

EL PASO  **COUNTY**
COLORADO

COMMISSIONERS:
MARK WALLER (CHAIR)
LONGINOS GONZALEZ, JR. (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
CAMI BREMER

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date: November 12, 2019

To: El Paso County Board of County Commissioners
Mark Waller, Chair

Re: V-18-009
Vacation of Logger Road and Woodland Road Right-of-Way by Resolution

From: Kari Parsons, Planner III
Craig Dossey, Executive Director

Subject: Request for approval to vacate public rights-of-way, including portions of Logger Road and Woodland Road and to transfer ownership of the vacated right-of-way to the adjacent property owners, Robert and Laura Schleicher, and Mitchell Family Enterprises, LLC, via a Bargain and Sale Deed.

Summary:

The Timber Ridge Subdivision Filing No. 2 was recorded in May of 1996. A portion of Logger Road, a 60-foot wide right-of-way, and Woodland Road, which has varying right-of-way widths, were platted with the Timber Ridge Subdivision Filing No. 2 plat; however, the public roadways were never constructed. This 1.23 acres of right-of-way is located approximately one-half (1/2) mile east of the Teller County line, adjacent to parcel numbers 821730-02-019, 82173-02-022, 82174-04-017, and 82174-040-18, north of Rampart Range Road and Forest Service Road 300, and south of Loy Creek Road. Significant coniferous vegetation and topographical constraints exist in the subject rights-of-way which may otherwise limit the construction of roadways.

The applicants, Robert and Laura Schleicher, and Mitchell Family Enterprises, LLC, own all of the lots adjacent to the right-of-way that is proposed to be vacated. The El Paso County Public Works Department has no objection to the vacation of a portion of the Logger Road and Woodland Road rights-of-way. All land within the plat has suitable access or establish rights of way and there are no impacts to the public health, safety, and welfare. If the Board approves the request, the vacation map will be recorded with the Resolution. The Bargain Sale Deeds necessary to finalize transfer of the vacated



portions of the Logger Road and Woodland Road rights-of-way have been reviewed by the El Paso County Attorney's Office and are attached

Approval and Authorization to Sign:

Approval includes vacation of a portion of the Logger Road and Woodland Road rights-of-way, as detailed in the attached legal description and Vacation Map. If the Board approves the proposed vacation of right-of-way, staff requests Authorization of the Chair to sign any documents required to accomplish the intent of the Board to vacate the subject right-of-way.

Attachments:

- Letter of Intent
- Vicinity Map
- Plat Map
- Vacation Map
- Bargain Sale Deeds
- Mutual Access Easement-Robert and Laura Schleicher
- Declaration of Easement-Mitchell Family Enterprises
- BoCC Resolution

RAMPART SURVEYS, LLC

P.O. Box 5101
Woodland Park, Colorado, 80866
v. 719.687.0920 f. 719.686.1139
www.RampartLS.com

August 13, 2018
Revised October 25, 2018

Letter of Intent

Ms. Kari Parsons
El Paso County Planning & Community Development
2880 International Circle, Suite 110
Colorado Springs, CO 80910

RE: Vacation of Logger Road and Woodland Road
Abutting Lots 15, 13, 12 & 18, Timber Ridge Subdivision Filing No. 2
Located in the SW1/4 and in the SE1/4 of Section 17, Township 12 South, Range 68 West of the 6th P.M.
El Paso County, Colorado

Dear Ms. Parsons,

Request; Larry Mitchell, of Mitchell Family Enterprises LLC, and Lora & Robert Schleicher are submitting this application for the purpose of vacating Logger Road and a portion of Woodland Road, as shown on the plat of Timber Ridge Subdivision Filing No. 2. A total of 4 areas are to be vacated with the ownership of each area being transferred to the adjacent property owner via Bargain and Sale Deed. In this case, each of the two (2) parties requesting this vacation owns two (2) adjacent lots, resulting in only two (2) Bargain and Sale Deeds, one (1) for each adjacent owner.

Justification; The platted roads have never been cut in or developed, while existing un-platted roadways exist. These existing roadways and their use will be perpetuated via access easements. One of the easements has been recorded (under Reception No. 218026510), while two others will be prepared and recorded in conjunction with this road vacation. Since access easements will be recorded at the same time as the road vacation, vacating these roads does not create any access issues for other lots or parcels in the vicinity.

At this time, there is one existing single-family home on Lot 12. Currently, there are no plans for additional facilities, structures or roads.

| | | |
|----------------------|---|--|
| Contact Information: | Larry Mitchell Mitchell Family Enterprises LLC PO Box 1827 Woodland Park, CO 80866 (719) 233-5346 | Robert & Lora Schleicher 11750 Woodland Road Woodland Park, CO 80863 (719) 314-7522 |
|----------------------|---|--|

Adjacent land owners, listed below, were notified of this request on September 17, 2018 by certified mail. All PS Form 3811 (green certified mailing cards) were signed and returned to this office, indicating that all adjacent land owners are aware of this request. Only one (1) adjacent land owner, The City of Woodland Park, responded, by email, copy attached. The adjacent land owners that did not respond apparently have no concerns regarding this request. Therefore, we are assuming their silence indicates their tacit approval.

- 1.) Sched. No. 8217302011
City of Woodland Park
PO Box 9007
Woodland Park, CO 80866

- 2.) Sched. No. 8217302020, No. 8217302021, No. 8217404011, No. 8217404013, No. 8217404016
Mitchell Family Enterprises LLC
PO Box 1827
Woodland Park, CO 80866

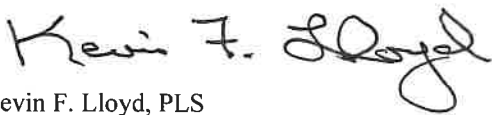
- 3.) Sched. No. 8200000062
Mark Lynn & Rebecca Susan Johnson
John G & Alice R Ramsay
PO Box 977
Berthoud, CO 80513

- 4.) Sched. No. 8217306001
Jeffrey D & Anne E Bodin
11690 Rampart Range Road
Woodland Park, CO 80863

Please let us know if you have any additional questions or concerns.

Thank you for your consideration in this matter.

Sincerely,




Kevin F. Lloyd, PLS
Survey Manager
kevin@rampartls.com

Attachment

nlf

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <input checked="" type="checkbox"/> <i>Larry Mitchell</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Larry Mitchell</i> C. Date of Delivery <i>9-19-18</i></p> |
| <p>1. Article Addressed to:</p> <p><i>Mitchell Family Ent, LLC PO Box 1827 Woodland Park CO 80866</i></p>  <p>9590 9402 3435 7275 9999 00</p> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> |
| <p>2. Article Number (Transfer from service label)</p> <p><i>7017 2400 0000 1585 6646</i></p> | <p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> d Mail <input type="checkbox"/> d Mail Restricted Delivery (500) <ul style="list-style-type: none"> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p> | |

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <input checked="" type="checkbox"/> <i>Mark Johnson</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Mark Johnson</i> C. Date of Delivery <i>9/22/18</i></p> |
| <p>1. Article Addressed to:</p> <p><i>Mark & Rebecca Johnson John & Alice Ramsay PO Box 977 Berthoud CO 80513</i></p>  <p>9590 9402 3435 7275 9998 94</p> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> |
| <p>2. Article Number (Transfer from service label)</p> <p><i>7017 2400 0000 1585 6660</i></p> | <p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> d Mail <input type="checkbox"/> d Mail Restricted Delivery (500) <ul style="list-style-type: none"> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p> | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Woodland Park
 PO Box 9007
 Woodland Park CO 80866



9590 9402 3435 7275 9999 17

2. Article Number (Transfer from service label)

7017 2400 0000 1585 6653

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Beckie Parker*

- Agent
- Addressee

B. Received by (Printed Name)

Beckie Parker

C. Date of Delivery

9-19-18

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Priority Mail Express®

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jeffrey & Anne Bodin
 11690 Rampart Range Rd
 Woodland Park CO 80863



9590 9402 1546 5362 0152 13

2. Article Number (Transfer from service label)

7017 3380 0000 5583 6879

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Jeffrey Bodin*

- Agent
- Addressee

B. Received by (Printed Name)

Jeffrey Bodin

C. Date of Delivery

9/19/18

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Priority Mail Express®

Domestic Return Receipt

Nancy Fraser

From: Kelly Simpkins <ksimpkins@city-woodlandpark.org>
Sent: Wednesday, September 26, 2018 11:12 AM
To: Kevin Lloyd; Nancy Fraser
Subject: Vacation of Logger Rd & Woodland Rd

Hello Kevin and Nancy,

We wanted to respond to the certified letter we received concerning the vacation of Logger Rd and Woodland Rd. This does not affect the Utility Department from any access to the Loy Gulch Reservoir, which I'm sure you both are aware. We do not have any concerns with this request for vacation.

Thank you for the notification.

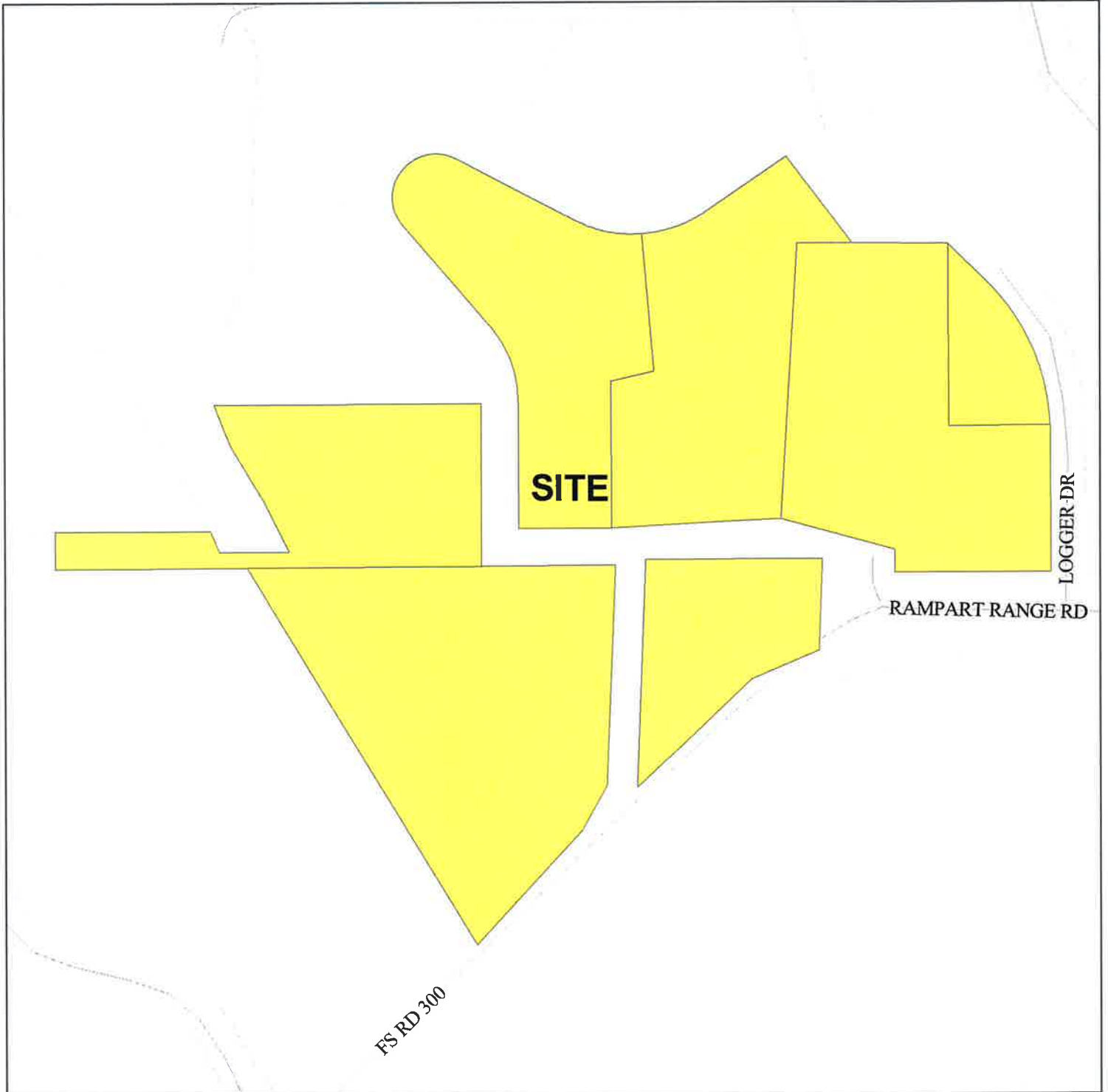
Kelly Simpkins
Utilities Technician
City of Woodland Park
719-687-5208 phone
719-687-5221 fax

El Paso County Parcel Information

File Name: V-18-009

Zone Map No. --

Date: November 4, 2019



Please report any parcel discrepancies to:
El Paso County Assessor
1635 W. Garden of the Gods Rd.
Colorado Springs, CO 80907
(719) 520-6600



COPYRIGHT 2018 by the Board of County Commissioners, El Paso County, Colorado. All rights reserved. No part of this document or data contained hereon may be reproduced; used to prepare derivative products; or distributed without the specific written approval of the Board of County Commissioners, El Paso County, Colorado. This document was prepared from the best data available at the time of printing. El Paso County, Colorado, makes no claim as to the completeness or accuracy of the data contained hereon.

