

Reception # 2014035316

05-09-2014

9:31:24 am

County of Jefferson State of Colorado

\$110.00

IMPROVEMENT SURVEY PLAT

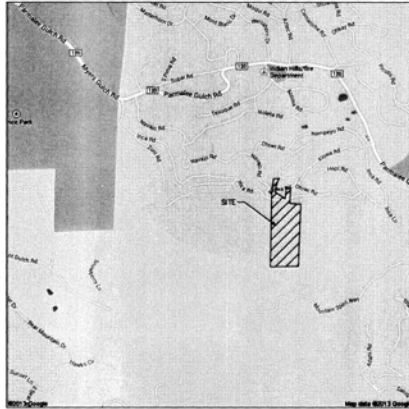
A PARCEL OF LAND, LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 5 SOUTH,
RANGE 70 WEST OF THE 6TH P.M.,
COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 1 OF 10

Parcel Description

(PROVIDED BY COMMONWEALTH TITLE INSURANCE COMPANY)

A TRACT OF LAND IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, SAID TRACT BEING A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN JEFFERSON COUNTY RECORDS AT RECEPTION NO. 80003549, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 7 FROM WHENCE THE SOUTHEAST CORNER THEREOF BEARS NORTH 88 DEGREES 51 MINUTES 30 SECONDS EAST, A DISTANCE OF 2112.00 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 00 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1717.83 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 00 SECONDS WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 00 SECONDS EAST, A DISTANCE OF 408.65 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF INCA ROAD AS ESTABLISHED ON THE RECORDED MAP OF INDIAN HILLS FIFTH FILING, THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 74 DEGREES 26 MINUTES 28 SECONDS WEST, A DISTANCE OF 104.69 FEET; THENCE SOUTH 06 DEGREES 20 MINUTES 12 SECONDS WEST, A DISTANCE OF 309.83 FEET; THENCE NORTH 55 DEGREES 14 MINUTES 31 SECONDS WEST, A DISTANCE OF 331.00 FEET; THENCE NORTH 11 DEGREES 25 MINUTES 06 SECONDS EAST, A DISTANCE OF 270.00 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 126.00 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF INCA ROAD, THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ON A CURVE TO THE LEFT, A CHORD OF WHICH BEARS SOUTH 85 DEGREES 33 MINUTES 39 SECONDS WEST, A DISTANCE OF 154.22 FEET; THENCE SOUTH 08 DEGREES 13 MINUTES 06 SECONDS WEST, A DISTANCE OF 329.5 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 2098.43 FEET TO A POINT ON THE SOUTH LINE OF SECTION 7; THENCE NORTH 88 DEGREES 51 MINUTES 30 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 762.50 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.



Vicinity Map
NOT TO SCALE

Notes

- COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NUMBER LTIC-0110379, DATED MAY 18, 2012, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS IMPROVEMENT SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF JASON AND RHONDA LORE, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N89°41'06"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 7, BETWEEN A FOUND NO. 5 REBAR WITH 1 1/2" ALUMINUM CAP AT THE SOUTH QUARTER CORNER OF SECTION 7 AND A FOUND NO. 6 REBAR WITH 3" ALLOY CAP AT THE SOUTHEAST CORNER OF SECTION 7 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- ONLY SURFACE EVIDENCE OF UTILITIES VISIBLE AT THE TIME OF THE FIELD WORK IS SHOWN HEREON. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-1.5-103.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC. 18-6-408. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, OR ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, 18 U.S.C. § 1858.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND OTHER IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES THAT ARE MORE THAN FIVE (5) FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.
- DATES OF FIELDWORK: AUGUST-OCTOBER, 2013.
- THE TOTAL AREA OF THE SUBJECT PROPERTY IS 1,532,132 SQ. FT. OR 35.17 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.
- FENCE EXTENDS ONTO THE SUBJECT PROPERTY AS SHOWN HEREON.

Notes cont.

- The individual boundary lines as depicted hereon are based on thorough standard surveying practices, those parts of the Colorado Revised Statutes that pertain to land surveying and the Rules and Regulations for Land Surveyors set forth by the Colorado Department of Regulatory Agencies. The adjudicated land low case found in the public records of Jefferson County under the Findings Of Fact, Conclusions of Law, Order, Judgment, and Decree of Quiet Title Case No. 00 CV 2199 dated 10/24/2002 and the Amended Quiet Title Decree Case No. 00 CV 2199 recorded under reception number F1682644, Pages 1-8 of Case No. 00 CV 2199 dated 10/24/2002 as shown on sheet 3 are attached hereto and made a part of the record.

In order to determine the south lines of section 7, a survey was made on the ground from the SW corner of section 7 through the South 1/4 corner position (see Detail 7b) to the SE corner of section 7. The East 1/4 corner of section 7 was also surveyed and is included on this plat. Monuments found from the Hayes & Soucie survey of Bear Mountain Company (exhibit 26 of said court case) and those monuments which were found from the Bear Mountain Ranch survey (exhibit 34) were ascertained and analyzed. Those monuments found and surveyed from the Hayes & Soucie survey were either accepted or shown relative to their corresponding corner position. Those monuments found and surveyed from said Bear Mountain Ranch survey were not accepted but are shown as conflicting evidence on this plat.

The line between corners 1 & 2: Corner 1 was set on the south line of the southeast quarter of section 7 in accordance with the Findings of Fact of said court case, that information shown on exhibit 26 and the legal description of the subject property. Corner 2 (detail B) shows the accepted corner per said court case and the two erroneously set monuments used by the Bear Mountain Ranch survey (exhibit 34) shown on sheet 4 of 10 and these parcels lying in section 18 surveyed by Fair Surveying and shown on sheets 9 & 10 of 10.

The line between corners 2 & 3: Corner 2, see above. Corner 3 was found in a gap located between the subject parcel and the westerly adjoiner. This area is shown as an Area of Acquisition and is shown on this plat. The CRS is shown with the letter of acquisition, with signatures of both parties.

The line between corners 3 & 4: Corner 3, see above. Corner 4 is a found No. 3 rebar and is a common corner to the subject property and said westerly adjoiner. This line is the acquiesced line shown in the Area of Acquisition.

The line between corners 4 & 5: Corner 4 is an original corner described and held from the aforementioned court case. Corner 5 is a found No. 3 rebar was accepted and held.

The curve between corners 5 & 6: The curve described as "along the south right of way line of Inca Road" with the given chord bearing and distance measuring differently than in the deed due to holding the bearing and distance from corner 7 to the set corner 6 and the right of way. This creates a new chord bearing and distance with the curved south right of way lying as physically present today.

The line between corners 6 & 7: Corner 6 was set per deed line from corner 7. Corner 7 is a found No. 3 rebar, what at its insertion point and held.

The line between corners 7 & 8: Corner 7, see above. Corner 8 is a found No. 3 rebar. Both monuments were held.

The line between corners 8 & 9: Corner 8, see above. Corner 9 is a found No. 3 rebar. Both monuments were held.

The line between corners 9 & 10: Corner 9, see above. Corner 10 is a found No. 3 rebar lying on the south right of way line of Inca Road. Both monuments were held.

The curve between corners 10 & 11: The curve described as "along the south right of way line of Inca Road" with the given chord bearing and distance measuring differently than in the deed due to holding the bearing and distance from corner 12 to the set corner 11 and the right of way. This creates a new chord bearing and distance with the curved south right of way lying as physically present today.

The line between corners 11 & 12: Corner 11 was set per deed line from corner 12.

