



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
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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PRIVATE ROAD SPECIAL USE PERMIT

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.



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Scott Brown**
Email: **sbrown@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Braden McCurdy**
Email: **sfrost@mccurdyauction.com;**
joxborrow@mccurdyauction.com

Report No: **2271763**

Report Effective Date: **August 6, 2018, at 7:30 a.m.**

Property Address: **7218-7382 Lucky 4 Rd., Green Mountain Falls, CO 80819**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee simple, as to Parcels 1, 2 and 3 and an easement as to Parcel 4** interest in the Land described in this Report is owned, at the Report Effective Date, by

[Friends University, a Kansas non-profit corporation](#)

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.



Any questions regarding this report should be directed to: **Scott Brown**
Phone: **316-293-1622**, Email: **sbrown@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **For Informational Purposes Only:**
 - 2017 taxes show Paid in the gross amount of \$2,754.00**
Tax Identification No. 83000-00-007
 - 2017 taxes show Paid in the gross amount of \$2,722.64**
Tax Identification No. 83000-00-090
 - 2017 taxes show Paid in the gross amount of \$582.92**
Tax Identification No. 83000-00-089
6. **NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.**
7. **If the proposed transaction does not represent a sale or lease of substantially all of the assets of Friends University, we require a Board of Directors Resolution authorizing such action.**
 - NOTE: For a sale or lease of substantially all of the assets, furnish a certified copy of evidence of the approval thereof by the affirmative vote of the holders of at least a majority of the outstanding stock of the corporation entitled to vote thereon.**
8. **Recordation of a Statement of Authority pursuant to C.R.S. 38-30-172, for Friends University, a Kansas non-profit corporation, establishing the name of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.**

Any questions regarding this report should be directed to: **Scott Brown**

Phone: **316-293-1622**, Email: **sbrown@security1st.com**

- 9. File a Special Warranty Deed from Friends University to To Be Determined.**
4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2018**, and thereafter.
 8. **Taxes and assessments for the year 2018 and subsequent years, a lien not yet due or payable.**
 9. **Loss or damage arising from any inaccuracy of dimension or quantity of land recited within the description of the premises described in Schedule A.**
 10. **Mineral and water rights with incidental rights associated therewith, as reserved in United States Homestead Certificate No. 3116 recorded April 22, 1896 at Reception No. [15246](#).**
 11. **Water rights including terms, conditions and obligations associated therewith**



Security 1st Title

Any questions regarding this report should be directed to: **Scott Brown**

Phone: **316-293-1622**, Email: **sbrown@security1st.com**

as disclosed by Findings and Decree in El Paso County District Court Case No. 13801 recorded in [Book 1418 at page 501](#).

- 12. Terms and conditions regarding reservation of ingress and egress easement by grantor in Deed recorded September 15, 1978 in Book 3086, page 133 at Reception No. [474543](#).**
- 13. Terms and conditions, including a ten year land use restriction and shared maintenance obligations, disclosed by Easement Agreement dated October 2, 2014 by and between Lucky 4 BL47, LLC and Friends University recorded October 7, 2014 at Reception No. [214091722](#).**
- 14. Rights of parties in possession under unrecorded leases.**

Dated: **August 6, 2018, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

EXHIBIT "A"

Parcel 1:

The Northwest Quarter of Southeast Quarter of Section 4, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado together with the right to use that certain road as now existing from the above described real property to U.S. Highway No. 24 between Colorado Springs and Woodland Park, Colorado, County of El Paso, State of Colorado.

Parcel 2:

The East Half of the Southeast Quarter (E/2 SE/4) of Section Four (4), Township Thirteen South (13 S) Range Sixty-eight West (68 W) of the 6th Principal Meridian, County of El Paso, State of Colorado.

Parcel 3:

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 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 including 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, County of El Paso, State of Colorado.

Parcel 4:

Rights of perpetual non-exclusive ingress and egress contained in Easement Agreement dated October 2, 2014 and recorded October 7, 2014 at Reception No. 214091722.

213059190 05/07/2013 10:36:11
PGS 3 \$21.00 DF \$ 3.20

Electronically Recorded Official Records El Paso County CO
Wayne W. Williams Clerk and Recorder
TD1000 Y



Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

State Documentary Fee
Date: May 07, 2013
\$ 3.20

THIS DEED, made on May 07, 2013 by **STANLEY KENT PATRICK AND ROSE MARIE KINSEY PATRICK** Grantor(s), of the County of Culpeper and State of **VIRGINIA** for the consideration of (\$32,000.00) *** Thirty Two Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to **FRIENDS UNIVERSITY, A KANSAS NONPROFIT CORPORATION** Grantee(s), whose street address is **2100 W. UNIVERSITY AVE. WICHITA, KS 67213**, County of _____, and State of **KANSAS**, the following real property in the County of El Paso, and State of Colorado, to wit:

SEE ATTACHED "EXHIBIT A"

also known by street and number as: **VACANT LAND GREEN MOUNTAIN FALLS CO 80819**

with all its appurtenances and warrants the title to the same, subject to *general taxes and assessments for the year 2013 and subsequent years and those items listed in Exhibit "B" attached hereto and made a part hereof.*

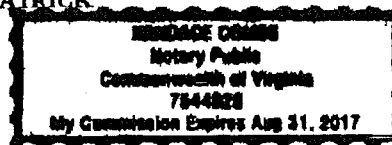
Stanley Kent Patrick
STANLEY KENT PATRICK

Rose Marie Kinsey Patrick
ROSE MARIE KINSEY PATRICK

State of Virginia)
County of Culpeper) ss.

The foregoing instrument was acknowledged before me on this day of May 4th, 2013
by **STANLEY KENT PATRICK AND ROSE MARIE KINSEY PATRICK**

Kandace Combs
Notary Public
My commission expires August 31, 2017



When Recorded Return to: **FRIENDS UNIVERSITY, A KANSAS NONPROFIT CORPORATION**
2100 W. UNIVERSITY AVE. WICHITA, KS 67213

EXHIBIT A

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.

EXHIBIT "B"

1. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED APRIL 22, 1896 AT RECEPTION NO. 15246.

2. RESERVATION OF INGRESS AND EGRESS EASEMENT BY GRANTOR IN DEED RECORDED SEPTEMBER 15, 1978 IN BOOK 3086 AT PAGE 133.

3. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.

Please change to
New address:
12644 Mt. Zion Church Road
Culpeper, VA. 22701
and add my wife's name, Rose Marie Kinsey Patrick to my property deed.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Stanley Kent Patrick, who has an address of ~~301 Jenkins Avenue~~, City of Culpeper, State of Virginia, Grantor, for the sum of Ten Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, remises, releases and quitclaims to the Grantees, Stanley Kent Patrick and Rose Marie Kinsey Patrick, with an address of ~~301 Jenkins Avenue~~, City of Culpeper, State of Virginia, as joint tenants with rights of survivorship, their heirs, personal representatives, estates, successors and assigns, all right, title, interest, claim and demand that the Grantor has in and to the real property in El Paso County, Colorado, as set forth on the attached Exhibit A together with any improvements thereon and appurtenances thereto.

TO HAVE AND TO HOLD the same, together with all appurtenances and privileges thereunto belonging or pertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, in law or equity, to the proper purpose use, and benefit of the Grantees, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor, has executed this Quitclaim Deed this 6th day of MAY, 2008.


Stanley Kent Patrick

ROBERT C. "BOB" BALINK
05/12/2008 01:31:32 PM
Doc \$0.00 Page
Rec \$11.00 1 of 2

El Paso County, CO

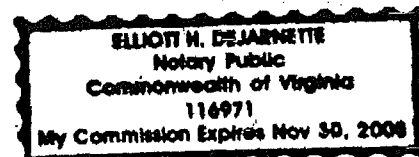



208054150

STATE OF VIRGINIA)
COUNTY OF CULPEPER) §

The forgoing Quitclaim Deed was acknowledged before me this 6th day of MAY, 2008, by Stanley Kent Patrick.

Witness my hand and official seal.




Notary Public

My commission expires: 11-30-08

Address: 114 N. Main St. Culpeper, Va. 22701

Exhibit A

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' Northwesterly a distance of 609.6 feet to a point; thence angle Left 97 degrees 40' South a distance of 145.0 feet to a point; thence angle 82 degrees 20' 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.

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014-19786

1986 JUL -8 PM 4: 24

ARDIS' W. SCHMITT
El Paso County Clerk & Recorder

BOOK 5197 PAGE 0782

QUIT CLAIM DEED

Arabelle Patrick whose address is 1401 Elmwood Drive in Longmont, Colorado 80501, for the consideration of a gift, hereby quit claims and gives to Stanley Kent Patrick whose address is 301 Jenkins Avenue, Culpepper, Virginia 22701, all of her interest in the following real property located in the County of El Paso and the State of Colorado, to wit:

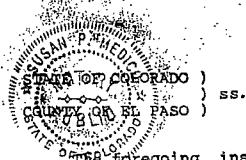
A portion of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 4, in Township 13 South, Range 68 West of the 6th P.M., being the identical tract as conveyed to Martha Aeberhard on May 29, 1941, and recorded in Book 1014 at Page 440 and described as follows:

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' Northwest a distance of 609.6 feet to a point; thence angle Left 97 degrees 40' South a distance of 145.0 feet to a point; thence angle 82 degrees 20' Southeast 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.

STATE DOCUMENTARY

This conveyance includes all appurtenances.

JUL 08 1986

Signed this 7th day of July, 1986.FEE \$ 2.00

Arabelle Patrick
Arabelle Patrick

THE foregoing instrument was acknowledged before me this 7th day of July, 1986 by Arabelle Patrick.

Witness my hand and official seal.

