

AUCTION: THURSDAY, SEPTEMBER 27 @ NOON

Live Auction with Online Bidding

Property Preview: Mon, Sept 17 from 9:00 AM - 1:00 PM | Auction Conducted: Cowboy Room at the Stagecoach Inn

12041 E. 13th St. N., Wichita, KS, 67206 316.683.0612 • 800.544.4489







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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

COMMERCIAL



MLS # 555949 Class Land Property Type Farm County El Paso Area OUT - Out of Area Address 7218 Lucky 4 Road Address 2 City Green Mountain Falls State СО 80819 Zip Status Active **Contingency Reason Asking Price** \$0 For Sale/Auction/For Rent Auction **Associated Document Count** 3

Google Map data ©2018 Gcogle

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GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316	Realtor.com Y/N	Yes
	-683-0612	Display on Public Websites	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF:	Display Address	Yes
	316-683-0612	VOW: Allow AVM	Yes
Co-List Agent - Agent Name and Phone	9	VOW: Allow 3rd Party Comm	Yes
Co-List Office - Office Name and Phone	3	Sub-Agent Comm	0
Showing Phone	316-945-7400	Buyer-Broker Comm	3
Zoning Usage	Commercial	Transact Broker Comm	3
Parcel ID	83000-00007	Variable Comm	Non-Variable
Number of Acres	122.00	Virtual Tour Y/N	
Price Per Acre		Cumulative DOM	10
Lot Size/SqFt	5314320	Cumulative DOMLS	
School District	Out of State		
Elementary School	Other		
Middle School	Other		
High School	Other		
Subdivision	OTHER		

Long Legal - See taxes

DIRECTIONS

Legal

Directions Hwy 24 & Hwy 25 - West to Lucky 4 Ranch Road and North to Property.

FEATURES

ROAD FRONTAGE	DOCUMENTS ON FILE	SHOWING INSTRUCTIONS
Dirt	Aerial Photos	Call Showing #
UTILITIES AVAILABLE	Photographs	LOCKBOX
Electricity	Other/See Remarks	None
Private Water	FLOOD INSURANCE	AGENT TYPE
Propane	Unknown	Sellers Agent
IMPROVEMENTS	SALE OPTIONS	OWNERSHIP
Other/See Remarks	Other/See Remarks	Corporate
OUTBUILDINGS	PROPOSED FINANCING	TYPE OF LISTING
Equipment Barn	Other/See Remarks	Excl Right w/o Reserve
MISCELLANEOUS FEATURES	POSSESSION	BUILDER OPTIONS
Other/See Remarks	At Closing	Open Builder
	Dirt UTILITIES AVAILABLE Electricity Private Water Propane IMPROVEMENTS Other/See Remarks OUTBUILDINGS Equipment Barn MISCELLANEOUS FEATURES	DirtAerial PhotosUTILITIES AVAILABLEPhotographsElectricityOther/See RemarksPrivate WaterFLOOD INSURANCEPropaneUnknownIMPROVEMENTSSALE OPTIONSOther/See RemarksOther/See RemarksOUTBUILDINGSPROPOSED FINANCINGEquipment BarnOther/See RemarksMISCELLANEOUS FEATURESPOSSESSION

FINANCIAL

Assumable Y/N	No
General Taxes	\$6,060.09
General Tax Year	2017
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	\$0.00
HOA Initiation Fee	0.00
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks OFFSITE REAL ESTATE AUCTION ON SEPTEMBER 27TH AT 12PM (MST). THE AUCTION WILL BE CONDUCTED AT THE COWBOY ROOM AT PJ'S STAGECOACH INN IN MANITOU SPRINGS, CO. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Presenting a once-in-a-lifetime opportunity to purchase 122 acres of breathtaking campground located in the foothills of the Colorado Rocky Mountains. Bustling with untapped adventure and limitless discover, Rockleft camp is surrounded on three sides by national forests - offering the perfect setting for any adventure-seeker. Located only a short 13 mile drive West of Colorado springs, this restful mountain retreat is also in close proximity to amenities including restaurants, shopping, and attractions. A preview of the property will be available September 17th from 9AM to 1PM (MST). Gifted to Friends University in 1976, Rockcleft provided a rustic setting for church groups, families and classes to learn and fellowship throughout the years. Prior to Friends the camp was owned and maintained by The American Friends Home Mission Association and the Area Council of the Girl Scouts of America. A sense of serenity will surround you as you turn onto the winding road that leads to the camp. Enjoy spectacular scenery while on one of the many hiking trails leading directly from the camp. Fauna and flora are abundant throughout this forested site with pine trees, babbling brooks, huge boulders and wildlife including: Black bears, elk, mule deer, etc. At an elevation of 8,600 feet picturesque panoramic views of Pikes Peak National Forest can be seen from each of the five rustic lodges that are flanked by towering pine trees and foliage. Each lodge features water provided by a natural water source located on the property. The water is filtered before entering each cabin with the exception of Pasque Flower - the kitchen sink provides a separate spigot for filtered drinking water at the Pasque Flower lodge. Mountain Lodge: This lodge sleeps 10 people. It features a spacious kitchen, a large common room with vaulted ceilings and a stone fireplace, and one bathroom with a shower. A huge wrap-around deck offers great views and includes a section that is fully screened-in ideal for enjoying meals outside! Black Squirrel: This lodge sleeps 12 people and offers a full kitchen, common area, and 2 full bathrooms. Pasque Flower: This condo-like lodge sleeps 8 and is fully-winterized. It features a kitchen, common area, and a full bathroom. Outside you will find a deck with built-in seating and a spectacular view of Pike's Peak. Blue Jay: This is a dormitory-style lodge and sleeps 22 people. It features vaulted ceilings and a stone fireplace. Look-Out: This A-Frame lodge offers a sleeping lodge that sleeps 6. You will also find a full kitchen and a common area. A caretakers cabin and numerous outbuildings can also be found on these campgrounds. This is your chance to get away from it all at this beautiful mountain retreat! All of the proceeds will be placed into an endowed student scholarship fund for experiential learning. Colorado License #: IC.100080105, Broker License #: IR.100080089 -Braden R. McCurdy DISCLOSURES A preview of the property will be available September 17th from 9AM to 1PM (MST). | All personal property items (beds, tables, chairs, appliances, grounds maintenance items, etc.) remain with property including the 1993 GMC Pickup with Blade (VIN = 1GTEK14K7PZ515861 – Mileage in excess of 166,500 – copy of title in Property Information Packet). All of the proceeds will be placed into an endowed student scholarship fund for experiential learning. | Colorado License #: IC.100080105 , Broker License #: IR.100080089 - Braden R. McCurdy.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	9/17/2018
Auction Location	See Comments	1 - Open Start Time	9AM (MST)
Auction Offering	Real Estate Only	1 - Open End Time	1PM (MST)
Auction Date	9/27/2018	2 - Open for Preview	
Auction Start Time	12PM (MST)	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	5 pm prior business day	2 - Open End Time	
Buyer Premium Y/N	Yes	3 - Open for Preview	
Premium Amount	0.10	3 - Open/Preview Date	
Earnest Money Y/N	Yes	3 - Open Start Time	
Earnest Amount %/\$	50,000.00	3 - Open End Time	

TERMS OF SALE

Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead -based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$50,000.

PERSONAL PROPERTY

Personal Property All personal property items (beds, tables, chairs, appliances, grounds maintenance items, etc.) remain with property including the 1993 GMC Pickup with Blade (VIN = 1GTEK14K7PZ515861 – Mileage in excess of 166,500 – copy of title in Property Information Packet).

ADDITIONAL PICTURES



























































DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2018 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

Area/Neighboring Communities Overview

Location/Neighboring Communities: The property is in the immediate vicinity of the town of Green Mountain Falls. Green Mountain Falls is a statutory town located approximately 11 miles west of Colorado Springs, Colorado and 6 miles southeast of Woodland Park, Colorado. As of the last census, the population of Green Mountain Falls was 640. The town lies in El Paso and Teller County. The area surrounding the property is commonly referred to as Ute Pass and includes the towns of Cascade, Chipita Park, and Woodland Park.

Access: Access to the property is via U.S. Highway 24. U.S. Highway 24 is four lanes, divided, with acceleration and deceleration lanes.

Topography: The topography of the property and surrounding area is the foothills of the Rocky Mountains. Many areas have views towards the east, northeast towards downtown or to the west and the mountains. The topography of the subject's immediate neighborhood is rolling Rocky Mountain foot hills with valleys, valley walls and rock formations.

Vegetation: Vegetation in the subject property is typical of the Pikes Peak region: mountain shrub land at lower elevations transitioning into coniferous forest in the upper reaches of the incline and on north-facing slopes. Mountain shrub land communities are characterized by dense stands of gambel oak interspersed with ponderosa pine, and an understory of yucca and both native and introduced grasses. Coniferous forest communities are dominated by ponderosa pine interspersed with gambel oak, mountain mahogany, smaller shrubs, and native and introduced grasses.

Public Services: Local governmental services are provided by the jurisdiction of the Town of Green Mountain Falls, the Town of Cascade, and El Paso County. The Towns of Green Mountain Falls and Cascade are not incorporated. Adequacy of services is rated good. The local fire protection is provided by the Green Mountain Falls/Chipita Park fire protection district. Law enforcement is provided by the Green Mountain Falls Town Marshall and El Paso County Sheriff's Office. Adequacy of services is rated good.

Public Transportation: At this time there is no public transportation serving the Ute Pass area. Ute Pass Express running between Woodland Park and Colorado Springs serving the towns of Manitou Springs, Cascade, Green Mountain Falls and Woodland Park has been discontinued.

Public Schools: Manitou School District Number 14.

Predominant Land Uses: Land uses in the surrounding area are mixed with a combination of commercial, retail, lodging, and single family, typically found in small, mountain, bedroom type communities. The single-family component is used both year round and as vacation homes. The surrounding area also consists of state and national park land. The property is bordered by The Pike National Forest, which covers approximately 117,000 acres in total. It is confined to the mountainous western portion of the county in an area extending south from the Douglas County line to south of Cheyenne Mountain. Nearly all of the mountain slope area that can be seen from the I25 corridor is U.S. Forest Service land, and nearly all that are accessible are open to the public for multipurpose recreational use, including hiking, mountain biking and limited motorized uses. Cheyenne State Park is located approximately 15 miles southeast of the property. Cheyenne State Park covers approximately 1,600 acres and the park amenities includes camp sites and hiking trails.

Future Trends: The residents of the Ute Pass area typically work in or around Colorado Springs, Woodland Park, and Cripple Creek. The area is also located near many local tourist attractions such as the Cave of the Winds, Cliff Dwellings, Manitou Springs, Garden of the Gods Park, Pikes Peak, and the Pikes Peak Cog Railway. The economies of the Ute Pass area have undergone a dramatic transformation since the approval of limited stakes gaming in Cripple Creek in 1992. Prior to the approval of gambling, the area's economy relied on tourism as its primary source of income. This increase of activity and demand in the area has caused area business levels to increase and housing for employees to become scarce. While the area is growing more independent of Colorado Springs, it will likely continue to maintain itself as a bedroom community of Colorado Springs.

Property Data

Location: The property is located along and at the terminus of Lucky 4 Road (Private Road) approximately 1.5 miles north of US Highway 24 and Green Mountain Falls, Colorado.



Assessor's Parcel Map - 83000



Zoning: The 40.0 and 80.0 acre subject parcels (APN - 83000-00-007 and 090) are located in unincorporated El Paso County and are zoned F-5. The 2.0 acre subject parcel (APN - 83000-00-089) is located in unincorporated El Paso County and zoned R-T (El Paso County).

- **F-5 (Forestry and Recreation District):** The F-5 zoning district is a 5 acre district intended to accommodate the conservation of forest resources, protect the natural environment and preserve open space, while accommodating limited residential use. The minimum lot area for a single family dwelling in the district is 5 acres.
- **RT** (**Residential Topographic**): The R-T is a rural residential zoning district of the County of El Paso. The zoning district was established to allow for areas of low density single family residential development. The minimum lot area for a single family dwelling in the district is 5 acres.

The property likely does not meet the criteria to be developed as a five acre lot subdivision because of excessive slope conditions (i.e. slopes exceeding 30%). The two contiguous subject parcels containing 120 acres could possibly be developed into three 40 acres parcels. The State of Colorado statutes exempt 35 acre or larger parcels from the requirement to go through the subdivision review process of the appropriate county. El Paso County, however, does have requirements for access and the interior private roads must meet certain standards including the access to each building site within a 35 acre parcel development even though the private roads are not county maintained.

Flood Plain Statement: The property is not located within a designated 100 year floodplain area for Upper Fountain Creek.



USGS Topographical Map



Vegetation: Vegetation in the property is typical of the Pikes Peak region and consists of coniferous forest communities are dominated by ponderosa pine interspersed with gambel oak, mountain mahogany, smaller shrubs, and native and introduced grasses. The site is predominately treed except for where there are rock outcroppings.

Wildlife Habitat: The subject properties provides habitat for a variety of wildlife that is typical of the region. Common mammals include golden-mantled ground squirrel, mountain cottontail, mule deer, black bear, and mountain lion. Common birds include western scrub jay, mountain chickadee, Steller's jay, magpie, and turkey vulture.

Utilities: Water to the building improvements is provided by a fresh water spring. There is also a shallow water well that supplies water to the Pasque Flower cabin. Per former care taker's recollection there is an in-ground water tank above the care taker's home that supplies water to the care taker's home and the main lodge year round. He believed the other structures are supplied by the above ground tanks with the exception of Pasque Flower cabin. He also believed all the waste water flows to a leach field under the baseball field area (clear area below the lodge and cabins). He also believed the A-frame has its own septic. Electricity and telephone are provided to the improved area of the property. Electricity is provided by the City of Colorado Springs and CenturyLink provides the telephone service

Public Improvements: There are no public improvements to the subject parcels.

Site Improvements: There are significant site improvements on the property. The improvements lie on the 40 acre tract.

Stage of Development: The property is not platted but is zoned. All of the utilities necessary for rural development are available to the 40 acre parcel. There are currently no utilities to the 80 acre parcel and access would likely need to be from the 40 acre parcel to Lucky 4 Road.

Building Improvements Description: There are 6 building improvements on the property. All are located on the 40 acre parcel. The Assesor's office classifies the buildings as single-family dwellings. A summary of the six building improvements is shown in the table below.

No.	Name	Year Built	Sq. Ft.
1	Care Takers Cabin	1963	1,181
2	Main Lodge	1925	2,201

3	Blue Jay Cabin	1935	831
4	Black Squirrel Cabin	1966	690
5	A - Frame	1976	624
6	Pasque Flower Cabin	1984	831
Total S	Square Feet		6,358

Building No. 1 - Care Takers Cabin: One story structure containing 1,181 square feet. No garage. According to Assessor's records, the home was built in 1963. The foundation is concrete and the superstructure is a combination of masonry and wood fame. The roof has a slight pitch with asphalt roofing. The exterior walls are paint masonry and wood. The windows are a combination of metal and wood with non-insulated glass. There is a kitchen, dining room/living room, 2 bedrooms with 1 bathroom. Interior walls were painted drywall and floor coverings were a combination of wood, VAT tile, carpet and exposed concrete. Heat is provided by a fireplace or plug in electrical heaters.

Building No. 2 - Main Lodge: One story structure containing 2,201 square feet. According to Assessor's records, the structure was built in 1925. The building improvements have been modified and updated since they were first constructed. The foundation construction is unknown but would appear to be concrete/masonry. The superstructure is log construction and wood fame. The roof is pitched with asphalt roofing. The exterior walls are exposed logs and wood siding and the windows are older wood with non-insulated glass. There is a kitchen area, large meeting room, 4 bedrooms and two bathrooms. In addition, there is a 736 square foot covered deck and a 315 square foot deck. Interior walls were painted drywall and exposed logs. The floor coverings were a combination of wood, VAT tile, and carpet. Heat is provided by two large fireplaces or plug in electrical heaters. The kitchen contains a commercial range and hood venting system and a stainless steel three compartment sink. The commercial range uses propane for its fuel and the hot water heaters are electric.

Building No. 3 - Blue Jay Cabin: One story structure containing 831 square feet. According to Assessor's records, the structure was built in 1935. The foundation appears to be concrete pier type system and masonry. The superstructure is wood fame (log construction). There is a kitchen area, a large bunk room, and 2 bathrooms. The roof is pitched with asphalt roofing. The exterior walls are wood (logs) and the windows are older wood with non-insulated glass. Interior walls were wood siding and painted drywall in the kitchen area and bathrooms. The floor coverings are a combination of wood and VAT tile. Heat is provided by large stone fire place or plug in electrical heaters. In addition, there is a 200 square foot covered patio area with a stone fireplace and grill area. The condition of the building improvements were considered below average.

Building No. 4 - Black Squirrel: One story structure containing 690 square feet. According to Assessor's records the structure, was built in 1966. The foundation appears to be a concrete slab. The superstructure is wood fame. The roof is pitched with asphalt roofing. The exterior walls are wood and the windows are non-insulated glass. Interior walls are wood siding and painted drywall in the kitchen area and bathroom. The floor coverings are a combination of wood and VAT tile. Heat is provided by fire place or plug in electrical heaters.