The line between corners 12 & 13: Corner 12 was set per deed line from corner 13. Corner 13 was set by analysis of corners 7-10 and set on the easterly line of the subject parcel between corner No. 1 and 300 feet south of a found 1" iron pipe set in concrete on the south right of line per deed found at reception No. 83097305 of the county records. Corners 7-10 and the coil of 300 feet south per deed were held to protect the senior rights of the subject property's northerly adjoiners.

The line between corners 13 & 1: Corner 13, see above. Corner 1 see above.

SCHEDULE B - SECTION II EXCEPTIONS

Order Number: 37787COREO

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- Rights or claims of parties in possession, not shown by the public records.
- Easements, or claims of easements, not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- Unsettled mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
- Water rights, claims or title to water, whether or not shown by the public records.
- Any and all unpaid taxes, assessments and undistributed taxes.
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or mortgage thereon covered by this Commitment.
- Easement as reserved in the Deed recorded January 18, 1973, in Book 2405 of Page 577, upon the terms and conditions therein set forth.

Note: Upon receipt of the final affidavit, as shown in Schedule B - Section 8, Exceptions 5 and 6 will be deleted on the Owners Policy and Exception 1 through 6 will be deleted on the Loan Policy.

Note: Upon payment of all taxes and assessments, as shown in Schedule B - Section 8, Exception 7 will be amended to read as follows: "Taxes and assessments for the year 2010 and subsequent years, a lien not yet paid or payable."

Note: Provided Colorado Prestige Escrow, LLC conducts the closing of this transaction Exception 8 will be deleted on the Owners Policy and the Loan Policy.

ALTA Commitment (10/17/05)
Schedule B-2

37787COREO

Depositing Certificate

DEPOSITED THIS 09 DAY OF May 2014 AT 9:31 A.M. IN BOOK _____ OF LAND SURVEY PLATS AT PAGE _____ OF THE RECORDS OF JEFFERSON COUNTY, COLORADO.

SIGNED: Pam Anderson

TITLE: Deputy

BY: [Signature]



Surveyor's Statement

I, JOSEPH W. STICE III, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE, TO JASON AND RHONDA LORE, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON OCTOBER 7, 2013, THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) "IMPROVEMENT SURVEY PLAT".



JOSEPH W. STICE III, COLORADO P.L.S. #36072

DATE	REVISION
05-09-2014	1
	2
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	6
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	9
	10

IMPROVEMENT SURVEY PLAT
PREPARED FOR

JASON AND RHONDA LORE
23778 INCA RD.
INDIAN HILLS, CO 80454

JOSEPH W. STICE III, P.L.S. #36072

10864 BAYFIELD WAY
PARKER, CO, 80138
720-280-7955 COLORADOSURVEYOR@GMAIL.COM

JOB NUMBER

2013-841

DATE

10-07-2013

DRAWN BY:

B. LUND

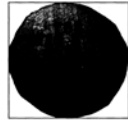
CHECKED BY:

JWS/JRG/ELB

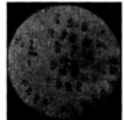
SHEET 1 OF 10

Reception # 2014035314

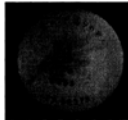
DETAIL 1



DETAIL 2



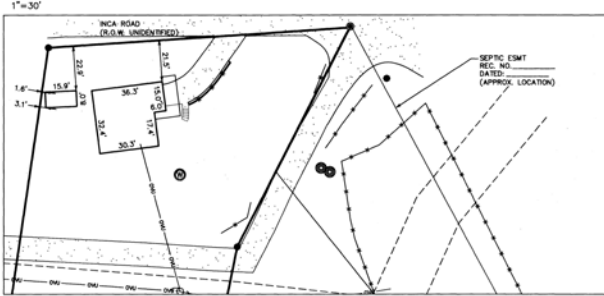
DETAIL 3



DETAIL 4



DETAIL A



DETAIL B



- Legend**
- FOUND ALIQUOT MONUMENT AS DESCRIBED
 - FOUND MONUMENT AS DESCRIBED
 - SET #5 REBAR WITH 2" ALUMINUM CAP "PLS 36072"
 - (AM) AS MEASURED AT TIME OF SURVEY
 - (R) AS PER RECORD INFORMATION
 - GRASS
 - FENCE
 - WELL
 - OVERHEAD UTILITY LINE
 - UTILITY POLE
 - SEPTIC COVER

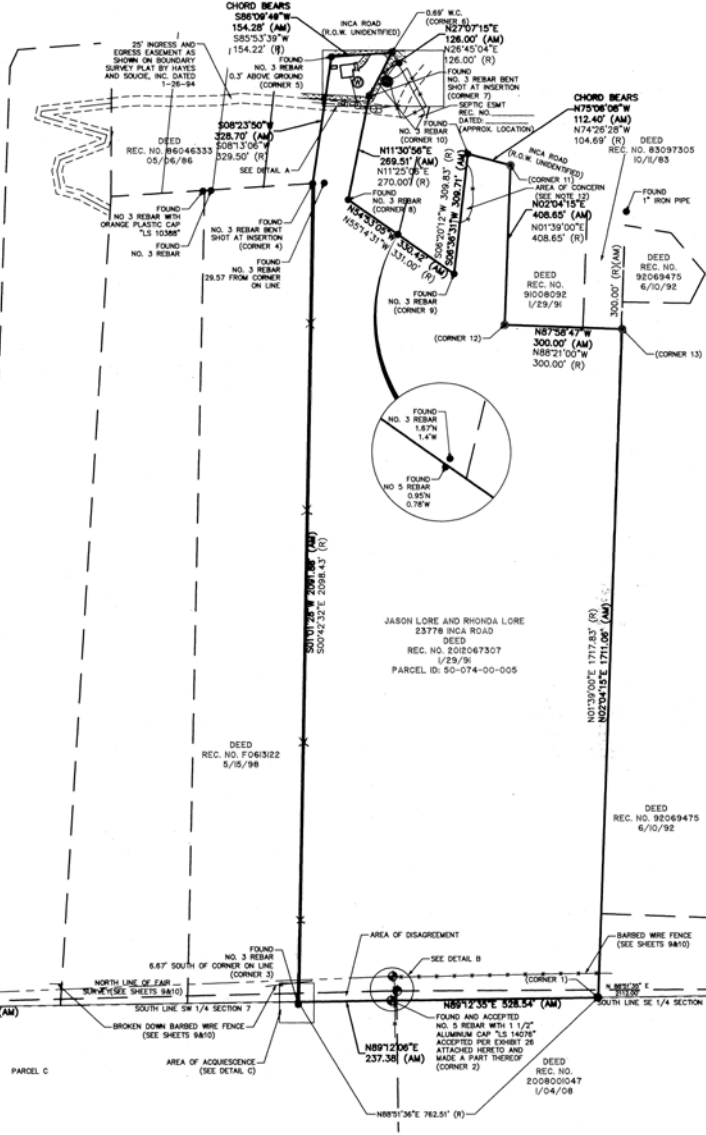
GRAPHIC SCALE



IMPROVEMENT SURVEY PLAT

A PARCEL OF LAND, LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 10



BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (hereinafter "Agreement") is made and entered into this 31st day of March, 2014, by and between Jason and Rhonda Lore of 23778 Inca Road and Christopher Arnold of 23748 Inca Road (the "Parties").

