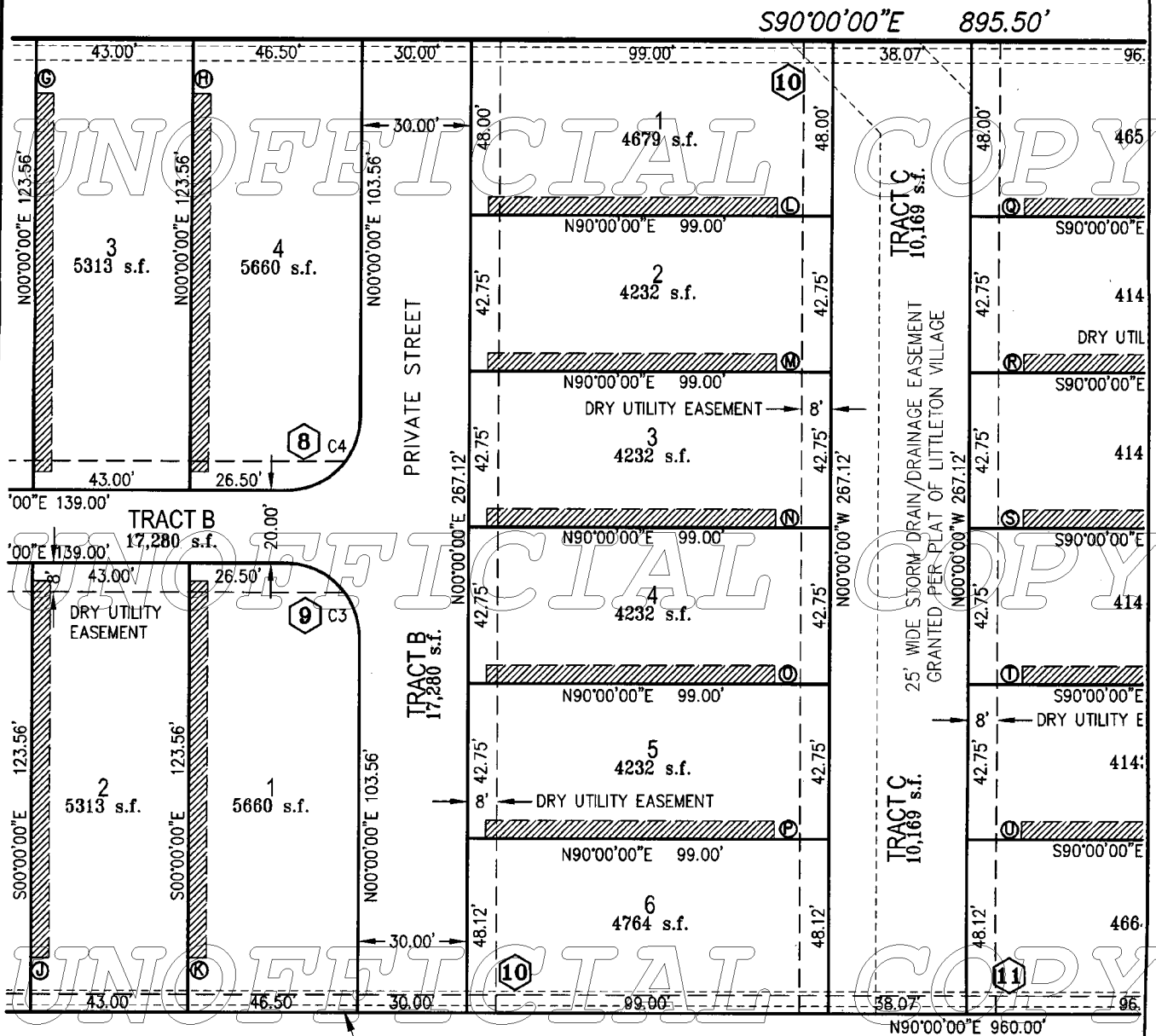


POWERTM
Surveying Company, Inc.
Established 1948

150 W. 84TH AVENUE
THORNTON, COLORADO 80260
PH. 303-702-1617
FAX. 303-702-1488
WWW.POWERSURVEYING.COM

DRAWING BY: FMZ/JCB DATE: 12-09-2014
PROJECT NO. 501-14-374(B)