Building No. 5 - A-Frame: One and one half story structure containing 624 square feet. According to Assessor's records, the structure was built in 1976. The foundation construction is unknown. The superstructure is wood fame. The roof is pitched with asphalt roofing. The exterior walls are wood and the windows are non-insulated glass. Heat is provided by fire place or plug in electrical heaters.

Building No. 6 — **Pasque Flower Cabin:** One story structure containing 831 square feet. According to Assessor's records, the structure was built in 1986. The foundation is concrete and masonry. The superstructure is wood fame. The roof is pitched with wood shake roofing. The exterior walls are wood siding and the windows are wood with insulated glass. Interior walls were painted drywall. The floor coverings were a combination of wood and VAT tile. Heat is provided by fire place or plug in electrical heaters. In addition, there is a 420 square foot covered area under a portion of the structure and 336 square feet of deck area.



United States Forest Department of Service Agriculture Pike/San Isabel National Forests & Cimarron/Comanche National Grasslands 2840 Kachina Drive Pueblo, CO 81008 719-553-1400 FAX: 719-553-1440

File Code: 2720 Date: MAY 2 8 2015

Jane Fredman Flynn Wright & Fredman, LLC 111 S Tejon St #202 Colorado Springs, CO 80903

Dear Ms. Fredman:

Enclosed is your executed private road special use permit for use of National Forest System lands located in El Paso County, Colorado.

Oscar Martinez, District Ranger at our Pikes Peak District office, 601 South Weber Street, Colorado Springs, Colorado, 719-636-1602, is my representative to administer this authorization and will assist you if you have questions. Thank you.

Sincerely,

ERIN CONNELLY Forest and Grassland Supervisor

Enclosures

cc: Jeff Hovermale, Kay Dougan

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Auth ID: <u>PPK625</u> Contact ID: <u>553544010602</u> Expiration Date: <u>12/31/2035</u> Use Code: <u>753</u>

FS-2700-4c (10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

PRIVATE ROAD SPECIAL USE PERMIT AUTHORITY: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

Friends University, Administration and Finance, 2100 University, Wichita, Kansas 67213 (hereafter called the Holder) is hereby authorized to use National Forest lands for the construction, reconstruction, maintenance, and use of a road within the **Pike National Forest** for the following purposes:

Use and maintenance of a road for year-round access to private property. Maintenance shall be performed in accordance with the Road Maintenance Standards attached hereto as Exhibit B and C and made a part hereof.

The lands covered by this permit are located in the County of <u>EI Paso</u>, State of <u>Colorado</u> and are described as follows:

SE1/4SW1/4 Section 4, T. 13 S., R. 68 W., 6th Principal Meridian

This permit covers a right-of-way <u>0.26 miles</u>, <u>1.383 feet</u> in length, <u>30 feet in width</u>, being 15 feet either side of centerline, containing approximately <u>0.95 acres</u>, and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the map or plat attached hereto as <u>Exhibit A</u> and made a part hereof.

This permit is made subject to the following terms, provisions, and conditions:

1. This permit is subject to all existing easements and valid rights existing on this date.

2. The Holder in exercising the privileges granted by this permit shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance of or for rights-of-way for similar purposes if those standards are more stringent than applicable Federal standards.

3. The Holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.

4. The Holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The Holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion. (See Exhibit B and C)

5. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with Federal and State laws.

6. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this permit.

7. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set at <u>One-Hundred Thirty-Eight and 88/100 Dollars</u> (\$138.88) or the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$138.88 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the Indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the Holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.

PPK625, Friends University

8. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

9. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

10. The Holder shall repair fully all damage to National Forest roads and trails caused by the exercise of the privileges granted by this permit.

11. The United States may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States, provided that it will use the road for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.

12. The Forest Service alone may extend rights and privileges for use of the road constructed on the premises to other non-Federal users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the holder, and reconstruct the road as necessary to accommodate their use.

13. The Forest Service retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses, for other than road purposes, upon, over, under, and through the permit area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

14. The Forest Service shall have the right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

15. The Holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

16. Unless sooner terminated, or revoked by the Regional Forester, this permit shall expire and terminate on **December 31, 2035**. At that time, if the holder still needs the road for the purposes for which this permit is granted, the permit will be reissued for a period of 10 years (or the estimated remaining life of the project, whichever is less). At the time of reissuance, the terms and conditions may be modified and new conditions or stipulations added at the discretion of the Forest Service.

17. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Issuing Officer.

18. Upon termination or revocation of this special-use authorization, the Holder shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the authorized officer, unless otherwise waived in writing or in the authorization. If the Holder fails to remove the structures or improvements within a reasonable period, as determined by the authorized officer, they shall become the property of the United States, but this does not relieve the Holder from liability for the removal and site restoration costs.

19. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

20. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

21. Liability. For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so

paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or nonidentified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

22. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

23. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

24. Assignability. This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above-described real property accessed by the authorized road, this authorization will terminate.

25. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

26. <u>Termination for Nonpayment</u> (R2-A102). This authorization shall automatically terminate without the necessity of prior notice when land use-fees are 90 calendar days from the due date in arrears.

In Witness Whereof the parties hereto have caused this authorization to be duly executed on this _____ day of ______, 2015.

Holder

Bv RKSEN KELLY WILLIAMS President Administration and Finance Friends University Date:

USDA - Forest Service

Bv: FRIN CONNELLY

Forest and Grassland Supervisor Pike and San Isabel National Forests Cimarron and Comanche National Grasslands

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (volce). TDD users can contact USDA through local relay of the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay volce). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



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EXHIBIT B $\sim \sqrt{2}$

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USDA FOREST SERVICE Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands **Pikes Peak Ranger District**

Road MaintenanceStandards

General - Road maintenance shall include any work necessary to maintain Road Standards, such as keeping drainage functional and maintaining the road prism, to allow a prudent driver to safely negotiate the road in a passenger car during dry weather.

Regulatory, warning, and route marker signs shall be repaired or replaced by the Forest Service.

WORK REQUIREMENTS

and the second sec Drainage - This work shall consist of maintaining drainage structures and related items such as catch basins. inlet and outlet ditches, roadside ditches, drop inlets, dikes, berms, head walls, aprons, rolling dips, lead-off ditches, and existing riprap.

Drainage structures and related items shall be cleared of all foreign material which has been deposited above the flow line and all vegetative growth which interferes with the flow pattern. Grass shall be left in place provided drainage is not obstructed.

All roadside ditches, lead-off ditches, and culvert inlet and outlet ditches shall be cleaned in such a manner so that reasonable conformance to previous line, grade, and cross section will be achieved. Ditches that are free of debris larger than 3 inches in diameter and 1 foot in length and which provide drainage will not require cleaning.

Rolling dips shall be maintained to a depth and width adequate to drain the roadway. The lower end of the rolling dips, including lead-off ditches, shall be shaped to drain water from the roadway.

Culverts which have silted in to a depth of 1/4 of their opening height or more shall have their inlets and outlets cleaned, as well as 3 feet of the upper and lower ends of the inside, to expose the full diameter of the culvert,

Plugged culverts shall be cleaned, or replaced if directed by the Forest Service.

Catch basins shall be cleared of material to the bottom of the invert of the culvert and at least two feet horizontally towards the backslope, or the width of the basin, whichever is greater, in order to provide for the unobstructed flow of water. and the market of the second

i. a r Any loose material on the backslope adjacent to the entrance of culverts shall be removed. Material removed, if suitable, may be blended into existing native road surfaces or shoulders. On aggregate surfaced roads, care must be taken to assure the material is not mixed into the existing aggregate. Unsuitable material shall be deposited in locations to assure it will not obstruct the normal flow pattern.

Removal of Obstructions - Downed trees, rocks, and stumps that have fallen into the roadway, and any other eminent hazards, shall be removed.

Trees that have fallen within the roadway shall be limbed, cut into manageable lengths, and scattered outside the roadway limits.

Hazard trees and snags designated for removal shall be felled outside the roadway and limbed. Trees shall be cut within 12 inches of the natural ground. All stumps and logs shall be positioned so they will not roll.

Slash shall be scattered outside the roadway and drainage way. Rocks and stumps designated for removal shall be positioned away from the roadway in such a manner as to assure they will not roll onto the roadbed nor obstruct drainage. Resulting holes shall be backfilled with native material and mounded to drain.

Debris and slash in excess of 1 foot in length and 3 inches in diameter shall be removed from the backslopes. ditches, and roadway. All debris and slash must be removed from the roadbed.

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USDA Forest Service (10/11, revised)

Noxious Weeds Prevention and Requirements - All contractor and subcontractors performing work on National Forest System lands are required to use equipment and vehicles free of noxious weed seeds and/or propagating parts capable of producing a new noxious weed plant. This applies to ALL vehicles whether owned, leased or borrowed.

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This shall be accomplished by washing with a pressurized hose all equipment and vehicles used for construction, maintenance and support work prior to entering the National Forest.

When cleaning equipment for work on National Forest System lands, use a washing system that traps all wash water and either stores it for removal from National Forest System lands or recycles the water for continued use. If the equipment recycles the water, provide adequate filters for seed removal. Dispose of the filter material and removed seeds in an approved manner. Do not mix soaps, detergents, or other chemicals with the wash water. For work at a commercial washing facility, use an approved facility. Use a high pressure washing system.

Wash the sides, tops, and undercarriages of all construction equipment. Remove all seeds, plants, plant fragments, dirt, and debris from the construction equipment.

Inspect the washed construction equipment, including the undercarriage, to ensure that the washing removed the dirt, debris, and seeds from the construction equipment. Rewash the construction equipment as necessary or as directed.

<u>Removal of Vegetation</u> - Brush, trees, and limbs shall be removed to provide a 5-foot distance beyond the travelway.

The travelway shall be free of encroaching limbs to a height of 16 feet above the travelway surface.

Brush and trees shall be cut parallel and as close to the ground as practical.

Slash shall be scattered downslope, outside the roadway and drainage way.

<u>Slumps, Sloughs, and Slides</u> – Minor sloughs, slides and slumps, less than 5 cubic yards per 100' station, shall be removed or repaired. Sloughs, slides, and slumps greater than 5 cubic yards per 100' station should be referred to the District Ranger.

Minor slough and slide removal, including soil, rock, and vegetative matter which encroaches onto the ditches, roadway, or shoulder, shall be disposed of adjacent to the site.

The slope which generated the slide material shall be reshaped to remove overhangs or loose material.

Minor slumps, including washouts, shall be filled with material generated from the immediate area or from agreedupon locations or borrow sites. Material shall be placed in layers and be compacted by operating equipment over the full width of each layer.

<u>Blading</u> - The roadbed shall be crowned or sloped to conform to the original prism. All berms shall be removed from the roadway shoulders to the maximum extent possible and incorporated in the roadway except those that are specifically designed to remain.

Berms of material caused by road maintenance operations shall be removed from the roadway prior to the end of each day's work and not left in place overnight, on weekends, or holidays.

Road blading shall proceed in an orderly fashion by successive passes with grader blades paralleled to the road centerline, progressing from the lower side to the upper side of the roadway and back across. In the process, shoulder material shall be cut and replaced to prevent vegetation encroachment; all ruts, holes, and washes shall be removed by scarifying or cutting to the bc. Iom of such defects. Fines dislodged in blading roads or from ditch lines will not be wasted over shoulders of roads. These fines will be incorporated in plating of the existing roadbed. Unsuitable material may be wasted over fill shoulders provided resource damage does not result.

USDA Forest Service (10/11, revised)

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Road blading of all roadside ditches, lead-off ditches from culverts or cut sections, and lead-in ditches shall be included with the blading procedure. Ditches shall be cleaned of any material which would obstruct the flow. The backslope shall not be undercut when pulling these ditches. The work is to be accomplished so that reasonable conformance to previous line, grade, and cross section will be achieved.

<u>Signs and Traffic Control Requirements</u> - In the performance of travel way maintenance, signs shall be located no more than 1 mile before and after the area of operation. Signs shall be posted only when work is in progress. Traffic warning signs shall be provided by the contractor. Signs must conform to the Manual of Uniform Traffic Control Devices (MUTCD). No hand made signs will be allowed.

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PPK625, Friends University

EXHIBIT C SNOW REMOVAL SPECIFICATIONS FOREST SYSTEM ROADS

SNOW REMOVAL BY PERMITTEE. Snow removal shall be done in a manner to preserve and protect the roads, to the extent necessary to ensure safe and efficient transportation of materials, and to prevent excessive erosion damage to roads, streams, and adjacent lands.

REQUIREMENTS

Snow removal work by permittee shall include:

- 1. Removal of snow from entire road surface width, including turnouts.
- 2. Removal of snow slides, earth slides, fallen timber, and boulders that obstruct normal road surface width.
- 3. Removal of snow, ice, and debris from culverts so that the drainage system will function efficiently at all times.
- 4. All items of snow removal shall be done currently as necessary to ensure safe, efficient transportation. Work shall be done in accordance with the following <u>minimum</u> standards of performance.
- 5. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
- 6. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
- 7. Ditches and culverts shall be kept functional at all times.
- 8. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
- 9. Dozers shall not be used to plow snow on system roads without written approval of Forest Service.
- 10. Snow must not be removed to the road surface. A minimum two-inch depth must be left to protect the roadway. Shoes placed on the bottom side of a blade may be required to insure this depth is maintained.
- 11. Permittee's damage from, or as a result of, snow removal shall be restored in a timely manner prior to spring run-off.

WAYNE W. WILLIAMS 10/07/2014 02:44:56 PM Doc \$0.00 Page Rec \$201.00 1 of 39

El Paso County, CO 214091722

EASEMENT AGREEMENT

BACKGROUND AND PURPOSE

A. Lucky 4 is the owner of real property located in El Paso County, Colorado more particularly described in <u>Exhibit 1</u> attached hereto and incorporated herein by this reference (the "<u>Lucky 4 Property</u>"), and Friends is the owner of real property located in El Paso County, Colorado more particularly described as Parcel A and Parcel B in <u>Exhibit 2</u> attached hereto and incorporated herein by this reference (the "<u>Friends Property</u>").

B. Lucky 4 acknowledges that historical access to Friends Property has been on a gravel road known as the "Lucky 4 Road," which travels across and through a portion of the Lucky 4 Property and through property owned by the United States government and managed by the U.S. Forest Service ("USFS" and the "USFS Property"). Lucky 4 Road is shown on the survey map attached hereto as <u>Exhibit 3</u> (the "Map").

C. Parcel B (identified in Exhibit 2) has historically been accessed through the use of a gravel road that is a "spur" off of Lucky 4 Road (the "<u>Spur Road</u>"). The Spur Road is located on and across land owned by Lucky BL 47 LLC, as shown on the Map.

D. Lucky 4 is amenable to granting Friends, an easement on, across and over the Lucky 4 Road and the Spur Road, in accordance with the terms of this Agreement.

E. The parties are agreeable to Friend's installation of a security gate, at its sole expense, at the approximate location shown on the Map, in order to deter trespassers from further use of Lucky 4 Road and the Spur Road, in accordance with the terms of this Agreement.

F. The parties are agreeable to maintaining the existing locked gate across the Spur Road, to further deter trespassers from entering Lucky 4 Property or Friends Property, in accordance with the terms of this Agreement.

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

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2288 001 Friends - Lucky 4 access easement Sec 26 14 (v 2)

RETURN TO: FLYNN WRIGHT & FREDMAN 111 S. TEJON, STE 202 COLORADO SPRINGS, CO 80903 1. <u>Grant of Easement- Lucky 4 Road</u>. Lucky 4 hereby grants to Friends, its heirs, successors and assigns, a perpetual non-exclusive easement of variable width over and across the existing Lucky 4 Road on and within the Lucky 4 Property for vehicular and pedestrian ingress and egress, and a reasonable amount of adjacent property to Lucky 4 Road (as determined by a road contractor mutually agreed upon by the parties) necessary to perform maintenance and repair of Lucky 4 Road. Lucky 4 Road is legally described in <u>Exhibit 4</u> attached hereto and incorporated by reference, and is graphically shown on the Map. (A portion of Lucky 4 Road is located on U.S. Forest Service land and the legal description and diagram of that portion is also included in Exhibit 4).

2. <u>Grant of Easement- Spur Road</u>. Lucky 4 hereby grants to Friends, its heirs, successors and assigns, a perpetual non-exclusive easement over and across the existing Spur Road on and within the Lucky 4 Property for vehicular and pedestrian ingress and egress to and from Parcel B, and a reasonable amount of adjacent property to the Spur Road (as determined by the mutually agreed-on contractor) necessary to perform maintenance and repair of the Spur Road. The Spur Road is legally described in <u>Exhibit 5</u> attached hereto and incorporated by reference, and is graphically shown on the Map. This grant of easement to the Spur Road does not include a right to use the Spur Road to access any other portion of the Friends Property other than Parcel B.