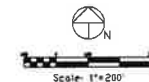
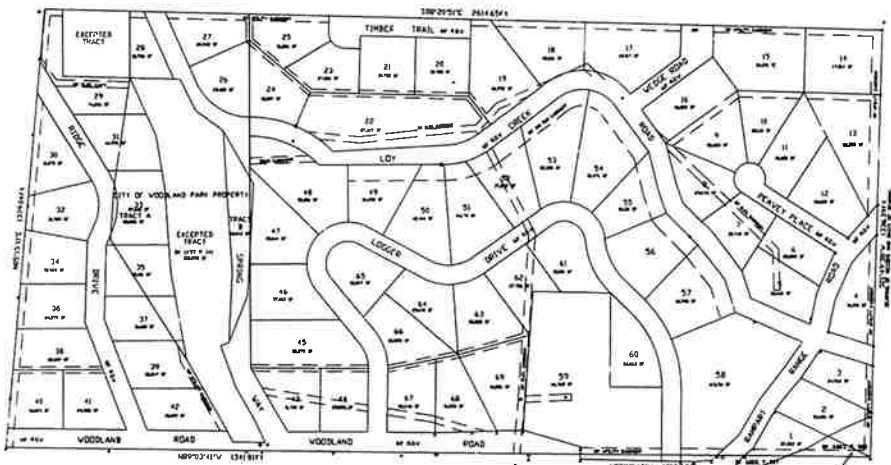
TIMBER RIDGE SUBDIVISION FILING NO. 2

9373

A VACATION AND REPLAT OF TIMBER RIDGE FIRST FILING
EL PASO COUNTY, COLORADO



VICINITY MAP
1"=2000'



- NOTES:**
- BEARINGS ARE BASED ON THE RECORD BEARING OF N01 49°39'E FOR THE EAST LINE OF THE SUBDIVISION AS STAKED, MONUMENTED ON THE NORTH BY A 1/2" IRON PIPE AT THE NORTHEAST CORNER OF EXISTING LOT 14 AND INCORRECTLY STAKED, AND ON THE SOUTH BY A 1/2" IRON PIPE AT THE SOUTHEAST CORNER OF EXISTING LOTS 1 AND 2; BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, T12S, R66W OF THE 6TH PM.
 - TITLE INFORMATION WAS PROVIDED BY THE CLIENT AS FOLLOWS
TITLE COMPANY: STEWART TITLE OF COLORADO SPRINGS, INC
COMMITMENT NO.: 94057562-3
EFFECTIVE DATE: DECEMBER 22, 1995
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH OR OPINION
 - NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THE 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.
 - EL PASO COUNTY IS NOT RESPONSIBLE FOR THE CONSTRUCTION OR MAINTENANCE OF ROADS THAT DO NOT MEET COUNTY STANDARDS.
 - INDIVIDUAL WELLS ARE THE RESPONSIBILITY OF EACH PROPERTY OWNER. PERMITS FOR INDIVIDUAL DOMESTIC WELLS MUST BE OBTAINED FROM THE STATE ENGINEER, WHO BY LAW HAS THE AUTHORITY TO SET CONDITIONS FOR THE ISSUANCE OF THESE PERMITS. ALL WELLS SHALL BE MORE THAN ONE HUNDRED FEET (100') FROM ALL LOT LINES.
 - SEWAGE TREATMENT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER. THE EL PASO COUNTY HEALTH DEPARTMENT MUST APPROVE EACH SYSTEM AND, IN SOME CASES, THE DEPARTMENT MAY REQUIRE A SPECIAL DESIGNED SYSTEM PRIOR TO PERMIT APPROVAL. ALL INDIVIDUAL SYSTEMS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER.
 - THE APPROVAL OF THE REPLAT VACATES ALL PRIOR PLATS FOR THE AREA DESCRIBED BY THIS REPLAT.
 - THE EL PASO COUNTY DEPARTMENT OF PUBLIC WORKS SHALL BE CONTACTED PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY. ACCESS TO LOTS MAY BE VIA COMMON ACCESS EASEMENTS.
 - LOTS 5, 6, AND 7 WILL NOT BE SOLD OR HAVE A BUILDING PERMIT ISSUED UNTIL AN ACCESS AGREEMENT HAS BEEN NEGOTIATED WITH THE U.S. FOREST SERVICE, AND UNTIL AFTER THE EL PASO COUNTY BOARD OF COMMISSIONERS HAS APPROVED SAID AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS:

THAT E. LYLE JOHNSON AND E. LYLE JOHNSON REVOCABLE TRUST, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:
TIMBER RIDGE FIRST FILING, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 1962 IN PLAT BOOK D-2 AT PAGE 61 UNDER RECEPTION NUMBER 249580 OF THE RECORDS OF EL PASO COUNTY, BEING THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH PM, EXCLUDING THEREFROM THOSE TRACTS DESCRIBED IN BOOK 2854 AT PAGE 810, PAGE 1497 AT PAGE 141, BOOK 2182 AT PAGE 809, AND BOOK 6823 AT PAGE 558, AND INCLUDING THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17 DESCRIBED IN BOOK 6822 AT PAGE 857.

DEDICATION:

THE ABOVE DESCRIBED OWNERS HAVE CAUSED SAID TRACT OF LAND TO BE PLATTED INTO TRACTS, LOTS, EASEMENTS, AND ROADS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN, WHICH PLAT IS DRAWN TO A FIXED SCALE, AS INDICATED THEREON, AND ACCURATELY SETS THE BOUNDARIES AND DIMENSIONS OF SAID TRACT, AND THE LOCATION OF SAID TRACTS, LOTS, EASEMENTS, AND ROADS, WHICH TRACT SO PLATTED SHALL BE KNOWN AND THE "TIMBER RIDGE SUBDIVISION FILING NO. 2," IN EL PASO COUNTY, COLORADO.

IN WITNESS WHEREOF:

THE AFORESAID OWNERS HAVE EXECUTED THIS INSTRUMENT THIS 27TH DAY OF MARCH, 1996, A.D.

E. Lyle Johnson
E. LYLE JOHNSON AS AN INDIVIDUAL
E. LYLE JOHNSON REVOCABLE TRUST
E. Lyle Johnson - Trustee
BY E. LYLE JOHNSON, TRUSTEE

STATE OF COLORADO)
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27TH DAY OF FEBRUARY, 1996, A.D. BY E. LYLE JOHNSON.

MY COMMISSION EXPIRES: OCTOBER 28, 1997.

Notary Public
NOTARY PUBLIC

CERTIFICATION:

I, OLIVER E. WATTS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER MY DIRECTION AND SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1979 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Oliver E. Watts
OLIVER E. WATTS
COLORADO P.E. NO. 1993



EASEMENTS:

ALL SIDE LOT LINES ARE HEREBY PLATTED WITH A TEN FOOT (10') PUBLIC UTILITY EASEMENT AND ALL REAR LOT LINES ARE HEREBY PLATTED WITH A TWENTY FOOT (20') PUBLIC UTILITY EASEMENT. ALL PUBLIC UTILITY EASEMENTS ARE DEDICATED FOR PUBLIC UTILITY PURPOSES, WITH THE SOLE RESPONSIBILITY FOR MAINTENANCE BEING VESTED IN THE PROPERTY OWNER. COMMON ACCESS EASEMENTS ARE HEREBY DEDICATED FOR JOINT ACCESS AND EGRESS PURPOSES FOR THE EXCLUSIVE USE OF THE LOTS BEING SERVED BY THE EASEMENTS, WITH THE SOLE RESPONSIBILITY FOR CONSTRUCTION AND MAINTENANCE BEING VESTED WITH THE OWNERS OF THE LOTS BEING SERVED.

APPROVAL:
APPROVED BY THE EL PASO COUNTY PLANNING DEPARTMENT DIRECTOR THIS 17th DAY OF MAY, 1996, A.D.

Kimberly F. ...
PLANNING DEPARTMENT DIRECTOR

THE ATTACHED PLAT OF THE "TIMBER RIDGE SUBDIVISION FILING NO. 2" IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO THIS 11th DAY OF MAY, 1996, A.D.

Lawrence ...
CHAIRPERSON

STATE OF COLORADO)
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 1:56 O'CLOCK P.M. THIS 27th DAY OF MAY, 1996, A.D. AND IS DULY RECORDED IN PLAT BOOK 4-2 AT PAGE 26 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

ARDIS V. SCHMITT, RECORDER

RECEPTION NO. 3-22-399
FEE: \$25.00

BY: *Ardis V. Schmitt*
DEPUTY

TIMBER RIDGE SUBDIVISION FILING NO. 2

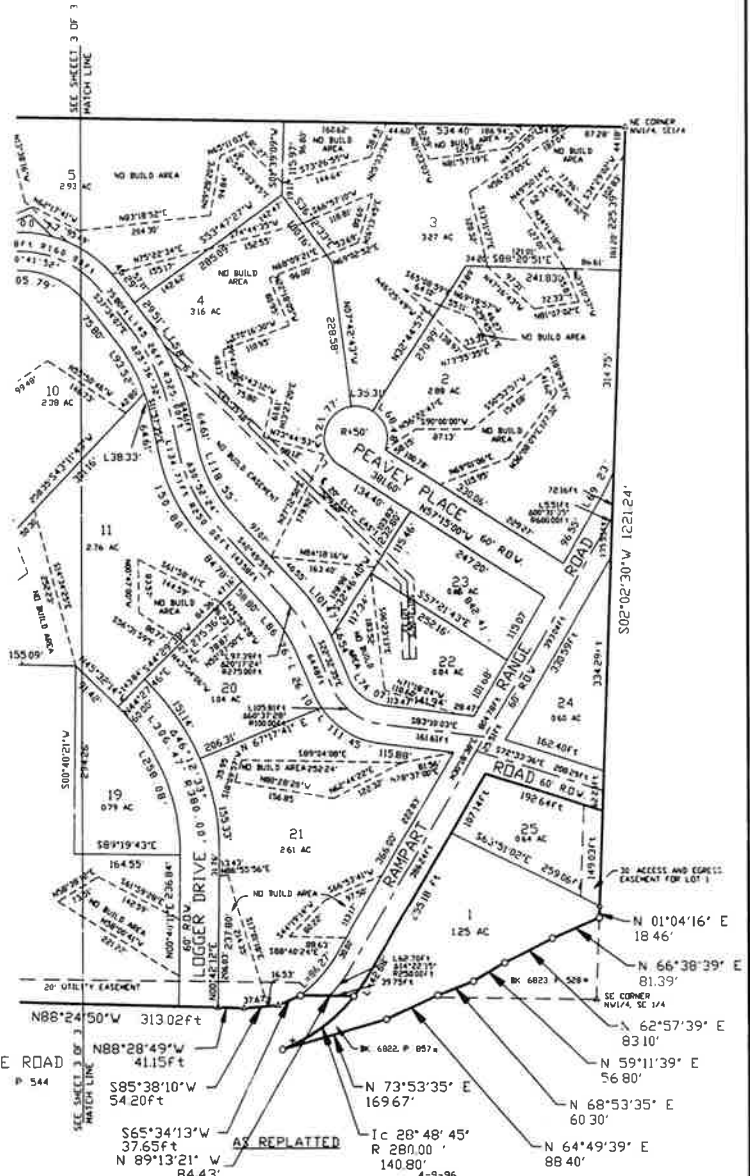
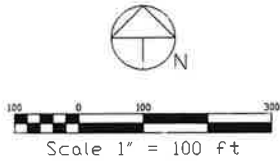
9373

A VACATION AND REPLAT OF TIMBER RIDGE FIRST FILING EL PASO COUNTY, COLORADO

LEGEND

- SET YELLOW "WATTS 9853" CAP ON 1/2" X 16" REBAR
- FOUND #4 REBAR
- △ FOUND 3/4" IRON PIPE
- ⊗ FOUND STONE

NOTE: ALL 1/16 CORNERS HAVE BEEN REPLACED WITH 2-1/4" "WATTS 9853" CAPS ON #5 X 30" REBAR AS REQUIRED BY STATUTE

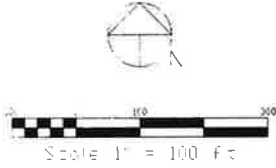


ADVERSE POSSESSION/PROPERTY
LINE DISPUTE RESOLVED BY DEED
CONVEYANCES IN BK 6823, P 528
AND BK 6822, P 857

TIMBER RIDGE SUBDIVISION FILING NO. 2

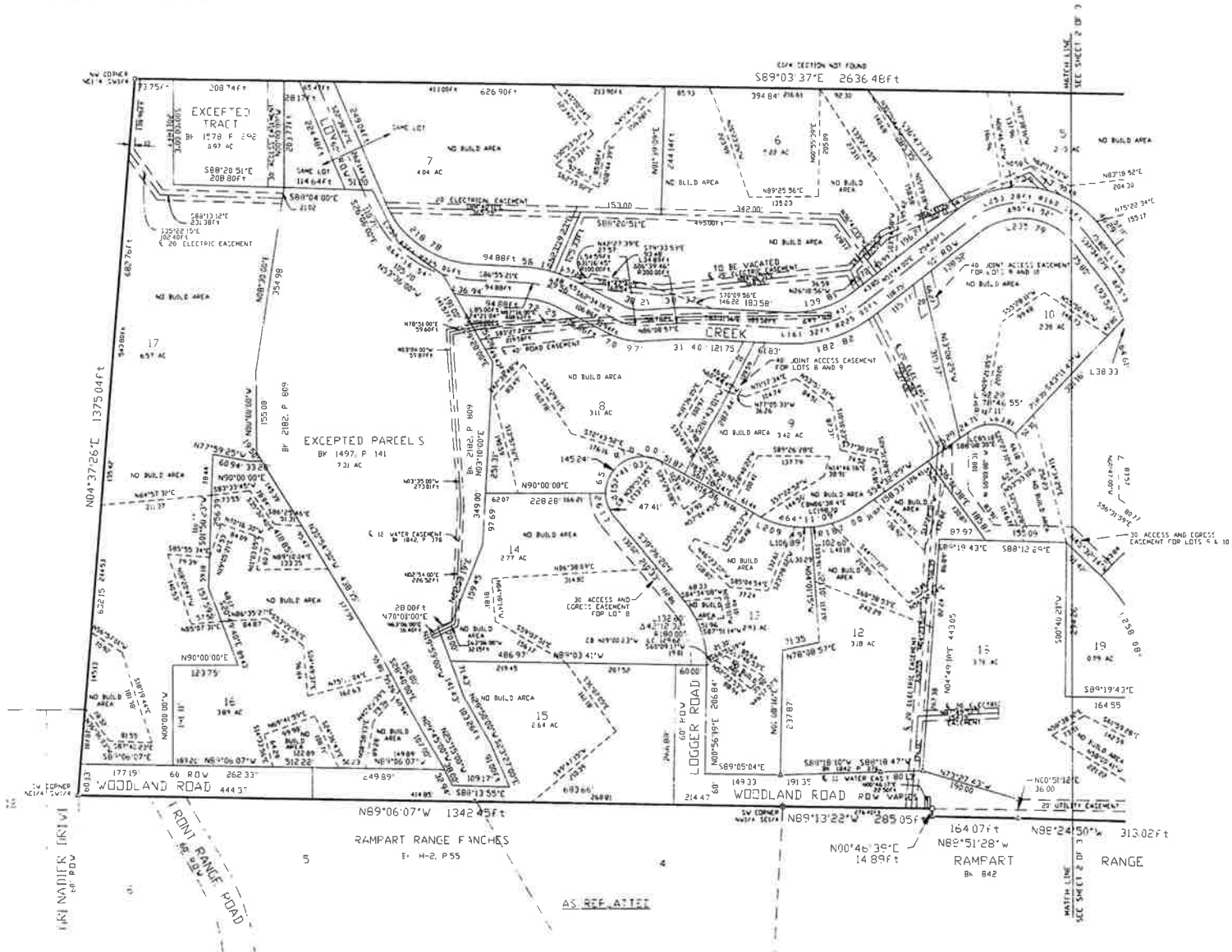
9373

A VACATION AND REPLAT OF TIMBER RIDGE FIRST FILING
EL PASO COUNTY, COLORADO



LEGEND

- 5F" YELLOW 'WATTS 9853" CAP DN 1/2" X 16" REBAR
 - FOUND #4 REBAR
 - △ FOUND 1/2" IPDN PIPE
 - ⊗ FOUND STONE
- NOTE: ALL 1/16 CORNERS HAVE BEEN REPLACED WITH 3-1/4" 'WATTS 9853" CAPS DN #5 X 30" REBAR AS REQUIRED BY STATUTE.



