

BK: 2020 PG: 127
Recorded: 1/13/2020 at 2:31:53.0 PM
Pages 9
County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.88
Combined Fee: \$50.88
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Permanent Easement

The undersigned, on behalf of **Raccoon River Land Co., LLC**, an Iowa limited liability company ("Grantor(s)", owner of property upon which this Easement is located), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal corporation ("City"), a permanent and perpetual Public Utility Easement ("Easement") upon, over, under, through, and across the real property as shown and legally described on the attached Permanent Public Utility Easement Plats as **Exhibits "2-P", "3-P" and "4-P"** ("Easement Area").

Use and Purpose of Easement

This Easement shall be granted solely and exclusively for the purpose of constructing and permanently maintaining public utilities, allowing the City to enter at any time upon and into the Easement Area and to use as much of the surface and subsurface thereof to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the public utilities whenever necessary. The use of the Easement Area is subject to the following terms and conditions:

- (a) No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City. If authorized by the City, the installation of driveways, sidewalks or other objects installed or placed in the Easement area shall be subject to removal and replacement at Grantor's expense if necessary for City to access the Easement Area for its intended purpose.

- (b) The City agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other governmental agency or units exercising jurisdiction over the installation and operation of the facilities before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.
- (c) The City shall take reasonable steps to ensure that all work performed by the City in the Easement Area will be initiated and completed within a reasonable period. Following completion of the work performed by the City, the Easement Area shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding the replacement of trees and landscaping and restoration of the existing grade. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the Easement Area.
- (d) Unless done at the direction or by the authority of the City, nothing in this Easement Agreement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies).
- (e) It is understood and agreed that the consideration for this Easement includes full compensation for damages to Grantor as agreed upon by the City and the Grantor.
- (f) Upon restoration of the Easement Area, Grantor will resume all maintenance responsibilities of the Easement Area.

2. Hold Harmless

Each party shall indemnify and hold the other party harmless from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

3. Benefits, Burdens and Assignment

All provisions of this Easement, including benefits and burdens, run with the land and are binding upon the City and the Grantor, including but not limited to future owners, developers, lessees, occupants or assignees. Grantor acknowledges and agrees that this Easement is assignable by the City without consent from the Grantor to a third-party public entity, and assignable by the City with written notice to and consent from the Grantor to a third-party private entity.

4. Jurisdiction and Venue

The City and the Grantor agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of **Madison** County, Iowa.

5. Lawful Authority

The Grantor covenants with the City that it holds the above-described legal property by good and marketable title, free and clear of liens, easements, and encumbrances, except any of record, and that the Grantor has a right and lawful authority to make and execute this Easement Agreement. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

6. Approval of City

These Easements shall not be binding until they have received the final approval and acceptance by the City of West Des Moines, Iowa, which approval and acceptance shall be noted on this Easement Agreement by the City Clerk.

7. Words and Phrases

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

8. Parties

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, contractors, successors and assigns. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.

9. Integration

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

10. Paragraph Headings

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

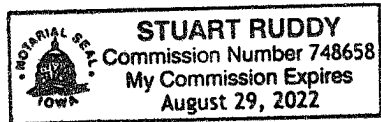
Dated this 3rd day of January, 2020.

RACCOON RIVER LAND CO., LLC

By Gerard D. Neugent
Gerard D. Neugent, Managing Member

STATE OF IOWA)
) SS
COUNTY OF Polk)

This record was acknowledged before me on January 3, 2020 by **Gerard D. Neugent, as Managing Member** of Raccoon River Land Co., LLC, an Iowa limited liability company on behalf of whom the record was executed.



Stuart Ruddy
Notary Public

CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Public Utility Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. 20-002, passed on January 6, 2020, and that this certificate is made pursuant to the authority of said City Council.

Signed this 9th day of January, 2020.