3. <u>Proportionality of Road Width</u>. Notwithstanding the legal descriptions of Lucky 4 Road and the Spur Road contained in Exhibits 4 and 5, between the points where the road width is expressly set forth on the Map (Exhibit 3), the width of the road will be deemed to reduce or increase over the length of the road at a uniform rate between such points. For example, if the road at Point #1 is stated to be 10 feet in width, and the road at Point #2 is stated to be 15 feet in width, and the distance between Point #1 and Point #2 is 300 feet, then 100 feet from Point #1 proceeding toward Point #2 the width of the road will be deemed to be 11.67 feet (100 feet is one-third of the distance between the two points and one-third of the difference between 15 feet and 10 feet is therefore 1.67 feet which, when added to the starting point of 10 feet, equals 11.67 feet).

4. <u>Maintenance, Repair and Improvement of Lucky 4 Road</u>. The parties will share the maintenance and repair responsibilities of Lucky 4 Road in at least the same manner and extent as Lucky 4 Road has been maintained by the parties in the past, subject to the Maintenance Standards as defined in paragraph 6 below. The parties agree that maintenance and repair of Lucky 4 Road should allow Friends, its officers, directors, employees, agents and guests to access Friends Property by a two-wheel drive motor vehicle. Past maintenance and repair of Lucky 4 Road has included, without limitation, grading, snow removal, filling in potholes, ruts and gulleys, erosion and drainage control, and trimming overhanging tree branches that unreasonably interfere with normal travel for motor vehicles, including large delivery trucks. Any maintenance or repair of Lucky 4 Road performed by or at the direction of a party shall be done at that party's expense. Friends and its employees and contractors shall not park any road maintenance equipment or other vehicles on Lucky 4 Property or Lucky 4 Road without the prior consent of Lucky 4, except in the event of an emergency. No gravel or natural road material

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located on Lucky 4 Property, except road material that has washed out from Lucky 4 Road, may be used for Lucky 4 Road maintenance without the prior consent of Lucky 4. Improvements to Lucky 4 Road beyond regular maintenance and repair (such as, without limitation, installation of culverts or water bars, paving or widening of the roadway or removal of adjacent trees or rocks), may be made by Friends with the prior consent of Lucky 4, which shall not be unreasonably withheld or delayed. Any consent to be obtained under this paragraph will be in writing, unless the parties agree otherwise.

Except for snow removal, Friends will provide at least seven (7) days' advance written notice to Lucky 4 prior to commencing any maintenance or repair work to Lucky 4 Road, identifying the individual performing the work, unless emergency repair work is required in order to render Lucky 4 Road usable by two-wheel drive motor vehicles to the Friends Property. The parties will mutually agree on the road contractor performing any work for Friends on Lucky 4 Road or the Spur Road, other than routine maintenance that Friends performs with its own equipment. Lucky 4 will provide Friends within the 7-day period with any objection to the contractor identified by Friends; provided, however, that Lucky 4 may not object to Friends' notice that it will be doing its own maintenance work. In the event of any dispute, the parties will exercise their rights under the dispute resolution process contained in paragraph 12 below. In the event of an emergency, Friends shall provide notice to Lucky 4 of its intention to perform repairs as soon as possible. By way of example but not of limitation, an emergency repair could include restoration of the road surface due to a wash-out from a weather event. If Friends believes an emergency repair is necessary, Friends has the right to immediately perform or cause the performance of the repair at its sole expense.

Neither party shall have the right under this Agreement to require the other party to perform maintenance or repair work on Lucky 4 Road at the other party's expense. Nothing in this Agreement prohibits the parties from sharing in the cost to maintain and repair Lucky 4 Road, in such proportionate amount as determined by the parties' mutual agreement. If either party disputes the quality or nature of any repair to Lucky 4 Road, or the party responsible for paying for such repair, the party must follow the dispute resolution process outlined in paragraph 12 below. Notwithstanding anything herein to the contrary, the maintenance, repair or improvements shall not widen the traveled portion of Lucky 4 Road without Lucky 4's consent.

5. <u>Maintenance, Repair and Improvement of the Spur Road</u>. The parties agree to retain the existing locked gate at the intersection of Lucky 4 Road and the Spur Road, provided that each party shall have the ability to unlock the gate at any time (meaning that the parties will cooperate to ensure that at all times, both parties have the correct combination or the key to any lock placed on the gate). The gate will remain closed and locked at all times when access to the Spur Road is not needed. The parties will share the maintenance and repair responsibilities of the Spur Road and be subject to the same obligations and limitations for maintenance, repair and improvements as provided in paragraph 4 above for Lucky 4 Road. Any drainage improvements to the Spur Road will only occur on the uphill side of the road or in the middle of the Spur Road so as to prevent erosion of the downhill bank adjacent to the roadway. The parties may mutually agree to remove the lock and/or the gate, or relocate the gate on the Spur Road. Notwithstanding anything herein to the contrary, the maintenance, repair or improvements shall not widen the traveled portion of the Spur Road without Lucky 4's consent.

6. **<u>Road Maintenance Standards.</u>** The parties agree that their mutually agreed-on contractor will determine the road maintenance standards to be used on Lucky 4 Road and the Spur Road. Maintenance of Lucky 4 Road will not cause a reduction in the amount of soil over the existing water pipeline underneath or adjacent to Lucky 4 Road that results in a frozen pipeline.

7. <u>Security Gate on Lucky 4 Road</u>. By July 1, 2015, Friends will install, at its sole expense, a solar-powered electronic security gate at the location identified on the Map ("<u>Security Gate</u>"). Lucky 4 hereby grants a perpetual, non-exclusive easement to Friends for installation, repair, replacement and maintenance of the Security Gate on a portion of the Lucky 4 Property, including the placement of the solar panel that will operate the Security Gate. Friends will provide Lucky 4 with the plans and specifications for the Security Gate for Lucky 4's approval, which approval will not be unreasonably conditioned or delayed. Subject to technological and environmental constraints, the Security Gate will be remote controlled, with a key pad allowing for vehicular entry. Lucky 4 has the right, at its sole expense, to install a trip counter on the Security Gate, and Lucky 4 will be solely responsible for the maintenance, repair, replacement and installation of the trip counter. Friends will provide Lucky 4 with one remote opener at Friend's expense, and any cost for acquiring additional remote openers for the benefit of Lucky 4 will be at Lucky 4's expense.

8. <u>No Limitation on Access to Lucky 4 Road and the Spur Road.</u> Except for the existing locked gate on the Spur Road, and the Security Gate, neither Friends nor Lucky 4 may place a locked gate or otherwise limit access on and to the Lucky 4 Road or the Spur Road as granted in this Agreement without the prior written consent of the other party.

9. <u>No Use of Lucky 4 Property or Friends Property, including Parcel B, is</u> <u>Implied</u>. This Agreement shall not be interpreted or construed to allow the use by a party of any portion of Lucky 4 Property or Friends Property, other than the portion of those properties legally described as Lucky 4 Road or the Spur Road, but including any adjacent property reasonably necessary for the maintenance, repair and installation of improvements to Lucky 4 Road or the Spur Road, unless the owner of the property so used gives consent to such use. However, because of the unmarked boundaries of Lucky 4 Road and the Spur Road and terrain, any unintended, de minimis, inadvertent and occasional deviation by a party from Lucky 4 Road or the Spur Road onto adjacent property shall not be deemed a trespass, and the property owner's remedy will be limited to damages caused by such de minimis use.

10. <u>Indemnification</u>. Each of the parties (the "Indemnifying Party") shall indemnify and hold the other party, its officers, directors, employees, representatives, heirs, successors and assigns (the "Indemnified Party"), harmless from and against any and all claims, losses, liabilities, suits, demands, damages (including such reasonable attorneys' fees and court costs as the court may determine), judgments and causes of action of any nature whatsoever asserted

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against the Indemnified Party by any third parties for any act or omission of the Indemnifying Party in the performance of its rights and obligations as specified in this Agreement.

11. <u>Mechanic's Liens</u>. Neither party shall create or permit to be created or remain any mechanic's or materialman's lien or other lien or charge ("Lien") to attach against the Lucky 4 Property for materials supplied or work performed at the request of a party with respect to maintenance of Lucky 4 Road or the Spur Road. If a Lien is filed against the Lucky 4 Property arising from or as a result of materials supplied or work performed by or on behalf of a party, then that party, within thirty (30) days of such notice of the Lien, shall promptly discharge the same at its sole expense. The party contracting for the maintenance work that is the subject of the Lien shall indemnify and hold the other party harmless from any cost or expense (including reasonable attorneys' fees and costs) incurred by the other party as a result of the recorded Lien.

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12. Dispute Resolution.

A. Dispute over Repair, Maintenance or Improvements: If a dispute arises between the parties relating to the type or quality of maintenance, repair or improvements to Lucky 4 Road or the Spur Road performed or to be performed by or on behalf of a party, and the dispute cannot be resolved informally by the parties, the parties shall promptly submit the dispute to a mutually acceptable arbitrator (the arbitrator may be a contractor with experience in the maintenance and repair of gravel roads such as the type described in this Agreement), who will make a final decision resolving the dispute. Written notice of a request for an arbitration decision will be given by the party requesting the decision to the other party or parties involved in the dispute. If the parties are unable to agree on a sole arbitrator, each of the parties will appoint an arbitrator, and the appointed arbitrators shall together appoint a sole arbitrator to make the final decision. The parties will share equally in the cost of the sole arbitrator decision-making process. The parties intend for this dispute resolution process not to take more than thirty (30) days from delivery of the written notice of request for arbitration.

B. Other Disputes. If a dispute arises relating to this Agreement other than over a road repair, maintenance or improvement issue (such as, without limitation, cost allocation or alleged violation of this Agreement), and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Written notice of a request for mediation shall be given by the party requesting mediation to the other party or parties involved in the dispute. The parties will jointly appoint an impartial mediator with experience in the subject matter of the dispute. If the parties are unable to agree on a mediator, each of the parties will appoint a mediator, and the appointed mediators shall together appoint a sole mediator. The parties will share equally in the cost of mediation. If the dispute is not resolved through mediation in a reasonable time period, not to exceed sixty (60) calendar days from the date of delivery of the notice of a request for mediation, the mediation, unless otherwise agreed, shall terminate, and the parties may proceed to litigate the dispute.

13. <u>Burdened and Benefited Property</u>. This Agreement and the easements granted hereby is intended by the parties to be a burden upon the Lucky 4 Property, and all current and

subsequent owners of the Lucky 4 Property. The Lucky 4 Property shall be construed in the nature of a servient estate, and to be a benefit to Friends Property and all current and subsequent owners of Friends Property. Friends Property shall be construed to be in the nature of a dominant estate with respect to the easements on, over and across Lucky 4 Road and the Spur Road. The easements granted herein are not merely personal to the parties but are in the nature of covenants that run with the land.

14. <u>10-Year Restriction on Use of the Friends Property</u>. From the date of recording this Agreement and for ten (10) years thereafter, use of the Friends Property shall be limited to using the Friends Property as a seasonal camp, for retreats and for occasional cabin rental. After the 10-year period, the scope of this Agreement shall be governed by Colorado law regarding the growth or expansion of a prescriptive easement.

15. General Conditions.

A. <u>Governing Law</u>. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Colorado.

B. <u>Notices, Consents or Future Agreements</u>. Unless the parties agree otherwise, all notices, consents or future agreements under this Agreement shall be in writing, which may include electronic transmission (facsimile or email). Any notice under this Agreement shall be by personal delivery, by U.S. Mail, postage prepaid, by overnight courier, at their address listed with the El Paso County Assessor's Office or by electronic transmission, including facsimile or email, to a party or by email address or facsimile number provided by a party. A party, by notice given as above, may change the address to which future notices should be sent.

C. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.

D. <u>Severability.</u> The provisions of this Agreement are severable. Illegality or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions herein.

E. <u>Waivers</u>. No waiver by either party of any provision of this Agreement shall be effective unless in writing, or shall be deemed to be a waiver of any other provision of this Agreement or of any subsequent breach by either party of the same or any other provision.

F. <u>Binding Effect</u>. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

G. <u>Entire Agreement</u>. This Agreement, together with the exhibits, constitutes the entire agreement between Friends and Lucky 4 pertaining to the subject matter of this Agreement, and may not be terminated or amended in any manner except by an instrument in writing signed by the parties affected by such amendment.

IN WITNESS WHEREOF, Lucky 4 and Friends have executed this Easement Agreement to be effective on the last notarized signature date set forth below.

LUCKY 4: Lucky 4 BL47, LLC a Colorado limited liability company By: Title: STATE OF COLORADO) ss. COUNTY OF EL P. This instrument was acknowledged before me this 184 day of 1 2014, by of Lucky 4 BL47, LLC, a Maraden CU D. Smischain as Colorado limited liability company. Witness my hand and official seal. LINDSAY OLAH NOTARY PUBLIC Notary Public SESTATE OF COLORADO 8-15-2016 My commission expires:_ NOTARY ID 20124051520 MY COMMISSION EXPIRES AUGUST 15, 2016 Lucky 4, Inc. a Colorado corporation By: Title: STATE OF COLOR) SS. COUNTY OF E This instrument was acknowledged before me this 1872014, by day of mischaas President of Lucky 4, Inc., a Colorado corporation. 7 nds - Lucky 4 access catement Sep 26 14 (12)

Hy hand and official seal. NO. STATE OF COLORADO ID 20124051520 Notary **B**ublic 8-15-2014 XPIRES AUGUST 15, 2016 My commission expires: Lucky 4 BL72, LLC a Colorado limited liability company By: man Title: na STATE OF COLORADO) ss. COUNTY OF EL PASO Witness my hand and official seal. LINDSAY OLAH [SEANOTARY PUBLIC Notary Public 8-15-2016 My commission expires: STATE OF COLORADO NOTARY ID 20124051520 MY COMMISSION EXPIRES AUGUST 15, 2016 "这个你们的。" 8 access easement Sco 20, 14 (v.2)

FRIENDS:

Friends University a Kansas nonprofit corporation

By: . asila Alas France Title:

STATE OF KANSAS COUNTY OF Sedqwick

This instrument was acknowledged before me this 2rd day of OCtober 2014, by <u>Randall C. Doorksen</u>, as <u>Vice Aresident Administration</u> of Friends University, a Kansas nonprofit corporation.

) ss.

Witness my hand and official seal.

[SEAL] NOTARY PUBLIC - State of Kansas NATASHA PEREZ My Appt. Expires 12/1/17

Notary Public My commission expires: 12/11

Exhibits

1 - Legal Description of Lucky 4 Property

2 - Legal Description of Friends Property

3 – Survey Map

4 - Legal Description of Lucky 4 Road

5 – Legal Description of Spur Road

2288 001 Friends - Lucky 4 access easement Sep 26 14 (v 2)

EXHIBIT 1 LEGAL DESCRIPTION OF LUCKY 4 PROPERTY

Parcel owned by Lucky 4 BL47, LLC (Assessor's Schedule No. 8300000121), all in TOWNSHIP 13 SOUTH RANGE 68 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO:

S2NW4NW4NE4, NW4NW4NW4NE4 SEC 9-13-68, SW4SW4SE4, N2SW4SE4 SEC 4-13-60, TOG WITH PT SE4SW4SE4 SEC 4-13-60 DESC AS FOLS:BEG AT THE SW COR OF 2.0 ACRE TRACT BK 1014 PG 440 & 441,TH N 82<20' W ALG THE WLY EXT OF SLY LN OF TRACT 41.0 FT M/L TO WLY LN SE4SW4SE4, TH NLY ALG WLY LN SE4SW4SE4 200 FT M/L TO NW COR SE4SW4SE4 TH ELY ALG NLY LN OF SE4SW4SE4 666.05 FT M/L TO NE COR SE4SW4SE4, TH SLY ALG ELY LN SE4SW4SE4 295.9 FT M/L TO A PT 28.6 FT SELY FROM THE ELY EXT OF THE SLY LN OF TRACT BK 1014 PG 440 & 441, TH N 82<20' W 28.6 FT TO SE COR OF SD TRACT, TH CONT ALG S LN OF SD TRACT N 82<20' W 671.72 FT M/L TO POB, EX ANY PT LYING WITHIN BK 1014 PG 440 & 441

Parcel owned by Lucky 4 BL72, LLC (Assessor's Schedule No. 8309200032) ALL IN TOWNSHIP 13 SOUTH RANGE 68 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO:

E2NW4NW4, W2NE4NW4, NW4SE4NW4, SW4NW4 LYING NELY OF HWY 24 SEC 9-13-68, EX PARTS WITHIN BK 1129-442, BK 1228-540,BK 1242-518, BK 1425-506, BK 1462-617,618, 619, BK 1490-63, BK 2045-271, BK 2080-983, BK 5649-1438 BK 5919-626,627,629 BK 5921-809, BK 6510-531, BK 6583-1455, EX ANY PT LYING WITHIN WESTERN HILLS SUB & GLEAS SUB

Parcel owned by Lucky 4, Inc. (Assessor's Schedule No. 8309204001):

LOT 1 GLEA'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1986 IN PLAT BOOK B-4 AT PAGE 39, COUNTY OF EL PASO, STATE OF COLORADO

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EXHIBIT 2 LEGAL DESCRIPTION OF FRIENDS PROPERTY

Parcel A:

THE EAST HALF OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO; AND

Parcel B:

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW 1/4 SE 1/4) OF SECTION 4, IN TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING THE IDENTICAL TRACT AS CONVEYED TO MARTHA AEBERHARD ON MAY 29, 1941, AND RECORDED IN BOOK 1014 AT PAGE 440 AND DESCRIBED AS FOLLOWS:

FROM A POINT ON THE SOUTH LINE OF SECTION 4, TOWNSHIP AND RANGE AFORESAID, THE SAID POINT BEING 1320 FEET EAST OF THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 4, RUN NORTH AT RIGHT ANGLE TO THE SOUTH LINE OF SAID SECTION A DISTANCE OF 375.67 FEET TO THE PLACE OF BEGINNING FOR THE DESCRIPTION OF A TWO ACRE TRACT, MORE OR LESS, AS FOLLOWS:

FROM SAID BEGINNING POINT RUN NORTH A DISTANCE OF 145.0 FEET TO A POINT; THENCE ANGLE LEFT 82 DEGREES 20 MINUTES NORTHWESTERLY A DISTANCE OF 609.6 FEET TO A POINT; THENCE ANGLE LEFT 97 DEGREES 40 MINUTES SOUTH A DISTANCE OF 145.0 FEET TO A POINT; THENCE ANGLE 82 DEGREES 20 MINUTES SOUTHEASTERLY A DISTANCE OF 609.6 FEET TO THE PLACE OF BEGINNING. ALSO A TRACT ADJOINING AND ABUTTING THE ABOVE DESCRIBED TRACT ON THE WEST, APPROXIMATELY 40.0 FEET EAST AND WEST AND 60 FEET NORTH AND SOUTH IN DIMENSION, SAID TRACT BEING A PORTION OF A SMALL RESERVOIR OR POND AS HERETOFORE CONSTRUCTED, AND LYING ENTIRELY WITHIN THE BANKS OF SAID STRUCTURE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE TWO ACRE TRACT AS ABOVE DESCRIBED, RUN NORTH ON THE WEST LINE THEREOF A DISTANCE OF 40.0 FEET FOR THE POINT OF BEGINNING OF SAID 40 BY 60 TRACT; THENCE ANGLE LEFT FROM THE WEST LINE ABOVE MENTIONED 90 DEGREES AND RUN WEST 40.0 FEET; THENCE ANGLE RIGHT 90 DEGREES AND RUN NORTH 60.0 FEET; THENCE ANGLE RIGHT 90 DEGREES AND RUN EAST 40.0 FEET TO THE WEST LINE OF THE TWO ACRE TRACT AS ABOVE DESCRIBED; THENCE SOUTH ON SAID WEST LINE 60.0 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.