Arabelle Patrick
Notary Public

My Commission Expires: 6-29-88

RECORDER'S NOTE: COPY

WAYNE W. WILLIAMS
10/23/2013 03:11:51 PM
Doc \$0.00 Page
Rec \$11.00 1 of 1

El Paso County, CO



213131774

CERTIFICATE OF VITAL RECORD

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS

COMMONWEALTH OF VIRGINIA - CERTIFICATE OF DEATH
DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS - RICHMOND

REGISTRATION AREA NUMBER 156	CERTIFICATE NUMBER 89	STATE FILE NUMBER 95-046715
1. FULL NAME OF DECEDENT Arabelle Mott Patrick		
3. DATE OF DEATH Nov. 24, 1995		
4. AGE 95		
5. DATE OF BIRTH Nov. 5, 1900		
7. NAME OF HOSPITAL OR INSTITUTION OF DEATH (if none, see clause) Meadowbrook Nursing Home		
8. COUNTY OF DEATH (if independent city, leave blank) Madison		
9. CITY OR TOWN OF DEATH Reva		
10. STREET ADDRESS OR RT. NO. OR PLACE OF DEATH Rt. 607		
11. STATE (OR FOREIGN COUNTRY) OF DECEDENT'S RESIDENCE Virginia		
12. COUNTY OF DECEDENT'S RESIDENCE (if independent city, leave blank) Culpeper		
13. CITY OR TOWN OF RESIDENCE Culpeper		
14. STREET ADDRESS OR RT. NO. OF RESIDENCE 12644 Mt. Zion Church Road		
15. ZIP CODE 22701		
16. NAME OF DECEDENT'S FATHER Wilfred Mott		
17. RACE OF DECEDENT White		
18. IF HISPANIC OR LATINO (Specify race, e.g., Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
19. EDUCATION (Specify only highest grade completed) College (1-4 or 5+) 4		
20. CITIZEN OF WHAT COUNTRY U.S.A.		
21. BIRTHPLACE (state or country) Kansas		
22. NEVER MARRIED <input type="checkbox"/> MARRIED <input checked="" type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input checked="" type="checkbox"/>		
23. IF MARRIED OR WIDOWED, NAME OF SPOUSE (if divorced, leave blank) Ira Wilson Patrick		
24. SOCIAL SECURITY NUMBER Retired		
25. USUAL OR LAST OCCUPATION School Teacher		
26. INFORMANT OR SOURCE OF INFORMATION Stanley Patrick - Son		
28. PART I: Enter the disease, injury, or complication that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (final cause or condition resulting in death) → (A) Atherosclerotic vascular disease		
29. PART II: Other significant conditions contributing to death but not resulting in the underlying cause shown in Part I. None		
23a. AUTOPSY AUTHORIZED BY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
23b. IF FEMALE, WAS THERE A PREGNANCY IN PAST 8 MONTHS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		
23c. IF EXTERNAL CAUSE, IT WAS PRIMARY <input type="checkbox"/> OR CONTRIBUTING <input type="checkbox"/> TO CAUSE OF DEATH		
23d. TIME OF INJURY 9:15 PM		
23e. INJURY OCCURRED <input checked="" type="checkbox"/> while at work <input type="checkbox"/> not while at work		
23f. PLACE OF INJURY (home, farm, factory, school, office, etc.) 11200 Sunset Ln Culpeper Va		
23g. CITY OR TOWN (county) Culpeper		
23h. STATE VA		
23i. DATE SIGNED 11-28-95		
23j. SIGNATURE OF ATTENDING PHYSICIAN M. P. Charles		
23k. ADDRESS OF ATTENDING PHYSICIAN 11200 Sunset Ln Culpeper Va		
29. BURIAL, REMOVAL, CREMATION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Removal <input type="checkbox"/> Cremation		
30. PLACE OF BURIAL, REMOVAL, ETC. Elmwood Cemetery Fruita, Colorado		
31. (Signature of funeral director or person legally filing this certificate) J. N. Western		
32. NAME OF FUNERAL HOME AND ADDRESS Clore Funeral Home, Inc. P. O. Box 100, Culpeper, VA		
33. DATE RECORDED 12/1/95		



This is to certify that this is a true and correct reproduction or abstract of the official record filed with the Virginia Department of Health, Richmond, Virginia

DATE ISSUED **May 14, 2013**

Do not accept unless on security paper with the seal of Virginia Department of Health, Vital Statistics in the lower left hand corner
Section 32 1-272, Code of Virginia, as amended

Janet M Rainey
Janet M Rainey, State Registrar

VS 15B

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

When Recorded
Return to:

Flynn Wright & Fredman, LLC
Plaza of the Rockies, Suite 202
111 S. Tejon Street
Colorado Springs, Colorado 80903

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85

01270481

1985 JUL -2 PM 12:49 BOOK 5030 PAGE 0473 600

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

SINGLE DOCUMENT

JUL 2 1985

FEE \$

GENERAL WARRANTY DEED

THIS INDENTURE made this 14th day of June, 1985, between Stanley D. Brown and Eloise B. Brown, his wife, and Connie B. Brown and Elaine Brown, his wife, of the State of Kansas, Grantors and Arabelle Patrick, whose address is 1401 Elmwood Drive, Longmont, Colorado 80501, of the State of Colorado, Grantee.

WITNESSETH, that the said Grantors, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the Grantee, her heirs and assigns all the following described real estate, situated in the county of El Paso and State of Colorado, to-wit:

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°20' Northwesterly a distance of 609.6 feet to a point; thence angle Left 97°40' South a distance of 145.0 feet to a point; thence angle 82°20' 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° and run West 40.0 feet; thence angle Right 90° and run North 60.0 feet; thence angle Right 90° 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.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

And said Grantors for themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said Grantee, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind whatsoever, except: Grantors reserve to themselves, their heirs, executors, administrators, and assigns, a right of way easement over and across the captioned property, for the purposes of ingress and egress to the remaining parts of the E/2 SE/4 of Section 4,

7

2

85

BOOK 5030 PAGE 0474

Township 13 S., Range 68 West of the 6th P.M., to run with the land; and that they will warrant and forever defend the same unto said Grantee, her heirs and assigns, against said Grantors, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

This deed is given to correct an incomplete description contained in a portion of that Warranty Deed dated August 16, 1978, between the parties, and recorded September 15, 1978, in Book 3086 at Page 133 of the El Paso County records, as it pertains to said SW 1/4 of SE 1/4 of Section 4.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

Stanley D. Brown
Stanley D. Brown

Eloise B. Brown
Eloise B. Brown

Connie B. Brown
Connie B. Brown

Elaine Brown
Elaine Brown

STATE OF KANSAS)
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 14th day of June, 1985, by Stanley D. Brown and Eloise B. Brown, his wife, and Connie B. Brown and Elaine Brown, his wife.

Witness my hand and official seal.

My commission expires: July 7, 1985



Eva M. Bright
Notary Public
Address: 800 N. West
White, KS 67212

NOTARY PUBLIC
EVA M. BRIGHT
800 N. WEST
WHITE, KANSAS 67212

12 29 80

00733032

1980 DEC 29 AM 9:56

BOOK 3389 PAGE 627

JARDIS W. SCHMITT
El Paso County Clerk & Recorder

DEED-Quit Claim

This space reserved for
REGISTER OF DEEDS

This Indenture, Made this day of November, A.D., 1980,
between "STANLEY D. BROWN and ELOISE BROWN, his wife;
and CONNIE B. BROWN and ELAINE BROWN, his wife,

of Sedgwick County, in the State of Kansas, of the first part, and
FRIENDS UNIVERSITY, a corporation,
2100 University Avenue
Wichita, Kansas 67213

of Sedgwick County, in the State of Kansas, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of
TEN DOLLARS and other valuable considerations, ~~XXXXXX~~
the receipt of which is hereby acknowledged, do by these presents, remise, release and quit claim,
unto said party of the second part its successors and assigns, all the following described real
estate situated in the County of ~~COCHISE~~ and State of ~~ARIZONA~~ to-wit:
El Paso Colorado

The East-half of the Southeast Quarter (E/2 SE/4)
of Section Four (4), Township Thirteen South (13S)
Range Sixty-eight West (68W) of the 6th Principal
Meridian, El Paso County, Colorado

STATE DOCUMENTARY

DEC 29 1980

FEE \$6.81

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, heredita-
ments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands
the day and year first above written.

ELOISE BROWN

STANLEY D. BROWN

ELAINE BROWN

CONNIE B. BROWN

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this day of November
A.D., 1980 by, STANLEY D. BROWN and ELOISE BROWN, his wife; and
CONNIE B. BROWN and ELAINE BROWN, his wife

LOIS K. FINLEY
NOTARY PUBLIC
SUMNER COUNTY, KANSAS
MY APPT. EXP. 10-4-84

My appointment expires:

10-4-84

Lois K. Finley
Notary Public

12 4 80

DEC 4 1980

El Paso County Clerk & Recorder

WARRANTY DEED - General

THIS INDENTURE, Made this 6th day of September, A. D. 1978,
between ARABELLE PATRICK, single

of Boulder ~~XXXXXXX~~ State of Colorado of the first part
STANLEY D. BROWN and CONNIE B. BROWN
Route 1, Arlington, Kansas

xx Reno County, in the State of Kansas of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
TEN AND NO/100 DOLLARS,

the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said parties of the second part their heirs and assigns all the following described REAL ESTATE, situated in the County of El Paso and State of Colorado to-wit:

The West 1000 feet of the South 1900.67 feet of
the East-half of the Southeast Quarter (E/2 SE/4)
except the South 375.67 feet thereof, in Section 4,
Township 13 South, Range 68 West of the 6th P.M.

(subject to reserved life estate) STATE DOCUMENTARY
DEC 4 1980

FEES \$45

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

And said grantor for herself and for her heirs, executors, or administrators, does hereby covenant, promise and agree to and with said parties of the second part, that at the delivery of these presents she is lawfully seized in her own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever, except:

Grantor reserves to herself, the use, benefit, and enjoyment of said property, and the income therefrom, for and during the remainder of her life.

and that she will WARRANT AND FOREVER DEFEND the same unto said parties of the second part their heirs and assigns, against said party of the first part her heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

Arabelle Patrick
ARABELLE PATRICK

9 15 78

RECEIVED AT 2:52 O'CLOCK P.M. SEP 15 1978
 COUNTY OF EL PASO, TEXAS
 RECEPTION NO. 474513 HARRIET BEALS, Clerk
 WARRANTY DEED - General

THIS INDENTURE, Made this 16th day of August, A. D. 1978,
 between STANLEY D. BROWN and FLOISE B. BROWN, his wife,
 and CONNIE B. BROWN and ELAINE BROWN, his wife,

of ~~County of~~ the State of Kansas of the first part
 ARABELLE PATRICK, whose address is 350 Ponca Place,
 Boulder, Colorado, 80303,

of the second part.

WITNESSETH, That the said party ies of the first part, in consideration of the sum of
TEN AND NO/100 DOLLARS,

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part her heirs and assigns all the following described REAL ESTATE, situated in the County of El Paso and State of Colorado to-wit:

The West 1000 feet of the South 1900.67 feet of the East-half of the Southeast Quarter (E/2 SE/4), except the South 375.67 feet thereof, in Section 4, Township 13 South, Range 68 West of the 6th P.M.; also

A portion of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 4, in Township 13 South, Range 68 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 4 a distance of 375.67 feet to the place of beginning for the description of a two acre tract as follows: From said beginning point run North a distance of 145.0 feet to a point; thence angle Left 82° 20' Northwesterly a distance of 609.6 feet to a point; thence angle Left 97° 40' South a distance of 145.0 feet to a point; thence angle 82° 20' Southeasterly a distance of 609.6 feet to the place of beginning, containing two acres. 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° and run West 40.0 feet; thence angle Left 90° and run North 60.0 feet; thence angle Left 90° 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; being in all 37½ acres, more or less.

STATE DOCUMENTARY

SEP 15 1978

FEE \$ None

9 15 78

BOOK 3086 PAGE 134

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

And said grantors for themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever, except:

Grantors reserve to themselves, their heirs, executors, administrators, and assigns, a right of way easement over and across the captioned property, for the purposes of ingress and egress to the remaining parts of the E/2 SE/4 of Section 4, Township 13 S., Range 68 West of the 6th P.M., to run with the land; and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part her heirs and assigns, against said parties of the first part their heirs, and all and every person or persons whoinsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

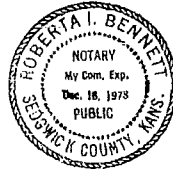
Stanley D. Brown
Stanley D. Brown
Eloise B. Brown
Eloise B. Brown
Connie B. Brown
Connie B. Brown
Elaine Brown
Elaine Brown

STATE OF KANSAS,
SEDGWICK COUNTY } ss.

BE IT REMEMBERED, That on this 16th day of August, A. D. 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came STANLEY D. BROWN and ELOISE B. BROWN, his wife; and CONNIE B. BROWN and ELAINE BROWN, his wife,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.



Roberta I. Bennett
Roberta I. Bennett Notary Public.

474513
WARRANTY DEED
Central Form
FROM

TO

Subscribed in Trustee's record in my office
this 16th day of August
A. D. 19 78

County Clerk

STATE OF KANSAS } ss.