CITY OF WEST DES MOINES, IOWA

BY: Ryan T. Jacobson
Ryan T. Jacobson, City Clerk

PERMANENT EASEMENT

EXHIBIT 2-P

PERMANENT UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 2
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:

RACCOON RIVER LAND CO., LLC
5000 WESTOWN PARKWAY
SUITE 400
WEST DES MOINES, IA 50266
BOOK 2016, PAGE 2536

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3,
TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00° 08' 41" EAST, 158.77 FEET ALONG
THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 51' 19" WEST, 82.50 FEET TO A POINT ON
THE PROPOSED WEST RIGHT-OF-WAY LINE OF SW GRAND PRAIRIE PARKWAY, ALSO BEING THE POINT OF
BEGINNING; THENCE SOUTH 00° 08' 41" EAST, 20.00 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY
LINE; THENCE SOUTH 89° 51' 19" WEST, 70.53 FEET; THENCE NORTH 00° 00' 00" EAST, 20.00 FEET; THENCE
NORTH 89° 51' 19" EAST, 70.47 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,410 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO
NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: OCTOBER 2017

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480

FOTH PROJECT NO. 16W059-01 DATE: 3/22/2018



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

Index Legend	
Location:	SW1/4 of NE1/4
	Section 3, Township 77 N, Range 26 W
Requestor:	City of West Des Moines
Proprietor:	Raccoon River Land Co., LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA IA 50131 (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 3-P

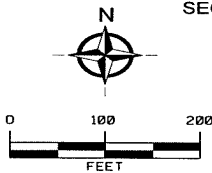
PERMANENT UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 3

CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:

RACCOON RIVER LAND CO., LLC
5000 WESTOWN PARKWAY
SUITE 400
WEST DES MOINES, IA 50266
BOOK 2015, PAGE 2656

FND 1/2" IR
W/Y CAP#11465
SW CORNER
NW1/4 NE1/4
SEC. 3-77-26



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

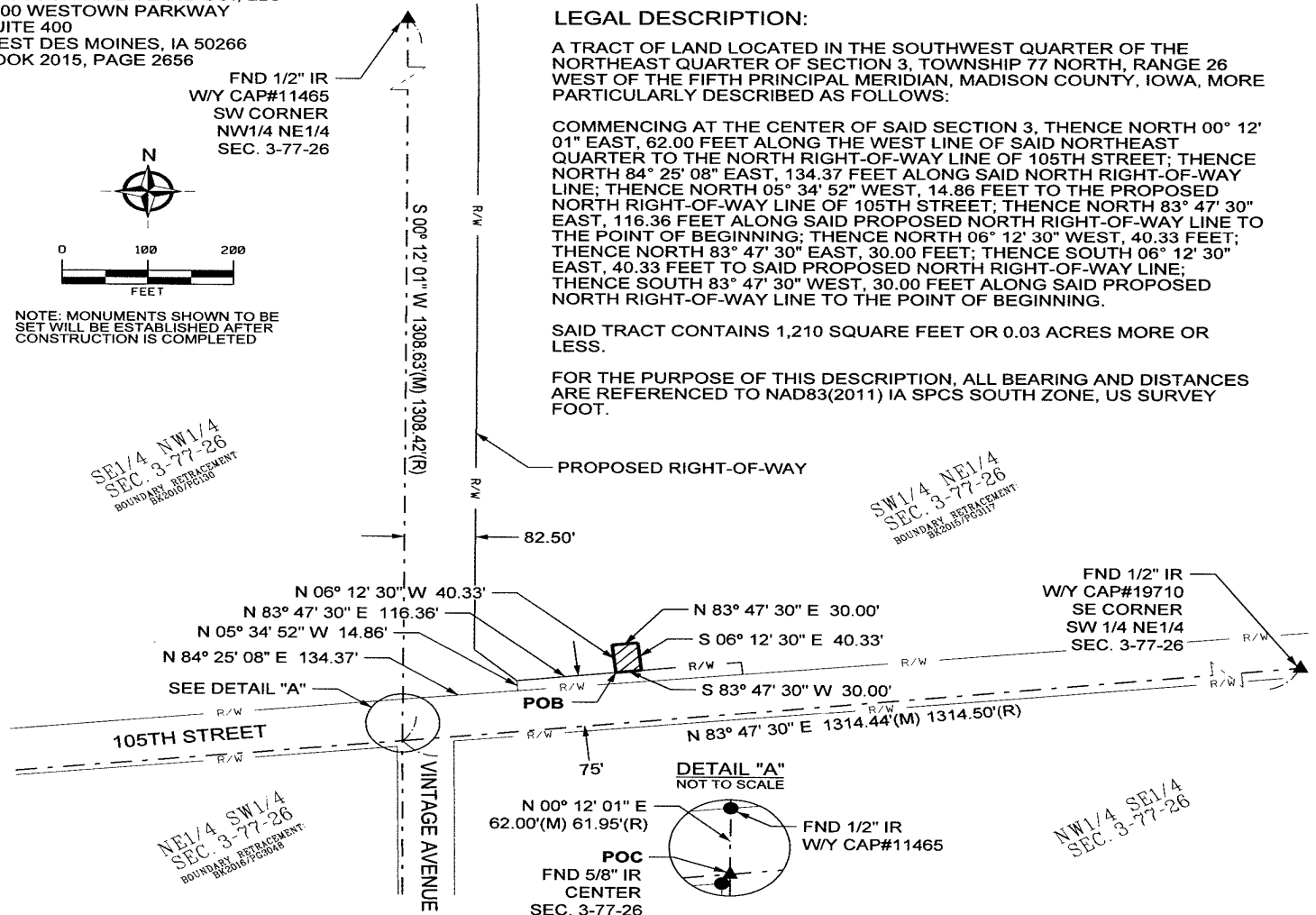
LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE NORTH 00° 12' 01" EAST, 62.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE NORTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE NORTH 84° 25' 08" EAST, 134.37 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 05° 34' 52" WEST, 14.86 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE NORTH 83° 47' 30" EAST, 116.36 FEET ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE NORTH 06° 12' 30" WEST, 40.33 FEET; THENCE NORTH 83° 47' 30" EAST, 30.00 FEET; THENCE SOUTH 06° 12' 30" EAST, 40.33 FEET TO SAID PROPOSED NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 83° 47' 30" WEST, 30.00 FEET ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,210 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/CAP#19710 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - R/W --- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- - - P/L --- PROPERTY LINE
- ▨ PERMANENT UTILITY EASEMENT

FIELD SURVEY COMPLETED: OCTOBER 2017

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S.

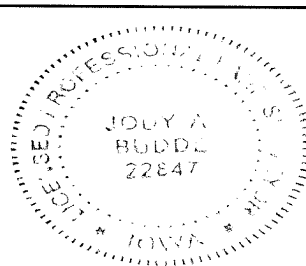
License Number: 22847

My license renewal date is DECEMBER 31, 2018.

Pages or sheets covered by this seal: 1 of 1

DATE

3-22-2018



SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET

1 OF 1

FOTH PROJECT NO. 16W059-01 DATE: 3/22/2018

Index Legend	
Location:	NW1/4, Section 3, Township 77 N, Range 26 W
Requestor:	City of West Des Moines
Proprietor:	Raccoon River Land Co., LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA IA 50131 (515) 254-1393

