

CONTRACT TO BUY AND SELL AN EASEMENT

1. **PARTIES.** The TOWN OF ERIE, a municipal corporation of the State of Colorado (“Buyer”), agrees to buy, and HUNT BROTHERS PROPERTIES, INC., a Colorado corporation whose address is 10100 Dallas Street, Henderson, CO 80640 (“Seller”) agrees to sell, on the terms and conditions set forth in this Contract to Buy and Sell an Easement (“Contract”), a perpetual and permanent non-exclusive easement in, to, over, under, along, upon and across certain real property owned by Seller.

2. **INTERESTS TO BE CONVEYED.** A perpetual and permanent non-exclusive easement, in, to, over, under, along, upon and across the Easement Property described in **Exhibit 1**, lying and being in the County of Weld, State of Colorado, for the purposes of constructing, installing, locating, drilling, testing, operating, maintaining, monitoring, replacing, accessing, and using any and all infrastructure, including but not limited to wells, pumps, pipelines, and related facilities (collectively the “Infrastructure”), and all other reasonable and necessary purposes related to said Infrastructure, together with a right to construct roads to provide access to the Infrastructure on the Easement Property for said purposes (“Easement”).

3. **PURCHASE AND SALE.** For and in consideration of the mutual promises, covenants, and consideration in this Contract, the sufficiency of which is hereby acknowledged, Seller will tender and, subject to the terms and conditions of this Contract, the Buyer will accept the Easement as required to complete the conveyance from Seller to Buyer.

4. **PURCHASE PRICE AND PAYMENT.**

a. **Purchase Price.** The purchase price for the Easement is one hundred seventeen thousand six hundred dollars (\$117,600.00) (“Purchase Price”).

b. **Buyer’s Payment.** At Closing, as described below, Buyer shall tender the full Purchase Price.

5. **CONVEYANCE DOCUMENTS.** To effectuate the conveyance of the Easement, Seller shall deliver at Closing a fully executed Easement Deed and Agreement, substantially in the form of **Exhibit 2**,

6. **DUE DILIGENCE.** Buyer has undertaken all necessary due diligence activities prior to execution of this contract.

7. **WARRANTIES.** Seller warrants that it has good and sufficient title to the Easement Property, and all rights, privileges and authority to sell the Easement for the Easement Property; that there are no liens or encumbrances of any kind against the Easement Property; that consummation of this transaction will not result in a breach of any contract to which Seller is a party or is otherwise bound, including but not limited to any mortgage, lease, or encumbrance; and that between the date of this Contract and the Closing, Seller has not and will not take any action that materially and adversely effects the use or value of the Easement Property and Easement. Said warranties survive the Closing hereunder.

8. **CLOSING.** Closing, if any, must occur no later than **September 17, 2021**, and on a date mutually agreeable to the parties. At the Closing, the parties shall make, simultaneously, the payments and conveyances as follows, each of which performances is a condition precedent to the others:

a. Seller shall deliver to Buyer an Easement Deed and Agreement executed by Seller, substantially in the form of **Exhibit 2**.

b. Buyer shall deliver to Seller the Purchase Price.

c. Buyer and Seller shall execute and deliver to one another any other documents reasonably required to close the transaction contemplated by this Contract.

9. **CLOSING COSTS, DOCUMENTS, AND SERVICES.** Buyer and Seller will equally share all closing costs. Buyer shall pay any recording costs associated with recording the Easement Deed and Agreement in the records of the Weld County Clerk and Recorder's Office.

10. **TIME OF ESSENCE, DEFAULT.** Time is of the essence. If any payment due hereunder is not paid, honored, or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, the non-breaching party may elect to treat this Contract as terminated and recover such damages as may be proper; or may elect to treat this Contract as being in full force and effect and shall have the right to seek specific performance, damages, or both.

11. **TERMINATION.** In the event this Contract is terminated under the terms hereof, all payments and things of value received hereunder will be returned to Buyer, all documents provided by Seller will be returned to Seller, and all parties are be relieved of all obligations hereunder. In the event of a default rather than termination under the terms hereof, the remedies in paragraph 10 will apply.

12. **RECOMMENDATION OF LEGAL COUNSEL.** By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and that the examination of title and consultation with legal and tax or other counsel is recommended before signing this contract.

13. **GOVERNMENTAL IMMUNITY AND STATUTORY LIABILITY PROTECTION.** Nothing in this Contract or in any actions taken by the Buyer pursuant to this Contract shall be construed or interpreted as a waiver – express or implied – of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Action, § 24-10-101, *et seq.*, C.R.S., as may be amended. Further, the Buyer may rely on, and does not intend to waive the liability protections provided by § 37-81-104, C.R.S., as may be amended, or any other law, protection, or limitation otherwise available to the Buyer and its respective officers, agents, fiduciaries, representatives, and employees.

14. **NOT ASSIGNABLE.** This Contract is not assignable without the non-assigning party's prior consent. Except as so restricted, this Contract inures to the benefit of and is binding upon the heirs, personal representatives, successors, and assigns of the parties.

15. **NOTICE TO BUYER.** Any notice to Buyer shall be effective when received by Buyer.

16. **NOTICE TO SELLER.** Any notice to Seller shall be effective when received by Seller.

17. **MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

18. **ENTIRE AGREEMENT; LIMITED SURVIVAL OF TERMS.** This Contract constitutes the entire agreement between the Parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been

merged and integrated into this Contract. Unless there is full performance, certain terms of this Contract are intended to and will survive the Closing contemplated herein.

19. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which will be considered to be an original, but all of which together constitute one and the same instrument.