This is to certify that this instrument was
filed for record on the 16th day of August, A. D. 1978

at 10:00 o'clock A.M. and

duly recorded in book 3086 on

page 134

Register of Deeds

By Donald E. King Deputy

MAIL TO—

DONALD E. KING
211 East Vermilion Ave.
Cale, Spring, CO. 80014

5 - 7 - 76

BOOK 2827 PAGE 562

Received at 9:00 A.M. MAY 7 1976
Reception No. 230510 HARRIET BEALS

WARRANTY DEED

GRANTOR: ROCKCLEFT, INC., a Colorado corporation, whose address is El Paso County, Colorado,

in consideration of One Dollar and other valuable consideration, hereby GRANTS, BARGAINS, SELLS, AND CONVEYS to:

GRANTEE: FRIENDS UNIVERSITY, a Kansas corporation, whose address is 2100 University Avenue, Wichita, Kansas, 67213;

the following real property in the County of El Paso and the State of Colorado, to-wit:

This was gift

The Northwest Quarter of Southeast Quarter of Section 4, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, together with the Greenwood Camp Pipe Line, including .25 cubic feet of water per second of time awarded to said pipe line by Decree recorded in Book 1418 at page 501 of El Paso County, Colorado, records, and together with right to use that certain road as now existing from the above described real property to U.S. Highway No. 24 between Colorado Springs and Woodland Park, Colorado; more commonly known as Rockcleft Camp;

STATE DOCUMENTARY

MAY 7 1976
FEE \$ None

with all its appurtenances, and warrants the title to the same.

Signed this 29th day of April, 1976.



ROCKCLEFT, INC. (formerly The American Friends Home Missionary Association)

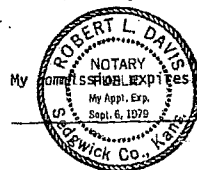
By Horace G. Mott
President

Pauline E. Mott
Secretary

STATE OF KANSAS }
COUNTY OF SEDGWICK } ss:

The foregoing instrument was acknowledged before me this 29th day of April, 1976, by HORACE G. MOTT, the President and PAULINE E. MOTT as Secretary of Rockcleft, Inc.

Witness my hand and official seal.



Robert L. Davis
NOTARY PUBLIC

1014/

440

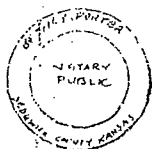
(ACKNOWLEDGMENT)

STATE OF KANSAS)
) ss.
County of Sedgwick)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of July, 1942, personally appeared R. E. Jones to me personally known and known to me to be the identical person who subscribed the name of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the name was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

Witness my hand and seal the day and year last above written.

Bethry Porter
Notary Public



My Commission expires
November 23, 1944.

X X X X X

No. 673943
Warranty Deed
Harvey Longwell, Jr.
to
Martha Aeberhart
Filed for record 11:15 A. M.
October 29, 1942
Charles Ozias, Recorder

KNOW ALL MEN BY THESE PRESENTS, That I, Harvey Longwell, Jr., of the County of El Paso and State of Colorado for the consideration of One Dollar and other valuable considerations, Dollars, in hand paid, hereby sell and convey to Martha Aeberhart of the County of El Paso and the State of Colorado, the following real property situate in the County of El Paso and State of Colorado, to-wit:

A part of the S. W. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of Section 4, Township 13 S. Range 68 West of the 6th. P. M. 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 $\frac{1}{4}$ corner of said Section 4, run North at right angles 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 as follows: from said beginning point run north a distance of 145 feet to a point, thence angle left 82 degrees 20' Northwesterly a distance of 609.6 feet to a point, thence angle left 97 degrees 40' South, a distance of 145 feet to a point, thence angle 82 degrees 20' South-easterly a distance of 609.6 feet to the place of beginning, containing 2 acres, also a tract of ground adjoining the above described area on the West, approximate 100 feet East and West and 60 feet North and South in dimension, the said tract being a portion of a small reservoir or pond heretofore constructed, and lying entirely within the banks of said structure, with all its appurtenances and warrant the title to the same.

Signed and delivered this 29th. day of May, A. D. 1941.

In the Presence of)

Harvey Longwell Jr.

State of Colorado,)
County of El Paso) ss.

I, C. G. Mims, a Notary Public in and for said El Paso County, in the State aforesaid, do hereby certify that Harvey Longwell, Jr., who is personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Official seal, this 29th. day of May, A. D. 1941.

My commission expires October 11, 1941, A. D.

C. G. Mims
Notary Public.



----- X X X -----

No. 673969

Warranty Deed

Walter S. McMullin et al

to

Ruth Hebensberger

Filed for record 8:46 A. M.

October 30, 1942

Charles Ozias, Recorder

THIS INDENTURE, Made this 18th. day of September, in the year of our Lord one thousand nine hundred and forty-two between Walter S. McMullin, James M. McMullin, Carroll McMullin, Calvin McMullin, Robert McMullin, Paul McMullin, Margaret Yeager, Anna Waeger and Cecil McDowell of the County of - and State of Iowa, parties of the first part, and Ruth Hebensberger, of the County of El Paso and State of Colorado party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration not herein mentioned, to them in hand paid by the said party of the second part; and also for the further consideration of the agreement between the parties hereto, for themselves, their heirs, successors and legal representatives, that intoxicating liquors shall never be manufactured, sold or otherwise disposed of, as a beverage, in any place of public resort in or upon premises hereby granted, or any part thereof; and it is herein and hereby expressly reserved by the said parties of the first part, that in case any of the above conditions concerning intoxicating liquors are broken by said party of the second part, her assigns or legal representatives, then this deed shall become null and void, and all right, title and interest of, in and to the premises hereby conveyed shall revert to the parties of the first part, their heirs, successors and assigns; and the said party of the second part, by accepting this deed for themselves, their heirs, executors, administrators and assigns, consent and agree, to the reservations and conditions aforesaid; and also, in further consideration that the said party of the second part shall never present or prosecute any claims for damages done by any irrigating canal which passes through, or may pass through the land described in this

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 83000-00-089

2017 TAXES PAYABLE 2018

Owner Per Tax Record: FRIENDS UNIVERSITY

Property Type: Real Estate

Property Location: 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
>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

Assessed Value

Land	\$	9140
Improvement	\$	0
TOTAL	\$	9140

Tax District: HB-

	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	69.78
EPC ROAD & BRIDGE (UNSHARED)	0.000330	3.02
MANITOU SPRINGS SCHOOL NO 14 - GEN	0.046469	424.73
MANITOU SPRINGS SCHOOL NO 14 - BOND	0.005531	50.55
* PIKES PEAK LIBRARY	0.003812	34.84
TOTAL	0.063777	582.92

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes:

0.00

Amount due valid through AUGUST 31st, 2018 :

\$

0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 15th day of AUGUST A.D. 2018

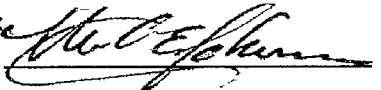
Issued to: elpasoco\CALDataTrace01 Data Trace

Mark Lowderman
Treasurer, El Paso County

4096044C

Fee for issuing this certificate \$10.00

20180815 44223

By: 

Supplemental Information

Schedule (Account) No: 83000-00-089

Date of Issue: 15th day of AUGUST A.D. 2018

Full Property Description:

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 ADJOINING AND ABUTTING ABOVE TRACT AND DES AS FOLS: FROM THE SW COR OF 2.0 A TRACT DES ABOVE N ON W LN THEREOF 40.0 FT FOR POB, ANG L 90< WLY 40.0 FT, RUN N 60.0 FT, RUN ELY 40.0 FT TO W LN OF AFSD TRACT, TH S ON SD LN 60.0 FT TO POB

Alerts:

Owners:

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 83000-00-090

2017 TAXES PAYABLE 2018

Owner Per Tax Record: FRIENDS UNIVERSITY

Property Type: Real Estate

Property Location: 04-13-68

Property Description: E2SE4 SEC 04-13-68

Alerts:

Assessed Value

Land	\$	42690
Improvement	\$	0
TOTAL	\$	42690

Tax District: HB-

EL PASO COUNTY

EPC ROAD & BRIDGE (UNSHARED)

MANITOU SPRINGS SCHOOL NO 14

MANITOU SPRINGS SCHOOL NO 14

* PIKES PEAK LIBRARY

- GEN

- BOND

Tax Rate

0.007635

0.000330

0.046469

0.005531

0.003812

TOTAL

0.063777

Tax Amount

325.94

14.09

1983.76

236.12

162.73

2722.64

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes:

0.00

Amount due valid through AUGUST 31st, 2018 :

\$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 15th day of AUGUST A.D. 2018

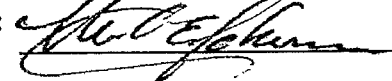
Issued to: elpasoco\CALDataTrace01 Data Trace

4096044B

Fee for issuing this certificate \$10.00

20180815 44147

Mark Lowderman
Treasurer, El Paso County

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 83000-00-007

2017 TAXES PAYABLE 2018

Owner Per Tax Record: FRIENDS UNIVERSITY

Property Type: Real Estate

Property Location: 04-13-68

Property Description: NW4SE4 SEC 4-13-68

Alerts:

Assessed Value

Land	\$	9070
Improvement	\$	34120
TOTAL	\$	43190

Tax District: HB-

	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	329.76
EPC ROAD & BRIDGE (UNSHARED)	0.000330	14.25
MANITOU SPRINGS SCHOOL NO 14	0.046469	2007.00
MANITOU SPRINGS SCHOOL NO 14	0.005531	238.88
* PIKES PEAK LIBRARY	0.003812	164.64
TOTAL	0.063777	2754.53

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through AUGUST 31st, 2018 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 15th day of AUGUST A.D. 2018

Issued to: elpasoco\CALDataTrace01 Data Trace

4096044A

Fee for issuing this certificate \$10.00

20180815 44068

Mark Lowderman
Treasurer, El Paso County

By: 



Public Record Property Information

Property Search

[Parcel Map](#)
[Print Data](#)
[County Zoning](#)
[Comparable Search](#)
[Health Dept](#)
[Septic Permits](#)
[Map Sheet
83000.tif](#)

Personal Information

Schedule No: 8300000007

Owner Name: FRIENDS UNIVERSITY ▼

Location: 04-13-68 ▼

Mailing Address: 2100 W UNIVERSITY AVE
WICHITA KS 67213-3379

[Recent Sales Database](#)

Legal Description

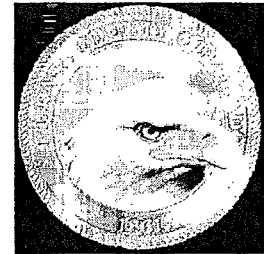
NW4SE4 SEC 4-13-68

Plat No: 0

Market Information (2018 Values)

Levy Year: 2017 Mill Levy: 63.777 Exempt Status: Not Exempt

Table	Use Code	2018 Market Value	2018 Assessed Value	Exempt
Land	SINGLE FAMILY RES.	126000	9070	
Imp	FRAME FAIR QUALITY	128262	9230	
Imp	MASONRY FAIR QUALITY	70904	5110	
Imp	FRAME FAIR QUALITY	49861	3590	
Imp	FRAME FAIR QUALITY	74660	5380	
Imp	FRAME FAIR QUALITY	43000	3100	
Imp	FRAME AVERAGE	107068	7710	



Assessor:

Steve Schleik:

Location:

1675 W. Garden of the Gods Rd
Suite 2300
Colorado Springs, CO 80907

Telephone:

(719) 520-6600

Fax Number:

(719) 520-6635

Hours:

8:00 AM - 5:00 PM

Monday - Friday

Offices closed:

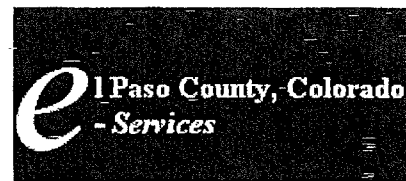
Saturday - Sunday, weekly

Send any concerns or comments

to:

asrweb@elpasoco.com





Public Record Property Information

Property Search

[Parcel Map](#)
[Print Data](#)
[County Zoning](#)
[Map Sheet](#)
[83000.tif](#)
[Recent Sales](#)
[Database](#)

Personal Information

Schedule No: 8300000090

Owner Name: FRIENDS UNIVERSITY ▼

Location: 04-13-68 ▼

Mailing Address: 2100 W UNIVERSITY AVE
WICHITA KS 67213-3379

Legal Description

E2SE4 SEC 04-13-68 ▲

Plat No: 0

Market Information (2018 Values)

