

## CLIENT INFORMATION

<b>Client:</b>	Crown Castle	<b>Report Date:</b>	11/02/2021
<b>Client No.:</b>	12703	<b>Index Date:</b>	10/28/2021
<b>Address:</b>	8020 Katy Frwy Houston, TX 77024	<b>Order ID:</b>	110-202-1-16085
<b>Contact:</b>	Jessica Hoyt	<b>Client Ref.:</b>	877034
<b>Phone:</b>	713-570-3039		
<b>Delivery:</b>	Jessica.Hoyt@crowncastle.com; Lynn.Howell@crowncastle.com		

## VESTING INFORMATION

**Vested Owner:** GWYN DEAN SMISCHNY TRUST UNDER AGREEMENT DATED APRIL 11, 2018

## DEED INFORMATION

<b>Document Type:</b>	Bargain and Sale Deed	<b>Execution Date:</b>	07/24/2019
<b>Instrument Number:</b>	219101082	<b>Recorded Date:</b>	08/27/2019
<b>Grantor:</b>	Dean Smischny A/K/A Gwyn D. Smischny		
<b>Grantee:</b>	GWYN Dean Smischny Trust under Agreement dated April 11, 2018		
Abstract Property. Permanent Easement dated 01/19/1972 recorded in Book 2468, Page 76 and Instrument No. 863573 on 02/16/1972. Right of Way Deed dated 09/06/1985 recorded in Book 5057, Page 1345 and Instrument No. 01295876 on 09/06/1985. Right of Way dated 09/06/1985 recorded in Book 5057, Page 1344 and Instrument No. 01295875 on 09/06/1985. Right of Way Deed dated 09/06/1985 recorded in Book 5057, Page 1342 and Instrument No. 01295874 on 09/06/1985. Property Boundary Line Agreement dated 11/19/2003 recorded in Instrument No. 204028584 on 02/19/2004. Memorandum of Assignment and Assumption Agreement dated 05/14/2004 recorded in Instrument No. 204118430 on 07/15/2004. Site Designation Supplemental to Master Lease and Sublease Agreement dated 05/25/2005 recorded in Instrument No. 205178439 on 11/07/2005. Contract dated 03/08/2011 recorded in Instrument No. 212075065 on 07/02/2012. Agreement, Reservation of Rights and Covenants dated 06/07/2012 recorded in Instrument No. 212075064 on 07/02/2012. Quit Claim Deed Easement dated 08/05/2011 recorded in Instrument No. 212075623 on 07/03/2012. Quit Claim Deed Easement dated 08/05/2011 recorded in Instrument No. 212075624 on 07/03/2012. Quit Claim Deed Easement dated 07/18/2012 recorded in Instrument No. 212081610 on 07/18/2012. Quit Claim Deed Easement dated 07/02/2012 recorded in Instrument No. 212075614 on 07/03/2012. Quit Claim Deed Easement dated 07/02/2012 recorded in Instrument No. 212075615 on 07/03/2012. Quit Claim Deed Easement dated 07/02/2012 recorded in Instrument No. 212075618 on 07/03/2012. Quit Claim Deed Easement dated 07/02/2012 recorded in Instrument No. 212075619 on 07/03/2012. Quit Claim Deed Easement dated 07/02/2012 recorded in Instrument No. 212075620 on 07/03/2012. Quit Claim Deed Easement dated 07/02/2012 recorded in Instrument No. 212075621 on 07/03/2012. Easement Agreement dated 10/02/2014 recorded in Instrument No. 214091722 on 10/07/2014. Memorandum of Option and Site Lease Agreement dated 08/23/2017 recorded in Instrument No. 217105017 on 08/31/2017.			
<b>Document Type:</b>	Bargain and Sale Deed	<b>Execution Date:</b>	07/24/2019
<b>Instrument Number:</b>	219090611	<b>Recorded Date:</b>	08/05/2019
<b>Grantor:</b>	Dean Smischny A/K/A Gwyn D. Smischny		
<b>Grantee:</b>	GWYN Dean Smischny Trust under Agreement dated April 11, 2018		
<b>Document Type:</b>	Quit Claim Deed	<b>Execution Date:</b>	08/05/2011
<b>Instrument Number:</b>	212075629	<b>Recorded Date:</b>	07/03/2012
<b>Grantor:</b>	Dean Smischny		
<b>Grantee:</b>	Dean Smischny		
<b>Document Type:</b>	Quit Claim Deed	<b>Execution Date:</b>	07/02/2012
<b>Instrument Number:</b>	212075613	<b>Recorded Date:</b>	07/03/2012
<b>Grantor:</b>	Lucky 4 BL72, LLC		
<b>Grantee:</b>	Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny		
<b>Document Type:</b>	Quit Claim Deed	<b>Execution Date:</b>	07/02/2012
<b>Instrument Number:</b>	212075061	<b>Recorded Date:</b>	07/02/2012
<b>Grantor:</b>	Lucky 4 BL72, LLC		
<b>Grantee:</b>	Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny		
<b>Document Type:</b>	Quit Claim Deed	<b>Execution Date:</b>	07/02/2012
<b>Instrument Number:</b>	212075060	<b>Recorded Date:</b>	07/02/2012
<b>Grantor:</b>	Lucky 4 BL72, LLC		
<b>Grantee:</b>	Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny		
<b>Document Type:</b>	Deed	<b>Execution Date:</b>	08/16/1980
<b>Book/Page and Instrument Number:</b>	3344, 677 and 00696214	<b>Recorded Date:</b>	08/26/1980
<b>Grantor:</b>	Lawrence B. Doty and Edna A. Doty		
<b>Grantee:</b>	Dean Smischny		

**MORTGAGE/DEED OF TRUST INFORMATION**

None found of record.

**JUDGMENT AND LIEN INFORMATION**

None found of record on Gwyn Dean Smischny Trust, Dean Smischny and Gwyn Smischny; Gwyn D. Smischny.

**OTHER MATTERS**

Plat Map dated 04/05/2004 recorded in Instrument No. 204900045 on 04/05/2004.

**TAX INFORMATION****PARCEL IDENTIFICATION NUMBER:**

8309200031

**TAX VALUE INFORMATION**

**Land Value:** \$10,060.00  
**Improvement Value:** \$5,460.00  
**Total Value:** \$15,520.00

**EXEMPTION INFORMATION**

None

**TAX OBLIGATION INFORMATION**

**Tax Periods:** Annual  
**Tax Year:** 2020  
**Tax Amount:** \$1,269.24  
**Tax Status:** Due 04/30/2021

**DISCLAIMER:** This report contains information obtained from public records, and being that our company is not the primary provider of such, Ameristar cannot and will not, for the fee charged, be an insurer or guarantor of the accuracy or reliability of said information. Ameristar does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of services provided. Further, Ameristar's sole liability is limited to the cost of this report only. Ameristar is not liable to user for any loss or injury arising out of or caused, in whole or in part, by Ameristar's acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services or information contained herein. THIS REPORT IS NOT AN ABSTRACT, OPINION OF TITLE, TITLE COMMITMENT NOR GUARANTEE, OR TITLE INSURANCE POLICY.

## LEGAL DESCRIPTION

All the real property, together with improvements, if any, situate, lying and being in the County of El Paso, and State of Colorado, the property described as follows:

PARCEL I: THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO:

EXCEPT THAT PART DESCRIBED IN DEED RECORDED APRIL 19, 1954 IN BOOK 1425 AT PAGE 506, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9 IN TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 1106.7 FEET ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ANGLE RIGHT 90°EAST 754.7 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY: THENCE NORTH 39°41' EAST 250 FEET; THENCE NORTH 43°03' WEST 300 FEET; THENCE SOUTH 55°04' WEST 250.4 FEET; THENCE SOUTH 43°03' EAST 367 FEET TO THE POINT OF BEGINNING.

PARCEL II: A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SAID SECTION 9, RUN NORTH 1735.6 FEET ON THE WEST LINE OF THE SAID NORTHWEST QUARTER; THENCE ANGLE RIGHT 90°00' AND RUN EAST 290.6 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°57' EAST 405.8 FEET; THENCE NORTH 55°04' EAST 150.6 FEET; THENCE NORTH 43°03' WEST 409.3 FEET; THENCE SOUTH 55°28' WEST 93.0 FEET TO THE POINT OF BEGINNING.



EL PASO COUNTY - COLORADO

8309200031  
LUCKY 4 ROAD TER

Total Market Value  
\$60,123

OVERVIEW

Owner:	GWYN DEAN SMISCHNY TRUST
Mailing Address:	825 5TH ST SE PELICAN RAPIDS MN, 56572-4600
Location:	LUCKY 4 ROAD TER
Tax Status:	Taxable
Zoning:	R-T
Plat No:	-
Legal Description:	W2NW4NW4 SEC 9-13-68 EX THAT PT BK 1425-506,BK 1462-617 BK 1462-619, BK 6510-531, BK 6583-1455, TOG WITH TH PT SW4NW4NW4 SEC 9-13-68 DESC AS FOLS:FROM SW COR OF NW4 RUN NLY 1735.6 FT ON W LN OF SD NW4, TH ANG R 90<00' E 290.6 FT FOR POB, TH S 34<57' E 405.8 FT, TH N 55<04' E 150.6 FT, TH N 43<03' W 409.3 FT, TH S 55<28' W 93.0 FT TO POB

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$41,300	\$11,980
Improvement	\$18,823	\$5,460
Total	\$60,123	\$17,440

COMMERCIAL - EQUIPMENT SHED (1)

Market Value \$18,823

Assessment Rate	29.00	Sprinkler	N
Bldg #	1	Elevator	N
Use	EQUIPMENT SHED	Occup 1	478
Year Built	2009	Occup 2	
Area	1350	HVA 1	
Class	D	HVA 2	
Quality	2.0	Wall Height	16
Stories	1	Land Size	707414
Perimeter	150	Neigh #	88
# Units			

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	RES LAND AT 29%	29.000	16.24 Acres	\$41,300

SALES HISTORY

	Sale Date	Sale Price	Sale Type	Reception
+	08/27/2019	\$0	-	219101082
+	08/05/2019	\$0	-	219090611
+	07/03/2012	\$0	-	212075613
+	07/03/2012	\$0	-	212075629
+	07/02/2012	\$0	-	212075060
+	07/02/2012	\$0	-	212075061

TAX ENTITY AND LEVY INFORMATION  
County Treasurer Tax Information

Tax Area Code: **HBD**    Levy Year: **2020**    Mill Levy: **82.174**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	7.755	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719) 520-6498
MANITOU SPRINGS SCHOOL NO 14	53.144	SUZI THOMPSON	(719) 685-2011
PIKES PEAK LIBRARY	3.855	MIKE VARNET	(719) 531-6333
GREEN MTN FALLS/CHIPITA PARK FIRE	17.090	JEFF IDLEMAN	(719) 684-2293



No Photo Available



Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

## El Paso County, Colorado

### Property Tax Details

#### Property Taxes for 2020 Due 2021

[Display Tax Statement](#)

This information reflects current year status of tax liability, assessments due, fees, interest, and current payments received. This information is not to be used in place of a certificate of taxes due.

#### Parcel Information

Schedule Number: 8309200031

#### Owner Information

Name: GWYN DEAN SMISCHNY TRUST //  
Mailing Address: 825 5TH ST SE  
PELICAN RAPIDS MN 56572-4600 //

#### Property Information

Property Address: LUCKY 4 ROAD TER //  
Property Type: Real

#### Legal Description

W2NW4NW4 SEC 9-13-68 EX THAT PT BK 1425-506,BK 1462-617 BK 1462-619, BK 6510-531, BK 6583-1455, TOG WITH TH PT SW4NW4NW4 SEC 9-13-68 DESC AS FOLS:FROM SW COR OF NW4 RUN NLY 1735.6 FT ON W LN OF SD NW4, TH ANG R 90<00' E 290.6 FT FOR POB, TH S 34<57' E 405.8 FT, TH N 55<04' E 150.6 FT, TH N 43<03' W 409.3 FT, TH S 55<28' W 93.0 FT TO POB

#### Property Valuation

Total Assessed Land: \$10,060  
Total Assessed Improvements: \$5,460  
Total Assessed: \$15,520

[Assessment questions? Click here](#)

#### Value

Total Market Value: \$53,523

#### Taxes Billed

Base Tax Amount: \$1,269.24  
Special Assessment Amount: \$0.00  
Improvement District Amount: \$0.00  
Total Current Year Taxes: \$1,269.24

Total Current Year Taxes do not reflect outstanding tax liens and delinquencies, if any.  
[See Alerts.](#)

#### Alerts

N/A

#### Current Year Payments Due as of 10/21/2021

##### Option 1:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
First Half:	March 01				False	<input type="button" value="Pay"/>
Second Half:	June 15				False	<input type="button" value="Pay"/>

##### OR

##### Option 2:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
Full Amount:	April 30				False	<input type="button" value="Pay"/>


#### Current Year Payments Received

Date	Amount
03/11/2021	\$1,269.24

#### Prior Year(s) Transaction History

Date	Amount
02/25/2020	\$1,337.80
03/05/2019	\$1,290.05
03/19/2018	\$1,139.06
03/07/2017	\$1,039.05

Note: Prior years transaction history data is for a maximum of 4 years.

 Print This Page

**Please Note:** This web page is best viewed in Compatability View.

**Disclaimer:** We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Treasurer's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please contact the Treasurer's office.

For any questions, please contact the Treasurer's Office at: **(719) 520-7900** or email to: [trsweb@elpasoco.com](mailto:trsweb@elpasoco.com)

**BARGAIN AND SALE DEED**

THIS DEED, made this 24<sup>th</sup> day of July, 2019, between DEAN SMISCHNY A/K/A GWYN D. SMISCHNY whose legal address is 825 5<sup>th</sup> Street SE, Pelican Rapids, MN 56572, ("Grantor"), and the GWYN DEAN SMISCHNY TRUST UNDER AGREEMENT DATED APRIL 11, 2018, whose legal address is 825 5<sup>th</sup> Street SE, Pelican Rapids, MN 56572, ("Grantee").

WITNESSETH, that Grantor, for and in consideration of less than ten (\$10) dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold and conveyed, and by these presents does sell and convey, unto Grantee, and Grantee's successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso, and State of Colorado, the property described as follows:

**SEE ATTACHED EXHIBIT A**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise thereunto appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, the Grantee's heirs, successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

By: [Signature]  
Dean Smischny A/K/A Gwyn D. Smischny

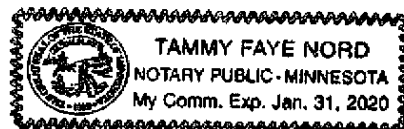
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2019, by DEAN SMISCHNY A/K/A GWYN D. SMISCHNY.

Witness my hand and official seal.

My commission expires: 1-31-2020

Tammy Faye Nord  
Notary Public



Attached to and made a part of the Bargain and Sale Deed dated 7-24-19 between Dean Smischny A/K/A Gwyn D. Smischny and the Gwyn Dean Smischny Trust Under Agreement Dated April 11, 2018.

**EXHIBIT A**

**PARCEL I:**

**THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.**

**EXCEPT THAT PART DESCRIBED IN DEED RECORDED APRIL 19, 1954 IN BOOK 1425 AT PAGE 506, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9 IN TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 1106.7 FEET ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ANGLE RIGHT 90° EAST 754.7 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY: THENCE NORTH 39°41' EAST 250 FEET; THENCE NORTH 43°03' WEST 300 FEET; THENCE SOUTH 55°04' WEST 250.4 FEET; THENCE SOUTH 43°03' EAST 367 FEET TO THE POINT OF BEGINNING.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED MAY 26, 1954 IN BOOK 1431 AT PAGE 604.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED NOVEMBER 9, 1954 IN BOOK 1462 AT PAGE 622.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED FEBRUARY 14, 1955 IN BOOK 1481 AT PAGE 250.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED AUGUST 19, 1994 IN BOOK 6510 AT PAGE 531.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED MARCH 7, 2007 UNDER RECEPTION NO. 207031524.**

**PARCEL II:**

**A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SAID SECTION 9, RUN NORTH 1735.6 FEET ON THE WEST LINE OF THE SAID NORTHWEST QUARTER; THENCE ANGLE RIGHT 90°00' AND RUN EAST 290.6 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°57' EAST 405.8 FEET; THENCE NORTH 55°04' EAST 150.6 FEET; THENCE NORTH 43°03' WEST 409.3 FEET; THENCE SOUTH 55°28' WEST 93.0 FEET TO THE POINT OF BEGINNING.**

## MEMORANDUM OF OPTION AND SITE LEASE AGREEMENT

See Exhibit "A" for Legal Description, Common Address and Parcel ID No.

**THIS MEMORANDUM OF OPTION AND SITE LEASE AGREEMENT** (this "Memorandum") is made this 23 day of AUGUST, 2017, by and between **DEAN SMISCHNY A/K/A G.D. SMISCHNY** ("Landlord"), having a mailing address of 825 5th Street SE, Pelican Rapids, Minnesota 56572, and **STC FIVE LLC**, a Delaware limited liability company ("Tenant"), by and through its Attorney-in-Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

### RECITALS

**WHEREAS**, Landlord and Tenant are the current parties under that certain Option and Site Lease Agreement dated as of October 10, 1997, as supplemented by that certain Addendum to Option and Site Lease Agreement, as further supplemented by that certain Consent to Assignment, originally by and between U S West Communications Wireless Group, a division of U S West Communications, Inc., a Colorado corporation ("USW"), as tenant, and Cecil Smischny and G.D. Smischny, as landlord (collectively, the "Lease");

**WHEREAS**, the Lease was assigned by Qwest Wireless, L.L.C., a Delaware limited liability company, successor in interest to USW, to Sprint Spectrum L.P., a Delaware limited liability company ("SSLP"), pursuant to that certain Assignment and Assumption Agreement dated May 14, 2004, a memorandum of which was recorded on July 15, 2004, as Document No. 204118430 in the public records of El Paso County, Colorado (the "Public Records");

**WHEREAS**, Tenant is the successor in interest under the Lease to SSLP;

**WHEREAS**, Landlord is the fee owner of Landlord's Property (defined below) pursuant to that certain Quit Claim Deed dated August 5, 2011, and recorded on July 3, 2012, as Document No. 212075629 in the Public Records;

**WHEREAS**, the parties have modified the terms of the Lease by that certain First Amendment to Option and Site Lease Agreement dated the same date as this Memorandum, by and between Landlord and Tenant, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records; and

**WHEREAS**, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described in the Amended Lease (the "Leased Premises"), located on a portion of Landlord's property that is more particularly described on Exhibit "A" attached hereto and incorporated by this reference ("Landlord's Property").

### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on March 14, 1997, with ten (10) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will expire on March 13, 2052.
5. The Amended Lease pertains to a portion of that certain real property described on Exhibit "A" attached hereto.
6. The Amended Lease provides Tenant with a right of first refusal with respect to the Leased Premises, upon the terms and conditions more particularly set forth in the First Amendment to Option and Site Lease Agreement.
7. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

*[Remainder of page intentionally left blank; signatures begin on the following page]*



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

Dean Smischny  
DEAN SMISCHNY A/K/A G.D. SMISCHNY

Date: 8-7-19

ACKNOWLEDGEMENT

STATE OF Minnesota )  
COUNTY OF Ottawa ) SS

On this, the 7 day of August, 2017, before me, the undersigned Notary Public, personally appeared Dean Smischny a/k/a G.D. Smischny, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of Option and Site Lease Agreement, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan Lynnes  
Notary Public, State of Minnesota, County of Ottawa  
My Commission Expires: January 31, 2020

[SEAL]



**TENANT:**

**STC FIVE LLC,**  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company,  
Its: Attorney-in-Fact

By: 

Name: Matthew Norwood  
Senior Transaction Manager

Title: \_\_\_\_\_


Date: 08/23/17

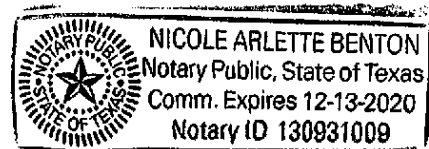
**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

On this, the 23 day of AUGUST, 2017, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Senior Transaction Manager of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney-in-Fact for STC Five LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of Option and Site Lease Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public, State of Texas, County of Harris  
My Commission Expires: \_\_\_\_\_



[SEAL]

THIS DOCUMENT DRAFTED BY:

AFTER RECORDING RETURN TO:

DYKEMA GOSSETT PLLC  
Kevin P. Schmidt, Esq.  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, Michigan 48304

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"****LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

Land situated in El Paso County, Colorado, more particularly described as follows:

The following definitions will apply to this document:

"Section 9" shall mean Section 9, Township 13S, Range 68W of the 6th P.M., El Paso County Colorado.

"Survey" shall mean that certain Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6th P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept. on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045, Survey performed by Teller County Land Surveying.

Parcel #1: NW 1/4 NW 1/4 NW 1/4 in Section 9, as shown on Page 1 of the above referenced Survey, minus the property recorded in Book 6510 Page 531 in the El Paso County Clerk and Recorder office that lies within NW 1/4 NW 1/4 NW 1/4 of Section 9.

Parcel #2: 5.2714+- Acres parcel in SW 1/4 NW 1/4 NW 1/4 of Section 9 as shown on Page 1 of the above referenced Survey, including the triangular piece that lies northeast of the northeastern boundary of the parcel recorded in Book 6510 Page 531 in the El Paso County Clerk and Recorder office having 0.0792+- Acres.

Parcel #3: The 1.1418+- Acres recorded in Book 1462 Pages 619-621 in the El Paso County Clerk and Recorder office and shown on Page 1 of the above referenced Survey.

Tax Parcel Identification Number: 83092-00-031

Common Address: Lucky 4 Terrace, Green Mountain Falls, Colorado 80819

A-1

Site: USWW UTE PASS  
BUN: 877034  
4833-7786-3242.7101460\002947

## CONTRACT

The below signed parties hereby agree to this contract.

**Purpose:** This contract provides for the orderly transfer of properties and other goods and services between the signed parties, which, in the case of property transfers complies with Federal 1031 like-kind exchange regulations and does not invoke the Colorado subdivision law(s). All deeds and easement will be executed on Quit Claim Deeds.

### Definitions:

Dean Smischny, also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny

**Section 4:** Section 4, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado

**Section 9:** Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado

**Survey:** Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

### Easements:

#### Road:

If, when and how available: The owner of the land is not responsible for maintaining the easement. Either party to this contract, their heirs, assigns, and/or successors may perform maintenance or build roads in the easement, however by their actions they will hold the land owner(s) non-responsible for any liability arising there from.

#### Pipelines:

Grantor disclaims any representation as to, or responsibility for, the quality, potability, quantity, flow rate, reliability, sustainability, nature, ownership, legality, usage, or other physical or legal attribute whatsoever of any water or other substance which is transported or transmitted over or under the surface of the easement or through any line, pipe, conduit or other means located within or outside the easement area. Grantee and Grantee's successors and assigns by acceptance of this easement each severally and jointly agrees to indemnify and hold Grantor and Grantor's successors and assigns harmless from any and all liability with respect to any such substances and usage.

### Mineral and water rights:

If a deeded property, within its boundaries, has existing mineral and/or Water rights, in accordance with Colorado State and local laws, then these rights, in their entirety, will flow with the land, Further these rights will not extend beyond the boundaries of the deeded property, regardless of current or prior usage or agreements and will not effect or have claim to mineral or water sources on other properties.

### Contents:

#### Phase 1:

All parties will agree to and sign this contract. All signatures will be witnessed by a Notary Republic. The signed contract will be forwarded to Mr. Paul Murphy.



**Cecil Smischny:** Within one week of Mr. Paul Murphy receiving the signed contract Cecil Smischny will provide Mr. Murphy with two (2) \$1,000.00 checks. One, earnest money, to be sent to Dean Smischny, and the second one to be sent to Lucky 4, Inc to be held by that organization and distributed/used as per Phase 2 section Dean Smischny.

**Phase 2:**

**Lucky 4 Inc:**

Approve a resolution to accept a Correction deed supplied by Cecil Smischny.

Install a restriction device, with a backup up system, on the water line running thru the greenhouse that will allow a maximum flow of 4,000 gallons of liquid a day. Lucky 4 Inc, at its option, may inspect, test and maintain this system to insure that it does not exceed the maximum flows described above. The water line from the northern boundary of Lucky 4 Inc to the greenhouse may be used by both Lucky 4 Inc and Dean Smischny, and will be the only waterline providing water to the water line easement granted to Dean Smischny.

**Cecil Smischny:**

Have a Correction Deed drawn up to cancel the Quitclaim deed issued to Lucky 4 Inc. recorded under the reception number 204052983 on 4-2-2004.

Install a filter screen in the lower water distribution structure housing the existing pipeline running across federal lands.

**Dean Smischny:**

Submit to Mr. Paul Murphy a notarized letter offering to sell his 150 shares of Lucky 4 Inc stock to Cecil Smischny for \$60,000 minus the costs of the following items:

Fifty percent of all attorney/recording fees charged to Cecil Smischny (not to exceed \$2,500.00); \$300/month storage fee for personal property for personal property remaining on Lucky 4 Inc's property 5 months after the signing of this contract; cost of removal of personal property remaining on Lucky 4 Inc's property and/or Lucky 4 BL72, LLC's property 5 months after the signing of this contract.

Provide Mr. Paul Murphy with notarized deed(s) transferring title of the following parcels owned in common by G. D. Smischny and Lucky 4 BL72, LLC in Section 9 as shown on page 1 of the survey to Lucky 4 BL72, LLC:

SE ¼ SW ¼ NW ¼  
NE ¼ SW ¼ NW ¼  
NW ¼ SE ¼ NW ¼  
SW ¼ SW ¼ NW ¼  
NW ¼ SW ¼ NW ¼  
SE ¼ NW ¼ NW ¼  
SW ¼ NE ¼ NW ¼  
NW ¼ NE ¼ NW ¼  
NE ¼ NW ¼ NW ¼.

Provide Mr. Paul Murphy with notarized deed(s) transferring title of the following parcels owned in common by G. D. Smischny and Lucky 4 BL47, LLC in Section 9 and Section 4 as shown on pages 2 and 4 of the survey to Lucky 4 BL47, LLC:

W ½ N ½ NW ¼ NW ¼ NE ¼ Section 9,  
SW ¼ SW ¼ SE ¼ Section 4,  
NW ¼ SW ¼ SE ¼ Section 4,  
NE ¼ SW ¼ SE ¼ Section 4

SE ¼ SW ¼ SE ¼ Except those portions described as follows:  
The following portion of SE ¼ SW ¼ SE ¼ Section 4:

Reference deed filed with El Paso County Clerk Oct 29, 1942  
from Harvey Longwell, Jr to Martha Aebarhart in Book 1014 on  
pages 440 & 441.