LEGAL DESCRIPTION – ACCESS EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF LOT 13 AND A PORTION OF LOGGER ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NE1/4 SW1/4) AND IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, SAID POINT ALSO BE THE NORTHWEST CORNER OF LOT 12 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", FROM WHICH AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF SAID LOT 12, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853" BEARS S04°03'04"E (N04°01'15"W PER THE RECORDED PLAT), A DISTANCE OF 221.33 FEET (221.10 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S04°03'04"E ALONG THAT LINE COMMON TO SAID LOT 13 AND SAID LOT 12, A DISTANCE OF 88.35 FEET;

THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°35'15", AN ARC LENGTH OF 8.30 FEET (THE LONG CHORD OF WHICH BEARS N72°23'33"W, A LONG CHORD DISTANCE OF 8.28 FEET) TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A 53.46 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°22'12", AN ARC LENGTH OF 35.80 FEET (THE LONG CHORD OF WHICH BEARS S81°37'39"W, A LONG CHORD DISTANCE OF 35.14 FEET) TO A POINT OF TANGENCY;

THENCE S62°26'37"W, A DISTANCE OF 33.82 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 89.18 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°14'55", AN ARC LENGTH OF 57.98 FEET (THE LONG CHORD OF WHICH BEARS S81°04'04"W, A LONG CHORD DISTANCE OF 56.96 FEET) TO A POINT OF TANGENCY;

THENCE N80°18'29"W, A DISTANCE OF 25.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 26.10 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 105°27'03", AN ARC LENGTH OF 48.03 FEET (THE LONG CHORD OF WHICH BEARS S46°58'00"W, A LONG CHORD DISTANCE OF 41.54 FEET) TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A 60.48 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°58'21", AN ARC LENGTH OF 30.58 FEET (THE LONG CHORD OF WHICH BEARS S20°14'42"E, A LONG CHORD DISTANCE OF 30.26 FEET) TO A POINT OF TANGENCY;

THENCE S34°43'52"E, A DISTANCE OF 37.42 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 50.11 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 69°59'40", AN ARC LENGTH OF 61.21 FEET (THE LONG CHORD OF WHICH BEARS S00°15'58"W, A LONG CHORD DISTANCE OF 57.48 FEET) TO A POINT OF TANGENCY;

THENCE S35°15'48"W, A DISTANCE OF 16.71 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 58.37 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°34'08", AN ARC LENGTH OF 56.61 FEET (THE LONG CHORD OF WHICH BEARS

S63°00'19"W, A LONG CHORD DISTANCE OF 54.42 FEET) TO A POINT ON THE WESTERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID LOGGER ROAD;

THENCE N89°16'24"W, A DISTANCE OF 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID LOGGER ROAD;

THENCE N00°50'41"E ALONG SAID CENTERLINE, A DISTANCE OF 30.00 FEET TO THE NORTHERLY POINT OF TERMINUS OF SAID CENTERLINE, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 14 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S89°16'24"E ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 30.01 FEET TO THE NORTHEAST CORNER OF THE TERMINUS OF SAID LOGGER ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 14;

THENCE ALONG THE ARC OF A 28.37 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55°31'27", AN ARC LENGTH OF 27.49 FEET (THE LONG CHORD OF WHICH BEARS N62°57'53"E, A LONG CHORD DISTANCE OF 26.43 FEET) TO A POINT OF TANGENCY;

THENCE N35°15'48"E, A DISTANCE OF 16.73 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 20.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 69°59'40", AN ARC LENGTH OF 24.57 FEET (THE LONG CHORD OF WHICH BEARS N00°15'58"E, A LONG CHORD DISTANCE OF 23.07 FEET) TO A POINT OF TANGENCY;

THENCE N34°43'52"W, A DISTANCE OF 37.42 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 90.48 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°58'21", AN ARC LENGTH OF 45.75 FEET (THE LONG CHORD OF WHICH BEARS N20°14'42"W, A LONG CHORD DISTANCE OF 45.26 FEET) TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A 56.10 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°20'07", AN ARC LENGTH OF 38.51 FEET (THE LONG CHORD OF WHICH BEARS N13°54'32"E, A LONG CHORD DISTANCE OF 37.76 FEET);

THENCE N57°44'39"W, A DISTANCE OF 78.40 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 86.22 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°19'26", AN ARC LENGTH OF 38.11 FEET (THE LONG CHORD OF WHICH BEARS N45°04'56"W, A LONG CHORD DISTANCE OF 37.80 FEET) TO A POINT OF TANGENCY;

THENCE N32°25'13"W, A DISTANCE OF 58.48 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 83.08 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°50'28", AN ARC LENGTH OF 37.47 FEET (THE LONG CHORD OF WHICH BEARS N45°20'27"W, A LONG CHORD DISTANCE OF 37.15 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 132.28 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°20'06", AN ARC LENGTH OF 63.11 FEET (THE LONG CHORD OF WHICH BEARS N44°35'38"W, A LONG CHORD DISTANCE OF 62.51 FEET) TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF LOT 8 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE ALONG THAT LINE COMMON TO SAID LOT 13 AND SAID LOT 8 AND ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°47'41", AN ARC

LENGTH OF 36.40 FEET (THE LONG CHORD OF WHICH BEARS N30°07'23"E, A LONG CHORD DISTANCE OF 35.99 FEET);

THENCE ALONG THE ARC OF A 102.28 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°08'31", AN ARC LENGTH OF 66.31 FEET (THE LONG CHORD OF WHICH BEARS S39°41'25"E, A LONG CHORD DISTANCE OF 65.15 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 113.08 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°50'28", AN ARC LENGTH OF 51.00 FEET (THE LONG CHORD OF WHICH BEARS S45°20'27"E, A LONG CHORD DISTANCE OF 50.57 FEET) TO A POINT OF TANGENCY;

THENCE S32°25'13"E, A DISTANCE OF 58.48 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 56.22 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°19'26", AN ARC LENGTH OF 24.85 FEET (THE LONG CHORD OF WHICH BEARS S45°04'56"E, A LONG CHORD DISTANCE OF 24.65 FEET) TO A POINT OF TANGENCY;

THENCE S57°44'39"E, A DISTANCE OF 87.93 FEET;

THENCE ALONG THE ARC OF A 56.10 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°31'52", AN ARC LENGTH OF 32.83 FEET (THE LONG CHORD OF WHICH BEARS N82°55'35"E, A LONG CHORD DISTANCE OF 32.36 FEET) TO A POINT OF TANGENCY;

THENCE S80°18'29"E, A DISTANCE OF 25.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 59.18 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 75°06'17", AN ARC LENGTH OF 77.58 FEET (THE LONG CHORD OF WHICH BEARS N62°08'23"E, A LONG CHORD DISTANCE OF 72.14 FEET) TO A POINT OF TANGENCY;

THENCE N24°35'14"E, A DISTANCE OF 57.38 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 9 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE ALONG THAT LINE COMMON TO SAID LOT 13 AND SAID LOT 9 AND ALONG THE ARC OF A 187.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°11'29", AN ARC LENGTH OF 30.00 FEET (THE LONG CHORD OF WHICH BEARS S89°33'55"E, A LONG CHORD DISTANCE OF 29.97 FEET) TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 24,374 SQUARE FEET (0.56 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:
ERIC R. SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920



LOT 8

EXHIBIT

LOT 9

LOT 14

ACCESS
EASEMENT
24,374 S.F.
(0.56 AC±)

LOT 15

LOGGER ROAD
(TO BE VACATED)

LOT 13
TIMBER RIDGE
SUBDIVISION
FILING NO. 2
PLAT BK H-6 PG. 68
REC. NO. 096066394

WOODLAND ROAD
(TO BE VACATED)

LOT 12

ASSUMED BASIS OF
BEARINGS
S04°03'04"E 221.33'
P=N04°01'15"W 221.10'

P.O.B.

LEGEND:

- ⊕ FOUND REBAR AND YELLOW CAP STAMPED "WATTS 9853"
- FOUND 7/8" O.D. IRON PIPE



SCALE: 1" = 100'
JOB NO.: 17083
OCTOBER 25, 2018

**RAMPART
SURVEYS**

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

EXHIBIT

CURVE TABLE

| CURVE # | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---------|------------|---------|-------------|---------------|--------------|
| C1 | 8.30' | 35.00' | 13°35'15" | N72°23'33" W | 8.28' |
| C2 | 35.80' | 53.46' | 38°22'12" | S81°37'39" W | 35.14' |
| C3 | 57.98' | 89.18' | 37°14'55" | S81°04'04" W | 56.96' |
| C4 | 48.03' | 26.10' | 105°27'03" | S46°58'00" W | 41.54' |
| C5 | 30.58' | 60.48' | 28°58'21" | S20°14'42" E | 30.26' |
| C6 | 61.21' | 50.11' | 69°59'40" | S00°15'58" W | 57.48' |
| C7 | 56.61' | 58.37' | 55°34'08" | S63°00'19" W | 54.42' |
| C8 | 27.49' | 28.37' | 55°31'27" | N62°57'53" E | 26.43' |
| C9 | 24.57' | 20.11' | 69°59'40" | N00°15'58" E | 23.07' |
| C10 | 45.75' | 90.48' | 28°58'21" | N20°14'42" W | 45.26' |
| C11 | 38.51' | 56.10' | 39°20'07" | N13°54'32" E | 37.76' |
| C12 | 38.11' | 86.22' | 25°19'26" | N45°04'56" W | 37.80' |
| C13 | 37.47' | 83.08' | 25°50'28" | N45°20'27" W | 37.15' |
| C14 | 63.11' | 132.28' | 27°20'06" | N44°35'38" W | 62.51' |
| C15 | 36.40' | 70.00' | 29°47'41" | N30°07'23" E | 35.99' |
| C16 | 66.31' | 102.28' | 37°08'31" | S39°41'25" E | 65.15' |
| C17 | 51.00' | 113.08' | 25°50'28" | S45°20'27" E | 50.57' |
| C18 | 24.85' | 56.22' | 25°19'26" | S45°04'56" E | 24.65' |
| C19 | 32.83' | 56.10' | 33°31'52" | N82°55'35" E | 32.36' |
| C20 | 77.58' | 59.18' | 75°06'17" | N62°08'23" E | 72.14' |
| C21 | 30.00' | 187.00' | 9°11'29" | S89°33'55" E | 29.97' |

LINE TABLE

| LINE # | BEARING | DISTANCE |
|--------|--------------|----------|
| L1 | S04°03'04" E | 88.35' |
| L2 | S62°26'37" W | 33.82' |
| L3 | N80°18'29" W | 25.74' |
| L4 | S34°43'52" E | 37.42' |
| L5 | S35°15'48" W | 16.71' |
| L6 | N89°16'24" W | 30.00' |
| L7 | N00°50'41" E | 30.00' |
| L8 | S89°16'24" E | 30.01' |
| L9 | N35°15'48" E | 16.73' |
| L10 | N34°43'52" W | 37.42' |
| L11 | N57°44'39" W | 78.40' |
| L12 | N32°25'13" W | 58.48' |
| L13 | S32°25'13" E | 58.48' |
| L14 | S57°44'39" E | 87.93' |
| L15 | S80°18'29" E | 25.74' |
| L16 | N24°35'14" E | 57.38' |

RAMPART
SURVEYS

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

LEGAL DESCRIPTION – ACCESS EASEMENT:

A THIRTY FOOT (30') WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE NORTHERLY LINE OF SAID WOODLAND ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 18 AND THE SOUTHEAST CORNER OF LOT 12, ALL OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A 7/8" O.D. IRON PIPE, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 18, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 12, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", BEARS N04°15'02"E (N04°49'10"E PER THE RECORDED PLAT), A DISTANCE OF 443.16 FEET (443.05 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S73°31'27"E ALONG THE SOUTHERLY LINE OF SAID LOT 18, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S73°31'27"E ALONG THAT LINE COMMON TO SAID WOODLAND ROAD AND SAID LOT 18, A DISTANCE OF 30.07 FEET;

THENCE S20°18'57"W, A DISTANCE OF 2.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 53.56 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°18'03", AN ARC LENGTH OF 18.04 FEET (THE LONG CHORD OF WHICH BEARS S10°39'56"W, A LONG CHORD DISTANCE OF 17.96 FEET) TO A POINT OF TANGENT;

THENCE S01°01'52"W, A DISTANCE OF 16.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD;

THENCE N88°58'08"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET;

THENCE N01°01'52"E, A DISTANCE OF 16.82 FEET TO A POINT OF CURVATURE;

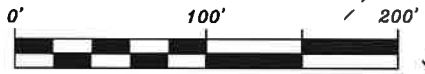
THENCE ALONG THE ARC OF A 83.56 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°18'03", AN ARC LENGTH OF 28.15 FEET (THE LONG CHORD OF WHICH BEARS N10°39'56"E, A LONG CHORD DISTANCE OF 28.02 FEET) TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,228 SQUARE FEET (0.03 ACRES) OF LAND, MORE OR LESS.