Levy Year: 2017 Mill Levy: 63.777 Exempt Status: Not Exempt

Table	Use Code	2018 Market Value	2018 Assessed Value	Exempt
Land	VACANT LAND = 35 AND < 100 ACR	147200	42690	
	Total Value \$	147200	42690	

Estimated Taxes Payable in 2019: \$2,722.64

Tax Entity and Levy Information [County Treasurer Tax Information](#)

(District: HB-)

Taxing Entity	Contact Name	Contact
---------------	--------------	---------



Assessor

Steve Schleiker

Location:

1675 W. Garden of the Gods Rd
Suite 2300
Colorado Springs, CO 80907

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to:

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Public Record Property Information

Property Search

Personal Information

Parcel Map Schedule No: 8300000089
Print Data Owner Name: FRIENDS UNIVERSITY ▼
County Location: 04-13-68 ▼
Zoning Mailing Address: 2100 W UNIVERSITY AVE
WICHITA KS 67213-3379
Map Sheet
83000.tif

Recent Sales Database

Legal 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

Plat No: 0

Market Information (2018 Values)

Levy Year: 2017 Mill Levy: 63.777 Exempt Status: Not Exempt

Table	Use Code	2018 Market Value	2018 Assessed Value	Exempt
Land	VACANT LAND = 1 AND < 5 ACRES	31500	9140	
	Total Value \$	31500	9140	

Estimated Taxes Payable in 2019: \$582.92

Tax Entity and Levy Information County Treasurer Tax Information

(District: HB-)

Taxing Entity	Contact Name	Contact Phone



Assessor:
Steve Schleicher

Location:
1675 W. Garden of the Gods Rd.
Suite 2300
Colorado Springs, CO 80907

Telephone:
(719) 520-6600

Fax Number:
(719) 520-6635

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to:
asrweb@elpasoco.com



THE UNITED STATES OF AMERICA

To all to whom these Presents shall come, GREETING

Homestead Certificate No. 2116

APPLICATION: 5317

APPLICATION 5317 Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Fort Col. Colorado whereby it appears that, pursuant to the Act of Congress approved 20th May, 1892, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of George W. Loftland has been established and duly consummated, in conformity to law, for the Southwest quarter of the Sec. 16, the East quarter of the Sec. 17, and the West half of the North East quarter of the North East quarter of the Northwest sec. 36, Township 36 North, Range 7 East, 6th P.M., of the 2nd Principal Meridian, in Colorado and Col. and the Southwest quarter of the Sec. 16, Township 36 North, Range 7 East, 6th P.M., of the 2nd Principal Meridian, in Colorado

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said George W. H. H. H. H.
George W. H. H. H. H. the tract of land above described:
 To Have and to Hold the said tract of land, with the appurtenances thereof, unto the said George W. H. H. H. H.
George W. H. H. H. H. and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural,
 manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights,
 as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the
 right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to
 penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands
 hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States.

In Testimony Whereof, I James M. McPherson President of the
United States of America, have caused these Letters to be made Patent, and the Seal of the
General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twenty Third
day of January in the year of our Lord one thousand eight hundred
and seventy four and of the independence of the United States the
one hundred and eighteenth

By for President: *James M. Smith*

[Illegible signature]

1. Removal of the General Land Office

Filed for Record the 22 day of April A. D. 1896 at 11 o'clock A. M.

Dr. M. S. Foster

918665

STATE OF COLORADO
COUNTY OF EL PASO

ss.

IN THE DISTRICT COURT

Case No. 13801

IN THE MATTER OF THE ADJUDICATION
OF THE PRIORITIES OF RIGHT TO THE
USE OF WATER FOR BENEFICIAL PUR-
POSES OTHER THAN IRRIGATION, IN
AND FOR WATER DISTRICT NO. 10 OF
THE STATE OF COLORADO.

FINDINGS AND DECREE

Now on this 8th day of February, A. D. 1954, this matter coming on for final hearing upon the Report of J. Hartley Murray, Referee, heretofore appointed and to whom this matter was, by order of this Court herein entered upon the 24th day of April, 1950, referred for the purposes in said order set forth; and it appearing to the Court that all evidence taken before said Referee, together with all evidence theretofore taken by John T. Maney, predecessor as Referee herein, and a Final Report and form of Decree has been, by said J. Hartley Murray, Referee as aforesaid, filed herein; and the court being now fully advised in the premises DO IT AND:

FIRST: That this proceeding is an original proceeding for the adjudication of priorities of right to the use of water for beneficial purposes other than irrigation in said Water District No. 10, Irrigation Division No. 2, in the State of Colorado under and by virtue of the statutes of the State of Colorado in that behalf enacted.

SECOND: That all notice required by law in proceedings of this character has been duly given in compliance with the statutes of the State of Colorado and that this court has thereby acquired and has complete and full jurisdiction of the subject matter involved herein and of all persons claiming to be interested herein in said Water District.

THIRD: That all and singular the canals, ditches, pipe lines, pumps, reservoirs and other structures constructed and maintained for the purpose of the diversion and utilization and beneficial use of water within said water district are declared and decreed to have the several rights and priorities to and from the several streams, springs and other sources of water supply as hereinafter set forth.

FOURTH: Each priority in this proceeding has been given a number, the earliest priority being numbered "1" and each priority thereafter being given a succeeding number, with each number followed by the suffix "A" to designate the priority for purposes other than irrigation. In many instances and priorities in this proceeding, water heretofore adjudicated for irrigation is used for beneficial purposes other than irrigation. In some cases, the change of use was consummated under and by virtue of the statutory proceedings in such case made and provided, and in all other cases the change of use either was effected prior to the year 1903 or was accomplished many years prior hereto and has continued with the full acquiescence of other appropriators of water from the Arkansas River and its tributaries throughout the period of use. In each case wherein a change of use has been made, the priority date and number of

315-65

the previous irrigation adjudication and the respective order of priorities heretofore established are confirmed and ratified, and nothing herein shall be construed to impair, modify or affect the aforesaid previously adjudicated and established priorities, excepting that the point of diversion, place and character of use and amount of water are as herein respectively designated. In every case of change in use of water, the irrigation priority date is retained for the changed use and the irrigation priority number is identified with the corresponding number herein assigned such priority for purposes other than irrigation.

FIFTH: The said several ditches, canals, reservoirs, lines, pumps and other structures hereinafter named are given priorities of number and dates as follows in accordance with the provisions of Paragraph Fourth above.

PRIORITY NO. 155A

NAME OF STRUCTURE:	Greenwood Camp Pipe Line
CLAIMANT:	Colorado Springs Council of Girl Scouts, Inc.
SOURCE:	An unnamed spring.
POINT OF DIVERSION:	A point from whence the south-quarter corner of Section 4, Township 13 South, Range 34 West, bears South 17 degrees 20 minutes West, a distance of 2573 feet.
PURPOSES:	Domestic and household purposes.
PRIORITY DATE:	May 1, 1925.
AMOUNT:	0.25 cubic foot of water per second of time.

STATE OF COLORADO }
COUNTY OF EL PASO } SS

DISTRICT COURT

No. 13801

I, RUTH M. BURNS, Clerk of the District Court of the Fourth Judicial District of the State of Colorado, within and for the County of El Paso, do hereby certify the above and foregoing to be a true, perfect and complete transcript and copy of excerpts from Findings and Decrees had and entered of record in a certain cause in said Court lately pending entitled: In The Matter of the Adjudication of the Priorities of Right to The Use of Water for Beneficial Purposes other than Irrigation, In and For Water District No. 10 Of The State of Colorado.

as the same now remain on file and of record in this office.

WITNESS my hand and the seal of said Court, at the Court House in the City of Colorado Springs, County and State aforesaid, this 23rd day of February A.D. 1954

Ruth M. Burns

Clerk

By: Reed A. W. Winkley
Deputy

STATE OF COLORADO

COUNTY OF EL PASO

CLERK OF DISTRICT COURT

RECEIVED

FILED

501

CLERK

RECEIVED

FILED

501

CLERK

RECEIVED

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9 15 78

RECEIVED AT 2:52 O'CLOCK P.M. SEP 15 1978
 COUNTY OF EL PASO, TEXAS
 RECEPTION NO. 474513 HARRIET BEALS, Clerk
 WARRANTY DEED - General

THIS INDENTURE, Made this 16th day of August, A. D. 1978,
 between STANLEY D. BROWN and FLOISE B. BROWN, his wife,
 and CONNIE B. BROWN and ELAINE BROWN, his wife,

of ~~County of~~ the State of Kansas of the first part
 ARABELLE PATRICK, whose address is 350 Ponca Place,
 Boulder, Colorado, 80303,

of the second part.

WITNESSETH, That the said party ies of the first part, in consideration of the sum of
TEN AND NO/100 DOLLARS,

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part her heirs and assigns all the following described REAL ESTATE, situated in the County of El Paso and State of Colorado to-wit:

The West 1000 feet of the South 1900.67 feet of the East-half of the Southeast Quarter (E/2 SE/4), except the South 375.67 feet thereof, in Section 4, Township 13 South, Range 68 West of the 6th P.M.; also

A portion of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 4, in Township 13 South, Range 68 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 4 a distance of 375.67 feet to the place of beginning for the description of a two acre tract as follows: From said beginning point run North a distance of 145.0 feet to a point; thence angle Left 82° 20' Northwesterly a distance of 609.6 feet to a point; thence angle Left 97° 40' South a distance of 145.0 feet to a point; thence angle 82° 20' Southeasterly a distance of 609.6 feet to the place of beginning, containing two acres. 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° and run West 40.0 feet; thence angle Left 90° and run North 60.0 feet; thence angle Left 90° 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; being in all 37½ acres, more or less.

STATE DOCUMENTARY

SEP 15 1978

FEE \$ None

9 15 78

BOOK 3086 PAGE 134

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

And said grantors for themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever, except:

Grantors reserve to themselves, their heirs, executors, administrators, and assigns, a right of way easement over and across the captioned property, for the purposes of ingress and egress to the remaining parts of the E/2 SE/4 of Section 4, Township 13 S., Range 68 West of the 6th P.M., to run with the land; and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part her heirs and assigns, against said parties of the first part their heirs, and all and every person or persons whoinsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

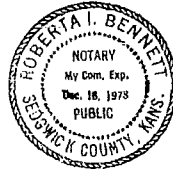
Stanley D. Brown
Stanley D. Brown
Eloise B. Brown
Eloise B. Brown
Connie B. Brown
Connie B. Brown
Elaine Brown
Elaine Brown

STATE OF KANSAS,
SEDGWICK COUNTY } ss.

BE IT REMEMBERED, That on this 16th day of August, A. D. 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came STANLEY D. BROWN and ELOISE B. BROWN, his wife; and CONNIE B. BROWN and ELAINE BROWN, his wife,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.



Roberta I. Bennett
Roberta I. Bennett Notary Public.

474513
WARRANTY DEED
Central Form
FROM

TO

Subscribed in Transfer Record in my office
this 16th day of August
A. D. 19 78

County Clerk

STATE OF KANSAS } ss.

SEDGWICK COUNTY
This is to certify that this instrument was
filed for record on the 16th day of August, A. D. 1978

at 10:00 o'clock A.M. and
duly recorded in book 10074 on
page 1

Register of Deeds

Deputy

MAIL TO—

DONALD E. KING
211 East Vermo Ave
Cale, Spring, CO 80014

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

THIS EASEMENT AGREEMENT (the "Agreement") dated as of this 2nd day of October, 2014, is entered into by **Lucky 4 BL47, LLC**, a Colorado limited liability company, **Lucky 4, Inc.**, a Colorado corporation, and **Lucky 4 BL72, LLC**, a Colorado limited liability company (collectively, "**Lucky 4**"), whose address is P.O. Box 401, Green Mountain Falls, Colorado 80819, for the benefit of **Friends University**, a Kansas nonprofit corporation ("**Friends**"), whose address is 2100 West University Street, Wichita, KS 67213. Grantor and Grantee may be collectively referred to herein as the "parties" or individually, as a "party."

