

GRANT OF EMERGENCY ACCESS EASEMENT FOR BENET LANE

This GRANT OF EMERGENCY ACCESS EASEMENT and AGREEMENT ("Grant and Agreement") is entered into this 9th day of December, 2019 ("Effective Date") by and between Jerry L. Baker and Judith S. Baker ("Grantors"), whose address is 2910 Benet Ln, Colorado Springs, CO, 80921; and, the Sisters of the Benet Hill Monastery, for the benefit of Emergency Responders, all current and future residents of the Sanctuary of Peace Residential Community ("Sanctuary of Peace"), all current and future residents, of real property whose addresses are located upon and adjacent to Benet Lane, Fool's Gold Lane, Park Avenue, and Evergreen Road (collectively "Grantees") subject to Emergency Evacuation Orders, as further defined and described below, who for purposes of notice under this Grant and Agreement shall collectively have the address of the Benet Hill Monastery of Colorado Springs, whose address is 3190 Benet Lane, Colorado Springs, CO 80921, (Grantors and Grantees hereinafter collectively referred to as "Parties").

RECITALS

A. Grantors are the owners of the real property known as 2910 Benet Ln, as located in the S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (the "Baker Property").

B. Benet Lane is a private road constructed from Colorado State Highway 83 on the east, westerly through properties owned by the Benet Hill Monastery of Colorado, including the Sanctuary of Peace, and continues on through property currently owned by Brent A. and Lisa S. Baldwin, Samuel T. and Sandra J. Grivy, John A. and Diane M. Fredell, Barbara J. Faulkenberry, and the Baker Property, all as depicted on the attached **Exhibit A**.

C. The Sisters of Benet Hill Monastery, and the Residents of the Sanctuary of Peace, as well as all other residents described in Paragraph B, above, including Grantors, have access to their respective properties limited to via Colorado State Highway 83, and Benet Lane; and the property owned by Barbara J. Faulkenberry is also accessible by way of Fool's Gold Lane, Evergreen Lane and onto Roller Coaster Road.

D. Grantors and Grantees, and their guests and licensees, may, from time to time, be subject to Emergency Evacuation Orders issued by Public Fire and Public Safety Officials.

E. Emergency Responders are limited in their ability to access the properties owned by the Parties, should emergency conditions render either Colorado State Highway 83 or Roller Coaster Road inaccessible.

F. These access issues are shared by the parties hereto, and remedy of such potentially dire access issues for all parties constitutes substantial and sufficient consideration for this Grant and Agreement herein, particularly in light of similar easements granted by the various Grantees hereto coincident with this Grant and Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Nonexclusive Access Easement.

a. Benet Lane Easement. The Grantors hereby grant to the Grantees, their respective successors and assigns, and Emergency Responders a perpetual, non-exclusive access easement for the use of the private road known as "Benet Lane" only when subject to Emergency Evacuation Orders and for the following limited purposes:

(a) ingress and egress of emergency vehicles and Emergency Responders during periods in which emergency fire, medical or other emergency response is required; and
(b) necessary emergency ingress and egress use by Grantees, their guests and licensees, to and from their respective real properties owned and located on Benet Lane, Fools Gold Lane, Park Avenue, and/or Evergreen Road. This Grant and Agreement is limited to the existing road within the area more particularly described as follows:

NORTH THIRTY FEET (30') OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M.

b. Retained Use. Grantors retain the right to the full use and enjoyment of their Property as encumbered by This Grant and Agreement to the extent not inconsistent with, and that does not interfere with Grantees' respective use and enjoyment of the Emergency Easement, and consistent with the terms and conditions of this Grant and Agreement.

2. Construction. It is agreed and acknowledged that Benet Lane, which provides access to the Baker Property, is in existence as of the time of this Grant and Agreement.

3. Licensees. The residents described in Paragraph B, above, acknowledge this Grant and Agreement for all Grantees, including current and future residents of real

property whose addresses are located upon and adjacent to Fool's Gold Lane, Park Avenue, and Evergreen Road. Benet Lane will remain a private road and Grantees utilizing this grant of easement under emergency evacuation orders will be considered licensees on Benet Lane.

4. Limitation of Liability. Grantees agree that use of Benet Lane is at their own risk, and agree to indemnify Grantors from any damage and injury resulting from the condition of the road during use.

5. Cooperation Clause. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Grant and Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.

6. Notice of Action. Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Grant and Agreement, and effective upon receipt.

7. Authority. The persons executing this Grant and Agreement represent that they have the full and complete permission and authority to do so. This Grant and Agreement is a legally valid, binding, and enforceable obligation of the Parties in accordance with its terms.

8. Governing Law. This Grant and Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

9. Dispute Resolution. In the event of a notice of a dispute between or among Grantors and Grantees concerning this Grant and Agreement, the disputing persons or entities (hereinafter collectively referred to as "Disputing Parties") will meet within fourteen (14) calendar days to resolve the dispute. If they are unsuccessful resolving the dispute, within fourteen (14) calendar days of the initial meeting, the Disputing Parties will retain a mediator to assist with resolution of the dispute. If the Disputing Parties are unable to agree upon a mediator, they will each select a mediator. The two mediators will select a third mediator, who will then individually mediate the dispute. Within fourteen (14) calendar days of the selection of a mediator, the Disputing Parties will meet with the mediator to resolve the dispute. If the Disputing Parties are unable to resolve the dispute within thirty (30) calendar days after initial meeting with the mediator, the Disputing Parties will submit the matter to binding arbitration, on a confidential basis, pursuant to the rules of the American Arbitration Association. Arbitration shall be limited to oversight by one arbitrator. If the Disputing Parties are not able to agree upon the selection of an arbitrator, within fourteen (14) days of commencement of an arbitration proceeding, the arbitrator shall be selected by the

American Arbitration Association, and barring extraordinary circumstances, the arbitration proceeding will be concluded within 90 days from the date the arbitrator is appointed. The Disputing Parties shall not be entitled to discovery in the arbitration, except that any Party shall be entitled to request no more than 200 pages of documents. The Disputing Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify no more than three witnesses who will testify at the arbitration hearing and provide a brief summary of the anticipated testimony of such witnesses at least fourteen (14) calendar days before the arbitration hearing. The Disputing Parties will share equally in the cost of any mediation and arbitration. As a result, outcomes of arbitration and mediation are declaratory judgments, and under no circumstances will mediator or arbitrator award punitive, consequential, special, or indirect monetary damages.

10. Binding Effect/Recording. This Grant and Agreement shall be binding upon the undersigned Grantors and Grantees, and their respective successors, assigns, and personal representatives, and shall become effective upon recording in the records of the Clerk and Recorder for El Paso County, upon prior County approval of the Sanctuary of Peace Development. If El Paso County does not approve the Sanctuary of Peace Development, this Grant and Agreement does not become effective. This Grant and Agreement may not be revoked without the written unanimous consent of the Parties. Consent of the Parties shall not be unreasonably withheld, conditioned, or delayed. After recording of this Grant and Agreement in the records of the Clerk and Recorder for El Paso County, Colorado, this Grant and Agreement shall be enforceable by the Parties' respective successors and assigns and personal representatives. Any persons or other entities that hereby acquire title to the Grantors' or Grantees' respective properties, whether by purchase or otherwise, shall be subject to the provisions of this Grant and Agreement to the same extent as if they had been signatories to this Grant and Agreement.

11. Exhibits and Attachments. The attachments and exhibits referred to in this Easement Grant will be deemed to be and are part of this Grant and Agreement and are incorporated herein by reference.

12. Assignment. This Grant and Agreement is intended to run with the land of Grantors and Grantees, and may only be assigned to a successor in interest to such real property. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Grantors and Grantees hereto and their respective successors and assigns.

13. Amendments. This Grant and Agreement may be amended only by a written instrument executed by all Parties.

14. Third Party Beneficiaries. Except as expressly provided in this Grant and

Agreement, this Grant and Agreement is not intended to give any rights to the general public, nor to other third parties, and no such third party who is not a specifically identified party to this Grant and Agreement, shall be entitled to enforce any provision hereof arising from a breach hereof.

15. Severability. If any provision of this Grant and Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Grant and Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Grant and Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

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

GRANTORS

Jerry L. Baker
Jerry L. Baker

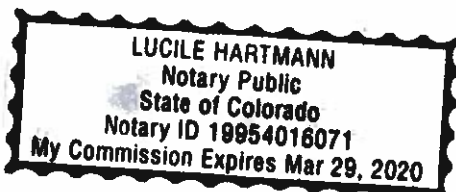
Judith S. Baker
Judith S. Baker

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Jerry L. Baker and Judith S. Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20

Lucile Hartmann
Notary Public



GRANTEES

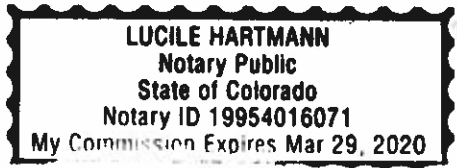
John Andrew Fredell
John Andrew Fredell

Mary Diane Fredell
Mary Diane Fredell

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, John Andrew Fredell and Mary Diane Fredell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

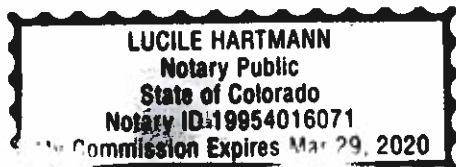
Brent A. Baldwin
Brent A. Baldwin

Lisa S. Baldwin
Lisa S. Baldwin

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

On this 13 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Brent A. Baldwin and Lisa S. Baldwin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Samuel T. Grivy
Samuel T. Grivy

Sandra J. Grivy
Sandra J. Grivy

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 7 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Samuel T. Grivy and Sandra J. Grivy, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.

Lucile Hartmann
Notary Public



Barbara J. Faulkenberry

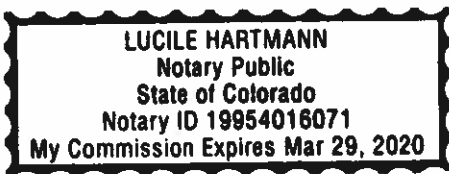
Barbara J. Faulkenberry

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Barbara J. Faulkenberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My commission expires: 3-29-20.

Lucile Hartmann
Notary Public



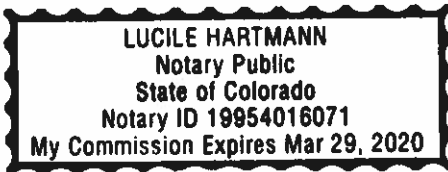
Sister Clare Carr OSB

Sister Clare Carr OSB as President of Benet Hill Monastery of Colorado Springs

STATE OF Colorado)
COUNTY OF El Paso) ss.

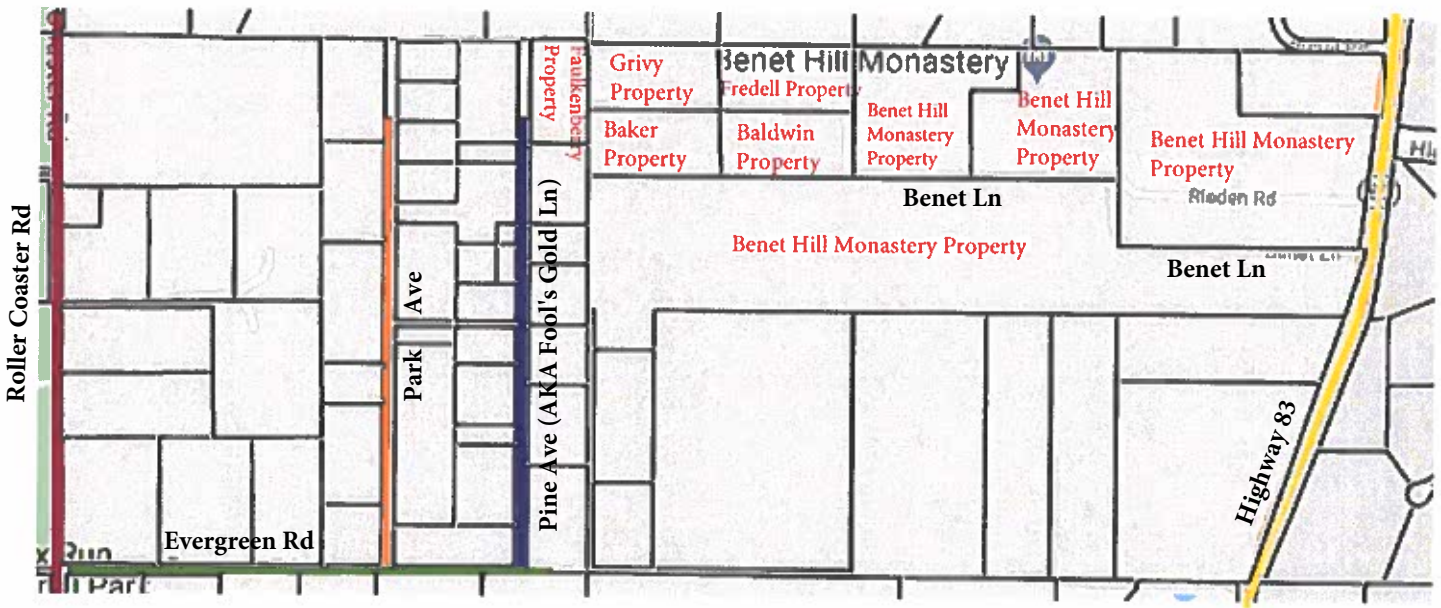
On this 8 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Sister Clare Carr OSB as President of Benet Hill Monastery of Colorado Springs, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