Beginning at the south east corner of the 2 acre parcel described in  
the above referenced deed, proceed easterly on a line of 82 degrees  
20' 28.6 +- feet to the eastern boundary line of SE ¼ SW ¼ SE ¼  
and point A.

Beginning at the south west corner of the 2 acre parcel  
described in the above referenced deed, proceed westerly on a line  
of 82 degrees 20' 41 +- feet to the western boundary line of SE ¼  
SW ¼ SE ¼, and point B the true point of beginning.

From the point of beginning proceed southerly along the western  
boundary line of SE ¼ SW ¼ SE ¼ 460 +- feet to the south west  
corner of SE ¼ SW ¼ SE ¼ hence proceed easterly along the  
southern boundary line of SE ¼ SW ¼ SE ¼ 668.97 +- feet to the  
south east corner of SE ¼ SW ¼ SE ¼ hence proceed northerly  
along the eastern boundary line of SE ¼ SW ¼ SE ¼ 379.79 +-  
feet to point A, defined above, hence proceed westerly on a line of  
of 82 degrees 20' 28.6 +- feet to the south east corner of the 2 acre  
parcel described in the above referenced deed hence proceed  
westerly along the southern property line, and beyond, of the 2  
acre parcel described in the above reference deed 650.6 +- feet to  
point B and the point of beginning

**Lucky 4 BL 72, LLC:**

Provide Mr. Paul Murphy with notarized deed(s) transferring title of the following  
parcels owned in common by G. D. Smischny and Lucky 4 BL72, LLC in Section 9 as  
shown on page 1 and 2 of the survey to G. D. Smischny:

NW ¼ NW ¼ NW ¼  
SW ¼ NW ¼ NW ¼ (Include covents provided by Paul Murphy)  
SW ¼ SE ¼ NW ¼  
SE ¼ SE ¼ NW ¼

**Lucky 4 BL 47, LLC:**

Provide Mr. Paul Murphy with notarized deed(s) transferring title of the following  
parcels owned in common by G. D. Smischny and Lucky 4 BL47, LLC in Section 9  
and Section 4 as shown on pages 2 and 4 of the survey to G. D. Smischny:

E ½ N ½ NW ¼ NW ¼ NE ¼ Section 9  
N ½ NE ¼ NW ¼ NE ¼ Section 9  
The following portion of SE ¼ SW ¼ SE ¼ Section 4:

Reference deed filed with El Paso County Clerk Oct 29, 1942  
from Harvey Longwell, Jr to Martha Aebarhart in Book 1014 on  
pages 440 & 441.

Beginning at the south east corner of the 2 acre parcel described in the above referenced deed, proceed easterly on a line of 82 degrees 20' 28.6 +- feet to the eastern boundary line of SE ¼ SW ¼ SE ¼ and point A.

Beginning at the south west corner of the 2 acre parcel described in the above referenced deed, proceed westerly on a line of 82 degrees 20' 41 +- feet to the western boundary line of SE ¼ SW ¼ SE ¼, and point B the true point of beginning.

From the point of beginning proceed southerly along the western boundary line of SE ¼ SW ¼ SE ¼ 460 +- feet to the south west corner of SE ¼ SW ¼ SE ¼ hence proceed easterly along the southern boundary line of SE ¼ SW ¼ SE ¼ 668.97 +- feet to the south east corner of SE ¼ SW ¼ SE ¼ hence proceed northerly along the eastern boundary line of SE ¼ SW ¼ SE ¼ 379.79 +- feet to point A, defined above, hence proceed westerly on a line of 82 degrees 20' 28.6 +- feet to the south east corner of the 2 acre parcel described in the above referenced deed hence proceed westerly along the southern property line, and beyond, of the 2 acre parcel described in the above reference deed 650.6 +- feet to point B and the point of beginning.

**PHASE 3:**

**EASEMENTS:**

**ROADS:**

Reference: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045. Survey performed by Teller County Land Surveying,

**LUCKY 4 BL47, LLC:**

Prepare a non-exclusive easement for ingress, egress and utilities, excluding water lines on Private Drive and Old Wagon Road, to Dean Smischny, his successors, heirs and assigns over Lucky 4 Road, Private Drive and Old Wagon Road, this easement is on an if, when and how available basis, and not to exceed 22 feet in width.

Prepare a non-exclusive sixty foot easement on an if, when and how available basis, for ingress, egress and utilities to Dean Smischny, his successors, heirs and assigns around the western boundary of the deed filed with El Paso County Clerk Oct 29, 1942 from Harvey Longwell, Jr to Martha Aebarhart in Book 1014 on pages 440 & 441. Until a 22 foot wide road is built on this easement Lucky 4 BL45, LLC and Lucky 4 BL47 LLC, their successors, heirs and assigns, may cross Section 4 to access their properties. Dean is to also sign this easement.

**LUCKY 4 INC:**

Prepare a non-exclusive easement on an if, when and how available basis, for ingress, egress and utilities to Dean Smischny, his successors, heirs and assigns over Lucky 4 Road, described as follows: that part of the right of deed registered with the El Paso County Clerk and Recorder in Book 3562 on pages 179 & 180 that falls on Glea's subdivision and from the most northerly extension of said Right of Way proceed 5 degrees East of Magnetic North 230 feet this leg not to exceed 12 feet in width, hence proceed 46 degrees west of magnetic north 90 feet this leg not to exceed 12 feet in

width hence proceed north 150 feet to the northern section line of section 9, this leg not to exceed 10 feet in width.

**Dean Smischny:**

Prepare a non-exclusive easement on an if, when and how available basis, for ingress, egress and utilities to: Toby Smischny, Lucky 4 BL72, LLC; and Lucky 4 Apartments; their successors, heirs and assigns over Lucky 4 Terrace, as shown on page 3 of 5 of the above referenced survey, this easement not to exceed 22 feet in width.

Prepare a 30 foot wide non-exclusive easement on an if, when and how available basis, for ingress, egress and utilities to Lucky 4 BL72, LLC, its successors, heirs and assigns beginning at the north west corner of SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 9 proceeding easterly along the northern boundary for 486 feet.

**LUCKY 4 BL72, LLC:**

Prepare a non-exclusive easement for ingress, egress and utilities to Dean Smischny, his successors, heirs and assigns over Lucky 4 Road this easement is on an if, when and how available basis, and not to exceed 22 feet in width.

Prepare a non-exclusive 60 foot easement on an if, when and how available basis, for ingress, egress and utilities to Dean Smischny, his successors, heirs and assigns the western edge of the easement beginning at the north west corner of the parcel described in recep. no. 00222099988 reference page 1 of above referenced survey 760 feet on a line parallel to the eastern boundary of NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  Section 9, and ending at the northern boundary line of SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of section 9 (reference page 1 of above referenced survey), proceeding westerly along the northern boundary line of SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  Section 9 with a width of 30 feet to a point 60 feet west of the north west corner of SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  Section 9 hence proceed southerly along the western boundary of SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 9 with a width of 60 feet for 400 feet.

Prepare a non-exclusive easement on an if, when and how available basis, for ingress, egress and utilities to: Toby Smischny, Dean Smischny, and Lucky 4 Apartments; their successors, heirs and assigns over Lucky 4 Terrace, as shown on page 3 of 5 of the above referenced survey, this easement not to exceed 22 feet in width.

**Cecil Smischny:**

Prepare a non-exclusive easement on an if, when and how available basis for ingress, egress and utilities, excluding water lines, to: Toby Smischny, Dean Smischny, and Lucky 4 Apartments; their successors, heirs and assigns over Lucky 4 Terrace, as specified as a roadway in the Warranty deed in Book 5919 Page 626 registered with the El Paso County Clerk and Recorder.

**Lucky 4 R5, LLC:**

Prepare a non-exclusive easement on an if, when and how available basis for ingress, egress and utilities, excluding water lines, to: Toby Smischny, Dean Smischny, and Lucky 4 Apartments; their successors, heirs and assigns over Lucky 4 Terrace, as shown on page 1 of the above referenced survey and specified as a roadway in the Warranty deed in Book 5919 Page 626 registered with the El Paso

**Lucky 4 R25, LLC:**

Prepare a non-exclusive easement on an if, when and how available basis for ingress, egress and utilities, excluding waterlines, to: Toby Smischny, Dean Smischny, and Lucky 4 Apartments; their successors, heirs and assigns over Lucky 4 Terrace, as specified as a roadway in the Warranty deed in Book 5921 Page 809 registered with the El Paso County Clerk and Recorder

**Pipeline Easements:**

**Lucky 4 Inc:**



Prepare a non-exclusive easement for 2 existing pipelines:

Beginning on the section line and the north west corner of NW ¼ NE ¼ NW ¼ proceed 213 feet easterly along the section to the true point of beginning and the center line of a 10 foot wide non-exclusive easement for waterlines, hence for the first leg of the easement proceed southerly 360 +- feet to a point 5 feet due east of the most easterly corner of the parcel described in document nr 98180939 registered with the El Paso County Clerk and Recorder, known hereafter as point (a), this leg can contain 2 pipelines, hence for the second leg of the easement begin the centerline of the easement at point (a) described above and proceed south westerly 390+- feet to a point on the south west boundary line of Glea's subdivision that is 115 feet from the most southerly corner of Glea's subdivision, the second leg of the easement may contain 1 pipeline, hence for the third leg of the easement begin the centerline of the easement at point (a) described above and proceed 420 +- feet to a point on the south boundary line of Glea's subdivision that is 250 feet from the most southerly corner of Glea's subdivision, the third leg of the easement may contain 1 pipeline, each leg of the easement will be 10 feet wide.

**Lucky 4 BL72, LLC**

Prepare a non-exclusive easement for 2 existing pipelines: Each leg of the easement will be 10 feet wide.

For leg one of this non-exclusive easement begin the center line of the easement at a point on the south boundary line of Glea's subdivision that is 250 feet from the most southerly corner of Glea's subdivision hence proceed southwesterly 320 +- feet to a point that lies on the eastern property line of the property described in document book 2080 page 983 and is 75 feet northeast of the most southerly corner of said property, leg one may contain 2 pipelines, the centerline of leg 2 of the easement will begin at a point on the south west boundary line of Glea's subdivision that is 115 feet from the most southerly corner of Glea's subdivision, hence proceed 78 feet on a line 32 degrees west of magnetic South hence proceed westerly on a line that parallels the south western property line of Glea's subdivision for 135+- feet and connects with leg one described above, the second leg of the easement may contain 2 pipelines.

**Creation of 35 acre parcels:**

**Dean Smischny:**

Prepare 3 deeds, creating 2 35+ acre parcels and one that is smaller that contains the acre between Wally's and the tower.

**Lucky 4 BL47, LLC:**

Prepare a deed that increases Lucky 4 BL47, LLC to a size greater than 35 acres.

**Lucky 4 BL 72, LLC:**

Larger than 35 acres, no action required.

**MISC.**

If any term or provision of this contract shall be invalid or unenforceable, the remainder of this contract shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This contract shall only be modified by amendment signed by both parties. This contract shall be binding on the parties, their personal representatives, successors and assigns.

Signed and delivered this 8<sup>TH</sup> day of MARCH, 20 11

[Signature]

STATE OF MINNESOTA

County of OTTER TAIL ss.

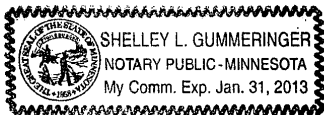
The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of MARCH, 20 11

by DEAN Smishny

Witness my hand and official seal

My commission expires 1-31-13

[Signature]  
NOTARY PUBLIC



Signed and delivered this 25th day of Feb, 20 11

[Signature]

STATE OF COLORADO

County of Teller ss.

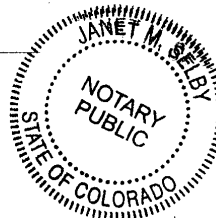
The foregoing instrument was acknowledged before me this 25th day of February, 20 11

by CECIL Smishny

Witness my hand and official seal

My commission expires 2/2013

[Signature]  
NOTARY PUBLIC





## AGREEMENT, RESERVATION OF RIGHTS AND COVENANTS

This Agreement, Reservation of Rights and Covenants is hereby entered into and agreed to by Lucky 4 BL72, LLC, a Colorado limited liability company, hereafter referred to as Grantor, and Gwyn D. Smischny, also known as G. Dean Smischny, also known as G. D. Smischny, also known as Dean Smischny, also known as Gwyn Dean Smischny, hereafter referred to as Grantee.

WHEREAS, Grantor and Grantee, and certain persons or entities related to or affiliated with them, have agreed to divide between them and/or certain entities in which they have an interest, certain tracts of real property located in El Paso County, Colorado; and

WHEREAS, in connection with one of such tracts of real property Grantor and Grantee have been receiving certain lease or rental income or other consideration or compensation from owners, operators, lessees or licensees or others for communication purposes; and

WHEREAS, except for the division of the tracts of real property between them, Grantor and Grantee expect that they would both continue to receive certain lease or rental income or other compensation or consideration from owners, operators or lessees or licensees or others for communication purposes in connection with such tract of real property; and

WHEREAS, as a part of such division of real property Grantor and Grantee desire to preserve the right of Grantor to receive one-half of the rent or lease income or other consideration or compensation for communication purposes derived from such tract of real property notwithstanding that title to such tract of real property may be conveyed and transferred to Grantee as part of the division of various tracts of real property; and

WHEREAS, except for this Agreement, Reservation of Rights and Covenants, Grantor and certain persons or entities related to or affiliated with Grantor would not agree to the proposed division of tracts of real property in the manner that has been agreed.

NOW THEREFORE, in consideration of the foregoing premises, it is hereby covenanted and agreed as follows:

1. Reservation of Rights and Interest. Grantor reserves and retains the right to receive one-half of all income, revenue, rent, payment, reimbursement, rebate, refund, consideration, condemnation award, commission, fee, charge, advance, surcharge, assessments, royalty, interest, deposit, penalty, or other compensation or thing of value derived from the Commercial Communication Site located on the lands described in Exhibit "A" attached hereto, in whatever form and however denominated such income or other compensation or thing value may be, whether direct or indirect, which is for communication purposes, from any lease or rental agreement or from any easement whether in gross or appurtenant, right of way, tenancy, franchise, privilege, license, permit, antenna, tower, or transmission right, covenant, hereditament, possessory or occupancy right, right of use, right of transmission, assignment, transfer, subletting, conveyance, option, or other interest in the land described in Exhibit "A" hereto or for any structure or improvements thereon, any surface rights, or above-ground or underground right, whether in gross or appurtenant, whether legal or equitable, and whether express or by implication, of any kind or nature, and whether such right, title or interest presently exists or is hereafter created or modified and whether such compensation or thing of value

presently exists or is hereafter created or modified. For purposes of this document the term "communication purposes" shall include transmission, relay, repeater, telecommunications, cellular, mobile, paging, wireless, microwave, broadcast, radio, or other signal, transmission, relay, booster, receiver, or other form of communication towers, poles, antennas, dishes, platform, mount, mast, or any other building, facility, structure, guy lines, hardware, fixtures, equipment, improvement, or support or service used for or in connection with such communication purposes, whether or not the technology now exists or is hereafter developed. This reservation shall also be a covenant, condition and restriction which runs with that real property described in Exhibit "A" hereto (which real property is hereafter referred to as the "Commercial Communication Site") and shall be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. The property described in Exhibit "A" shall be held, conveyed, occupied, used, encumbered, and improved subject to the terms, covenants, restrictions, conditions, liens and charges hereof which shall be enforceable legal and equitable servitudes and which shall be binding upon and for the benefit of all parties having or acquiring any right, title or interest in the Property or right to use the Property or any improvements thereon, including the successors in interest of such parties. In the event that for any reason such income, rent or other compensation or consideration is not payable directly to Grantor from the person or entity paying same, and is payable to or received by Grantee or Grantee's successors and assigns, then Grantee and Grantee's successors and assigns covenant and agree that upon receipt of such income, rent or other compensation or consideration, the portion thereof to which Grantor is entitled shall be held in trust by Grantee or Grantee's successors and assigns for Grantor until paid to Grantor or Grantor's successors' and assigns' account as set forth below.

2. Place of Payment. All amounts due Grantor pursuant to this reservation shall be payable to Grantor within 30 calendar days after the same is due or becomes payable. All such amounts shall be payable to Grantor at P.O. Box 401, Green Mountain Falls, CO 80819-0401 or at such other location as Grantor shall hereafter designate in writing.

3. Transfer, Conveyance, Assignment. In the event that the grantee sells, conveys, transfer or assigns the Property, or any part thereof or interest therein, legal or equitable, in whole or in part for Commercial Communication Purposes, then grantor shall be entitled to receive one-half of all proceeds, payment, consideration, condemnation award, commission, fee, royalty, or compensation or thing of value from whatever source, in whatever form, and however denominated, whether direct or indirect, as a result of such sale, conveyance, transfer or assignment, less one-half of the reasonable and normal seller costs of such transaction such as real estate brokerage commissions to third parties, title insurance costs, transaction closing fees to the closing or escrow agent, tax prorations, and document recording fees. The following events shall be referred to herein as a transfer":

(i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Commercial Communication Site (or any part thereof or interest therein),

(ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Commercial Communication Site (or any part thereof or interest therein),

(iii) a sale or transfer of, or the execution of a contract or agreement

creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Grantee or Grantee's successor in title to the Commercial Communication Site,

(iv) the reorganization, liquidation or dissolution of Grantee. Not to be included as a Transfer are

(a) the creation of a lien or encumbrance, or

(b) a transfer by devise, descent or by operation of the law upon the death of a joint tenant.

The term Commercial Communication Site shall include the land and all Improvements (as hereinafter defined) thereon, together with all rights and appurtenances pertaining to such land, including, without limitation,

(i) all minerals, oil, gas, and other hydrocarbon substances thereon;

(ii) all rights, titles and interests of streets, roads, avenues, alleys and rights-of-way, public or private, open or proposed, including any rights in vault space to or within the boundaries of such land;

(iii) all easements, covenants, privileges, and hereditaments, whether or not of record in the Commercial Communication Site;

(iv) all air, water, riparian, development, utility, and solar rights;

(v) all signs, appliances, security systems, fixtures, mechanical systems, landscaping and other property owned by Owner located at the Commercial Communication Site, but excluding items of movable personal property attached to the Commercial Communication Site that relate to the business conducted on such Commercial Communication Site and that may be readily removed without damage;

(vi) all site plans, surveys, plans and specifications, and floor plans relating to the Commercial Communication Site;

(vii) all warranties, guarantees and bonds relating to the Commercial Communication Site;

(viii) and governmental approvals which relate to the "Improvements" shall include all buildings, parking areas, signs, towers, antennae, driveways, site improvements, structures and other improvements located on the Commercial Communication Site.

4. Lien. The lease or rental income or other compensation or consideration due Grantor hereunder, together with interest, and any enforcement and collection costs, including reasonable attorneys' fees, shall be a charge against the Commercial Communication Site and shall be a continuing lien upon the Commercial Communication Site from the time payable until fully paid. The lien shall be superior to any homestead exemption as is now or hereafter provided by Colorado or federal law. The acceptance of a deed subject to this Agreement shall constitute a waiver of the homestead exemption as against the such lien. Failure to cure the default in payment due Grantor within Ninety (90) days of the date the same is due may result in the foreclosure of the lien by Grantor or Grantor's successors and assigns through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosure of real estate mortgages (not including public trustee foreclosures of deeds of trust), or in any other manner permitted by law. Grantor or Grantor's successors and assigns shall have the right and power to bid on the Commercial Communication Site at the sale and to acquire title to same through such sale. All sums expended by Grantor in foreclosing the lien and in any foreclosure sale and in collecting the amounts due Grantor



(including reasonable attorneys fees) shall be additional indebtedness secured by the lien.

5. **Inspection.** Grantor shall be entitled, at any reasonable time and upon reasonable prior notice, to inspect the Commercial Communication Site.

6. **Record Keeping; Audit.** Grantee and Grantee's successors and assigns shall place all rent, income or other compensation for communication purposes, in an account or accounts separate from any other funds or accounts of Grantee or Grantee's successors and assigns. For the purposes of ascertaining the amounts payable to Grantor hereunder from time to time, Grantee and Grantee's successors and assigns shall maintain complete books and records in accordance with generally accepted accounting principles consistently applied with respect to all rent, income and other compensation and all payments due or payable to Grantor. Such books and records shall be maintained for a period of not less than 72 months following the end of each calendar year. Grantor may from time to time (but not more frequently than once each calendar year), upon at least twenty-eight (28) days' notice to Grantee or Grantee's successors or assigns, cause an audit or examination to be made of Grantee's records and such books and records of any subtenant, licensee or concessionaire or successors or assigns of Grantee for all or any part of the three years immediately preceding such notice. During such audit, Grantor or Grantee's authorized representatives shall have full and free access to such books and records and the right to require that Grantee and Grantee's successors and assigns, and Grantee's and their agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. At the request of Grantor, Grantee shall make the books and records available for inspection in El Paso County, Colorado. If such audit or examination discloses that any of the statements understates rent, income or compensation payable to Grantor during any calendar year by one percent (1%) or more, or if Grantee or Grantee's successors or assigns shall have failed to prepare and maintain books and records as required herein, Grantee or Grantee's successors and assigns shall pay Grantor the cost of such audit or examination, including travel and related expenses, and any deficiency in rent, income or other compensation, with interest at the . Grantor's rights hereunder shall be in addition to, and without prejudice to, any other rights Grantor may have.

7. **Notices.** All notices required or permitted hereunder or under any related agreement or instrument will be deemed delivered when delivered personally or mailed, by U.S. certified mail, return receipt requested, or U.S. registered mail, or by Fedex or United Parcel Service (UPS) express courier service for next day delivery, to the parties at the following addresses or to such addresses as the respective parties may in writing hereafter direct:

To Grantor:

Attn.: Cecil D. Smischny  
Lucky 4 BL72, LLC  
P.O. Box 401  
Green Mountain Falls, CO 80819-0401

To Grantee:

G. Dean Smischny  
825 Fifth Street S.E.  
Pelican Rapids, MN 56572

8. **Notices Received.** Grantee shall promptly furnish to Grantor true and complete copies of any notices pertaining to the Commercial Communication Site

by any governmental authority of the United States, the State of Colorado, the County of El Paso, or any other political subdivision or governmental agency in which the Commercial Communication Site is located or which exercises jurisdiction over the Commercial Communication Site or any communications facilities, services, or transmissions.

9. **Gender**. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter gender.

10. **Interpretation of Agreement**. When a reference is made in this Agreement to an article or section, such reference shall be to an article or section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and shall not be limited by any examples. In interpreting this Agreement, the provisions in the Agreement shall not be construed against or in favor of either party on the basis of which party drafted this Agreement.

11. **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either party. Upon such determination that any term or other provisions is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions be consummated as originally contemplated to the fullest extent possible.

12. **Waiver**. The failure of any party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to enforce any of its rights under this Agreement, shall not be construed as a waiver of any such provision or the relinquishment of any such rights, but the same shall continue and remain in full force and effect. No waiver of any breach of any covenant, condition or agreement contained herein shall be construed to be a subsequent or continuing waiver of that covenant, condition or agreement or of any subsequent breach thereof or of this Agreement.

13. **Relation of Parties**. The parties to this Agreement are not partners or joint venturers with one another, and do not intend to form a partnership or joint venture or other business relationship.

14. **Jurisdiction; Governing Law; Venue**. This Agreement, including all activities resulting from the negotiation, implementation or enforcement of this Agreement, shall be construed in accordance with the Law of the State of Colorado without giving effect to principles of conflict of laws. This Agreement is entered into in El Paso County, State of Colorado. Any action to enforce or interpret the terms of this Agreement or otherwise relating to this Agreement shall be instituted in a court in El Paso County, Colorado, or at the option of Grantor, in the United States District Court for the District of Colorado, and each of the parties hereby submits irrevocably and unconditionally to the jurisdiction of such court.

15. Successors and Assigns. This Agreement will be binding upon the parties hereto and their respective successors, personal representatives, heirs and assigns. Any party assigning any right or interest in this Agreement shall promptly notify the other party of such assignment, and shall provide the other party with a copy of the written and executed assignment.

16. Amendment. This Agreement and its attachments may not be amended or modified in any manner, except by a written instrument signed by the parties.

17. Complete Agreement. This Agreement and its attachment set forth the entire agreement, between the parties with respect to the subject matter hereof, and supersedes all prior undertakings, communications or agreements, whether written or oral, regarding such subject matter.

18. Attorney Fees, Costs and Expenses. In any proceeding or action at law or in equity, including a proceeding or action for declaratory relief to enforce this Agreement, the substantially prevailing party shall also be entitled to recover from the other party all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, arbitration fees and costs, and court costs, and expert witness fees, incurred in connection with such dispute and arbitration and subsequent enforcement litigation, including any fees, costs and expenses incurred on appeal or in any bankruptcy proceeding seeking to enforce this Agreement or any such award or judgment arising out of this Agreement.

19. Preparation of Agreement; Review. The Parties to this Agreement specifically acknowledge and agree that this Agreement has been prepared, reviewed, studied and executed without compulsion, duress or undue influence and without circumstances which would overcome the free will of the signatories. Each Party acknowledges that it is expressly made by such Party with the advice of independent counsel, each party acting as equals in bargaining the terms of this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment to it. Each party acknowledges that such party, and such party's counsel if such party chooses to have counsel review this Agreement, has read this Agreement in full and understands each provision thereof.

20. Termination. If not sooner terminated by Grantor, the reservation and covenants hereby created shall terminate within ten (10) years after the property is no longer used as a communication site, or the reservation and covenants hereby created shall terminate within one hundred (100) years of its creation, whichever comes first.