2288 001 Friends - Lucky 4 access easement Sep 26 14 (v 2)

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EXHIBIT 4 LEGAL DESCRIPTION OF LUCKY 4 ROAD

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EXHIBIT "A"

LEGAL DESCRIPTION - ACCESS EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 212075066 OF THE RECORDS OF THE EI PASO COUNTY CLERK AND RECORDER, LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER (W1/2'NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M, EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID W1/2 NW1/4, AS MONUMENTED BY A REBAR AND 2-1/2" ALUMINUM CAP STAMPED "RAMPART SURVEYS PLS 26965 2002", FROM WHICH THE NORTHWEST CORNER OF SAID W1/2 NW1/4, AS MONUMENTED BY A 2-1/2" U.S. G.L.O. BRASS CAP BEARS N01°19'26"E, A DISTANCE OF 2616.46 FEET, AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N29°49'56"E, A DISTANCE OF 643.16 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 24 AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE N52°31'53"E, A DISTANCE OF 17.14 FEET;

THENCE N65°37'45"E, A DISTANCE OF 77.47 FEET;

THENCE N59°38'47"E, A DISTANCE OF 29.12 FEET;

THENCE N47°24'05"E, A DISTANCE OF 21.33 FEET;

THENCE ALONG THE ARC OF A 417.75 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°14'47", AN ARC LENGTH OF 45.54 FEET (THE LONG CHORD OF WHICH BEARS N41°10'54"E, A LONG CHORD DISTANCE OF 45.52 FEET);

THENCE N38°47'14"E, A DISTANCE OF 53.30 FEET;

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THENCE N36°53'31"E, A DISTANCE OF 58.91 FEET;

THENCE N34°05'14"E, A DISTANCE OF 26.61 FEET;

THENCE ALONG THE ARC OF A 336.44 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°41'09", AN ARC LENGTH OF 45.13 FEET (THE LONG CHORD OF WHICH BEARS N34°59'59"E, A LONG CHORD DISTANCE OF 45.10 FEET);

THENCE N36°30'09"E, A DISTANCE OF 26.49 FEET;

THENCE N37°20'46"E, A DISTANCE OF 29.79 FEET;

THENCE N39°16'45"E, A DISTANCE OF 53.64 FEET;

THENCE ALONG THE ARC OF A 499.46 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°35'42", AN ARC LENGTH OF 57.49 FEET (THE LONG CHORD OF WHICH BEARS N32°42'02"E, A LONG CHORD DISTANCE OF 57.46 FEET);

PAGE 1 OF 5

THENCE ALONG THE ARC OF A 300.35 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°19'33", AN ARC LENGTH OF 64.61 FEET (THE LONG CHORD OF WHICH BEARS N35°11'44"E, A LONG CHORD DISTANCE OF 64.49 FEET);

THENCE ALONG THE ARC OF A 3347.42 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°05'55", AN ARC LENGTH OF 181.03 FEET (THE LONG CHORD OF WHICH BEARS N38°16'27"E, A LONG CHORD DISTANCE OF 181.02 FEET);

THENCE N40°15'14"E, A DISTANCE OF 90.98 FEET;

THENCE N41°49'00"E, A DISTANCE OF 108.71 FEET;

THENCE ALONG THE ARC OF A 449.85 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°24'37", AN ARC LENGTH OF 50.33 FEET (THE LONG CHORD OF WHICH BEARS N39°10'48"E, A LONG CHORD DISTANCE OF 50.30 FEET);

THENCE N37°02'12"E, A DISTANCE OF 59.45 FEET;

THENCE ALONG THE ARC OF A 1203.95 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°21'15", AN ARC LENGTH OF 154.53 FEET (THE LONG CHORD OF WHICH BEARS N36°27'33"E, A LONG CHORD DISTANCE OF 154.43 FEET);

THENCE N34°05'50"E, A DISTANCE OF 106.48 FEET;

THENCE N35°14'24"E, A DISTANCE OF 118.17 FEET;

THENCE ALONG THE ARC OF A 112.45 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 49°41'38", AN ARC LENGTH OF 97.53 FEET (THE LONG CHORD OF WHICH BEARS N10°52'46"E. A LONG CHORD DISTANCE OF 94.50 FEET);

THENCE N22°56'36"W, A DISTANCE OF 80.38 FEET;

THENCE ALONG THE ARC OF A 787.61 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°07'47", AN ARC LENGTH OF 98.01 FEET (THE LONG CHORD OF WHICH BEARS N27°15'05"W, A LONG CHORD DISTANCE OF 97.95 FEET) TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 1, GLEA'S SUBDIVISION, AS RECORDED UNDER RECEPTION NO. 1462813 OF SAID COUNTY RECORDS;

THENCE \$52°33'43"E ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 37.83 FEET;

THENCE S26°28'28"E, A DISTANCE OF 103.34 FEET;

THENCE S22°05'07"E, A DISTANCE OF 47.89 FEET;

THENCE ALONG THE ARC OF A 106.23 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°09'11", AN ARC LENGTH OF 102.26 FEET (THE LONG CHORD OF WHICH BEARS S10°53'48"W, A LONG CHORD DISTANCE OF 98.36 FEET);

THENCE \$35°27'14"W, A DISTANCE OF 159.53 FEET;

THENCE \$33°51'06"W, A DISTANCE OF 129.74 FEET;

PAGE 2 OF 5

THENCE ALONG THE ARC OF A 689.63 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°13'47", AN ARC LENGTH OF 74.98 FEET (THE LONG CHORD OF WHICH BEARS \$36°25'33"W, A LONG CHORD DISTANCE OF 74.95 FEET);

THENCE \$39°35'00"W, A DISTANCE OF 206.39 FEET;

THENCE S39°53'53"W, A DISTANCE OF 81.14 FEET;

THENCE \$40°24'01"W, A DISTANCE OF 149.40 FEET;

THENCE ALONG THE ARC OF A 2791.19 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°59'41", AN ARC LENGTH OF 194.60 FEET (THE LONG CHORD OF WHICH BEARS \$35°38'15"W, A LONG CHORD DISTANCE OF 194.57 FEET);

THENCE S36°54'41"W, A DISTANCE OF 119.92 FEET;

THENCE \$35°59'58"W, A DISTANCE OF 109.47 FEET;

THENCE \$37°26'11"W, A DISTANCE OF 58.84 FEET;

THENCE ALONG THE ARC OF A 590.21 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°22'32", AN ARC LENGTH OF 117.18 FEET (THE LONG CHORD OF WHICH BEARS S41°41'20"W, A LONG CHORD DISTANCE OF 116.99 FEET);

THENCE S34°37'26"W, A DISTANCE OF 56.03 FEET;

THENCE ALONG THE ARC OF A 20.26 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 48°50'33", AN ARC LENGTH OF 17.27 FEET (THE LONG CHORD OF WHICH BEARS S06°16'50"W, A LONG CHORD DISTANCE OF 16.75 FEET) TO A POINT ON THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, SAID POINT ALSO BEING A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG THAT LINE COMMON TO SAID TRACT OF LAND AND SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 1559.55 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°49'47", AN ARC LENGTH OF 77.02 FEET (THE LONG CHORD OF WHICH BEARS N53°10'44"W, A LONG CHORD DISTANCE OF 77.01 FEET) TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 29,736 SQUARE FEET (0.68 ACRES) OF LAND, MORE OR LESS.

PREPARED BY: KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965 FOR AND ON BEHALF OF RAMPART SURVEYS, INC. P.O. BOX 5101 WOODLAND PARK, COLORADO 80866 719-687-0920



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PAGE 3 OF 5



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ł	C3		499.46'	57.49	N32'42'02		7.46'		
	C4		300.35	64.61'	N35'11'44		.49'		
	C5		3347.42		N38'16'27		1.02'		
	C6		449.85'	50.33'	N39'10'48	"E 50	).30'		1
	C7	07'21'15"	1203.95'	154.53'	N36'27'33		4.43'		
	C8	49'41'38"	112.45'	97.5 <b>3</b> '	N10'52'46		4.5D'		
	C9		787.61	98.01'	N2715'D5		7.95'		
I	C10	55'09'11"	106.23'	102.26'	\$10'53'48		3.36'		1
1	C11		689.63'	74.98'	S36'25'33		¥.95'		1
1	C12	03*59'41"	279 <b>1</b> .19'	194.6D'	535'38'15		4.57'		Į
	C13	11'22'32"	590.21	117.18'	541'41'20'		6.99'		
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EXHIBIT "A"

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#### EXHIBIT "B"

#### LEGAL DESCRIPTION - ACCESS EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF LOT 1, GLEA'S SUBDIVISION AS RECORDED UNDER RECEPTION NO. 1462813 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER (N1/2 NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M, EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 1, AS MONUMENTED BY A REBAR AND YELLOW CAP (ILLEGIBLE), FROM WHICH THE MOST SOUTHERLY CORNER OF SAID LOT 1, AS MONUMENTED BY A REBAR AND YELLOW CAP (ILLEGIBLE) BEARS S52°33'24"E, A DISTANCE OF 577.93 FEET (577.94 FEET OF RECORD), AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE \$52°33'24"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 212075066 OF SAID COUNTY RECORDS, A DISTANCE OF 349.87 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE ALONG THE ARC OF A 317.63 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°03'04", AN ARC LENGTH OF 66.81 FEET (THE LONG CHORD OF WHICH BEARS N37°20'30"W, A LONG CHORD DISTANCE OF 66.68 FEET);

THENCE N44°11'15"W, A DISTANCE OF 13.94 FEET;

THENCE N49°44'56"W, A DISTANCE OF 54.05 FEET;

THENCE N54°44'57"W, A DISTANCE OF 27.54 FEET;

THENCE N52°26'32"W, A DISTANCE OF 25.94 FEET;

THENCE ALONG THE ARC OF A 85.34 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°40'23", AN ARC LENGTH OF 33.77 FEET (THE LONG CHORD OF WHICH BEARS N39°10'27"W, A LONG CHORD DISTANCE OF 33.55 FEET);

THENCE ALONG THE ARC OF A 30.11 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 85°43'03", AN ARC LENGTH OF 45.05 FEET (THE LONG CHORD OF WHICH BEARS N18°56'43"E, A LONG CHORD DISTANCE OF 40.97 FEET);

THENCE ALONG THE ARC OF A 99.67 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°10'56", AN ARC LENGTH OF 47.29 FEET (THE LONG CHORD OF WHICH BEARS

N74°35'38"E, A LONG CHORD DISTANCE OF 46.84 FEET); THENCE ALONG THE ARC OF A 1328.38 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°52'25", AN ARC LENGTH OF 66.62 FEET (THE LONG CHORD OF WHICH BEARS N87°44'56"E, A LONG CHORD DISTANCE OF 66.62 FEET);

THENCE ALONG THE ARC OF A 178.08 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°22'26", AN ARC LENGTH OF 60.22 FEET (THE LONG CHORD OF WHICH BEARS \$82°18'03"E, A LONG CHORD DISTANCE OF 59.93 FEET);

THENCE ALONG THE ARC OF A 401.72 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°21'51", AN ARC LENGTH OF 72.67 FEET (THE LONG CHORD OF WHICH BEARS \$82°28'33"E, A LONG CHORD DISTANCE OF 72.57 FEET);

THENCE ALONG THE ARC OF A 305.90 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°12'51", AN ARC LENGTH OF 91.91 FEET (THE LONG CHORD OF WHICH BEARS N76°49'14"E, A LONG CHORD DISTANCE OF 91.56 FEET);

THENCE ALONG THE ARC OF A 425.13 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°52'17", AN ARC LENGTH OF 43 57 FEET (THE LONG CHORD OF WHICH BEARS

PAGE 1 OF 5

# N66°44'51"E, A LONG CHORD DISTANCE OF 43.54 FEET);

THENCE ALONG THE ARC OF A 62.21 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°08'21", AN ARC LENGTH OF 46.84 FEET (THE LONG CHORD OF WHICH BEARS N43°25'16"E, A LONG CHORD DISTANCE OF 45.74 FEET);

THENCE N25°44'38"E. A DISTANCE OF 41.53 FEET:

THENCE ALONG THE ARC OF A 264.61 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°39'27", AN ARC LENGTH OF 81.55 FEET (THE LONG CHORD OF WHICH BEARS N33°42'04"E, A LONG CHORD DISTANCE OF 81.22 FEET);

THENCE ALONG THE ARC OF A 182.64 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°11'14", AN ARC LENGTH OF 61.16 FEET (THE LONG CHORD OF WHICH BEARS N36°08'21"E, A LONG CHORD DISTANCE OF 60.88 FEET);

THENCE ALONG THE ARC OF A 63.92 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°55'02", AN ARC LENGTH OF 40.07 FEET (THE LONG CHORD OF WHICH BEARS N07°23'21"E, A LONG CHORD DISTANCE OF 39.42 FEET);

THENCE ALONG THE ARC OF A 38.18 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°00'57", AN ARC LENGTH OF 26.67 FEET (THE LONG CHORD OF WHICH BEARS N33°33'41"W, A LONG CHORD DISTANCE OF 26.12 FEET);

THENCE N56°50'28"W, A DISTANCE OF 44.71 FEET;

THENCE ALONG THE ARC OF A 44.91 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 74°36'07", AN ARC LENGTH OF 58.48 FEET (THE LONG CHORD OF WHICH BEARS

N22°26'56"W, A LONG CHORD DISTANCE OF 54.44 FEET);

THENCE N07°14'03"E, A DISTANCE OF 23.58 FEET;

THENCE N11°32'03"E, A DISTANCE OF 42.77 FEET;

THENCE ALONG THE ARC OF A 121.94 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°10'30", AN ARC LENGTH OF 28.04 FEET (THE LONG CHORD OF WHICH BEARS

N05°39'11"E, A LONG CHORD DISTANCE OF 27.98 FEET);

THENCE N00°31'16"E, A DISTANCE OF 12.93 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 4 OF SAID TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M.; THENCE S88°50'58"E ALONG THAT LINE COMMON TO SAID NORTH LINE AND SAID SOUTH LINE, A

DISTANCE OF 9.45 FEET;

THENCE S00°21'52"E, A DISTANCE OF 14.18 FEET;

THENCE ALONG THE ARC OF A 120.55 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°31'42", AN ARC LENGTH OF 26.36 FEET (THE LONG CHORD OF WHICH BEARS \$05°42'56"W, A LONG CHORD DISTANCE OF 26.31 FEET);

THENCE S10°03'12"W, A DISTANCE OF 47.01 FEET;

THENCE S06°21'00"W, A DISTANCE OF 28.63 FEET;

THENCE ALONG THE ARC OF A 31.98 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 52°12'51", AN ARC LENGTH OF 29.14 FEET (THE LONG CHORD OF WHICH BEARS S21°33'53"E, A LONG CHORD DISTANCE OF 28.14 FEET);