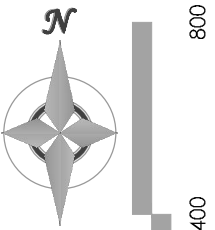
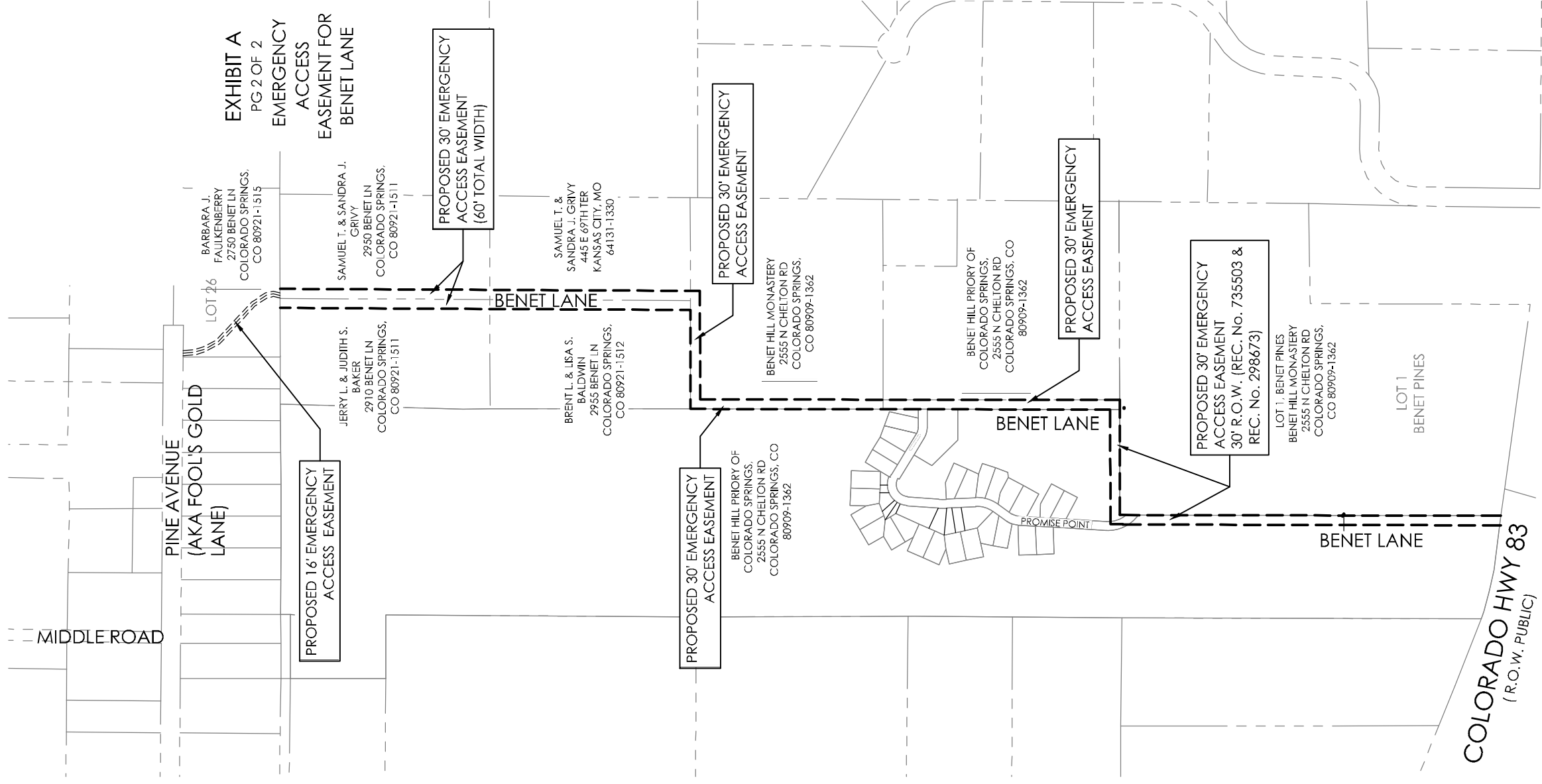
Lucile Hartmann
Notary Public

Exhibit A - Emergency Access Easement for Benet Lane
Pg 1 of 2



Key:

-  - Highway 83
-  - Roller Coaster Road
-  - Fool's Gold Lane
-  - Park Ave
-  - Evergreen Rd



1" = 400' 1:4,800

MVE INC.
ENGINEERS SURVEYORS

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SITE MAP

EXHIBIT A
PG 2 OF 2
EMERGENCY ACCESS EASEMENT FOR BENET LANE

JULY 1, 2020
61087-SITE-MAP

GRANT OF EMERGENCY ACCESS EASEMENT FOR BENET LANE

This GRANT OF EMERGENCY ACCESS EASEMENT and AGREEMENT ("Grant and Agreement") is entered into this 13th day of December, 2019 ("Effective Date") by and between Brent A. Baldwin and Lisa S. Baldwin ("Grantors"), whose address is 2955 Benet Ln, Colorado Springs, CO, 80921; and, the Sisters of the Benet Hill Monastery, for the benefit of Emergency Responders, all current and future residents of the Sanctuary of Peace Residential Community ("Sanctuary of Peace"), all current and future residents, of real property whose addresses are located upon and adjacent to Benet Lane, Fool's Gold Lane, Park Avenue, and Evergreen Road (collectively "Grantees") subject to Emergency Evacuation Orders, as further defined and described below, who for purposes of notice under this Grant and Agreement shall collectively have the address of the Benet Hill Monastery of Colorado Springs, whose address is 3190 Benet Lane, Colorado Springs, CO 80921, (Grantors and Grantees hereinafter collectively referred to as "Parties").

RECITALS

A. Grantors are the owners of the real property known 2955 Benet Ln, as located in the S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (the "Baldwin Property").

B. Benet Lane is a private road constructed from Colorado State Highway 83 on the east, westerly through properties owned by the Benet Hill Monastery of Colorado, including the Sanctuary of Peace, and continues on through property currently owned by, John A. and Mary D. Fredell, Samuel T. and Sandra J. Grivy, Jerry L. and Judith S. Baker, Barbara J. Faulkenberry, and the Baldwin Property, all as depicted on the attached **Exhibit A**.

C. The Sisters of Benet Hill Monastery, and the Residents of the Sanctuary of Peace, as well as all other residents described in Paragraph B, above, including Grantors, have access to their respective properties limited to via Colorado State Highway 83, and Benet Lane; and the property owned by Barbara J. Faulkenberry is also accessible by way of Fool's Gold Lane, Evergreen Lane and onto Roller Coaster Road.

D. Grantors and Grantees, and their guests and licensees, may, from time to time, be subject to Emergency Evacuation Orders issued by Public Fire and Public Safety Officials.

E. Emergency Responders are limited in their ability to access the properties owned by the Parties, should emergency conditions render either Colorado State Highway 83 or Roller Coaster Road inaccessible.

F. These access issues are shared by the parties hereto, and remedy of such potentially dire access issues for all parties constitutes substantial and sufficient consideration for this Grant and Agreement herein, particularly in light of similar easements granted by the various Grantees hereto coincident with this Grant and Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Nonexclusive Access Easement.

a. Benet Lane Easement. The Grantors hereby grant to the Grantees, their respective successors and assigns, and Emergency Responders a perpetual, non-exclusive access easement for the use of the private road known as "Benet Lane" only when subject to Emergency Evacuation Orders and for the following limited purposes:

(a) ingress and egress of emergency vehicles and Emergency Responders during periods in which emergency fire, medical or other emergency response is required; and
(b) necessary emergency ingress and egress use by Grantees, their guests and licensees, to and from their respective real properties owned and located on Benet Lane, Fools Gold Lane, Park Avenue, and/or Evergreen Road. This Grant and Agreement is limited to the existing road within the area more particularly described as follows:

THE NORTH THIRTY FEET (30') OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M.

b. Retained Use. Grantors retain the right to the full use and enjoyment of their Property as encumbered by This Grant and Agreement to the extent not inconsistent with, and that does not interfere with Grantees' respective use and enjoyment of the Emergency Easement, and consistent with the terms and conditions of this Grant and Agreement.

2. Construction. It is agreed and acknowledged that Benet Lane, which provides access to the Baldwin Property, is in existence as of the time of this Grant and Agreement.

3. Licensees. The residents described in Paragraph B, above, acknowledge this Grant and Agreement for all Grantees, including current and future residents of real property whose addresses are located upon and adjacent to Fool's Gold Lane, Park Avenue, and Evergreen Road. Benet Lane will remain a private road and Grantees utilizing this grant of easement under emergency evacuation orders will be considered licensees on Benet Lane.

4. Limitation of Liability. Grantees agree that use of Benet Lane is at their own risk, and agree to indemnify Grantors from any damage and injury resulting from the condition of the road during use.

5. Cooperation Clause. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Grant and Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.

6. Notice of Action. Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Grant and Agreement, and effective upon receipt.

7. Authority. The persons executing this Grant and Agreement represent that they have the full and complete permission and authority to do so. This Grant and Agreement is a legally valid, binding, and enforceable obligation of the Parties in accordance with its terms.

8. Governing Law. This Grant and Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

9. Dispute Resolution. In the event of a notice of a dispute between or among Grantors and Grantees concerning this Grant and Agreement, the disputing persons or entities (hereinafter collectively referred to as "Disputing Parties") will meet within fourteen (14) calendar days to resolve the dispute. If they are unsuccessful resolving the dispute, within fourteen (14) calendar days of the initial meeting, the Disputing Parties will retain a mediator to assist with resolution of the dispute. If the Disputing Parties are unable to agree upon a mediator, they will each select a mediator. The two mediators will select a third mediator, who will then individually mediate the dispute. Within fourteen (14) calendar days of the selection of a mediator, the Disputing Parties will meet with the mediator to resolve the dispute. If the Disputing Parties are unable to resolve the dispute within thirty (30) calendar days after initial meeting with the mediator, the Disputing Parties will submit the matter to binding arbitration, on a confidential basis, pursuant to the rules of the American Arbitration Association. Arbitration shall be limited to oversight by one arbitrator. If the Disputing Parties are not

able to agree upon the selection of an arbitrator, within fourteen (14) days of commencement of an arbitration proceeding, the arbitrator shall be selected by the American Arbitration Association, and barring extraordinary circumstances, the arbitration proceeding will be concluded within 90 days from the date the arbitrator is appointed. The Disputing Parties shall not be entitled to discovery in the arbitration, except that any Party shall be entitled to request no more than 200 pages of documents. The Disputing Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify no more than three witnesses who will testify at the arbitration hearing and provide a brief summary of the anticipated testimony of such witnesses at least fourteen (14) calendar days before the arbitration hearing. The Disputing Parties will share equally in the cost of any mediation and arbitration. As a result, outcomes of arbitration and mediation are declaratory judgments, and under no circumstances will mediator or arbitrator award punitive, consequential, special, or indirect monetary damages.

10. Binding Effect/Recording. This Grant and Agreement shall be binding upon the undersigned Grantors and Grantees, and their respective successors, assigns, and personal representatives, and shall become effective upon recording in the records of the Clerk and Recorder for El Paso County, upon prior County approval of the Sanctuary of Peace Development. If El Paso County does not approve the Sanctuary of Peace Development, this Grant and Agreement does not become effective. This Grant and Agreement may not be revoked without the written unanimous consent of the Parties. Consent of the Parties shall not be unreasonably withheld, conditioned, or delayed. After recording of this Grant and Agreement in the records of the Clerk and Recorder for El Paso County, Colorado, this Grant and Agreement shall be enforceable by the Parties' respective successors and assigns and personal representatives. Any persons or other entities that hereby acquire title to the Grantors' or Grantees' respective properties, whether by purchase or otherwise, shall be subject to the provisions of this Grant and Agreement to the same extent as if they had been signatories to this Grant and Agreement.

11. Exhibits and Attachments. The attachments and exhibits referred to in this Easement Grant will be deemed to be and are part of this Grant and Agreement and are incorporated herein by reference.

12. Assignment. This Grant and Agreement is intended to run with the land of Grantors and Grantees, and may only be assigned to a successor in interest to such real property. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Grantors and Grantees hereto and their respective successors and assigns.

13. Amendments. This Grant and Agreement may be amended only by a written instrument executed by all Parties.

14. Third Party Beneficiaries. Except as expressly provided in this Grant and Agreement, this Grant and Agreement is not intended to give any rights to the general public, nor to other third parties, and no such third party who is not a specifically identified party to this Grant and Agreement, shall be entitled to enforce any provision hereof arising from a breach hereof.

15. Severability. If any provision of this Grant and Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Grant and Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Grant and Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

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

GRANTORS



Brent A. Baldwin

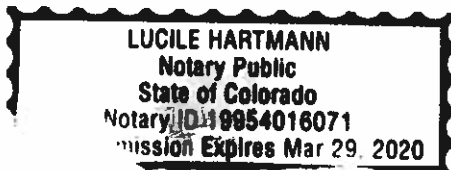



Lisa S. Baldwin

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 13 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Brent A. Baldwin and Lisa S. Baldwin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.





Notary Public

GRANTEES

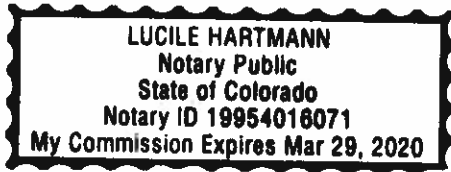
Jerry L. Baker
Jerry L. Baker

Judith S. Baker
Judith S. Baker

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Jerry L. Baker and Judith S. Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

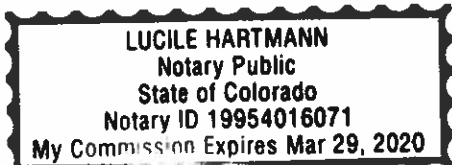
John Andrew Fredell
John Andrew Fredell

Mary Diane Fredell
Mary Diane Fredell

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, John Andrew Fredell and Mary Diane Fredell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

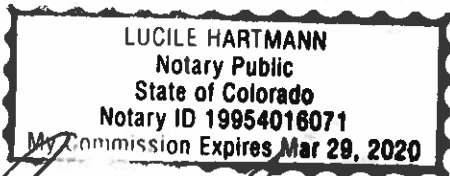
Samuel T. Grivy
Samuel T. Grivy

Sandra J. Grivy
Sandra J. Grivy

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 7 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Samuel T. Grivy and Sandra J. Grivy, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Barbara J. Faulkenberry
Barbara J. Faulkenberry

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 7 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Barbara J. Faulkenberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My commission expires: 3-29-20.