BACKGROUND AND PURPOSE

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

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 Exhibit 3 (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 "**Spur Road**"). 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:

1. **Grant of Easement- Lucky 4 Road.** 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 **Exhibit 4** 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. **Grant of Easement- Spur Road.** 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 **Exhibit 5** 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. **Proportionality of Road Width.** 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. **Maintenance, Repair and Improvement of Lucky 4 Road.** 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

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. **Maintenance, Repair and Improvement of the Spur Road.** 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. **Road Maintenance Standards.** 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. **Security Gate on Lucky 4 Road.** By July 1, 2015, Friends will install, at its sole expense, a solar-powered electronic security gate at the location identified on the Map ("Security Gate"). 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. **No Limitation on Access to Lucky 4 Road and the Spur Road.** 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. **No Use of Lucky 4 Property or Friends Property, including Parcel B, is Implied.** 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. **Indemnification.** 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

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. **Mechanic's Liens.** 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.

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. **Burdened and Benefited Property.** 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. **10-Year Restriction on Use of the Friends Property.** 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. **Governing Law.** This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Colorado.

B. **Notices, Consents or Future Agreements.** 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. **Counterparts.** This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.

D. **Severability.** 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. **Waivers.** 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. **Binding Effect.** 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. Entire Agreement. 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:

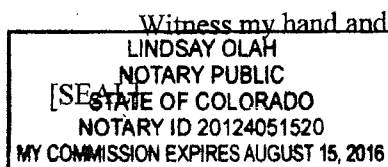
Lucky 4 BL47, LLC
a Colorado limited liability company

By: Cecil D. Smischay

Title: Manager

STATE OF COLORADO)
 FEUER) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me this 18th day of October 2014, by Cecil D. Smischay, as Manager of Lucky 4 BL47, LLC, a Colorado limited liability company.



Lindsay Olah
Notary Public
My commission expires: 8-15-2016

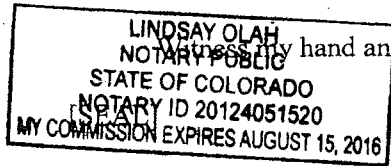
Lucky 4, Inc.
a Colorado corporation

By: Cecil D. Smischay

Title: President

STATE OF COLORADO)
 FEUER) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me this 18th day of October 2014, by Cecil D. Smischay as President of Lucky 4, Inc., a Colorado corporation.



Witness my hand and official seal.

Lindsay Olah
Notary Public
My commission expires: 8-15-2016

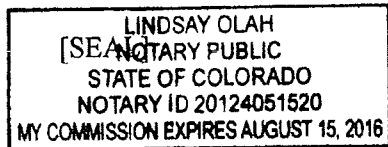
Lucky 4 BL72, LLC
a Colorado limited liability company

By: Cecil D. Smischy
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me this 1st day of October 2014, by Cecil D. Smischy, as Manager of Lucky 4 BL72, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Lindsay Olah
Notary Public
My commission expires: 8-15-2016

FRIENDS:

Friends University
a Kansas nonprofit corporation

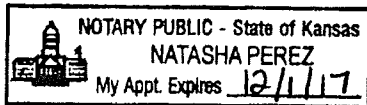
By: [Signature]
Title: Vice President Administration and Finance

STATE OF KANSAS)
COUNTY OF Sedgwick) ss.

This instrument was acknowledged before me this 2nd day of October 2014,
by Randall C. Doerksen, as Vice President Administration and Finance of Friends University, a
Kansas nonprofit corporation.

Witness my hand and official seal.

[SEAL]



[Signature]
Notary Public
My commission expires: 12/1/17

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

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

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.

FRIEND'S UNIVERSITY - ROAD EXHIBIT

SEC. 4 & 9, T. 13 S., R. 68 W. OF THE 6th P.M., EL PASO COUNTY, CO

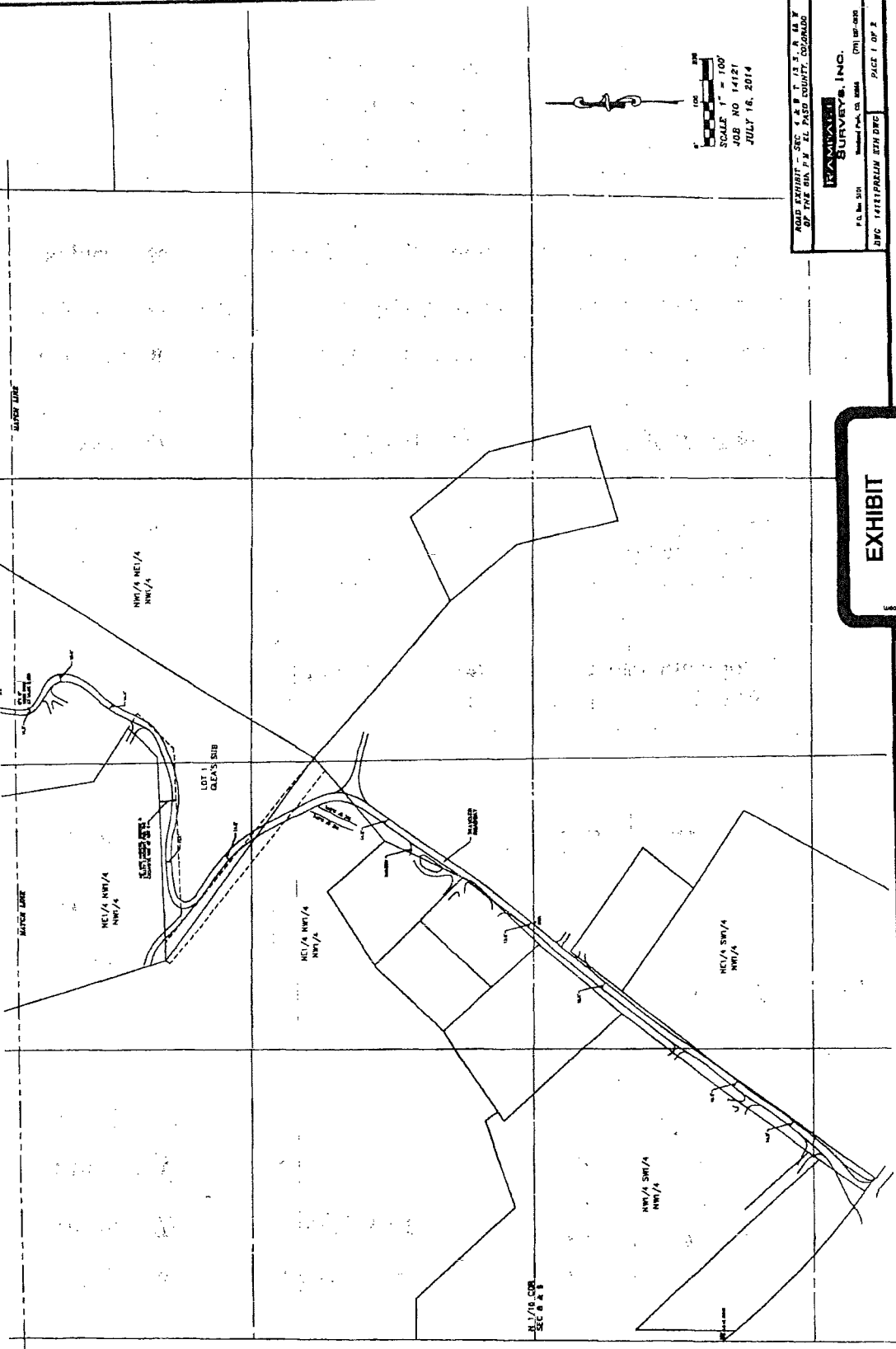
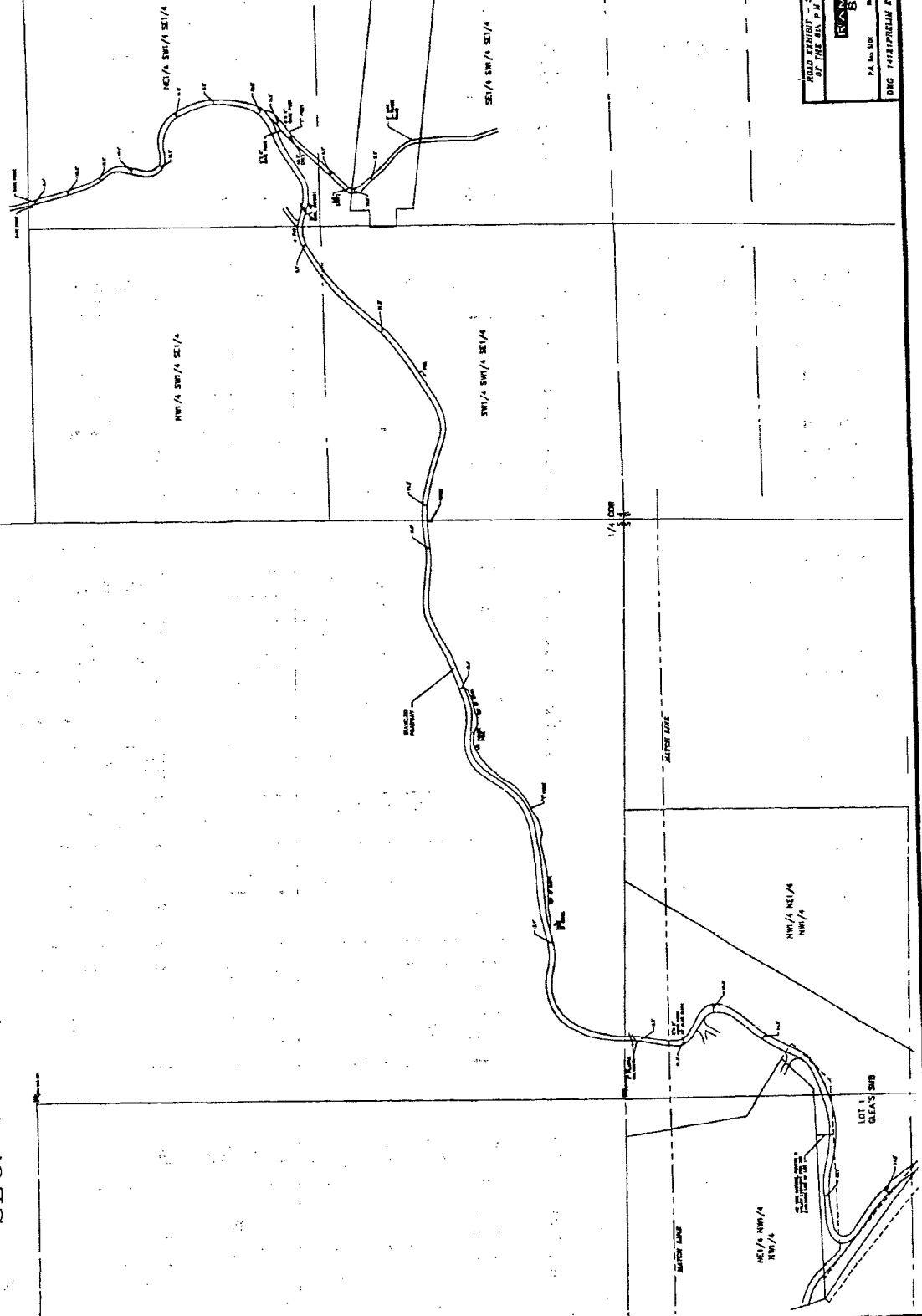