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

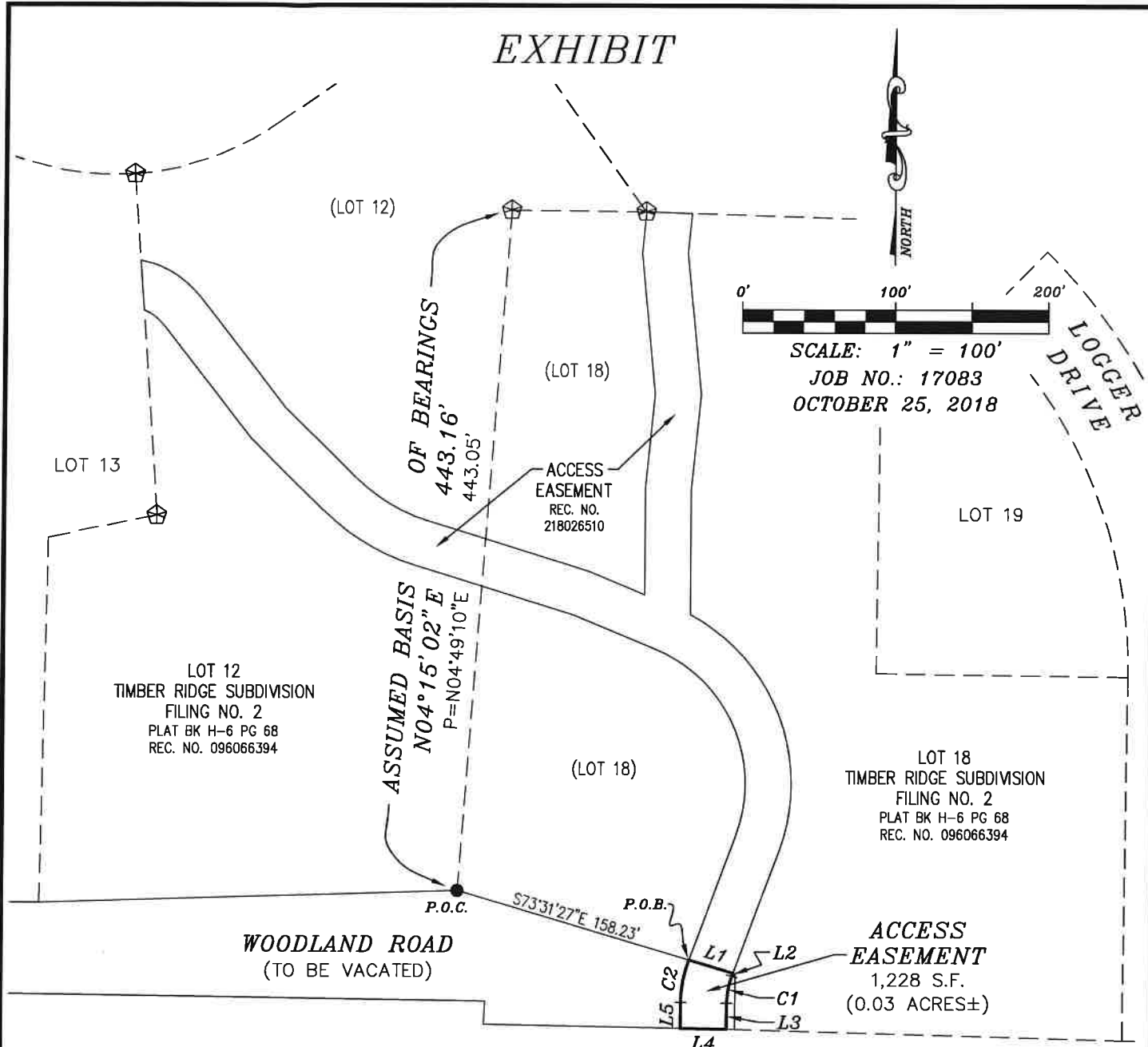


EXHIBIT



SCALE: 1" = 100'
 JOB NO.: 17083
 OCTOBER 25, 2018

LOGGER
 DRIVE



CURVE TABLE

| CURVE # | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---------|------------|--------|-------------|---------------|--------------|
| C1 | 18.04' | 53.56' | 19°18'03" | S10°39'56" W | 17.96' |
| C2 | 28.15' | 83.56' | 19°18'03" | N10°39'56" E | 28.02' |

LINE TABLE

| LINE # | BEARING | DISTANCE |
|--------|--------------|----------|
| L1 | S73°31'27" E | 30.07' |
| L2 | S20°18'57" W | 2.01' |
| L3 | S01°01'52" W | 16.82' |
| L4 | N88°58'08" W | 30.00' |
| L5 | N01°01'52" E | 16.82' |

LEGEND:

- ⊠ FOUND REBAR AND YELLOW CAP STAMPED "WATTS 9853"
- FOUND 7/8" O.D. IRON PIPE

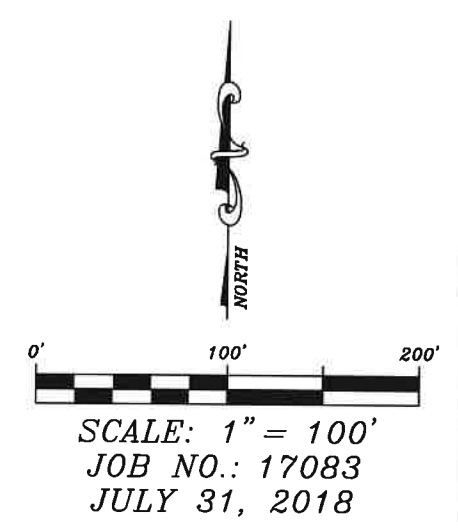
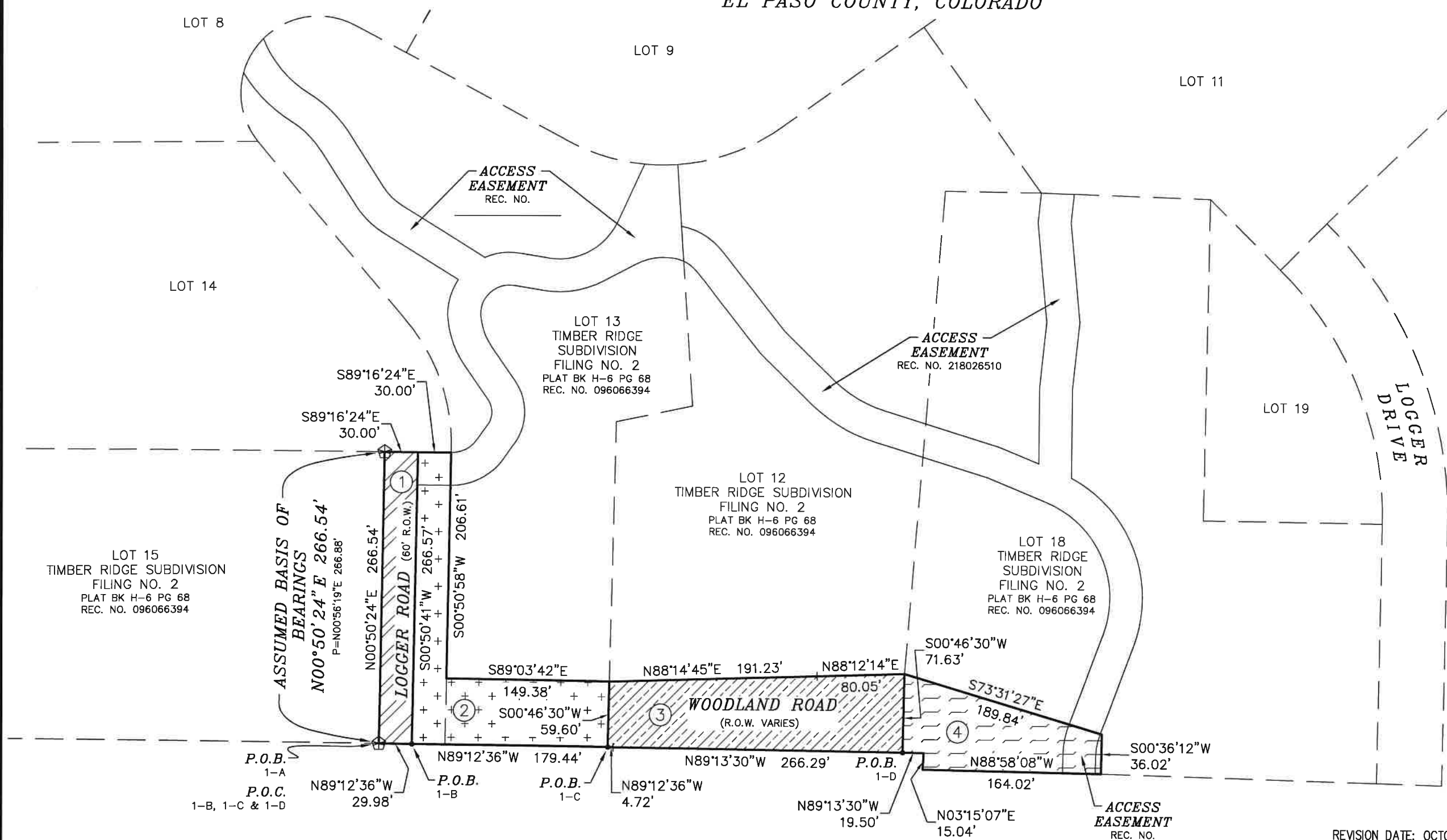
RAMPART SURVEYS

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

R:\DWG\1717083\dwgs\17083 ACCESS ESMT EXH WOODLAND ROAD.dwg, 10/25/2018 5:41:35 PM, Canon C3525

ROAD VACATION – EXHIBIT B

LOGGER ROAD AND A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2
EL PASO COUNTY, COLORADO



LEGEND:

⊕ FOUND REBAR AND YELLOW CAP STAMPED "WATTS 9853"

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTIONS.

REVISION DATE: OCTOBER 18, 2018 (PER COUNTY COMMENTS)

- ① AREA TO BE VACATED = 7,994 S.F. (0.184 AC±)
- ② AREA TO BE VACATED = 16,930 S.F. (0.389 AC±)
- ③ AREA TO BE VACATED = 17,778 S.F. (0.408 AC±)
- ④ AREA TO BE VACATED = 10,917 S.F. (0.251 AC±)

RAMPART SURVEYS

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

BARGAIN AND SALE DEED

El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, a body corporate and politic and a political subdivision of the state of Colorado, ("Grantor") whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903, having approved the vacation of right-of-way and conveyance of the property for the consideration of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, in hand paid, hereby sell(s) and conveys to Mitchell Family Enterprises LLC, whose mailing address is PO Box 1827, Woodland Park, CO 80866, (hereinafter referred to as "Grantee"), the following real property in the County of El Paso, State of Colorado, to wit:

See attached: Exhibit 1-A and Exhibit 2-A, Legal Descriptions
Exhibit B, Sketch, Area 1 and Area 2

The Grantor covenants that it has good right and full power to grant and convey the property.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever, the same, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or in equity, to the property use and benefit of the Grantee and its successors and assigns forever, together with all and singular appurtenances and privileges thereunto belonging, subject to any and all easements and other right-of-way located within the property pursuant to C.R.S. § 43-2-303(3).

Signed this _____ day of _____, 2018

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Chuck Broerman,
El Paso County Clerk and Recorder

By: _____, Chair

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

The foregoing Bargain and Sale Deed was acknowledged before me this _____ day of _____, 2018, by _____, Chair, Board of County Commissioners of El Paso County, Colorado and as attested to by Chuck Broerman, El Paso County Clerk and Recorder.

Witness by hand and official seal. _____

My Commission Expires: _____

EXHIBIT 1-A

LEGAL DESCRIPTION – ROAD VACATION:

A PORTION OF THAT SIXTY FOOT (60') WIDE RIGHT-OF-WAY, BEING A PORTION OF LOGGER ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOGGER ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 15 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", FROM WHICH THE NORTHWEST CORNER OF SAID LOGGER ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 15, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853" BEARS N00°50'24"E (N00°56'19"E PER THE RECORDED PLAT), A DISTANCE OF 266.54 FEET (266.88 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N00°50'24"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOGGER ROAD, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 15, A DISTANCE OF 266.54 FEET TO THE NORTHERLY COMMON CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 14 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S89°16'24"E ALONG THAT LINE COMMON TO SAID LOGGER ROAD AND SAID LOT 14, A DISTANCE OF 30.00 FEET TO THE NORTHERLY POINT OF TERMINUS OF THE CENTERLINE OF SAID LOGGER ROAD;

THENCE S00°50'41"W ALONG SAID CENTERLINE, A DISTANCE OF 266.57 FEET TO THE SOUTHERLY POINT OF TERMINUS OF THE CENTERLINE OF SAID LOGGER ROAD;

THENCE N89°12'36"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LOGGER ROAD, A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING.

SAID VACATION CONTAINS 7,994 SQUARE FEET (0.184 ACRES) OF LAND, MORE OR LESS.

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

EXHIBIT 2-A

LEGAL DESCRIPTION – ROAD VACATION:

A PORTION OF THAT SIXTY FOOT (60') WIDE RIGHT-OF-WAY, BEING A PORTION OF LOGGER ROAD, AND THAT SIXTY FOOT (60') WIDE RIGHT-OF-WAY, BEING A PORTION WOODLAND ROAD, ALL AS SHOWN ON THE PLAT OF TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 17, TOWNSHIP 12 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 LOGGER ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 15 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", FROM WHICH THE NORTHWEST CORNER OF SAID LOGGER ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 15, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853" BEARS N00°50'24"E (N00°56'19"E PER THE RECORDED PLAT), A DISTANCE OF 266.54 FEET (266.88 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°12'36"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LOGGER ROAD, A DISTANCE OF 29.98 FEET TO THE SOUTHERLY POINT OF TERMINUS OF THE CENTERLINE OF SAID LOGGER ROAD AND THE POINT OF BEGINNING OF THE VACATION HEREIN DESCRIBED;

THENCE N00°50'41"E ALONG SAID CENTERLINE, A DISTANCE OF 266.57 FEET TO THE NORTHERLY POINT OF TERMINUS THEREOF, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 14 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S89°16'24"E ALONG THAT LINE COMMON TO SAID LOGGER ROAD AND SAID LOT 14, A DISTANCE OF 30.00 FEET TO THE EASTERLY COMMON CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF LOT 13 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S00°50'58"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID LOGGER ROAD, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 206.61 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF SAID LOGGER ROAD AND SAID WOODLAND ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 13;

THENCE S89°03'42"E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 13, A DISTANCE OF 149.38 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE S00°46'30"W, A DISTANCE OF 59.60 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD;

THENCE N89°12'36"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 179.44 FEET TO THE POINT OF BEGINNING.