THENCE ALONG THE ARC OF A 87.03 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°45'53", AN ARC LENGTH OF 23.95 FEET (THE LONG CHORD OF WHICH BEARS S56°05'34"E, A LONG CHORD DISTANCE OF 23.87 FEET);

THENCE S62°40'53"E, A DISTANCE OF 27.95 FEET;

THENCE ALONG THE ARC OF A 92.97 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°55'01", AN ARC LENGTH OF 20.96 FEET (THE LONG CHORD OF WHICH BEARS S51°35'06"E, A LONG CHORD DISTANCE OF 20.92 FEET);

THENCE ALONG THE ARC OF A 44.04 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 48°25'36", AN ARC LENGTH OF 37.22 FEET (THE LONG CHORD OF WHICH BEARS \$16°41'16"E, A LONG CHORD DISTANCE OF 36.12 FEET);

THENCE ALONG THE ARC OF A 92.26 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°36'00", AN ARC LENGTH OF 34.78 FEET (THE LONG CHORD OF WHICH BEARS \$17°35'32"W, A LONG CHORD DISTANCE OF 34.58 FEET);

PAGE 2 OF 5

THENCE ALONG THE ARC OF A 203.43 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°38'16", AN ARC LENGTH OF 59.07 FEET (THE LONG CHORD OF WHICH BEARS S36°00'35"W, A LONG CHORD DISTANCE OF 58.87 FEET);

THENCE ALONG THE ARC OF A 193.86 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°06'24", AN ARC LENGTH OF 57.88 FEET (THE LONG CHORD OF WHICH BEARS S36°49'51"W, A LONG CHORD DISTANCE OF 57.67 FEET);

THENCE S26°49'07"W, A DISTANCE OF 66.59 FEET;

THENCE ALONG THE ARC OF A 79.30 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°52'57", AN ARC LENGTH OF 53.82 FEET (THE LONG CHORD OF WHICH BEARS \$45°03'27"W, A LONG CHORD DISTANCE OF 52.79 FEET);

THENCE ALONG THE ARC OF A 384.31 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°33'09", AN ARC LENGTH OF 84.20 FEET (THE LONG CHORD OF WHICH BEARS S66°46'57"W, A LONG CHORD DISTANCE OF 84.03 FEET);

THENCE ALONG THE ARC OF A 223.34 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°40'43", AN ARC LENGTH OF 135.18 FEET (THE LONG CHORD OF WHICH BEARS N89°48'40"W, A LONG CHORD DISTANCE OF 133.12 FEET);

THENCE ALONG THE ARC OF A 181.98 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°45'08", AN ARC LENGTH OF 56.38 FEET (THE LONG CHORD OF WHICH BEARS N80°22'26"W, A LONG CHORD DISTANCE OF 56.16 FEET);

THENCE ALONG THE ARC OF A 479.40 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°10'42", AN ARC LENGTH OF 93.53 FEET (THE LONG CHORD OF WHICH BEARS \$85°00'24"W, A LONG CHORD DISTANCE OF 93.38 FEET);

THENCE ALONG THE ARC OF A 30.37 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59°12'32", AN ARC LENGTH OF 31.38 FEET (THE LONG CHORD OF WHICH BEARS S46°22'23"W, A LONG CHORD DISTANCE OF 30.00 FEET);

THENCE ALONG THE ARC OF A 30.84 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 66°47'35", AN ARC LENGTH OF 35.95 FEET (THE LONG CHORD OF WHICH BEARS S31°16'52"E, A LONG CHORD DISTANCE OF 33.95 FEET);

THENCE S54°49'42"E, A DISTANCE OF 54.32 FEET;

THENCE ALONG THE ARC OF A 459.66 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°50'23", AN ARC LENGTH OF 70.92 FEET (THE LONG CHORD OF WHICH BEARS \$48°49'13"E, A LONG CHORD DISTANCE OF 70.84 FEET);

THENCE ALONG THE ARC OF A 332.46 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°41'16", AN ARC LENGTH OF 102.63 FEET (THE LONG CHORD OF WHICH BEARS S34°25'36"E, A LONG CHORD DISTANCE OF 102.23 FEET) TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER SAID RECEPTION NO. 212075066;

THENCE N 52°33'43" W ALONG THAT LINE COMMON TO SAID LOT 1 AND SAID TRACT OF LAND, A DISTANCE OF 37.83 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 16,258 SQUARE FEET (0.37 ACRES) OF LAND, MORE OR LESS.

#### PREPARED BY:

KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965 FOR AND ON BEHALF OF RAMPART SURVEYS, INC. P.O. BOX 5101 WOODLAND PARK, COLORADO 80866 719-687-0920



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EXHIBIT "B"

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CURVE TABLE								
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.			
C1	12'03'04"	317.63'	66.81'	N37'20'30"W	66.68'			
C2	22'40'23"	85.34'	<b>3</b> 3.77'	N3910'27"W	33.55'			
C3	85'43'03"	30.11	45. <b>05'</b>	N18'56'43"E	40.97'			
C4	2710'56"	9 <b>9.</b> 67'	47.29'	N74'35'38"E	46.84			
C5	02*52'25"	1328.38	66.62	N87'44'56"E	66.62'			
C6	19'22'26"		60.22'	\$82'18'03"E	59.93'			
C7	10'21'51"	401.72	72.67'	S82'28'33"E	72.57'			
CB	1712'51"	305.90'	91.91	N76'49'14"E	91.56'			
C9	05:52'17"	425.13'	43.57'	N66'44'51"E	43.54'			
C10	43'08'21"	62.21'	46.84'	N43'25'16"E	45.74			
C11	17'39'27"	264.61	81.55	N33'42'04"E	81.22'			
C12	1971'14"	182.64'	61.16	N36'08'21"E	60.88 [°]			
C13	35'55'02"	63.92'	40.07'	N07'23'21"E	39.42'			
C14	40'00'57"	38.18	26.57	N33'33'41"W	26.12'			
C15	74'36'07"	44.91'	58.48'	N22"26'56"W	54.44'			
C16	13"10'30"	121.94'	28.04	N05'39'11"E	27.98'			
C17	12'31'42"	120.55'	26.36'	S05'42'56"W	26.31			
C18	52'12'51"	31.98'	29.14	S21'33'53"E	28,14			
C19	15'45'53"	87.03'	23.95'	S56'05'34"E	23.87'			
C20	12'55'01"	92.97	20.95'	S51'35'06"E	20.92'			
C21	48'25'36"	44.04	37.22'	S16'41'16"E	36.12			
C22	21'36'00"	92:26'	34.78'	S17'35'32"W	34.58'			
C23	16'38'16"	203.43'	59.07	S36'00'35"W	58.87'			
C24	17'06'24"	193.85'	57.88'	S36'49'51"W	57.67'			
C25	38'52'57"	79.30	53.82'	S45'03'27"W	52.79'			
C26	12'33'09"	384.31'	84.20	S66'46'57"W	84.03			
C27	34'40'43"	223.34'	135.18'	N89'48'40"W	133.12			
C28	17'45'08"	181.98'	56.38	N80'22'26"W	56.16'			
C29	1170'42"	479.40'	93.53	SB5'00'24"W	93.3B'			
C30	59'12'32"	30.37'	31.38'	S46'22'23"W	30.00'			
C31	66*47'35"	30.84'	35.95	S31'16'52"E	33.95'			
C32	08.50'23"		70.92	S48'49'13"E	70.84			
C33	17'41'16"	332.46	102.63	S34'25'36"E	102.23			

# LEGEND:

< 1

⊕ FOUND 3/4" REBAR (NO CAP)

O FOUND 3/8" REBAR (NO CAP)

- $\Delta$  FOUND REBAR AND YELLOW CAP (ILLEGIBLE)
- DE FOUND 2-1/2" U.S.G.L.O BRASS CAP

MPART Surveys

RAMP

P.O. Box 5101 Woodiand Park, CO. 80866 (719) 687-0920

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#### EXHIBIT "FOREST SERVICE LAND"

#### LEGAL DESCRIPTION - ACCESS EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF THE PIKE NATIONAL FOREST, LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4) OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M, EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE1/4 SW1/4, AS MONUMENTED BY A 2-1/2" U.S. G.L.O. BRASS CAP, FROM WHICH THE SOUTHEAST CORNER OF SAID SE1/4 SW1/4, AS MONUMENTED BY A 5/8" REBAR (NO CAP) BEARS S88°50'58"E, A DISTANCE OF 1313.56 FEET, AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S88°50'58"W ALONG THE SOUTH LINE OF SAID SE1/4 SW1/4, SAID LINE ALSO BEING THE NORTH LINE OF LOT 1, GLEA'S SUBDIVISION, AS RECORDED UNDER RECEPTION NO. 1462813 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, A DISTANCE OF 130.28 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE ALONG THE ARC OF A 276.47 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°59'07", AN ARC LENGTH OF 43.36 FEET (THE LONG CHORD OF WHICH BEARS N04°21'16"E, A LONG CHORD DISTANCE OF 43.31 FEET);

THENCE ALONG THE ARC OF A 140.24 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°33'17", AN ARC LENGTH OF 60.10 FEET (THE LONG CHORD OF WHICH BEARS N17°13'55"E, A LONG CHORD DISTANCE OF 59.64 FEET);

THENCE N28°40'31"E, A DISTANCE OF 24.04 FEET;

THENCE ALONG THE ARC OF A 119.93 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 65°54'56", AN ARC LENGTH OF 137.97 FEET (THE LONG CHORD OF WHICH BEARS N66°58'22"E. A LONG CHORD DISTANCE OF 130.48 FEET);

THENCE \$78°11'40"E, A DISTANCE OF 26.94 FEET;

THENCE ALONG THE ARC OF A 108.16 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°31'14", AN ARC LENGTH OF 48.18 FEET (THE LONG CHORD OF WHICH BEARS N88°25'14"E, A LONG CHORD DISTANCE OF 47.78 FEET);

THENCE N77°23'21"E, A DISTANCE OF 38.69 FEET;

THENCE ALONG THE ARC OF A 431.37 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°27'54", AN ARC LENGTH OF 56.20 FEET (THE LONG CHORD OF WHICH BEARS N79°44'34"E. A LONG CHORD DISTANCE OF 56.16 FEET);

THENCE ALONG THE ARC OF A 260.38 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°59'03", AN ARC LENGTH OF 45.37 FEET (THE LONG CHORD OF WHICH BEARS N85°41'13"E, A LONG CHORD DISTANCE OF 45.32 FEET);

THENCE ALONG THE ARC OF A 875.44 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°26'36", AN ARC LENGTH OF 113.73 FEET (THE LONG CHORD OF WHICH BEARS N84°10'56"E, A LONG CHORD DISTANCE OF 113.65 FEET);

THENCE ALONG THE ARC OF A 144.15 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°47'28", AN ARC LENGTH OF 95.08 FEET (THE LONG CHORD OF WHICH BEARS N63°42'39"E, A LONG CHORD DISTANCE OF 93.37 FEET);

THENCE ALONG THE ARC OF A 315.95 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°20'10", AN ARC LENGTH OF 73.54 FEET (THE LONG CHORD OF WHICH BEARS N36°26'53"E. A LONG CHORD DISTANCE OF 73.38 FEET);

PAGE 1 OF 5

THENCE ALONG THE ARC OF A 89.92 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 69°08'46", AN ARC LENGTH OF 108.52 FEET (THE LONG CHORD OF WHICH BEARS N61°56'36"E, A LONG CHORD DISTANCE OF 102.05 FEET); THENCE S82°45'23"E, A DISTANCE OF 38.06 FEET; THENCE ALONG THE ARC OF A 122.32 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°58'14", AN ARC LENGTH OF 53.31 FEET (THE LONG CHORD OF WHICH BEARS N81°51'20"E, A LONG CHORD DISTANCE OF 52.89 FEET); THENCE N71°03'34"E, A DISTANCE OF 55.39 FEET; THENCE N69°45'14"E, A DISTANCE OF 28.15 FEET; THENCE ALONG THE ARC OF A 281.09 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°59'33", AN ARC LENGTH OF 34.30 FEET (THE LONG CHORD OF WHICH BEARS N65°42'01"E, A LONG CHORD DISTANCE OF 34.28 FEET); THENCE N60°16'46"E, A DISTANCE OF 27.78 FEET; THENCE N62°28'58"E, A DISTANCE OF 27.34 FEET; THENCE ALONG THE ARC OF A 176.23 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°48'12", AN ARC LENGTH OF 42.46 FEET (THE LONG CHORD OF WHICH BEARS N67º40'25"E, A LONG CHORD DISTANCE OF 42.36 FEET); THENCE ALONG THE ARC OF A 190.53 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°19'45", AN ARC LENGTH OF 60.95 FEET (THE LONG CHORD OF WHICH BEARS S882929"E, A LONG CHORD DISTANCE OF 60.69 FEET); THENCE S83°11'25"E, A DISTANCE OF 28.72 FEET; THENCE S85°01'57"E, A DISTANCE OF 26.78 FEET; THENCE ALONG THE ARC OF A 194.44 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°03'39", AN ARC LENGTH OF 47.72 FEET (THE LONG CHORD OF WHICH BEARS N86°50'23"E, A LONG CHORD DISTANCE OF 47.60 FEET); THENCE ALONG THE ARC OF A 343.25 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°25'16", AN ARC LENGTH OF 44.46 FEET (THE LONG CHORD OF WHICH BEARS N83°56'52"E, A LONG CHORD DISTANCE OF 44.43 FEET) TO A POINT ON THE EAST LINE OF SAID SE1/4 SW1/4, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SW1/4 SE1/4) OF SAID SECTION 4; THENCE S00°58'26"W ALONG THAT LINE COMMON TO SAID SE1/4 SW1/4 AND SAID SW1/4 SW1/4 SE1/4, A DISTANCE OF 11.57 FEET; THENCE S88º14'26"W, A DISTANCE OF 15.20 FEET; THENCE S84°17'10"W, A DISTANCE OF 53.83 FEET; THENCE ALONG THE ARC OF A 260.67 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°32'29", AN ARC LENGTH OF 52.51 FEET (THE LONG CHORD OF WHICH BEARS N88°49'42"W, A LONG CHORD DISTANCE OF 52.42 FEET); THENCE N83°11'41"W, A DISTANCE OF 29.39 FEET: THENCE N84°46'02"W, A DISTANCE OF 24 78 FEET; THENCE ALONG THE ARC OF A 95.26 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°25'48", AN ARC LENGTH OF 47.27 FEET (THE LONG CHORD OF WHICH BEARS S80°54'15"W, A LONG CHORD DISTANCE OF 46.78 FEET); THENCE ALONG THE ARC OF A 332.85 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°25'29", AN ARC LENGTH OF 43.13 FEET (THE LONG CHORD OF WHICH BEARS S64°58'22"W, A LONG CHORD DISTANCE OF 43.10 FEET); THENCE S58°48'05" W, A DISTANCE OF 30.42 FEET; THENCE ALONG THE ARC OF A 159.86 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°55'29", AN ARC LENGTH OF 30.48 FEET (THE LONG CHORD OF WHICH BEARS S64°00'00"W, A LONG CHORD DISTANCE OF 30.44 FEET); THENCE \$70°22'59"W, A DISTANCE OF 45.20 FEET; THENCE \$71°03'56"W, A DISTANCE OF 55.10 FEET; PAGE 2 OF 5 THENCE ALONG THE ARC OF A 106.72 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°36'33", AN ARC LENGTH OF 47.70 FEET (THE LONG CHORD OF WHICH BEARS S83°09'52"W, A LONG CHORD DISTANCE OF 47.30 FEET);

THENCE N83°42'30"W, A DISTANCE OF 44.99 FEET;

THENCE ALONG THE ARC OF A 68.66 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°28'46", AN ARC LENGTH OF 61.69 FEET (THE LONG CHORD OF WHICH BEARS S69°13'51"W, A LONG CHORD DISTANCE OF 59.64 FEET);

THENCE ALONG THE ARC OF A 135.57 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°42'55", AN ARC LENGTH OF 32.45 FEET (THE LONG CHORD OF WHICH BEARS \$40°57'03"W, A LONG CHORD DISTANCE OF 32.38 FEET);

THENCE \$33°44'08"W, A DISTANCE OF 46.68 FEET;

THENCE ALONG THE ARC OF A 155.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°27'20", AN ARC LENGTH OF 101.43 FEET (THE LONG CHORD OF WHICH BEARS \$54°10'57"W, A LONG CHORD DISTANCE OF 99.63 FEET);

THENCE ALONG THE ARC OF A 703.98 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°24'06", AN ARC LENGTH OF 103.23 FEET (THE LONG CHORD OF WHICH BEARS S80°56'15"W, A LONG CHORD DISTANCE OF 103.14 FEET);

THENCE \$85°55'01"W, A DISTANCE OF 50.35 FEET;

THENCE ALONG THE ARC OF A 689.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°21'41", AN ARC LENGTH OF 88.62 FEET (THE LONG CHORD OF WHICH BEARS S83°25'36"W, A LONG CHORD DISTANCE OF 88.56 FEET);

THENCE \$76°15'08"W, A DISTANCE OF 38-11 FEET;

THENCE ALONG THE ARC OF A 120.61 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°11'37", AN ARC LENGTH OF 53.03 FEET (THE LONG CHORD OF WHICH BEARS \$88°13'14"W, A LONG CHORD DISTANCE OF 52.61 FEET);

THENCE N78°22'22"W, A DISTANCE OF 19.98 FEET;

THENCE ALONG THE ARC OF A 107.10 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°24'04", AN ARC LENGTH OF 144.68 FEET (THE LONG CHORD OF WHICH BEARS S65°35'56"W, A LONG CHORD DISTANCE OF 133.93 FEET);

THENCE ALONG THE ARC OF A 268.22 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°54'26", AN ARC LENGTH OF 107.24 FEET (THE LONG CHORD OF WHICH BEARS S14°10'25"W, A LONG CHORD DISTANCE OF 106.52 FEET) TO A POINT ON THE SOUTH LINE OF SAID SE1/4 SW1/4, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF LOT 1 OF SAID GLEA'S SUBDIVISION;

THENCE N88°50'58"W ALONG THAT LINE COMMON TO SAID SE1/4 SW1/4 AND SAID LOT 1, A DISTANCE OF 9.45 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 16,984 SQUARE FEET (0.39 ACRES) OF LAND, MORE OR LESS.