21. Good Faith and Fair Dealing. It is not the intent of the parties for Grantor to share in revenue of Grantee which is not income or other compensation or thing of value related to communication purposes on the Commercial Communication Site so long as such non-communication related income or other compensation or thing of value was reasonable in relationship to the property interest or service for which it was paid and not inflated by agreement in return for a lower rate of compensation for use of the Commercial Communication Site. The intent is to have fair value paid for the use of the Commercial Communication Site for communication purposes and to prevent excessive payment being made for non-communication purposes and to prevent a third party from leasing or licensing or otherwise contracting for other property interests of a party or using other devices in return for a below



market rate of compensation for communication purposes as a means of reducing the payments Grantor would receive for communication uses of the Commercial Communication Site. Similarly, Grantee and Grantee's successors and assigns shall not enter into transactions at materially below market rates for communication uses of the Commercial Communication Site by an affiliate of Grantee or Grantee's successors and assigns. There shall be a covenant of good faith and fair dealing to effectuate the intention of the parties and to honor their reasonable expectations in entering into the contract and to insure that both parties (and their successors and assigns) use good faith and fair dealing in the performance and enforcement of every provision of this agreement, reservation and covenants. For purposes of this agreement, an affiliate is any person or any corporation, partnership, limited liability company, trust, estate, association, joint venture, enterprise, company, business concern, or other entity, or any subsidiary or parent company or holding company of any of them, if, directly or indirectly through one or more intermediaries (including spouses or relatives of any such person or such person's spouse), either one in practice controls or has the power to materially influence or to control or direct or cause the direction of the affairs, policies, management or action of the other, or if another, directly or indirectly through one or more intermediaries (including spouses or relatives of any such person or such person's spouse), in practice controls or has the power to materially influence, control or direct or cause the direction of the affairs, policies, management or action of both, whether through the ownership of voting securities or other ownership interest, as trustee, personal representative, or executor, by contract or otherwise, including, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or management committee or trustees or similar body governing the affairs of such entity. In determining whether affiliation exists, consideration will be given to all appropriate factors including common ownership, common management, and contractual relationships. If appropriate, any business or other entity may be found to be an affiliate, whether or not it is organized for profit or located in the United States or its territories. For purposes of this paragraph, control in practice in the form of ownership shall mean at least direct or indirect twenty percent (20%) economic ownership interest or direct or indirect ownership of twenty percent (20%) of rights to elect a majority of the board of directors or management committee or trustees or similar body governing the affairs of an entity. An entity or person may also be found as controlling or having the power to control another entity or person when one or more of the following circumstances are found to exist, and it is reasonable to conclude that under the circumstances, such entity or person is directing or influencing, or has the power to direct or influence, the operation of such other entity or person by (i) interlocking management, such as officers, directors, managers, partners, employees, or principal stockholders or owners of one entity serving as a working majority of the board of directors or officers of another entity; or (ii) common facilities or equipment, such as one entity or person sharing common office space and/or employees and/or other facilities with another entity or person, particularly, though not exclusively, where such entities or persons are in the same or related industry or field of operation, or where such entities were formerly affiliated; or (iii) contractual relationship or agreement or arrangement; or (iv) acting for common benefit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed.

Dated: 6-7-12

Grantee:

Gwyn D. Smischny  
Gwyn D. Smischny, also known as Dean Smischny, also known as G. D. Smischny,  
also known as G. Dean Smischny, also known as Gwyn Dean Smischny.

STATE OF MINNESOTA )  
COUNTY OF )

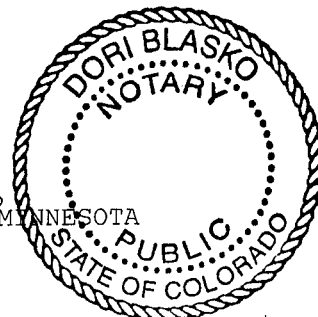
The foregoing instrument was acknowledged before me this 7 day of June  
2012, 2012, by Gwyn D. Smischny, also known as G. Dean Smischny, also  
known as G. D. Smischny, also known as Dean Smischny, also known as Gwyn Dean  
Smischny.

Witness my hand and seal.

My Commission Expires: 11/14/2015

(Seal)

[Signature]  
Notary Public, State of MINNESOTA



My Commission Expires 11/14/15

Dated: 7-2-12

Grantor:

Lucky 4 BL72, LLC  
a Colorado limited liability company

By Cecil D. Smischny  
Cecil D. Smischny, Manager

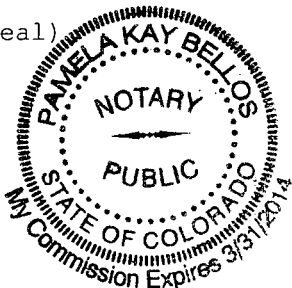
STATE OF COLORADO )  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 2nd day of July  
2012, 2012, by Cecil D. Smischny as Manager of Lucky 4 BL72, LLC,  
a Colorado limited liability company.

Witness my hand and seal.

My Commission Expires: 3/31/2014

(Seal)



Pamela Kay Bellos  
Notary Public, State of Colorado

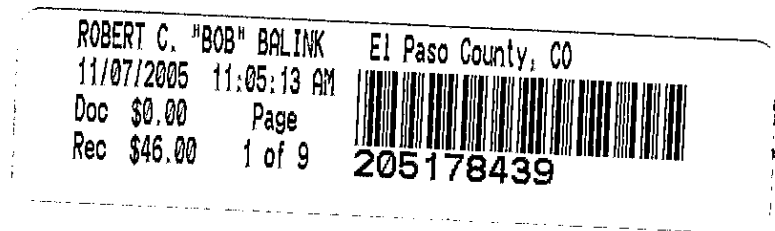
EXHIBIT "A" to AGREEMENT, RESERVATION OF RIGHTS AND COVENANTS

The following definitions will apply to this document:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

The parcel in SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 9 as shown on page 1 of the above referenced survey, containing 5.2714 +- acres.



## SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT

THIS SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "*Supplement*"), made as of the Conversion Closing Date (as defined below), by and among, STC FIVE LLC, a Delaware limited liability company ("*Lessor*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("*Sprint Collocator*").

### WITNESSETH:

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement, dated May 26, 2005 (the "*Agreement*"), by and among Lessor, Lessee, and Global Parent (as defined in the Agreement);

WHEREAS, the parties desire that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement; and

WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property as more particularly described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "*Site*").

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledge by the parties hereto, the parties hereby agree as follows:

#### 1. *Agreement and Defined Terms.*

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement. The parties agree that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement and the Agreement is incorporated herein by reference. In the event of a conflict or inconsistency between the

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601  
QWEST - USSWW UTE PASS (CO) - Q(DN14XC248)(3018369)(No title)

terms of the Agreement and this Supplement, the terms of the Agreement shall govern and control.

**2. *Demise.***

Pursuant to and subject to the terms, conditions and reservations in the Agreement, Lessor hereby subleases or otherwise makes available to Lessee, and Lessee hereby subleases and accepts from Sublessor, the Leased Property of the Site. Such Leased Property consists of, among other things, the interest of Lessor in the Land related to the Site, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and the Tower located on the Land.

**3. *Sprint Collocation Space.***

The Sprint Collocator has leased back from Lessee pursuant to the Agreement the Sprint Collocation Space on the Site as more particularly defined and described in the Agreement.

**4. *Term.***

The Term of the lease and sublease as to the Leased Property of the Site pursuant to the Agreement and this Supplement shall commence on May 26, 2005 (the "***Conversion Closing Date***") and shall terminate or expire on the Site Expiration Date as determined in accordance with the Agreement, but in no event later than May 25, 2037 which is the Site Expiration Outside Date.

**5. *Rent.***

Lessee shall pay to Lessor the Rent in accordance with Section 11 of the Agreement.

**6. *Leaseback Charge.***

Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with Section 11 of the Agreement.

**7. *Purchase Option.***

Lessee shall have an option to purchase the right, title and interest of Lessor in the Site in accordance with Section 36 of the Agreement.

**8. *Notice.***

All notices hereunder shall be deemed validly given if given in accordance with the Agreement.

**9.     *Governing Law.***

This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

**10.    *Modifications.***

This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

LESSOR:

STC FIVE LLC,  
a Delaware limited liability company

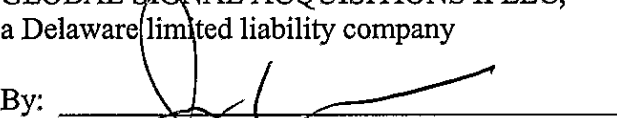
By: 

Name: Monica E. Rademacher

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By: 

Name: Jason Catalini

Title: Senior Director  
Asset & Contract Management

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

By: 

Name: Monica E. Rademacher

Title: Assistant Secretary

QWEST - USSWW UTE PASS (CO) -- Q(DN14XC248)(3018369)(No title)

LESSOR BLOCK

STATE OF New York )

COUNTY OF New York )  
ss.

On 5/25 /2005, before me, the undersigned, personally appeared

Monica E. Rademacher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5/25 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Monica E. Rademacher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Witness my hand and official seal.**

  
Notary Public

My commission expires:

CHRISTINA L. BIANCO  
NOTARY PUBLIC, State of New York  
No. 01BI6098832  
Qualified in New York County  
Commission Expires Nov. 17, 2007



LESSEE BLOCK

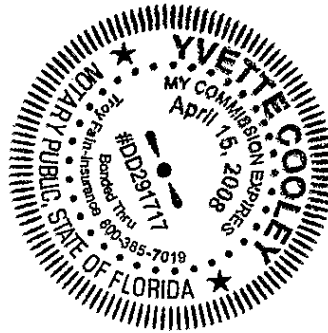
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of May, 2005 by Jason Catalini, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Signature: \_\_\_\_\_

Name (printed, typed or stamped): \_\_\_\_\_



QWEST - USSWW UTE PASS (CO) - ()(DN14XC248)(3018369)(No title)

SPRINT COLLOCATOR BLOCK

STATE OF New York )

COUNTY OF New York ) ss.

On 5/24 /2005, before me, the undersigned, personally appeared Monica E. Rademacher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5/24 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Monica E. Rademacher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) Assistant Vice President subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Witness my hand and official seal.**



Notary Public

My commission expires:

CATHERINE MULHOLLAND  
Notary Public, State of New York  
No. 01MU5076115  
Qualified in Queens County  
Commission Expires April 14, 20 07

**Schedule One**

A lease from U.S. West Communications, Inc.  
to Sprint Spectrum Realty Company, L.P., a Delaware limited partnership and assigned by  
unrecorded assignment to STC FIVE LLC, a Delaware limited liability company.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

REF: CSP-207C Legal description of lease parcel


The legal description of the lease parcel for PCS site CSP-207C is as follows:

A portion of the Northwest Quarter of Section 9, Township 13 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, El Paso County, Colorado, described as follows, to-wit: From the Southwest corner of the Northwest Quarter of the said Section 9, run North 1590.6 feet on the West line of the said Northwest Quarter, thence angle right 90° 00' and run East 290.6 feet to the point of beginning; thence North 40.0 feet; thence East 20.0 feet; thence South 40.0 feet; thence West 20.0 feet to the point of beginning.

EXHIBIT 1

After recording please return to:

Sprint Spectrum L.P.  
Sprint Contracts and Performance  
M/S: KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

Robert C. Balink El Paso Cty, CO		204118430
07/15/2004	11:02	
Doc \$0.00	Page	
Reo \$45.00	1 of 9	

STATE OF Colorado )  
COUNTY OF El Paso )  
DN14XC248

### MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement (the "Assignment Memorandum") is made and entered into as of this 14th day of May, 2004, by and between QWEST WIRELESS, L.L.C., a Delaware limited liability company with an office located at 1801 California Street, 52<sup>nd</sup> Floor, Denver, Colorado 80202 (the "Assignor"), and SPRINT SPECTRUM L.P., a Delaware limited liability company with an office located at 6391 Sprint Parkway, Overland Park, KS 66251-2650.

WITNESSETH

WHEREAS, Assignee has acquired telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, pursuant to a transaction involving an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") of even date herewith.

WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignor assigned and Assignee accepted and acquired that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Source Document") affecting the property and/or the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Property"), an interest in a portion of which was conveyed to Assignor pursuant to the Source Document (the "Premises");

WHEREAS, the Source Document, if recorded, is more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, by virtue of the Assignment and Assumption Agreement, Assignee has succeeded to all the rights and obligations (accruing from and after the date hereof) of the Assignor under the Source Document and the terms, covenants and provisions of the Source Document extend to and are binding upon the respective successors and assigns of Assignor and Assignee;

WHEREAS, to the extent a consent or other approval of the lessor, landlord, licensor or grantor under the Source Document was required by the Source Document, Assignor, has obtained such consent or approval; and

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on the telecommunications tower located on the Premises and/or ground space next to said tower to the lessee(s), tenant(s) or licensee(s) described in that (those) certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

NOW THEREFORE, Assignor and Assignee, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby acknowledge as follows:

1. Pursuant to the Assignment and Assumption Agreement, Assignor unconditionally granted, sold, conveyed, assigned, transferred, set over and delivered the Source Document and the Tower Lease(s) unto Assignee, to have and to hold forever, subject to the terms of the Source Document.

2. Assignee accepted such assignment and agreed to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee, tenant, easement holder, or otherwise under the Source Document, including the obligation to pay rent, and all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessor, landlord or licensor under the Tower Lease(s).

3. Assignor hereby acknowledges that the telecommunications tower structure and related facilities and equipment located on the Premises demised under the Source Document (except for the Excluded Assets, which includes Assignor's Equipment, as defined below – note: these terms are not defined) has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee under the Assignment and Assumption Agreement.

4. This Assignment Memorandum is intended to give record notice of the Assignment and Assumption Agreement and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

5. Copies of the Assignment and Assumption Agreement and the Source Document are on file in the offices of Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Assignment as of the day and year first written above.

[remainder of page intentionally

left blank; signature pages

for both Assignor and Assignee follow]

ASSIGNOR:

QWEST WIRELESS LLC, a Delaware  
limited liability company

Ken

Witness

By:

Ken Frensley

Name: Ken Frensley

Title: Director, Wireless Network

ACKNOWLEDGMENT

STATE OF Arizona )

COUNTY OF Maricopa )

On the 14<sup>th</sup> day of May in the year <sup>2004</sup>~~2000~~, before me, the undersigned,  
personally appeared Kenneth Frensley, personally  
known to me or proved to me on the basis of satisfactory evidence to be the individual(s)  
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their capacity(ies), that by his/her/their  
signature(s) on the instrument, the individual(s), or the person upon behalf of which the  
individual(s) acted, executed the instrument, and that such individual made such  
appearance before the undersigned.

[Signature]

Notary Public

My commission expires: 3-31-08

(Notarial Stamp/Seal)



OCTAVIO LAMAS  
Notary Public - Arizona  
Maricopa County  
Expires 03/31/08



ASSIGNEE:

SPRINT SPECTRUM L.P., a Delaware limited liability company

Mike J. Zames  
Witness

By: Shannon Nichols  
Name: Shannon Nichols  
Title: Site Delivery Manager

## ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF Cook )

On the 28<sup>th</sup> day of May in the year 2004, before me, the undersigned, personally appeared Shannon Nichols, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Cook, Illinois.

Mike J. Zames  
Notary Public

My commission expires: 3/5/05

(Notarial Stamp/Seal)

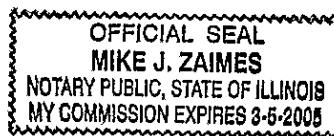


Exhibit A

Source Document

Option and Site Lease Agreement (Site Identification Number CSP207) by and between Cecil Smischny and G.D. Smischny ("Lessor) and Qwest Wireless, L.L.C., a Delaware limited liability company ("Lessee") dated October 10, 1997 and the Consent to Assignment dated October 10, 1997 (the "Lease") 10005 Lucky Four Road, West Highway 24, Green Mountain Falls, Colorado (the "Site"), for the Site located at 10005 Lucky Four Road, West Highway 24, Green Mountain Falls,

Exhibit A-1

Legal Description of Premises

As set forth in Attachment "A" attached hereto and incorporated herein by this reference.

Also known as: 10005 Lucky Four Road, West Highway 24, Green Mountain Falls,

Exhibit B

Recording Information For Source Document

Not Recorded at El Paso County Colorado Recorder's office.

Exhibit C

Tower Lease(s)

Reciprocal Joint Use Agreement entered in March 14, 1997 by and between Sprint Spectrum L.P. a Delaware limited Partnership and US West Communications Wireless Group a division of US West Communications, Inc. a Colorado Corporation

02/19/2004

02:07

204028584

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Page

Rec \$15.00

1 of 2



# PROPERTY BOUNDARY LINE AGREEMENT

THIS AGREEMENT is entered into this 19th day of November 2003, between Cecil D. Smischny, G.D. Smischny, and TPRT Investments, LLC, represented by Tom Frezza, who are the owners of adjoining properties separated by common boundary lines, located in the Northwest Quarter of Section 9, Township 13 South, Range 68 West of the 6<sup>th</sup> P.M., El Paso County, Colorado.

IN CONSIDERATION of the determination and permanent establishment of their mutual boundaries, the parties agree upon and fix the location of the common boundary lines between their individual properties as shown on the attached sketch which shall be known as "EXHIBIT-A". This agreement is entered into in accordance with Colorado Revised Statutes, 1973: 38-44-112. Agreements. Any line or disputed corner or boundary may be determined and permanently established by written agreement of all parties thereby affected, signed and acknowledged by each as required for conveyances of real estate, clearly designating the same, and accompanied by a map or plat thereof which shall be recorded as an instrument affecting real estate, and shall be binding upon their heirs, successors, and assigns.

IN WITNESS WHEREOF, and intending this to be a legal and binding contract between them, the undersigned have executed this agreement on this 19th day of November 2003.

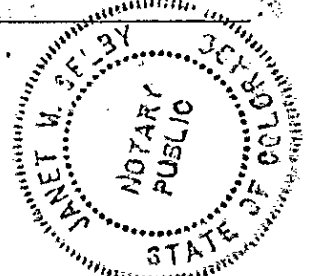
## ACKNOWLEDGEMENT:

Cecil D. Smischny  
Cecil D. Smischny



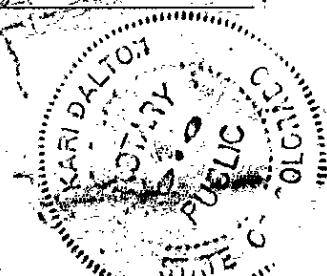
I, Janet Selby, a Notary Public of Teller County, Colorado do hereby certify that Cecil D. Smischny personally appeared before me and acknowledged this agreement. Witness my hand and seal this 19th day of November 2003. My commission expires: 2-1-2005

G.D. Smischny  
G.D. Smischny



I, JANET Selby, a Notary Public of Teller County, Colorado do hereby certify that G. D. Smischny personally appeared before me and acknowledged this agreement. Witness my hand and seal this 19th day of November 2003. My commission expires: 2-1-2005

Tom Frezza  
Tom Frezza (Representing TPRT Investments, LLC)



I, KARI DALTON, a Notary Public of EL PASO County, Colorado do hereby certify that Tom Frezza personally appeared before me and acknowledged this agreement. Witness my hand and seal this 10 day of JAN 2004. My commission expires: 6-14-2006



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1985 SEP -6 PM 2: 20

BOOK 5057 PAGE 1345

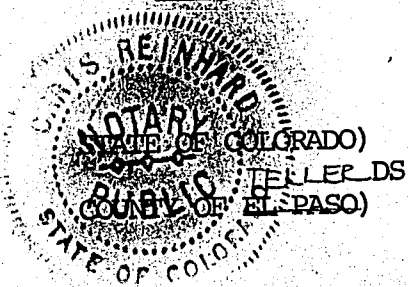
ARDIS W. SCHMITT  
El Paso County Clerk & RecorderRIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENT:

That, GLEA SMISCHNY of the County of El Paso and State of Colorado, in consideration of the sum of One Dollar and other valuable consideration in hand paid, the receipt of which is acknowledged, does hereby grant, bargain, sell and convey unto GWYN D. SMISCHNY of the County of Arapahoe and State of Colorado, 6621 So. High St., Littleton, Colorado, 80121, a right of way for ingress, egress and utility purposes, being in El Paso County, Colorado, over a tract of land described as follows:

A 30 foot wide easement for ingress, egress and utility purposes lying in the Northwest quarter of Section 9, in Township 13 South, Range 68 West of the 6th P. M. being Northwesterly and adjacent to the Northwesterly line, and the Northwesterly line extended Northeasterly 60 feet, of a tract of land described in Deed Book 3450 at Page 612 in the records of El Paso County, Colorado; also a 60 foot wide easement for ingress, egress and utility purposes in the Northwest quarter of said Section 9 lying Northeasterly of and adjacent to the Northeasterly line of said tract and lying Easterly of and adjacent to the Easterly line of said tract; also the South 60 feet of the Southeast quarter of the Northwest quarter of said Section 9 except the Westerly 278.6 feet thereof; all in El Paso County, Colorado.

In Witness Whereof, I have hereunto set my hand and seal  
this 6th day of September, 1985.

Chris Reinhard  
4-12-88

*Glea Smischny*  
Glea Smischny



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BOOK 5057 PAGE 1344

ARDIS W. SCHMITT  
El Paso County Clerk & RecorderRIGHT OF WAY DEED

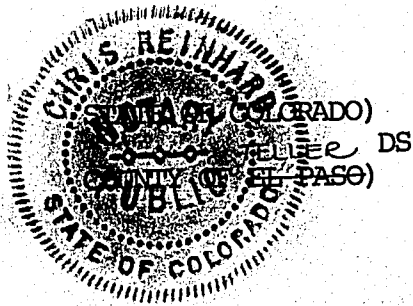
KNOW ALL MEN BY THESE PRESENT:

That, GLEA SMISCHNY of the County of El Paso and State of Colorado, in consideration of the sum of One Dollar and other valuable consideration in hand paid, the receipt of which is acknowledged, does hereby grant, bargain, sell and convey unto GWYN D. SMISCHNY of the County of Arapahoe and State of Colorado, 6621 So. High St., Littleton, Colorado, 80121, a right of way for ingress, egress and utility purposes, being in El Paso County, Colorado, over a tract of land described as follows:

A 20 foot wide easement for ingress, egress and utility purposes lying in the Northwest quarter of Section 9, in Township 13 South, Range 68 West of the 6th P.M. being 10 feet on either side of the following described centerline; beginning at the most Southerly corner of a tract of land described in Deed Book 3118 at Page 747 in the records of El Paso County, Colorado; thence North 43°03' West 300 feet to the most Easterly corner of a tract of land described in Deed Book 1663 at Page 292 of said records; thence continue North 43°03' West 210 feet; thence South 41°05' West 283.6 feet to the end of said easement, in El Paso County, Colorado.

In Witness Whereof, I have hereunto set my hand and seal  
this 6th day of September, 1985.

*Glea Smischny*  
Glea Smischny



*Chris Reinhard*  
4-12-88

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ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

BOOK 5057 PAGE 1342

RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENT:

That, GLEA SMISCHNY of the County of El Paso and State of Colorado, in consideration of the sum of One Dollar and other valuable consideration in hand paid, the receipt of which is acknowledged, does hereby grant, bargain, sell and convey unto GWYN D. SMISCHNY of the County of Arapahoe and State of Colorado, 6621 So. High St., Littleton, Colorado, 80121, a right of way for ingress, egress and utility purposes, being in El Paso County, Colorado, over a tract of land described as follows:

A portion of the Northwest quarter of Section 9, in Township 13 South, Range 68 West of the 6th P. M. more particularly described as follows: Beginning at the Southeasterly corner of a tract described in Book 1462 at Page 618 of the records of El Paso County, Colorado, thence run Southwesterly 210 feet to the Southeasterly corner of a tract described in Book 1425 at Page 506 of the El Paso County, Colorado, records; thence run Southwesterly 250 feet to the Southeasterly corner of a tract described in Book 1481 at Page 250 of the records of El Paso, County, Colorado; thence run Southwesterly 242.6 feet to the Southeasterly corner of a tract described in Book 1431 at Page 604 of the records of El Paso County, Colorado; thence run Southwesterly along the Southerly line of said tract and its extension to the intersection of said line with the Northeasterly right of way line of U. S. Highway No. 24, thence angle left Southeasterly along said right of way line 40 feet, more or less, to a point on the Northwesterly line of a tract described in Book 1129 at Page 442 of the records of El Paso County, Colorado; thence angle left Northeasterly along the Northwesterly line of said tract to the Northwesterly corner of a tract described in Book 1490 at Page 63 of the records of El Paso County, Colorado; thence run Northeasterly 150 feet to the Northeasterly corner of said tract, thence run Northeasterly to a point on the Southeasterly extension of the Northeasterly side of a tract



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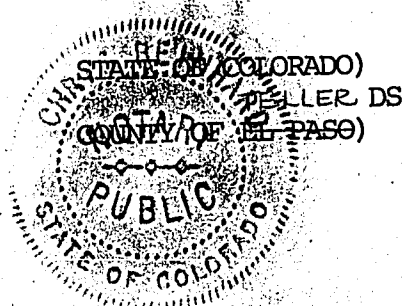
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BOOK 5057 PAGE 1343

described in Book 1462 at Page 618 of the records of El Paso County, Colorado; said point being 40 feet Southeasterly from the Southeast corner of said tract, thence run Northwesterly along said extended line 40 feet to the Southeast corner of said tract, said point also being the point of beginning, from this point the following described line is to be the Northerly line of a 40-foot right of way, the Southerly line of said right of way is to be parallel with and 40 feet from said Northerly line, from the point of beginning run Northeasterly 229.6 feet on the Southeasterly line of a tract described in Book 1425 at Page 510 to the Southeasterly corner of said tract, thence angle right 24°52' Northeasterly 251.6 feet to a point, said point to be known as point "A", thence angle right Southeasterly to a point on the Northerly line of a tract decribed in Book 2045 at Page 271, Said point being 42 feet from the Northwestern corner of said tract, also a tract 40 feet in width and lying Northwesterly and parallel with a line drawn from point "A" to a point on the Southerly line of a tract described in Book 3255 at Pages 200 and 201, said point being 40 feet Southeasterly from the Southwesterly corner of said tract.

In Witness Whereof, I have hereunto set my hand and seal  
this 6th day of September, 1985.

*Glea Smischny*  
Glea Smischny



Chris Reinhard  
4-12-88

Revised April 1971

Received at 9/25 o'clock a M. FEB 16 1972

Reception No. 863573 HARRIET BEALS

P E R M A N E N T    E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that RAY L. SMISCHNY and GLEA SMISCHNY, J.T.