SAID VACATION CONTAINS 16,930 SQUARE FEET (0.389 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:

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

ROAD VACATION – EXHIBIT B
LOGGER ROAD AND A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2
EL PASO COUNTY, COLORADO

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S89°16'24"E | 30.00' |
| L2 | S00°50'41"W | 266.57' |
| L3 | N89°12'36"W | 29.98' |
| L4 | S89°16'24"E | 30.00' |
| L5 | S00°50'58"W | 206.61' |
| L6 | S89°03'42"E | 149.38' |
| L7 | S00°46'30"W | 59.60' |
| L8 | N89°12'36"W | 179.44' |
| L9 | N88°12'14"E | 80.05' |
| L10 | S00°46'30"W | 71.63' |
| L11 | N89°12'36"W | 4.72' |
| L12 | S00°36'12"W | 36.02' |
| L13 | N03°15'07"E | 15.04' |
| L14 | N89°13'30"W | 19.50' |

REV. DATE 10/18/2018 (PER COUNTY COMMENTS)

RAMPART
SURVEYS

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

BARGAIN AND SALE DEED

El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, a body corporate and politic and a political subdivision of the state of Colorado, ("Grantor") whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903, having approved the vacation of right-of-way and conveyance of the property for the consideration of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, in hand paid, hereby sell(s) and conveys to Robert C. and Lora G. Schleicher, whose mailing address is 11750 Woodland Road, Woodland Park, CO 80863, (hereinafter referred to as "Grantee"), the following real property in the County of El Paso, State of Colorado, to wit:

See attached: Exhibit 3-A and Exhibit 4-A, Legal Descriptions
Exhibit B, Sketch, Area 3 and Area 4

The Grantor covenants that it has good right and full power to grant and convey the property.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever, the same, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or in equity, to the property use and benefit of the Grantee and its successors and assigns forever, together with all and singular appurtenances and privileges thereunto belonging, subject to any and all easements and other right-of-way located within the property pursuant to C.R.S. § 43-2-303(3).

Signed this _____ day of _____, 2018

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Chuck Broerman,
El Paso County Clerk and Recorder

By: _____, Chair

STATE OF COLORADO }
COUNTY OF EL PASO } SS.

The foregoing Bargain and Sale Deed was acknowledged before me this _____ day of _____, 2018, by _____, Chair, Board of County Commissioners of El Paso County, Colorado and as attested to by Chuck Broerman, El Paso County Clerk and Recorder.

Witness by hand and official seal.

My Commission Expires: _____

EXHIBIT 3-A

LEGAL DESCRIPTION – ROAD VACATION:

A PORTION OF THAT VARIABLE-WIDTH RIGHT-OF-WAY, BEING A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) AND IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 17, TOWNSHIP 12 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 LOGGER ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 15 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", FROM WHICH THE NORTHWEST CORNER OF SAID LOGGER ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 15, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853" BEARS N00°50'24"E (N00°56'19"E PER THE RECORDED PLAT), A DISTANCE OF 266.54 FEET (266.88 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°12'36"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING OF THE VACATION HEREIN DESCRIBED;

THENCE N00°46'30"E, A DISTANCE OF 59.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 13 AND THE SOUTHWEST CORNER OF LOT 12, ALL OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE ALONG THAT LINE COMMON TO SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LOT 12 THE FOLLOWING TWO (2) COURSES;

1.) THENCE N88°14'45"E, A DISTANCE OF 191.23 FEET;
2.) THENCE N88°12'14"E, A DISTANCE OF 80.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 18 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S00°46'30"W, A DISTANCE OF 71.63 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES;

1.) THENCE N89°13'30"W, A DISTANCE OF 266.29 FEET;
2.) THENCE N89°12'36"W, A DISTANCE OF 4.72 FEET TO THE POINT OF BEGINNING.

SAID VACATION CONTAINS 17,778 SQUARE FEET (0.408 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:

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

EXHIBIT 4-A

LEGAL DESCRIPTION – ROAD VACATION:

A PORTION OF THAT VARIABLE-WIDTH RIGHT-OF-WAY, BEING A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 17, TOWNSHIP 12 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 LOGGER ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 15 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", FROM WHICH THE NORTHWEST CORNER OF SAID LOGGER ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 15, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853" BEARS N00°50'24"E (N00°56'19"E PER THE RECORDED PLAT), A DISTANCE OF 266.54 FEET (266.88 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD THE FOLLOWING TWO (2) COURSES;

- 1.) THENCE S89°12'36"E, A DISTANCE OF 214.14 FEET;
- 2.) THENCE S89°13'30"E, A DISTANCE OF 266.29 FEET TO THE POINT OF BEGINNING OF THE VACATION HEREIN DESCRIBED;

THENCE N00°46'30"E, A DISTANCE OF 71.63 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 12 AND THE SOUTHWEST CORNER OF LOT 18, ALL OF SAID TIMBER RIDGE SUBDIVISION FIL. NO. 2; THENCE S73°31'27"E ALONG THAT LINE COMMON TO SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LOT 18, A DISTANCE OF 189.84 FEET TO THE NORTHEAST CORNER OF SAID WOODLAND ROAD, SAID POINT ALSO BEING AN ANGLE POINT ON THE SOUTHERLY LINE OF SAID LOT 18;

THENCE S00°36'12"W ALONG THAT LINE COMMON TO SAID WOODLAND ROAD AND SAID LOT 18, A DISTANCE OF 36.02 FEET TO THE SOUTHERLY COMMON CORNER THEREOF;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD THE FOLLOWING THREE (3) COURSES;

- 1.) THENCE N88°58'08"W, A DISTANCE OF 164.02 FEET;
- 2.) THENCE N03°15'07"E, A DISTANCE OF 15.04 FEET;
- 3.) THENCE N89°13'30"W, A DISTANCE OF 19.50 FEET TO THE POINT OF BEGINNING.

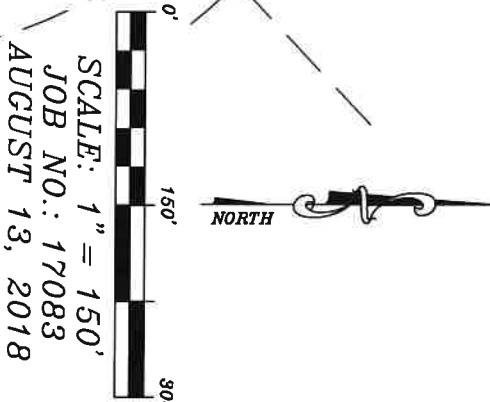
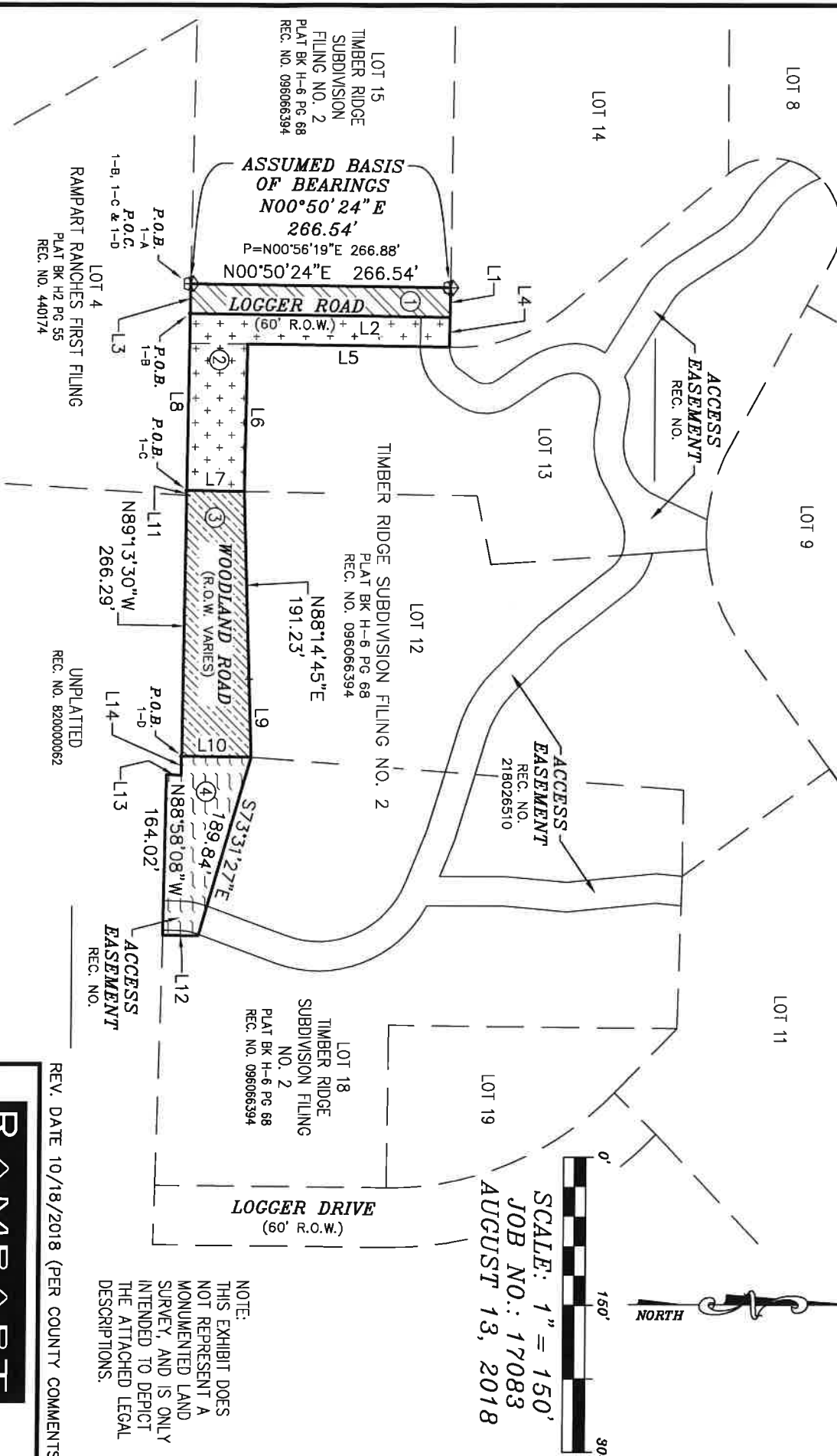
SAID VACATION CONTAINS 10,917 SQUARE FEET (0.251 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:

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

ROAD VACATION - EXHIBIT B

LOGGER ROAD AND A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2 EL PASO COUNTY, COLORADO



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTIONS.

LEGEND:

- ① AREA TO BE VACATED = 7,994 S.F. (0.184 AC±)
 - ② AREA TO BE VACATED = 16,930 S.F. (0.389 AC±)
 - ③ AREA TO BE VACATED = 17,778 S.F. (0.408 AC±)
 - ④ AREA TO BE VACATED = 10,917 S.F. (0.251 AC±)
- ⊕ FOUND REBAR AND YELLOW CAP STAMPED "WATTS 9853"

RAMPART SURVEYS

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

REV. DATE 10/18/2018 (PER COUNTY COMMENTS)

ROAD VACATION - EXHIBIT B
LOGGER ROAD AND A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2
EL PASO COUNTY, COLORADO

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S89°16'24"E | 30.00' |
| L2 | S00°50'41"W | 266.57' |
| L3 | N89°12'36"W | 29.98' |
| L4 | S89°16'24"E | 30.00' |
| L5 | S00°50'58"W | 206.61' |
| L6 | S89°03'42"E | 149.38' |
| L7 | S00°46'30"W | 59.60' |
| L8 | N89°12'36"W | 179.44' |
| L9 | N88°12'14"E | 80.05' |
| L10 | S00°46'30"W | 71.63' |
| L11 | N89°12'36"W | 4.72' |
| L12 | S00°36'12"W | 36.02' |
| L13 | N03°15'07"E | 15.04' |
| L14 | N89°13'30"W | 19.50' |

REV. DATE 10/18/2018 (PER COUNTY COMMENTS)

RAMPART
SURVEYS

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

MUTUAL ACCESS EASEMENT AGREEMENT

This Mutual Access Easement Agreement ("Agreement") is entered into and made effective as of the 30 day of September, 2019 ("Effective Date"), between **Robert C. Schleicher and Lora G. Schleicher** (collectively, the "Grantors") whose address is 11750 Woodland Road, Woodland Park, CO 80863, and **Mitchell Family Enterprises, LLC**, a Colorado limited liability company (the "Grantee"), whose address is P.O. Box 1827 Woodland Park, CO 80863 (each, a "party" and collectively, the "parties").

Background and Purpose

A. Grantors are the owners of real property legally described as follows:

LOTS 12 AND 18, TIMBER RIDGE SUBDIVISION FILING NO. 2, COUNTY OF EL PASO,
STATE OF COLORADO

also known by street address as 11750 Woodland Road, Woodland Park, Colorado (the "Grantor Property").

B. Grantee is the owner of real property legally described as follows:

LOTS 8, 9, 11, 13, 14 AND 15, TIMBER RIDGE SUBDIVISION FILING NO. 2, COUNTY OF
EL PASO, STATE OF COLORADO

(the "Grantee Property").

C. The parties acknowledge there is an existing easement containing an access road across the Grantor Property that was reserved for the benefit of the Grantee Property in the Warranty Deed recorded on March 7, 2018 at Reception No. 218026510, records of El Paso County, Colorado (the "Existing Easement"). The Existing Easement is legally described in the attached **Exhibit A** and incorporated by this reference.

D. Since the date the Existing Easement was recorded, the parties have agreed to vacate Logger Road and a portion of Woodland Road, which are roads owned and maintained by El Paso County, Colorado (collectively, the "County Roads").