#### PREPARED BY:

KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965 FOR AND ON BEHALF OF RAMPART SURVEYS, INC. P.O. BOX 5101 WOODLAND PARK, COLORADO 80866 719-687-0920



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		EXHI	BIT "F	ORES	T ,	SER	VIC.	E LA	IND"		
	CURVE T			1 . 1				- - -			
CURVE			CHORD DIST.								
CI	08'59'07" 276.47' 43.36'	N04'21'16"E	43.31'				. 1	· .		a daga kata kata	
C2	24'33'17" 140.24' 60.10'	N17'13'55"E	59.64'	1					× .		
C3	65'54'56" 119.93' 137.97'	N66'58'22"E	130.48'								
C4	25'31'14" 108.16' 48.18'	N88'25'14"E	47.78'					LEG	END:		
C5	07'27'54" 431.37' 56.20'	N79'44'34"E	56.16'	·							
C6	09'59'03" 260.38' 45.37'	N85'41'13"E	45.32	}				4	FOUND 2-1/2" U.S.C	LO BRASS CAP	
C7	07'26'36" 875.44' 113.73'	N84'10'56"E	113.65'					-	/		
CB	37'47'28" 144.15' 95.08'	N63'42'39"E	93.37		· .			202	FOUND 5/8" REBAR	(NO CAP)	•
C9	13'20'10" 315.95' 73.54'	N36'26'53"E	73.38'					- • -	(1/4 CORNER)	(1.0 0.0.)	
C10	69'08'46" 89.92' 108.52	N61'56'36"E	102.05'	· ·						· .	
C11	24'58'14" 122.32' 53.31'	N81'51'20"E	52.89'							•	
C12	06'59'33" 281.09' 34.30'	N65'42'01"E	34.28'							• •	
C13	13'48'12" 176.23' 42.46'	N67'40'25"E	42.36'	1						· · ·	•
C14	18'19'45" 190.53' 60.95'	S88'29'29"E	60.69'						· .		
C15	14'03'39" 194.44' 47.72'	N86'50'23"E	47.60'		·	• • •					· · ·
C16	07'25'16" 343.25' 44.46'	NB3'56'52"E	44.43'	1						· · ·	
C17	11'32'29" 260.67' 52.51'	N88'49'42"W	52.42'	1						-	
C18	28'25'48" 95.26' 47.27'	S80'54'15"W	46.78'			a na ng	· .			a ta a ta	e e weer
C19	07'25'29" 332.85' 43,13'	\$64'58'22"W	43.10'						per.		
C20	10*55'29" 159.86' 30.48'	S64'00'00"W	30.44'								
C21	25'36'33" 106.72' 47.70'	S83'09'52"W	47.30'							-	
C22	51'28'46" 68.66' 61.69'	S69'13'51"W	59.64'								*
C23	13'42'55" 135.57' 32.45'	S40'57'03"W	32.3B'	-				2			
C24	37"27'20" 155.15' 101.43	S54'10'57"W	99.63	1					an a		
C25	08'24'06" 703.98' 103.23	' \$80'56'15"W	103.14'			<b>`</b> • .					
C26	07'21'41" 689.79' 88.62'	S83'25'36"W	88.55'							n state	
C27	2511'37" 120.61' 53.03'	S881314"W	52.61'			· .				RAMP	defail broke have a lock
C28			133.93							SUF	RVEYS
C29	22'54'26" 268.22' 107.24	' S14'10'25"W	106.52'							P.0. Box 5101	
				. <b>I</b> .				•		Woodland Park, Cl	0. 8086 <b>6</b>
									PAGE 5 OF 5	(719) 687–0920	

itiongiestar FS. dwg. 213/2014 4.12.30 PM, NRS-SBS IITOSHEA 6-57UDIO20

#### EXHIBIT "C"

#### LEGAL DESCRIPTION - ACCESS EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 212093476 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SWI/4 SEI/4) OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M, EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SW1/4 SE1/4) OF SAID SECTION 4, AS MONUMENTED BY A 5/8" REBAR (NO CAP), FROM WHICH THE SOUTHEAST CORNER OF SAID SW1/4 SW1/4 SE1/4, AS MONUMENTED BY A 3/4" REBAR (NO CAP) BEARS N89°16'38"E, A DISTANCE OF 668.69 FEET, AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N00°58'26"E ALONG THE WEST LINE OF SAID SW1/4 SW1/4 SE1/4, A DISTANCE OF 449.09 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE N00°58'26"E CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 11.57 FEET; THENCE ALONG THE ARC OF A 215.06 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°43'36", AN ARC LENGTH OF 66.54 FEET (THE LONG CHORD OF WHICH BEARS S84°30'24"E, A LONG CHORD DISTANCE OF 66.27 FEET);

THENCE ALONG THE ARC OF A 747.69-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°59'08", AN ARC LENGTH OF 65.06 FEET (THE LONG CHORD OF WHICH BEARS \$74°38'45"E, A LONG CHORD DISTANCE OF 65.04 FEET);

THENCE S70°33'31"E. A DISTANCE OF 59.57 FEET;

THENCE ALONG THE ARC OF A 77.65 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°50'19", AN ARC LENGTH OF 52.64 FEET (THE LONG CHORD OF WHICH BEARS N89°5)'41"E, A LONG CHORD DISTANCE OF 51.63 FEET);

THENCE ALONG THE ARC OF A 179.62 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°27'24", AN ARC LENGTH OF 51.59 FEET (THE LONG CHORD OF WHICH BEARS N63°03'01"E, A LONG CHORD DISTANCE OF 51.41 FEET);

THENCE N57°08'13"E, A DISTANCE OF 71.07 FEET;

THENCE ALONG THE ARC OF A 526.20 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°30'26", AN ARC LENGTH OF 133.23 FEET (THE LONG CHORD OF WHICH BEARS N50°03'35"E. A LONG CHORD DISTANCE OF 132.88 FEET);

THENCE N41°11'02"E, A DISTANCE OF 108.94 FEET;

THENCE N51°29'05"E, A DISTANCE OF 58.58 FEET;

THENCE ALONG THE ARC OF A 578.90 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°35'55", AN ARC LENGTH OF 56.57 FEET (THE LONG CHORD OF WHICH BEARS N58°34'22"E. A LONG CHORD DISTANCE OF 56.54 FEET);

THENCE ALONG THE ARC OF A 94.72 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°11'37", AN ARC LENGTH OF 33.38 FEET (THE LONG CHORD OF WHICH BEARS N66°41'58"E. A LONG CHORD DISTANCE OF 33.21 FEET);

THENCE ALONG THE ARC OF A 74.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°56'27", AN ARC LENGTH OF 42.77 FEET (THE LONG CHORD OF WHICH BEARS N88°58'04"E, A LONG CHORD DISTANCE OF 42.19 FEET);

THENCE \$76°26'39"E, A DISTANCE OF 38.76 FEET;

PAGE 1 OF 6

THENCE ALONG THE ARC OF A 79.77 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 39°03'38", AN ARC LENGTH OF 54.38 FEET (THE LONG CHORD OF WHICH BEARS N86°50'29"E, A LONG CHORD DISTANCE OF 53.34 FEET);

THENCE ALONG THE ARC OF A 594.32 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°13'06", AN ARC LENGTH OF 64.50 FEET (THE LONG CHORD OF WHICH BEARS N56°24'28"E, A LONG CHORD DISTANCE OF 64.47 FEET);

THENCE ALONG THE ARC OF A 308.83 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°37'09", AN ARC LENGTH OF 68.02 FEET (THE LONG CHORD OF WHICH BEARS N63°29'55"E, A LONG CHORD DISTANCE OF 67.88 FEET);

THENCE ALONG THE ARC OF A 102.93 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°38'36", AN ARC LENGTH OF 40.68 FEET (THE LONG CHORD OF WHICH BEARS N56°05'09"E, A LONG CHORD DISTANCE OF 40.41 FEET);

THENCE ALONG THE ARC OF A 84.51 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°33'05", AN ARC LENGTH OF 45.06 FEET (THE LONG CHORD OF WHICH BEARS

N26°42'28"E, A LONG CHORD DISTANCE OF 44.53 FEET);

THENCE N12°44'22"E, A DISTANCE OF 21.67 FEET; THENCE N06°51'17"E, A DISTANCE OF 16.27 FEET; THENCE N05°05'39"E, A DISTANCE OF 31.24 FEET;

1982

THENCE N04°10'58"W, A DISTANCE OF 9.26 FEET; THENCE N14°15'28"W, A DISTANCE OF 22.80 FEET;

THENCE N17°02'29"W, A DISTANCE OF 20.64 FEET; THENCE N22°21'12"W, A DISTANCE OF 26.18 FEET;

THENCE ALONG THE ARC OF A 52.38 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°37'32", AN ARC LENGTH OF 39.88 FEET (THE LONG CHORD OF WHICH BEARS N38°11'37"W, A LONG CHORD DISTANCE OF 38.92 FEET);

THENCE N60°07'11"W, A DISTANCE OF 19.56 FEET;

THENCE ALONG THE ARC OF A 85.05 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°57'53", AN ARC LENGTH OF 32.60 FEET (THE LONG CHORD OF WHICH BEARS N84°09'26"W, A LONG CHORD DISTANCE OF 32.41 FEET);

THENCE S78°05'32"W, A DISTANCE OF 12.74 FEET;

THENCE ALONG THE ARC OF A 35.36 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52°35'16", AN ARC LENGTH OF 32.45 FEET (THE LONG CHORD OF WHICH BEARS N82°06'27"W, A LONG CHORD DISTANCE OF 31.33 FEET);

THENCE ALONG THE ARC OF A 44.68 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 62°48'09", AN ARC LENGTH OF 48.97 FEET (THE LONG CHORD OF WHICH BEARS N22°14'37"W. A LONG CHORD DISTANCE OF 46.56 FEET);

THENCE N12°36'54"E, A DISTANCE OF 53.98 FEET;

THENCE ALONG THE ARC OF A 32.83 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 49°40'53", AN ARC LENGTH OF 28.47 FEET (THE LONG CHORD OF WHICH BEARS N11°17'18"W, A LONG CHORD DISTANCE OF 27.59 FEET);

THENCE N36°31'00"W, A DISTANCE OF 24.25 FEET;

THENCE ALONG THE ARC OF A 136.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°33'31", AN ARC LENGTH OF 37.00 FEET (THE LONG CHORD OF WHICH BEARS N28°19'56"W, A LONG CHORD DISTANCE OF 36.89 FEET);

THENCE ALONG THE ARC OF A 1498.36 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°01'12", AN ARC LENGTH OF 105.13 FEET (THE LONG CHORD OF WHICH BEARS N15°17'43"W, A LONG CHORD DISTANCE OF 105.11 FEET);

THENCE NI4°56'22"W, A DISTANCE OF 33.06 FEET TO A POINT ON THE NORTH LINE OF SAID SWI/4 SE1/4, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 4;

THENCE N89°57'28"E ALONG THAT LINE COMMON TO SAID SW1/4 SE1/4 AND SAID NW1/4 SE1/4, A DISTANCE OF 9.45 FEET;

PAGE 2 OF 6

#### THENCE \$15°27'36"E, A DISTANCE OF 124.48 FEET;

THENCE ALONG THE ARC OF A 143.25 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°39'54", AN ARC LENGTH OF 46.67 FEET (THE LONG CHORD OF WHICH BEARS \$24°12'10"E, A LONG CHORD DISTANCE OF 46.46 FEET);

THENCE \$35°51'26"E, A DISTANCE OF 25.14 FEET;

THENCE ALONG THE ARC OF A 49.47 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45°31'41", AN ARC LENGTH OF 39.31 FEET (THE LONG CHORD OF WHICH BEARS S12°27'18"E, A LONG CHORD DISTANCE OF 38.28 FEET);

THENCE \$13°47'09"W, A DISTANCE OF 47.23 FEET:

THENCE ALONG THE ARC OF A 35.32 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59°40'55", AN ARC LENGTH OF 36.79 FEET (THE LONG CHORD OF WHICH BEARS S20°18'00"E, A LONG CHORD DISTANCE OF 35.15 FEET);

THENCE ALONG THE ARC OF A 31.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 39°34'27", AN ARC LENGTH OF 21.96 FEET (THE LONG CHORD OF WHICH BEARS S80°39'15"E, A LONG CHORD DISTANCE OF 21.52 FEET);

THENCE N79°52'00"E, A DISTANCE OF 21.02 FEET;

THENCE ALONG THE ARC OF A 71.08 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°36'02", AN ARC LENGTH OF 70.22 FEET (THE LONG CHORD OF WHICH BEARS \$69°39'25"E, A LONG CHORD DISTANCE OF 67.40 FEET);

THENCE ALONG THE ARC OF A 155.01 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°42'15", AN ARC LENGTH OF 58.72 FEET (THE LONG CHORD OF WHICH BEARS \$27°13'44"E, A LONG CHORD DISTANCE OF 58.37 FEET);

THENCE ALONG THE ARC OF A 172.49 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°40'47", AN ARC LENGTH OF 56.24 FEET (THE LONG CHORD OF WHICH BEARS \$10°35'04"E, A LONG CHORD DISTANCE OF 55.99 FEET);

THENCE ALONG THE ARC OF A 833.57 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°39'04", AN ARC LENGTH OF 53.12 FEET (THE LONG CHORD OF WHICH BEARS

S04°16'50"W, A LONG CHORD DISTANCE OF 53.11 FEET); THENCE S12°42'53"W, A DISTANCE OF 11.96 FEET;

THENCE ALONG THE ARC OF A 147.95 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°01'34", AN ARC LENGTH OF 49.13 FEET (THE LONG CHORD OF WHICH BEARS S18°22'54"W, A LONG CHORD DISTANCE OF 48.91 FEET);

THENCE ALONG THE ARC OF A 101.48 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°45'30", AN ARC LENGTH OF 40.31 FEET (THE LONG CHORD OF WHICH BEARS S52°16'17"W, A LONG CHORD DISTANCE OF 40.05 FEET);

THENCE ALONG THE ARC OF A 1351.53 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°08'47", AN ARC LENGTH OF 50.63 FEET (THE LONG CHORD OF WHICH BEARS

S65°45'05"W, A LONG CHORD DISTANCE OF 50.62 FEET);

THENCE S62°09'01"W, A DISTANCE OF 29.38 FEET; THENCE S54°52'46"W, A DISTANCE OF 30.72 FEET;

THENCE S57°19'50"W, A DISTANCE OF 26.23 FEET;

THENCE ALONG THE ARC OF A 83.78 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°01'35", AN ARC LENGTH OF 43.91 FEET (THE LONG CHORD OF WHICH BEARS \$73°47'21"W, A LONG CHORD DISTANCE OF 43.41 FEET);

THENCE ALONG THE ARC OF A 114.82 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°47'56", AN ARC LENGTH OF 37.67 FEET (THE LONG CHORD OF WHICH BEARS N81°22'32"W, A LONG CHORD DISTANCE OF 37.50 FEET);

THENCE N72°53'25"W, A DISTANCE OF 17.64 FEET;

THENCE ALONG THE ARC OF A 97.13 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°14'11", AN ARC LENGTH OF 64.82 FEET (THE LONG CHORD OF WHICH BEARS S88°07'46"W, A LONG CHORD DISTANCE OF 63.62 FEET);

THENCE S65°03'43"W, A DISTANCE OF 6.91 FEET;

THENCE S57°38'48"W, A DISTANCE OF 13.16 FEET;

PAGE 3 OF 6

#### THENCE \$57°15'50"W, A DISTANCE OF 54.08 FEET;

THENCE ALONG THE ARC OF A 390.58 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°15'29", AN ARC LENGTH OF 90.38 FEET (THE LONG CHORD OF WHICH BEARS S46°57'09"W, A LONG CHORD DISTANCE OF 90.18 FEET);

THENCE \$41°04'10"W, A DISTANCE OF 78.14 FEET;

THENCE ALONG THE ARC OF A 459.66 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°51'20", AN ARC LENGTH OF 119.18 FEET (THE LONG CHORD OF WHICH BEARS S49°36'29"W, A LONG CHORD DISTANCE OF 118.85 FEET);

THENCE \$57°13'53"W, A DISTANCE OF 93.60 FEET;

THENCE ALONG THE ARC OF A 164.45 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°44'57", AN ARC LENGTH OF 45.20 FEET (THE LONG CHORD OF WHICH BEARS S65°08'46"W, A LONG CHORD DISTANCE OF 45.06 FEET);

THENCE ALONG THE ARC OF A 96.85 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°53'35", AN ARC LENGTH OF 57.29 FEET (THE LONG CHORD OF WHICH BEARS N87°57'28"W, A LONG CHORD DISTANCE OF 56.46 FEET);

THENCE N70°08'13"W, A DISTANCE OF 46.69 FEET;

THENCE ALONG THE ARC OF A 685.53 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°03'53", AN ARC LENGTH OF 96.49 FEET (THE LONG CHORD OF WHICH BEARS N75°13'06"W, A LONG CHORD DISTANCE OF 96.41 FEET);

THENCE ALONG THE ARC OF A 277.07 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°09'40", AN ARC LENGTH OF 44.30 FEET (THE LONG CHORD OF WHICH BEARS N87°54'46"W, A LONG CHORD DISTANCE OF 44.25 FEET) TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 19,678 SQUARE FEET (0.45 ACRES) OF LAND, MORE OR LESS.