RECITALS

- A. WHEREAS, JASON AND RHONDA LORE represent and warrant that they are the owners in fee simple of that real property described in deeds recorded June 27, 2012 at Reception Number 201207787, of the records of the Jefferson County Clerk and Recorder, otherwise commonly known as 23778 Inca Road (the "Lore Property"); and
- B. WHEREAS, CHRISTOPHER ARNOLD represents and warrants to be the owner in fee simple of that real property described in deeds recorded May 6, 1996 at Reception Number 1996112, of the records of the Jefferson County Clerk and Recorder, otherwise commonly known as 23748 Inca Road (the "Arnold Property"); and
- C. WHEREAS, the Arnold Property is adjacent to and immediately West of the Lore Property and the two properties share a common boundary line; and
- D. WHEREAS, there are discrepancies in the legal descriptions of the common boundary line contained in historical deeds and surveys of the properties; and
- E. WHEREAS, these uncertainties and/or discrepancies result in uncertainty as to the location "on the ground" of the above referenced common boundary line; and
- F. WHEREAS, pursuant to C.R.S. § 38-4-112, any line or disputed corner or boundary may be determined and permanently established by written agreement of all parties thereto, signed and acknowledged by each as required for conveyance of real estate clearly designating the same, and accompanied by a map or plat thereof which shall be recorded as an instrument affecting real estate, and shall be binding upon their heirs, successors and assigns; and
- G. WHEREAS, JASON AND RHONDA LORE and CHRISTOPHER ARNOLD desire to forever settle any question as to the actual location and legal description of the common boundary line between their respective properties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as if fully set forth herein, the mutual covenants and agreements contained herein, and to the other just and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Description of Common Boundary Line.** The parties mutually agree that the common boundary line between the LORE Property and the ARNOLD Property is as shown and described on this plat, and labeled as "Line C".
2. **Binding Effect.** Pursuant to C.R.S. § 38-4-112, this Agreement shall be binding upon and inure to the benefit of each of the signatories hereto and their respective successors and assigns as to the same relative to the common boundary between the last part of each survey.
3. **Effectiveness.**
 - a. **Recording of Agreement.** This Agreement shall be recorded in the Jefferson County, Colorado real property records immediately upon execution by the parties hereto.
 - b. **Future Agreement.** This Agreement contains all of the terms and conditions of the parties' agreements and understandings with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. All other rights with respect to the parties' real property, or otherwise, not specifically addressed herein are hereby waived.
 - c. **Waiver and Modifications in Writing.** This Agreement may only be modified, amended, changed or terminated, in whole or in part, by a written instrument duly authorized and executed by the parties hereto, or their duly authorized heirs, successors, or assigns.
 - d. **Cost of Defense.** If any legal action or arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or nonperformance in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
 - e. **Headings.** The headings and captions are inserted for reference only and the same shall not limit or control the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.
 - f. **Severability.** In the event that any portion of this Agreement should become or be declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
 - g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
 - h. **Waiver of Capacity and Title.** By its execution hereof, each party hereto represents and warrants to the other parties hereto that it is its representative signing hereunder that full power and lawful authority to execute this Agreement and bind said party and its respective real property to the terms hereof. Each party represents and warrants that no other person or entity has any interest in the real property affected hereby that would restrict such authority to execute this Agreement or affect the binding nature of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

JASON LORE
STATE OF COLORADO)
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledged before me this 31 day of March, 2014, by JASON LORE

Witness my hand and official seal.
Notary Public
My commission expires 2/20/17

RHONDA LORE
STATE OF COLORADO)
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledged before me this 31 day of March, 2014, by RHONDA LORE

Witness my hand and official seal.
Notary Public
My commission expires 2/20/17

CHRISTOPHER ARNOLD
STATE OF COLORADO)
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledged before me this 31 day of March, 2014, by CHRISTOPHER ARNOLD

Witness my hand and official seal.
Notary Public
My commission expires 2/20/17

AGREED BOUNDARY LINE
RECORDED
REC. NO. 2014035314
DATE 3/31/14

FOUND NO. 8 REBAR WITH 3" ALUMINUM CAP "PLS 36072" MONUMENT RECORD DATED 9-1-1995

6.87' SOUTH OF CORNER ON LINE (CORNER 3)

IMPROVEMENT SURVEY PLAT
JASON AND RHONDA LORE
23778 INCA RD.
INDIAN HILLS, CO 80454

JOSEPH W. STICE III, PLS #36072
10864 BAYFIELD WAY
PARKER, CO, 80138
720-280-7955
COLORADOSURVEYOR@GMAIL.COM

JOB NUMBER:
2013-841
DATE:
10-07-2013
DRAWN BY:
B. LUND
CHECKED BY:
LWS/BJC/ED
SHEET 2 OF 10

Reception # 2014035314

JOSEPH W. STICE III, PLS

10864 BAYFIELD WAY
PARKER, CO 80138
720-280-7955 COLORADOSURVEYOR@GMAIL.COM
SHEET 3 OF 10

DISTRICT COURT, JEFFERSON COUNTY, COLORADO
100 Jefferson County Parkway
Golden, Colorado 80401

Plaintiff: BEAR MOUNTAIN COMPANY.
Defendants: WILLIAM B. PRESCOTT, ELYNN J. PRESCOTT, ROBERT J. FEROLDI;
MATRIX BANK CORP., INC., a/k/a
Matrix Capital Bank, Inc.;
EVERGREEN SURVEYING, INC.;
and JEFFERSON COUNTY.

▲ COURT USE ONLY ▲

Case No. 00 CV 2199

Division: 5 Courtroom:

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
ORDER, JUDGMENT, AND DECREE OF QUIET TITLE**

This matter came on for the Court's ruling on Friday, February 15, 2002, before The Honorable Frank Plaut, Judge of the District Court, and was heard on Bear Mountain Company's claims of quiet title, declaratory judgment, trespass, violation of C.R.S. § 38-35-109(3), slander of title, negligence, and violation of the Consumer Protection Act, which claims were brought against Defendants William and Elynn Prescott, Robert Feroldi ("Feroldi") and Evergreen Surveying, Inc. in connection with determining the location of the boundary between Bear Mountain Company's land and land owned by Defendants William and Elynn Prescott, and on Plaintiffs' claims for quiet title and declaratory judgment with respect to a driveway easement providing access to the Bear Mountain Company land which crosses a portion of the land owned by William and Elynn Prescott. Defendants William and Elynn Prescott asserted counterclaims for quiet title, declaratory judgment and reformation. For the reasons set forth below, this Court finds for Plaintiff on all claims except the Consumer Protection Act claim.

FINDINGS OF FACT

1. The property in question is located on the south half of Section 7, Township 6 South, Range 70 West of the 6th Principal Meridian in Jefferson County, Colorado.

29. The south line of Section 7 is less than one mile in length. Feroldi knew at the time of the survey that the south line of Section 7 was less than one mile in length. It is clear from the deeds from Clark to her various grantees that the Prescott Property was and is the remainder parcel and it should and will be treated accordingly by the Court.

30. The Prescotts, by way of the Dittman Deed, supplied the legal description of the Prescott Property to Feroldi. The Dittman Deed identified the east line of the Prescott Property as running parallel with the east line of the south half of Section 7. Feroldi also knew the No. 3 rebar placed at the north end of the disputed line was placed by Kurt Linn, Sr.

31. Feroldi was aware of both the three-quarter-inch inside-diameter iron pipe and the three-quarter-inch rebar with the Hayes & Soucie cap No. 10388 in the area of the disputed corner between the Bear Mountain Company Property and the Prescott Property.

32. Surveyors are required to call out evidence of conflicting corners in their survey plats. The Court finds the conflicting corners were identified in the Land Survey Plat (Ex. 31) and the Bear Mountain Ranch Plat (Ex. 34), but the corners were not identified as conflicting when Feroldi knew or should have known they were conflicting evidence of corners.

33. Feroldi fell below the standard of care applicable to professional land surveyors with regard to placing the disputed line where he did, and with regard to referencing the west line of the south half of Section 7 as a line to which his line would be parallel.