\_\_\_\_\_, of El Paso County, State

of Colorado, Grantor(s), for and in consideration of the sum

of ONE DOLLAR (\$1.00), and other valuable consideration, in hand paid by\_\_\_\_\_

STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO

Grantee(s), receipt of which is hereby acknowledged, have given and granted and by

these presents do hereby give and grant unto the said Grantee(s), its ~~heirs~~,

successors, and assigns a PERPETUAL EASEMENT on, along, over and across the follow-

ing described premises, to-wit:

A tract or parcel of land No. PE 109 of the State Department of Highways, Division of Highways, State of Colorado, Project No. F 024-2(1) Sec. 1 containing 0.03 acres, more or less, in the NW¼ of Section 9, Township 13 South, Range 68 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at the point of intersection of the northeasterly right of way line of S.H. No. 24 as recorded in Book 910, Page 473 of the El Paso County records and the southeasterly property line, from which the  $W\frac{1}{2}$  corner of Sec. 9, T. 13 S., R. 68 W. bears S.  $89^{\circ} 24' 30''$  W., a distance of 1,148.3 feet;

1. Thence along said right of way line, N. 55° 53' 30" W., a distance of 30.0 feet to the northwesterly property line;
2. Thence along said northwesterly property line, N. 30° 46' 30" E., a distance of 50.0 feet;
3. Thence S. 55° 53' 30" E. a distance of 30.0 feet to a point on said southeasterly property line;
4. Thence along said southeasterly property line, S. 30° 46' 30" W., a distance of 50.0 feet, more or less, to the point of beginning.

The above described Permanent Easement contains 0.03 acres, more or less.

APPROVED: \_\_\_\_\_, Chief of Police, City of Colorado Springs

- Continued -

863573

RECORDED  
INDEXED  
FILED  
JAN 16 1972  
HARRIS BEALS  
REORDER  
DEPUTY

3.25

for the purpose of construction of a road approach for adjacent property owners.

And the Grantor(s) hereby covenant(s) with the Grantee(s) that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Signed this 19 day of Jan, 19 72.

Ray L. Smischny  
RAY L. SMISCHNY  
Glea Smischny  
GLEA SMISCHNY

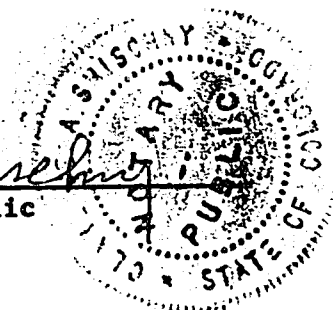
STATE OF COLORADO )  
County of El Paso ) ss.

The foregoing instrument was acknowledged before me this 19 day of

Jan, 19 72, by RAY L. SMISCHNY & GLEA SMISCHNY, J.T.

My commission expires Jul 11 1974  
Witness my hand and official seal.

Clarence A. Smischny  
Notary Public



23

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2

WAYNE W. WILLIAMS

El Paso County, CO

07/03/2012 12:57:40

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Rec \$11.00

1 of 1

212075614



## QUIT CLAIM DEED EASEMENT

Know all Men by these Presents, That LUCKY 4 BL72, LLC, a Colorado Limited Liability Corporation, hereafter known as Grantor, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grants and quit claim to Dean Smischny, Toby Smischny, Lucky 4 Apartments, LLC and T. Monet Edwards hereafter known as Grantees, their successors, heirs and assigns, the following easements rights on the described property situate in the County of El Paso and State of Colorado to wit:

### Definitions:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

A non-exclusive easement on an if when and how available basis for ingress, egress and utilities, all portions of this easement lies within Section 9, leg 1: 60 feet wide, the western edge of the easement beginning at the north west corner of the parcel described in recep. no. 00222099988 on page 1 of above referenced survey 760 +/- feet to a point on the southern boundary of NW ¼ SE ¼ NW ¼ 150 feet west of the south east corner of NW ¼ SE ¼ NW ¼, leg 2: 30 feet wide, connecting with leg 1 above on the northern boundary line of SW ¼ SE ¼ NW ¼ of section 9 (reference page 1 of above referenced survey), proceeding westerly along the line of the northern boundary line of SW ¼ SE ¼ NW ¼ Section 9 to a point 60 feet west of the north west corner of SW ¼ SE ¼ NW ¼ Section 9, leg 3: 60 feet wide, connecting with leg 2 above at the north west corner of SW ¼ SE ¼ NW ¼ Section 9, with the eastern edge of the easement being the western boundary line of SW ¼ SE ¼ NW ¼ Section 9 hence proceed southerly along the western boundary of SW ¼ SE ¼ NW ¼ of Section 9 for 401.12 feet. Leg 4: Smischny Track-30' Strip on page 5 of the above referenced survey plus a continuation of this leg northerly 60feet into SW ¼ SW ¼ NW ¼ of section 9.

Grantor disclaims any representation as to, or responsibility for, the quality, potability, quantity, flow rate, reliability, sustainability, nature, ownership, legality, usage, or other physical or legal attribute whatsoever of any water or other substance which is transported or transmitted over or under the surface of the easement or through any line, pipe, conduit or other means located within the easement area. Grantee and Grantee's successors and assigns by acceptance of this easement each severally and jointly agrees to indemnify and hold Grantor and Grantor's successors and assigns harmless from any and all liability with respect to any such substances and usage.

Signed and delivered this 2 day of July, 2012.

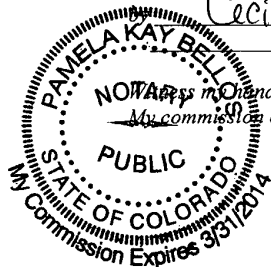
Cecil D Smischny, Mgr

### STATE OF COLORADO

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.

Cecil D Smischny, Manager, Lucky 4 BL 72, LLC



Pamela Kay Bell  
NOTARY PUBLIC

22

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20

WAYNE W. WILLIAMS

El Paso County, CO

07/03/2012 12:57:40

Doc \$0.00 Page

Rec \$11.00 1 of 1



212075615

## QUIT CLAIM DEED EASEMENT

Know all Men by these Presents, That Lucky 4 R25, LLC a Colorado Limited Liability Company, hereafter known as Grantor, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grants and quit claim to Toby Smischny, Dean Smischny, and Lucky 4 Apartments, LLC, hereafter known as Grantees, their successors, heirs and assigns, of the County of El Paso and State of Colorado, the following easements rights on the described property situate in the County of El Paso and State of Colorado to wit:

### Definitions:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

A non-exclusive easement on an if when and how available basis for ingress and egress over Lucky 4 Terrace, as shown on pages 1 and 3 of the above referenced survey, not to exceed 10 feet in width, all portions of this easement lies within SE ¼ NW ¼ NW ¼ of Section 9,

Signed and delivered this 2 day of July, 2012  
Cecil D. Smischny, Manager

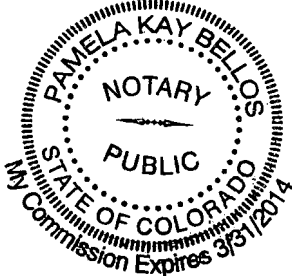
### STATE OF COLORADO

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.  
by Cecil D. Smischny, manager, Lucky 4 R 25, LLC

Witness my hand and official seal,  
My commission expires 3/31/2014

Pamela Kay Bellus  
NOTARY PUBLIC



19 - 21

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20

WAYNE W. WILLIAMS  
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Rec \$11.00 1 of 1

El Paso County, CO



212075618

## QUIT CLAIM DEED EASEMENT

Know all Men by these Presents, That Lucky 4 Inc. a Colorado Corporation, hereafter known as Grantor, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grants and quit claim to Dean Smischny, hereafter known as Grantee, his successors, heirs and assigns, of the County of Otter Tail and State of Minnesota, the following easements rights on the described property situate in the County of El Paso and State of Colorado to wit:

### Definitions:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying,

Dean Smischny: also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny.

Refer to page 1 of the above referenced survey. A non-exclusive easement for buried pipelines beginning on the section line and the north west corner of NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  proceed 213 feet easterly along the section to the true point of beginning and the center line of a 10 foot wide non-exclusive easement for waterlines, hence for the first leg of the easement proceed southerly 360 +/- feet to a point 5 feet due east of the most easterly corner of the parcel described in document nr 98180939 recorded with the El Paso County Clerk and Recorder, known hereafter as point (a), this leg can contain 2 pipelines, hence for the second leg of the easement begin the centerline of the easement at point (a) described above and proceed south westerly 390+- feet to a point on the south west boundary line of Glea's subdivision that is 115 feet from the most southerly corner of Glea's subdivision, the second leg of the easement may contain 1 pipeline, hence for the third leg of the easement begin the centerline of the easement at point (a) described above and proceed 420 +/- feet to a point on the south boundary line of Glea's subdivision that is 250 feet from the most southerly corner of Glea's subdivision, the third leg of the easement may contain 1 pipeline, each leg of the easement will be 10 feet wide.

Grantor disclaims any representation as to, or responsibility for, the quality, potability, quantity, flow rate, reliability, sustainability, nature, ownership, legality, usage, or other physical or legal attribute whatsoever of any water or other substance which is transported or transmitted over or under the surface of the easement or through any line, pipe, conduit or other means located within the easement area. Grantee and Grantee's successors and assigns by acceptance of this easement each severally and jointly agrees to indemnify and hold Grantor and Grantor's successors and assigns harmless from any and all liability with respect to any such substances and usage.

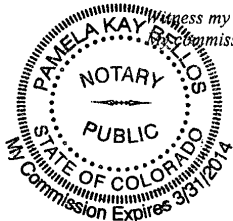
Signed and delivered this 2 day of July, 2012

Cecil D Smischny, President  
CL

### STATE OF COLORADO

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012  
by Cecil D Smischny, President  
Lucky 4 Inc.



Witness my hand and official seal  
My Commission expires 3/31/2014

Pamela Kay Bellas  
NOTARY PUBLIC



18  
Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A.D.

WAYNE W. WILLIAMS

El Paso County, CO

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1 of 1

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## QUIT CLAIM DEED EASEMENT

Know all Men by these Presents, That LUCKY 4 BL72, LLC, a Colorado Limited Liability Corporation, hereafter known as Grantor, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grants and quit claim to Toby Smischny, Dean Smischny, and Lucky 4 Apartments, LLC hereafter known as Grantees. their successors, heirs and assigns, of the County of El Paso and State of Colorado, the following easements rights on the described property situate in the County of El Paso and State of Colorado to wit:

### Definitions:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

A non-exclusive easement on Lucky 4 Terrace as shown on page 3 of the above referenced survey, not to exceed 20 feet in width, on an if when and how available basis for ingress, egress and utilities, all portions of this easement lies within SE ¼ NW ¼ NW ¼ of Section 9,

Signed and delivered this 2 day of July, 2012

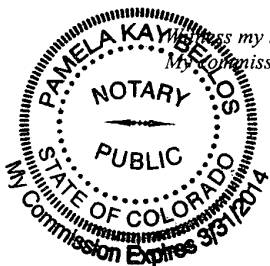
Cecil D. Smischny, Mgr

### STATE OF COLORADO

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.

by Cecil D. Smischny, manager, Lucky 4 BL 72, LLC



Witness my hand and official seal,  
My Commission expires 3/31/2014

Pamela Kay Bell  
NOTARY PUBLIC

WAYNE W. WILLIAMS  
07/03/2012 12:57:40  
Doc \$0.00 Page  
Rec \$11.00 1 of 1

El Paso County, CO



212075620

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A.D.

## QUIT CLAIM DEED EASEMENT

Know all Men by these Presents, That Lucky 4 BL72 LLC, a Colorado Limited Liability Company, hereafter known as Grantor, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grants and quit claim to Dean Smischny, hereafter known as Grantee, his successors, heirs and assigns, of the County of El Paso and State of Colorado, the following easements rights on the described property situate in the County of El Paso and State of Colorado to wit:

**Definitions:**

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado.

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

Reference page 1 of above referenced survey. For leg one of this non-exclusive 10 foot wide easement begin the center line of the easement at a point on the south boundary line of Glea's subdivision that is 250 feet from the most southerly corner of Glea's subdivision hence proceed southwesterly 320 +/- feet to a point that lies on the eastern property line of the property recorded in El Paso County Clerk and Records office in document book 2080 page 983 and is 75 feet northeast of the most southerly corner of said property, leg one may contain 2 pipelines, the centerline of leg 2 of the easement will begin at a point on the south west boundary line of Glea's subdivision that is 115 feet from the most southerly corner of Glea's subdivision, hence proceed 78 feet on a line 32 degrees west of magnetic South hence proceed westerly on a line that parallels the south western property line of Glea's subdivision for 135+- feet and connects with leg one described above, the second leg of the easement may contain 1 pipeline.

Grantor disclaims any representation as to, or responsibility for, the quality, potability, quantity, flow rate, reliability, sustainability, nature, ownership, legality, usage, or other physical or legal attribute whatsoever of any water or other substance which is transported or transmitted over or under the surface of the easement or through any line, pipe, conduit or other means located within or outside the easement area. Grantee and Grantee's successors and assigns by acceptance of this easement each severally and jointly agrees to indemnify and hold Grantor and Grantor's successors and assigns harmless from any and all liability with respect to any such substances and usage.

Signed and delivered this 2 day of July, 2012

Cecil D. Smischny, Manager

**STATE OF COLORADO**

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.

Cecil D. Smischny, Manager Lucky 4 BL72 LLC

In my hand and official seal,

My Commission Expires 3/31/2014

Pamela Kay Bellon  
NOTARY PUBLIC



# QUIT CLAIM DEED EASEMENT

Know all Men by these Presents, That Cecil D Smischny, hereafter known as Grantor, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grants and quit claim to Dean Smischny, hereafter known as Grantee, their successors, heirs and assigns, of the County of El Paso and State of Colorado, the following easements rights on the described property situate in the County of El Paso and State of Colorado to wit:

**Reference:**

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

**Definitions:**

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado.

A non-exclusive easement on an if when and how available basis for ingress and egress over Lucky 4 Terrace, as specified on pages 1 & 3 of the above referenced survey, running from the most easterly corner of 7250 Lucky 4 Road, schedule # 8309200027, to the most westerly corner of 7250 Lucky 4 Road not to exceed 10 feet in width, all portions of this easement lies within SE ¼ NW ¼ NW ¼ of Section 9.

Signed and delivered this 2 day of Jul, 2012

Cecil D Smischny, Manager

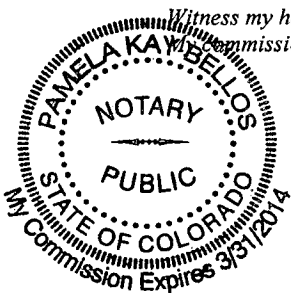
**STATE OF COLORADO**

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.

by Cecil D. Smischny

Witness my hand and official seal,  
My commission expires 3/31/2014



Pamela Kay Bellis  
NOTARY PUBLIC

# QUIT CLAIM DEED #15 EASEMENT

Know all Men by these Presents, That Dean Smischny, hereafter known as Grantor, of the County of Otter Tail and State of Minnesota, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grant and quit claim to Toby Smischny, Monet Edwards, Lucky 4 BL72 LLC, Lucky 4 Apartments LLC, and Lucky 4 Inc , hereafter known as Grantees, their successors, heirs and assigns, of the County of El Paso and State of Colorado, the following Easement rights on the described property situate in the County of El Paso and State of Colorado to wit:

## Definations:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying,

Dean Smischny: also known as G. Dean Smischny, also known as G.D. Smischny, also known as Dean Smischny, also known as Gwyn Dean Smischny.

A 30 foot wide non-exclusive easement on an if, when and how available basis for ingress, egress and utilities with the point of beginning being the NW corner of SW ¼ SE ¼ NW ¼ in Section 9, described above, and as shown on page 1 of 5 of the above referenced Survey. The Northern boundary line of said easement being the northern boundary of said SW ¼ SE ¼ NW ¼, starting at the point of beginning proceed easterly along the northern boundary for 486 feet.

Grantor disclaims any representation as to, or responsibility for, the quality, potability, quantity, flow rate, reliability, sustainability, nature, ownership, legality, usage, or other physical or legal attribute whatsoever of any water or other substance which is transported or transmitted over or under the surface of the easement or through any line, pipe, conduit or other means located within the easement area. Grantee and Grantee's successors and assigns by acceptance of this easement each severally and jointly agrees to indemnify and hold Grantor and Grantor's successors and assigns harmless from any and all liability with respect to any such substances and usage.

WAYNE W. WILLIAMS

El Paso County, CO

07/03/2012 01:01:56 PM

Doc \$0.00 Page

Rec \$11.00 1 of 1



212075623

Signed and delivered this 5 day of Aug, 20 11

*[Signature]*

## STATE OF MINNESOTA

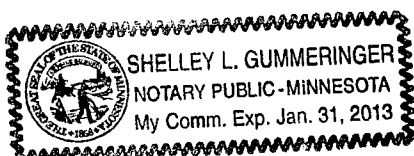
County of OTTER TAIL ss.

The foregoing instrument was acknowledged before me this 5TH day of AUGUST, 20 11

by DEAN SMISCHNY

Witness my hand and official seal,  
My commission expires 1-31-13

*[Signature]*  
NOTARY PUBLIC





# QUIT CLAIM DEED #16 EASEMENT

Know all Men by these Presents, That Dean Smischny, hereafter known as Grantor, of the County of Otter Tail and State of Minnesota, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grant and quit claim to Toby Smischny, Lucky 4 BL72 LLC, Lucky 4 Apartments LLC, [REDACTED] hereafter known as Grantees, their successors, heirs and assigns, of the County of El Paso and State of Colorado, the following Easement rights on the described property situate in the County of El Paso and State of Colorado to wit:

## Defination:

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

A non-exclusive easement on an if, when and how available basis for ingress, egress [REDACTED] over that portion of Lucky 4 Terrace that lies within SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M. El Paso County Colorado and as shown on page 3 of 5 of the above referenced Survey. The easement shall not exceed 22 feet in width.

Grantor disclaims any representation as to, or responsibility for, the quality, potability, quantity, flow rate, reliability, sustainability, nature, ownership, legality, usage, or other physical or legal attribute whatsoever of any water or other substance which is transported or transmitted over or under the surface of the easement or through any line, pipe, conduit or other means located within the easement area. Grantee and Grantee's successors and assigns by acceptance of this easement each severally and jointly agrees to indemnify and hold Grantor and Grantor's successors and assigns harmless from any and all liability with respect to any such substances and usage.

[REDACTED]

Signed and delivered this 5 day of Aug, 20 11

[REDACTED]

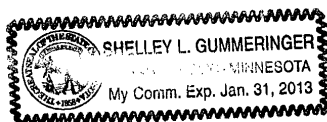
## STATE OF MINNESOTA

County of OTTER TAIL ss.

The foregoing instrument was acknowledged before me this 5TH day of AUGUST 20 11

by DEAN SMISCHNY

Witness my hand and official seal,  
My commission expires 1-31-13



[REDACTED]  
NOTARY PUBLIC



212081610

## • QUIT CLAIM DEED EASEMENT

Know all Men by these Presents, That \_Lucky 4 BL47, LLC a Colorado Limited Liability Company , hereafter known as Grantor , of the County of \_El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby grants and quit claim to G.D. Smischny, hereafter known as Grantee, his successors, heirs and assigns, of the County of Otter Tail and State of Minnesota, the following easement rights on property situate in the County of El Paso and State of Colorado to wit:

The following definitions will apply to this document:

Dean Smischny: also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny,

Section 4: Section 4, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 .Survey performed by Teller County Land Surveying,

Longwell Deed : A deed recorded with El Paso County Clerk and Recorder Oct 29, 1942 from Harvey Longwell, Jr to Martha Aebarhart in Book 1014 on pages 440 & 441.

A non-exclusive easement on an if, when and how available basis for ingress, egress and utilities over that portion of Lucky 4 Road that lies within SW ¼ SW ¼ SE ¼, NE ¼ SW ¼ SE ¼ and NW ¼ SW ¼ SE ¼ all being in Section 4 , defined above, and shown on page 4 of the above referenced survey. This easement begins on the western boundary of NW ¼ SW ¼ SE ¼ and proceeds 1341 feet Northeasterly to a point 40 feet beyond the intersection of Lucky 4 Road and Private Drive as shown on page 4 of the above referenced survey, not to exceed 22 feet in width.

In addition a non-exclusive easement on an if, when and how available basis for ingress, egress and utilities, water lines excluded, over that portion of road labeled "Private Drive" on page 4 of the above referenced survey. This easement not to exceed 22 feet in width. Private Drive connects with Lucky 4 Road In addition a non-exclusive easement on an if, when and how available basis for ingress, egress and utilities, water lines excluded, over that portion of road labeled "Old Wagon Road" on page 4 of the above referenced survey. Old Wagon Road connects with Private Drive. This easement will not exceed 30 feet in width and will be 120 feet in length as measured from the Center line of the intersection of Old Wagon Road and Private Drive.

In addition a 60 foot wide non-exclusive easement on an if, when and how available basis for ingress, egress and utilities beginning on the western end of the above easement on Old Wagon Road with the center line of the Old Wagon Road and the center line of this 60 foot easement being a common point. This easement will proceed from north to south along the western boundary of the Longwell Deed defined above.

Grantor disclaims any representation as to, or responsibility for, the quality, potability, quantity, flow rate, reliability, sustainability, nature, ownership, legality, usage, or other physical or legal attribute whatsoever of any water or other substance which is transported or transmitted over or under the surface of the easement or through any line, pipe, conduit or other means located within the easement area. Grantee and Grantee's successors and assigns by acceptance of this easement each severally and jointly agrees to indemnify and hold Grantor and Grantor's successors and assigns harmless from any and all liability with respect to any such substances and usage.

Signed and delivered this 7 day of 15, 2012

Cecil D. Smischney Mgr

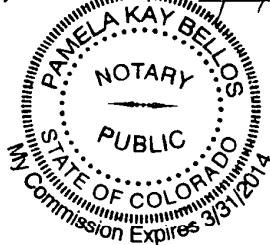
**STATE OF COLORADO**

County of El Paso ss.

The foregoing instrument was acknowledged before me this 18th day of July, 2012.

by Cecil D. Smischney, Manager, Lucky 4 B47, LLC

Witness my hand and official seal,  
My commission expires 3/31/2014



Pamela Kay Bellos  
NOTARY PUBLIC



## EASEMENT AGREEMENT

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

## BACKGROUND AND PURPOSE

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

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

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

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

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

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

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



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

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

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

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

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

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

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

5. **Maintenance, Repair and Improvement of the Spur Road.** The parties agree to retain the existing locked gate at the intersection of Lucky 4 Road and the Spur Road, provided that each party shall have the ability to unlock the gate at any time (meaning that the parties will cooperate to ensure that at all times, both parties have the correct combination or the key to any lock placed on the gate). The gate will remain closed and locked at all times when access to the Spur Road is not needed. The parties will share the maintenance and repair responsibilities of the Spur Road and be subject to the same obligations and limitations for maintenance, repair and improvements as provided in paragraph 4 above for Lucky 4 Road. Any drainage improvements to the Spur Road will only occur on the uphill side of the road or in the middle of the Spur Road so as to prevent erosion of the downhill bank adjacent to the roadway. The parties may mutually agree to remove the lock and/or the gate, or relocate the gate on the

Spur Road. Notwithstanding anything herein to the contrary, the maintenance, repair or improvements shall not widen the traveled portion of the Spur Road without Lucky 4's consent.

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

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

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

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

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

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

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

12. **Dispute Resolution.**

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

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

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

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

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

15. **General Conditions.**

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

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

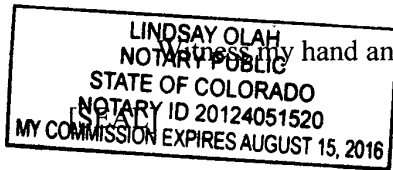
C. **Counterparts.** This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.

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

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

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





Witness my hand and official seal.

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

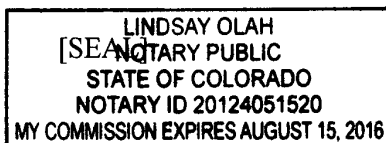
**Lucky 4 BL72, LLC**  
a Colorado limited liability company

By: Cecil D. Smischy  
Title: Manager

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

This instrument was acknowledged before me this 18<sup>th</sup> day of October 2014, by Cecil D. Smischy as Manager of Lucky 4 BL72, LLC, a Colorado limited liability company.

Witness my hand and official seal.




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

**FRIENDS:**

**Friends University**

a Kansas nonprofit corporation

By: 

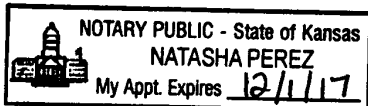
Title: Vice President Administration and Finance

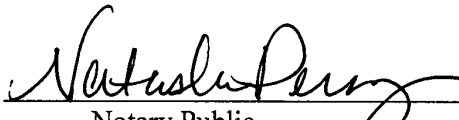
STATE OF KANSAS )  
COUNTY OF Sedgwick ) ss.

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

Witness my hand and official seal.