EXHIBIT
3

ROAD EXHIBIT - SEC 4 & 9, T. 13 S., R. 68 W. OF THE 6th P.M., EL PASO COUNTY, CO
 SURVEYED BY
 SURVEY, INC.
 P.O. Box 351
 DBC 1411PRLIN 1TH DEG
 (71) 10-000
 PAGE 1 OF 2

FRIEND'S UNIVERSITY - ROAD EXHIBIT SEC. 4 & 9, T. 13 S., R. 68 W. OF THE 6th P.M., EL PASO COUNTY, CO



OLD EXHIBIT - SEC 4 & 9 T. 13 S. R. 68 W.
 OF THE 6th P.M. EL PASO COUNTY, COLORADO

REDAVANCE SURVEYS, INC.
 14 S. 1st St.
 El Paso, CO 80501 (915) 831-2000

DWG: H181PRLIN R2H.DWG PAGE 2 OF 2

EXHIBIT 4
LEGAL DESCRIPTION OF LUCKY 4 ROAD

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 EL 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;

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);

THENCE ALONG THE ARC OF A 300.35 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $12^{\circ}19'33''$, AN ARC LENGTH OF 64.61 FEET (THE LONG CHORD OF WHICH BEARS $N35^{\circ}11'44''E$, 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 $03^{\circ}05'55''$, AN ARC LENGTH OF 181.03 FEET (THE LONG CHORD OF WHICH BEARS $N38^{\circ}16'27''E$, A LONG CHORD DISTANCE OF 181.02 FEET);

THENCE $N40^{\circ}15'14''E$, A DISTANCE OF 90.98 FEET;

THENCE $N41^{\circ}49'00''E$, 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 $06^{\circ}24'37''$, AN ARC LENGTH OF 50.33 FEET (THE LONG CHORD OF WHICH BEARS $N39^{\circ}10'48''E$, A LONG CHORD DISTANCE OF 50.30 FEET);

THENCE $N37^{\circ}02'12''E$, 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 $07^{\circ}21'15''$, AN ARC LENGTH OF 154.53 FEET (THE LONG CHORD OF WHICH BEARS $N36^{\circ}27'33''E$, A LONG CHORD DISTANCE OF 154.43 FEET);

THENCE $N34^{\circ}05'50''E$, A DISTANCE OF 106.48 FEET;

THENCE $N35^{\circ}14'24''E$, 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 $49^{\circ}41'38''$, AN ARC LENGTH OF 97.53 FEET (THE LONG CHORD OF WHICH BEARS $N10^{\circ}52'46''E$, A LONG CHORD DISTANCE OF 94.50 FEET);

THENCE $N22^{\circ}56'36''W$, 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 $07^{\circ}07'47''$, AN ARC LENGTH OF 98.01 FEET (THE LONG CHORD OF WHICH BEARS $N27^{\circ}15'05''W$, 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 $S52^{\circ}33'43''E$ ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 37.83 FEET;

THENCE $S26^{\circ}28'28''E$, A DISTANCE OF 103.34 FEET;

THENCE $S22^{\circ}05'07''E$, 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 $55^{\circ}09'11''$, AN ARC LENGTH OF 102.26 FEET (THE LONG CHORD OF WHICH BEARS $S10^{\circ}53'48''W$, A LONG CHORD DISTANCE OF 98.36 FEET);

THENCE $S35^{\circ}27'14''W$, A DISTANCE OF 159.53 FEET;

THENCE $S33^{\circ}51'06''W$, A DISTANCE OF 129.74 FEET;

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 S36°25'33"W, A LONG CHORD DISTANCE OF 74.95 FEET);

THENCE S39°35'00"W, A DISTANCE OF 206.39 FEET;

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

THENCE S40°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 S35°38'15"W, A LONG CHORD DISTANCE OF 194.57 FEET);

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

THENCE S35°59'58"W, A DISTANCE OF 109.47 FEET;

THENCE S37°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

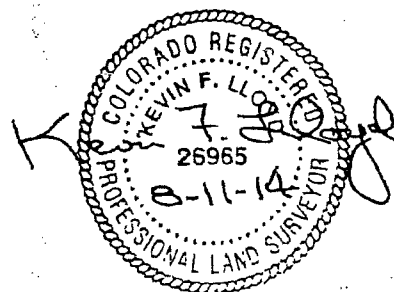


EXHIBIT "A"

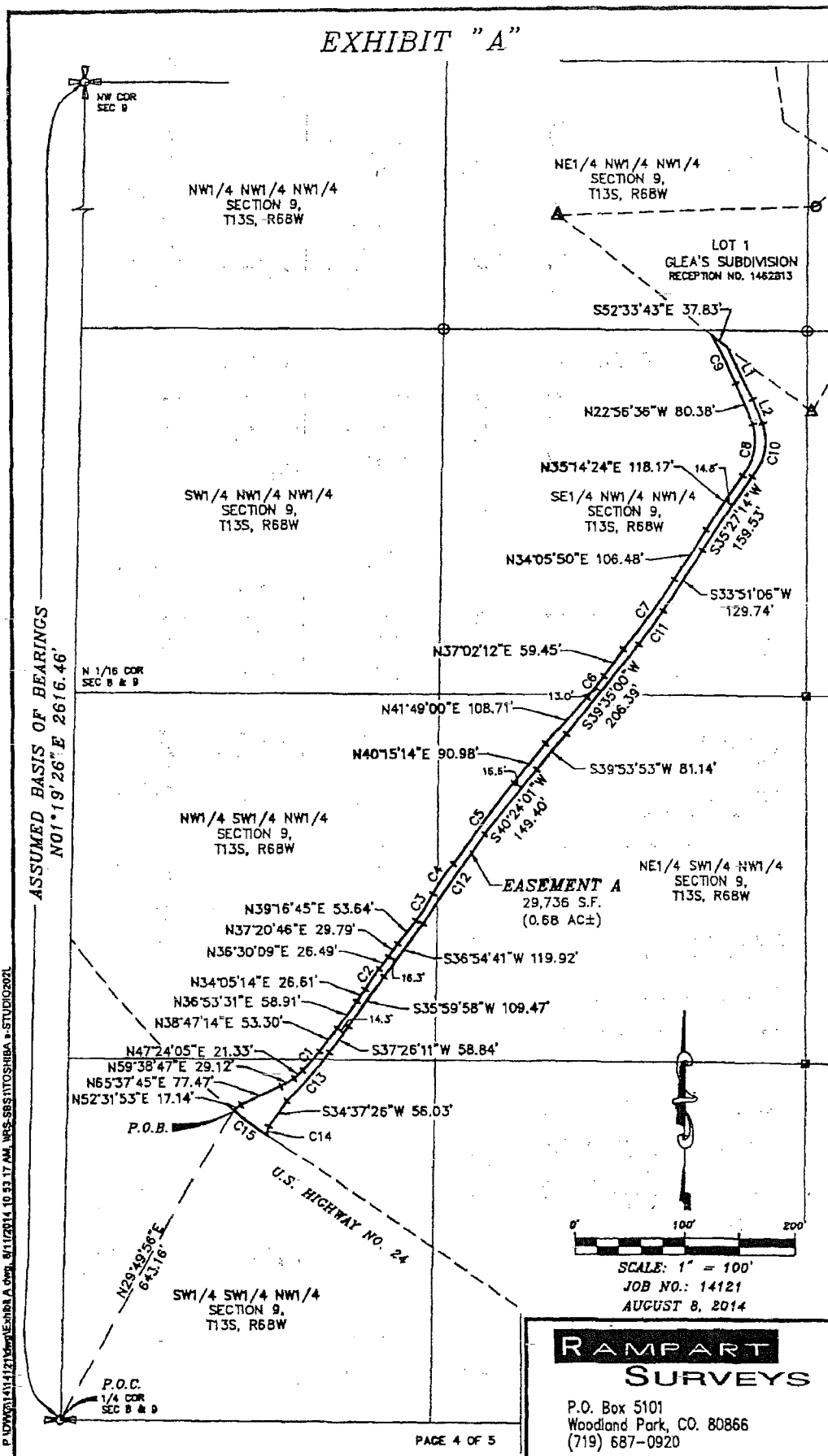


EXHIBIT "A"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S26°28'28"E	103.34'
L2	S22°05'07"E	47.89'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.
C1	06°14'47"	417.75'	45.54'	N41°10'54"E	45.52'
C2	07°41'09"	336.44'	45.13'	N34°59'59"E	45.10'
C3	06°35'42"	499.46'	57.49'	N32°42'02"E	57.46'
C4	12°19'33"	300.35'	64.61'	N35°11'44"E	64.49'
C5	03°05'55"	3347.42'	181.03'	N38°16'27"E	181.02'
C6	06°24'37"	449.85'	50.33'	N39°10'48"E	50.30'
C7	07°21'15"	1203.95'	154.53'	N36°27'33"E	154.43'
C8	49°41'38"	112.45'	97.53'	N10°52'46"E	94.50'
C9	07°07'47"	787.61'	98.01'	N27°15'05"W	97.95'
C10	55°09'11"	106.23'	102.26'	S10°53'48"W	98.36'
C11	06°13'47"	689.63'	74.98'	S36°25'33"W	74.95'
C12	03°59'41"	2791.19'	194.60'	S35°38'15"W	194.57'
C13	11°22'32"	590.21'	117.18'	S41°41'20"W	116.99'
C14	48°50'33"	20.26'	17.27'	S06°16'50"W	16.75'
C15	02°49'47"	1559.55'	77.02'	N53°10'44"W	77.01'

LEGEND:

- FOUND 3/8" REBAR (NO CAP)
- ⊕ FOUND 3/4" REBAR (NO CAP)
- FOUND REBAR AND YELLOW CAP STAMPED "LS 30102"
- △ FOUND REBAR AND YELLOW CAP (ILLEGIBLE)
- ⊗ FOUND 2-1/2" ALUMINUM CAP STAMPED "RAMPART SURVEYS PLS 26965 2002" (1/4 CORNER)
- ⊕ FOUND 2-1/2" U.S.G.L.O. BRASS CAP (SECTION CORNER)

**RAMPART
SURVEYS**

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

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 S52°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 S82°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 S82°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

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
 S05°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 44.64 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
 S16°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
 S17°35'32"W, A LONG CHORD DISTANCE OF 34.58 FEET);

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
 S45°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
 S85°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
 S48°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 N52°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

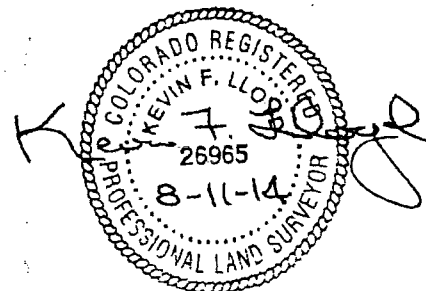


EXHIBIT "B"

SW1/4
SECTION 4,
T13S, R68W

NE1/4 NW1/4 NW1/4
SECTION 9,
T13S, R68W

LOT 1
GLEA'S SUBDIVISION
RECEPTION NO. 1462813

NW1/4 NE1/4
NW1/4
SECTION 9,
T13S,
R68W

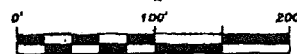
LOT 1
GLEA'S SUBDIVISION
RECEPTION NO. 1462813

EASEMENT B
16,258 S.F.
(0.37AC±)

SE1/4 NW1/4 NW1/4
SECTION 9,
T13S, R68W

P:\DWG\1411121\DWG\EXHIBIT B.dwg, 8/11/2014 12:44:17 PM, VRS-SBS\TOSHIBA - STUDIO202L

ASSUMED BASIS OF BEARINGS
S52°33'24"E 577.93'
P=577.94'



SCALE: 1" = 100'
JOB NO.: 14121
AUGUST 7, 2014

**RAMPART
SURVEYS**

P.O. Box 5101
Woodland Park, CO. 80856
(719) 687-0920

P:\DWG\14114121.dwg Exhib B.dwg, 8/11/2014 12:35:23 PM, NRS-SBS\ITOSHIBA & STUDIO 207L