34. All of the Defendants had the obligation to call the evidence of conflicting corners to the attention of Jefferson County, but did no more than give the mere indication that these monuments existed, and did not sufficiently advise the County of the clear evidence of disputed corners at the southwest corner of the Bear Mountain Company Property and the southeast corner of the Prescott Property.

35. Those same two conflicting corner monuments were shown on the preliminary plat for Bear Mountain Ranch prepared by Mrs. Prescott (Ex. 32), but were not identified as conflicting. Elynn Prescott, given her training and experience, which is a bachelor's degree in an environmental field and a master's degree in landscape architecture and design, knew or should have known there were conflicting corners when she, her husband and Feroldi saw the No. 3 rebar with the Roger Soucie "PLS" number on it and the three-quarter-inch inside-diameter pipe on the ground near the southerly end of the disputed line. Elynn Prescott should have identified those conflicting corners at the southerly end of the disputed line as conflicting corners in the Preliminary Plat for Bear Mountain Ranch, but she failed to do so.

2. The properties in question are Parcel 8, owned by Bear Mountain Company, and Parcel 9, owned by William B. Prescott and Elynn J. Prescott (as depicted on Plaintiff's Ex. 18).

3. The Prescott property was surveyed by Defendants Feroldi and Evergreen Surveying, Inc., and Feroldi and Evergreen Surveying, Inc. created a legal description for the Prescott property which was used in the Prescott Deed (Ex. 19), the Land Survey Plat (Ex. 31) and the Bear Mountain Ranch Plat (Ex. 31).

4. Section 7 is in the most westerly tier of sections in Township 5 South, Range 70 West. It is the convention of surveying that the westerly most tier of sections in a township benefits from any excess or suffers from any deficiency in measurement within the township.

5. Bear Mountain Company's predecessor in title was Ralph May. Ralph May's predecessor in title was Alice Clark.

6. The deed from Alice Clark to Ralph May (Ex. 14) is dated October 27, 1963, and was recorded in the Jefferson County real estate records on November 4, 1963, at Book 880, Page 242, Reception No. 561926 (the "May Deed"). The May Deed contains a true, accurate and correct legal description of the property currently owned by Bear Mountain Company.

7. Ralph May deeded the property to Charles and Claudine Arnold (Ex. 16) on November 5, 1964, and the deed was recorded in the Jefferson County real estate records at Book 2344, Page 115, Reception No. 471873, on February 16, 1972.

8. Charles and Claudine Arnold deeded the property to Bear Mountain Company (Ex. 17) on February 10, 1978, and the deed was recorded in the Jefferson County real estate records on February 10, 1978, at Reception No. 7801257.

9. The Prescotts' predecessor in title was the Estate of Catherine Dittman. The deed from Alice Clark to Vance and Catherine Dittman (Ex. 15) is dated November 8, 1963, and was recorded in the Jefferson County real estate records at Book 831, Page 340, Reception No. 562540, on November 12, 1963 (the "Dittman Deed"). The Dittman Deed contains a true, accurate and correct legal description of the property currently owned by William and Elynn Prescott.

10. The Estate of Catherine Dittman deeded the property to William and Elynn Prescott on October 15, 1968 (Ex. 19), and the deed was recorded in the Jefferson County real estate records at Reception No. F0720600 on October 23, 1968 (the "Prescott Deed"). The Prescott Deed contains an inaccurate legal description of the boundary between the Bear Mountain Company Property and the Prescott Property.

2

36. Elynn Prescott had the knowledge, education and experience to have questioned the placement of the southeast corner of the Prescott Property. Despite walking the property with Feroldi and seeing the multiple corner markers, she failed to ask any questions regarding these markers. The Court finds her testimony regarding the corners as "just something that was out there" not to be credible.

37. William Prescott, Elynn Prescott, Feroldi, and Evergreen Surveying, Inc. offered to have recorded or filed in the office of the Jefferson County Clerk and Recorder documents purporting to convey, encumber or otherwise affect the title of the property in question in the form of the Prescott Deed (Ex. 19) and the Bear Mountain Ranch Plat (Ex. 34), both of which were recorded by and on behalf of William and Elynn Prescott.

38. The Bear Mountain Ranch Plat was recorded in the Jefferson County real estate records in the Jefferson County at Book 154, Page 32, Reception No. F1007300, on May 16, 2000.

39. William and Elynn Prescott are the grantees of the Prescott Deed and are persons who were benefited by the recording of the Prescott Deed and the Bear Mountain Ranch Plat. William and Elynn Prescott willfully refused to release the portion of the Prescott Deed and the Bear Mountain Ranch Plat described in Exhibit "A" hereto upon the request of Bear Mountain Ranch.

40. Elynn Prescott and Feroldi knew or had reason to know the legal description Feroldi prepared for the Prescott Property as used in the Prescott Deed (Ex. 19) and the Bear Mountain Ranch Plat (Ex. 34) was incorrect, contained material misrepresentations or was otherwise invalid at the time those documents were filed.

41. Feroldi certified that he placed the disputed line in accordance with Colorado law, even though he did not comply with either Colorado law or land surveying principles.

42. Feroldi did not follow the calls of the deed from Alice Clark to the Dittmans, did not call out the conflicting corners and did not question available neighboring land owners as to the location of boundary lines and corners.

43. Among all of the numerous surveys that have been made available during this litigation, Feroldi was the only surveyor to have elected to reference the west line of the south half of Section 7 instead of the east line, even though reference to the west line was not called out anywhere in the deeds. There is no reasonable basis for his having done so.

44. Feroldi, a land surveyor, has a duty to call out evidence of conflicting corners on his survey plats. Instead, he claimed to have ignored the conflicting corner markers in the hopes of preventing any possible dispute between the land owners. This

11. A true, accurate and correct legal description of the property in dispute, which the Court finds belongs to Bear Mountain Company, is fully and accurately described in Exhibit "A" hereto.

12. The common grantor of all nine parcels bordering the south line of Section 7 (as depicted on Plaintiff's Ex. 18) was Alice Clark. All of the deeds from Clark to her grantees, including May and the Dittmans, provide that the north/south property lines are parallel with the east line of the south half of Section 7.

13. The east line of the south half of Section 7 runs between what the testimony described as the modern southeast corner of Section 7 as shown in numerous surveying documents, including both pages of the Land Survey Monument Records (Ex. "P"), and the east quarter corner of Section 7 as indicated on the Hayes & Soucie survey, and as marked by a four-inch steel fencepost.

14. The two Colorado Land Survey monument records documenting the location of the southeast corner of Section 7 were generated in 1962 and 1966, respectively. The southeast corner of Section 7 has been undisputedly and consistently relied upon since the original survey of the south half of Section 7 as documented in the Colorado Land Survey monument records due by Kurt Linn, Sr. in 1963.

15. The only credible evidence of the east quarter corner is the four-inch steel fencepost shown on Plaintiff's Exhibit 26 (the Hayes & Soucie Survey) of Parcel 8. The testimony of Bear Mountain Company's surveying expert, Mr. Luke, also establishes the east quarter corner at that point.

16. The modern southwest corner of Section 7 has, from everything that's been made known to the Court during the trial, been undisputed and consistently relied upon ever since the original surveys of the south half of Section 7 was done by Kurt Linn, Sr. in 1963.

17. The north end of the disputed line between the Bear Mountain Company Property and the Prescott Property is indicated by a No. 3 rebar and was correctly placed and marked on the Hayes & Soucie (Ex. 36) and Feroldi (Ex. 31 and "G") surveys.

18. The south point of the disputed line was correctly placed by Hayes & Soucie and is marked by a one-inch plastic cap on No. 3 rebar bearing the registration number of Roger Soucie, No. 10388, as indicated on the Hayes & Soucie survey (Ex. 26).