Lucile Hartmann
Notary Public

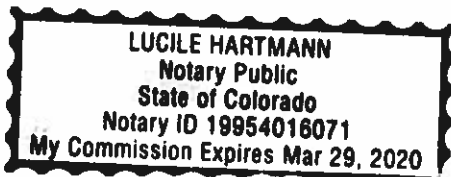
Sister Clare Carr OSB

Sister Clare Carr OSB as President of Benet Hill Monastery of Colorado Springs

STATE OF Colorado)
COUNTY OF El Paso) ss.

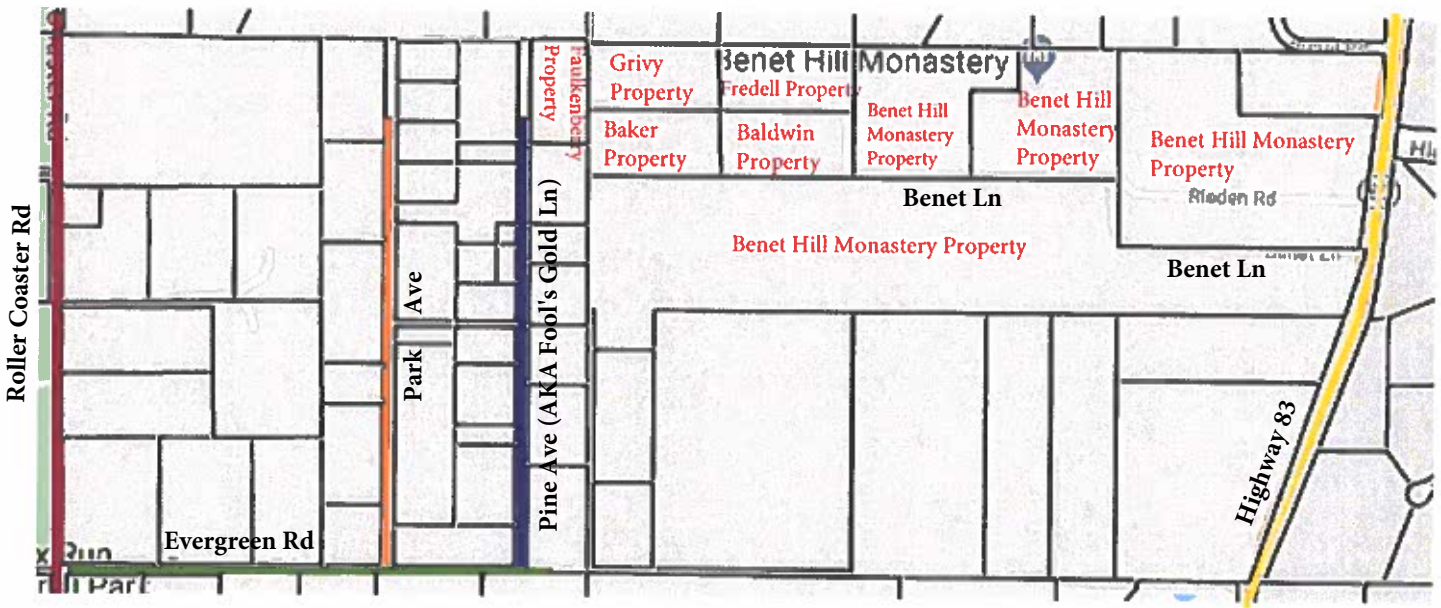
On this 8 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State Sister Clare Carr OSB as President of Benet Hill Monastery of Colorado Springs, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Exhibit A - Emergency Access Easement for Benet Lane
Pg 1 of 2



Key:

- Highway 83
- Roller Coaster Road
- Fool's Gold Lane
- Park Ave
- Evergreen Rd

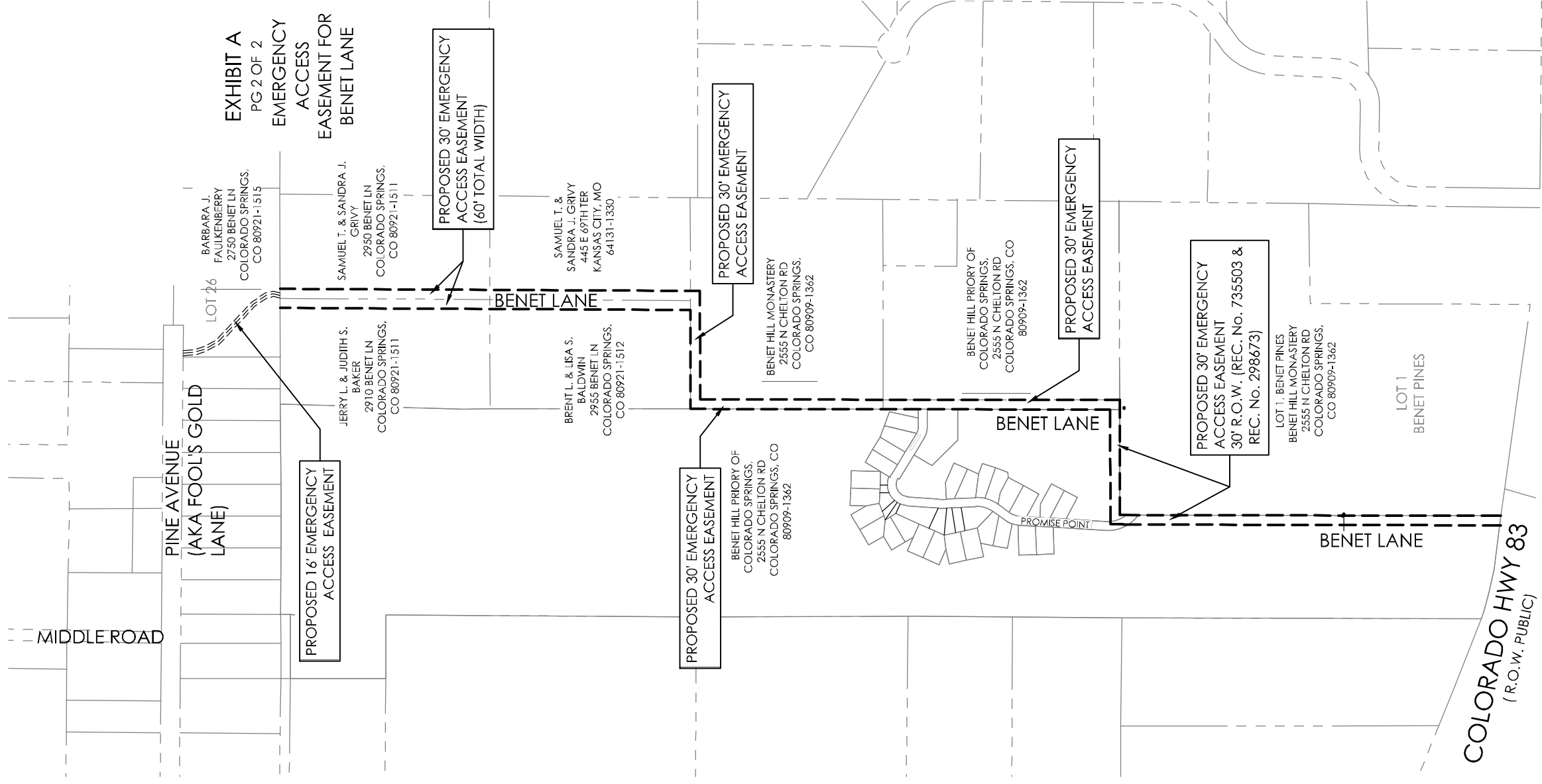


EXHIBIT A
PG 2 OF 2

EMERGENCY ACCESS EASEMENT FOR BENET LANE

BARBARA J. FAULKENBERRY
2750 BENET LN
COLORADO SPRINGS,
CO 80921-1515

SAMUEL T. & SANDRA J. GRIVY
2950 BENET LN
COLORADO SPRINGS,
CO 80921-1511

PROPOSED 30' EMERGENCY ACCESS EASEMENT (60' TOTAL WIDTH)

SAMUEL T. & SANDRA J. GRIVY
445 E 69TH TER
KANSAS CITY, MO
64131-1330

PROPOSED 30' EMERGENCY ACCESS EASEMENT

BENET HILL MONASTERY
2555 N CHELTON RD
COLORADO SPRINGS,
CO 80909-1362

PROPOSED 30' EMERGENCY ACCESS EASEMENT

BENET HILL PRIORY OF COLORADO SPRINGS,
2555 N CHELTON RD
COLORADO SPRINGS, CO
80909-1362

PROPOSED 30' EMERGENCY ACCESS EASEMENT 30' R.O.W. (REC. No. 735503 & REC. No. 298673)

LOT 1, BENET PINES
BENET HILL MONASTERY
2555 N CHELTON RD
COLORADO SPRINGS,
CO 80909-1362

LOT 1
BENET PINES

PINE AVENUE
(AKA FOOL'S GOLD LANE)

PROPOSED 16' EMERGENCY ACCESS EASEMENT

JERRY L. & JUDITH S. BAKER
2910 BENET LN
COLORADO SPRINGS,
CO 80921-1511

BRENT L. & LISA S. BALDWIN
2955 BENET LN
COLORADO SPRINGS,
CO 80921-1512

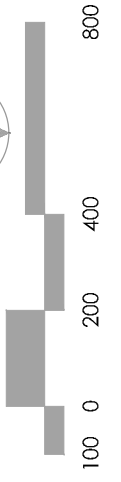
PROPOSED 30' EMERGENCY ACCESS EASEMENT

BENET HILL PRIORY OF COLORADO SPRINGS,
2555 N CHELTON RD
COLORADO SPRINGS, CO
80909-1362

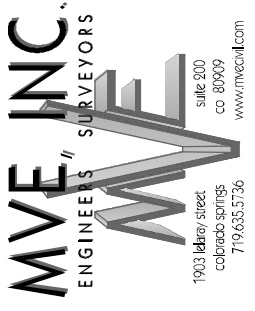
BENET LANE

BENET LANE

COLORADO HWY 83
(R.O.W. PUBLIC)



1" = 400' 1:4,800



1903 Idaroy street
colorado springs
co 80909
719.635.5736
www.mveinc.com

SITE MAP

EXHIBIT A
PG 2 OF 2
EMERGENCY ACCESS EASEMENT FOR BENET LANE

JULY 1, 2020
61087-SITE-MAP

GRANT of EMERGENCY ACCESS EASEMENT and AGREEMENT

THIS GRANT of EMERGENCY ACCESS EASEMENT and AGREEMENT ("Grant and Agreement"), dated this 9th day of December 2019, is made by and between Barbara J. Faulkenberry, hereinafter referred to as "Grantor", whose address is 2750 Benet Lane, Colorado Springs, CO 80921, and The Sisters of the Benet Hill Monastery (Grantees), for the benefit of Emergency Responders, all current and future residents of the of the Sanctuary of Peace Residential Community ("Sanctuary of Peace"), all current and future residents, of real property whose addresses are located upon and adjacent to Benet Lane, Fool's Gold Lane, Park Avenue, and Evergreen Road (collectively "Grantees") subject to Emergency Evacuation Orders, as further defined and described below, who for purposes of notice under this Grant and Agreement shall have the address of the Benet Hill Monastery of Colorado Springs, whose address is 3190 Benet Lane, Colorado Springs, CO 80921. (Grantor and Grantees hereinafter collectively referred to as "Parties").

RECITALS

- A. Grantor is the owner of the real property known as 2750 Benet Ln, described as Lot 26, Block 4, Black Forest Park Subdivision, as Recorded in Plat Book P at Pages 42 and 43 of the records of El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (the "Faulkenberry Property").
- B. Benet Lane is a private road constructed from Colorado State Highway 83 on the east, westerly through properties owned by the Benet Hill Monastery of Colorado, including the Sanctuary of Peace, and continues on through property currently owned by Brent A. and Lisa S. Baldwin, Samuel T. and Sandra J. Grivy, Jerry L. and Judith S. Baker, John A. and Diane M. Fredell, and the Faulkenberry, Property, all as depicted on the attached **Exhibit A**.
- C. The Sisters of Benet Hill Monastery, and the Residents of the Sanctuary of Peace, as well as all other residents described in Paragraph B, above, including Grantor, have access to their respective properties limited to via Colorado State Highway 83, and Benet Lane; and the property owned by Barbara J. Faulkenberry is also accessible by way of Fool's Gold Lane, Evergreen Lane and onto Roller Coaster Road.
- D. Grantor and Grantees, and their guests and licensees, may, from time to time, be subject to Emergency Evacuation Orders issued by Public Fire and Public Safety Officials.
- E. Emergency Responders are limited in their ability to access the properties owned by the Parties, should emergency conditions render either Colorado State Highway 83 or Roller Coaster Road inaccessible.
- F. These access issues are shared by the parties hereto, and remedy of such potentially dire access issues for all parties constitutes substantial and sufficient consideration for this Grant and Agreement herein, particularly in light of similar easements granted by the various Grantees hereto coincident with this Grant and Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The Grantor is the owner of the following described real property, situated in the County of El Paso and the State of Colorado, hereinafter referred to as the "Emergency Easement", to-wit:

A strip of land 16 feet in width over and across Lot 26, Block 4, Black Forest Park Subdivision, as Recorded in Plat Book P at Pages 42 and 43 of the records of El Paso County, Colorado, being 8 feet on each side of the centerline, more particularly described on attached **Exhibit B**.