E. Upon the vacation of the County Roads, Grantors will take ownership of a portion of existing Woodland Road that is located on Lot 18, which portion is legally described in the attached **Exhibit B** and incorporated by this reference (the "Lot 18 Easement"). The access road on the Existing Easement adjoins the access road on the Lot 18 Easement. Together, the Existing Easement and the Lot 18 Easement shall be collectively referred to as the "Access Easement", as shown in the attached **Exhibit C** and incorporated by this reference.

F. The purpose and intention of this Agreement is for Grantors to combine the Lot 18 Easement with the Existing Easement for the benefit of the Grantee and the Grantee Property, and to clarify the terms and conditions relating to the scope, use and maintenance of the Access Easement by Grantors and Grantee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

Agreement

1. Grant of Easement. Grantors hereby grant and convey to Grantee and its successors and assigns a perpetual, non-exclusive thirty (30) foot wide easement (“Easement”) for utilities and for vehicular, equestrian and pedestrian ingress to and egress from the Grantee Property on, in, to, through, over, under and across the Grantor Property as legally described in **Exhibit A and Exhibit B** (collectively, the “Easement Property”), subject to the conditions and restrictions set forth in this Agreement.

2. Use and Benefit. The Easement granted to Grantee in this Agreement shall be solely for vehicular, equestrian, and pedestrian ingress to and egress from the Grantee Property and for above-ground and underground utilities. Grantee shall at all times use and maintain the Easement Property in such a manner that its use of the Easement Property shall not in any way impair or damage any portion of the Grantor Property, including the Easement Property. The Easement shall solely be for the benefit of Grantee, its members, managers, guests, family members, contractors, heirs, personal representatives, successors and assigns, and the Grantee Property.

3. Improvements; No Obstructions. The roadway within the Easement Property is currently an oiled gravel road. Grantee may not improve the Easement Property, including, without limitation, widening and/or paving the roadway, without the prior written consent of Grantors. Neither party will be responsible for contributing toward any improvements or upgrades to the roadway on the Easement Property sought by a party unless the other party agrees to share in the improvement costs. Neither party shall have the right to obstruct, impair or interfere with the reasonable use of the Easement Property by the other party without the other party’s written consent. Grantors have installed a locked electronic gate at the entrance to the Grantor Property where it meets the public road, and has provided Grantee with the combination to the electronic gate. Grantors may repair, replace or remove the locked gate at the entrance to the Grantor Property; provided Grantors provide Grantee with the combination or opener to the gate so Grantee has unrestricted access to the Easement Property.

4. Maintenance and Repair of the Easement Property. Until such time as Grantee or its successors and assigns uses the Easement Property for access to the Grantee Property, Grantors will be solely responsible for maintenance of the Easement Property at their sole expense. When Grantors and Grantee or its successors and assigns both use the roadway on the Easement Property, each party will contribute their fair share to the costs of maintenance in proportion to their use, using a formula agreed to by the parties. The parties agree to share in the performance of any reasonable or appropriate maintenance work on the Easement Property so as to maintain the roadway in a good, clean and safe condition, which maintenance may include, without limitation, snow removal, graveling, clearing and grading, and repairing and maintaining any improvements (e.g., culverts, ditches) located on or within the Easement Property. Any damage caused to the Easement Property by a party or their family members, guests, contractors, successors or assigns that interferes with the other party’s use and enjoyment of the Easement Property will be promptly restored by the party responsible for causing the damage.

5. Mechanics Liens. Grantee shall not create or permit to be created or remain any mechanic’s lien or other lien to attach against the Easement Property or the Grantor Property for materials supplied or work performed at the request of Grantee with respect to any construction on or maintenance of the Easement Property. If a mechanic’s lien or other lien is recorded against the Grantor Property arising from or as a result of materials supplied or work performed by or on behalf of Grantee, then Grantee, within thirty (30) days of such notice of lien, shall promptly discharge the same at its sole expense. Grantee shall indemnify and hold Grantors harmless from any cost or expense (including reasonable attorney fees and costs) incurred by Grantors as a result of any such mechanic’s lien or other lien recorded on the Grantor Property.

6. Indemnification. Grantee agrees to release, indemnify, defend, protect and hold Grantors, their heirs, personal representatives, successors and assigns, harmless from and against any liability, damage, claim, injury, cost or expense (including reasonable attorney fees and costs) arising out of or in connection with the acts or omissions of Grantee, its members, managers, heirs, personal representatives, successors, assigns, contractors, representatives or agents, occurring on and within the Easement Property or the Grantor Property.

7. Default. A party's failure to timely pay their fair share of the costs for maintenance of the Easement Property within thirty (30) days after delivery of a written statement showing that party's share of the costs will constitute a default under this Agreement. A party's failure to repair damage to the Easement Property that is a result of that party's activities within a reasonable amount of time, not to exceed thirty (30) days after completion of the activities causing such damage, shall also constitute a default under this Agreement. Upon default, the non-defaulting party, after ten (10) days' advance written notice of default to the defaulting party, may pay the defaulting party's share of the maintenance costs or pay for the repair. The defaulting party shall promptly reimburse the non-defaulting owner upon receipt of notice from the non-defaulting party evidencing payment on behalf of the defaulting party. Any amount owed by a defaulting party that is not paid within thirty (30) days from receipt of the payment notice shall constitute a lien against the defaulting party's property, which lien may be enforced by recording a statement of lien against the defaulting party's property. The lien may be foreclosed on in the manner provided for by Colorado law, and the defaulting party shall be liable for the amount due, plus statutory interest, costs and expenses and reasonable attorney fees. Such lien is in addition to any legal or equitable remedy allowed by law.

If a party defaults in its performance under this Agreement that does not involve the payment of money, the non-defaulting party shall provide written notice of the default to the other party. The notice shall state the nature of the default, the corrective action to be taken to remedy the default, and the time period in which the corrective action must be taken, which shall be a reasonable period of time. The defaulting party's failure to timely cure the default shall entitle the non-defaulting party to take any legal or equitable action against the defaulting party allowed by law.

8. Notices. All notices under this Agreement shall be in writing and given by certified mail, postage prepaid; by hand delivery, or by recognized overnight delivery service, to a party at their address listed above or with the El Paso County Assessor's Office. Notice shall be deemed effective upon the earlier of receipt by personal delivery, two days after mailing postage prepaid by a recognized overnight delivery service, or five days after mailing postage prepaid, certified mail, return receipt requested. A party, by notice given as above, may change the address to which future notices should be sent.

9. Governing Law; Attorney Fees. This Agreement shall be interpreted and enforced under the laws of Colorado. If a dispute arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses from the other party.

10. Amendment. Any amendment, termination, deletion or addition to this Agreement must be in writing and acknowledged by all of the then-current owners of the Grantor Property and the Grantee Property and recorded in the records of El Paso County, Colorado.

11. 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.

12. Waiver. No waiver of, or consent to depart from, the requirements of any of the provisions of this Agreement by any party shall be effective unless it is in writing signed by the party giving the waiver.

No such waiver shall be construed as a waiver of any subsequent breach or any other agreement or obligation contained in this Agreement. No delay or omission on the part of any party to exercise any right shall be construed as a waiver of such right.

13. Benefits and Burdens. The benefits and burdens of the Easement shall run with the Grantor Property and the Grantee Property and shall be binding upon, and inure to the benefit of, the respective successors and assigns of the owners of the Grantor Property and the Grantee Property.

14. Recording. This Agreement shall be recorded in the records of El Paso County, Colorado.

15. Counterparts. This Agreement may be executed in any number of counterparts and by parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

16. Mediation. If a non-monetary dispute arises relating to this Agreement, and is not resolved informally by the parties, 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.

17. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes all prior agreements, representations, and discussions between the parties concerning that subject matter. Each party further declares and represents that, by entering into this Agreement, they have not relied on any promise, inducement, representation, warranty, agreement, or other statement not set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written, which shall be the date the last of the parties signs this Agreement below.

[SIGNATURES ON NEXT PAGES]

GRANTORS:

Robert C Schleicher
Robert C. Schleicher

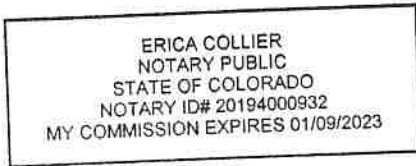
Lora G. Schleicher
Lora G. Schleicher

STATE OF COLORADO)
) ss.
COUNTY OF Teller)

The foregoing instrument was acknowledged before me this 30 day of September, 2019,
by Robert C. Schleicher and Lora G. Schleicher.

Witness my hand and official seal.
My commission expires: 01/09/2023

[SEAL]



Erica Collier
Notary Public

GRANTEE:

Mitchell Family Enterprises, LLC
a Colorado limited liability company

By: *Larry Mitchell*
Larry Mitchell

Title: *President*

STATE OF COLORADO)
) ss.
COUNTY OF *Teller*)

The foregoing instrument was acknowledged before me this *30* day of *September*, 2019,
by Larry Mitchell, as _____ of Mitchell Family Enterprises, LLC, a Colorado limited
liability company.

Witness my hand and official seal.

My commission expires: *01/09/2023*

[SEAL]

Erica Collier
Notary Public

ERICA COLLIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194000932
MY COMMISSION EXPIRES 01/09/2023

EXHIBIT A
LEGAL DESCRIPTION OF THE EXISTING EASEMENT

A THIRTY FOOT (30') WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF LOT 18 AND LOT 12, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SECTION 17, TOWNSHIP 12 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 LOT 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12, AS MONUMENTED BY A 7/8" O.D. IRON PIPE, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 18, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 12, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", BEARS N04°15'02"E (N04°49'10"E PER THE RECORDED PLAT), A DISTANCE OF 443.16 FEET (443.05 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S73°31'27"E ALONG THE SOUTHERLY LINE OF SAID LOT 18, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF WOODLAND ROAD, AS SHOWN ON SAID PLAT OF TIMBER RIDGE SUBDIVISION FILING NO. 2, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE N20°18'58"E, A DISTANCE OF 86.99 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 95.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°58'11", AN ARC LENGTH OF 145.86 FEET (THE LONG CHORD OF WHICH BEARS N23°40'08"W, A LONG CHORD DISTANCE OF 131.95 FEET) TO A POINT OF TANGENT;

THENCE N67°39'13"W, A DISTANCE OF 58.19 FEET;

THENCE N72°50'55"W, A DISTANCE OF 109.47 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 145.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°09'57", AN ARC LENGTH OF 68.75 FEET (THE LONG CHORD OF WHICH BEARS N59°15'56"W, A LONG CHORD DISTANCE OF 68.11 FEET) TO A POINT OF TANGENT;

THENCE N45°40'58"W, A DISTANCE OF 66.39 FEET;

THENCE N38°21'54"W, A DISTANCE OF 93.68 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°14'02", AN ARC LENGTH OF 16.64 FEET (THE LONG CHORD OF WHICH BEARS N51°58'55"W, A LONG CHORD DISTANCE OF 16.48 FEET) TO A POINT ON THE WESTERLY LINE OF SAID LOT 12, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF LOT 13 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE N04°03'04"W ALONG THAT LINE COMMON TO SAID LOT 12 AND SAID LOT 13, A DISTANCE OF 32.05 FEET;

THENCE ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°49'17", AN ARC LENGTH OF 46.31 FEET (THE LONG CHORD OF WHICH BEARS S58°46'32"E, A LONG CHORD DISTANCE OF 45.34 FEET) TO A POINT OF TANGENT;

THENCE S38°21'54"E, A DISTANCE OF 91.77 FEET;

THENCE S45°40'58"E, A DISTANCE OF 64.47 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 115.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°09'57", AN ARC LENGTH OF 54.53 FEET (THE LONG CHORD OF WHICH BEARS S59°15'56"E, A LONG CHORD DISTANCE OF 54.02 FEET) TO A POINT OF TANGENT;

THENCE S72°50'55"E, A DISTANCE OF 110.83 FEET;

THENCE S67°39'13"E, A DISTANCE OF 39.05 FEET;

THENCE N00°06'58"W, A DISTANCE OF 68.17 FEET;

THENCE N05°32'38"E, A DISTANCE OF 61.86 FEET;

THENCE N05°33'54"W, A DISTANCE OF 91.64 FEET;

THENCE N05°23'24"E, A DISTANCE OF 27.03 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 18, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 12 AND THE SOUTHWEST CORNER OF LOT 11 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S88°16'13"E ALONG THAT LINE COMMON TO SAID LOT 18 AND SAID LOT 11, A DISTANCE OF 30.06 FEET;

THENCE S05°23'24"W, A DISTANCE OF 26.08 FEET;

THENCE S05°33'54"E, A DISTANCE OF 91.68 FEET;

THENCE S05°32'38"W, A DISTANCE OF 63.30 FEET;

THENCE S00°06'58"E, A DISTANCE OF 79.74 FEET;

THENCE ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°21'40", AN ARC LENGTH OF 179.68 FEET (THE LONG CHORD OF WHICH BEARS S20°51'52"E, A LONG CHORD DISTANCE OF 164.61 FEET) TO A POINT OF TANGENT;

THENCE S20°18'58"W, A DISTANCE OF 84.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 18, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD;

THENCE N73°31'27"W ALONG THAT LINE COMMON TO SAID LOT 18 AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 27,892 SQUARE FEET (0.64 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
LEGAL DESCRIPTION OF THE LOT 18 EASEMENT

A THIRTY FOOT (30') WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE NORTHERLY LINE OF SAID WOODLAND ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 18 AND THE SOUTHEAST CORNER OF LOT 12, ALL OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A 7/8" O.D. IRON PIPE, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 18, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 12, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", BEARS N04°15'02"E (N04°49'10"E PER THE RECORDED PLAT), A DISTANCE OF 443.16 FEET (443.05 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S73°31'27"E ALONG THE SOUTHERLY LINE OF SAID LOT 18, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S73°31'27"E ALONG THAT LINE COMMON TO SAID WOODLAND ROAD AND SAID LOT 18, A DISTANCE OF 30.07 FEET;

THENCE S20°18'57"W, A DISTANCE OF 2.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 53.56 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°18'03", AN ARC LENGTH OF 18.04 FEET (THE LONG CHORD OF WHICH BEARS S10°39'56"W, A LONG CHORD DISTANCE OF 17.96 FEET) TO A POINT OF TANGENT;