19. Based on the evidence presented, this Court finds that the southern point of this boundary line, marked by Hayes & Soucie with a one-inch plastic cap on No. 3 rebar bearing the number 10388, is the correct location of the lost corner and most closely follows the steps of the original surveyor, Kurt Linn, Sr.

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is simply and totally without any appropriate justification in law or within the principles of land surveying.

45. Feroldi even stated in his testimony that he did not put the disputed line where it should have been, but instead he had "thickened out" and, by misplacing the line, he was hoping to allocate any dispute between the Prescotts and Bear Mountain Company. The Court finds this behavior inexcusable.

46. The actions of Feroldi and Evergreen Surveying, Inc. were willful and wanton and were undertaken in reckless disregard of the rights of Bear Mountain Company and therefore punitive damages shall be awarded.

47. The wrongful conduct of the Prescotts was willful, but not wanton.

48. Due to the errors by Feroldi and Evergreen Surveying, Inc. and the recording of the Prescott Deed (Ex. 19) and the Bear Mountain Ranch Plat (Ex. 34), Bear Mountain Company had to pursue the present litigation in order to determine the proper boundary line and to clear its improperly clouded property title.

49. Defendants William Prescott and Elynn Prescott acted with malice with respect to recording the Prescott Deed and the Bear Mountain Ranch Plat in the Jefferson County real estate records. Defendants Feroldi and Evergreen Surveying, Inc. acted with malice with respect to preparing the erroneous legal description for the Prescott Property and with respect to using that erroneous legal description in the Prescott Deed and the Bear Mountain Ranch Plat.

50. Bear Mountain Company has suffered special damages in the form of attorney fees, costs and expenses to clear its title, along with the damages to the real property which consist of the clearing of trees, the disruption of soil, and the installation of an unwanted well.

51. The Prescotts wrongfully trespassed upon the Bear Mountain Company property to remove trees, disturb the ground and dig the existing well.

52. The parties stipulated to \$7,000.00 in compensatory damages, and the Court adopts the stipulation of the parties and hereby enters it as a finding of fact of the Court.

53. The Bear Mountain Company property has been accessed by Bear Mountain Company and its predecessors in interest over a driveway crossing the extreme northeastern portion of the Prescott Property (the "Driveway Easement").

54. Bear Mountain Company's predecessors in title gave up alternate access they had through what is now the Prescott Property across Zuni Road in exchange for

20. The three-quarter-inch inside-diameter iron pipe found near the south end of the line in question, which Defendants contended was the correct property corner, is not the correct corner and was not set by the original surveyor, Kurt Linn, Sr.

21. Kurt Linn, Sr. used No. 3 rebar to mark his corners, not three-quarter-inch inside-diameter iron pipe.

22. The survey of the Bear Mountain Company property performed by Hayes & Soucie (Ex. 26) contains an accurate legal description of the Bear Mountain Company property.

23. Feroldi failed to use standard survey principles when surveying the Prescott Property and did not follow the calls in the Dittman Deed (Ex. 15). The result of the errors is an incorrect legal description of the Prescott property.

24. The Court notes and considers significant the variation or discrepancy in language between the Dittman Deed (Ex. 15) and the Prescott Deed (Ex. 19). The Dittman Deed uses the east line of the south half of Section 7 as the reference point. The Prescott Deed, for reasons the Court finds not to be warranted, uses the west section line instead.

25. The Court notes that alone, among all of the surveys that have been made known to the Court, Feroldi elected to reference the west line of the south half of Section 7 rather than the east line. The Court finds no reasonable basis for his having done so and finds that the only reasonable take-off point for the survey was the east boundary of the south half of Section 7.

26. The determination of Feroldi to place the line between the Bear Mountain Company property and the Prescott Property as he did was, as he acknowledged, without legal basis. The impact of Feroldi's certifying that he had complied with Colorado law governing surveyors, when in fact he had not, negated his credibility with the Court.

27. Further, there is no evidence whatsoever, including from Feroldi, that there was any basis whatsoever in the principles applicable to land surveying that would warrant or justify his placement of that line where he placed it on Exhibit 31.

28. At all times before, during and after performing his survey, Feroldi had available to him all of the deeds for all of the parcels in the south half of Section 7. Feroldi knew or should have known that all of the relevant deeds made their calls based on lines running parallel to the east line of the south half of Section 7 and that specific numbers of feet, either 528 feet or a multiple thereof, were called out in all eight of the parcels east of Parcel 9.

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the right to use the Driveway Easement. It would be impractical and unreasonable for them to access Ince Road without crossing a portion of the Prescott Property.

55. The Dittmans recorded an "Affidavit Acknowledging Permissive Easement" in the Jefferson County real estate records on March 24, 1962, at Reception No. 82018001 (the "Easement Affidavit") (Ex. 45). The Easement Affidavit does not and did not preclude the establishment of a prescriptive or implied easement, an easement by estoppel, or an easement by way of necessity.

56. Both Bear Mountain Company and its predecessors in interest had no knowledge that the Driveway Easement would be revoked. Relying upon the assumption they would have permanent access to their land via the Driveway Easement, Bear Mountain Company and its predecessors in interest gave up their right to the then existing right of way, which lay further west across the Prescott Property.

57. Bear Mountain Company's predecessors in title and Bear Mountain Company used the Driveway Easement in question rigorously, continuously and without challenge until this litigation.

58. The Driveway Easement is described as an "Ingress-Egress Easement" and is accurately depicted as crossing the extreme northeastern portion of the Prescott Property in the Bear Mountain Ranch Plat which was recorded in the Jefferson County real estate records on May 16, 2000, at Book 154, Page 32, at Reception No. F1007300.

59. The Driveway Easement clearly burdens the Prescott Property and is for the benefit of accessing the Bear Mountain Ranch Property. The Driveway Easement runs with the land.

60. The Driveway Easement is fifteen (15) feet in width.

61. Bear Mountain Company has never put the Bear Mountain Company Property up for sale.

CONCLUSIONS OF LAW

1. The calls to south in the subject deeds were all modified with the words "and parallel to the south half of the east line of Section 7" and, therefore, use of the word "south" in the subject deeds does not create an ambiguity. Whether a deed is ambiguous is a question of law, and when the language of the deed is clear and of definite import, its effect is to be resolved by the court. *Terry v. Salsner*, 892 P.2d 392, 393 (Colo. Ct. App. 1994). Courts will not torture words and phrases to create an ambiguity where the ordinary meaning of the word leaves no room for ambiguity. *Hudson v. Tensasac Oil Co.*, 796 P.2d 21, 22 (Colo. Ct. App. 1990). It is well established that the words "north," "south," "east" and "west" mean "due north, etc., only in the absence of other words qualifying their meaning." *Andrew v. North Coast*