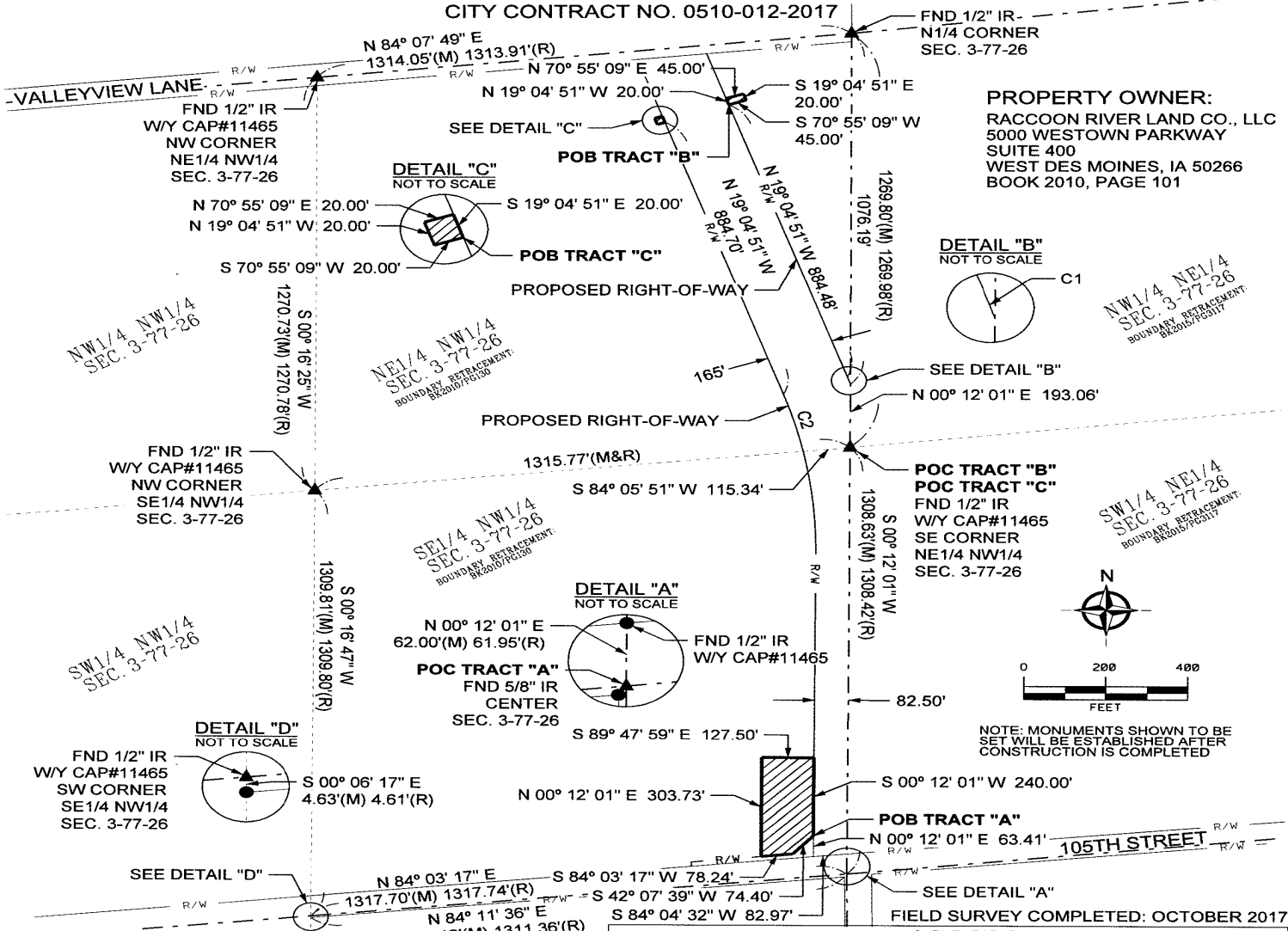
PERMANENT EASEMENT

EXHIBIT 4-P

PERMANENT UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE

PARCEL 4

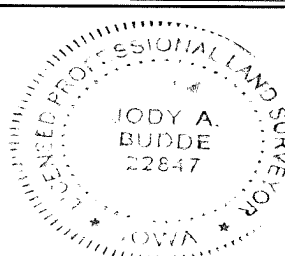
CITY CONTRACT NO. 0510-012-2017



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/CAP#19710 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - R/W - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- - - P/L - PROPERTY LINE
- ▨ PERMANENT UTILITY EASEMENT

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA
C1	23.71'	1,607.50'	23.71'	N18°39'29"W	00°50'43"
C2	180.12'	1,442.50'	180.00'	N15°30'13"W	07°09'14"



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S.