[SEAL]



  
Notary Public  
My commission expires: 12/1/17

**Exhibits**

- 1 - Legal Description of Lucky 4 Property
- 2 - Legal Description of Friends Property
- 3 - Survey Map
- 4 - Legal Description of Lucky 4 Road
- 5 - Legal Description of Spur Road



**EXHIBIT 1**  
**LEGAL DESCRIPTION OF LUCKY 4 PROPERTY**

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

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

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

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

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

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

**EXHIBIT 2**  
**LEGAL DESCRIPTION OF FRIENDS PROPERTY**

Parcel A:

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

Parcel B:

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

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

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

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

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

The map displays a road layout within a grid of sections. Key features include:

- Section Lines:** Labeled with section numbers and quarter sections, such as NW1/4 NE1/4, NE1/4 NW1/4, NE1/4 SW1/4, and NW1/4 SW1/4.
- Lot 1 GLAS SUB:** A specific area within the NW1/4 NE1/4 section.
- Survey Lines:** Solid and dashed lines representing the proposed road and its boundaries.
- Survey Data:** Various measurements and bearings are noted along the road, including "100' 00\"

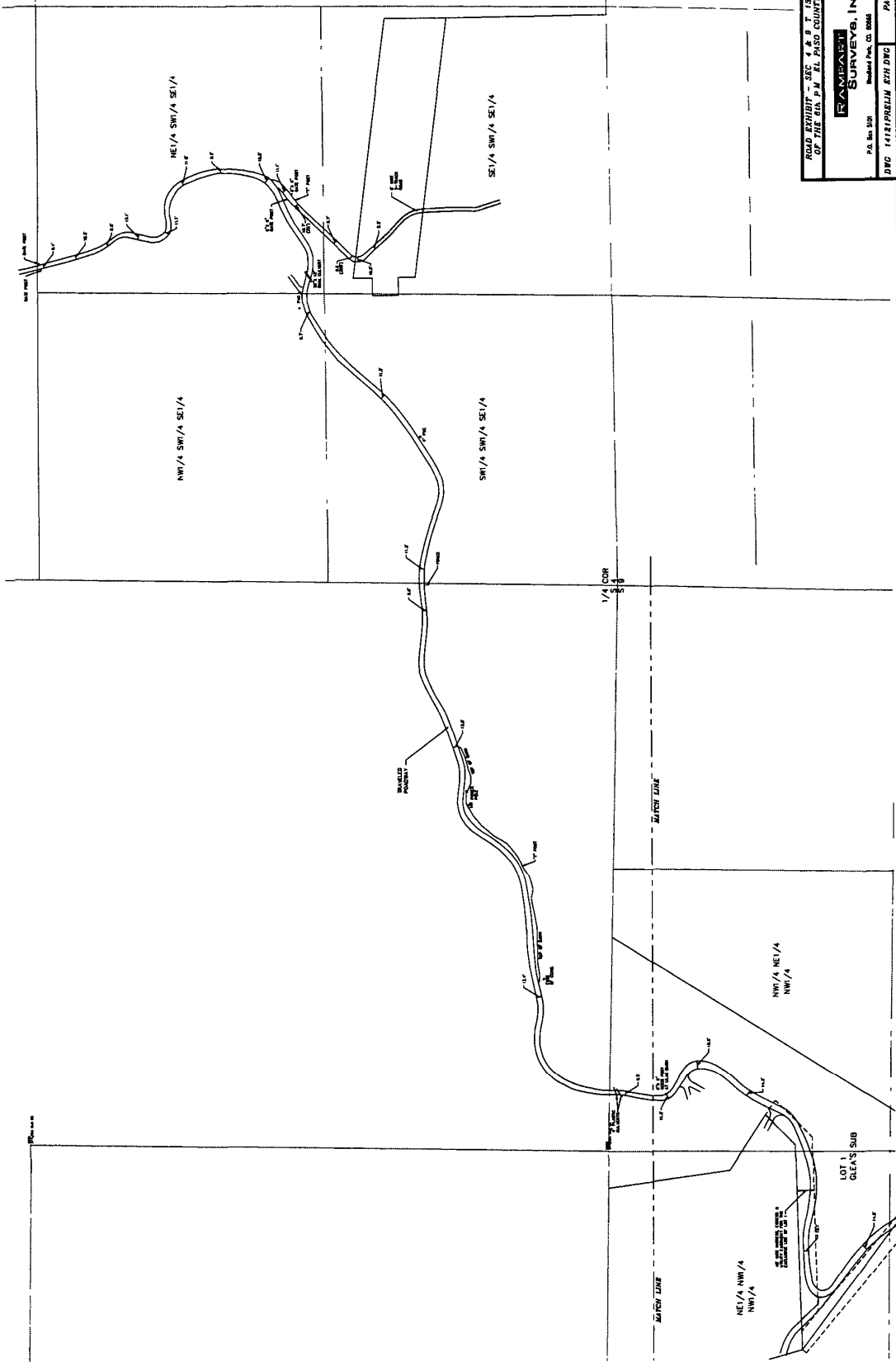
**Map Details:**

- Scale:** 1" = 100'
- Job No:** 14121
- Date:** JULY 16, 2014
- Surveyor:** RANNEY SURVEYS, INC.
- Project:** ROAD EXHIBIT - SEC. 4 & 9 T. 13 S. R. 68 W. OF THE 6th P.M. EL PASO COUNTY, COLORADO
- Page:** 1 OF 2

3

# FRIEND'S UNIVERSITY - ROAD EXHIBIT

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



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

**RAMBERT SURVEYS, INC.**  
P.O. Box 509  
Boulder, CO 80504  
(719) 597-0320

DATE: 11/12/2016  
PAGE: 2 OF 2

**EXHIBIT 4**  
**LEGAL DESCRIPTION OF LUCKY 4 ROAD**

**EXHIBIT "A"**

**LEGAL DESCRIPTION – ACCESS EASEMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAGE 1 OF 5

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S52°33'43"E ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 37.83 FEET;

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

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

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

THENCE S35°27'14"W, A DISTANCE OF 159.53 FEET;

THENCE S33°51'06"W, A DISTANCE OF 129.74 FEET;

PAGE 2 OF 5

THENCE ALONG THE ARC OF A 689.63 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°13'47", AN ARC LENGTH OF 74.98 FEET (THE LONG CHORD OF WHICH BEARS S36°25'33"W, A LONG CHORD DISTANCE OF 74.95 FEET);

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

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

THENCE S40°24'01"W, A DISTANCE OF 149.40 FEET;

THENCE ALONG THE ARC OF A 2791.19 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°59'41", AN ARC LENGTH OF 194.60 FEET (THE LONG CHORD OF WHICH BEARS S35°38'15"W, A LONG CHORD DISTANCE OF 194.57 FEET);

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

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

THENCE S37°26'11"W, A DISTANCE OF 58.84 FEET;

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

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

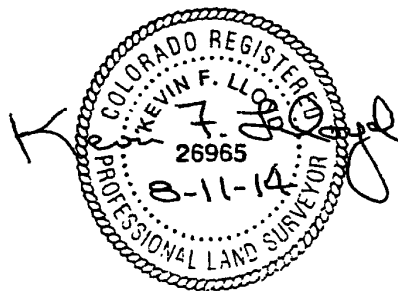
THENCE ALONG THE ARC OF A 20.26 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 48°50'33", AN ARC LENGTH OF 17.27 FEET (THE LONG CHORD OF WHICH BEARS S06°16'50"W, A LONG CHORD DISTANCE OF 16.75 FEET) TO A POINT ON THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, SAID POINT ALSO BEING A POINT ON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

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

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

PREPARED BY:

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

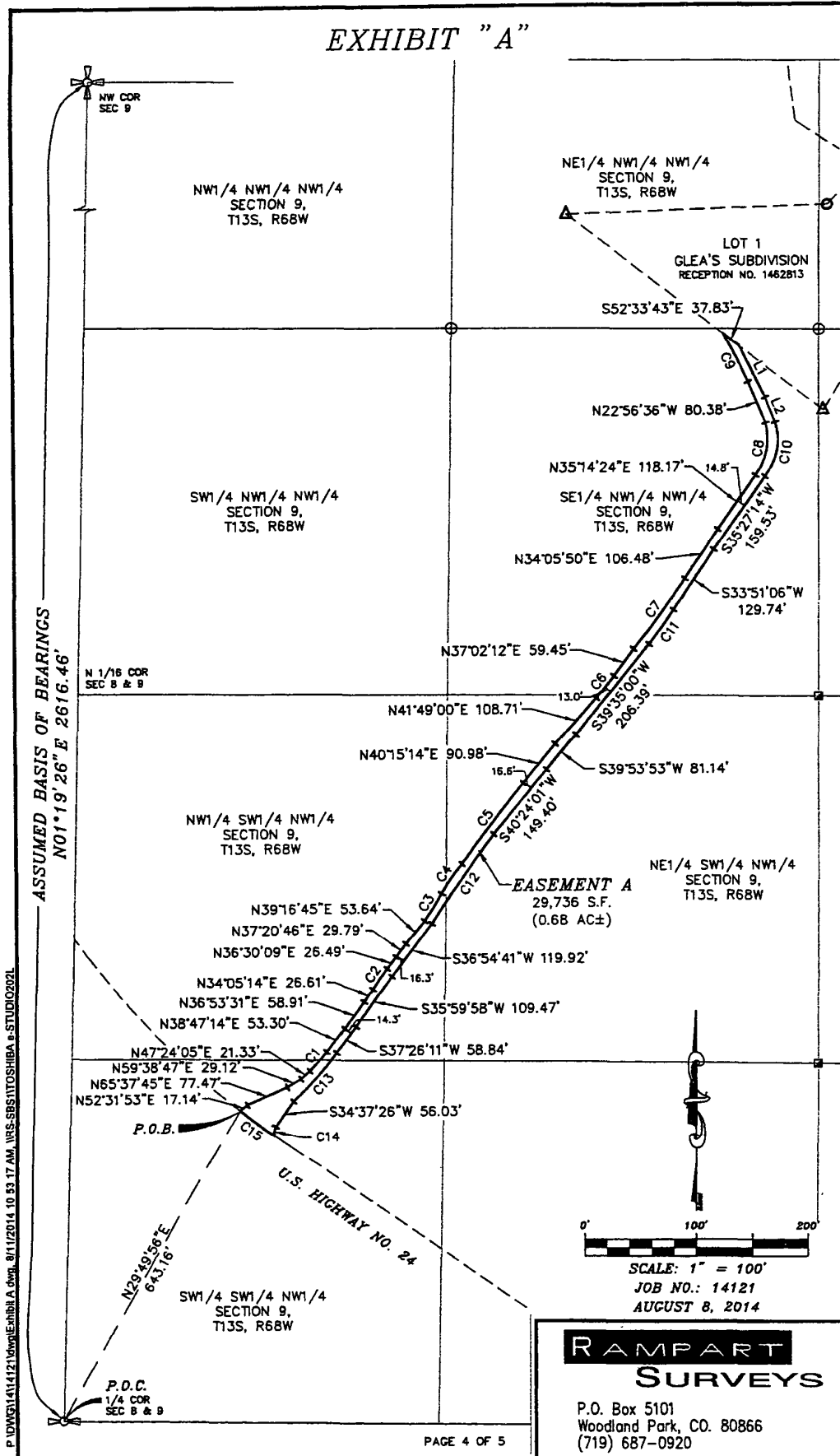


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# EXHIBIT "A"



# EXHIBIT "A"

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

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

## LEGEND:

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

**RAMPART  
SURVEYS**

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

PAGE 5 OF 5

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**EXHIBIT "B"**

**LEGAL DESCRIPTION – ACCESS EASEMENT:**

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

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

THENCE S52°33'24"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 212075066 OF SAID COUNTY RECORDS, A DISTANCE OF 349.87 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE ALONG THE ARC OF A 317.63 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°03'04", AN ARC LENGTH OF 66.81 FEET (THE LONG CHORD OF WHICH BEARS N37°20'30"W, A LONG CHORD DISTANCE OF 66.68 FEET);  
THENCE N44°11'15"W, A DISTANCE OF 13.94 FEET;  
THENCE N49°44'56"W, A DISTANCE OF 54.05 FEET;  
THENCE N54°44'57"W, A DISTANCE OF 27.54 FEET;  
THENCE N52°26'32"W, A DISTANCE OF 25.94 FEET;  
THENCE ALONG THE ARC OF A 85.34 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°40'23", AN ARC LENGTH OF 33.77 FEET (THE LONG CHORD OF WHICH BEARS N39°10'27"W, A LONG CHORD DISTANCE OF 33.55 FEET);  
THENCE ALONG THE ARC OF A 30.11 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 85°43'03", AN ARC LENGTH OF 45.05 FEET (THE LONG CHORD OF WHICH BEARS N18°56'43"E, A LONG CHORD DISTANCE OF 40.97 FEET);  
THENCE ALONG THE ARC OF A 99.67 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°10'56", AN ARC LENGTH OF 47.29 FEET (THE LONG CHORD OF WHICH BEARS N74°35'38"E, A LONG CHORD DISTANCE OF 46.84 FEET);  
THENCE ALONG THE ARC OF A 1328.38 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°52'25", AN ARC LENGTH OF 66.62 FEET (THE LONG CHORD OF WHICH BEARS N87°44'56"E, A LONG CHORD DISTANCE OF 66.62 FEET);  
THENCE ALONG THE ARC OF A 178.08 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°22'26", AN ARC LENGTH OF 60.22 FEET (THE LONG CHORD OF WHICH BEARS S82°18'03"E, A LONG CHORD DISTANCE OF 59.93 FEET);  
THENCE ALONG THE ARC OF A 401.72 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°21'51", AN ARC LENGTH OF 72.67 FEET (THE LONG CHORD OF WHICH BEARS S82°28'33"E, A LONG CHORD DISTANCE OF 72.57 FEET);  
THENCE ALONG THE ARC OF A 305.90 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°12'51", AN ARC LENGTH OF 91.91 FEET (THE LONG CHORD OF WHICH BEARS N76°49'14"E, A LONG CHORD DISTANCE OF 91.56 FEET);  
THENCE ALONG THE ARC OF A 425.13 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°52'17", AN ARC LENGTH OF 43.57 FEET (THE LONG CHORD OF WHICH BEARS

PAGE 1 OF 5

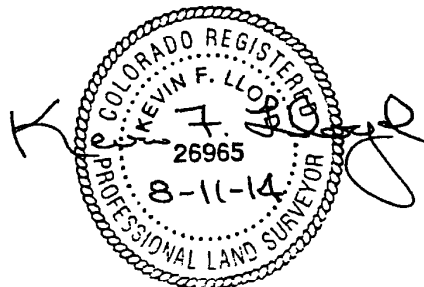
N66°44'51"E, A LONG CHORD DISTANCE OF 43.54 FEET);  
 THENCE ALONG THE ARC OF A 62.21 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 43°08'21", AN ARC LENGTH OF 46.84 FEET (THE LONG CHORD OF WHICH BEARS  
 N43°25'16"E, A LONG CHORD DISTANCE OF 45.74 FEET);  
 THENCE N25°44'38"E, A DISTANCE OF 41.53 FEET;  
 THENCE ALONG THE ARC OF A 264.61 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 17°39'27", AN ARC LENGTH OF 81.55 FEET (THE LONG CHORD OF WHICH BEARS  
 N33°42'04"E, A LONG CHORD DISTANCE OF 81.22 FEET);  
 THENCE ALONG THE ARC OF A 182.64 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 19°11'14", AN ARC LENGTH OF 61.16 FEET (THE LONG CHORD OF WHICH BEARS  
 N36°08'21"E, A LONG CHORD DISTANCE OF 60.88 FEET);  
 THENCE ALONG THE ARC OF A 63.92 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 35°55'02", AN ARC LENGTH OF 40.07 FEET (THE LONG CHORD OF WHICH BEARS  
 N07°23'21"E, A LONG CHORD DISTANCE OF 39.42 FEET);  
 THENCE ALONG THE ARC OF A 38.18 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 40°00'57", AN ARC LENGTH OF 26.67 FEET (THE LONG CHORD OF WHICH BEARS  
 N33°33'41"W, A LONG CHORD DISTANCE OF 26.12 FEET);  
 THENCE N56°50'28"W, A DISTANCE OF 44.71 FEET;  
 THENCE ALONG THE ARC OF A 44.91 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 74°36'07", AN ARC LENGTH OF 58.48 FEET (THE LONG CHORD OF WHICH BEARS  
 N22°26'56"W, A LONG CHORD DISTANCE OF 54.44 FEET);  
 THENCE N07°14'03"E, A DISTANCE OF 23.58 FEET;  
 THENCE N11°32'03"E, A DISTANCE OF 42.77 FEET;  
 THENCE ALONG THE ARC OF A 121.94 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 13°10'30", AN ARC LENGTH OF 28.04 FEET (THE LONG CHORD OF WHICH BEARS  
 N05°39'11"E, A LONG CHORD DISTANCE OF 27.98 FEET);  
 THENCE N00°31'16"E, A DISTANCE OF 12.93 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1,  
 SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER  
 (SW1/4) OF SECTION 4 OF SAID TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6<sup>th</sup> P.M.;  
 THENCE S88°50'58"E ALONG THAT LINE COMMON TO SAID NORTH LINE AND SAID SOUTH LINE, A  
 DISTANCE OF 9.45 FEET;  
 THENCE S00°21'52"E, A DISTANCE OF 14.18 FEET;  
 THENCE ALONG THE ARC OF A 120.55 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 12°31'42", AN ARC LENGTH OF 26.36 FEET (THE LONG CHORD OF WHICH BEARS  
 S05°42'56"W, A LONG CHORD DISTANCE OF 26.31 FEET);  
 THENCE S10°03'12"W, A DISTANCE OF 47.01 FEET;  
 THENCE S06°21'00"W, A DISTANCE OF 28.63 FEET;  
 THENCE ALONG THE ARC OF A 31.98 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 52°12'51", AN ARC LENGTH OF 29.14 FEET (THE LONG CHORD OF WHICH BEARS  
 S21°33'53"E, A LONG CHORD DISTANCE OF 28.14 FEET);  
 THENCE ALONG THE ARC OF A 87.03 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 15°45'53", AN ARC LENGTH OF 23.95 FEET (THE LONG CHORD OF WHICH BEARS  
 S56°05'34"E, A LONG CHORD DISTANCE OF 23.87 FEET);  
 THENCE S62°40'53"E, A DISTANCE OF 27.95 FEET;  
 THENCE ALONG THE ARC OF A 92.97 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 12°55'01", AN ARC LENGTH OF 20.96 FEET (THE LONG CHORD OF WHICH BEARS  
 S51°35'06"E, A LONG CHORD DISTANCE OF 20.92 FEET);  
 THENCE ALONG THE ARC OF A 44.04 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 48°25'36", AN ARC LENGTH OF 37.22 FEET (THE LONG CHORD OF WHICH BEARS  
 S16°41'16"E, A LONG CHORD DISTANCE OF 36.12 FEET);  
 THENCE ALONG THE ARC OF A 92.26 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 21°36'00", AN ARC LENGTH OF 34.78 FEET (THE LONG CHORD OF WHICH BEARS  
 S17°35'32"W, A LONG CHORD DISTANCE OF 34.58 FEET);

PAGE 2 OF 5

THENCE ALONG THE ARC OF A 203.43 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°38'16", AN ARC LENGTH OF 59.07 FEET (THE LONG CHORD OF WHICH BEARS S36°00'35"W, A LONG CHORD DISTANCE OF 58.87 FEET);  
 THENCE ALONG THE ARC OF A 193.86 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°06'24", AN ARC LENGTH OF 57.88 FEET (THE LONG CHORD OF WHICH BEARS S36°49'51"W, A LONG CHORD DISTANCE OF 57.67 FEET);  
 THENCE S26°49'07"W, A DISTANCE OF 66.59 FEET;  
 THENCE ALONG THE ARC OF A 79.30 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°52'57", AN ARC LENGTH OF 53.82 FEET (THE LONG CHORD OF WHICH BEARS S45°03'27"W, A LONG CHORD DISTANCE OF 52.79 FEET);  
 THENCE ALONG THE ARC OF A 384.31 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°33'09", AN ARC LENGTH OF 84.20 FEET (THE LONG CHORD OF WHICH BEARS S66°46'57"W, A LONG CHORD DISTANCE OF 84.03 FEET);  
 THENCE ALONG THE ARC OF A 223.34 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°40'43", AN ARC LENGTH OF 135.18 FEET (THE LONG CHORD OF WHICH BEARS N89°48'40"W, A LONG CHORD DISTANCE OF 133.12 FEET);  
 THENCE ALONG THE ARC OF A 181.98 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°45'08", AN ARC LENGTH OF 56.38 FEET (THE LONG CHORD OF WHICH BEARS N80°22'26"W, A LONG CHORD DISTANCE OF 56.16 FEET);  
 THENCE ALONG THE ARC OF A 479.40 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°10'42", AN ARC LENGTH OF 93.53 FEET (THE LONG CHORD OF WHICH BEARS S85°00'24"W, A LONG CHORD DISTANCE OF 93.38 FEET);  
 THENCE ALONG THE ARC OF A 30.37 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59°12'32", AN ARC LENGTH OF 31.38 FEET (THE LONG CHORD OF WHICH BEARS S46°22'23"W, A LONG CHORD DISTANCE OF 30.00 FEET);  
 THENCE ALONG THE ARC OF A 30.84 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 66°47'35", AN ARC LENGTH OF 35.95 FEET (THE LONG CHORD OF WHICH BEARS S31°16'52"E, A LONG CHORD DISTANCE OF 33.95 FEET);  
 THENCE S54°49'42"E, A DISTANCE OF 54.32 FEET;  
 THENCE ALONG THE ARC OF A 459.66 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°50'23", AN ARC LENGTH OF 70.92 FEET (THE LONG CHORD OF WHICH BEARS S48°49'13"E, A LONG CHORD DISTANCE OF 70.84 FEET);  
 THENCE ALONG THE ARC OF A 332.46 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°41'16", AN ARC LENGTH OF 102.63 FEET (THE LONG CHORD OF WHICH BEARS S34°25'36"E, A LONG CHORD DISTANCE OF 102.23 FEET) TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER SAID RECEPTION NO. 212075066;  
 THENCE N52°33'43"W ALONG THAT LINE COMMON TO SAID LOT 1 AND SAID TRACT OF LAND, A DISTANCE OF 37.83 FEET TO THE POINT OF BEGINNING.

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

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



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# EXHIBIT "B"

SW1/4  
SECTION 4,  
T13S, R68W

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

LOT 1  
GLEA'S SUBDIVISION  
RECEPTION NO. 1462813

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

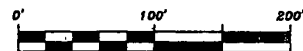
LOT 1  
GLEA'S SUBDIVISION  
RECEPTION NO. 1462813

EASEMENT B  
16,258 S.F.  
(0.37AC±)

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

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



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

**RAMPART  
SURVEYS**

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

# EXHIBIT "B"

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.
C1	12°03'04"	317.63'	66.81'	N37°20'30"W	66.68'
C2	22°40'23"	85.34'	33.77'	N39°10'27"W	33.55'
C3	85°43'03"	30.11'	45.05'	N18°56'43"E	40.97'
C4	27°10'56"	99.67'	47.29'	N74°35'38"E	46.84'
C5	02°52'25"	1328.38'	66.62'	N87°44'56"E	66.62'
C6	19°22'26"	178.08'	60.22'	S82°18'03"E	59.93'
C7	10°21'51"	401.72'	72.67'	S82°28'33"E	72.57'
C8	17°12'51"	305.90'	91.91'	N76°49'14"E	91.56'
C9	05°52'17"	425.13'	43.57'	N66°44'51"E	43.54'
C10	43°08'21"	62.21'	46.84'	N43°25'16"E	45.74'
C11	17°39'27"	264.61'	81.55'	N33°42'04"E	81.22'
C12	19°11'14"	182.64'	61.16'	N36°08'21"E	60.88'
C13	35°55'02"	63.92'	40.07'	N07°23'21"E	39.42'
C14	40°00'57"	38.18'	26.67'	N33°33'41"W	26.12'
C15	74°36'07"	44.91'	58.48'	N22°26'56"W	54.44'
C16	13°10'30"	121.94'	28.04'	N05°39'11"E	27.98'
C17	12°31'42"	120.55'	26.36'	S05°42'56"W	26.31'
C18	52°12'51"	31.98'	29.14'	S21°33'53"E	28.14'
C19	15°45'53"	87.03'	23.95'	S56°05'34"E	23.87'
C20	12°55'01"	92.97'	20.96'	S51°35'06"E	20.92'
C21	48°25'36"	44.04'	37.22'	S16°41'16"E	36.12'
C22	21°36'00"	92.26'	34.78'	S17°35'32"W	34.58'
C23	16°38'16"	203.43'	59.07'	S36°00'35"W	58.87'
C24	17°06'24"	193.86'	57.88'	S36°49'51"W	57.67'
C25	38°52'57"	79.30'	53.82'	S45°03'27"W	52.79'
C26	12°33'09"	384.31'	84.20'	S66°46'57"W	84.03'
C27	34°40'43"	223.34'	135.18'	N89°48'40"W	133.12'
C28	17°45'08"	181.98'	56.38'	N80°22'26"W	56.16'
C29	11°10'42"	479.40'	93.53'	S85°00'24"W	93.38'
C30	59°12'32"	30.37'	31.38'	S46°22'23"W	30.00'
C31	66°47'35"	30.84'	35.95'	S31°16'52"E	33.95'
C32	08°50'23"	459.66'	70.92'	S48°49'13"E	70.84'
C33	17°41'16"	332.46'	102.63'	S34°25'36"E	102.23'

## LEGEND:

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

**RAMPART  
SURVEYS**

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

PAGE 5 OF 5

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**EXHIBIT "FOREST SERVICE LAND"**

**LEGAL DESCRIPTION – ACCESS EASEMENT:**

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

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

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

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

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

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

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

THENCE S78°11'40"E, A DISTANCE OF 26.94 FEET;