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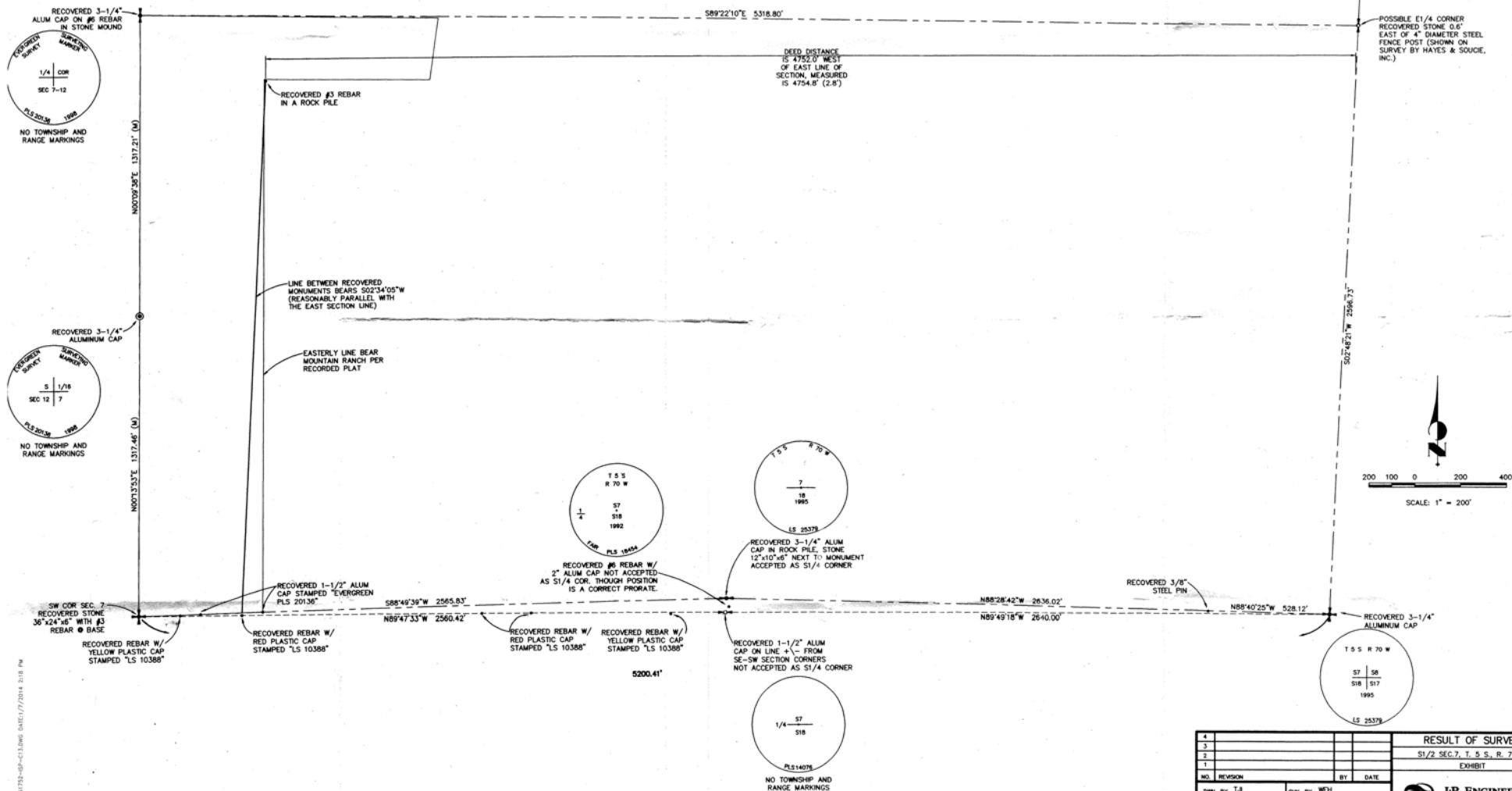
8

Reception# 2014035316

RESULT OF SURVEY **S1/2 SECTION 7, TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE 6TH P.M.** **EXHIBIT**

JOSEPH W. STICE iii, PLS

10964 BAYFIELD WAY
 PARKER, CO 80138
 720-280-7955 COLORADOSURVEYOR@GMAIL.COM
 SHEET 5 OF 10



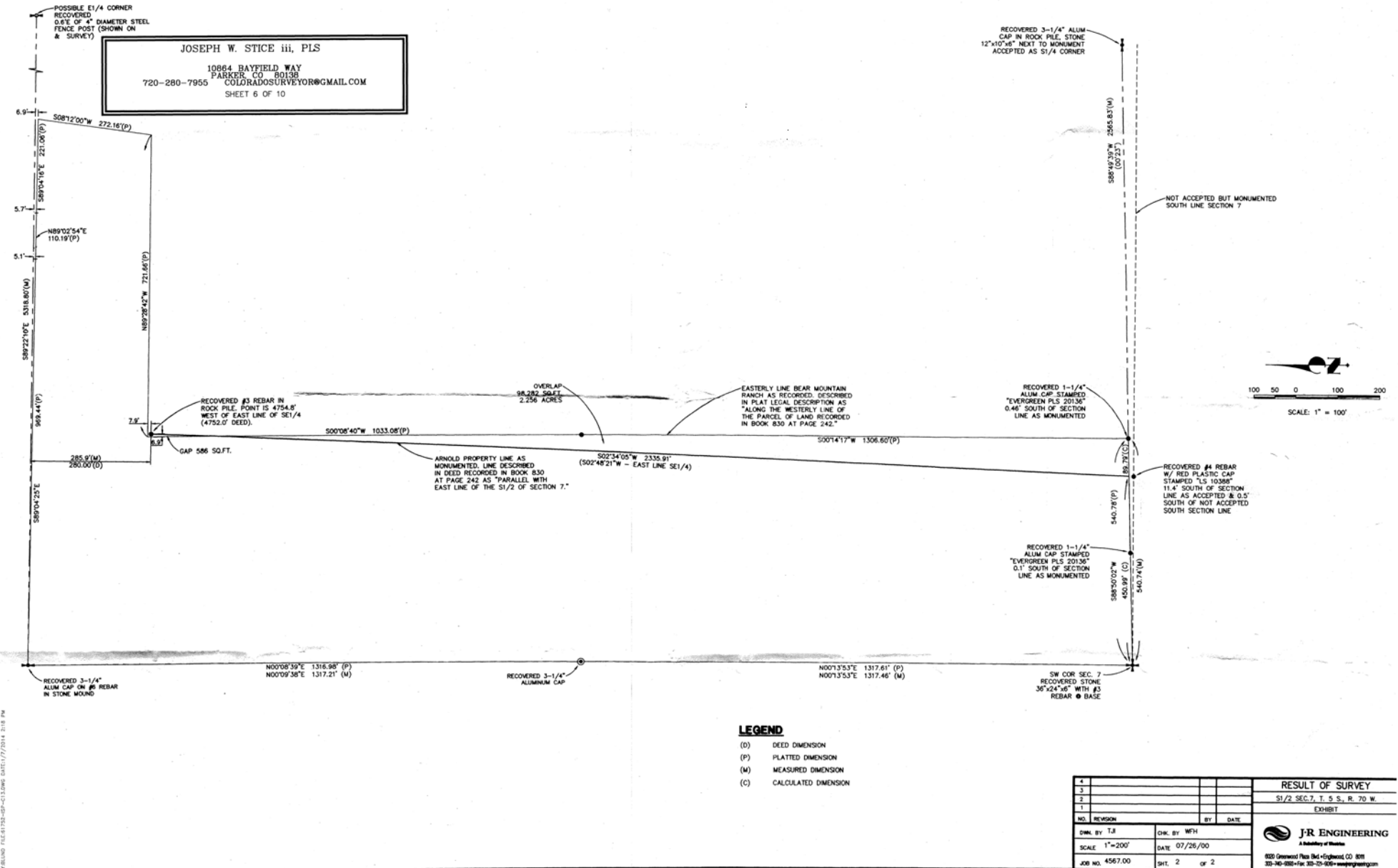
4				RESULT OF SURVEY	
3				S1/2 SEC. 7, T. 5 S., R. 70 W.	
2				EXHIBIT	
1					
NO. REVISION		BY		DATE	
CHK. BY T.J.		CHK. BY WTH			
SCALE 1"=200'		DATE 07/26/00			
JOB NO. 4567.00		SHT. 1 OF 2			

	J.R. ENGINEERING
	<i>A Subsidiary of Theotex</i>
9520 Greenwood Plaza Blvd., Englewood, CO 80150 303-740-9000 / fax 303-755-9005 / web@jrengineering.com	