2. The Sanctuary of Peace is a contemplative residential community of privately owned residences operated in conjunction with, but independent of, the Benet Hill Monastery of Colorado Springs, both located directly to the east of the Grantor's property, and east of the Emergency Easement granted herein, as depicted on the attached **Exhibit A** map.

a. Grant of Easement: The Grantor hereby grant to the Grantees, their respective successors and assigns, and Emergency Responders a perpetual, non-exclusive access easement for the use of the private road known as "Benet Lane" only when subject to Emergency Evacuation Orders and for the following limited purposes:

(a) ingress and egress of emergency vehicles and Emergency Responders during periods in which emergency fire, medical or other emergency response is required; and (b) necessary emergency ingress and egress use by Grantees, their guests and licensees, to and from their respective real properties owned and located on Benet Lane, Fools Gold Lane, Park Avenue, and/or Evergreen Road. This Grant and Agreement is limited to the road within the area more particularly described as in Paragraph 1, above.

3. Retained Use. Grantor retains the right to the full use and enjoyment of property encumbered by the Emergency Easement to the extent not inconsistent with, and that does not interfere with, Grantees' respective use and enjoyment of the Emergency Easement, and consistent with the terms and conditions of this Grant and Agreement.

4. Licensees. The residents described in Paragraph B, above, acknowledge this Grant and Agreement for all Grantees, including current and future residents of real property whose addresses are located upon and adjacent to Fool's Gold Lane, Park Avenue, and Evergreen Road. Benet Lane will remain a private road and Grantees utilizing this grant of easement under emergency evacuation orders will be considered licensees on Benet Lane.

5. Width. This Emergency Easement as herein described is constructed and maintained in a manner consistent with the requirements for emergency vehicular access and shall be generally limited to 12 feet in width, except when necessity requires a width of 16 feet, but in no instance shall exceed a width of 16 feet, consistent with the existing primitive roadway constructed upon and to be utilized for the Emergency Easement.

6. Construction. The Benet Hill Monastery of Colorado Springs, as the current owners and developer of the Sanctuary of Peace, will bear all costs for construction, improvement and maintenance of the Emergency Easement. Construction, improvement and maintenance of the Emergency Easement will not result in the removal of existing trees and will maintain the existing natural state of the surrounding properties to the greatest extent possible, without impeding the full use and enjoyment of the Emergency Easement, and while ensuring it is of sufficient scope to accommodate emergency vehicles and

emergency responders.

7. Secure Access. Access to the easement will be gated and secured at all times in a manner acceptable to both the Grantor and the Donald Wescott Fire Protection District when not in use by Grantees during emergency scenarios. Keys to the gate will be held by the Grantor, the Donald Wescott Fire Protection District and the Sisters of Benet Hill Monastery. The Benet Hill Monastery of Colorado Springs will bear all costs of gate construction and maintenance upon design approval by the Grantor, such approval not to be unreasonably withheld by the Grantor. The gate securing the Emergency Easement shall remain locked and secured at all times when no emergency exists.

8. Limitation of Liability. Grantees agree that use of this emergency easement is at their own risk, and agree to indemnify Grantor from any damage and injury resulting from the condition of the easement during use.

9. Cooperation Clause. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Grant and Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.

10. Dispute Resolution. In the event of a notice of a dispute between or among Grantor and Grantees concerning this Grant and Agreement, the disputing persons or entities (hereinafter collectively referred to as "Disputing Parties") will meet within fourteen (14) calendar days to resolve the dispute. If they are unsuccessful resolving the dispute, within fourteen (14) calendar days of the initial meeting, the Disputing Parties will retain a mediator to assist with resolution of the dispute. If the Disputing Parties are unable to agree upon a mediator, they will each select a mediator. The two mediators will select a third mediator, who will then individually mediate the dispute. Within fourteen (14) calendar days of the selection of a mediator, the Disputing Parties will meet with the mediator to resolve the dispute. If the Disputing Parties are unable to resolve the dispute within thirty (30) calendar days after initial meeting with the mediator, the Disputing Parties will submit the matter to binding arbitration, on a confidential basis, pursuant to the rules of the American Arbitration Association. Arbitration shall be limited to oversight by one arbitrator. If the Disputing Parties are not able to agree upon the selection of an arbitrator, within fourteen (14) days of commencement of an arbitration proceeding, the arbitrator shall be selected by the American Arbitration Association, and barring extraordinary circumstances, the arbitration proceeding will be concluded within 90 days from the date the arbitrator is appointed. The Disputing Parties shall not be entitled to discovery in the arbitration, except that any Party shall be entitled to request no more than 200 pages of documents. The Disputing Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify no more than three witnesses who will testify at the arbitration hearing and provide a brief summary of the anticipated testimony of such witnesses at least fourteen (14) calendar days before the arbitration hearing. The Disputing Parties will share equally in the cost of any mediation and arbitration. As a result, outcomes of arbitration and mediation are declaratory judgments, and under no circumstances will mediator or arbitrator award punitive, consequential, special, or indirect monetary damages.

11. Binding Effect/Recording. This Grant and Agreement shall be binding upon the undersigned Grantor and Grantees, and their respective successors, assigns, and personal representatives, and shall become effective upon recording in the records of the Clerk and Recorder for El Paso County, upon prior County approval of the Sanctuary of Peace Development. If El Paso County does not approve the Sanctuary of Peace Development, this Grant and Agreement does not become effective. This Grant and Agreement may not be revoked without the written unanimous consent of the Parties. Consent of the Parties shall not

be unreasonably withheld, conditioned, or delayed. After recording of this Grant and Agreement in the records of the Clerk and Recorder for El Paso County, Colorado, this Grant and Agreement shall be enforceable by the Parties' respective successors and assigns and personal representatives. Any persons or other entities that hereby acquire title to the Grantor' or Grantees' respective properties, whether by purchase or otherwise, shall be subject to the provisions of this Grant and Agreement to the same extent as if they had been signatories to this Grant and Agreement.

12. Notice of Action. Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Agreement, and effective upon receipt.

13. Assignment. This Grant and Agreement is intended to run with the land of Grantor and Grantees, and may only be assigned to a successor in interest to such real property. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Grantor and Grantees hereto and their respective successors and assigns.

14. Authority. The persons executing this Grant and Agreement represent that they have the full and complete permission and authority to do so. This Grant and Agreement is a legally valid, binding, and enforceable obligation of the Parties in accordance with its terms.

15. Amendments. This Grant and Agreement may be amended only by a written instrument executed by all Parties.

16. Third Party Beneficiaries. Except as expressly provided in this Grant and Agreement, this Grant and Agreement is not intended to give any rights to the general public, nor to other third parties, and no such third party who is not a specifically identified party to this Grant and Agreement, shall be entitled to enforce any provision hereof arising from a breach hereof.

16. Governing Law. This Grant and Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for judicial resolution of any dispute hereunder shall be proper in the District Court for El Paso County, Colorado.

17. Severability. If any provision of this Grant and Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Grant and Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

18. Entire Agreement. This Grant and Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of each Party. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Grant and Agreement as of the date first

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

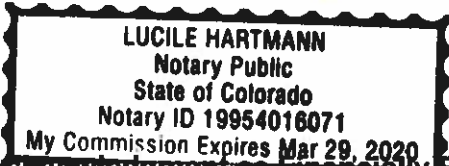
GRANTOR

Barbara J. Faulkenberry
Barbara J. Faulkenberry

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Barbara J. Faulkenberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Acknowledgment as ~~Financially~~ Responsible Party:

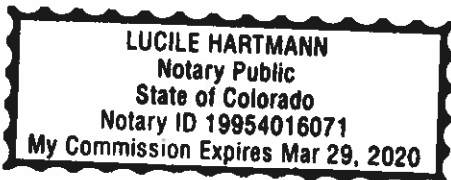
BENET HILL MONASTERY of COLORADO SPRINGS

Sister Clare Carr OSB
Sister Clare Carr OSB as President of Benet Hill Monastery of Colorado Springs

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 8 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Sister Clare Carr OSB as President of Benet Hill Monastery of Colorado Springs, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

GRANTEES

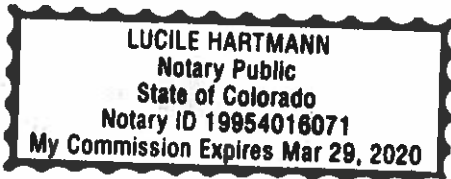
Jerry L. Baker
Jerry L. Baker

Judith S. Baker
Judith S. Baker

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Jerry L. Baker and Judith S. Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

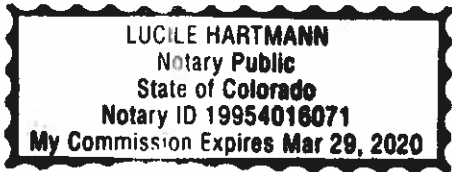
Brent A. Baldwin
Brent A. Baldwin

Lisa S. Baldwin
Lisa S. Baldwin

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 13 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Brent A. Baldwin and Lisa S. Baldwin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

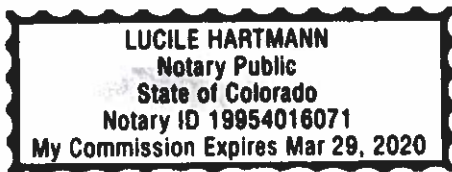
Samuel T. Grivy
Samuel T. Grivy

Sandra J. Grivy
Sandra J. Grivy

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 7 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Samuel T. Grivy and Sandra J. Grivy, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

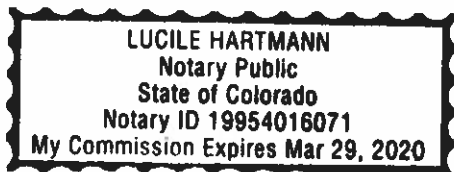
John Andrew Fredell
John Andrew Fredell

Mary Diane Fredell
Mary Diane Fredell

STATE OF Colorado)
COUNTY OF El Paso) ss.

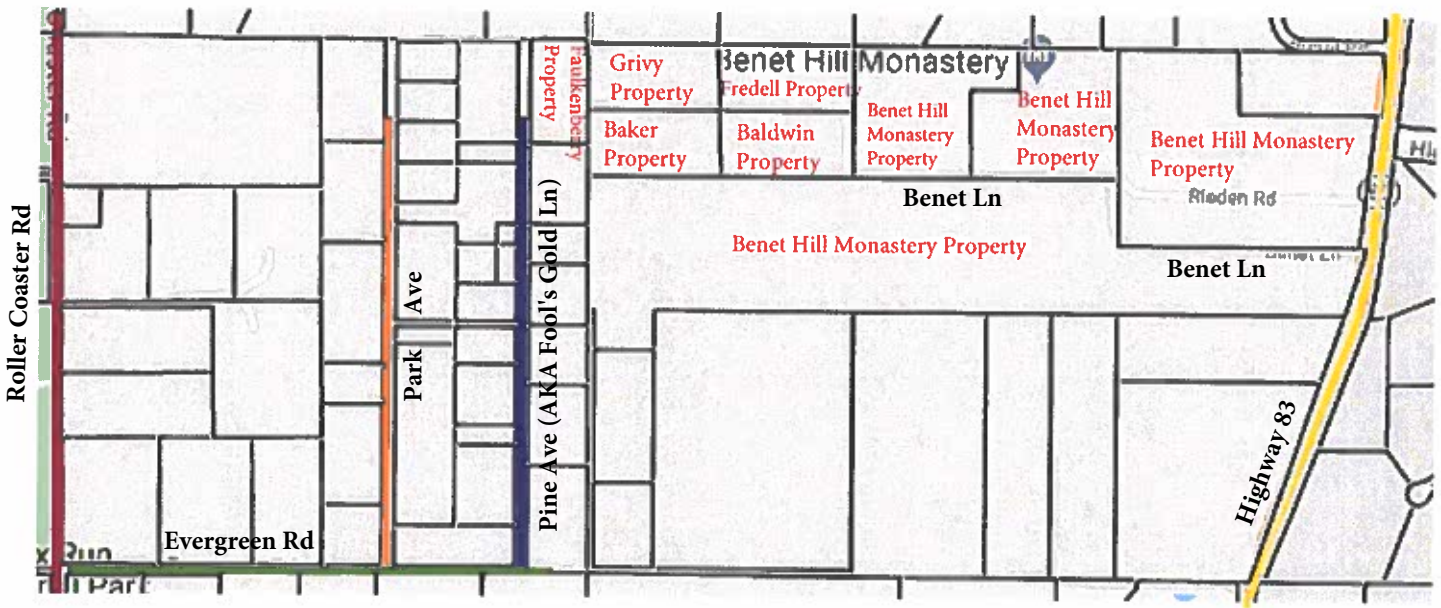
On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, John Andrew Fredell and Mary Diane Fredell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Exhibit A - Emergency Access Easement for Benet Lane
Pg 1 of 2



Key:

- Highway 83
- Roller Coaster Road
- Fool's Gold Lane
- Park Ave
- Evergreen Rd

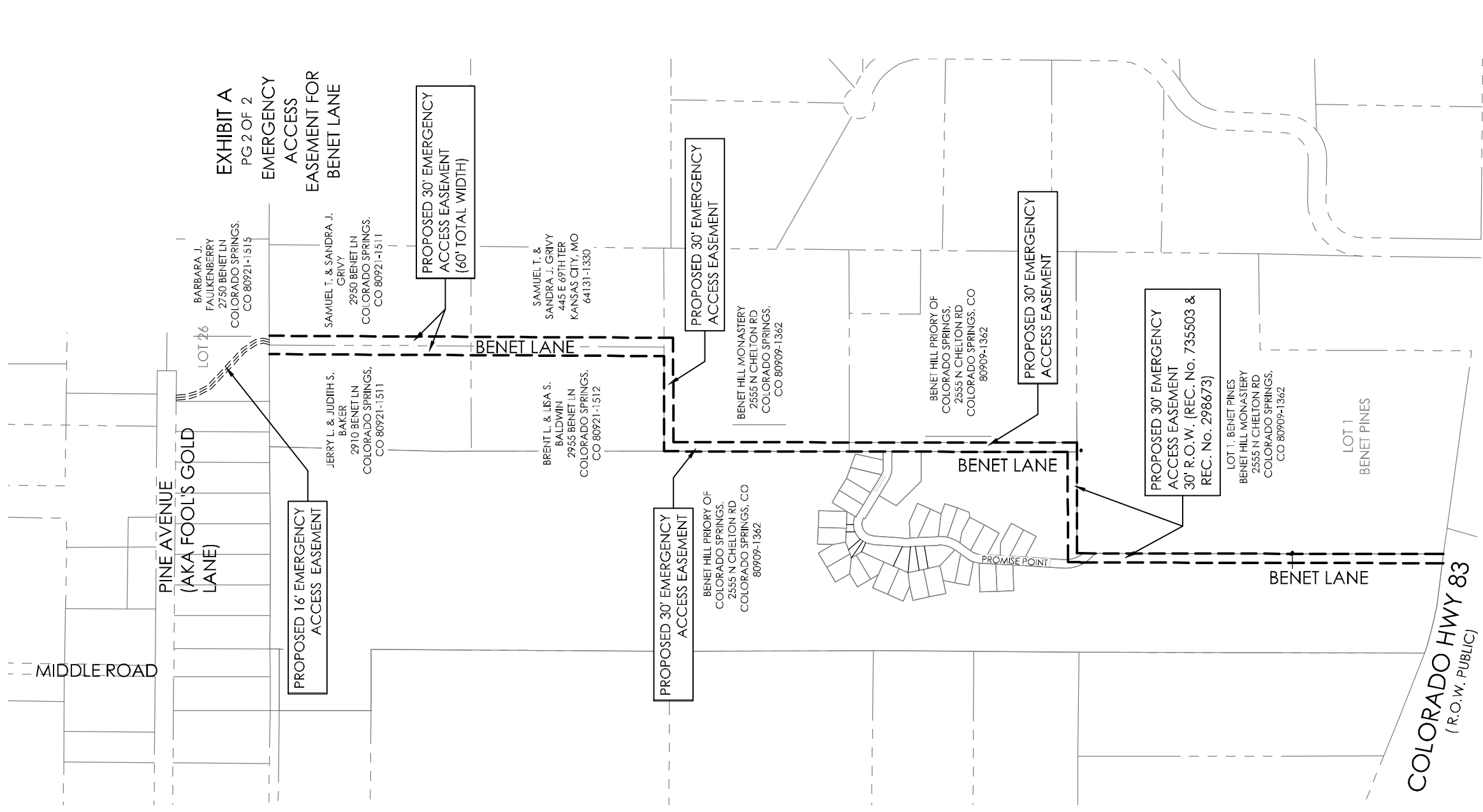
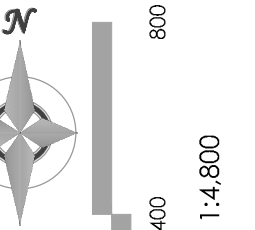
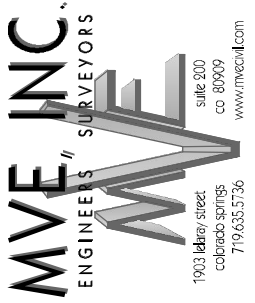


EXHIBIT A
 PG 2 OF 2
 EMERGENCY ACCESS EASEMENT FOR BENET LANE



COLORADO HWY 83
 (R.O.W. PUBLIC)

PINE AVENUE
 (AKA FOOL'S GOLD LANE)

MIDDLE ROAD

LOT 26

PROPOSED 16' EMERGENCY ACCESS EASEMENT

PROPOSED 30' EMERGENCY ACCESS EASEMENT (60' TOTAL WIDTH)

PROPOSED 30' EMERGENCY ACCESS EASEMENT

PROPOSED 30' EMERGENCY ACCESS EASEMENT

PROPOSED 30' EMERGENCY ACCESS EASEMENT

PROPOSED 30' EMERGENCY ACCESS EASEMENT 30' R.O.W. (REC. No. 735503 & REC. No. 298673)

BENET LANE

BENET LANE

BENET LANE

LOT 1 BENET PINES

PROMISE POINT

EXHIBIT B – LEGAL DESCRIPTION- EMERGENCY ACCESS EASEMENT AGREEMENT

A STRIP OF LAND 16 FEET IN WIDTH OVER AND ACROSS LOT 26, BLOCK 4, BLACK FOREST PARK SUBDIVISION AS SHOWN IN EL PASO COUNTY RESOLUTION NO'S 79-363 & 79-364, BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 21, BLACK FOREST PARK SUBDIVISION AS RECORDED IN PLAT BOOK P AT PAGES 42 & 43 OF THE RECORDS OF EL PASO COUNTY, COLORADO FROM WHICH THE NORTHEAST CORNER OF SAID BLACK FOREST PARK SUBDIVISION BEARS N00°06'47"W (BASIS OF BEARING), 511.90 FEET, THENCE N00°06'47"W, 193.33 FEET ALONG THE EAST LINE OF SAID BLACK FOREST PARK SUBDIVISION TO THE TRUE POINT OF BEGINNING;

THENCE N77°24'46"W, 21.99 FEET;

THENCE S79°20'44"W, 22.03 FEET;

THENCE S55°38'00"W, 50.50 FEET;

THENCE S43°05'20"W, 161.19 FEET;

THENCE S61°07'51"W, 49.15 FEET;

THENCE S73°32'21"W, 30.67 FEET;

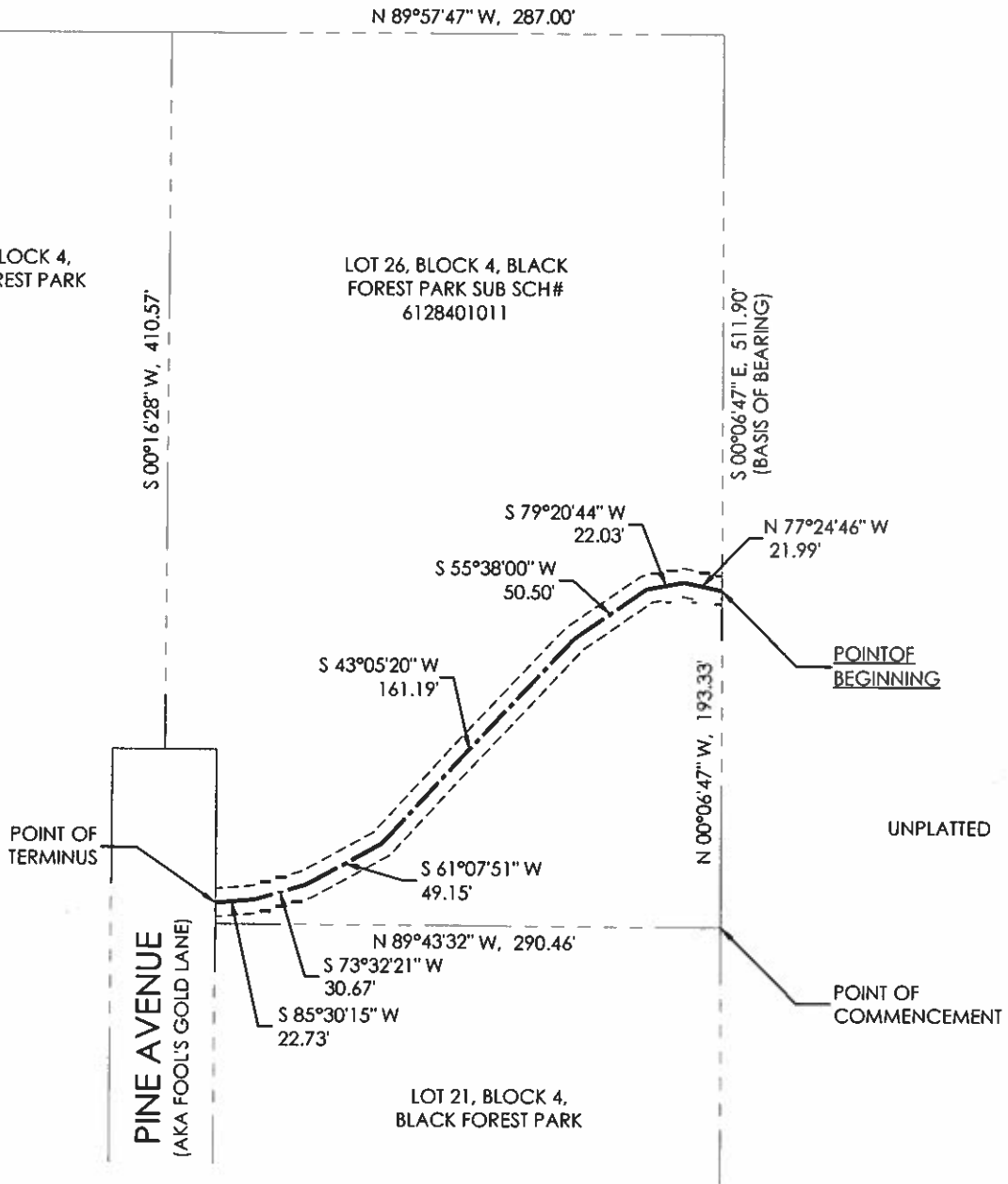
THENCE S85°30'15"W, 22.73 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PINE AVENUE (AKA FOOL'S GOLD LANE) AND THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT THE EAST AND WEST LINES OF SAID LOT 26, BLOCK 4, BLACK FOREST PARK SUBDIVISION.

CONTAINING 5,732 SF, MORE OR LESS.

LOT 19, BLOCK 4,
BLACK FOREST PARK

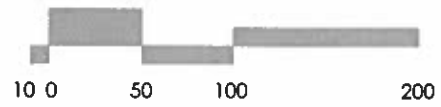
LOT 26, BLOCK 4, BLACK
FOREST PARK SUB SCH#
6128401011




PINE AVENUE
(AKA FOOL'S GOLD LANE)

UNPLATED

POINT OF
COMMENCEMENT



 <p>MONUMENT VALLEY ENGINEERS INC. ENGINEERS * SURVEYORS 1903 LELARAY STREET COLORADO SPRINGS, COLORADO 80909 PHONE (719) 635-5736</p>	XREFS	PROJECT:	LOT 26, BLOCK 4, BLACK FOREST PARK		
		TITLE:	ACCESS EASEMENT EXHIBIT		
		PROJ. NO.	DATE:	DRAWING NO.	SHEET
		61087	11/19/19	ACCESS	1 OF 1

GRANT OF EMERGENCY ACCESS EASEMENT FOR BENET LANE

This GRANT OF EMERGENCY ACCESS EASEMENT and AGREEMENT ("Grant and Agreement") is entered into this 9th day of December, 2019 ("Effective Date") by and between John Andrew Fredell and Mary Diane Fredell ("Grantors"), whose address is 2980 Benet Ln, Colorado Springs, CO, 80921; and, the Sisters of the Benet Hill Monastery, for the benefit of Emergency Responders, all current and future residents of the Sanctuary of Peace Residential Community ("Sanctuary of Peace"), all current and future residents, of real property whose addresses are located upon and adjacent to Benet Lane, Fool's Gold Lane, Park Avenue, and Evergreen Road (collectively "Grantees") subject to Emergency Evacuation Orders, as further defined and described below, who for purposes of notice under this Grant and Agreement shall collectively have the address of the Benet Hill Monastery of Colorado Springs, whose address is 3190 Benet Lane, Colorado Springs, CO 80921, (Grantors and Grantees hereinafter collectively referred to as "Parties").

RECITALS

A. Grantors are the owners of the real property known as 2980 Benet Ln, as located in the N $\frac{1}{2}$ E $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (the "Fredell Property").

B. Benet Lane is a private road constructed from Colorado State Highway 83 on the east, westerly through properties owned by the Benet Hill Monastery of Colorado, including the Sanctuary of Peace, and continues on through property currently owned by Brent A. and Lisa S. Baldwin, Samuel T. and Sandra J. Grivy, Jerry L. and Judith S. Baker, Barbara J. Faulkenberry, and the Fredell Property, all as depicted on the attached **Exhibit A**.

C. The Sisters of Benet Hill Monastery, and the Residents of the Sanctuary of Peace, as well as all other residents described in Paragraph B, above, including Grantors, have access to their respective properties limited to via Colorado State Highway 83, and Benet Lane; and the property owned by Barbara J. Faulkenberry is also accessible by way of Fool's Gold Lane, Evergreen Lane and onto Roller Coaster Road.

D. Grantors and Grantees, and their guests and licensees, may, from time to time, be subject to Emergency Evacuation Orders issued by Public Fire and Public Safety Officials.

E. Emergency Responders are limited in their ability to access the properties owned by the Parties, should emergency conditions render either Colorado State Highway 83 or Roller Coaster Road inaccessible.

F. These access issues are shared by the parties hereto, and remedy of such potentially dire access issues for all parties constitutes substantial and sufficient consideration for this Grant and Agreement herein, particularly in light of similar easements granted by the various Grantees hereto coincident with this Grant and Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Nonexclusive Access Easement.

a. Benet Lane Easement. The Grantors hereby grant to the Grantees, their respective successors and assigns, and Emergency Responders a perpetual, non-exclusive access easement for the use of the private road known as "Benet Lane" only when subject to Emergency Evacuation Orders and for the following limited purposes: (a) ingress and egress of emergency vehicles and Emergency Responders during periods in which emergency fire, medical or other emergency response is required; and (b) necessary emergency ingress and egress use by Grantees, their guests and licensees, to and from their respective real properties owned and located on Benet Lane, Fools Gold Lane, Park Avenue, and/or Evergreen Road. This Grant and Agreement is limited to the existing road within the area more particularly described as follows:

THE SOUTH THIRTY FEET (30') OF THE NORTH HALF OF THE EAST HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M.

b. Retained Use. Grantors retain the right to the full use and enjoyment of their Property as encumbered by this Grant and Agreement to the extent not inconsistent with, and that does not interfere with Grantees' respective use and enjoyment of the Emergency Easement, and consistent with the terms and conditions of this Grant and Agreement.