THENCE S01°01'52"W, A DISTANCE OF 16.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD;

THENCE N88°58'08"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET;

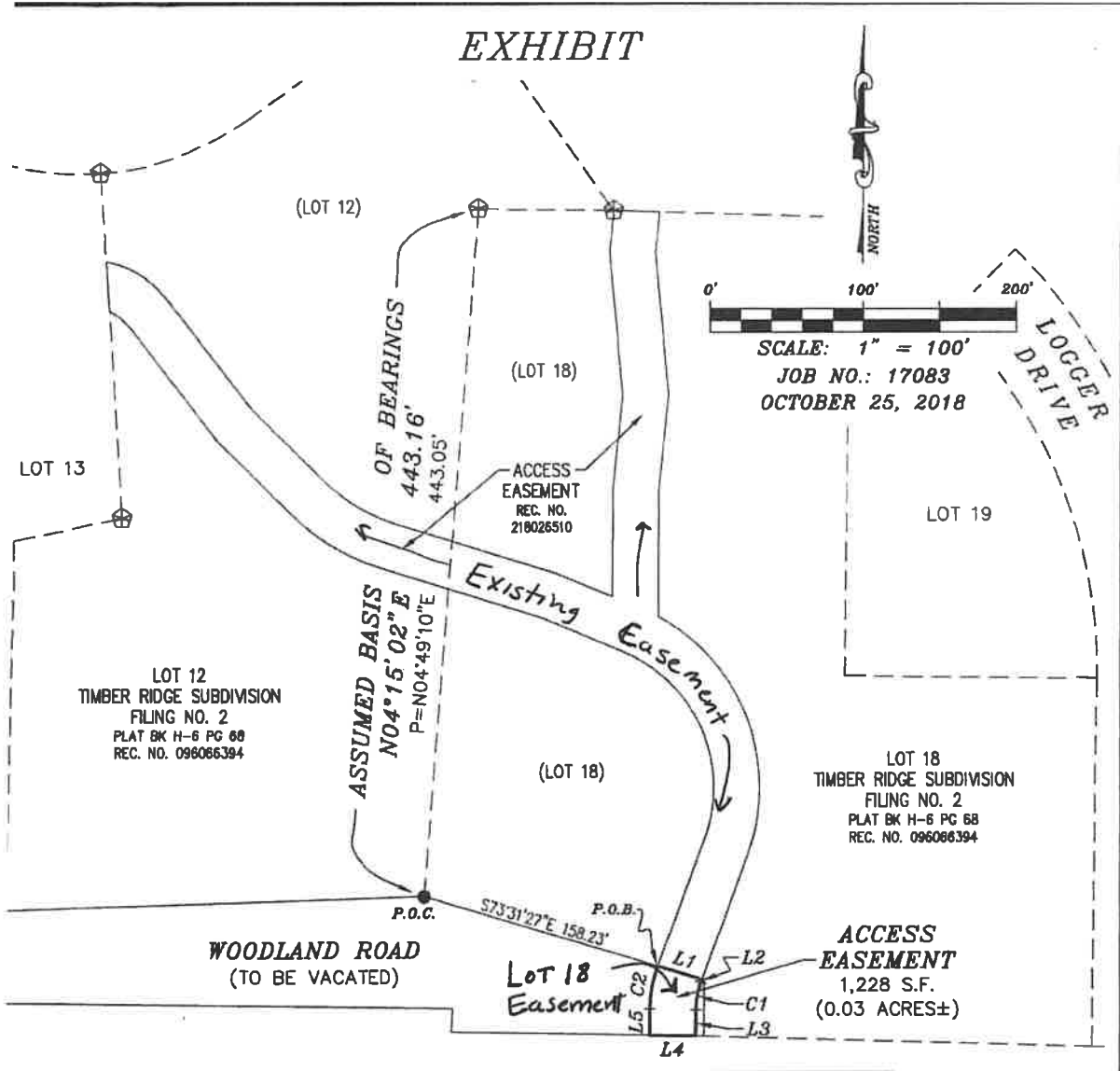
THENCE N01°01'52"E, A DISTANCE OF 16.82 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 83.56 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°18'03", AN ARC LENGTH OF 28.15 FEET (THE LONG CHORD OF WHICH BEARS N10°39'56"E, A LONG CHORD DISTANCE OF 28.02 FEET) TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,228 SQUARE FEET (0.03 ACRES) OF LAND, MORE OR LESS.

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

EXHIBIT C



DECLARATION OF EASEMENT FOR ACCESS AND UTILITIES

This Declaration of Easement for Access and Utilities (the "Agreement") is made and executed as of the 1 day of OCT, 2019 ("Effective Date"), by **Mitchell Family Enterprises, LLC**, a Colorado limited liability company (the "Grantor"), whose address is P.O. Box 1827 Woodland Park, CO 80863.

Background and Purpose

A. Grantor is the owner of the real property legally described as follows:

LOTS 8, 9, 13, 14 AND 15, TIMBER RIDGE SUBDIVISION FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO

(each, a "Lot" or collectively, the "Lots")

B. Grantor desires to ensure that future owners of Lots 8, 9, 14 and 15 (the "Benefited Lots") have an easement for access and utilities to and from a public road on, over, under, through and across that portion of Lot 13, Timber Ridge Subdivision Filing No. 2 ("Lot 13"), as legally described and graphically shown in the attached **Exhibit A**, subject to the terms and conditions of this Agreement.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, Grantor establishes the following easement.

1. Grant of Easement. Grantor hereby grants and establishes a perpetual, non-exclusive easement of varying width ("Easement") for vehicular, equestrian and pedestrian ingress and egress and utilities on, in, to, through, over, under and across Lot 13 as legally described and graphically depicted in **Exhibit A** incorporated by this reference (the "Easement Property") for the benefit of the Benefited Lots, subject to the conditions and restrictions set forth in this Agreement.

2. Use and Benefit. The Easement shall be solely for vehicular, equestrian and pedestrian ingress to and egress from the Benefited Lots and for installation of above ground and/or below ground utilities to serve the Benefited Lots. The Benefited Lot owners shall at all times use and maintain the Easement Property in such a manner that its use of the Easement Property shall not in any way impair or damage any portion of Lot 13, including the Easement Property. The Easement shall solely be for the benefit of the owners of the Benefited Lots, their guests, family members, contractors, heirs, personal representatives, successors and assigns.

3. Improvements; No Obstructions. No owner of a Benefited Lot may improve the Easement Property, including, without limitation, widening and/or paving the existing gravel roadway within the Easement Property, without the prior written consent of the Lot 13 owner. No Lot owner will be responsible for contributing toward any improvements or upgrades to the roadway on the Easement Property sought by a Lot owner unless the other Lot owner agrees to share in the improvement costs. No Lot owner shall have the right to obstruct, impair or interfere with the reasonable use of the Easement Property by any other Lot owner, by installing a gate or otherwise, without the written consent of the Lot 13 owner and the other Benefited Lot owners.

4. Maintenance and Repair of the Easement Property. The Lot owners who use the Easement Property for access to their Lots will be responsible for paying a fair share contribution toward the maintenance and repair of the Easement Property, based on such owner's use of the roadway in proportion to the use by the other Lot owners. The Lot owners may agree to another method of calculating the fair share contribution of maintenance and repair expenses. The Lot owners agree to share in the performance

of any reasonable or appropriate maintenance work on the Easement Property so as to maintain the roadway in a good, clean and safe condition, which maintenance may include, without limitation, snow removal, graveling, clearing and grading, and repairing and maintaining any improvements (e.g., culverts, ditches) located on or within the Easement Property. Any damage caused to the Easement Property by a Lot owner or their family members, guests, contractors, agents, successors or assigns that interferes with the other Lot owners' use and enjoyment of the Easement Property will be promptly restored by the Lot owner responsible for causing the damage.

5. Mechanics Liens. No Lot owner may create or permit to be created or remain any mechanic's lien or other lien to attach against the Easement Property or Lot 13 for materials supplied or work performed at the request of a Lot owner with respect to any construction on or maintenance of the Easement Property. If a mechanic's lien or other lien is recorded against Lot 13 arising from or as a result of materials supplied or work performed by or on behalf of a Lot owner, then such Lot owner, within thirty (30) days of such notice of lien, shall promptly discharge the same at its sole expense. The Lot owner responsible for the lien shall indemnify and hold the Lot 13 owner and the other Benefited Lot owners harmless from any cost or expense (including reasonable attorney fees and costs) incurred by them as a result of any such mechanic's lien or other lien recorded on Lot 13.

6. Indemnification. Each Benefited Lot owner ("Indemnifying Party") agrees to release, indemnify, defend, protect and hold the Lot 13 owner, its heirs, personal representatives, successors and assigns, harmless from and against any liability, damage, claim, injury, cost or expense (including reasonable attorney fees and costs) arising out of or in connection with the acts or omissions of the Indemnifying Party, its family members, guests, contractors, agents, successors or assigns occurring on and within the Easement Property or Lot 13.

7. Default. A Lot owner's failure to timely pay its fair share of the costs for maintenance of the Easement Property within thirty (30) days after delivery of a written statement showing that Lot owner's share of the costs will constitute a default under this Agreement. A Lot owner's failure to repair damage to the Easement Property that is a result of that Lot owner's activities within a reasonable amount of time, not to exceed thirty (30) days after completion of the activities causing such damage, shall also constitute a default under this Agreement. Upon default, a non-defaulting Lot owner, after ten (10) days' advance written notice of default to the defaulting Lot owner, may pay the defaulting Lot owner's share of the maintenance costs or pay for the repair. The defaulting Lot owner shall promptly reimburse the non-defaulting owner upon receipt of notice from the non-defaulting Lot owner evidencing payment on behalf of the defaulting Lot owner. Any amount owed by a defaulting Lot owner that is not paid within thirty (30) days from receipt of the payment notice shall constitute a lien against the defaulting Lot owner's property, which lien may be enforced by recording a statement of lien against the defaulting owner's Lot. The lien may be foreclosed on in the manner provided for by Colorado law, and the defaulting Lot owner shall be liable for the amount due, plus statutory interest, costs and expenses and reasonable attorney fees. Such lien is in addition to any legal or equitable remedy allowed by law.

If a Lot owner defaults in its performance under this Agreement that does not involve the payment of money, a non-defaulting Lot owner shall provide written notice of the default to the defaulting Lot owner. The notice shall state the nature of the default, the corrective action to be taken to remedy the default, and the time period in which the corrective action must be taken, which shall be a reasonable period of time. The defaulting Lot owner's failure to timely cure the default shall entitle the non-defaulting Lot owner to take any legal or equitable action against the defaulting Lot owner allowed by law.

8. Notices. All notices under this Agreement shall be in writing and given by certified mail, postage prepaid; by hand delivery, or by recognized overnight delivery service, to a Lot owner at the address

listed with the El Paso County Assessor's Office. Notice shall be deemed effective upon the earlier of receipt by personal delivery, two days after mailing postage prepaid by a recognized overnight delivery service, or five days after mailing postage prepaid, certified mail, return receipt requested. A Lot owner, by notice given as above, may change the address to which future notices should be sent.

9. Governing Law; Attorney Fees. This Agreement shall be interpreted and enforced under the laws of Colorado. If a dispute arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses from the other party.

10. Amendment. Any amendment, termination, deletion or addition to this Agreement must be in writing and acknowledged by all of the then-current owners of the Benefited Lots and Lot 13 and recorded in the records of El Paso County, Colorado.

11. 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.

12. Waiver. No waiver of, or consent to depart from, the requirements of any of the provisions of this Agreement by any party shall be effective unless it is in writing signed by the party giving the waiver. No such waiver shall be construed as a waiver of any subsequent breach or any other agreement or obligation contained in this Agreement. No delay or omission on the part of any party to exercise any right shall be construed as a waiver of such right.

13. Benefits and Burdens. The benefits and burdens of the Easement shall run with the Benefited Lots and Lot 13 and shall be binding upon, and inure to the benefit of, the respective successors and assigns of the owners of the Benefited Lots and Lot 13.

14. Recording. This Agreement shall be recorded in the records of El Paso County, Colorado.

15. Counterparts. This Agreement may be executed in any number of counterparts and by parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

16. Mediation. If a non-monetary dispute arises relating to this Agreement, and is not resolved informally by the parties, 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.

17. Non-Merger. The Easement and the rights and obligations granted and created by this Agreement are intended for the mutual benefit and protection of the owners of all of the Lots. It is the intention of Grantor that there be no merger of the Easement into the respective fee estate, but rather the Easement and all the rights, benefits, obligations, restrictions and burdens shall be separately preserved for the benefit of Grantor and its successors and assigns (the future Lot owners).

IN WITNESS WHEREOF, Grantor has executed this Agreement effective as of the date first above written.