BUYER: TOWN OF ERIE

By: _____

Name: _____

Title: _____

Dated: _____

SELLER: HUNT BROTHERS PROPERTIES, INC.

By: _____

Name: _____

Title: _____

Dated: _____



**LEGAL DESCRIPTION
MULTIPLE WIDTH PERMANENT EASEMENT**

A MULTIPLE WIDTH PERMANENT EASEMENT BEING A PORTION OF PARCEL 3 AND PARCEL 4 AS DESCRIBED UNDER RECEPTION NO. 3940376 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED 1/4 S30-S31 1/4, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 31, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED WLS PLS 38219 2018 BEARS S 00°02'19" W, A DISTANCE OF 2626.27 FEET (PER COLORADO STATE PLANE COORDINATES NORTH - GRID NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE S 54°22'06" W, A DISTANCE OF 448.34 FEET TO A COMMON CORNER OF SAID PARCEL 4 AND PARCEL K AS DESCRIBED ON AN IMPROVEMENT SURVEY PLAT CREATED BY PLS 16406 AND RECORDED UNDER RECEPTION NO. 4033745 OF SAID CLERK'S OFFICE, SAID COMMON CORNER BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE COMMON LINE OF SAID PARCEL 4 AND PARCEL K, S 23°43'03" W, A DISTANCE OF 968.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT K;

THENCE S 01°36'52" W, A DISTANCE OF 361.03 FEET TO THE SOUTHERLY CORNER OF THE CURVED PROPERTY LINE LOCATED ALONG THE WESTERLY LINE OF TRACT A, TURNPIKE MINOR SUBDIVISION AS DESCRIBED UNDER RECEPTION NO. 3558683 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID WESTERLY LINE OF TRACT A, S 23°41'50" W, A DISTANCE OF 445.99 FEET; THENCE N 66°18'20" W, A DISTANCE OF 400.00 FEET;

THENCE GENERALLY ALONG THE WESTERLY TOP OF BANK OF BOULDER CREEK THE FOLLOWING THIRTEEN (13) COURSES:

1) N 02°07'17" E, A DISTANCE OF 75.00 FEET; 2) N 23°43'03" E, A DISTANCE OF 85.00 FEET; 3) N 38°49'20" E, A DISTANCE OF 108.00 FEET; 4) N 74°33'30" E, A DISTANCE OF 60.00 FEET; 5) N 23°43'03" E, A DISTANCE OF 80.00 FEET; 6) N 32°03'59" E, A DISTANCE OF 325.00 FEET;



7) N 18°16'36" E, A DISTANCE OF 120.00 FEET; 8) N 23°43'03" E, A DISTANCE OF 248.00 FEET; 9) N 07°14'02" E, A DISTANCE OF 120.02 FEET; 10) N 18°45'06" E, A DISTANCE OF 70.02 FEET; 11) N 43°47'25" E, A DISTANCE OF 119.00 FEET;

12) N 35°57'46" E, A DISTANCE OF 120.00 FEET; 13) N 23°43'03" E, A DISTANCE OF 195.00 FEET TO A POINT ON A COMMON LINE OF SAID PARCEL 4 AND PARCEL K;

THENCE ALONG SAID COMMON LINE N 87°59'09" E, A DISTANCE OF 172.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 427,059 SQUARE FEET OR 9.80 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 21053 r1