EXHIBIT B DECLARATION OF SIDE YARD EASEMENTS

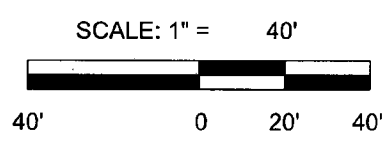


STREET HEREBY DEDICATED PER THIS PLAT

SIDEWALK EASEMENT GRANTED PER PLAT OF LITTLETON VILLAGE

E. HINSDALE AVENUE
Public Street dedicated per this plat

S90°00'00"E 930.00'



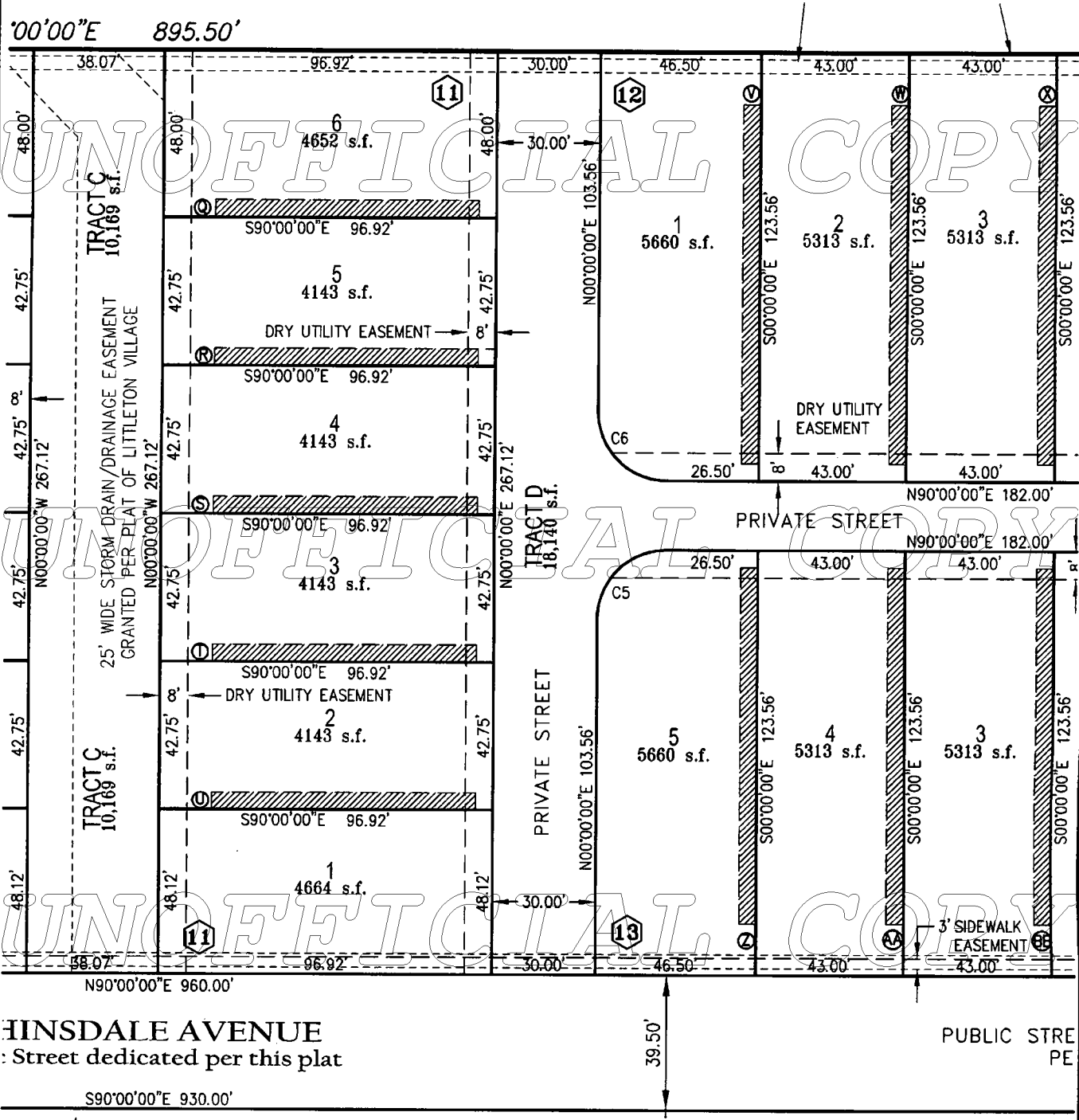
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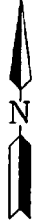
PH. 303-702-1617
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DRAWING BY: FMZ/JCB DATE: 12-09-2014
PROJECT NO. 501-14-374(B)