GRANTOR:

Mitchell Family Enterprises, LLC
a Colorado limited liability company

By: Larry Mitchell
Larry Mitchell

Title: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF Teller)

The foregoing instrument was acknowledged before me this 1 day of Oct., 2019, by Larry Mitchell, as President of Mitchell Family Enterprises, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: April 19, 2020

[SEAL]

Janet K. Brown
Notary Public

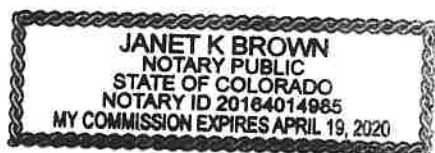


EXHIBIT A
LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF LOT 13 AND A PORTION OF LOGGER ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NE1/4 SW1/4) AND IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SE1/4) OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, SAID POINT ALSO BE THE NORTHWEST CORNER OF LOT 12 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", FROM WHICH AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF SAID LOT 12, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853" BEARS S04°03'04"E (N04°01'15"W PER THE RECORDED PLAT), A DISTANCE OF 221.33 FEET (221.10 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S04°03'04"E ALONG THAT LINE COMMON TO SAID LOT 13 AND SAID LOT 12, A DISTANCE OF 88.35 FEET;

THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°35'15", AN ARC LENGTH OF 8.30 FEET (THE LONG CHORD OF WHICH BEARS N72°23'33"W, A LONG CHORD DISTANCE OF 8.28 FEET) TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A 53.46 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°22'12", AN ARC LENGTH OF 35.80 FEET (THE LONG CHORD OF WHICH BEARS S81°37'39"W, A LONG CHORD DISTANCE OF 35.14 FEET) TO A POINT OF TANGENCY;

THENCE S62°26'37"W, A DISTANCE OF 33.82 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 89.18 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°14'55", AN ARC LENGTH OF 57.98 FEET (THE LONG CHORD OF WHICH BEARS S81°04'04"W, A LONG CHORD DISTANCE OF 56.96 FEET) TO A POINT OF TANGENCY;

THENCE N80°18'29"W, A DISTANCE OF 25.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 26.10 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 105°27'03", AN ARC LENGTH OF 48.03 FEET (THE LONG CHORD OF WHICH BEARS S46°58'00"W, A LONG CHORD DISTANCE OF 41.54 FEET) TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A 60.48 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°58'21", AN ARC LENGTH OF 30.58 FEET (THE LONG CHORD OF WHICH BEARS S20°14'42"E, A LONG CHORD DISTANCE OF 30.26 FEET) TO A POINT OF TANGENCY;

THENCE S34°43'52"E, A DISTANCE OF 37.42 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 50.11 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 69°59'40", AN ARC LENGTH OF 61.21 FEET (THE LONG CHORD OF WHICH BEARS S00°15'58"W, A LONG CHORD DISTANCE OF 57.48 FEET) TO A POINT OF TANGENCY;

THENCE S35°15'48"W, A DISTANCE OF 16.71 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 58.37 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°34'08", AN ARC LENGTH OF 56.61 FEET (THE LONG CHORD OF WHICH BEARS S63°00'19"W, A LONG CHORD DISTANCE OF 54.42 FEET) TO A POINT ON THE WESTERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID LOGGER ROAD;

THENCE N89°16'24"W, A DISTANCE OF 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID LOGGER ROAD;

THENCE N00°50'41"E ALONG SAID CENTERLINE, A DISTANCE OF 30.00 FEET TO THE NORTHERLY POINT OF TERMINUS OF SAID CENTERLINE, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 14 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S89°16'24"E ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 30.01 FEET TO THE NORTHEAST CORNER OF THE TERMINUS OF SAID LOGGER ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 14;

THENCE ALONG THE ARC OF A 28.37 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55°31'27", AN ARC LENGTH OF 27.49 FEET (THE LONG CHORD OF WHICH BEARS N62°57'53"E, A LONG CHORD DISTANCE OF 26.43 FEET) TO A POINT OF TANGENCY;

THENCE N35°15'48"E, A DISTANCE OF 16.73 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 20.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 69°59'40", AN ARC LENGTH OF 24.57 FEET (THE LONG CHORD OF WHICH BEARS N00°15'58"E, A LONG CHORD DISTANCE OF 23.07 FEET) TO A POINT OF TANGENCY;

THENCE N34°43'52"W, A DISTANCE OF 37.42 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 90.48 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°58'21", AN ARC LENGTH OF 45.75 FEET (THE LONG CHORD OF WHICH BEARS N20°14'42"W, A LONG CHORD DISTANCE OF 45.26 FEET) TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A 56.10 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°20'07", AN ARC LENGTH OF 38.51 FEET (THE LONG CHORD OF WHICH BEARS N13°54'32"E, A LONG CHORD DISTANCE OF 37.76 FEET);

THENCE N57°44'39"W, A DISTANCE OF 78.40 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 86.22 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°19'26", AN ARC LENGTH OF 38.11 FEET (THE LONG CHORD OF WHICH BEARS N45°04'56"W, A LONG CHORD DISTANCE OF 37.80 FEET) TO A POINT OF TANGENCY;

THENCE N32°25'13"W, A DISTANCE OF 58.48 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 83.08 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°50'28", AN ARC LENGTH OF 37.47 FEET (THE LONG CHORD OF WHICH BEARS N45°20'27"W, A LONG CHORD DISTANCE OF 37.15 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 132.28 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°20'06", AN ARC LENGTH OF 63.11 FEET (THE LONG CHORD OF WHICH BEARS N44°35'38"W, A LONG CHORD DISTANCE OF 62.51 FEET) TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF LOT 8 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE ALONG THAT LINE COMMON TO SAID LOT 13 AND SAID LOT 8 AND ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°47'41", AN ARC

LENGTH OF 36.40 FEET (THE LONG CHORD OF WHICH BEARS N30°07'23"E, A LONG CHORD DISTANCE OF 35.99 FEET);

THENCE ALONG THE ARC OF A 102.28 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°08'31", AN ARC LENGTH OF 66.31 FEET (THE LONG CHORD OF WHICH BEARS S39°41'25"E, A LONG CHORD DISTANCE OF 65.15 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 113.08 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°50'28", AN ARC LENGTH OF 51.00 FEET (THE LONG CHORD OF WHICH BEARS S45°20'27"E, A LONG CHORD DISTANCE OF 50.57 FEET) TO A POINT OF TANGENCY;

THENCE S32°25'13"E, A DISTANCE OF 58.48 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 56.22 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°19'26", AN ARC LENGTH OF 24.85 FEET (THE LONG CHORD OF WHICH BEARS S45°04'56"E, A LONG CHORD DISTANCE OF 24.65 FEET) TO A POINT OF TANGENCY;

THENCE S57°44'39"E, A DISTANCE OF 87.93 FEET;

THENCE ALONG THE ARC OF A 56.10 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°31'52", AN ARC LENGTH OF 32.83 FEET (THE LONG CHORD OF WHICH BEARS N82°55'35"E, A LONG CHORD DISTANCE OF 32.36 FEET) TO A POINT OF TANGENCY;

THENCE S80°18'29"E, A DISTANCE OF 25.74 FEET TO A POINT OF CURVATURE;

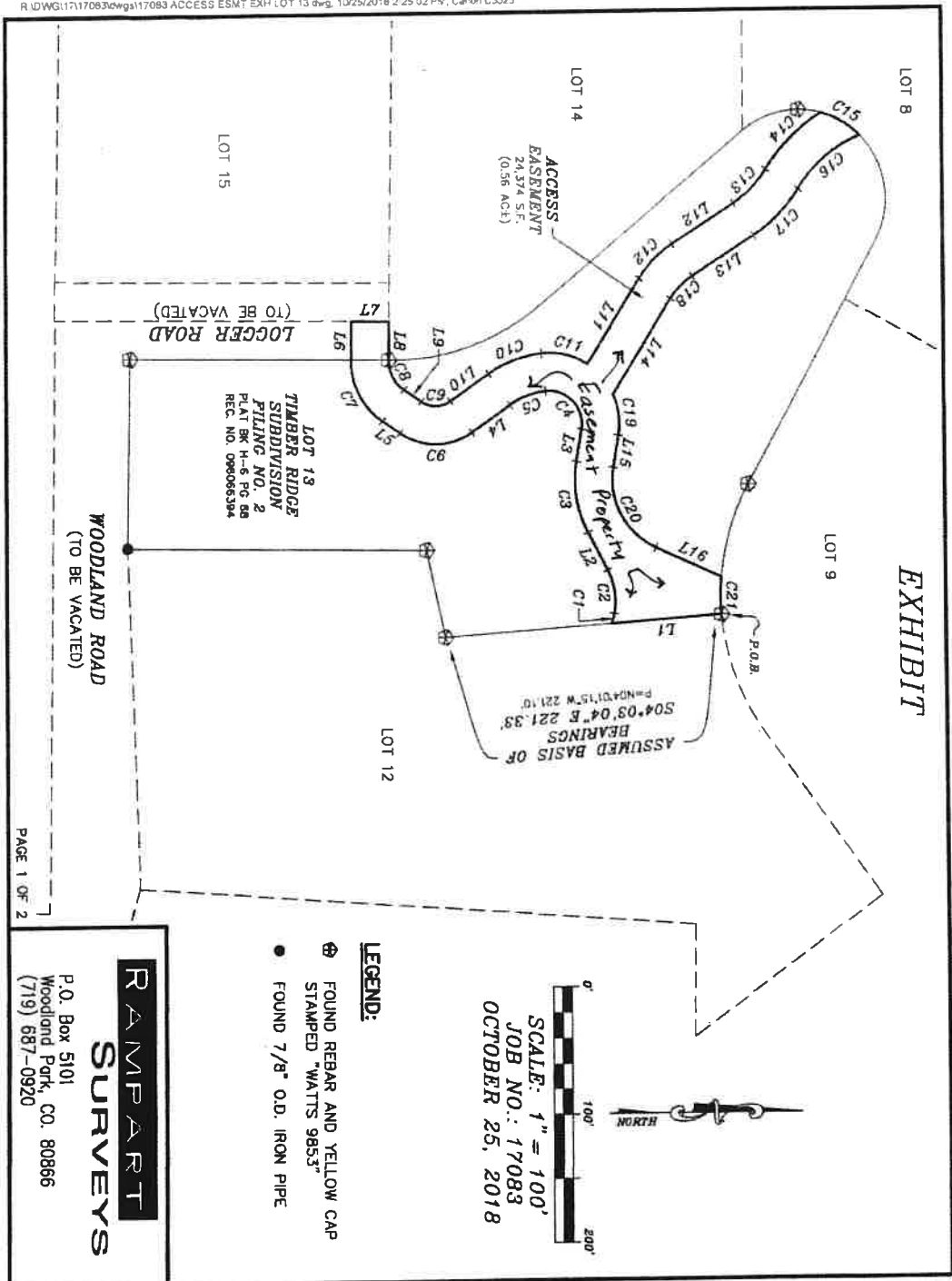
THENCE ALONG THE ARC OF A 59.18 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 75°06'17", AN ARC LENGTH OF 77.58 FEET (THE LONG CHORD OF WHICH BEARS N62°08'23"E, A LONG CHORD DISTANCE OF 72.14 FEET) TO A POINT OF TANGENCY;

THENCE N24°35'14"E, A DISTANCE OF 57.38 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 13, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 9 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE ALONG THAT LINE COMMON TO SAID LOT 13 AND SAID LOT 9 AND ALONG THE ARC OF A 187.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°11'29", AN ARC LENGTH OF 30.00 FEET (THE LONG CHORD OF WHICH BEARS S89°33'55"E, A LONG CHORD DISTANCE OF 29.97 FEET) TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 24,374 SQUARE FEET (0.56 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:
ERIC R. SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920



RESOLUTION NO. 19 - _____

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION TO APPROVE VACATION OF RIGHT-OF-WAY LOCATED WITHIN
LOGGER ROAD AND WOODLAND ROAD AND TO APPROVE TRANSFER OF
TITLE FOR THE VACATED RIGHT-OF-WAY BY BARGAIN AND SALE DEEDS**

WHEREAS, pursuant to C.R.S §§ 30-11-101(1)(b)(c), 30-11-102, 30-11-103, and 30-11-107(1)(a)(h), the Board of County Commissioners of El Paso County, Colorado (hereinafter “Board” or “County”), has the legislative authority to purchase and hold real and personal property for the use of the County, when deemed by the Board to be in the best interests of the County and its inhabitants; and

WHEREAS, Mitchell Family Enterprises, LLC (“Mitchell”) owns Lots 13, 14, and 15 in Timber Ridge Subdivision Filing No. 2 (the “Mitchell Property”), which lots are adjacent to Logger Road and Woodland Road in unincorporated El Paso County; and

WHEREAS, Robert and Lora Schleicher (“Schleicher”) own Lots 12 and 18 in Timber ridge Subdivision Filing No. 2 (the “Schleicher Property”), which lots are also adjacent to Logger Road and Woodland Road; and

WHEREAS, while Logger Road and Woodland Road were platted as public rights-of-way, they have no road improvements and have never been used for a public purpose; and

WHEREAS, Mitchell and Schleicher are seeking approval from the County to vacate Logger Road and Woodland Road, and, pursuant to the vacation statute, are entitled to have the vacated property returned to the adjacent lots, all of which are owned by either Mitchell or Schleicher; and

WHEREAS, Mitchell and Schleicher have proposed to record an access easement across their lots which connects to Rampart Range Road, a public road, and would provide access to Lots 8, 9, 11, 12, 13, 14, 15 and 18 of Timber Ridge Subdivision Filing No. 2, which access easement is depicted in Exhibit A attached hereto; and

WHEREAS, the Board finds that it can vacate and convey the “Right-of-Way” Property (ROW Property), as identified in the legal descriptions attached hereto as Exhibit B, to Mitchell and Schleicher pursuant to C.R.S. § 43-2-302(1)(a) and (c), which provide that for roadways which constitute the exterior boundary of a subdivision, title shall vest in the owners of the land abutting the vacated roadway, and for roadways bounded by straight lines, title shall vest in the owners of the abutting land, each abutting owner taking to the center of the roadway; and

WHEREAS, the Board further finds that, following vacation of the ROW Property, the Mitchell and Stauffer Property will have access to another established public road as required by §43-2-303 (2)(a), C.R.S.; and

WHEREAS, the Public Works Department indicates that it does not have a need for the ROW Property, desires to vacate said ROW Property, and recommends transfer of title to Mitchell and Stauffer; and

WHEREAS, for the considerations set forth herein, El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, has agreed to vacate and convey the ROW Property to Mitchell and Schleicher through Bargain and Sale Deeds, subject to any and all easements and rights-of-way located therein; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of El Paso County, Colorado hereby approves the vacation of the ROW Property and the transfer of title to the vacated right-of-way by Bargain and Sale Deeds to Mitchell Family Enterprises, LLC and Robert and Lora Schleicher, which Deeds shall substantially comport with Exhibit C, attached hereto.

BE IT FURTHER RESOLVED that it is a condition of the Board's approval that Mitchell Family Enterprises, LLC shall complete legal mergers of Lots 13 and 15 with the adjacent parcels of ROW Property, and Robert and Lora Schleicher shall complete legal mergers of the Lots 12 and 18 with the adjacent parcels of ROW Property, all within three (3) months of this approval.

BE IT FURTHER RESOLVED that it is a second condition of the Board's approval that Mitchell Family Enterprises, LLC and Robert and Lora Schleicher record the proposed access easement immediately following recordation of the Bargain and Sale Deeds.

DONE THIS _____ day of _____, 2019, at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Chuck Broerman
County Clerk and Recorder

By: _____
Mark Waller, Chair