2. Construction. It is agreed and acknowledged that Benet Lane, which provides access to the Fredell Property, is in existence as of the time of this Grant and Agreement.

3. Licensees. The residents described in Paragraph B, above, acknowledge this Grant and Agreement for all Grantees, including current and future residents of real

property whose addresses are located upon and adjacent to Fool's Gold Lane, Park Avenue, and Evergreen Road. Benet Lane will remain a private road and Grantees utilizing this grant of easement under emergency evacuation orders will be considered licensees on Benet Lane.

4. Limitation of Liability. Grantees agree that use of Benet Lane is at their own risk, and agree to indemnify Grantors from any damage and injury resulting from the condition of the road during use.

5. Cooperation Clause. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Grant and Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.

6. Notice of Action. Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Grant and Agreement, and effective upon receipt.

7. Authority. The persons executing this Grant and Agreement represent that they have the full and complete permission and authority to do so. This Grant and Agreement is a legally valid, binding, and enforceable obligation of the Parties in accordance with its terms.

8. Governing Law. This Grant and Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

9. Dispute Resolution. In the event of a notice of a dispute between or among Grantors and Grantees concerning this Grant and Agreement, the disputing persons or entities (hereinafter collectively referred to as "Disputing Parties") will meet within fourteen (14) calendar days to resolve the dispute. If they are unsuccessful resolving the dispute, within fourteen (14) calendar days of the initial meeting, the Disputing Parties will retain a mediator to assist with resolution of the dispute. If the Disputing Parties are unable to agree upon a mediator, they will each select a mediator. The two mediators will select a third mediator, who will then individually mediate the dispute. Within fourteen (14) calendar days of the selection of a mediator, the Disputing Parties will meet with the mediator to resolve the dispute. If the Disputing Parties are unable to resolve the dispute within thirty (30) calendar days after initial meeting with the mediator, the Disputing Parties will submit the matter to binding arbitration, on a confidential basis, pursuant to the rules of the American Arbitration Association. Arbitration shall be limited to oversight by one arbitrator. If the Disputing Parties are not able to agree upon the selection of an arbitrator, within fourteen (14) days of commencement of an arbitration proceeding, the arbitrator shall be selected by the

American Arbitration Association, and barring extraordinary circumstances, the arbitration proceeding will be concluded within 90 days from the date the arbitrator is appointed. The Disputing Parties shall not be entitled to discovery in the arbitration, except that any Party shall be entitled to request no more than 200 pages of documents. The Disputing Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify no more than three witnesses who will testify at the arbitration hearing and provide a brief summary of the anticipated testimony of such witnesses at least fourteen (14) calendar days before the arbitration hearing. The Disputing Parties will share equally in the cost of any mediation and arbitration. As a result, outcomes of arbitration and mediation are declaratory judgments, and under no circumstances will mediator or arbitrator award punitive, consequential, special, or indirect monetary damages.

10. Binding Effect/Recording. This Grant and Agreement shall be binding upon the undersigned Grantors and Grantees, and their respective successors, assigns, and personal representatives, and shall become effective upon recording in the records of the Clerk and Recorder for El Paso County, upon prior County approval of the Sanctuary of Peace Development. If El Paso County does not approve the Sanctuary of Peace Development, this Grant and Agreement does not become effective. This Grant and Agreement may not be revoked without the written unanimous consent of the Parties. Consent of the Parties shall not be unreasonably withheld, conditioned, or delayed. After recording of this Grant and Agreement in the records of the Clerk and Recorder for El Paso County, Colorado, this Grant and Agreement shall be enforceable by the Parties' respective successors and assigns and personal representatives. Any persons or other entities that hereby acquire title to the Grantors' or Grantees' respective properties, whether by purchase or otherwise, shall be subject to the provisions of this Grant and Agreement to the same extent as if they had been signatories to this Grant and Agreement.

11. Exhibits and Attachments. The attachments and exhibits referred to in this Easement Grant will be deemed to be and are part of this Grant and Agreement and are incorporated herein by reference.

12. Assignment. This Grant and Agreement is intended to run with the land of Grantors and Grantees, and may only be assigned to a successor in interest to such real property. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Grantors and Grantees hereto and their respective successors and assigns.

13. Amendments. This Grant and Agreement may be amended only by a written instrument executed by all Parties.

14. Third Party Beneficiaries. Except as expressly provided in this Grant and

Agreement, this Grant and Agreement is not intended to give any rights to the general public, nor to other third parties, and no such third party who is not a specifically identified party to this Grant and Agreement, shall be entitled to enforce any provision hereof arising from a breach hereof.

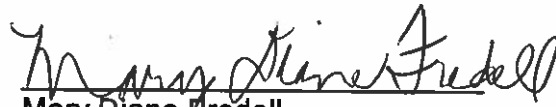
15. Severability. If any provision of this Grant and Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Grant and Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Grant and Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

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

GRANTORS



John Andrew Fredell

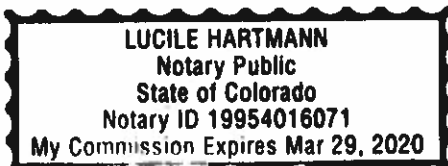

Mary Diane Fredell

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, John Andrew Fredell and Mary Diane Fredell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20


Notary Public



GRANTEES

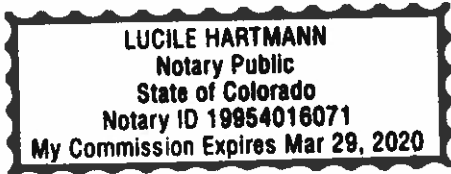
Jerry L. Baker
Jerry L. Baker

Judith S. Baker
Judith S. Baker

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Jerry L. Baker and Judith S. Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

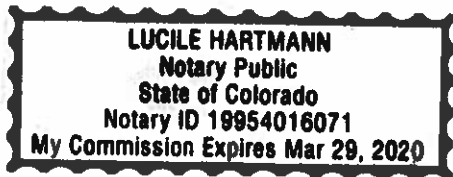
Brent A. Baldwin
Brent A. Baldwin

Lisa S. Baldwin
Lisa S. Baldwin

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 13 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Brent A. Baldwin and Lisa S. Baldwin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

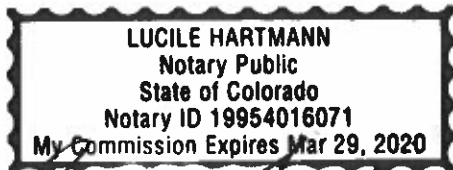
Samuel T. Grivy
Samuel T. Grivy

Sandra J. Grivy
Sandra J. Grivy

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 7 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Samuel T. Grivy and Sandra J. Grivy, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



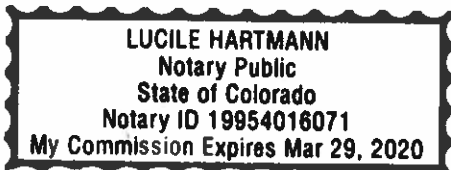
Lucile Hartmann
Notary Public

Barbara J. Faulkenberry
Barbara J. Faulkenberry

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Barbara J. Faulkenberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

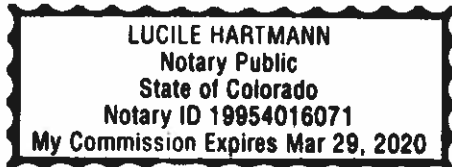
Sister Clara Carr OSB

Sister Clara Carr OSB as President of Benet Hill Monastery of Colorado Springs

STATE OF Colorado)
COUNTY OF El Paso) ss.

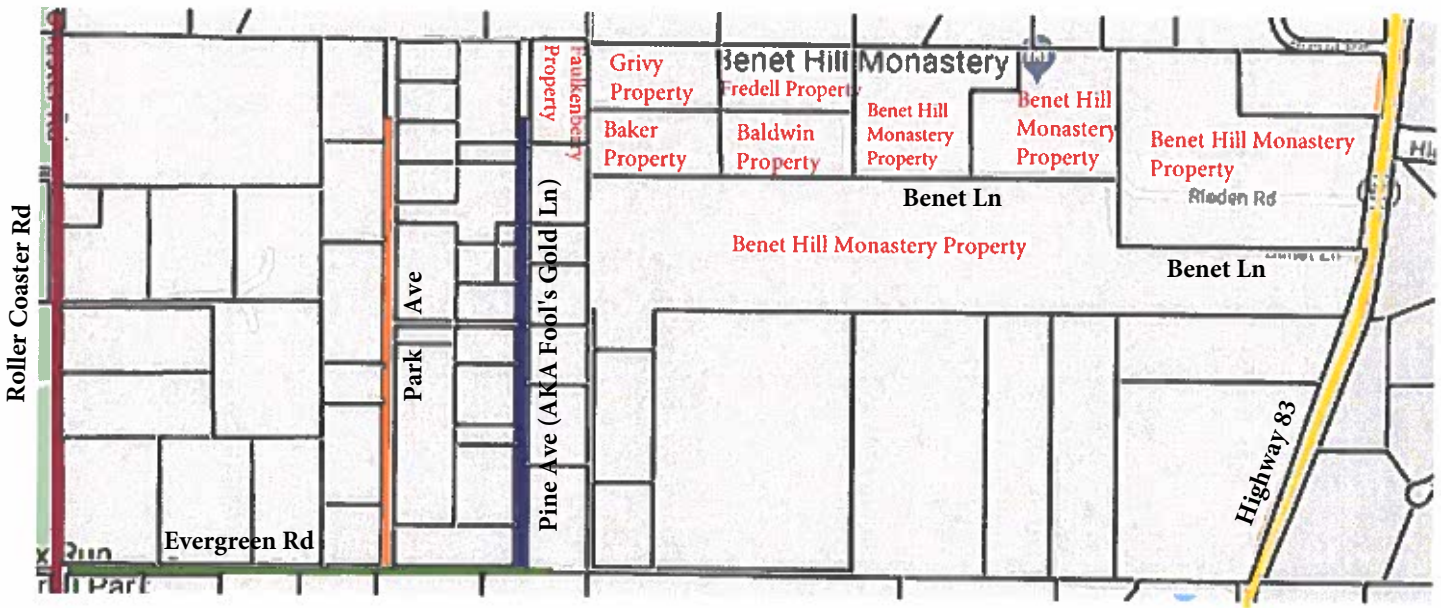
On this 8 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Sister Clara Carr OSB as President of Benet Hill Monastery of Colorado Springs, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Exhibit A - Emergency Access Easement for Benet Lane
Pg 1 of 2



Key:

- Highway 83
- Roller Coaster Road
- Fool's Gold Lane
- Park Ave
- Evergreen Rd

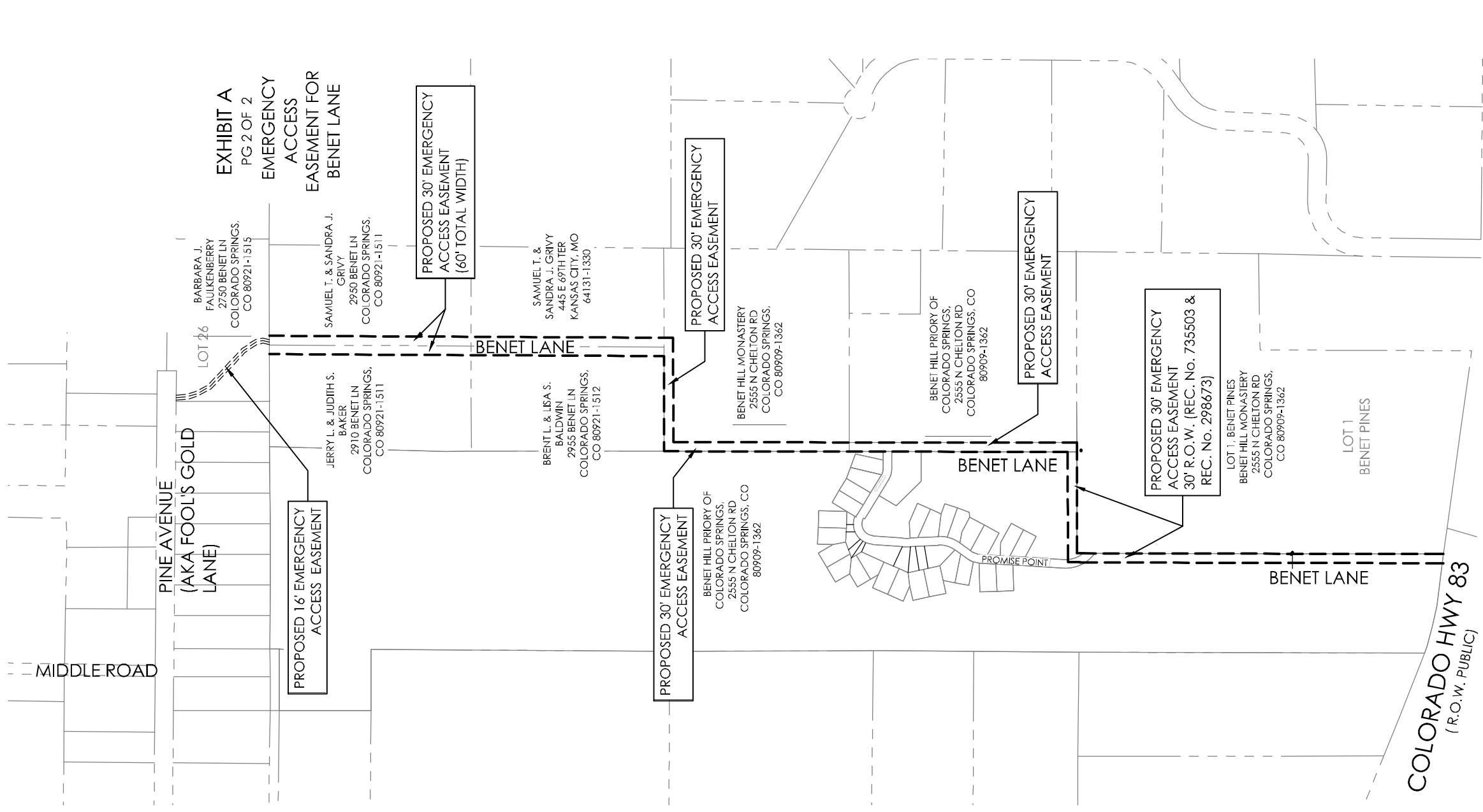


EXHIBIT A
 PG 2 OF 2
 EMERGENCY ACCESS EASEMENT FOR BENET LANE

BARBARA J. FAULKENBERRY
 2750 BENET LN
 COLORADO SPRINGS,
 CO 80921-1515

SAMUEL T. & SANDRA J. GRIVY
 2950 BENET LN
 COLORADO SPRINGS,
 CO 80921-1511

PROPOSED 30' EMERGENCY ACCESS EASEMENT (60' TOTAL WIDTH)