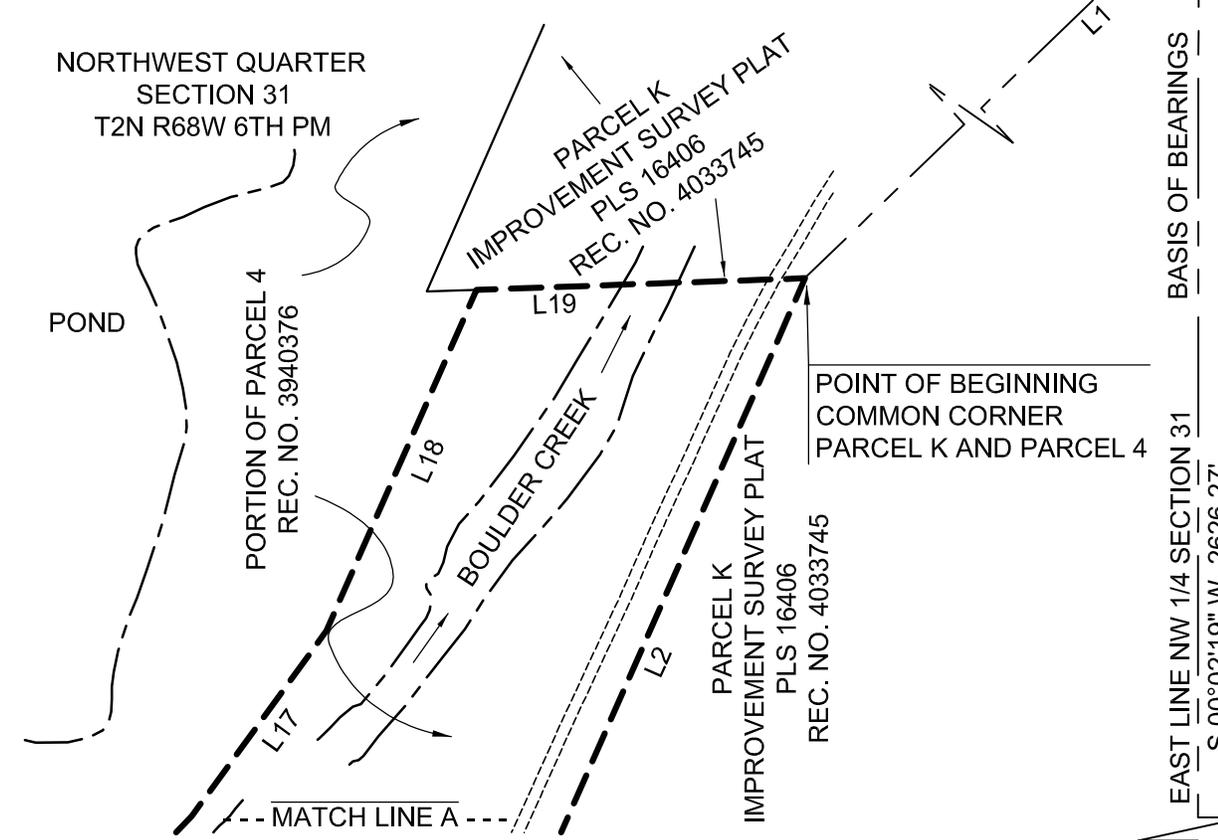
MULTIPLE WIDTH
PERMANENT EASEMENT

EXHIBIT B

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427,059 SQUARE FEET
9.80 ACRES +/-

POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 31 T2N R68W
FND: 2.5" ALUM. CAP
STAMPED 1/4 S30-S31 1/4



BASIS OF BEARINGS
EAST LINE NW 1/4 SECTION 31
S 00°02'19" W 2626.27'

CENTER 1/4 CORNER
SECTION 31 T2N R68W
FND: 2.5" ALUM. CAP
STAMPED WLS PLS 38219 2018

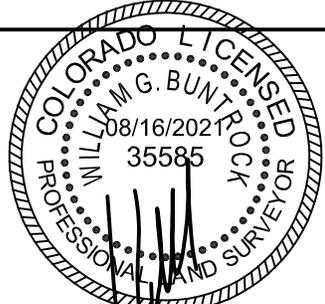


LINE	BEARING	DISTANCE
L1	S 54°22'06" W	448.34'
L2	S 23°43'03" W	968.81'
L3	S 01°36'52" W	361.03'
L4	S 23°41'50" W	445.99'
L5	N 66°18'20" W	400.00'
L6	N 02°07'17" E	75.00'
L7	N 23°43'03" E	85.00'
L8	N 38°49'20" E	108.00'
L9	N 74°33'30" E	60.00'
L10	N 23°43'03" E	80.00'

LINE	BEARING	DISTANCE
L11	N 32°03'59" E	325.00'
L12	N 18°16'36" E	120.00'
L13	N 23°43'03" E	248.00'
L14	N 07°14'02" E	120.02'
L15	N 18°45'06" E	70.02'
L16	N 43°47'25" E	119.00'
L17	N 35°57'46" E	120.00'
L18	N 23°43'03" E	195.00'
L19	N 87°59'09" E	172.00'

NOTICE - 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.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	08/16/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21053
HORZ. SCALE	1" = 100'