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'	33.77'	N39°10'27"W	33.55'
C3	85°43'03"	30.11'	45.05'	N18°56'43"E	40.97'
C4	27°10'56"	99.67'	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"	178.08'	60.22'	S82°18'03"E	59.93'
C7	10°21'51"	401.72'	72.67'	S82°28'33"E	72.57'
C8	17°12'51"	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	19°11'14"	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'	26.67'	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'	20.96'	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"	193.86'	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	11°10'42"	479.40'	93.53'	S85°00'24"W	93.38'
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"	459.66'	70.92'	S48°49'13"E	70.84'
C33	17°41'16"	332.46'	102.63'	S34°25'36"E	102.23'

LEGEND:

- ⊕ FOUND 3/4" REBAR (NO CAP)
○ FOUND 3/8" REBAR (NO CAP)
△ FOUND REBAR AND YELLOW CAP (ILLEGIBLE)
⊛ FOUND 2-1/2" U.S.G.L.O BRASS CAP

RAMPART SURVEYS

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

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 S78°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);

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
 N67°40'25"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
 S88°29'29"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 S88°14'26"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 S70°22'59"W, A DISTANCE OF 45.20 FEET;
 THENCE S71°03'56"W, A DISTANCE OF 55.10 FEET;

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
 S40°57'03"W, A LONG CHORD DISTANCE OF 32.38 FEET);
 THENCE S33°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
 S54°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 S85°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 S76°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
 S88°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

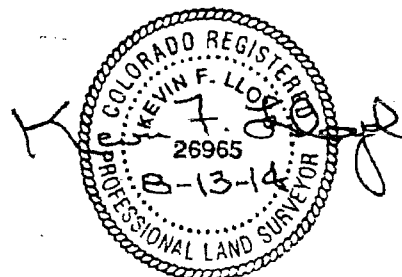


EXHIBIT - "FOREST SERVICE LAND"

PIKE NATIONAL FOREST

SE1/4 SW1/4
SECTION 4,
T13S, R68W

SW1/4 SW1/4
SECTION 4,
T13S, R68W

NW1/4 SW1/4 SE1/4
SECTION 4,
T13S, R68W

SW1/4 SW1/4 SE1/4
SECTION 4,
T13S, R68W

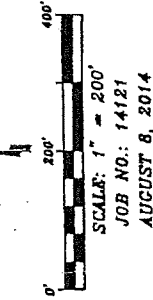
EASEMENT
16.984 SF.
(0.39AC±)

ASSUMED BASIS OF BEARINGS
S88°50'58"E 1313.56'

NE1/4 NW1/4
SECTION 9,
T13S, R68W

NW1/4 NW1/4
SECTION 9,
T13S, R68W

GLEA'S SUBDIVISION
REC. NO. 1462813



RAMPART
SURVEYS

P.O. Box 5101
Woodland Park, CO. 80856
(719) 687-0820

EXHIBIT "FOREST SERVICE LAND"

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.
C1	08°59'07"	276.47'	43.36'	N04°21'16"E	43.31'
C2	24°33'17"	140.24'	60.10'	N17°13'55"E	59.64'
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'
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'
C7	07°26'36"	875.44'	113.73'	N84°10'56"E	113.65'
C8	37°47'28"	144.15'	95.08'	N63°42'39"E	93.37'
C9	13°20'10"	315.95'	73.54'	N36°26'53"E	73.38'
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'
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'	N83°56'52"E	44.43'
C17	11°32'29"	260.67'	52.51'	N88°49'42"W	52.42'
C18	28°25'48"	95.26'	47.27'	S80°54'15"W	46.78'
C19	07°25'29"	332.85'	43.13'	S64°58'22"W	43.10'
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	32.38'
C24	37°27'20"	155.15'	101.43'	S54°10'57"W	99.63'
C25	08°24'06"	703.98'	103.23'	S80°56'15"W	103.14'
C26	07°21'41"	689.79'	88.62'	S83°25'36"W	88.56'
C27	25°11'37"	120.61'	53.03'	S88°13'14"W	52.61'
C28	77°24'04"	107.10'	144.68'	S65°35'56"W	133.93'
C29	22°54'26"	268.22'	107.24'	S14°10'25"W	106.52'

LEGEND:

- ✱ FOUND 2-1/2" U.S.G.L.O BRASS CAP
- ⊙ FOUND 5/8" REBAR (NO CAP)
(1/4 CORNER)

RAMPART
SURVEYS

P.O. Box 5101
Woodland Park, CO. 80866
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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 (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 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 S74°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°51'41"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 S76°26'39"E, A DISTANCE OF 38.76 FEET;

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;
 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 N14°56'22"W, A DISTANCE OF 33.06 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4
 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;

THENCE S15°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
 S24°12'10"E, A LONG CHORD DISTANCE OF 46.46 FEET);
 THENCE S35°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 S13°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
 S69°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
 S27°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
 S10°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
 S73°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;

THENCE S57°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 S41°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 S57°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

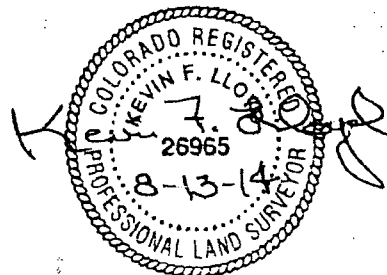


EXHIBIT "C"

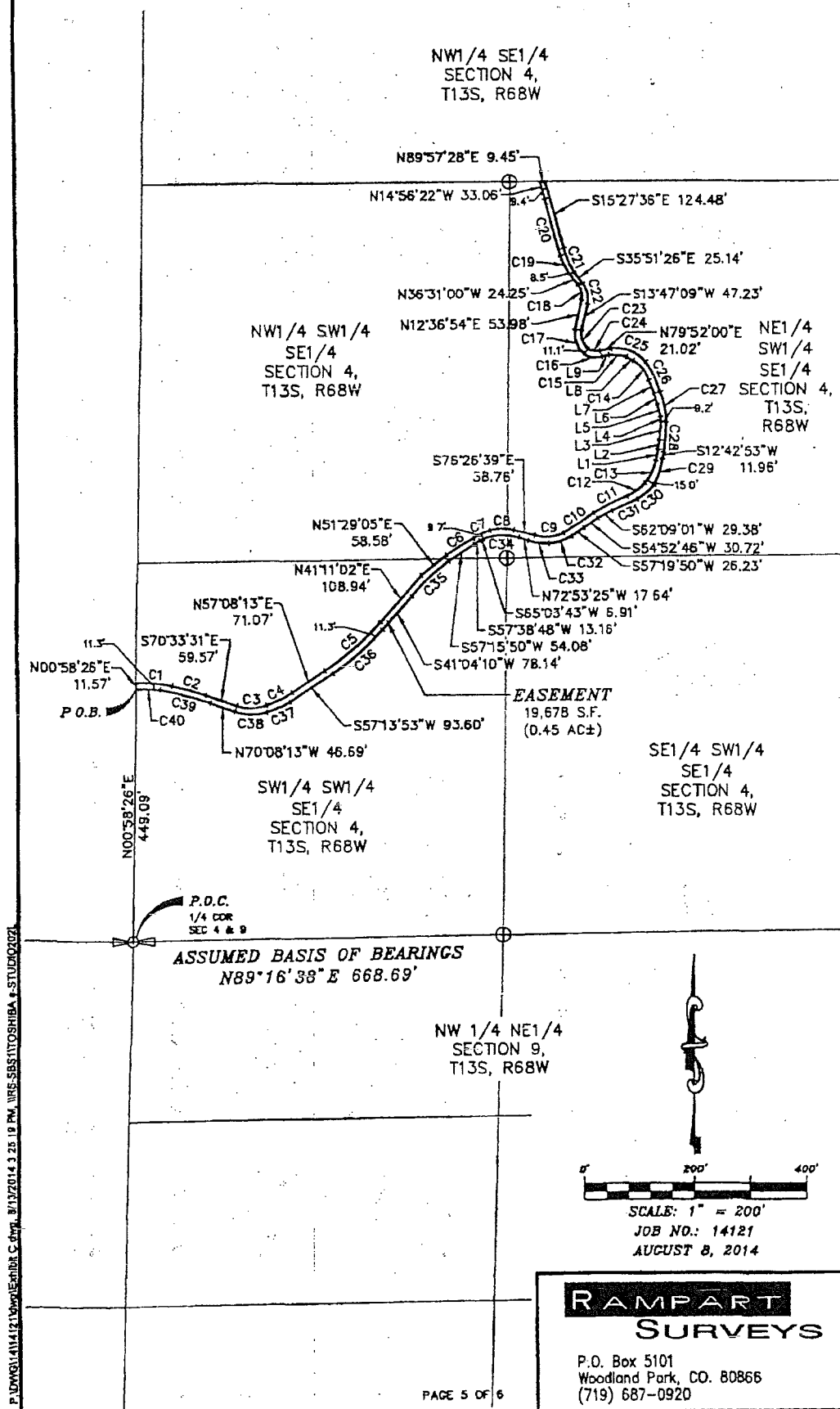


EXHIBIT "C"

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.
C1	17°43'36"	215.06'	66.54'	S84°30'24"E	66.27'
C2	04°59'08"	747.69'	65.06'	S74°38'45"E	65.04'
C3	38°50'19"	77.65'	52.64'	N89°51'41"E	51.63'
C4	16°27'24"	179.62'	51.59'	N63°03'01"E	51.41'
C5	14°30'26"	526.20'	133.23'	N50°03'35"E	132.88'
C6	05°35'55"	578.90'	56.57'	N58°34'22"E	56.54'
C7	20°11'37"	94.72'	33.38'	N66°41'58"E	33.21'
C8	32°56'27"	74.40'	42.77'	N88°58'04"E	42.19'
C9	39°03'38"	79.77'	54.38'	N86°50'29"E	53.34'
C10	06°13'06"	594.32'	64.50'	N56°24'28"E	64.47'
C11	12°37'09"	308.83'	68.02'	N63°29'55"E	67.88'
C12	22°38'36"	102.93'	40.68'	N56°05'09"E	40.41'
C13	30°33'05"	84.51'	45.06'	N26°42'28"E	44.53'
C14	43°37'32"	52.38'	39.88'	N38°11'37"W	38.92'
C15	21°57'53"	85.05'	32.60'	N84°09'26"W	32.41'
C16	52°35'16"	35.36'	32.45'	N82°06'27"W	31.33'
C17	62°48'09"	44.68'	48.97'	N22°14'37"W	46.56'
C18	49°40'53"	32.83'	28.47'	N11°17'18"W	27.59'
C19	15°33'31"	136.27'	37.00'	N28°19'56"W	36.89'
C20	04°01'12"	1498.36'	105.13'	N15°17'43"W	105.11'
C21	18°39'54"	143.25'	46.67'	S24°12'10"E	46.46'
C22	45°31'41"	49.47'	39.31'	S12°27'18"E	38.28'
C23	59°40'55"	35.32'	36.79'	S20°18'00"E	35.15'
C24	39°34'27"	31.79'	21.96'	S80°39'15"E	21.52'
C25	56°36'02"	71.08'	70.22'	S69°39'25"E	67.40'
C26	21°42'15"	155.01'	58.72'	S27°13'44"E	58.37'
C27	18°40'47"	172.49'	56.24'	S10°35'04"E	55.99'
C28	03°39'04"	833.57'	53.12'	S04°16'50"W	53.11'
C29	19°01'34"	147.95'	49.13'	S18°22'54"W	48.91'
C30	22°45'30"	101.48'	40.31'	S52°16'17"W	40.05'
C31	02°08'47"	1351.53'	50.63'	S65°45'05"W	50.62'
C32	30°01'35"	83.78'	43.91'	S73°47'21"W	43.41'
C33	18°47'56"	114.82'	37.67'	N81°22'32"W	37.50'
C34	38°14'11"	97.13'	64.82'	S88°07'46"W	63.62'
C35	13°15'29"	390.58'	90.38'	S46°57'09"W	90.18'
C36	14°51'20"	459.66'	119.18'	S49°36'29"W	118.85'
C37	15°44'57"	164.45'	45.20'	S65°08'46"W	45.06'
C38	33°53'35"	96.85'	57.29'	N87°57'28"W	56.46'
C39	08°03'53"	685.53'	96.49'	N75°13'06"W	96.41'
C40	09°09'40"	277.07'	44.30'	N87°54'46"W	44.25'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N12°44'22"E	21.67'
L2	N06°51'17"E	16.27'
L3	N05°05'39"E	31.24'
L4	N04°10'58"W	9.26'
L5	N14°15'28"W	22.80'
L6	N17°02'29"W	20.64'
L7	N22°21'12"W	26.18'
L8	N60°07'11"W	19.56'
L9	S78°05'32"W	12.74'