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

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

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

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

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

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

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

PAGE 1 OF 5



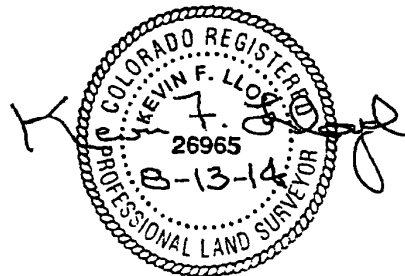
THENCE ALONG THE ARC OF A 89.92 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 69°08'46", AN ARC LENGTH OF 108.52 FEET (THE LONG CHORD OF WHICH BEARS  
 N61°56'36"E, A LONG CHORD DISTANCE OF 102.05 FEET);  
 THENCE S82°45'23"E, A DISTANCE OF 38.06 FEET;  
 THENCE ALONG THE ARC OF A 122.32 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 24°58'14", AN ARC LENGTH OF 53.31 FEET (THE LONG CHORD OF WHICH BEARS  
 N81°51'20"E, A LONG CHORD DISTANCE OF 52.89 FEET);  
 THENCE N71°03'34"E, A DISTANCE OF 55.39 FEET;  
 THENCE N69°45'14"E, A DISTANCE OF 28.15 FEET;  
 THENCE ALONG THE ARC OF A 281.09 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 06°59'33", AN ARC LENGTH OF 34.30 FEET (THE LONG CHORD OF WHICH BEARS  
 N65°42'01"E, A LONG CHORD DISTANCE OF 34.28 FEET);  
 THENCE N60°16'46"E, A DISTANCE OF 27.78 FEET;  
 THENCE N62°28'58"E, A DISTANCE OF 27.34 FEET;  
 THENCE ALONG THE ARC OF A 176.23 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 13°48'12", AN ARC LENGTH OF 42.46 FEET (THE LONG CHORD OF WHICH BEARS  
 N67°40'25"E, A LONG CHORD DISTANCE OF 42.36 FEET);  
 THENCE ALONG THE ARC OF A 190.53 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 18°19'45", AN ARC LENGTH OF 60.95 FEET (THE LONG CHORD OF WHICH BEARS  
 S88°29'29"E, A LONG CHORD DISTANCE OF 60.69 FEET);  
 THENCE S83°11'25"E, A DISTANCE OF 28.72 FEET;  
 THENCE S85°01'57"E, A DISTANCE OF 26.78 FEET;  
 THENCE ALONG THE ARC OF A 194.44 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 14°03'39", AN ARC LENGTH OF 47.72 FEET (THE LONG CHORD OF WHICH BEARS  
 N86°50'23"E, A LONG CHORD DISTANCE OF 47.60 FEET);  
 THENCE ALONG THE ARC OF A 343.25 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 07°25'16", AN ARC LENGTH OF 44.46 FEET (THE LONG CHORD OF WHICH BEARS  
 N83°56'52"E, A LONG CHORD DISTANCE OF 44.43 FEET) TO A POINT ON THE EAST LINE OF SAID  
 SE1/4 SW1/4, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE SOUTHWEST ONE-  
 QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SW1/4  
 SE1/4) OF SAID SECTION 4;  
 THENCE S00°58'26"W ALONG THAT LINE COMMON TO SAID SE1/4 SW1/4 AND SAID SW1/4 SW1/4  
 SE1/4, A DISTANCE OF 11.57 FEET;  
 THENCE S88°14'26"W, A DISTANCE OF 15.20 FEET;  
 THENCE S84°17'10"W, A DISTANCE OF 53.83 FEET;  
 THENCE ALONG THE ARC OF A 260.67 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 11°32'29", AN ARC LENGTH OF 52.51 FEET (THE LONG CHORD OF WHICH BEARS  
 N88°49'42"W, A LONG CHORD DISTANCE OF 52.42 FEET);  
 THENCE N83°11'41"W, A DISTANCE OF 29.39 FEET;  
 THENCE N84°46'02"W, A DISTANCE OF 24.78 FEET;  
 THENCE ALONG THE ARC OF A 95.26 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 28°25'48", AN ARC LENGTH OF 47.27 FEET (THE LONG CHORD OF WHICH BEARS  
 S80°54'15"W, A LONG CHORD DISTANCE OF 46.78 FEET);  
 THENCE ALONG THE ARC OF A 332.85 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 07°25'29", AN ARC LENGTH OF 43.13 FEET (THE LONG CHORD OF WHICH BEARS  
 S64°58'22"W, A LONG CHORD DISTANCE OF 43.10 FEET);  
 THENCE S58°48'05"W, A DISTANCE OF 30.42 FEET;  
 THENCE ALONG THE ARC OF A 159.86 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 10°55'29", AN ARC LENGTH OF 30.48 FEET (THE LONG CHORD OF WHICH BEARS  
 S64°00'00"W, A LONG CHORD DISTANCE OF 30.44 FEET);  
 THENCE S70°22'59"W, A DISTANCE OF 45.20 FEET;  
 THENCE S71°03'56"W, A DISTANCE OF 55.10 FEET;

PAGE 2 OF 5

THENCE ALONG THE ARC OF A 106.72 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°36'33", AN ARC LENGTH OF 47.70 FEET (THE LONG CHORD OF WHICH BEARS S83°09'52"W, A LONG CHORD DISTANCE OF 47.30 FEET);  
 THENCE N83°42'30"W, A DISTANCE OF 44.99 FEET;  
 THENCE ALONG THE ARC OF A 68.66 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°28'46", AN ARC LENGTH OF 61.69 FEET (THE LONG CHORD OF WHICH BEARS S69°13'51"W, A LONG CHORD DISTANCE OF 59.64 FEET);  
 THENCE ALONG THE ARC OF A 135.57 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°42'55", AN ARC LENGTH OF 32.45 FEET (THE LONG CHORD OF WHICH BEARS S40°57'03"W, A LONG CHORD DISTANCE OF 32.38 FEET);  
 THENCE S33°44'08"W, A DISTANCE OF 46.68 FEET;  
 THENCE ALONG THE ARC OF A 155.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°27'20", AN ARC LENGTH OF 101.43 FEET (THE LONG CHORD OF WHICH BEARS S54°10'57"W, A LONG CHORD DISTANCE OF 99.63 FEET);  
 THENCE ALONG THE ARC OF A 703.98 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°24'06", AN ARC LENGTH OF 103.23 FEET (THE LONG CHORD OF WHICH BEARS S80°56'15"W, A LONG CHORD DISTANCE OF 103.14 FEET);  
 THENCE S85°55'01"W, A DISTANCE OF 50.35 FEET;  
 THENCE ALONG THE ARC OF A 689.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°21'41", AN ARC LENGTH OF 88.62 FEET (THE LONG CHORD OF WHICH BEARS S83°25'36"W, A LONG CHORD DISTANCE OF 88.56 FEET);  
 THENCE S76°15'08"W, A DISTANCE OF 38.11 FEET;  
 THENCE ALONG THE ARC OF A 120.61 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°11'37", AN ARC LENGTH OF 53.03 FEET (THE LONG CHORD OF WHICH BEARS S88°13'14"W, A LONG CHORD DISTANCE OF 52.61 FEET);  
 THENCE N78°22'22"W, A DISTANCE OF 19.98 FEET;  
 THENCE ALONG THE ARC OF A 107.10 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°24'04", AN ARC LENGTH OF 144.68 FEET (THE LONG CHORD OF WHICH BEARS S65°35'56"W, A LONG CHORD DISTANCE OF 133.93 FEET);  
 THENCE ALONG THE ARC OF A 268.22 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°54'26", AN ARC LENGTH OF 107.24 FEET (THE LONG CHORD OF WHICH BEARS S14°10'25"W, A LONG CHORD DISTANCE OF 106.52 FEET) TO A POINT ON THE SOUTH LINE OF SAID SE1/4 SW1/4, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF LOT 1 OF SAID GLEA'S SUBDIVISION;  
 THENCE N88°50'58"W ALONG THAT LINE COMMON TO SAID SE1/4 SW1/4 AND SAID LOT 1, A DISTANCE OF 9.45 FEET TO THE POINT OF BEGINNING.

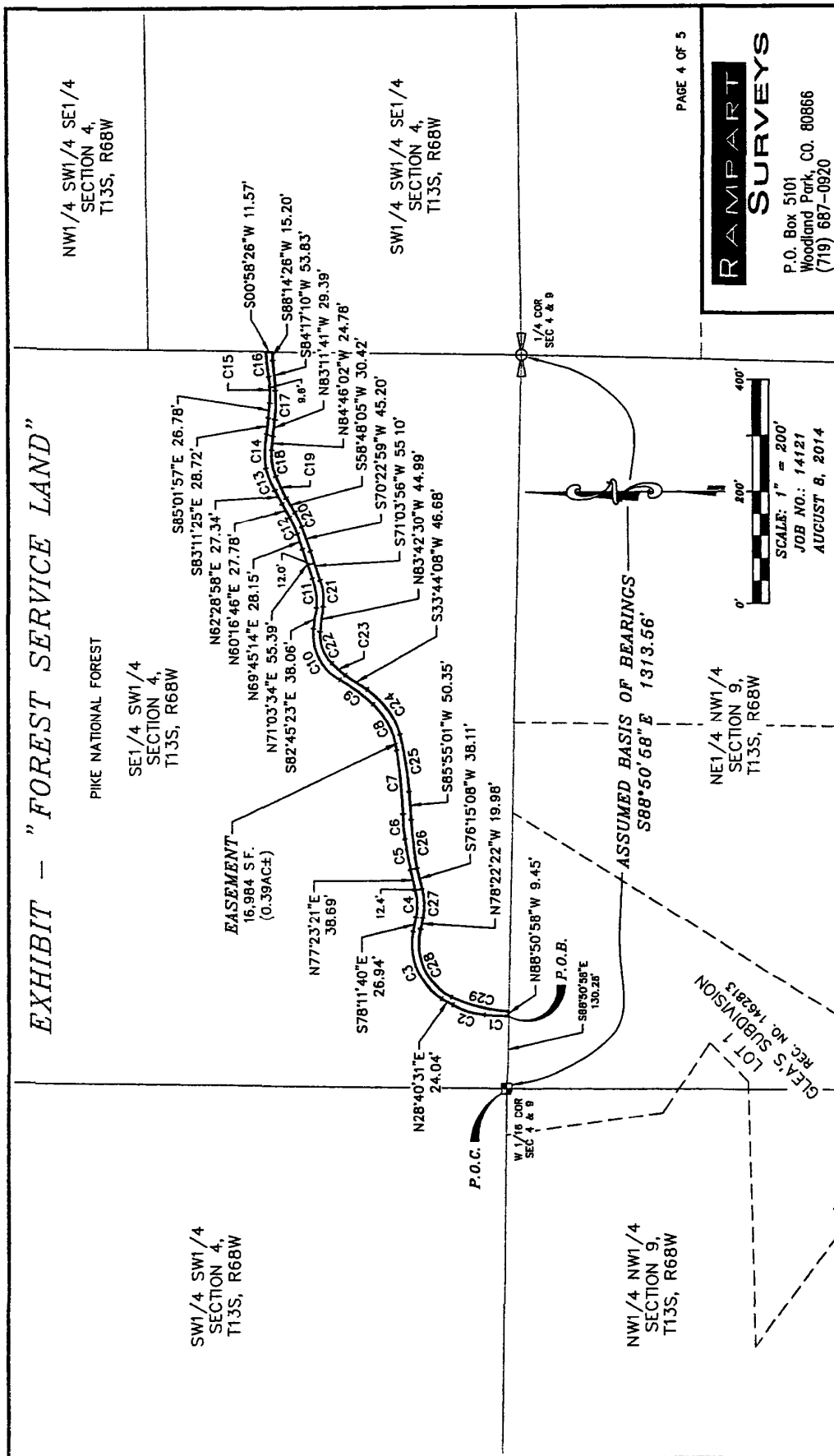
SAID EASEMENT CONTAINS 16,984 SQUARE FEET (0.39 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:  
 KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965  
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 WOODLAND PARK, COLORADO 80866  
 719-687-0920



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# EXHIBIT "FOREST SERVICE LAND"

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BRC.
C1	08°59'07"	276.47'	43.36'	N04°21'16"E
C2	24°33'17"	140.24'	60.10'	N17°13'55"E
C3	65°54'56"	119.93'	137.97'	N66°58'22"E
C4	25°31'14"	108.16'	48.18'	N88°25'14"E
C5	07°27'54"	431.37'	56.20'	N79°44'34"E
C6	09°59'03"	260.38'	45.37'	N85°41'13"E
C7	07°26'36"	875.44'	113.73'	N84°10'56"E
C8	37°47'28"	144.15'	95.08'	N63°42'39"E
C9	13°20'10"	315.95'	73.54'	N36°26'53"E
C10	69°08'46"	89.92'	108.52'	N61°56'36"E
C11	24°58'14"	122.32'	53.31'	N81°51'20"E
C12	06°59'33"	281.09'	34.30'	N65°42'01"E
C13	13°48'12"	176.23'	42.46'	N67°40'25"E
C14	18°19'45"	190.53'	60.95'	S88°29'29"E
C15	14°03'39"	194.44'	47.72'	N86°50'23"E
C16	07°25'16"	343.25'	44.46'	N83°56'52"E
C17	11°32'29"	260.67'	52.51'	N88°49'42"W
C18	28°25'48"	95.26'	47.27'	S80°54'15"W
C19	07°25'29"	332.85'	43.13'	S64°58'22"W
C20	10°55'29"	159.86'	30.48'	S64°00'00"W
C21	25°36'33"	106.72'	47.70'	S83°09'52"W
C22	51°28'46"	68.66'	61.69'	S69°13'51"W
C23	13°42'55"	135.57'	32.45'	S40°57'03"W
C24	37°27'20"	155.15'	101.43'	S54°10'57"W
C25	08°24'06"	703.98'	103.23'	S80°56'15"W
C26	07°21'41"	689.79'	88.62'	S83°25'36"W
C27	25°11'37"	120.61'	53.03'	S88°13'14"W
C28	77°24'04"	107.10'	144.68'	S65°35'56"W
C29	22°54'26"	268.22'	107.24'	S14°10'25"W

## LEGEND:

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

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**EXHIBIT "C"**

**LEGAL DESCRIPTION – ACCESS EASEMENT:**

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

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

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

THENCE N00°58'26"E CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 11.57 FEET;  
THENCE ALONG THE ARC OF A 215.06 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°43'36", AN ARC LENGTH OF 66.54 FEET (THE LONG CHORD OF WHICH BEARS S84°30'24"E, A LONG CHORD DISTANCE OF 66.27 FEET);  
THENCE ALONG THE ARC OF A 747.69 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°59'08", AN ARC LENGTH OF 65.06 FEET (THE LONG CHORD OF WHICH BEARS S74°38'45"E, A LONG CHORD DISTANCE OF 65.04 FEET);  
THENCE S70°33'31"E, A DISTANCE OF 59.57 FEET;  
THENCE ALONG THE ARC OF A 77.65 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°50'19", AN ARC LENGTH OF 52.64 FEET (THE LONG CHORD OF WHICH BEARS N89°51'41"E, A LONG CHORD DISTANCE OF 51.63 FEET);  
THENCE ALONG THE ARC OF A 179.62 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°27'24", AN ARC LENGTH OF 51.59 FEET (THE LONG CHORD OF WHICH BEARS N63°03'01"E, A LONG CHORD DISTANCE OF 51.41 FEET);  
THENCE N57°08'13"E, A DISTANCE OF 71.07 FEET;  
THENCE ALONG THE ARC OF A 526.20 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°30'26", AN ARC LENGTH OF 133.23 FEET (THE LONG CHORD OF WHICH BEARS N50°03'35"E, A LONG CHORD DISTANCE OF 132.88 FEET);  
THENCE N41°11'02"E, A DISTANCE OF 108.94 FEET;  
THENCE N51°29'05"E, A DISTANCE OF 58.58 FEET;  
THENCE ALONG THE ARC OF A 578.90 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°35'55", AN ARC LENGTH OF 56.57 FEET (THE LONG CHORD OF WHICH BEARS N58°34'22"E, A LONG CHORD DISTANCE OF 56.54 FEET);  
THENCE ALONG THE ARC OF A 94.72 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°11'37", AN ARC LENGTH OF 33.38 FEET (THE LONG CHORD OF WHICH BEARS N66°41'58"E, A LONG CHORD DISTANCE OF 33.21 FEET);  
THENCE ALONG THE ARC OF A 74.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°56'27", AN ARC LENGTH OF 42.77 FEET (THE LONG CHORD OF WHICH BEARS N88°58'04"E, A LONG CHORD DISTANCE OF 42.19 FEET);  
THENCE S76°26'39"E, A DISTANCE OF 38.76 FEET;

PAGE 1 OF 6

THENCE ALONG THE ARC OF A 79.77 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 39°03'38", AN ARC LENGTH OF 54.38 FEET (THE LONG CHORD OF WHICH BEARS  
 N86°50'29"E, A LONG CHORD DISTANCE OF 53.34 FEET);  
 THENCE ALONG THE ARC OF A 594.32 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 06°13'06", AN ARC LENGTH OF 64.50 FEET (THE LONG CHORD OF WHICH BEARS  
 N56°24'28"E, A LONG CHORD DISTANCE OF 64.47 FEET);  
 THENCE ALONG THE ARC OF A 308.83 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 12°37'09", AN ARC LENGTH OF 68.02 FEET (THE LONG CHORD OF WHICH BEARS  
 N63°29'55"E, A LONG CHORD DISTANCE OF 67.88 FEET);  
 THENCE ALONG THE ARC OF A 102.93 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 22°38'36", AN ARC LENGTH OF 40.68 FEET (THE LONG CHORD OF WHICH BEARS  
 N56°05'09"E, A LONG CHORD DISTANCE OF 40.41 FEET);  
 THENCE ALONG THE ARC OF A 84.51 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 30°33'05", AN ARC LENGTH OF 45.06 FEET (THE LONG CHORD OF WHICH BEARS  
 N26°42'28"E, A LONG CHORD DISTANCE OF 44.53 FEET);  
 THENCE N12°44'22"E, A DISTANCE OF 21.67 FEET;  
 THENCE N06°51'17"E, A DISTANCE OF 16.27 FEET;  
 THENCE N05°05'39"E, A DISTANCE OF 31.24 FEET;  
 THENCE N04°10'58"W, A DISTANCE OF 9.26 FEET;  
 THENCE N14°15'28"W, A DISTANCE OF 22.80 FEET;  
 THENCE N17°02'29"W, A DISTANCE OF 20.64 FEET;  
 THENCE N22°21'12"W, A DISTANCE OF 26.18 FEET;  
 THENCE ALONG THE ARC OF A 52.38 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 43°37'32", AN ARC LENGTH OF 39.88 FEET (THE LONG CHORD OF WHICH BEARS  
 N38°11'37"W, A LONG CHORD DISTANCE OF 38.92 FEET);  
 THENCE N60°07'11"W, A DISTANCE OF 19.56 FEET;  
 THENCE ALONG THE ARC OF A 85.05 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 21°57'53", AN ARC LENGTH OF 32.60 FEET (THE LONG CHORD OF WHICH BEARS  
 N84°09'26"W, A LONG CHORD DISTANCE OF 32.41 FEET);  
 THENCE S78°05'32"W, A DISTANCE OF 12.74 FEET;  
 THENCE ALONG THE ARC OF A 35.36 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 52°35'16", AN ARC LENGTH OF 32.45 FEET (THE LONG CHORD OF WHICH BEARS  
 N82°06'27"W, A LONG CHORD DISTANCE OF 31.33 FEET);  
 THENCE ALONG THE ARC OF A 44.68 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 62°48'09", AN ARC LENGTH OF 48.97 FEET (THE LONG CHORD OF WHICH BEARS  
 N22°14'37"W, A LONG CHORD DISTANCE OF 46.56 FEET);  
 THENCE N12°36'54"E, A DISTANCE OF 53.98 FEET;  
 THENCE ALONG THE ARC OF A 32.83 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 49°40'53", AN ARC LENGTH OF 28.47 FEET (THE LONG CHORD OF WHICH BEARS  
 N11°17'18"W, A LONG CHORD DISTANCE OF 27.59 FEET);  
 THENCE N36°31'00"W, A DISTANCE OF 24.25 FEET;  
 THENCE ALONG THE ARC OF A 136.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 15°33'31", AN ARC LENGTH OF 37.00 FEET (THE LONG CHORD OF WHICH BEARS  
 N28°19'56"W, A LONG CHORD DISTANCE OF 36.89 FEET);  
 THENCE ALONG THE ARC OF A 1498.36 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A  
 CENTRAL ANGLE OF 04°01'12", AN ARC LENGTH OF 105.13 FEET (THE LONG CHORD OF WHICH  
 BEARS N15°17'43"W, A LONG CHORD DISTANCE OF 105.11 FEET);  
 THENCE N14°56'22"W, A DISTANCE OF 33.06 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4  
 SE1/4, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER  
 OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 4;  
 THENCE N89°57'28"E ALONG THAT LINE COMMON TO SAID SW1/4 SE1/4 AND SAID NW1/4 SE1/4, A  
 DISTANCE OF 9.45 FEET;

PAGE 2 OF 6

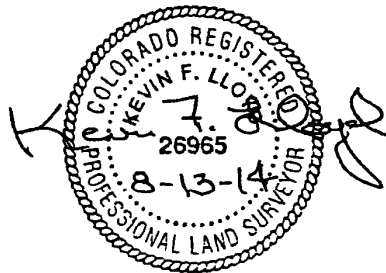
THENCE S15°27'36"E, A DISTANCE OF 124.48 FEET;  
 THENCE ALONG THE ARC OF A 143.25 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 18°39'54", AN ARC LENGTH OF 46.67 FEET (THE LONG CHORD OF WHICH BEARS  
 S24°12'10"E, A LONG CHORD DISTANCE OF 46.46 FEET);  
 THENCE S35°51'26"E, A DISTANCE OF 25.14 FEET;  
 THENCE ALONG THE ARC OF A 49.47 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 45°31'41", AN ARC LENGTH OF 39.31 FEET (THE LONG CHORD OF WHICH BEARS  
 S12°27'18"E, A LONG CHORD DISTANCE OF 38.28 FEET);  
 THENCE S13°47'09"W, A DISTANCE OF 47.23 FEET;  
 THENCE ALONG THE ARC OF A 35.32 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 59°40'55", AN ARC LENGTH OF 36.79 FEET (THE LONG CHORD OF WHICH BEARS  
 S20°18'00"E, A LONG CHORD DISTANCE OF 35.15 FEET);  
 THENCE ALONG THE ARC OF A 31.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 39°34'27", AN ARC LENGTH OF 21.96 FEET (THE LONG CHORD OF WHICH BEARS  
 S80°39'15"E, A LONG CHORD DISTANCE OF 21.52 FEET);  
 THENCE N79°52'00"E, A DISTANCE OF 21.02 FEET;  
 THENCE ALONG THE ARC OF A 71.08 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 56°36'02", AN ARC LENGTH OF 70.22 FEET (THE LONG CHORD OF WHICH BEARS  
 S69°39'25"E, A LONG CHORD DISTANCE OF 67.40 FEET);  
 THENCE ALONG THE ARC OF A 155.01 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 21°42'15", AN ARC LENGTH OF 58.72 FEET (THE LONG CHORD OF WHICH BEARS  
 S27°13'44"E, A LONG CHORD DISTANCE OF 58.37 FEET);  
 THENCE ALONG THE ARC OF A 172.49 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 18°40'47", AN ARC LENGTH OF 56.24 FEET (THE LONG CHORD OF WHICH BEARS  
 S10°35'04"E, A LONG CHORD DISTANCE OF 55.99 FEET);  
 THENCE ALONG THE ARC OF A 833.57 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 03°39'04", AN ARC LENGTH OF 53.12 FEET (THE LONG CHORD OF WHICH BEARS  
 S04°16'50"W, A LONG CHORD DISTANCE OF 53.11 FEET);  
 THENCE S12°42'53"W, A DISTANCE OF 11.96 FEET;  
 THENCE ALONG THE ARC OF A 147.95 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 19°01'34", AN ARC LENGTH OF 49.13 FEET (THE LONG CHORD OF WHICH BEARS  
 S18°22'54"W, A LONG CHORD DISTANCE OF 48.91 FEET);  
 THENCE ALONG THE ARC OF A 101.48 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 22°45'30", AN ARC LENGTH OF 40.31 FEET (THE LONG CHORD OF WHICH BEARS  
 S52°16'17"W, A LONG CHORD DISTANCE OF 40.05 FEET);  
 THENCE ALONG THE ARC OF A 1351.53 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 02°08'47", AN ARC LENGTH OF 50.63 FEET (THE LONG CHORD OF WHICH BEARS  
 S65°45'05"W, A LONG CHORD DISTANCE OF 50.62 FEET);  
 THENCE S62°09'01"W, A DISTANCE OF 29.38 FEET;  
 THENCE S54°52'46"W, A DISTANCE OF 30.72 FEET;  
 THENCE S57°19'50"W, A DISTANCE OF 26.23 FEET;  
 THENCE ALONG THE ARC OF A 83.78 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 30°01'35", AN ARC LENGTH OF 43.91 FEET (THE LONG CHORD OF WHICH BEARS  
 S73°47'21"W, A LONG CHORD DISTANCE OF 43.41 FEET);  
 THENCE ALONG THE ARC OF A 114.82 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 18°47'56", AN ARC LENGTH OF 37.67 FEET (THE LONG CHORD OF WHICH BEARS  
 N81°22'32"W, A LONG CHORD DISTANCE OF 37.50 FEET);  
 THENCE N72°53'25"W, A DISTANCE OF 17.64 FEET;  
 THENCE ALONG THE ARC OF A 97.13 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 38°14'11", AN ARC LENGTH OF 64.82 FEET (THE LONG CHORD OF WHICH BEARS  
 S88°07'46"W, A LONG CHORD DISTANCE OF 63.62 FEET);  
 THENCE S65°03'43"W, A DISTANCE OF 6.91 FEET;  
 THENCE S57°38'48"W, A DISTANCE OF 13.16 FEET;

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THENCE S57°15'50"W, A DISTANCE OF 54.08 FEET;  
 THENCE ALONG THE ARC OF A 390.58 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 13°15'29", AN ARC LENGTH OF 90.38 FEET (THE LONG CHORD OF WHICH BEARS  
 S46°57'09"W, A LONG CHORD DISTANCE OF 90.18 FEET);  
 THENCE S41°04'10"W, A DISTANCE OF 78.14 FEET;  
 THENCE ALONG THE ARC OF A 459.66 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 14°51'20", AN ARC LENGTH OF 119.18 FEET (THE LONG CHORD OF WHICH BEARS  
 S49°36'29"W, A LONG CHORD DISTANCE OF 118.85 FEET);  
 THENCE S57°13'53"W, A DISTANCE OF 93.60 FEET;  
 THENCE ALONG THE ARC OF A 164.45 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 15°44'57", AN ARC LENGTH OF 45.20 FEET (THE LONG CHORD OF WHICH BEARS  
 S65°08'46"W, A LONG CHORD DISTANCE OF 45.06 FEET);  
 THENCE ALONG THE ARC OF A 96.85 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 33°53'35", AN ARC LENGTH OF 57.29 FEET (THE LONG CHORD OF WHICH BEARS  
 N87°57'28"W, A LONG CHORD DISTANCE OF 56.46 FEET);  
 THENCE N70°08'13"W, A DISTANCE OF 46.69 FEET;  
 THENCE ALONG THE ARC OF A 685.53 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 08°03'53", AN ARC LENGTH OF 96.49 FEET (THE LONG CHORD OF WHICH BEARS  
 N75°13'06"W, A LONG CHORD DISTANCE OF 96.41 FEET);  
 THENCE ALONG THE ARC OF A 277.07 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
 ANGLE OF 09°09'40", AN ARC LENGTH OF 44.30 FEET (THE LONG CHORD OF WHICH BEARS  
 N87°54'46"W, A LONG CHORD DISTANCE OF 44.25 FEET) TO THE POINT OF BEGINNING.