R1

MULTIPLE WIDTH
PERMANENT EASEMENT

EXHIBIT B

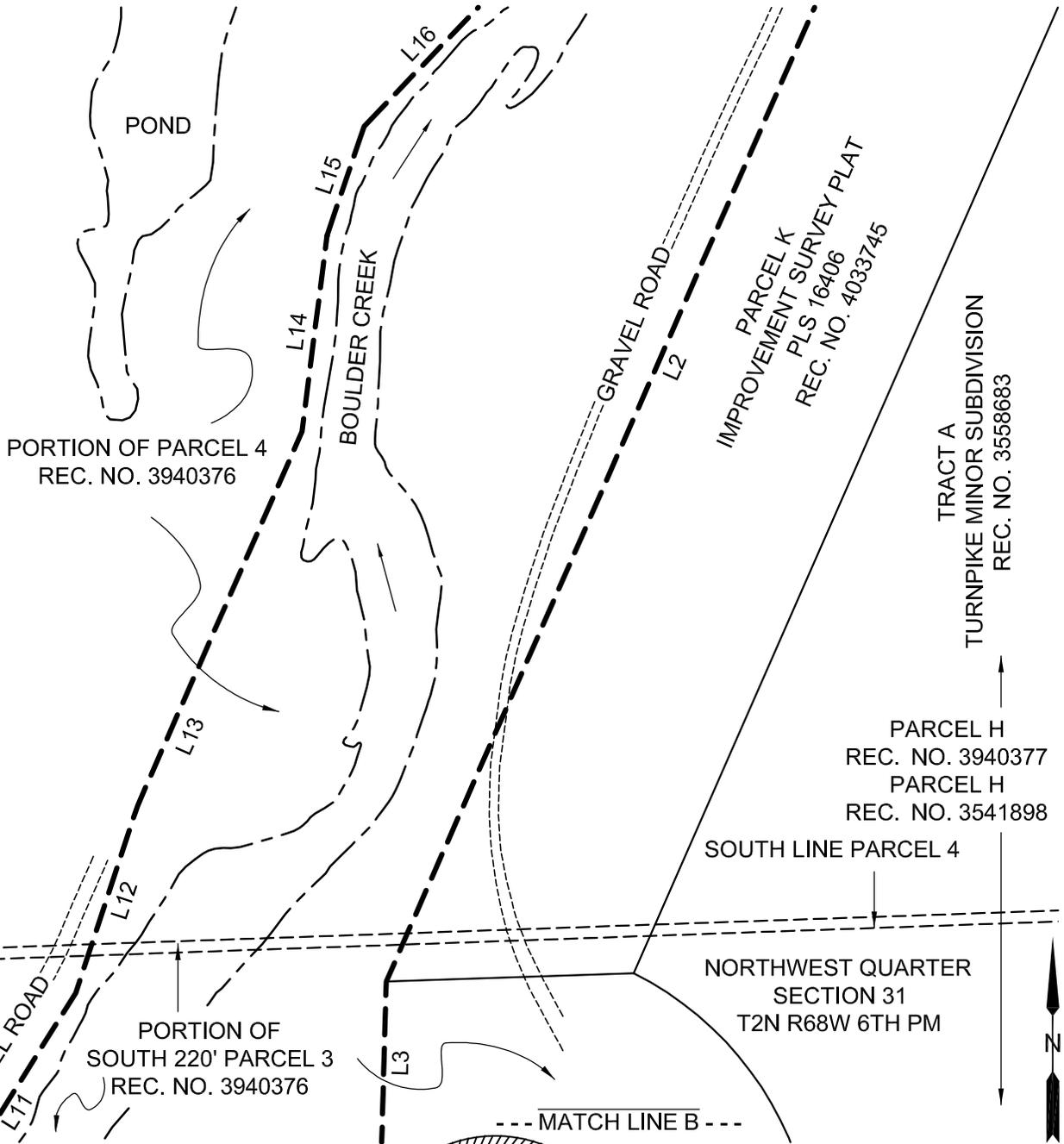
427,059 SQUARE FEET
9.80 ACRES +/-

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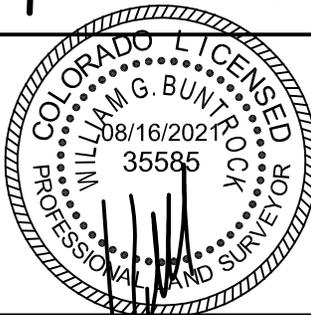
--- MATCH LINE A ---

NOTICE - 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.

RECORDED EXEMPTION 1313-31-2-RE3742
REC. NO. 3587245



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	08/16/2021
DRAWN	BB
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PROJECT NO.	TN 21053
HORZ. SCALE	1" = 100'

R1

MULTIPLE WIDTH
PERMANENT EASEMENT

EXHIBIT B

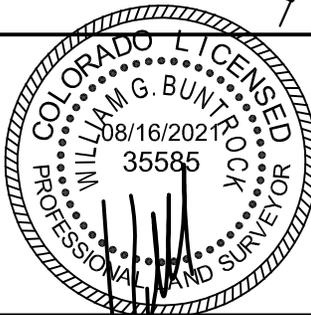
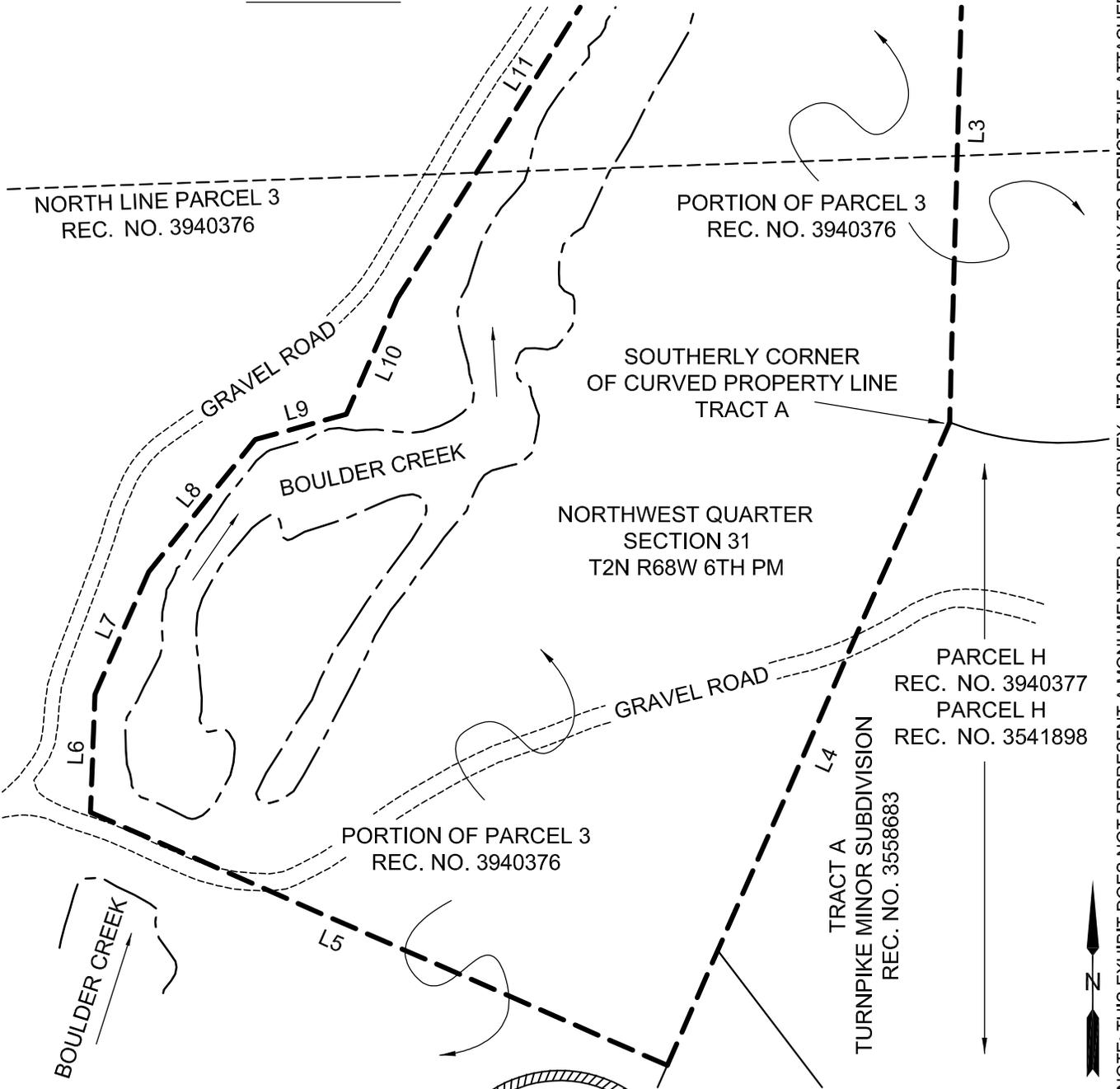
427,059 SQUARE FEET
9.80 ACRES +/-