LEGEND:

- ⊕ FOUND 3/4" REBAR (NO CAP)
- ⊗ FOUND 5/8" REBAR (NO CAP)
(1/4 CORNER)

**RAMPART
SURVEYS**

P.O. Box 5101
Woodland Park, CO. 80866
(719) 587-0920

EXHIBIT 5
LEGAL DESCRIPTION OF THE SPUR ROAD

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 EL 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 (NE1/4 SW1/4 SE1/4) OF SAID SECTION 4, AS MONUMENTED BY A 3/4" REBAR (NO CAP), FROM WHICH THE SOUTHEAST CORNER OF SAID NE1/4 SW1/4 SE1/4, 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 S47°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 S45°50'49"W, A LONG CHORD DISTANCE OF 51.05 FEET);

THENCE S42°30'40"W, A DISTANCE OF 79.23 FEET;

THENCE S44°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;

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
719-687-0920

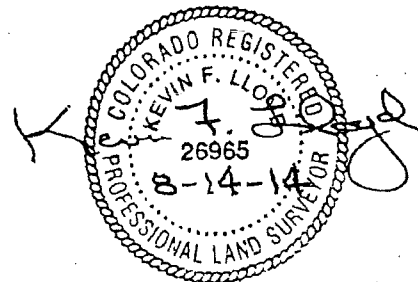


EXHIBIT "D"

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.
C1	14°32'13"	101.48'	25.75'	N50°49'04"E
C2	11°58'37"	105.16'	21.98'	S16°36'02"W
C3	08°48'23"	224.12'	34.45'	S47°01'30"W
C4	11°03'06"	265.05'	51.12'	S45°50'49"W
C5	34°48'20"	21.18'	12.87'	S26°02'55"W
C6	21°18'24"	17.78'	6.61'	N14°29'51"E
C7	15°33'02"	116.84'	31.71'	N40°28'17"E
C8	12°01'54"	271.40'	56.99'	N44°37'57"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°32'49"E	17.16'
L2	N44°52'06"E	14.76'
L3	N03°03'58"E	2.48'

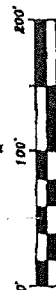
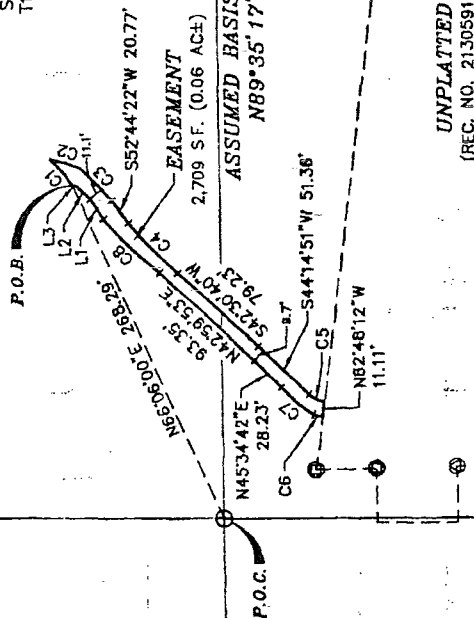
NE 1/4 SW 1/4 SE 1/4
SECTION 4,
T13S, R68W

NW 1/4 SW 1/4 SE 1/4
SECTION 4,
T13S, R68W

SW 1/4 SW 1/4 SE 1/4
SECTION 4,
T13S, R68W

LEGEND:

- ▲ FOUND 1" O.D. IRON PIPE
- ⊙ FOUND 1-1/8" O.D. IRON PIPE
- ⊙ FOUND 1/2" REBAR (NO CAP)
- ⊕ FOUND 3/4" REBAR (NO CAP)



SCALE: 1" = 100'
JOB NO.: 14121
AUGUST 12, 2014

RAINFALL SURVEYS

P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0820



United States
Department of
Agriculture

Forest
Service

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 28 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.

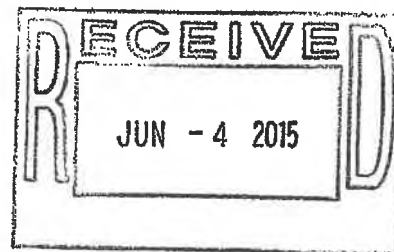
Oscar Martinez, District Ranger at our Pikes Peak District office, 601 South Weber Street, Colorado Springs, Colorado, 719-636-1602, is my representative to administer this authorization and will assist you if you have questions. Thank you.

Sincerely,


ERIN CONNELLY
Forest and Grassland Supervisor

Enclosures

cc: Jeff Hovermale, Kay Dougan



Caring for the Land and Serving People

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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 El Paso, State of Colorado 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 0.26 miles, 1,383 feet in length, 30 feet in width, being 15 feet either side of centerline, containing approximately 0.95 acres, 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 Exhibit A 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 One-Hundred Thirty-Eight and 88/100 Dollars (\$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.

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 non-identified 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. Termination for Nonpayment (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 28 day of May, 2015.

USDA - Forest Service

Holder

By:

Kelley Williams
RANDALL C. DOERKSEN KELLEY WILLIAMS
Vice-President Administration and Finance
Friends University

Date:

5/12/15

By:

Erin Connelly
ERIN 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 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). 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.

Pike National Forest Pikes Peak Ranger District

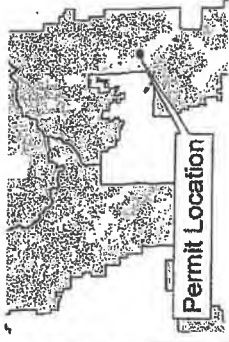


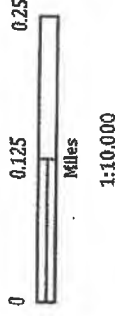
EXHIBIT A

PPK625

Friends University
Access Road Permit

SE1/4SW1/4 Sec 4, T13S, R68W
6th Principal Meridian,
El Paso County, Colorado
Cascade and Woodland Park
Quadrangles

- Friends University
Access Road
- Section Lines
- Private Lands
- USFS Administered Lands



Disclaimer: The Forest Service uses the most current and comprehensive data available. GIS data is not a substitute for field data. The Forest Service does not warrant the accuracy, reliability, or completeness of the data. The Forest Service is not responsible for any errors or omissions in the data. The Forest Service is not responsible for any damages or injuries resulting from the use of the data. The Forest Service is not responsible for any claims or liabilities resulting from the use of the data. The Forest Service is not responsible for any claims or liabilities resulting from the use of the data.

PPK625 Friends University
M. P. 07/2014

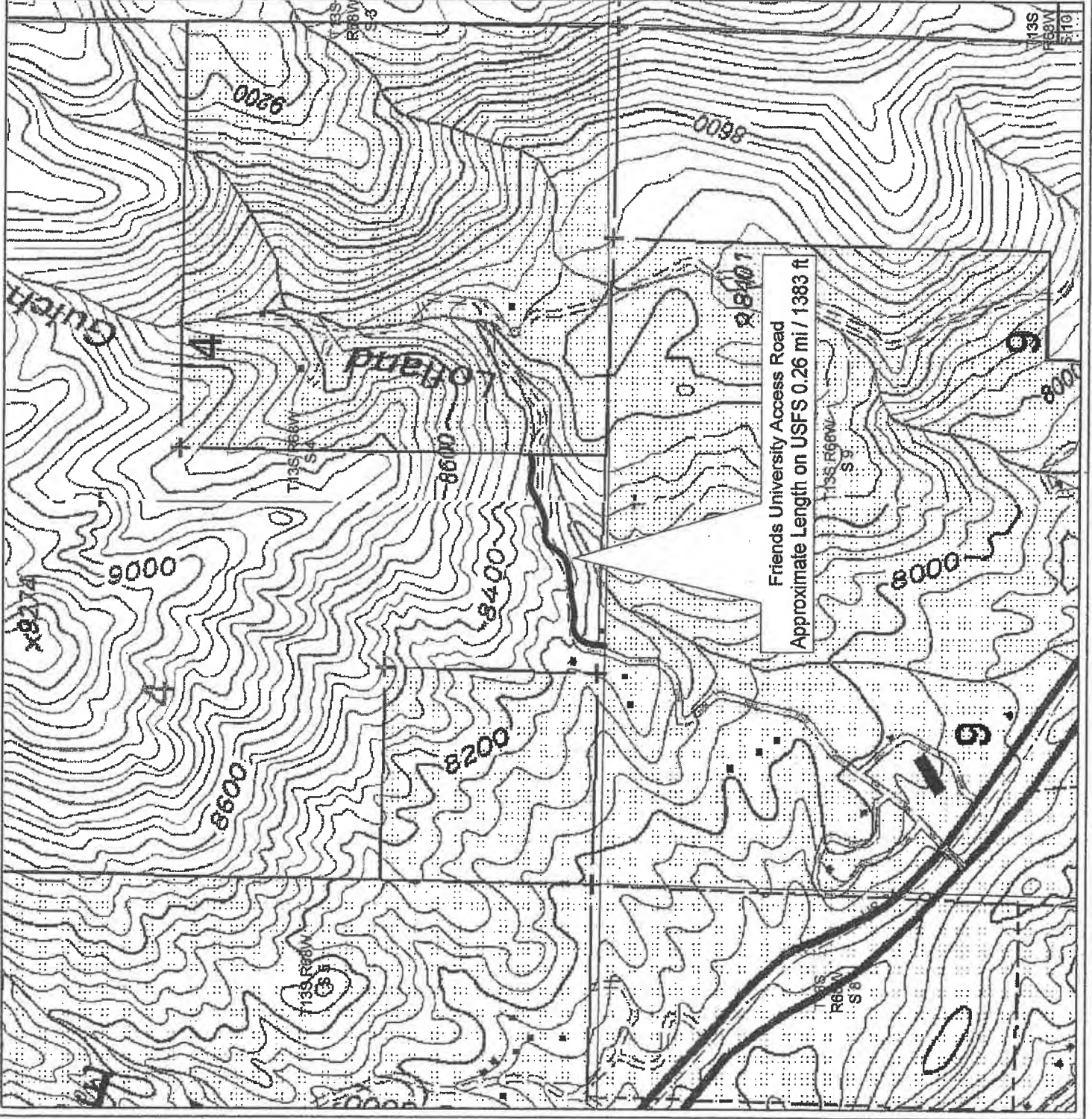


EXHIBIT B

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

Road Maintenance Standards

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

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.

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.

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.

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.

Removal of Vegetation - 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.

Slumps, Sloughs, and Slides - 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 agreed-upon locations or borrow sites. Material shall be placed in layers and be compacted by operating equipment over the full width of each layer.

Blading - 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 bottom 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.



Initial

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.

Signs and Traffic Control Requirements - 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.

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 minimum 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.