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

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

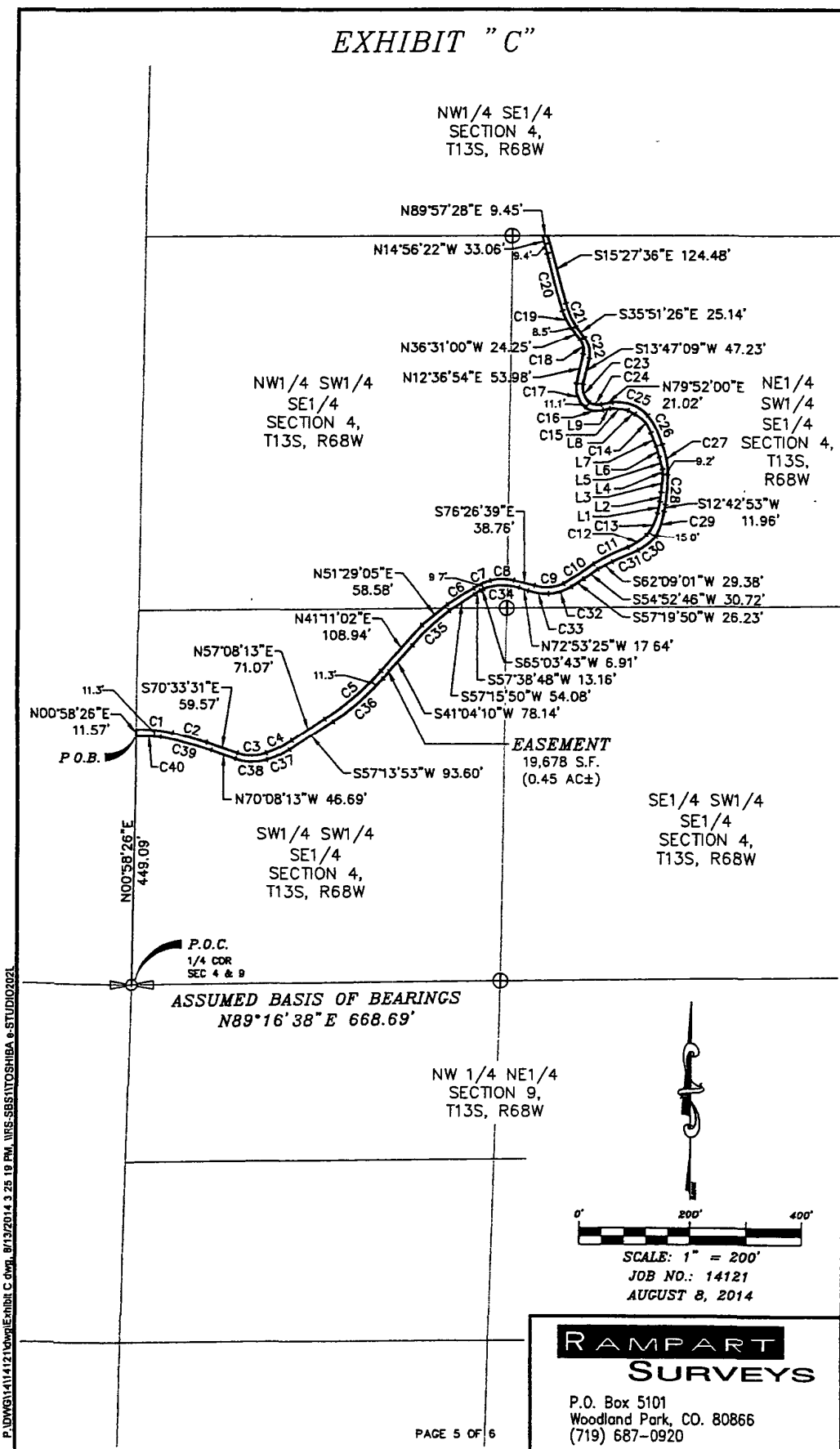


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# EXHIBIT "C"



# EXHIBIT "C"

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

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

## LEGEND:

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

## RAMPART SURVEYS

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(719) 687-0920

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**EXHIBIT 5**  
**LEGAL DESCRIPTION OF THE SPUR ROAD**

**EXHIBIT "D"**

**LEGAL DESCRIPTION – ACCESS EASEMENT:**

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

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NE1/4 SW1/4 SE1/4) OF SAID SECTION 4, AS MONUMENTED BY A 3/4" REBAR (NO CAP), FROM WHICH THE SOUTHEAST CORNER OF SAID NE1/4 SW1/4 SE1/4, AS MONUMENTED BY A 3/4" REBAR (NO CAP) BEARS N89°35'17"E, A DISTANCE OF 666.09 FEET, AND IS THE BASIS OF BEARINGS USED HEREIN;

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

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

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

THENCE ALONG THE ARC OF A 224.12 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°48'23", AN ARC LENGTH OF 34.45 FEET (THE LONG CHORD OF WHICH BEARS S47°01'30"W, A LONG CHORD DISTANCE OF 34.41 FEET);

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

THENCE ALONG THE ARC OF A 265.05 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°03'06", AN ARC LENGTH OF 51.12 FEET (THE LONG CHORD OF WHICH BEARS S45°50'49"W, A LONG CHORD DISTANCE OF 51.05 FEET);

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

THENCE S44°14'51"W, A DISTANCE OF 51.36 FEET;

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

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

PAGE 1 OF 3

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

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

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

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

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

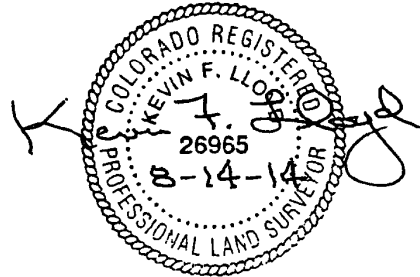
THENCE N55°32'49"E, A DISTANCE OF 17.16 FEET;

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

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

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

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



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PAGE 2 OF 3

# EXHIBIT "D"

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

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

NE1/4 SW1/4 SE1/4  
SECTION 4,  
T13S, R68W

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

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

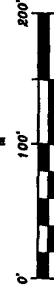
SE1/4 SW1/4 SE1/4  
SECTION 4,  
T13S, R68W

ASSUMED BASIS OF BEARINGS  
N89°35'17"E 666.09'

UNPLATTED  
(REC. NO. 213059190)

## LEGEND:

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



**RAMPART SURVEYS**

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

## **BARGAIN AND SALE DEED**

THIS DEED, made this 24<sup>th</sup> day of July, 2019, between **DEAN SMISCHNY A/K/A GWYN D. SMISCHNY** whose legal address is 825 5<sup>th</sup> Street SE, Pelican Rapids, MN 56572, ("Grantor"), and the **GWYN DEAN SMISCHNY TRUST UNDER AGREEMENT DATED APRIL 11, 2018**, whose legal address is 825 5<sup>th</sup> Street SE, Pelican Rapids, MN 56572, ("Grantee").

WITNESSETH, that Grantor, for and in consideration of less than ten (\$10) dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold and conveyed, and by these presents does sell and convey, unto Grantee, and Grantee's successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso, and State of Colorado, the property described as follows:

**SEE ATTACHED EXHIBIT A**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise thereunto appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, the Grantee's heirs, successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

By: [Signature]  
Dean Smischny A/K/A Gwyn D. Smischny

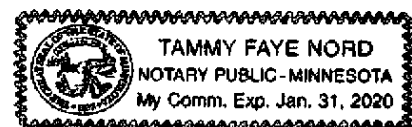
STATE OF MINNESOTA )  
COUNTY OF OTTER TAIL ) ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2019, by **DEAN SMISCHNY A/K/A GWYN D. SMISCHNY**.

Witness my hand and official seal.

My commission expires: 1-31-2020

Tammy Faye Nord  
Notary Public



Attached to and made a part of the Bargain and Sale Deed dated 7-24-19 between Dean Smischny A/K/A Gwyn D. Smischny and the Gwyn Dean Smischny Trust Under Agreement Dated April 11, 2018.

**EXHIBIT A**

**PARCEL I:**

**THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.**

**EXCEPT THAT PART DESCRIBED IN DEED RECORDED APRIL 19, 1954 IN BOOK 1425 AT PAGE 506, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9 IN TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 1106.7 FEET ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ANGLE RIGHT 90° EAST 754.7 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE NORTH 39°41' EAST 250 FEET; THENCE NORTH 43°03' WEST 300 FEET; THENCE SOUTH 55°04' WEST 250.4 FEET; THENCE SOUTH 43°03' EAST 367 FEET TO THE POINT OF BEGINNING.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED MAY 26, 1954 IN BOOK 1431 AT PAGE 604.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED NOVEMBER 9, 1954 IN BOOK 1462 AT PAGE 622.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED FEBRUARY 14, 1955 IN BOOK 1481 AT PAGE 250.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED AUGUST 19, 1994 IN BOOK 6510 AT PAGE 531.**

**AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED MARCH 7, 2007 UNDER RECEPTION NO. 207031524.**

**PARCEL II:**

**A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SAID SECTION 9, RUN NORTH 1735.6 FEET ON THE WEST LINE OF THE SAID NORTHWEST QUARTER; THENCE ANGLE RIGHT 90°00' AND RUN EAST 290.6 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°57' EAST 405.8 FEET; THENCE NORTH 55°04' EAST 150.6 FEET; THENCE NORTH 43°03' WEST 409.3 FEET; THENCE SOUTH 55°28' WEST 93.0 FEET TO THE POINT OF BEGINNING.**



**QUIT CLAIM DEED #2**

Know all Men by these Presents, That Dean Smischny, hereafter known as Grantor, of the County of Otter Tail and State of Minnesota, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to Dean Smischny, of the County of Otter Tail and State of Minnesota, the following Real Property situate in the County of El Paso and State of Colorado to wit:

The following definitions will apply to this document:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

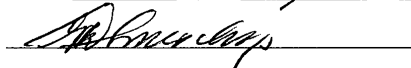
Parcel #1: NW ¼ NW ¼ NW ¼ in Section 9, as shown on page 1 of the above referenced survey, minus the property recorded in Book 6510 page 531 in the El Paso County Clerk and Recorder office that lies within NW ¼ NW ¼ NW ¼ of Section 9.

Parcel #2: 5.2714+- Acres parcel in SW ¼ NW ¼ NW ¼ of Section 9 as shown on Page 1 of the above referenced survey, including the triangular piece that lies northeast of the northeastern boundary of the parcel recorded in book 6510 page 531 in the El Paso County Clerk and Recorder office having 0.0792 +- Acres.

Parcel #3 The 1.1418+- Acres recorded in Book 1462 Pages 619-621 in the El Paso County Clerk and Recorder office and shown on Page 1 of the above referenced survey.

with all its appurtenances subject to

Signed and delivered this 5 day of Aug, 20 11



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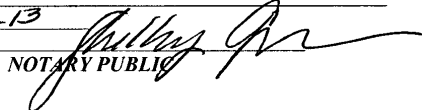
**STATE OF MINNESOTA**

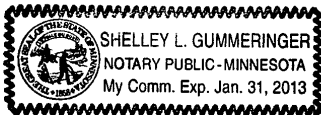
County of, OTTER TAIL ss.

The foregoing instrument was acknowledged before me this 5TH day of AUGUST, 20 11.

by DEAN SMISCHNY

Witness my hand and official seal, My commission expires 1-31-13

  
NOTARY PUBLIC



## QUIT CLAIM DEED

Know all Men by these Presents, That Lucky 4 BL72, LLC, hereafter known as Grantor of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny, hereafter known as Grantee, of the County of Otter Tail and State of Minnesota, the following Real Property situate in the County of El Paso and State of Colorado to wit:

The following definitions will apply to this document:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045, Survey performed by Teller County Land Surveying

The attached AGREEMENT, RESERVATION OF RIGHTS AND COVENANTS is hereby incorporated into and forms a part of this Deed by this reference as fully as if set forth herein in its entirety.

The unencumbered 50% interest of the following described parcel owned in common by G. D. Smischny and Lucky 4 BL72, LLC in Section 9 to G. D. Smischny:

In SW ¼ NW ¼ NW ¼ of Section 9 as shown on page 1 of the above referenced survey, containing 5.2714 +- acres, including the triangular piece in SW ¼ NW ¼ NW ¼ that lies northeast of the northeastern boundary of the parcel recorded in book 6510 page 531 in the El Paso County Clerk and Recorder's office and shown on page 1 of the above referenced survey having 0.0792 +- Acres.

If this property, within its boundaries, has existing mineral and/or Water rights, in accordance with Colorado State and local laws, then these rights, in their entirety, will flow with the land, Further these rights will not extend beyond the boundaries of the deeded property, regardless of current or prior usage or agreements and will not effect or have claim to mineral or water sources on other properties.

Signed and delivered this 2 day of Jul, 2012

Cecil D. Smischny Manager

STATE OF COLORADO

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.  
by Cecil D. Smischny, Manager, Lucky 4 BL72, LLC

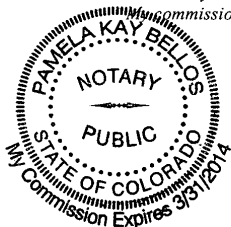
Witness my hand and official seal  
My Commission Expires 3/31/2014

Pamela Kay Bell  
NOTARY PUBLIC

WAYNE W. WILLIAMS  
07/03/2012 12:57:40  
Doc: \$0.00 Page  
Rec \$11.00 1 of 1

El Paso County, CO

212075613



## QUIT CLAIM DEED

Know all Men by these Presents, That Lucky 4 BL72, LLC, hereafter known as Grantor of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as G. Dean Smischny, also known as Dean Smischny, also known as Gwyn Dean Smischny, hereafter known as Grantee, of the County of Otter Tail and State of Minnesota, the following Real Property situate in the County of El Paso and State of Colorado to wit:

The following definitions will apply to this document:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

The unencumbered 50% interest of the following parcels owned in common by G. D. Smischny and Lucky 4 BL72, LLC in Section 9 as shown on pages 1 and 2 of the above referenced survey to G. D. Smischny:

NW ¼ NW ¼ NW ¼,  
SW ¼ SE ¼ NW ¼,  
SE ¼ SE ¼ NW ¼.

WAYNE W. WILLIAMS

07/02/2012 02:02:34 PM

Doc \$0.00 Page

Rec \$11.00 1 of 1

El Paso County, CO



212075061

If this property, within its boundaries, has existing mineral and/or Water rights, in accordance with Colorado State and local laws, then these rights, in their entirety, will flow with the land, Further these rights will not extend beyond the boundaries of the deeded property, regardless of current or prior usage or agreements and will not effect or have claim to mineral or water sources on other properties

Signed and delivered this 2 day of Jul, 2012

Cecil D. Smischny Manager

STATE OF COLORADO

County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.

Cecil D. Smischny, Manager Lucky 4 BL72, LLC

I, Pamela Kay Bello, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me and my hand and official seal.

My commission expires 3/31/2014

Pamela Kay Bello

## QUIT CLAIM DEED

Know all Men by these Presents, That Lucky 4 BL72, LLC, hereafter known as Grantor of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyn Dean Smischny, hereafter known as Grantee, of the County of Otter Tail and State of Minnesota, the following Real Property situate in the County of El Paso and State of Colorado to wit:

The following definitions will apply to this document:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado,

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045, Survey performed by Teller County Land Surveying

The attached AGREEMENT, RESERVATION OF RIGHTS AND COVENANTS is hereby incorporated into and forms a part of this Deed by this reference as fully as if set forth herein in its entirety.

The unencumbered 50% interest of the following described parcel owned in common by G. D. Smischny and Lucky 4 BL72, LLC in Section 9 to G. D. Smischny:

In SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 9 as shown on page 1 of the above referenced survey, containing 5.2714 +- acres, including the triangular piece in SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  that lies northeast of the northeastern boundary of the parcel recorded in book 6510 page 531 in the El Paso County Clerk and Recorder's office and shown on page 1 of the above referenced survey having 0.0792 +- Acres.

If this property, within its boundaries, has existing mineral and/or Water rights, in accordance with Colorado State and local laws, then these rights, in their entirety, will flow with the land, Further these rights will not extend beyond the boundaries of the deeded property, regardless of current or prior usage or agreements and will not effect or have claim to mineral or water sources on other properties.

Signed and delivered this 2 day of Jul, 2012

Cecil D. Smischny Manager

STATE OF COLORADO

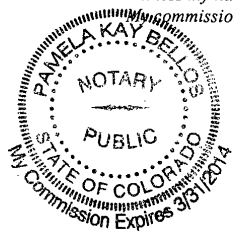
County of El Paso ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2012.

by Cecil D. Smischny, Manager, Lucky 4 BL72, LLC

Witness my hand and official seal

My Commission expires 3/31/2014



Pamela Kay Bello  
NOTARY PUBLIC

WAYNE W. WILLIAMS

07/02/2012 02:02:34 PM

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Page

Rec \$16.00

1 of 2

El Paso County, CO



212075060

EXHIBIT "A" to AGREEMENT, RESERVATION OF RIGHTS AND COVENANTS

The following definitions will apply to this document:

Section 9: Section 9, Township 13S, Range 68W of the 6<sup>th</sup> P.M., El Paso County Colorado

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6<sup>th</sup> P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying.

The parcel in SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 9 as shown on page 1 of the above referenced survey, containing 5.2714 +- acres.

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1980 AUG 26 PM 2:39

BOOK 3344 PAGE 677

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

THIS DEED, Made this 16th day of August, 1980,  
between Lawrence B. Doty and Edna A. Doty  
1219 Cumberland  
Colorado Springs, Co 80903  
of the said County of El Paso and State of  
Colorado, of the first part, and Dean Smischny  
6621 So. High  
Littleton CO. 80121  
of the said County of El Paso and State of  
Colorado, of the second part:

FILING STAMP

STATE DOCUMENTARY

AUG 26 1980

FEE \$ 30<sup>00</sup>

WITNESSETH, that the said party of the first part, for and in consideration of the sum of

Three Thousand (\$3000.00)

DOLLARS

and other good and valuable considerations to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the said County of El Paso and State of Colorado, to wit:

A portion of the Northwest Quarter of Section 9, Township 13 South, Range 68 West of the 6th Principle Meridian, El Paso County, Colorado, described as follows, to-wit: From the Southwest corner of the Northwest Quarter of the said Section 9, run North 1735.6 feet on the West line of the said Northwest Quarter, thence angle right 90° 00' and run East 290.6 feet to the point of beginning; thence South 34° 57' East 405.8 feet; thence North 55° 04' East 150.6 feet; thence North 43° 03' West 409.3 feet; thence South 55° 28' west 93.0 feet to the point of beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except 1980 taxes and subsequent years, easements, restrictions, reservations, exceptions and rights of way of record,

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Phillip A. Doty*

*Lawrence B. Doty*

[SEAL]

*Edna A. Doty*

[SEAL]

[SEAL]

STATE OF COLORADO

County of El Paso

ss.

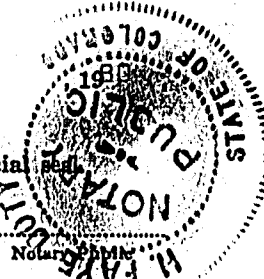
The foregoing instrument was acknowledged before me this 16th day of August  
by\* Lawrence B. Doty and Edna A. Doty

My Commission expires 2-22-82

Witness my hand and official seal

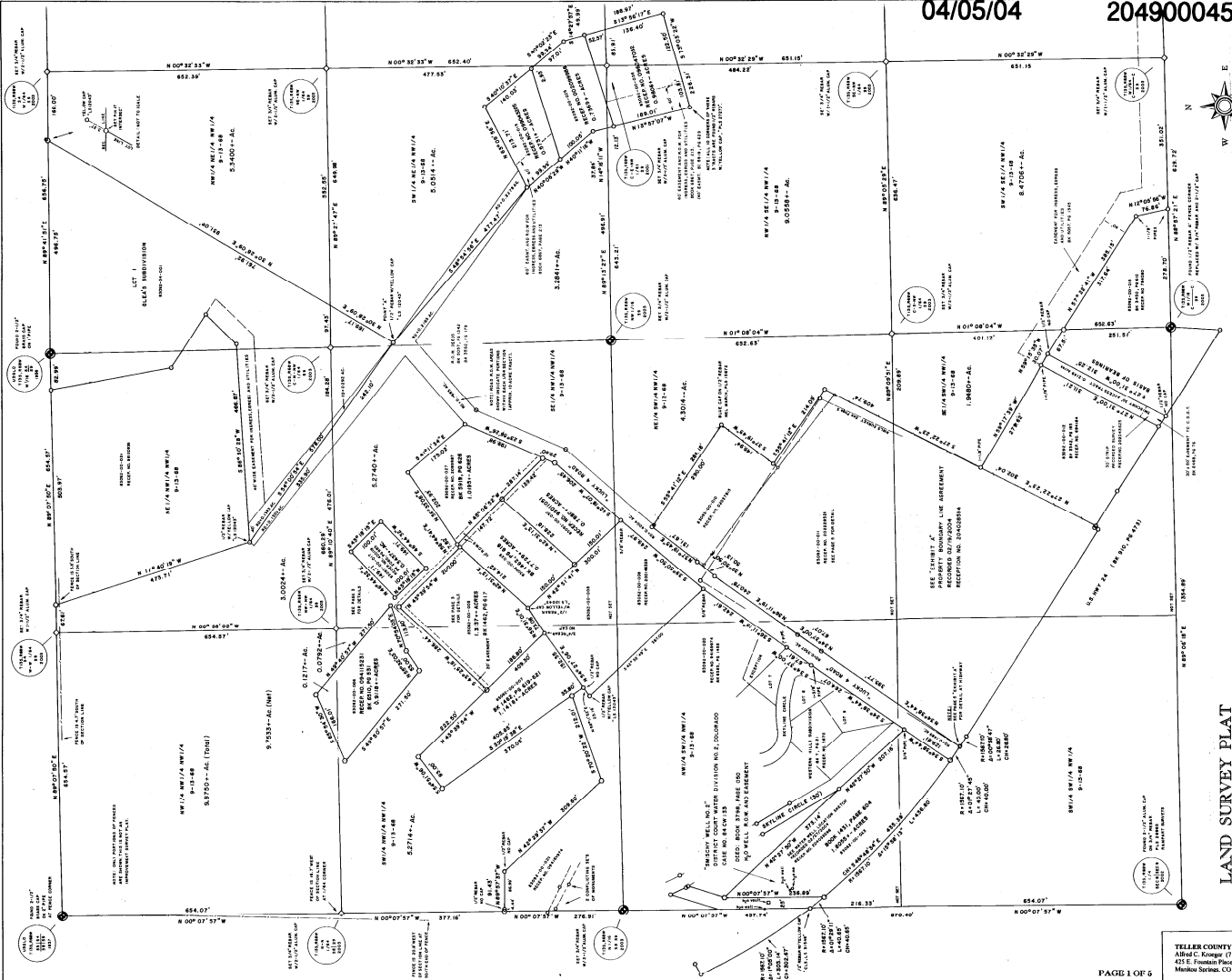
*H. Faye Doty*

H. Faye Doty



No. 921A. WARRANTY DEED.—To Joint Tenants.

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it. Statutory Acknowledgment, Sec. 118-6-1 Colorado Revised Statutes 1963.



04/05/04 204900045



NOTES

1. Being Bids: The record bearing of 8 1/2° 31' 30\"/>

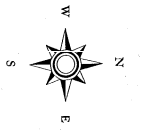
**LAND SURVEY PLAT**  
OF THE SHERIDAN PROPERTIES IN SECTIONS 4 AND 9, T.15 S.  
R. 68 W. OF THE 6<sup>TH</sup> P.M., EL PASO COUNTY, COLORADO.

CERTIFICATION

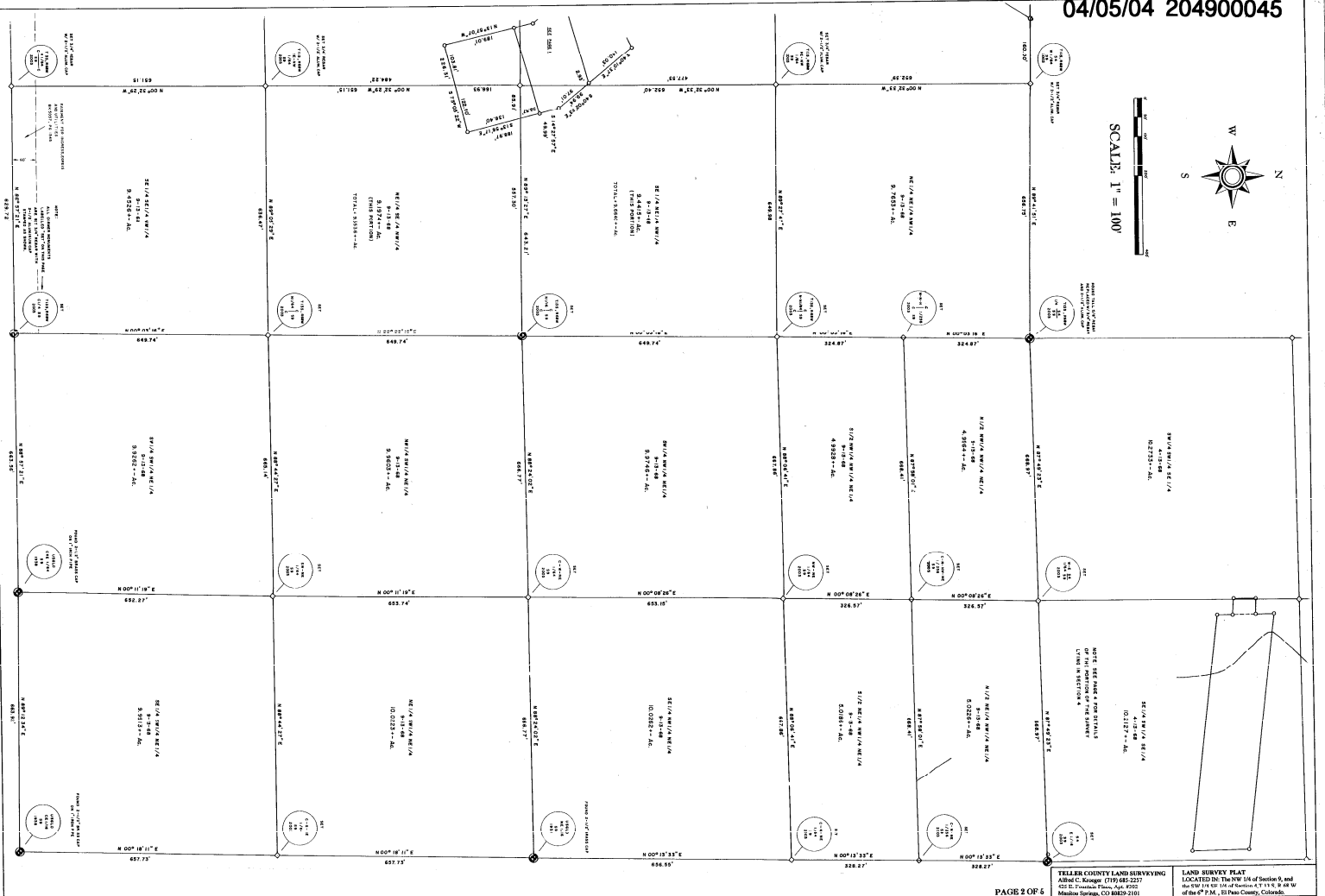
I, Alfred C. Kueper, hereby certify that I am a Licensed Professional Land Surveyor in the State of Colorado, and that I have personally supervised the making of this survey, and that the same is a true and correct statement of the facts as shown by the survey, and that I have not been convicted of any crime involving dishonesty or fraud, and that I am not under any legal disability from practicing my profession.