#### PREPARED BY:

KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965 FOR AND ON BEHALF OF RAMPART SURVEYS, INC. P.O. BOX 5101 WOODLAND PARK, COLORADO 80866 719-687-0920

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#### PAGE 4 OF 6



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}	CURVE	DELTA		LENGTH	CHORD BRG	CHORD DIS	r l	
		17:43'36"	215.06	66.54'	S84'30'24"			1
		04'59'08"	747.69	65.06'	574'38'45"			
		38'50'19"	77.65'	52.64	N89'51'41"E		-11	
		16*27'24*	179.62	51.59'	N63'03'01"			
		14'30'26"	526.20'	133.23	N50'03'35"		-11	1
· ·		05'35'55"	578.90'	56.57	N58'34'22"			1
	C7	2071'37"	94.72	33.38'	N66'41'58"		-1	
	C8	32'56'27"	74.40'	42.77'	N88'58'04"	the second s		
1 - F - F	C9	39'03'38"	79.77	54.38	N86'50'29"		-11	
and the second		0673'06"	594.32'	64.50'	N56'24'28"	and the second se		
,	C10 C11	12'37'09"	308.83	68.02	N63'29'55"			
1.14	C12	22'38'36"	102.93'	40.68	N56'05'09"		-11	1
		30'33'05"	84.51	45.06'	N26'42'28	the second s	-11	
	C13	43'37'32"	52.38	39.88'	N3811'37"		-11	
· · · / (	C14	21'57'53"	85.05	32.60'	NB4'09'26"		-11	
	C15	52°35'16"	35.36'	32.45	N82'06'27"			
	C16	62'48'09"	44,68	48.97'	N2214'37"		-11	
	C17	49'40'53"	32.83'	28,47'	N1177'18"W			1
2 C (	<u>C18</u>			37.00'	N2879'56"	and the second sec		1
	C19	15'33'31"	136.27	105.13'	N15'17'43"			
· · ·	C20	04'01'12"	1498.36' 143.25'	46.67	52472'10"			
	C21	18'39'54"		39.31	S12'27'18"		- ( ^{12, 53} )	<b>·</b>
	C22	45'31'41"	49.47	36.79	520'18'00"			1
]	C23	59'40'55"	35.32'	21.96'	S80'39'15"			
1	C24	39'34'27"	31.79'		S69'39'25"			
1	C25	56'36'02"	71.08	70.22	S2713'44"			
	C26	21'42'15"	155.01	58.72	S10'35'04"			
	C27	18'40'47"	172.49	56.24	50476'50"			
the spectrum	C28	03'39'04"	833.57	53.12	S18'22'54"	the second data and the second		
	C29	19'01'34"	147.95	49.13				
	C30	22'45'30"	101.48'	40.31	S5276'17"			
	C31	02'08'47"	1351.53'	50.63	S65'45'05"	and the second division of the second divisio		
Markey and	C32	30'01'35"	83.78'	43.91	573'47'21"	the second s		
	C33	18'47'56"	114.82	37.67	N81'22'32"			
	C34	38'14'11"	97.13'	64.82	S88'07'46"			
	C35	1315'29"	390.58	90.38'	_S46'57'09"			
	C36	14'51'20"	459.66'	119.18'	S49'36'29"			1
	C37	15'44'57"	164.45	45.20'	S65'08'46"			
	C38	33'53'35"	96.85	57 2 <b>9'</b>	N87'57'28"			
	C39	08'03'53"	685.53'	96.49'	N7513'06"		·	
	C40	09'09'40"	277.07'	44.30'	N87'54'46"	₩ 44.25'	]	
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# EXHIBIT 5 LEGAL DESCRIPTION OF THE SPUR ROAD

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#### EXHIBIT "D"

#### LEGAL DESCRIPTION - ACCESS EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 212093476 OF THE RECORDS OF THE EI PASO COUNTY CLERK AND RECORDER, LOCATED IN THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (E1/2 SW1/4 SE1/4) OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M, EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS!

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NEI/4 SW1/4 SEI/4) OF SAID SECTION 4, AS MONUMENTED BY A 3/4" REBAR (NO CAP), FROM WHICH THE SOUTHEAST CORNER OF SAID NE1/4 SW1/4 SEI/4, AS MONUMENTED BY A 3/4" REBAR (NO CAP) BEARS N89°35'17"E, A DISTANCE OF 666.09 FEET, AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N66°06'00"E, A DISTANCE OF 268.29 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE ALONG THE ARC OF A 101.48 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°32'13", AN ARC LENGTH OF 25.75 FEET (THE LONG CHORD OF WHICH BEARS N50°49'04"E, A LONG CHORD DISTANCE OF 25.68 FEET);

THENCE ALONG THE ARC OF A 105.16 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°58'37", AN ARC LENGTH OF 21.98 FEET (THE LONG CHORD OF WHICH BEARS S16°36'02"W, A LONG CHORD DISTANCE OF 21.94 FEET);

THENCE ALONG THE ARC OF A 224.12 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°48'23", AN ARC LENGTH OF 34.45 FEET (THE LONG CHORD OF WHICH BEARS \$47°01'30"W, A LONG CHORD DISTANCE OF 34.41 FEET);

THENCE S52°44'22"W, A DISTANCE OF 20.77 FEET;

THENCE ALONG THE ARC OF A 265.05 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°03'06", AN ARC LENGTH OF 51.12 FEET (THE LONG CHORD OF WHICH BEARS \$45°50'49"W, A LONG CHORD DISTANCE OF 51.05 FEET);

THENCE \$42°30'40"W, A DISTANCE OF 79.23 FEET;

THENCE \$44°14'51"W, A DISTANCE OF 51.36 FEET;

THENCE ALONG THE ARC OF A 21.18 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34°48'20", AN ARC LENGTH OF 12.87 FEET (THE LONG CHORD OF WHICH BEARS S26°02'55"W, A LONG CHORD DISTANCE OF 12.67 FEET) TO A POINT ON THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 213059190 OF SAID COUNTY RECORDS;

THENCE N82°48'12"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 11.11 FEET;

PAGE 1 OF 3

THENCE ALONG THE ARC OF A 17.78 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°18'24", AN ARC LENGTH OF 6.61 FEET (THE LONG CHORD OF WHICH BEARS N14°29'51"E, A LONG CHORD DISTANCE OF 6.58 FEET);

THENCE ALONG THE ARC OF A 116.84 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°33'02", AN ARC LENGTH OF 31.71 FEET (THE LONG CHORD OF WHICH BEARS N40°28'17"E, A LONG CHORD DISTANCE OF 31.61 FEET);

THENCE N45°34'42"E, A DISTANCE OF 28.23 FEET;

THENCE N42°59'53"E, A DISTANCE OF 93.35 FEET;

THENCE ALONG THE ARC OF A 271.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°01'54", AN ARC LENGTH OF 56.99 FEET (THE LONG CHORD OF WHICH BEARS N44°37'57"E, A LONG CHORD DISTANCE OF 56.89 FEET);

THENCE N55°32'49"E, A DISTANCE OF 17.16 FEET;

THENCE N44°52'06"E, A DISTANCE OF 14.76 FEET;

THENCE N03°03'58"E, A DISTANCE OF 2.48 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 2,709 SQUARE FEET (0.06 ACRES) OF LAND, MORE OR LESS.

#### PREPARED BY: KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965 FOR AND ON BEHALF OF RAMPART SURVEYS, INC. P.O. BOX 5101 WOODLAND PARK, COLORADO 80866

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PAGE 2 OF 3

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El Paso County, Colorado MARK LOWDERMAN, TREASURER

DATE January 12, 2018 PROPERTY TAX STATEMENT TAXES FOR 2017 DUE 2018

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83000-00-090 FRIENDS UNIVERSITY 2100 W UNIVERSITY AVE WICHITA KS 67213-3379 SCHEDULE (ACCOUNT) NUMBER 83000-00-090

**PROPERTY LOCATION** 0 04-13-68

**PROPERTY DESCRIPTION** E2SE4 SEC 04-13-68

TAX DISTRICT	HB-	ACTUAL VALUE	\$	147,200	ASSESSED VALUE	\$	42,690
TAX RATE 0.007635 0.000330 0.046469 0.005531 0.003812	MANITOU SF	JNTY BRIDGE (UNSHARED) PRINGS SCHOOL NO 14 PRINGS SCHOOL NO 14	- GEN - BOND		TAX A	$\begin{array}{c} \text{MOUNT} \\ 325.94 \\ 14.09 \\ 1,983.76 \\ 236.12 \\ 162.73 \end{array}$	
	*TEMPORAR	Y TAX RATE REDUCTIO	N/TAX CR	EDIT			
0.063777	TOTAL TAX R	ATE TOTA	L TAXES	PAYABLE	\$	2,722.64	

# 2018830000009001500000000000001361328

NOTE: Tax bills must be mailed to the property owner. If you have a mortgage, check with them before paying your taxes.

TO PAY ON-LINE OR VIEW YOUR ACCOUNT: HTTP://TRS.ELPASOCO.COM

MAKE CHECKS PAYABLE TO: EL PASO COUNTY TREASURER

MAIL PAYMENT TO: EL PASO COUNTY TREASURER P.O. BOX 2018 COLO. SPGS., CO 80901-2018

TELEPHONE 719-520-7900 e-mail: trsweb@elpasoco.com Office Location: 1675 Garden of the Gods Rd, Suite 2100, Colo. Spgs., CO 80907 YOUR SCHOOL DISTRICT GENERAL FUND TAX RATE IS 0.046469 ABSENT STATE AID, IT WOULD HAVE BEEN 0.099270

> ADDRESS CHANGE INFORMATION-SEE REVERSE SIDE



2018

2018

#### **EL PASO COUNTY, COLORADO** 2ND HALF - DUE JUNE 15, 2018 NO SECOND HALF STATEMENT WILL BE MAILED

SCHEDULE NUMBER 83000-00-090

**OWNER'S NAME** FRIENDS UNIVERSITY

**SECOND HALF AMOUNT DUE BY 6-15-2018** 

1,361.32

\$

Do you have a mortgage? Check with them before paying your taxes. Include a stamped, self-addressed envelope for a printed receipt.

# 2018830000090015000013613200002722641



EL PASO COUNTY, COLORADO 1ST HALF - DUE FEBRUARY 28, 2018 OR FULL TAX - DUE APRIL 30, 2018

# SCHEDULE NUMBER 83000-00-090

**OWNER'S NAME** FRIENDS UNIVERSITY

FIRST HALF AMOUNT DUE BY 2-28-2018	\$	1,361.32
FULL AMOUNT DUE BY 4-30-2018	\$	2,722.64
Do you have a mortgage? Check with them before paying your taxes.	Ψ	2,122.04

Include a stamped, self-addressed envelope for a printed receipt.



El Paso County, Colorado MARK LOWDERMAN, TREASURER

DATE January 12, 2018 PROPERTY TAX STATEMENT TAXES FOR 2017 DUE 2018

# Դուվիսելիելովի հիրդվիկում է հեղեկությունների հերկել

83000-00-007 FRIENDS UNIVERSITY 2100 W UNIVERSITY AVE WICHITA KS 67213-3379 SCHEDULE (ACCOUNT) NUMBER 83000-00-007

**PROPERTY LOCATION** 0 04-13-68

**PROPERTY DESCRIPTION** NW4SE4 SEC 4-13-68

TAX DISTRICT	HB-	ACTUAL VALUE	\$	599,755	ASSESSED VALUE	\$	43,190
TAX RATE 0.007635 0.000330 0.046469 0.005531 0.003812	MANITOU SF	JNTY BRIDGE (UNSHARED) PRINGS SCHOOL NO 14 PRINGS SCHOOL NO 14	- GEN - BOND			$\begin{array}{c} \text{MOUNT} \\ 329.76 \\ 14.25 \\ 2,007.00 \\ 238.88 \\ 164.64 \end{array}$	
	*TEMPORAR	Y TAX RATE REDUCTIO	N/TAX CR	EDIT			
0.063777	TOTAL TAX R	ATE TOTA	L TAXES	PAYABLE	\$ 2	2,754.53	

2018830000000701900000000000001377266

NOTE: Tax bills must be mailed to the property owner. If you have a mortgage, check with them before paying your taxes.

TO PAY ON-LINE OR VIEW YOUR ACCOUNT: HTTP://TRS.ELPASOCO.COM

MAKE CHECKS PAYABLE TO: EL PASO COUNTY TREASURER

MAIL PAYMENT TO: EL PASO COUNTY TREASURER P.O. BOX 2018 COLO. SPGS., CO 80901-2018

TELEPHONE 719-520-7900 e-mail: trsweb@elpasoco.com Office Location: 1675 Garden of the Gods Rd, Suite 2100, Colo. Spgs., CO 80907 YOUR SCHOOL DISTRICT GENERAL FUND TAX RATE IS 0.046469 ABSENT STATE AID, IT WOULD HAVE BEEN 0.099270

> ADDRESS CHANGE INFORMATION-SEE REVERSE SIDE



2018

#### **EL PASO COUNTY, COLORADO** 2ND HALF - DUE JUNE 15, 2018 NO SECOND HALF STATEMENT WILL BE MAILED

SCHEDULE NUMBER 83000-00-007

**OWNER'S NAME** FRIENDS UNIVERSITY

**SECOND HALF AMOUNT DUE BY 6-15-2018** 

1,377.26

\$

Do you have a mortgage? Check with them before paying your taxes. Include a stamped, self-addressed envelope for a printed receipt.

# 2018830000007019000013772700002754533



# EL PASO COUNTY, COLORADO 1ST HALF - DUE FEBRUARY 28, 2018 OR

FULL TAX - DUE APRIL 30, 2018

SCHEDULE NUMBER 83000-00-007

18	OWNER'S NAME FRIENDS UNIVERSITY		
20	FIRST HALF AMOUNT DUE BY 2-28-2018	\$	$1,\!377.27$
61	FULL AMOUNT DUE BY 4-30-2018	\$	2,754.53
	Do you have a mortgage? Check with them before paying your taxes.	Ψ	2,.01.00

Include a stamped, self-addressed envelope for a printed receipt.



El Paso County, Colorado

MARK LOWDERMAN, TREASURER

DATE January 12, 2018 PROPERTY TAX STATEMENT TAXES FOR 2017 DUE 2018

# լինիկիլիի հետիլինիների հետիլիներին հետիլինինիներին

83000-00-089 FRIENDS UNIVERSITY 2100 W UNIVERSITY AVE WICHITA KS 67213-3379 **TYPE OF PROPERTY** REAL PROPERTY

#### SCHEDULE (ACCOUNT) NUMBER 83000-00-089

#### **PROPERTY LOCATION** 0 04-13-68

### **PROPERTY DESCRIPTION**

TRACT IN SW4SE4 SEC 04-13-68 AS FOLS: COM AT A PT ON S SEC LN WHICH IS 1320.0 FT E OF S4 COR OF SD SEC, TH N A R/A TO SD S LN 375.67 FT FOR POB, CONT NLY ON SAME COURSE 145.0 FT, ANG L 82<20' NWLY 609.6, ANG L 97<40' S 145.0 FT, TH ANG L 82<20' SELY 609.6 FT TO POB, ALSO A TRACT *** DESCRIPTION INCOMPLETE ***

TAX DISTRICT	HB-	ACTUAL VALUE	\$	31,500	ASSESSED VALUE	\$	9,140
TAX RATE 0.007635 0.000330 0.046469 0.005531 0.003812	MANITOU SP	JNTY BRIDGE (UNSHARED) RINGS SCHOOL NO 14 RINGS SCHOOL NO 14	- GEN - BOND		TAX A	$\begin{array}{c} \text{MOUNT} \\ 69.78 \\ 3.02 \\ 424.73 \\ 50.55 \\ 34.84 \end{array}$	
	*TEMPORARY	Y TAX RATE REDUCTIO	N/TAX CRE	DIT			
0.063777	TOTAL TAX R	ATE TOTA	L TAXES I	PAYABLE	\$	582.92	

# 2018830000008901700000000000000291468

NOTE: Tax bills must be mailed to the property owner. If you have a mortgage, check with them before paying your taxes.