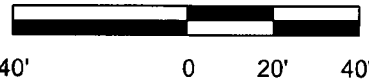
EXHIBIT B DECLARATION OF SIDE YARD EASEMENTS



HINSDALE AVENUE
: Street dedicated per this plat
S90°00'00"E 930.00'



SCALE: 1" = 40'

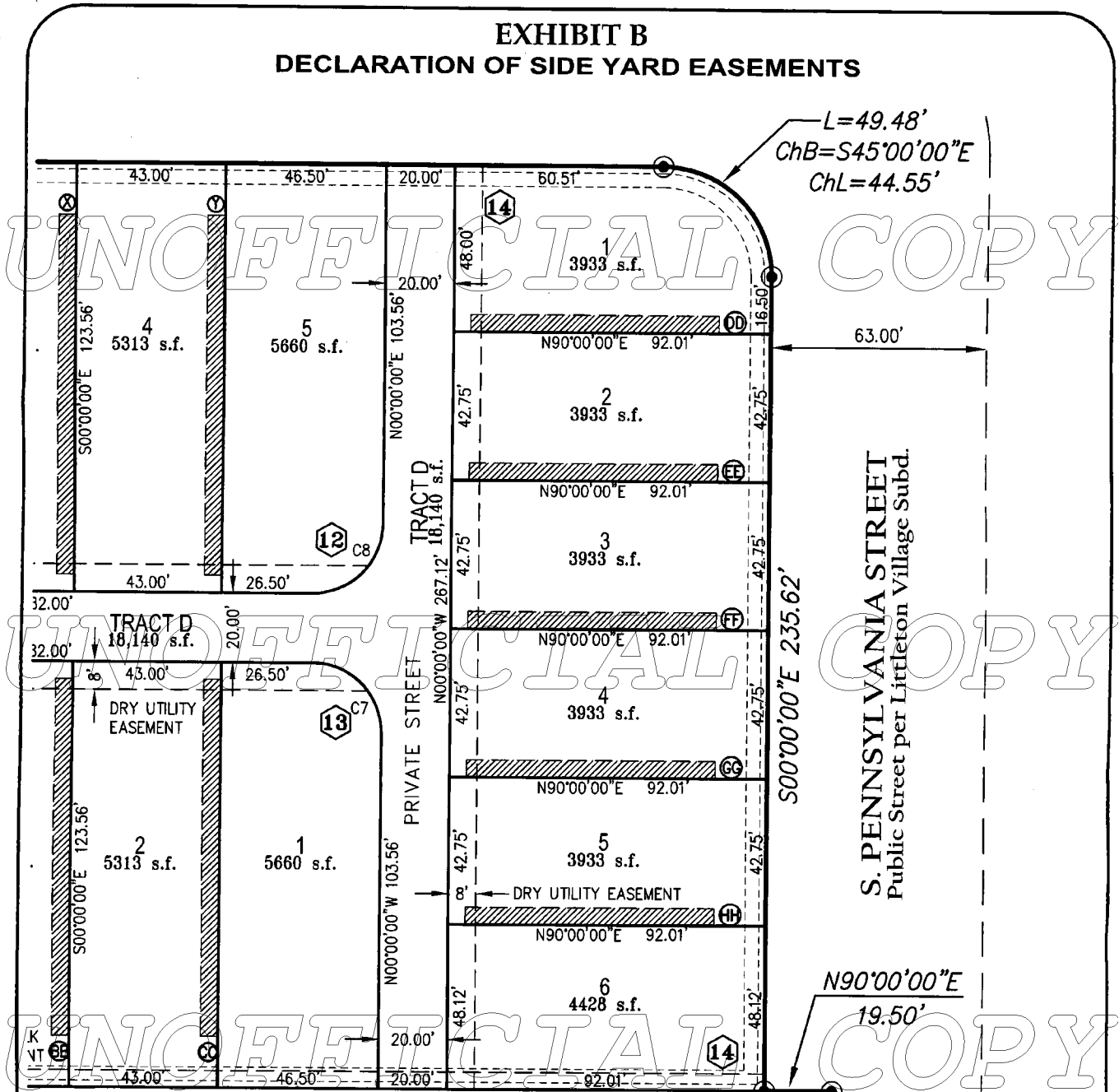


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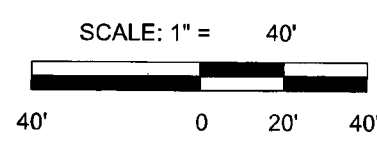


UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

STREET HEREBY DEDICATED
PER THIS PLAT



D=90°00'00"
R=15.00'
L=23.56'
ChB=N45°00'00"W
ChL=21.21'

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