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--- MATCH LINE B ---

NOTICE - 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.

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DATE	08/16/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21053
HORZ. SCALE	1" = 100'

R1

Exhibit 2 to Easement Purchase Agreement

EASEMENT DEED AND AGREEMENT

This EASEMENT DEED AND AGREEMENT ("Deed and Agreement") is made as of _____, 2021, by and between HUNT BROTHERS PROPERTIES, INC., a Colorado corporation whose address is 10100 Dallas Street, Henderson, CO 80640 ("Grantor"), and the TOWN OF ERIE, COLORADO ("Grantee"), a Colorado municipality. Grantor and Grantee are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor owns certain parcels of land located in the County of Weld, State of Colorado, and more particularly described in **Exhibit A** ("Grantor Parcels"); and

WHEREAS, Grantee desires to obtain, and Grantor agrees to grant, a perpetual and permanent non-exclusive easement ("Easement") in, to, over, under, along, upon and across those portions of the Grantor Parcels more particularly described and depicted in **Exhibit B** attached hereto ("Easement Property") for the construction, installation, maintenance, operation, repair, replacement, access, and use of wells, pipelines, and associated infrastructure and appurtenances, including but not limited to access roads to be located thereon.

WITNESSETH that Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell and convey unto Grantee, its successors and assigns forever, a perpetual and permanent non-exclusive easement, in, to, over, under, along, upon and across the Easement Property described in **Exhibit B**, lying and being in the County of Weld, State of Colorado, for the purposes of constructing, installing, locating, drilling, testing, operating, maintaining, monitoring, replacing, accessing, and using any and all infrastructure, including but not limited to wells, pumps, pipelines, and related facilities (collectively the "Infrastructure"), and all other reasonable and necessary purposes related to said Infrastructure, together with a right to construct roads to provide access to the Infrastructure on the Easement Property for said purposes.

This Deed and Agreement expressly includes the following terms and conditions:

1. The Easement may not be assigned, sold, or conveyed on either a temporary or permanent basis, except to another government body or successor organization to the Grantee.
2. Grantor hereby agrees not to grant any additional rights or concurrent rights to the use of the Easement Property to any other party or entity which will in any

way interfere with Grantee's use of the Easement Property, and Grantor will provide Grantee with written notice before any such grant to a third party. Grantee agrees that it will not assign or convey any interest in the Easement or the Easement Property except for a conveyance of all such interests and assignment all associated obligations to a successor of Grantee that assumes the water service obligations of Grantee.

3. Grantor acknowledges that it is the successor in interest to a February 13, 2008 Surface Use Agreement ("SUA"), recorded under Reception No. 3541891 in Weld County, Colorado, that establishes certain Oil and Gas Operations Areas on the Grantor Parcels. Pursuant to Paragraph 1 (f) of the SUA, Grantor may under certain circumstances offer to move the Oil and Gas Operations Area defined in the SUA as the "NE/4NW/4 Location" to the east side of Boulder Creek. Grantor hereby agrees that it will take any actions necessary to ensure that the NE/4NW/4 Location is not moved to a location within the Easement Property, including without limitation a) backfilling of the pond referenced in Paragraph 1 (f) of the SUA or b) offering an Oil and Gas Operations Area for the NE/4NW/4 Location that is located on the east side of Boulder Creek and outside of the Easement Property.

4. In addition to Grantee's rights described herein, this Easement gives Grantee the right to cut and clear trees, brush, debris, and other obstructions on the Easement Property that might interfere with Grantee's activities thereon.

5. Grantor reserves the right to access and cross the surface of the Easement Property so long as said activities do not unreasonably interfere with the Easement or cause damage to the Infrastructure.

6. The Easement and the rights and obligations granted and created by this Deed are binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

7. Grantor warrants the title, interest, and claim in and to the Easement and warrants and that it has full power and authority to execute, deliver and perform this Deed and Agreement; that the individual executing this Deed and Agreement on behalf of Grantor is fully empowered and authorized to do so; and that this Deed and Agreement constitutes a valid and legally binding obligation of the Grantor enforceable against the Grantor in accordance with its terms.

8. This Deed and Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

9. This Deed and Agreement shall be recorded by Grantee in the records of the Clerk and Recorder of Weld County, Colorado.

TO HAVE AND TO HOLD the exclusive Easement described herein unto the Grantee, its successors and assigns, forever.

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GRANTEE – TOWN OF ERIE

Jennifer Carroll
Mayor

ATTEST:

Heidi Leatherwood
Town of Erie, Town Clerk

STATE OF COLORADO _____)

_____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Jennifer Carroll, Mayor of the Town of Erie.

Witness my hand and official seal.

My Commission Expires: _____.