SAMUEL T. & SANDRA J. GRIVY
 445 E 67TH TER
 KANSAS CITY, MO
 64131-1330

PROPOSED 30' EMERGENCY ACCESS EASEMENT

BENET HILL MONASTERY
 2555 N CHELTON RD
 COLORADO SPRINGS,
 CO 80909-1362

PROPOSED 30' EMERGENCY ACCESS EASEMENT

BENET HILL PRIORITY OF
 COLORADO SPRINGS,
 2555 N CHELTON RD
 COLORADO SPRINGS, CO
 80909-1362

PROPOSED 30' EMERGENCY ACCESS EASEMENT 30' R.O.W. (REC. No. 735503 & REC. No. 298673)

LOT 1, BENET PINES
 BENET HILL MONASTERY
 2555 N CHELTON RD
 COLORADO SPRINGS,
 CO 80909-1362

LOT 1
 BENET PINES

PINE AVENUE
 (AKA FOOL'S GOLD LANE)

PROPOSED 16' EMERGENCY ACCESS EASEMENT

JERRY L. & JUDITH S. BAKER
 2910 BENET LN
 COLORADO SPRINGS,
 CO 80921-1511

BRENT L. & LISA S. BALDWIN
 2955 BENET LN
 COLORADO SPRINGS,
 CO 80921-1512

PROPOSED 30' EMERGENCY ACCESS EASEMENT

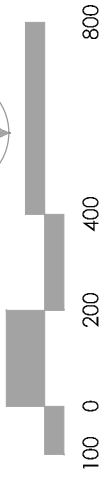
BENET HILL PRIORITY OF
 COLORADO SPRINGS,
 2555 N CHELTON RD
 COLORADO SPRINGS, CO
 80909-1362

BENET LANE

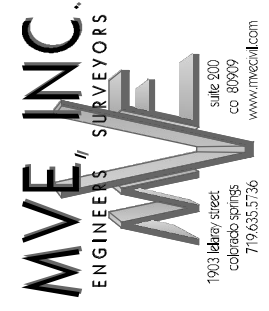
PROMISE POINT

BENET LANE

COLORADO HWY 83
 (R.O.W. PUBLIC)



1" = 400' 1:4,800



1903 Idaroy street
 colorado springs
 co 80909
 719.635.5736
 www.mveinc.com

SITE MAP

EXHIBIT A
 PG 2 OF 2
 EMERGENCY ACCESS EASEMENT FOR BENET LANE

JULY 1, 2020
 61087-SITE-MAP

GRANT OF EMERGENCY ACCESS EASEMENT FOR BENET LANE

This GRANT OF EMERGENCY ACCESS EASEMENT and AGREEMENT ("Grant and Agreement") is entered into this 7th day of December, 2019 ("Effective Date") by and between Samuel T. Grivy and Sandra J. Grivy ("Grantors"), whose address is 2950 Benet Ln, Colorado Springs, CO, 80921; and, the Sisters of the Benet Hill Monastery, for the benefit of Emergency Responders, all current and future residents of the Sanctuary of Peace Residential Community ("Sanctuary of Peace"), all current and future residents, of real property whose addresses are located upon and adjacent to Benet Lane, Fool's Gold Lane, Park Avenue, and Evergreen Road (collectively "Grantees") subject to Emergency Evacuation Orders, as further defined and described below, who for purposes of notice under this Grant and Agreement shall collectively have the address of the Benet Hill Monastery of Colorado Springs, whose address is 3190 Benet Lane, Colorado Springs, CO 80921, (Grantors and Grantees hereinafter collectively referred to as "Parties").

RECITALS

A. Grantors are the owners of the real property known as 2950 Benet Ln, as located in the N½ NW¼ NW¼ SW¼ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (the "Grivy Property").

B. Benet Lane is a private road constructed from Colorado State Highway 83 on the east, westerly through properties owned by the Benet Hill Monastery of Colorado, including the Sanctuary of Peace, and continues on through property currently owned by Brent A. and Lisa S. Baldwin, John A. and Mary D. Fredell, Jerry L. and Judith S. Baker, Barbara J. Faulkenberry, and the Grivy Property, all as depicted on the attached **Exhibit A**.

C. The Sisters of Benet Hill Monastery, and the Residents of the Sanctuary of Peace, as well as all other residents described in Paragraph B, above, including Grantors, have access to their respective properties limited to via Colorado State Highway 83, and Benet Lane; and the property owned by Barbara J. Faulkenberry is also accessible by way of Fool's Gold Lane, Evergreen Lane and onto Roller Coaster Road.

D. Grantors and Grantees, and their guests and licensees, may, from time to time, be subject to Emergency Evacuation Orders issued by Public Fire and Public Safety Officials.

E. Emergency Responders are limited in their ability to access the properties owned by the Parties, should emergency conditions render either Colorado State Highway 83 or Roller Coaster Road inaccessible.

F. These access issues are shared by the parties hereto, and remedy of such potentially dire access issues for all parties constitutes substantial and sufficient consideration for this Grant and Agreement herein, particularly in light of similar easements granted by the various Grantees hereto coincident with this Grant and Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Nonexclusive Access Easement.

a. Benet Lane Easement. The Grantors hereby grant to the Grantees, their respective successors and assigns, and Emergency Responders a perpetual, non-exclusive access easement for the use of the private road known as "Benet Lane" only when subject to Emergency Evacuation Orders and for the following limited purposes:

(a) ingress and egress of emergency vehicles and Emergency Responders during periods in which emergency fire, medical or other emergency response is required; and
(b) necessary emergency ingress and egress use by Grantees, their guests and licensees, to and from their respective real properties owned and located on Benet Lane, Fools Gold Lane, Park Avenue, and/or Evergreen Road. This Grant and Agreement is limited to the existing road within the area more particularly described as follows:

THE SOUTH THIRTY FEET (30') OF THE NORTH HALF OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66
WEST OF THE 6th P.M., AND;

THE SOUTH THIRTY FEET (30') OF THE NORTH HALF OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66
WEST OF THE 6th P.M.

b. Retained Use. Grantors retain the right to the full use and enjoyment of their Property as encumbered by This Grant and Agreement to the extent not inconsistent with, and that does not interfere with Grantees' respective use and enjoyment of the Emergency Easement, and consistent with the terms and conditions of this Grant and Agreement.

2. **Construction.** It is agreed and acknowledged that Benet Lane, which provides access to the Grivy Property, is in existence as of the time of this Grant and Agreement.
3. **Licensees.** The residents described in Paragraph B, above, acknowledge this Grant and Agreement for all Grantees, including current and future residents of real property whose addresses are located upon and adjacent to Fool's Gold Lane, Park Avenue, and Evergreen Road. Benet Lane will remain a private road and Grantees utilizing this grant of easement under emergency evacuation orders will be considered licensees on Benet Lane.
4. **Limitation of Liability.** Grantees agree that use of Benet Lane is at their own risk, and agree to indemnify Grantors from any damage and injury resulting from the condition of the road during use.
5. **Cooperation Clause.** The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Grant and Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.
6. **Notice of Action.** Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Grant and Agreement, and effective upon receipt.
7. **Authority.** The persons executing this Grant and Agreement represent that they have the full and complete permission and authority to do so. This Grant and Agreement is a legally valid, binding, and enforceable obligation of the Parties in accordance with its terms.
8. **Governing Law.** This Grant and Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.
9. **Dispute Resolution.** In the event of a notice of a dispute between or among Grantors and Grantees concerning this Grant and Agreement, the disputing persons or entities (hereinafter collectively referred to as "Disputing Parties") will meet within fourteen (14) calendar days to resolve the dispute. If they are unsuccessful resolving the dispute, within fourteen (14) calendar days of the initial meeting, the Disputing Parties will retain a mediator to assist with resolution of the dispute. If the Disputing Parties are unable to agree upon a mediator, they will each select a mediator. The two mediators will select a third mediator, who will then individually mediate the dispute. Within fourteen (14) calendar days of the selection of a mediator, the Disputing Parties will meet with the mediator to resolve the dispute. If the Disputing Parties are unable to resolve the dispute within thirty (30) calendar days after initial meeting with the

mediator, the Disputing Parties will submit the matter to binding arbitration, on a confidential basis, pursuant to the rules of the American Arbitration Association. Arbitration shall be limited to oversight by one arbitrator. If the Disputing Parties are not able to agree upon the selection of an arbitrator, within fourteen (14) days of commencement of an arbitration proceeding, the arbitrator shall be selected by the American Arbitration Association, and barring extraordinary circumstances, the arbitration proceeding will be concluded within 90 days from the date the arbitrator is appointed. The Disputing Parties shall not be entitled to discovery in the arbitration, except that any Party shall be entitled to request no more than 200 pages of documents. The Disputing Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify no more than three witnesses who will testify at the arbitration hearing and provide a brief summary of the anticipated testimony of such witnesses at least fourteen (14) calendar days before the arbitration hearing. The Disputing Parties will share equally in the cost of any mediation and arbitration. As a result, outcomes of arbitration and mediation are declaratory judgments, and under no circumstances will mediator or arbitrator award punitive, consequential, special, or indirect monetary damages.

10. Binding Effect/Recording. This Grant and Agreement shall be binding upon the undersigned Grantors and Grantees, and their respective successors, assigns, and personal representatives, and shall become effective upon recording in the records of the Clerk and Recorder for El Paso County, upon prior County approval of the Sanctuary of Peace Development. If El Paso County does not approve the Sanctuary of Peace Development, this Grant and Agreement does not become effective. This Grant and Agreement may not be revoked without the written unanimous consent of the Parties. Consent of the Parties shall not be unreasonably withheld, conditioned, or delayed. After recording of this Grant and Agreement in the records of the Clerk and Recorder for El Paso County, Colorado, this Grant and Agreement shall be enforceable by the Parties' respective successors and assigns and personal representatives. Any persons or other entities that hereby acquire title to the Grantors' or Grantees' respective properties, whether by purchase or otherwise, shall be subject to the provisions of this Grant and Agreement to the same extent as if they had been signatories to this Grant and Agreement.

11. Exhibits and Attachments. The attachments and exhibits referred to in this Easement Grant will be deemed to be and are part of this Grant and Agreement and are incorporated herein by reference.

12. Assignment. This Grant and Agreement is intended to run with the land of Grantors and Grantees, and may only be assigned to a successor in interest to such real property. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Grantors and Grantees hereto and their respective successors and assigns.

13. Amendments. This Grant and Agreement may be amended only by a written instrument executed by all Parties.

14. Third Party Beneficiaries. Except as expressly provided in this Grant and Agreement, this Grant and Agreement is not intended to give any rights to the general public, nor to other third parties, and no such third party who is not a specifically identified party to this Grant and Agreement, shall be entitled to enforce any provision hereof arising from a breach hereof.

15. Severability. If any provision of this Grant and Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Grant and Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Grant and Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

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

GRANTORS

Samuel T. Grivy
Samuel T. Grivy

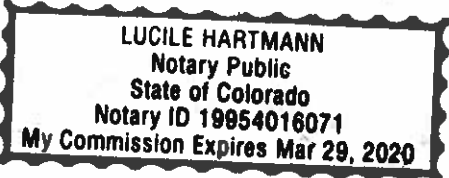
Sandra J. Grivy
Sandra J. Grivy

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 7 day of December 2019, before me, the undersigned, a Notary Public in and for said County and State, Samuel T. Grivy and Sandra J. Grivy, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.

Lucile Hartmann
Notary Public



GRANTEES

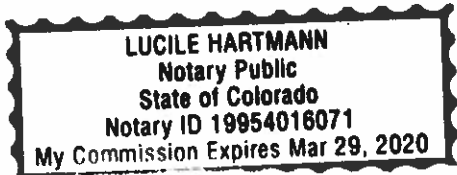
Jerry L. Baker
Jerry L. Baker

Judith S. Baker
Judith S. Baker

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Jerry L. Baker and Judith S. Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

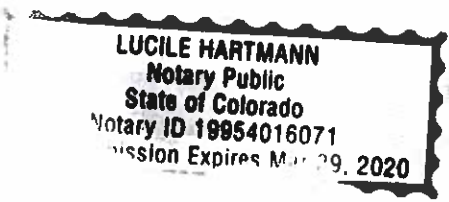
Brent A. Baldwin
Brent A. Baldwin

Lisa S. Baldwin
Lisa S. Baldwin

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 13 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Brent A. Baldwin and Lisa S. Baldwin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

John Andrew Fredell
John Andrew Fredell

Mary Diane Fredell
Mary Diane Fredell

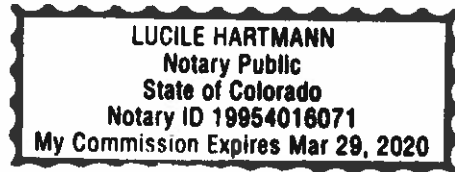
STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, John Andrew Fredell and Mary Diane Fredell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.