**DEPOSITING CERTIFICATE**  
Deposited this 27<sup>th</sup> day of April, 2004, at the County Clerk's Office, El Paso County, Colorado.  
Alfred C. Kueper, Surveyor  
El Paso County, Colorado  
E. 602.00

04/05/04 204900045

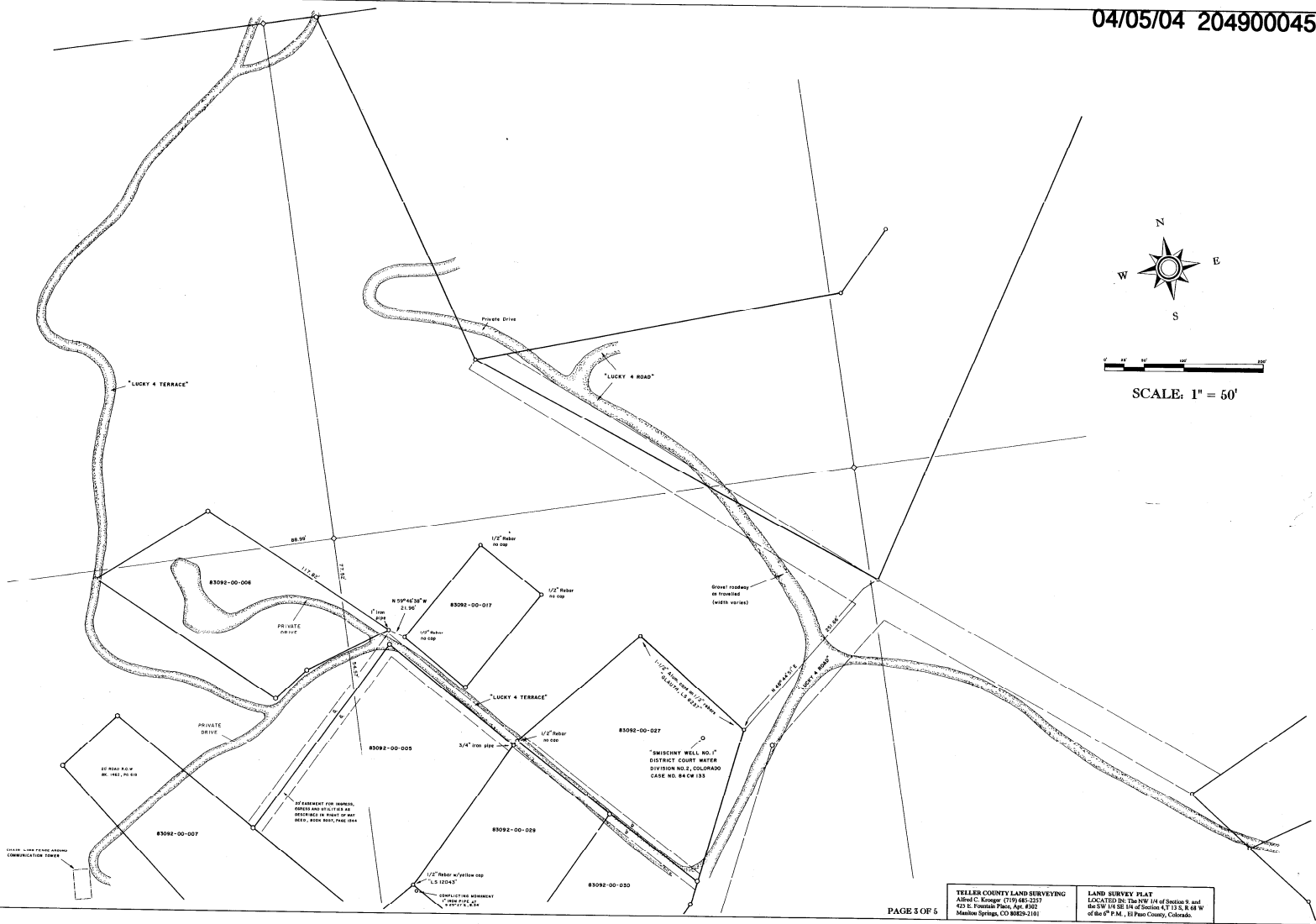
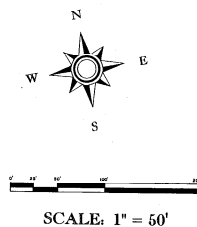


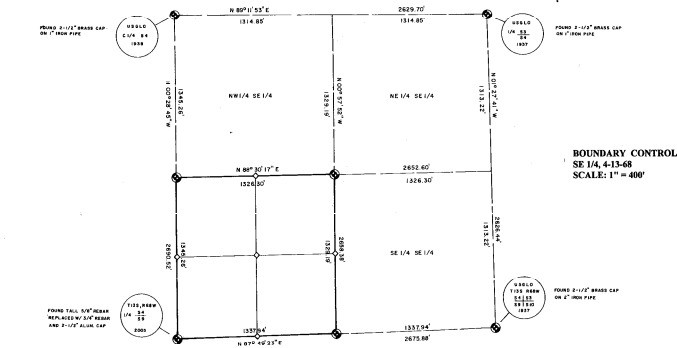
SCALE: 1" = 100'



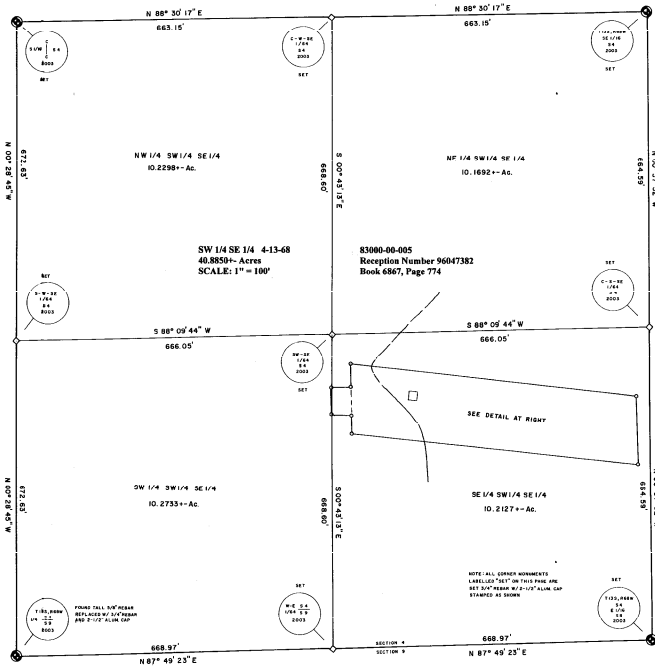


04/05/04 204900045

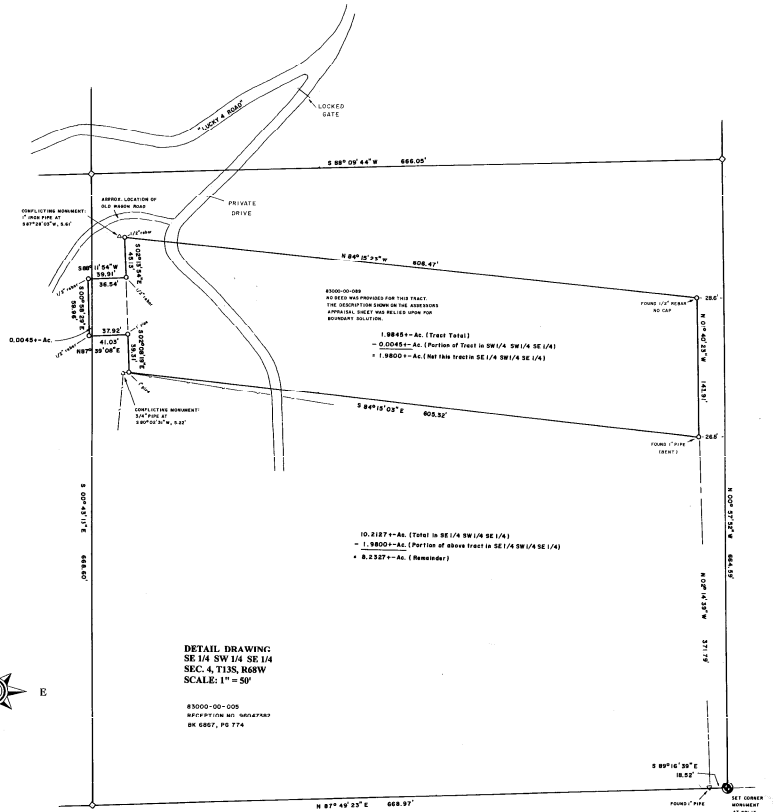
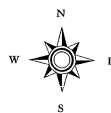




BOUNDARY CONTROL  
SE 1/4, 4-13-68  
SCALE: 1" = 400'



83000-00-005  
Reception Number 96047382  
Book 6867, Page 774



DETAIL DRAWING  
SE 1/4 SW 1/4 SE 1/4  
SEC. 4, T13S, R68W  
SCALE: 1" = 50'



[UCC Home](#)[Instructions](#)[FAQs](#)[Login](#)[Create User Account](#)

## Business Entity Search

The entered organization name could not be found.

Business paper documents processed through: 10/28/2021

Enter an organization name or ID # and select "Search"

The results of this search will only include Colorado business organizations on record with the Secretary of State.

Organization name:

— OR —

Organizational ID#:

[Terms & conditions](#) | [Browser compatibility](#)

Fidelity National Title Insurance Company

Address Reference:

**10005 Lucky Four Road, West Hwy 24 Green Mountain Falls, CO 80819**

**SCHEDULE A**

File No.: **CRC-WC-366047-P**

Loan No: **877034**

1. Effective date: **April 6, 2015**

The estate or interest in the land described or referred to in this Commitment is: **FEE SIMPLE**  
(Identify estate covered, i.e. Fee, Leasehold, etc.)

3. Title to the fee simple estate or interest in the land is at the Effective Date vested in:  
**Dean Smischny**

4. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



Authorized Signatory

## LEGAL DESCRIPTION

### EXHIBIT "A"

The land referred to herein below is situated in the county of El Paso, state of Colorado and is described as follows:

Section 9: Section 9, Township 13S, Range 68W of the 6TH P.M., El Paso County Colorado.

Survey: Land Survey Plat of the Smischny properties in Sections 4 and 9, T 13S, R 68W of the 6th P.M. El Paso County, Colorado, Recorded with the El Paso County Clerk and Recording Dept on 5 April 2004, in Book DPST of the County Surveyors Land Survey Plats/Right-of-way Surveys at Page 83040, 83090 under Reception Number 204900045 Survey performed by Teller County Land Surveying. ?

Parcel #1: NW 1/2 NW 1/4 NW 1/4 in Section 9, as shown on page 1 of the above referenced survey, minus the property recorded in Book 6510 page 531 in the El Paso County Clerk and Recorder office that lies within NW 1/4 NW 1/4 NW 1/4 of Section 9.

Parcel #2: 5.2714+- Acres parcel in SW 1/4 NW 1/4 NW 1/4 of Section 9 as shown on Page 1 of the above referenced survey, including the triangular piece that lies Northeast of the Northeastern boundary of the parcel recorded in book 6510 page 531 in the El Paso County Clerk and Recorder office having 0.0792 +- Acres.

Parcel #3 The 1.1418+ Acres recorded in Book 1462 Pages 619-621 in the El Paso County Clerk and Recorder office and shown on Page 1 of the above referenced survey.

Parcel ID # 8309200031

This being the same property conveyed to Dean Smischny from Dean Smischny in a deed dated August 5, 2011 and recorded July 3, 2012, as Instrument No. 212075629.

Property Commonly Known As: **10005 Lucky Four Road, West Hwy 24 Green Mountain Falls, CO 80819**



## **SCHEDULE B – SECTION I REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. If the insured premises include a mobile or manufactured home that has not been permanently affixed to the premises, Company will not issue a final policy of title insurance and any and all obligations created under this commitment will be void.
4. Instrument(s) creating the estate or interest (Title) to be insured, executed, delivered and recorded in the Public Records of the appropriate county
5. Pay all taxes, charges, and assessments affecting the land that are due and payable.
6. Duly executed Title/Owner's Affidavit.
7. Documents for recordation pertinent to this transaction are required to be presented for recording in the format required by the appropriate county recording jurisdiction
8. Tax Information to follow as separate document.
9. TBD.

Obtain and record discharges, terminations and/or releases for the following instruments:

10. WITH RESPECT TO TBD THE FOLLOWING MUST BE SUBMITTED:
  - A) A CERTIFIED TRUE COPY OF THE ARTICLES OF INCORPORATION ON FILE WITH THE STATE IN WHICH THE CORPORATION IS INCORPORATED AND ALL AMENDMENTS THERETO.
  - B) A CURRENT CERTIFICATE OF GOOD STANDING FOR THE CORPORATION ISSUED BY THE SECRETARY OF STATE IN WHICH THE COMPANY IS INCORPORATED.
  - C) A CERTIFIED TRUE COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE CONVEYANCE OF CAPTION PREMISES TO BE INSURED HEREUNDER.
  - D) A CERTIFIED TRUE COPY OF AN INCUMBENT CERTIFICATE ISSUED BY THE CORPORATION SECRETARY INDICATING THE DULY AUTHORIZED SIGNATORY OF SAID CORPORATION.
  - E) EVIDENCE ALL CORPORATION AND/OR FRANCHISE TAXES HAVE BEEN PAID CURRENT.
11. Subject to review of current survey of tower site and easements prior to insurance of policy.



12. Taxes for parcel ID 8309200017 for tax year 2014, first installment has been paid.

**END OF SCHEDULE B – SECTION I**

## **SCHEDULE B – SECTION II**

### **EXCEPTIONS**

The Owner's Policy will be subject to the mortgage, if any, shown on Schedule B, Section 1 hereof. Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless they are taken care of to our satisfaction:

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report, would be as follows:

#### **General Exceptions:**

1. Defects, liens, encumbrances, adverse claims, or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for the value of record the estate or interest or mortgage thereon covered by this Commitment.
2. The Owner's Policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B here of and to the following exceptions: (1) rights of claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes of special assessments which are not shown as existing liens by the public records.

#### **Special Exceptions**

3. Any unrecorded leases and agreements.
4. Subject to any restrictive covenants, rights of ways, restrictions, and easements not of record.
5. Permanent Easement between Ray L. Smischny and Glea Smischny, J. T. and State Department of Highways, Division of Highways, state of Colorado, dated January 19, 1972 recorded February 16, 1972, in Book 2468 Page 76, in El Paso county, Colorado.
6. Right of way Deed between Glea Smischny and Gwyn D. Smischny, dated September 6, 1985 recorded September 6, 1985, in Volume 5057 Page 1342, in El Paso county, Colorado.
7. Right of Way Deed between Glea Smischny and Gwyn D. Smischny, dated September 6, 1985 recorded September 6, 1985, in Volume 5057 Page 1344, in El Paso county, Colorado.
8. Right of Way Deed between Glea Smischny and Gwyn D. Smischny, dated September 6, 1985 recorded September 6, 1985, in Volume 5057 Page 1345, in El Paso county, Colorado.
9. Terms and provisions as set forth in Property Boundary Line Agreement between Cecil D. Smischny, G.D. Smischny and TPRT Investments, LLC, represented by Tom Frezza, Who are the owners of adjoining properties separated by common boundary lines, dated November 19, 2003 recorded February 19, 2004, as Instrument no. 204028584, in El Paso county, Colorado.
10. Unrecorded Lease, dated May 4, 2004.; As evidenced by Memorandum of Assignment and Assumption Agreement between Qwest Wireless, L.L.C., a Delaware Limited Liability Company and Sprint Spectrum L.P., a Delaware Limited Liability Company, dated May 14, 2004 recorded July 15, 2004, as Instrument no. 204118430, in El Paso county, Colorado.
11. Site Designation Supplement to Master Lease and Sublease Agreement between STC FIVE LLC, a Delaware Limited Liability Company and Global Signal Acquisitions II LLC, a Delaware Limited Liability Company, dated May 25, 2005 recorded November 7, 2005, as Instrument no. 205178439, in El Paso county, Colorado.
12. Agreement, Reservation of Rights and Covenants between Lucky 4 BL72, LLC, a Colorado Limited Liability Company parties of the first part and Gwyn D. Smischny, also known as G. Dean Smischny, also known as G. D. Smischny, also Known as Dean Smischny, also known Gwyn Dean Smischny, dated June 7, 2012 recorded July 2, 2012, as Instrument no. 212075064, in El Paso county, Colorado.
13. All matters shown on Plats recorded as No. 7639 and 204900045.
14. Terms and Conditions as set forth in Contract dated February 25, 2011 and recorded July 2, 2012 as Instrument no. 212075065.
15. Rights of fee simple owners in and to the subject property.

## **END OF SCHEDULE B – SECTION II**

Address Reference:  
**Crown Castle- West Coast**  
**10005 Lucky Four Road, West Hwy 24 Green Mountain Falls, CO 80819**  
**County of El Paso**

**CHAIN OF TITLE**

Grantees: Dean Smischny also known as G. Dean Smischny, also known as G. D. Smischny, also known as Gwyn Dean Smischny  
Grantors: Lucky 4 BL72, LLC  
Dated: July 2, 2012  
Recorded Date: July 3, 2012  
Consideration: \$1.00  
DBV: Instrument No. 212075613

Grantees: Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as G. Dean Smischny, also known as Dean Smischny, also known as Gwyn Dean Smischny  
Grantors: Lucky 4 BL72, LLC  
Dated: July 2, 2012  
Recorded Date: July 2, 2012  
Consideration: \$1.00  
DBV: Instrument No. 212075061

Grantees: Dean Smischny also known as G. Dean Smischny, also known as G.D. Smischny, also known as Gwyne Dean Smischny  
Grantors: Lucky 4 BL72, LLC  
Dated: July 2, 2012  
Recorded Date: July 2, 2012  
Consideration: \$1.00  
DBV: Instrument No. 212075060

Grantees: Dean Smischny  
Grantors: Dean Smischny  
Dated: August 5, 2011  
Recorded Date: July 3, 2012  
Consideration: \$1.00  
DBV: Instrument No. 212075629





# OLD REPUBLIC SPECIALIZED COMMERCIAL SERVICES

530 South Main Street, Suite 1031, Akron, OH 44311 | T: 330.436.6000

## OWNERSHIP AND ENCUMBRANCE REPORT

**CLIENT:** CROWN CASTLE

**ENTITY:**

**ADDRESS:** 2055 S. STEARMAN DR  
CHANDLER, AZ 85286

**LOAN#:** 877034

**ORT#:** 01-16065117-01S

**SEARCH START DATE:**

07/03/2012

**AS OF DATE:** 09/22/2016

### Order Information

**CUSTOMER NAME:**

**PROPERTY ADDRESS:** PARCEL 83092-00-031 , GREEN MOUNTAIN FALLS, CO 80819

**COUNTY:** EL PASO

### Vesting Information

**TITLE VESTED IN:** DEAN SMISCHNY

### Deed Information

**Type of Instrument** QUIT CLAIM DEED

**Grantee:** DEAN SMISCHNY

**Grantor:** DEAN SMISCHNY

**Book:**

**Dated:** 08/05/2011

**Doc #:** 21275629

**Comments:**

**Page:**

**Recorded:** 07/03/2012



Customer Name: «{ERROR}»«{ERROR}»

Application #: 877034

Mortgage/Deed of Trust and Judgment/Lien Information

NONE

Comments and Additional Information

N/A

Tax Information

Authority: **EL PASO COUNTY**  
Phone No: (719) 520-7900  
Tax Type: COUNTY

Tax ID: **83092-00-031**  
Tax Year: 2015/2016  
Taxing Period: SEMIANNUAL

<u>Amount Paid:</u>	\$1,037.63	<u>Date Paid:</u>	02/09/2016
<u>Next Tax Due</u>	AMOUNT NOT YET	<u>Next Tax Due</u>	02/28/2017
<u>Amount:</u>	AVAILABLE	<u>Date:</u>	
<u>Amount</u>		<u>Good Through</u>	
<u>Delinquent:</u>		<u>Date:</u>	

Comments:

Customer Name: «{ERROR}»«{ERROR}»

Application #: 877034

### **EXHIBIT "A"**

SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO:

THE FOLLOWING DEFINITIONS WILL APPLY TO THIS DOCUMENT:

SECTION 9: SECTION 9, TOWNSHIP 13S, RANGE 68W OF THE 6TH P.M., EL PASO COUNTY COLORADO,

SURVEY: LAND SURVEY PLAT OF THE SMISCHNY PROPERTIES IN SECTIONS 4 AND 9, 1' I3S, R 68W OF THE 6TH P.M. EL PASO COUNTY, COLORADO, RECORDED WITH THE EL PASO COUNTY CLERK AND RECORDING DEPT ON 5 APRIL 2004, IN BOOK DPST OF THE COUNTY SURVEYORS LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS AT PAGE 83040, 83090 UNDER RECEPTION NUMBER 204900045 SURVEY PERFORMED BY TELLER COUNTY LAND SURVEYING.

PARCEL 1: NW 1/4 NW 1/4 NW 1/4 IN SECTION 9, AS SHOWN ON PAGE 1 OF THE ABOVE REFERENCED SURVEY, MINUS THE PROPERTY RECORDED IN BOOK 6510 PAGE 531 IN THE EL PASO COUNTY CLERK AND RECORDER OFFICE THAT LIES WITHIN NW 1/4 NW 1/4 NW 1/4 OF SECTION 9.

PARCEL #2: 5.2714+- ACRES PARCEL IN SW 1/4 NW 1/4 NW 1/4 OF SECTION 9 AS SHOWN ON PAGE 1 OF THE ABOVE REFERENCED SURVEY, INCLUDING THE TRIANGULAR PIECE THAT LIES NORTHEAST OF THE NORTHEASTERN BOUNDARY OF THE PARCEL RECORDED IN BOOK 6510 PAGE 531 IN THE EL PASO COUNTY CLERK AND RECORDER OFFICE HAVING 0.0792 +- ACRES.

PARCEL #3 THE 1.1418+- ACRES RECORDED IN BOOK 1462 PAGES 619-621 IN THE EL PASO COUNTY CLERK AND RECORDER OFFICE AND SHOWN ON PAGE 1 OF THE ABOVE REFERENCED SURVEY.

TAX ID NO: 83092-00-031



Customer Name: «{ERROR}»«{ERROR}»

Application #: 877034

### **Limitation on Liability of Company**

**USE OF THE REPORT:** All of the reports and related schedules furnished by Old Republic National Title Insurance Company ("Company"), contain information obtained from public land records. Company makes no representation or warranty concerning the accuracy or completeness of these public records and the information contained therein other than as specifically set forth below. THESE REPORTS ARE NOT ABSTRACTS OR OPINIONS OF TITLE, TITLE BINDERS, TITLE COMMITMENTS OR GUARANTEES, OR TITLE INSURANCE POLICIES.

**RECORDING SERVICES:** Recording services, if provided to you, include a review of any instrument offered for recording to determine whether such instrument will be accepted by the Land Record offices. This review is not an opinion of the legal sufficiency of the instrument or the priority of the lien created by it.

**WARRANTY:** Company warrants to you, the customer, that the information contained in any report furnished to you has been accurately reported from the public record sources available as of the effective date of the report.

Company further warrants that it will perform all recording and update services in a professional and businesslike manner. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES WITH RESPECT TO THE REPORTS AND SERVICES. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATIONS:** Company's liability for any breach of its warranty shall be limited to the actual amount of any loss incurred by you or \$30,000.00, whichever is less; liability is conditioned upon you taking all necessary steps to protect any interest you may acquire in the real property described in the report. In no event shall Company be liable for any special, incidental or consequential damages even if advised that such damages are possible or likely. This warranty is for your sole benefit and is not assigned to or intended to benefit any third party. Any other use or reliance on these reports, with or without notice to Company, for any other purpose, or by any third party, shall not create any liability. Company's warranty liability will terminate with the transfer, sale or assignment of any loan made by you that relates to the property described in the report.

In the event that a dispute arises from the closing of this transaction, OLD REPUBLIC may offer to settle the dispute through informal negotiation or either party may seek to submit the dispute to individual binding arbitration after the lapse of 30 days notice at Old Republic's sole expense. **YOU AGREE TO BRING ANY CLOSING DISPUTE IN YOUR INDIVIDUAL CAPACITY.**

**AS TO FLORIDA:** Company's liability limited to \$1,000.00 per FLORIDA STATUTE SECTION 627.7843.

**AS TO OKLAHOMA:** This report is for general information only. This report does not purport to set out the ownership or condition of the title. The ownership and condition of the title can only be determined by an attorney's examination of a complete abstract of the title. Due care and diligence have been exercised in preparing this report; however liability as to the correctness or completeness of the information shown above is limited to the cost of this report and acceptance of this by the company or persons for whom this report is made constitutes agreement and confirmation of this limitation of liability. This report does not contain certification as to Ad Valorem Tax Rolls.