(SEAL)

Notary Public

Exhibit A
(Grantor Parcels)

Parcel 1:

THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., ALSO THE SOUTH 220.0 FEET OF THE NORTH 1/2 OF NORTHWEST 1/4 AND THE SOUTH 220.0 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 31,

EXCEPTING THEREFROM LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE 1100.0 FEET SOUTH OF THE NORTH 1/4 CORNER, THENCE EAST 1310.0 FEET, THENCE SOUTH 1555 FEET, MORE OR LESS, TO THE EAST AND WEST CENTERLINE OF SAID SECTION 31; THENCE WEST 1720.0 FEET, THENCE NORTH 1543 FEET; THENCE EAST 410.0 FEET, TO THE POINT OF BEGINNING; ALSO, EXCEPT: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 31 BEARS SOUTH 1030.0 FEET, THENCE NORTH 500.0 FEET ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31 TO A POINT 220.0 FEET, NORTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 88°20' EAST 500.0 FEET, PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 500.0 FEET, PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, THENCE SOUTH 88°20' WEST 500.0 FEET, PARALLEL TO THE NORTH LINE OF SAID TRACT OF LAND, TO THE POINT OF BEGINNING; ALSO, EXCEPT ANY PORTION LYING WITHIN TRACT A, TURNPIKE MINOR SUBDIVISION, COUNTY OF WELD, STATE OF COLORADO.

ALSO KNOWN AS WELD COUNTY PARCEL NO. 131331200010

Parcel 2:

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6 P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 68 WEST, FROM WHENCE THE NORTH 1/4 CORNER OF SECTION 31 BEARS DUE EAST 1010.0 FEET, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, 2320.0 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, 1100.0 FEET, THENCE WEST 2320.0 FEET, THENCE NORTH 1100.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN LOT I AND TRACT A OF TURNPIKE MINOR SUBDIVISION, COUNTY OF WELD, STATE OF COLORADO.

ALSO KNOWN AS WELD COUNTY PARCEL NO. 131331200050

Exhibit B
(Easement Property)



**LEGAL DESCRIPTION
MULTIPLE WIDTH PERMANENT EASEMENT**

A MULTIPLE WIDTH PERMANENT EASEMENT BEING A PORTION OF PARCEL 3 AND PARCEL 4 AS DESCRIBED UNDER RECEPTION NO. 3940376 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED 1/4 S30-S31 1/4, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 31, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED WLS PLS 38219 2018 BEARS S 00°02'19" W, A DISTANCE OF 2626.27 FEET (PER COLORADO STATE PLANE COORDINATES NORTH - GRID NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE S 54°22'06" W, A DISTANCE OF 448.34 FEET TO A COMMON CORNER OF SAID PARCEL 4 AND PARCEL K AS DESCRIBED ON AN IMPROVEMENT SURVEY PLAT CREATED BY PLS 16406 AND RECORDED UNDER RECEPTION NO. 4033745 OF SAID CLERK'S OFFICE, SAID COMMON CORNER BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE COMMON LINE OF SAID PARCEL 4 AND PARCEL K, S 23°43'03" W, A DISTANCE OF 968.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT K;

THENCE S 01°36'52" W, A DISTANCE OF 361.03 FEET TO THE SOUTHERLY CORNER OF THE CURVED PROPERTY LINE LOCATED ALONG THE WESTERLY LINE OF TRACT A, TURNPIKE MINOR SUBDIVISION AS DESCRIBED UNDER RECEPTION NO. 3558683 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID WESTERLY LINE OF TRACT A, S 23°41'50" W, A DISTANCE OF 445.99 FEET; THENCE N 66°18'20" W, A DISTANCE OF 400.00 FEET;

THENCE GENERALLY ALONG THE WESTERLY TOP OF BANK OF BOULDER CREEK THE FOLLOWING THIRTEEN (13) COURSES:

1) N 02°07'17" E, A DISTANCE OF 75.00 FEET; 2) N 23°43'03" E, A DISTANCE OF 85.00 FEET; 3) N 38°49'20" E, A DISTANCE OF 108.00 FEET; 4) N 74°33'30" E, A DISTANCE OF 60.00 FEET; 5) N 23°43'03" E, A DISTANCE OF 80.00 FEET; 6) N 32°03'59" E, A DISTANCE OF 325.00 FEET;



EXHIBIT B TO EASEMENT DEED AND AGREEMENT

7) N 18°16'36" E, A DISTANCE OF 120.00 FEET; 8) N 23°43'03" E, A DISTANCE OF 248.00 FEET; 9) N 07°14'02" E, A DISTANCE OF 120.02 FEET; 10) N 18°45'06" E, A DISTANCE OF 70.02 FEET; 11) N 43°47'25" E, A DISTANCE OF 119.00 FEET;

12) N 35°57'46" E, A DISTANCE OF 120.00 FEET; 13) N 23°43'03" E, A DISTANCE OF 195.00 FEET TO A POINT ON A COMMON LINE OF SAID PARCEL 4 AND PARCEL K;

THENCE ALONG SAID COMMON LINE N 87°59'09" E, A DISTANCE OF 172.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 427,059 SQUARE FEET OR 9.80 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 21053 r1

EXHIBIT B TO EASEMENT DEED AND AGREEMENT

MULTIPLE WIDTH
PERMANENT EASEMENT

EXHIBIT B

PAGE 3 OF 5

427,059 SQUARE FEET
9.80 ACRES +/-

POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 31 T2N R68W
FND: 2.5" ALUM. CAP
STAMPED 1/4 S30-S31 1/4