J-R ENGINEERING
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 8020 Greenwood Plaza Blvd • Englewood, CO 80150
 303-760-9200 • Fax 303-751-9200 • www.jrengineering.com

Reception # 201435316

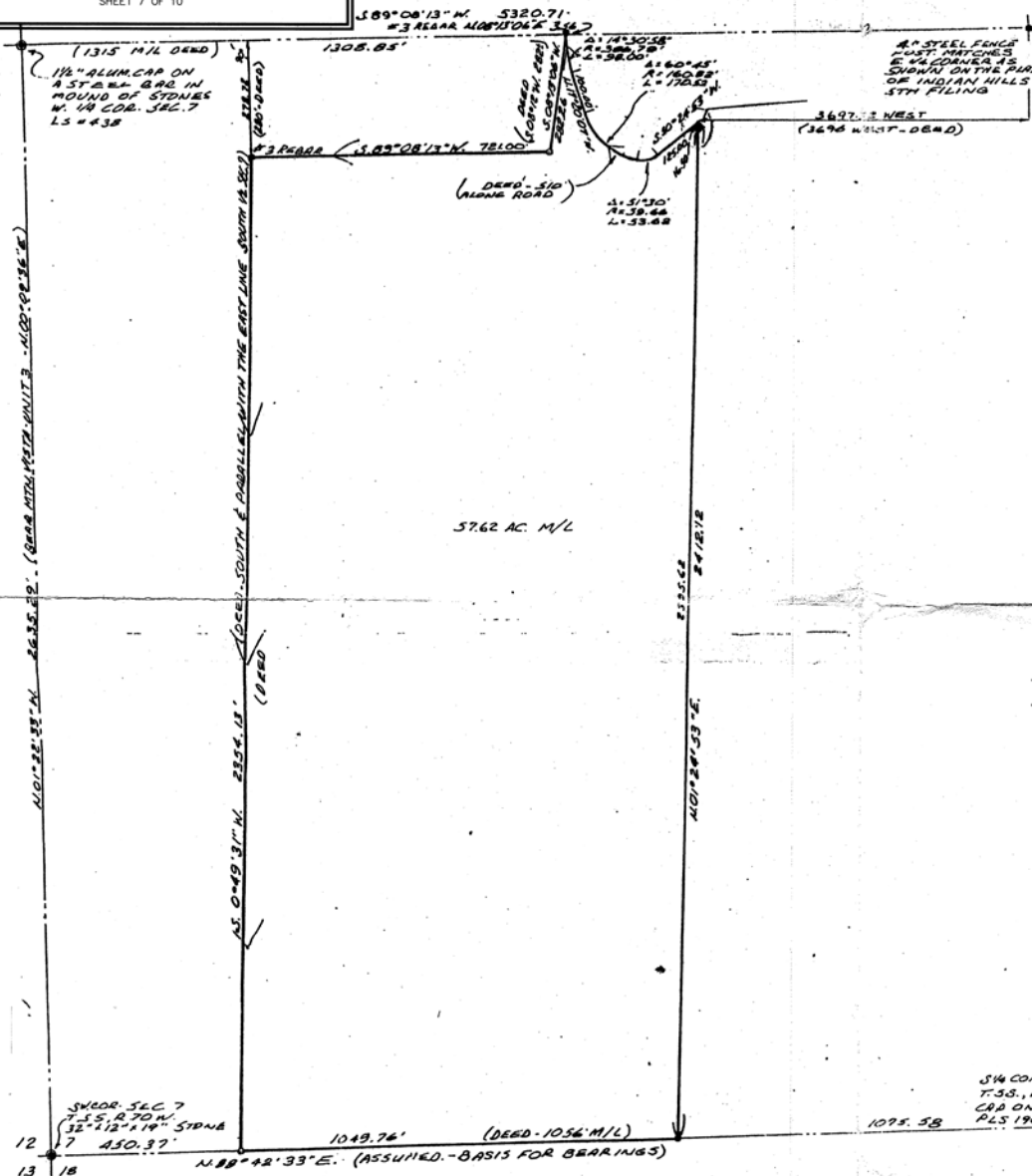
RESULT OF SURVEY **S1/2 SECTION 7, TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE 6TH P.M.** **EXHIBIT**



Reception # 2014035316

JOSEPH W. STICE III, PLS
10864 BAYFIELD WAY
PARKER, CO. 80138
720-280-7955 COLORADOSURVEYOR@GMAIL.COM
SHEET 7 OF 10

BOUNDARY SURVEY PLAT
SECTION 7, T.5S., R.70W., 6TH P.M.
JEFFERSON COUNTY, COLORADO



That part of the South $\frac{1}{4}$ of Section 7, Township 5 South, Range 70 West of the 6th Principal Meridian described as follows: Beginning at a point on the south right of way of Inca Road (as the same appears on a Map of Indian Hills, Fifth Filing, Eden Park, Jefferson County, Colorado, as filed in the office of the Recorder of Jefferson County, Colorado, on January 23, 1926) which point is 3696 feet west of the East line of the South $\frac{1}{4}$ of said Section 7 and is indicated by a steel pipe; thence westerly and northerly along the southerly and westerly line of said Inca Road 510 feet more or less to a point on the North line of the South $\frac{1}{4}$ of said Section 7 where said North line intersects the west side of the right of way of said Inca Road and which point lies 1315 feet more or less east of the Northwest corner of said South $\frac{1}{4}$ of Section 7; thence south 8 degrees 12 minutes west 282 feet more or less to a point 280 feet south of the North line of said South $\frac{1}{4}$ of Section 7; thence west and parallel with the North line of said South $\frac{1}{4}$ of said Section 7 a distance of 721 feet to a point which is the Northwest corner of the tract here being described; thence south and parallel with the East line of said South $\frac{1}{4}$ of said Section 7 to a point on the South line of said Section 7; thence east along the South line of said Section 7 1056 feet more or less to a point on said South line of said Section 7, which point is 3696 feet west of the East line of said South $\frac{1}{4}$ of said Section 7; thence north and parallel with the East line of said South $\frac{1}{4}$ of said Section 7 to the point or place of beginning.

NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SIGN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFEATS ANY PUBLIC LAND SURVEY MARKER, OR LAND EXHIBIT, OR ANY OTHER MARKER, OR PERMITS A CLASS 2 MISDEMEANOR PURSUANT TO STATE STATUTE 18-6-508 C.R.S.
- INDICATES MONUMENT FOUND AS NOTED.
- INDICATES A 3/4 INCH PLASTIC CAP STAMPED PLS NO. 10388 SET ON A #3 REBAR UNLESS OTHERWISE NOTED.
- THE BASIS FOR BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF N.88°42'33"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 7, T.5 S., R.70 W., 6TH P.M., BETWEEN MONUMENTS SHOWN.

SURVEYOR'S CERTIFICATE

I, ROGER E. SOUCIE, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SURVEY.

DATED THIS 11TH DAY OF JULY, 1995.

Roger E. Soucie
ROGER E. SOUCIE P.L.S. #10388



COUNTY SURVEYOR'S CERTIFICATE:

DEPOSITED THIS _____ DAY OF _____, 1995, AT _____ M., IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS
RIGHT-OF-WAY SURVEYS PAGE _____, RECEPTION NO. _____

HAYES & SOUCIE, INC. PROFESSIONAL LAND SURVEYORS - 4891 HIGHWAY 74 PO BOX 1214 EVERGREEN, CO. 80439 PHONE (303) 774-1771 FAX (303) 774-1872	
SCALE: 1"=200'	APPROVED BY: _____
DATE: 7-11-95	REVIEWED: _____
CHECKED BY: CHUCK ARNOLD	TITLE CO.: NONE FURNISHED

[illegible]

PARCEL A
76.541 ACRES.