TO PAY ON-LINE OR VIEW YOUR ACCOUNT: HTTP://TRS.ELPASOCO.COM

MAKE CHECKS PAYABLE TO: EL PASO COUNTY TREASURER

MAIL PAYMENT TO: EL PASO COUNTY TREASURER P.O. BOX 2018 COLO. SPGS., CO 80901-2018

TELEPHONE 719-520-7900 e-mail: trsweb@elpasoco.com Office Location: 1675 Garden of the Gods Rd, Suite 2100, Colo. Spgs., CO 80907 YOUR SCHOOL DISTRICT GENERAL FUND TAX RATE IS 0.046469 ABSENT STATE AID, IT WOULD HAVE BEEN 0.099270

> ADDRESS CHANGE INFORMATION-SEE REVERSE SIDE



2018

2018

#### **EL PASO COUNTY, COLORADO** 2ND HALF - DUE JUNE 15, 2018 NO SECOND HALF STATEMENT WILL BE MAILED

SCHEDULE NUMBER 83000-00-089

**OWNER'S NAME** FRIENDS UNIVERSITY

## **SECOND HALF AMOUNT DUE BY 6-15-2018**

291.46

\$

Do you have a mortgage? Check with them before paying your taxes. Include a stamped, self-addressed envelope for a printed receipt.

# 201883000008901700002914600000582922



# EL PASO COUNTY, COLORADO 1ST HALF - DUE FEBRUARY 28, 2018 OR

FULL TAX - DUE APRIL 30, 2018

# SCHEDULE NUMBER 83000-00-089

**OWNER'S NAME** FRIENDS UNIVERSITY

FIRST HALF AMOUNT DUE BY 2-28-2018	\$	291.46
FULL AMOUNT DUE BY 4-30-2018	\$	582.92
Do you have a mortgage? Check with them before paying your taxes.	Ψ	002.02

Include a stamped, self-addressed envelope for a printed receipt.

Electric – through Intermountain Rural Electric Association

FY 18 - \$2,884.97 FY 17 - \$3,060.65 FY 16 - \$5,151 FY 15 - \$5,289

Gas – Amerigas – Colorado Springs

FY 18 - \$1,161.92 (propane tank filled - \$1,000)
FY 17 - \$193.55
FY 16 - \$211.94
FY 15 - \$1,209.44 (propane tank filled - \$1,000)



	DO NOT ACCEPT THEE SHOWING ANY EA	RASURES, WHITEOUT, ALTERATIONS OR MUTILATIONS
By a exco state whe	Itaing his or her signature serier assigns, trensfers and conveys unto the purchaser(s) pt as stated on the assignment or reassignment. Federal and Kansas law requires th ement may result in fines and/or imprisonment. Kansas resident must make application to the vehicle with be garaged.	) the vehicle described on this certificate of tille and selfer warrants seme to be free from all fans and encombrances hat the selfer state the mileage in connection with the transfer of ownership. Failure to complete or providing a fails in for tille within 30 days of the date the vehicle was sold and detivated in the county treasurer's motor vehicle office
	The undersigned hereby can fies that the vehicle described in this title has been the	ansferred to the following printed name and address;
	(Kane of Purchasens)	City Ştate ZIP
	Address	City State ZiP
ш		
Ę	Lienholder or Secured Party	Address
ASSIGNMENT OF TITLE	<ol> <li>selfer(s), cently to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</li> </ol>	Vehicle was sold
o ۲	The mileage stated is in excess of the	(Selfer MUST record the date.) Nonth DayYear
E	mechanical limits of the ocometer.	We, the undersigned hereby swear or affirm that two anylars the seller of the motor vehicle described hereb
NN	CDOMETER READING (No Tenths) The odometer reading is not actual mileace. WARNING-ODOMETER DISCREPANCY.	and that the information provided in this title assignment is true and correct to the best of my/our belief. VW anvare aware that the faw provides severe penalities for making false statements under oath.
Sic	I, buyer(s), am aware of the odometer certification made by seller(s).	
AS		
	Buyer(s) Signature (Authorized Agent, if Deatarship)	Sever Signature (If Dealership, Authorized Agent)
	Buyer's Hand Printed Name (Same Person(s) that Signed Above.)	
	PURCHASE PRICE of the vehicle was: \$	Selier's Hand Printed Name (Same Person(s) that Signed Above.) Dealer Norder, 7 applicable
œ	The undersigned hereby certifies that the vehicle described in this title has been tra	insterred to the following printed name and address:
Ē	Name of Purchaser(s)	
Ш Ш		City State, ZIP
ē	Address	City ZIP
NSI	,	
LICENSED DEALER	Lienholder or Secured Party	Address
	<ol> <li>setter(s), certify to the best of my knowledge that the odometer reading is the actual milleage of the vehicle unless one of the following statements is checked:</li> </ol>	Vehicle was sold and delivered on:
ΓBΥ	The mileage stated is in excess of the	(Seiter MUST record the date.)MonthDayYear
N W	macharical units of the boometer.	I, the undersigned, hereby swear or affirm that I am the seller of the motor vahicle described herein and that the Information provided in this title reassignment is true and correct to the best of my belief. I am aware that the law
MN	ODOMETER READING The odometer reading is not actual mileage. (No Tenths) WARNING-ODOMETER DISCREPANCY.	provides severe penalities for making false statements under dath.
ാ	let the second the second s	
ឆ	1, buyer(s), am aware of the odometer certification made by seller(s).	
-ASSI		Satian Signature (Authorized Agent of Destanship))
RE-ASSIGNMENT	1, buyer(s), am aware of the odometer certification made by sever(s).           Buyer(s) Signature (Authorized Agent, 4 Deatership)	Satter Signature (Authorized Agent of Destarship))
	Buyer(s) Signature (Authorized Agent, 4 Dealarship)	
FIRST RE-ASSI		Selfer Signature (Authorized Agent of Destarship)) Selfer's Hand Printed Name (Same Percon(s) that Signed Above.)
	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signed Above.) PURCHASE PRICE (Retail Sale ONLY) S	Seller's Hand Printed Name (Same Person(s) that Signed Above.) DestersNo's Name (Print or Type) Dester Namber
	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signed Above.) PURCHASE PRICE (Retail Sale ONLY) \$	Seller's Hand Printed Name (Same Person(s) that Signed Above.) DestersNo's Name (Print or Type) DestersNo's Name (Print or Type)
FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signed Above.) PURCHASE PRICE (Retail Sale OXLY) \$ The undersigned hereby certifies that the yehicle described in this title has been Ira	Seller's Hand Printed Name (Same Person(s) that Signed Above.)  Dealership's Name (Print or Type)  Dealership's Name (Print or Type)  Dealership's Name and address:
FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signed Above.) PURCHASE PRICE (Retail Sale OXLY) \$ The undersigned hereby certifies that the yehicle described in this title has been Ira	Seller's Hand Printed Name (Same Person(s) that Signed Above.)  Dealership's Name (Print or Type)  Dealership's Name (Print or Type)  Dealership's Name and address:
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signed Above.) PURCHASE PRICE (Retail Sale OXLY) \$ The undersigned hereby certifies that the yehicle described in this title has been Ira	Seller's Hand Printed Name (Same Person(s) that Signed Above.)  Dealership's Name (Print or Type)  Dealership's Name (Print or Type)  Dealership's Name and address:
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signed Above.) PURCHASE PRICE (Retail Sale ONLY) \$	Seller's Hand Printed Name (Same Person(s) that Signed Above.)  Dealership's Name (Print or Type)  Dealership's Name (Print or Type)  Dealership's Name and address:
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signad Above.) PURCHASE PRICE (Retail Sale ONLY) \$ Tha undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s)	Seller's Hand Printed Neme (Same Person(s) that Signed Above.)         Dealership's Name (Print or Type)         Dealership (Pr
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer(s) Hand Printed Name (Same Percor(s) that Signed Above.) PURCHASE PRICE (Retail Sale ONLY) \$ The undersigned hereby certifies that the vehicle described in this title has been Iran Name of Purchaser(s) Address Lienholder or Secured Party	Seller's Hand Printed Neme (Same Person(s) that Signed Abova.)  Dealership's Name (Print or Type)  Dealer Nameer  nsferred to the following printed name and address:  City
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship) Buyer's Hand Printed Name (Same Percor(s) that Signad Above.) PURCHASE PRICE (Retail Sale ONLY) \$ Tha undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s)	Seller's Hand Printed Name (Same Person(s) that Signed Above.)         Dealership's Name (Print or Type)         Dealership's Name (Print or Type)         Dealership's Name and address:
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer's Hand Printed Name (Same Percor(s) that Signad Above.)  PURCHASE PRICE (Retail Sale ONLY) \$  The undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s)  Address Lienholder or Secured Party Liset(s), certify to the best of my knowledge that the odometer reading is the actual mleage of the vehicle unless one of the following statements is checked:  The mileage stated is in excess of the	Seller's Hand Printed Neme (Same Person(s) that Signed Above.)         Destership's Name (Print or Type)         Destership (Print or Type)         City         Address         Vehicle (Vas sold and destership (Print or Type)         Destership (Print or Type)         Destership (Print or Type)         State         Destership (Print or Type)         Address         Vehicle (Vas sold and destership (Print or Type)         Destership (Print or Type)         Destership (Print or Type)         Destership (Print or Type)         State         Destership (Print or T
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer's Hand Printed Name (Same Percor(s) that Signed Above.)  PURCHASE PRICE (Retail Sale ONU') S  The undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s)  Address Litenholder of Secured Party  I, seler(s), certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:  The mileage stated is in excess of the michanical Emits of the odometer.	Seller's Hand Printed Name (Same Person(s) that Signed Above.)         Dealership's Name (Print or Type)         Address         Vehicle was sold         and delivered oni         (Serier MUST record the date)
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer(s) Hand Printed Name (Same Percor(s) that Signad Above.)  PURCHASE PRICE (Retail Sale ONLY) \$  The undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s).  Address Lienholder or Secured Party  Lienholder or Secured Party  Lienholder or Secured Party  Lienholder or Secured Party  Destination and a state of the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:  Destinational limits of the odometer.  ODOMETER READING (No Tenths)  Una odometer Reading is not actual mileage. UNATION-ODOMETER DISCREPANCY.	Seller's Hand Printed Name (Same Person(s) that Signed Above.)         Dealership's Name (Print or Type)         Address         Vehicle was sold         and delivered oni         (Serier MUST record the date)
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)         Buyer's Hand Printed Name (Same Percor(s) that Signed Above.)         PURCHASE PRICE (Retail Sale ONLY) \$	Seller's Hand Printed Neme (Same Person(s) that Signed Above.)         Dealership's Name (Print or Type)         City         State         City
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer's Hand Printed Nema (Sama Percor(s) that Signed Above.)  PURCHASE PRICE (Retail Sale ONLY) S  The undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s)  Address Ltenholder or Secured Party  I, setler(s), certify to the best of my knowledge that the odomater reading is the actual mileage of the vehicle unless one of the following statements is checked:  The mileage stated is in excess of the mechanical traits of the odometer.  DOOMETER READING (No Tenths)  New Yorking-ODOMETER DISCREPANCY.  I, buyer(s), am aware of the odometer certification made by setler(s).	Seller's Hand Printed Neme (Same Percon(s) that Signed Above.)         Dealership's Name (Print or Type)         City
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer(s) Hand Printed Name (Same Percor(s) that Signad Above.)  PURCHASE PRICE (Retail Sale ONLY) \$  The undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s).  Address Lienholder or Secured Party  Lienholder or Secured Party  Lienholder or Secured Party  Lienholder or Secured Party  Destination and a state of the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:  Destinational limits of the odometer.  ODOMETER READING (No Tenths)  Una odometer Reading is not actual mileage. UNATION-ODOMETER DISCREPANCY.	Seller's Hand Printed Neme (Same Percon(s) that Signed Above.)         Dealership's Name (Print or Type)         City
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)         Buyer's Hand Printed Name (Same Percor(s) that Signed Above.)         PURCHASE PRICE (Retail Sale ONU') S         The undersigned hereby certifies that the vehicle described in this title has been Iral         Name of Purchaser(s)         Address         Lienholder or Secured Party         I, setler(s), certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the	Seller's Hand Printed Neme (Same Percon(s) that Signed Abova.)         Dealership's Name (Print or Type)         Dealership         Address         Vehicle was sold         and delivered on;         (Selfer Was sold)         Seller Signature (Authorized Agent of Dealership))
DEALER FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)  Buyer's Hand Printed Nema (Sama Percor(s) that Signed Above.)  PURCHASE PRICE (Retail Sale ONLY) S  The undersigned hereby certifies that the vehicle described in this title has been Iral Name of Purchaser(s)  Address Ltenholder or Secured Party  I, setler(s), certify to the best of my knowledge that the odomater reading is the actual mileage of the vehicle unless one of the following statements is checked:  The mileage stated is in excess of the mechanical traits of the odometer.  DOOMETER READING (No Tenths)  New Yorking-ODOMETER DISCREPANCY.  I, buyer(s), am aware of the odometer certification made by setler(s).	Seller's Hand Printed Neme (Same Person(s) that Signed Abova.)         Dealership's Name (Print or Type)         Dester Names
FIRST	Buyer(s) Signature (Authorized Agent, 4 Dealarship)         Buyer's Hand Printed Name (Same Percor(s) that Signed Above.)         PURCHASE PRICE (Retail Sale ONU') S         The undersigned hereby certifies that the vehicle described in this title has been Iral         Name of Purchaser(s)         Address         Lienholder or Secured Party         I, setler(s), certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the vehicle unless one of the following statements is checked:         Image of the	Seller's Hand Printed Name (Same Person(s) that Signed Above.)         Dealersh'p's Name (Print or Type)         City

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If application for Kansas tille and registration is not made within 30 days of date the vehicle was sold and delivered, penalty and interest will be assessed. Only One Additional Dealer Re-Assignment May be Attached

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Boundary





The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.



Friends University Rockcleft Camp - Property Boundaries El Paso County, Colorado, 125 AC +/-





deemed to be reliat or guarantees as to 844.932.6277 - ma

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Boundary

Cabin

McCurdy Auction P: 316.683.0612



Boundary













Boundary

Riparian



Friends University Rockcleft Camp - Soil Report El Paso County, Colorado, 125 AC +/-





Boundary





# | 🗁 All Polygons 127.2 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
46	Sphinx-Rock outcrop complex, 15 to 80 percent slopes	75.5	59.39	8
47	Sphinx, warm-Rock outcrop complex, 15 to 80 percent slopes	51.7	40.61	8
TOTALS		127.2	100%	8.0

# | 🗁 Boundary 40.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
46	Sphinx-Rock outcrop complex, 15 to 80 percent slopes	22.4	54.98	8
47	Sphinx, warm-Rock outcrop complex, 15 to 80 percent slopes	18.4	45.02	8
TOTALS		40.8	100%	8.0

# | D Boundary 82.3 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
46	Sphinx-Rock outcrop complex, 15 to 80 percent slopes	53.1	64.52	8
47	Sphinx, warm-Rock outcrop complex, 15 to 80 percent slopes	29.2	35.48	8
TOTALS		82.3	100%	8.0

# | 🗁 Boundary 2.0 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
47	Sphinx, warm-Rock outcrop complex, 15 to 80 percent slopes	2.0	100.0	8
TOTALS		2.0	100%	8.0

# | 🗁 Boundary 2.0 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
47	Sphinx, warm-Rock outcrop complex, 15 to 80 percent slopes	2.0	100.0	8
TOTALS		2.0	100%	8.0

# **Capability Legend**

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability Class(non-irrigated)								
	1	2	3	4	5	6	7	8
'Wild Life'		•		•			•	•
Forestry	•							
Limited	•					•	•	
Moderate	•	•	•	•	•	•		
Intense	•							
Limited	•		•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense								

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water



# **TERMS AND CONDITIONS**

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

- 1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
- 2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
- 3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
- 4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- 5. The Real Estate is not offered contingent upon financing.
- 6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract to Buy and Sell Real Estate and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
- 7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
- 8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- 9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

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- 10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract to Buy and Sell Real Estate, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract to Buy and Sell Real Estate executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
- 11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
- 12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
- 13. Broker participation is invited. Broker must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
- 14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract to Buy and Sell Real Estate between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract to Buy and Sell Real Estate.
- 15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
- 16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
- 17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
- 18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

Version (08/18)

# GUIDE TO AUCTION COSTS

# WHAT TO EXPECT

# THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (If Applicable)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (If Applicable)

# THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (If Applicable)
- Document Preparation (If Applicable)
- Notary Fees (If Applicable)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (If Applicable)
- All New Loan Charges (If Obtaining Financing)
- Lender's Title Policy Premiums (If Obtaining Financing)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)





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