NORTHWEST QUARTER
SECTION 31
T2N R68W 6TH PM

POND

PORTION OF PARCEL 4
REC. NO. 3940376

PARCEL K
IMPROVEMENT SURVEY PLAT
PLS 16406
REC. NO. 4033745

BOULDER CREEK

POINT OF BEGINNING
COMMON CORNER
PARCEL K AND PARCEL 4

PARCEL K
IMPROVEMENT SURVEY PLAT
PLS 16406
REC. NO. 4033745

BASIS OF BEARINGS

EAST LINE NW 1/4 SECTION 31
S 00°02'19" W 2626.27'

CENTER 1/4 CORNER
SECTION 31 T2N R68W
FND: 2.5" ALUM. CAP
STAMPED WLS PLS 38219 2018

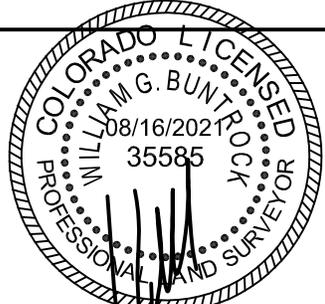


NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

NOTICE - 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.

LINE	BEARING	DISTANCE
L1	S 54°22'06" W	448.34'
L2	S 23°43'03" W	968.81'
L3	S 01°36'52" W	361.03'
L4	S 23°41'50" W	445.99'
L5	N 66°18'20" W	400.00'
L6	N 02°07'17" E	75.00'
L7	N 23°43'03" E	85.00'
L8	N 38°49'20" E	108.00'
L9	N 74°33'30" E	60.00'
L10	N 23°43'03" E	80.00'

LINE	BEARING	DISTANCE
L11	N 32°03'59" E	325.00'
L12	N 18°16'36" E	120.00'
L13	N 23°43'03" E	248.00'
L14	N 07°14'02" E	120.02'
L15	N 18°45'06" E	70.02'
L16	N 43°47'25" E	119.00'
L17	N 35°57'46" E	120.00'
L18	N 23°43'03" E	195.00'
L19	N 87°59'09" E	172.00'



DATE	08/16/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21053
HORZ. SCALE	1" = 100'