The Northwest Quarter (NW¼) of Section 18, Township 5-South, Range 70 West of the 6th P.M., EXCEPT the West One-half of the Northwest Quarter (NW¼) of Section 18, Township 5-South, Range 70 West of the 6th P.M., as described in the Original Plat of the Northwest Quarter of the Southwest Quarter of Section 18, Township 5-South, Range 70 West of the 6th P.M. in Book 449 at Page 440, and also EXCEPT the North One-half of the Northwest Quarter of Section 18, Township 5-South, Range 70 West of the 6th P.M. as described in the Original Plat of the Northwest Quarter of Section 18, Township 5-South, Range 70 West of the 6th P.M. as recorded in the County of Jefferson, State of Colorado.

ACRES: 15.00. Acreage described as follows:

A 30 foot wide acreage road utility easement (being 15 feet either side of the center line) of the center line of the Northwest Quarter of Section 18, Township 5-South, Range 70 West of the 6th P.M., as described in the Original Plat of the Northwest Quarter (NW¼) SW¼ of section 18, Township 5-South, Range 70 West of the 6th P.M. as recorded in the County of Jefferson, State of Colorado, as shown on the West Line of the North & Southwest & Southwest & Northwest ¼ of said Section 18 and the centerline of said Acreage, and along the North & Northwest & Northwest & Southwest ¼ of said Section 18, Township 5-South, Range 70 West of the 6th P.M. as described in the Original Plat of the Northwest Quarter of the Southwest Quarter corner of said Section 18; thence leaving said West Line and following said centerline North & Northwest & Northwest & Southwest ¼ of said Section 18, Township 5-South, Range 70 West of the 6th P.M. 155.65 feet a central angle of 39°54'14" East and a radius of 30.00 Feet, an arc of 155.65 feet to a point on the centerline of said Section 18, Township 5-South, Range 70 West of the 6th P.M., a distance of 89.00 feet to a point of curvature; thence along a curve to the right having a central angle of 31°54'00" East and a radius of 150.00 feet to a point of tangency; thence South 39°54'14" East, a distance of 30.31 feet, more or less, to the center point of said Section 18, Township 5-South, Range 70 West of the 6th P.M.; thence South 39°54'14" East, a distance of 30.31 feet, more or less, to the Northwest ¼ of said Section 18, said point being the POINT OF BEGINNING, County of Jefferson, State of Colorado.

Parcel A

All that certain parcel of land in the northwest quarter of Section 18, Township 5 South, Range 70 West of the 6th Principal Meridian, Jefferson County, Colorado, described as follows:

Beginning at the west quarter corner of said Section 18 as marked by a pin and cap marked "Doerrner & Company 15 14076";

thence along Lot 24, Bear Mountain Vista, Unit 3, N 0° 35' 31" E, 327.13' to a point marked by a pin and cap marked "Doerrner & Company 15 14076";

thence along the east line of the north half of the southeast quarter of the southwest quarter of said Section 10, S. 0° 06' 04" W., 250.00 feet to a point marked by a pin and cap marked "Fair Pile 1894";

thence along the east line of said north half, S. 0° 06' 04" W., 380.00 feet to a pin and cap marked "Fair Pile 1894";

thence along the north line of said north half, S. 89° 40' 09" W., 320.05 feet to a pin and cap marked "Fair Pile 1894";

thence along the east line of the east half of the northwest quarter of the southeast quarter of the southeast quarter of said Section 10, S. 0° 31' 42" W., 325.25 feet to a point marked by a pin and cap marked "Fair Pile 1894";

thence N. 90° 00' 00" E., 650.00 feet to a point marked by a pin and cap marked "Fair Pile 1894";

thence S. 89° 59' 31" W., 776.35 feet to a point marked by a pin and cap marked "Fair Pile 1894";

thence S. 89° 59' 31" W., 1353.50 feet to a point marked by a pin and cap marked "Fair Pile 1894";

thence along the north-west corner of said Section 10, S. 0° 06' 04" W., 1772.75 feet to the center quarter corner of said Section 10 as marked by a 2 inch nail set with a 2 inch nail cap marked accordingly and "Fair Pile 1894";

thence along the east-west centerline of said Section 10, S. 89° 34' 42" W., 2500.00 feet to the point of beginning, containing 75.50 acre, more or less.

A11 that certain parcel of land in the northwest quarter of Section 18,
 Township 5 South, Range 70 West of the 6th Principal Meridian, Jefferson
 County, underlain by the following:
 Beginning at the northwest corner of said Section 18 as marked by a
 3/8" inch steel bar by a stone;
 thence along Section 18, Township 5 South, R. 70 W. 6th P.M. 835.09 feet
 to a point marked by a pin and cap marked "Fair Pls 18094";
 thence S 0°00' 00" E., 390.00 feet to a point marked by a pin and cap
 marked "Fair Pls 18094";
 thence S 69°37' 37" E., 305.17 feet to a point marked by a pin and cap
 marked "Fair Pls 18094";
 thence S 19°38' 15" E., 779.35 feet to a point marked by a pin and cap
 marked "Fair Pls 18094";
 thence S 90°00' 00" W., 630.00 feet to a point marked by a pin and cap
 marked "Fair Pls 18094";
 thence along the east line of the west half of the northwest quarter
 of the southeast quarter of the northwest quarter of said Section 18,
 R. 70 W. 6th P.M. 835.00 feet to a point marked by a pin and cap
 marked "Fair Pls 18094";
 thence along the north line of said east half, S 89°58' 15" W., 323.35
 feet to a point marked by a pin and cap marked "Dwyer & Co 18096";
 thence along the north line of said east half, S 89°58' 15" W., 323.35
 feet to a point of beginning, containing 53.037 acres.

[illegible]

1. BEARING, BASIS: WEST SECTION LINE (RANGE LINE) AS PER
ADJOINING RECORDED PLAT OF BEAR MOUNTAIN VISTA
UNIT 3 N.M.H.S.E. BETWEEN NORTHWEST SECTION
CORNER AND WEST QUARTER CORNER IS SHOWN.

2. TOPOGRAPHIC FEATURES ARE APPROXIMATE.

3. NO TITLE REPORT DONE OR RECEIVED ANY EASEMENTS,
CONDITIONS OR INFORMATION DISCLOSED BY SAME
IS NOT SHOWN HEREON.

- ALIGNED SECTION CORNERS AS SHOWN
- FOUND PIN & CAP "DOERRER & COMPANY'S 14076"
- FOUND 8" SPIKE
- FOUND 1/8" STEEL BAR
- SET 1/4" NAIL SURVEY STATION
- NINE FENCE
- UTILITY POLE WITH OVERHEAD UTILITY LINES
- INTRUSIVE, PROMINENT ROCK FORMATION ON OR NEAR BOUNDARIES

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY REPRESENTS THE RESULTS OF A TRUE AND CORRECT SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, DONE ON THE PREMISES UNDER MY DIRECT SUPERVISION DURING AUGUST, 1998. THE ABOVE IS CERTIFIED TO THE SELLER, HUSAM BAHRAINI, M.D., THE PURCHASER, RICK SLUDD, AND THE TITLE INSURANCE COMPANY, CHICAGO TITLE INSURANCE COMPANY.

FAIR SURVEYING
7237 S. ASPEN MEADOW DRIVE
EVERGREEN, COLORADO 80439
PHONE/FAX: 674-8797



MONUMENTED LAND SURVEY PLAT
NORTHWEST QUARTER OF SECTION 18
TOWNSHIP 5 SOUTH RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN
JEFFERSON COUNTY COLORADO
SCALE: [redacted], AUGUST, 1992

SHEET 1 OF 2

92167

[illegible]