License Number: 22847

My license renewal date is DECEMBER 31, 2018.

Pages or sheets covered by this seal:

3-22-2018

DATE

142 of 2

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

FOTH PROJECT NO. 16W059-01 DATE: 3/22/2018

PERMANENT EASEMENT

EXHIBIT 4-P

PERMANENT UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 4
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:

RACCOON RIVER LAND CO., LLC
5000 WESTOWN PARKWAY
SUITE 400
WEST DES MOINES, IA 50266
BOOK 2010, PAGE 101

AREA BREAKDOWN		
QUARTER QUARTER	AREA (SQ FT)	AREA (ACRES)
NE 1/4 NW 1/4 SEC 03-77-26	1,300	0.03
SE 1/4 NW 1/4 SEC 03-77-26	36,607	0.84
TOTAL	37,907	0.87

LEGAL DESCRIPTION TRACT "A":

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE NORTH 00° 12' 01" EAST, 62.00 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE NORTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE SOUTH 84° 04' 32" WEST, 82.97 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00° 12' 01" EAST, 63.41 FEET TO A POINT ON THE PROPOSED WEST RIGHT-OF-WAY LINE OF SW GRAND PRAIRIE PARKWAY, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 42° 07' 39" WEST, 74.40 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE SOUTH 84° 03' 17" WEST, 78.24 FEET ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00° 12' 01" EAST, 303.73 FEET; THENCE SOUTH 89° 47' 59" EAST, 127.50 FEET TO SAID PROPOSED WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 12' 01" WEST, 240.00 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 36,607 SQUARE FEET OR 0.84 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

LEGAL DESCRIPTION TRACT "B":

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 00° 12' 01" EAST, 193.06 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE PROPOSED EAST RIGHT-OF-WAY LINE OF SW GRAND PRAIRIE PARKWAY; THENCE NORTH A DISTANCE OF 23.71 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 00° 50' 43", ALONG A 1607.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 18° 39' 29" WEST, 23.71 FEET ALONG SAID PROPOSED EAST RIGHT-OF-WAY LINE; THENCE NORTH 19° 04' 51" WEST, 884.48 FEET CONTINUING ALONG SAID PROPOSED EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE NORTH 19° 04' 51" WEST, 20.00 FEET CONTINUING ALONG SAID PROPOSED EAST RIGHT-OF-WAY LINE; THENCE NORTH 70° 55' 09" EAST, 45.00 FEET; THENCE SOUTH 19° 04' 51" EAST, 20.00 FEET; THENCE SOUTH 70° 55' 09" WEST, 45.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 900 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

LEGAL DESCRIPTION TRACT "C":

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, THENCE SOUTH 84° 05' 51" WEST, 115.34 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER TO THE PROPOSED WEST RIGHT-OF-WAY LINE OF SW GRAND PRAIRIE PARKWAY; THENCE NORTH A DISTANCE OF 180.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 07° 09' 14", ALONG A 1442.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 15° 30' 13" WEST, 180.00 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE; THENCE NORTH 19° 04' 51" WEST, 884.70 FEET CONTINUING ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 70° 55' 09" WEST, 20.00 FEET; THENCE NORTH 19° 04' 51" WEST, 20.00 FEET; THENCE NORTH 70° 55' 09" EAST, 20.00 FEET TO SAID PROPOSED WEST RIGHT-OF-WAY LINE; THENCE SOUTH 19° 04' 51" EAST, 20.00 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 400 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: OCTOBER 2017

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
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SHEET
2 OF 2

FOTH PROJECT NO. 16W059-01 DATE: 3/22/2018