R1

EXHIBIT B TO EASEMENT DEED AND AGREEMENT

MULTIPLE WIDTH
PERMANENT EASEMENT

EXHIBIT B

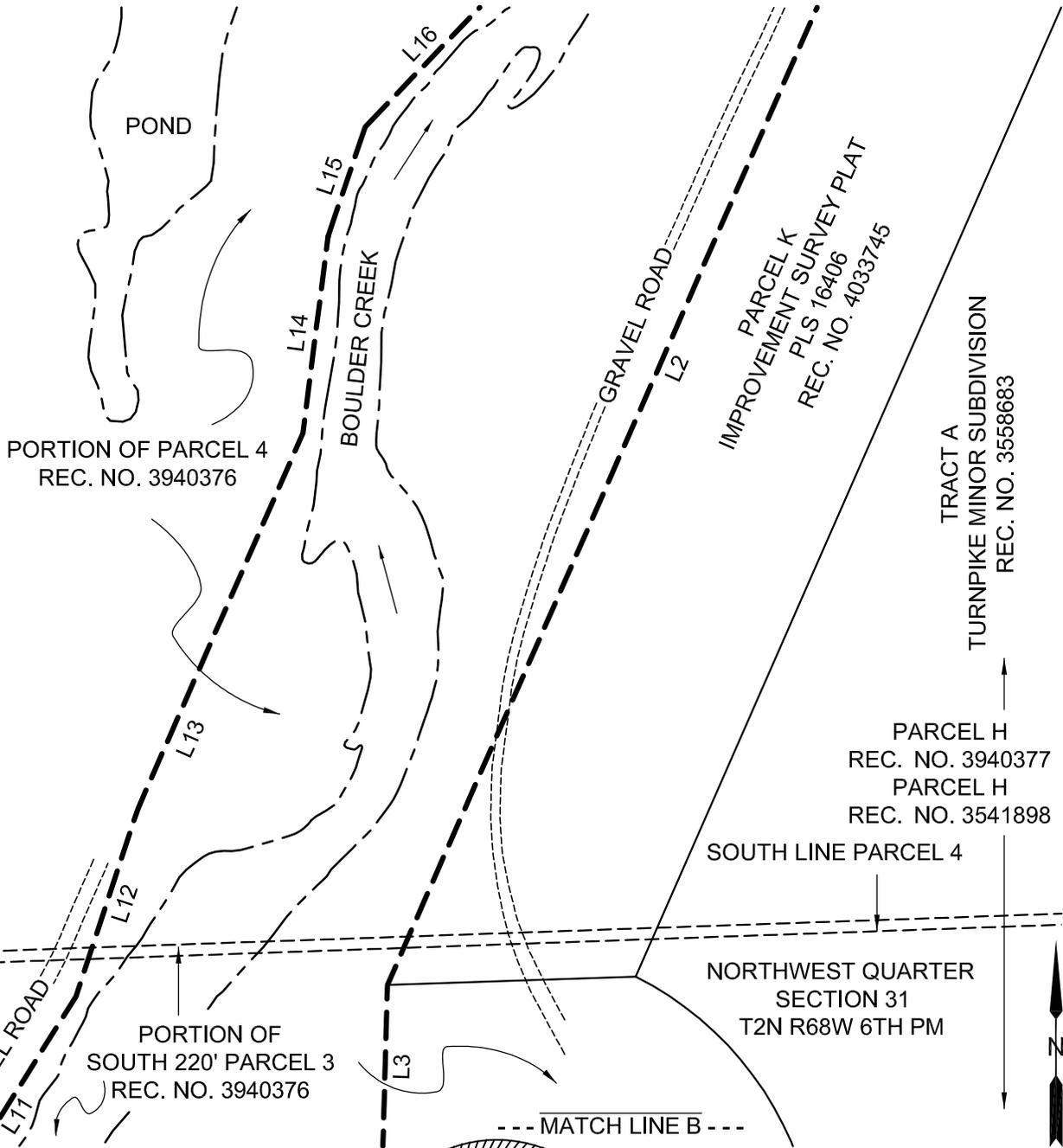
427,059 SQUARE FEET
9.80 ACRES +/-

PAGE 4 OF 5

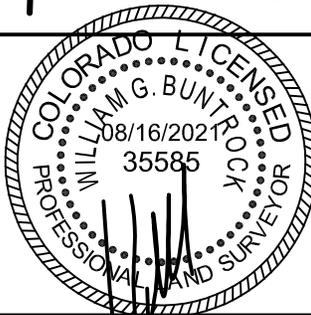
--- MATCH LINE A ---

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RECORDED EXEMPTION 1313-31-2-RE3742
REC. NO. 3587245



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DRAWN	BB
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HORZ. SCALE	1" = 100'

R1

EXHIBIT B TO EASEMENT DEED AND AGREEMENT

MULTIPLE WIDTH
PERMANENT EASEMENT

EXHIBIT B

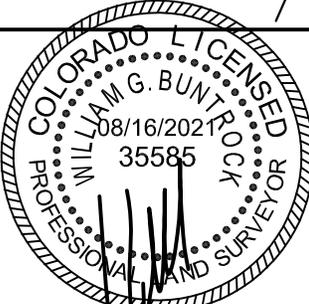
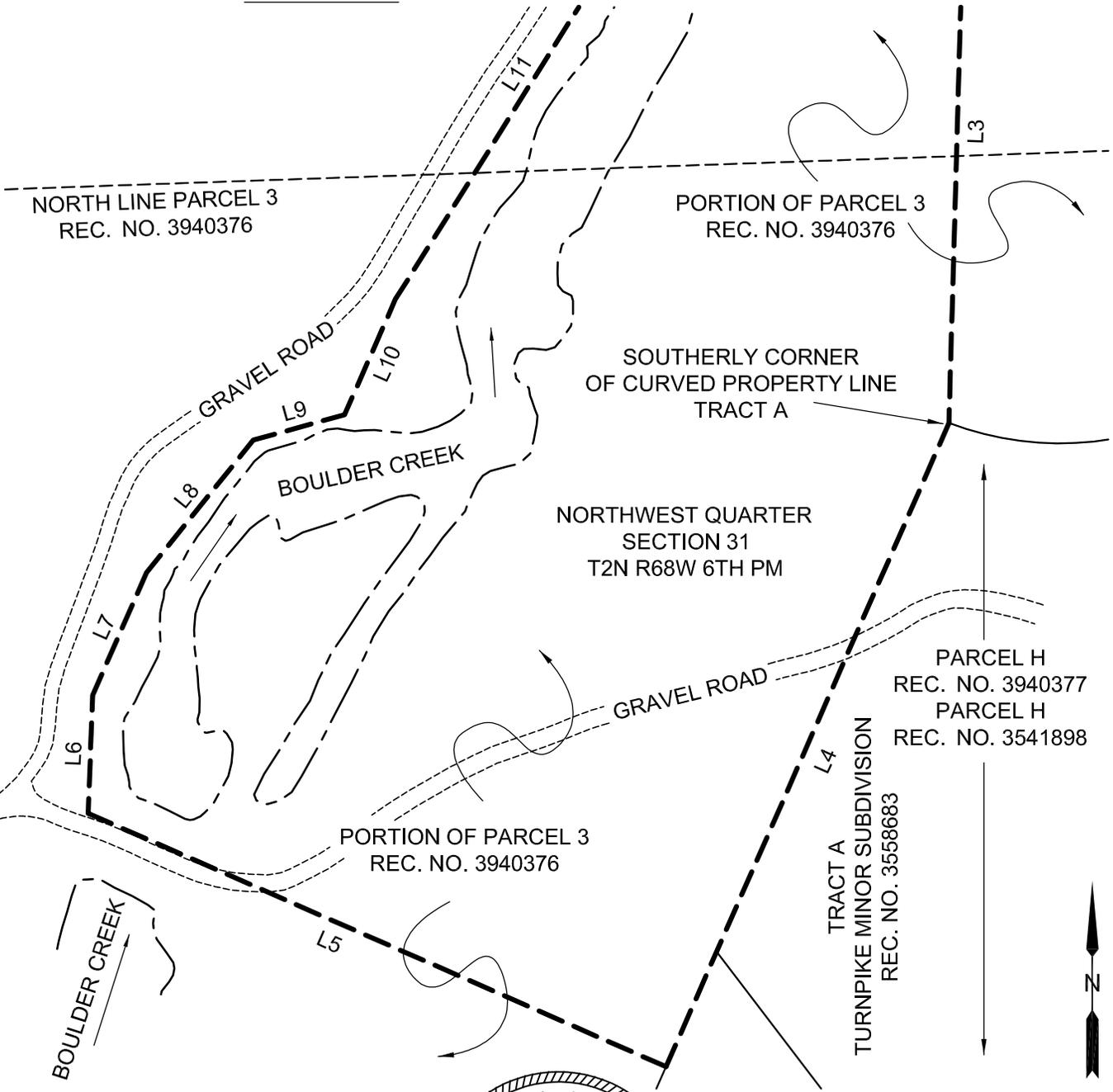
427,059 SQUARE FEET
9.80 ACRES +/-

PAGE 5 OF 5

--- MATCH LINE B ---

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HORZ. SCALE	1" = 100'

R1