Lucile Hartmann
Notary Public

Barbara J. Faulkenberry
Barbara J. Faulkenberry

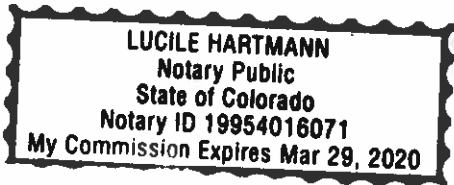


STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Barbara J. Faulkenberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My commission expires: 3-29-20.

Lucile Hartmann
Notary Public



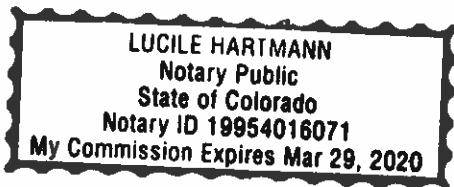
Sister Clare Carr OSB

Sister Clare Carr OSB President of Benet Hill Monastery of Colorado Springs

STATE OF Colorado)
COUNTY OF El Paso) ss.

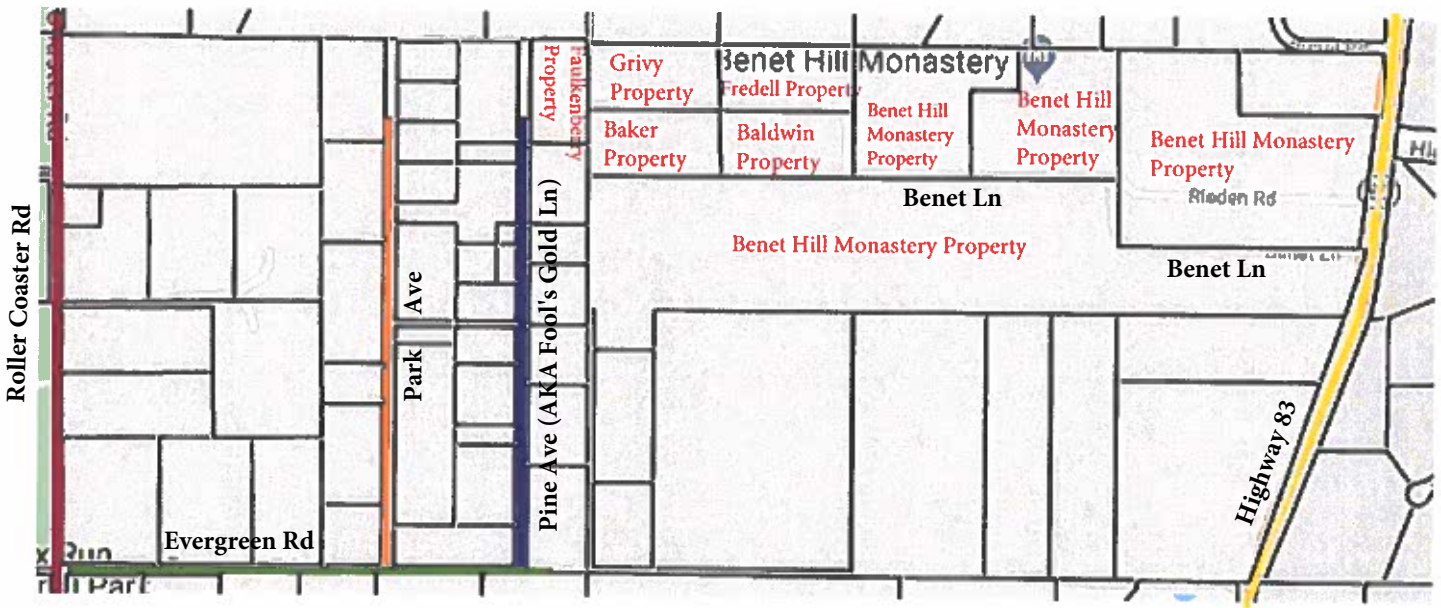
On this 8 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Sister Clare Carr OSB as President of Benet Hill Monastery of Colorado Springs, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Exhibit A - Emergency Access Easement for Benet Lane
Pg 1 of 2



Key:

- Highway 83
- Roller Coaster Road
- Fool's Gold Lane
- Park Ave
- Evergreen Rd

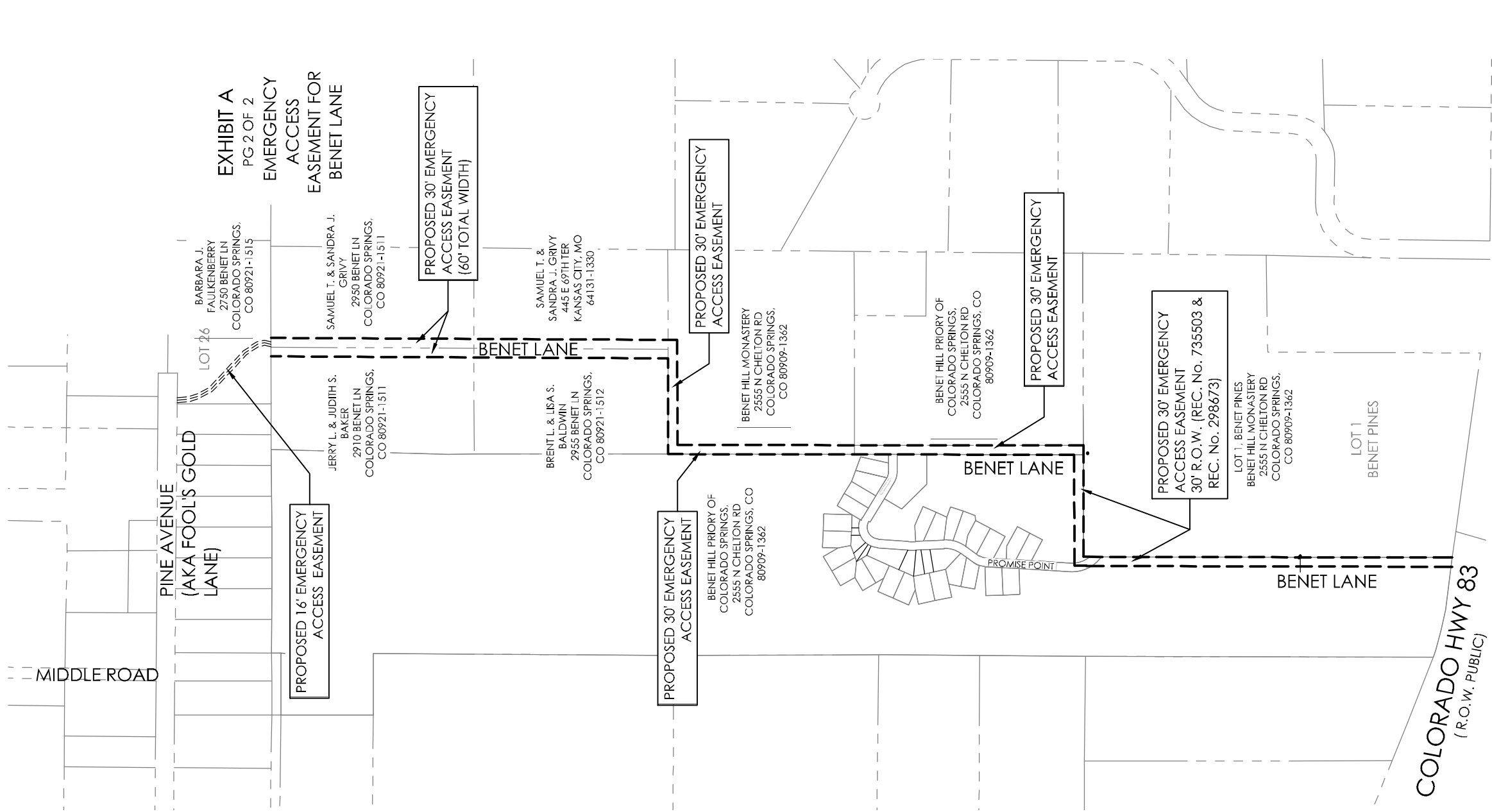
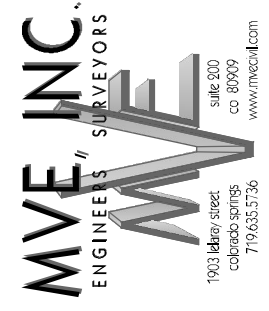
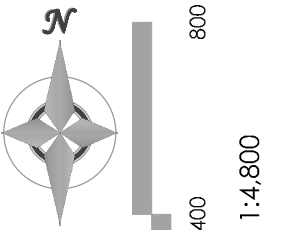


EXHIBIT A
 PG 2 OF 2
 EMERGENCY ACCESS EASEMENT FOR BENET LANE



SITE MAP

EXHIBIT A
 PG 2 OF 2
 EMERGENCY ACCESS EASEMENT FOR BENET LANE

JULY 1, 2020
 61067-SITE-MAP

GRANT OF EMERGENCY ACCESS EASEMENT FOR BENET LANE

This GRANT OF EMERGENCY ACCESS EASEMENT and AGREEMENT (“Grant and Agreement”) is entered into this 8th day of December, 2019 (“Effective Date”) by and between Benet Hill Monastery of Colorado Springs, Inc., (“Grantors”), whose address is 3190 Benet Lane, Colorado Springs, CO 80921; and, the Sisters of the Benet Hill Monastery, for the benefit of Emergency Responders, all current and future residents of the Sanctuary of Peace Residential Community (“Sanctuary of Peace”), all current and future residents, of real property whose addresses are located upon and adjacent to Benet Lane, Fool’s Gold Lane, Park Avenue, and Evergreen Road (collectively “Grantees”) subject to Emergency Evacuation Orders, as further defined and described below, who for purposes of notice under this Grant and Agreement shall collectively have the address of the Benet Hill Monastery of Colorado Springs, whose address is 3190 Benet Lane, Colorado Springs, CO 80921, (Grantors and Grantees hereinafter collectively referred to as “Parties”).

RECITALS

A. Grantors are the owners of the real property known as 3060 Benet Ln, as located in the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (“Monastery Property”); and

B. Grantors are the owner of the real property known as 3260 Benet Ln and 3270 Benet Ln, as located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (“Monastery Property”); and

C. Grantors are the owner of the real property known as 15760 Highway 83, as located in the W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (“Monastery Property”); and

D. Grantors are the owners of the real property known as 3170 Benet Ln and 3190 Benet Ln, as located in the SW $\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, as depicted on **Exhibit A** attached hereto (“Monastery Property”).

E. Benet Lane is a private road constructed from Colorado State Highway 83 on the east, westerly through properties owned by the Benet Hill Monastery of Colorado, including the Sanctuary of Peace, and continues on through property currently owned by Brent A. and Lisa S. Baldwin, Samuel T. and Sandra J. Grivy, Jerry L. and Judith S. Baker, John A. and Mary D. Fredell, and Barbara J. Faulkenberry, all as depicted on the attached **Exhibit A**.

F. The Sisters of Benet Hill Monastery, and the Residents of the Sanctuary of Peace, as well as all other residents described in Paragraph D, above, including Grantors, have access to their respective properties limited to via Colorado State Highway 83, and Benet Lane; and the property owned by Barbara J. Faulkenberry is also accessible by way of Fool's Gold Lane, Evergreen Lane and onto Roller Coaster Road.

D. Grantors and Grantees, and their guests and licensees, may, from time to time, be subject to Emergency Evacuation Orders issued by Public Fire and Public Safety Officials.

E. Emergency Responders are limited in their ability to access the properties owned by the Parties, should emergency conditions render either Colorado State Highway 83 or Roller Coaster Road inaccessible.

F. These access issues are shared by the parties hereto, and remedy of such potentially dire access issues for all parties constitutes substantial and sufficient consideration for this Grant and Agreement herein, particularly in light of similar easements granted by the various Grantees hereto coincident with this Grant and Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Nonexclusive Access Easement.

a. Benet Lane Easement. The Grantors hereby grant to the Grantees, their respective successors and assigns, and Emergency Responders a perpetual, non-exclusive access easement for the use of the private road known as "Benet Lane" only when subject to Emergency Evacuation Orders and for the following limited purposes: (a) ingress and egress of emergency vehicles and Emergency Responders during periods in which emergency fire, medical or other emergency response is required; and (b) necessary emergency ingress and egress use by Grantees, their guests and licensees, to and from their respective real properties owned and located on Benet Lane, Fools Gold Lane, Park Avenue, and/or Evergreen Road. This Grant and Agreement is limited to the existing road within the area more particularly described as follows:

THE SOUTH 370 FEET OF THE WEST THIRTY FEET 30 FEET TOGETHER WITH THE SOUTH 30 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M, AND;

THE EAST THIRTY FEET 30 FEET OF THE NORTH 360 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TOGETHER WITH THE NORTH 30 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M.

b. Retained Use. Grantors retain the right to the full use and enjoyment of their Property as encumbered by This Grant and Agreement to the extent not inconsistent with, and that does not interfere with Grantees' respective use and enjoyment of the Emergency Easement, and consistent with the terms and conditions of this Grant and Agreement.

2. Construction. It is agreed and acknowledged that Benet Lane, which provides access to the Monastery Property, is in existence as of the time of this Grant and Agreement.

3. Licensees. The residents described in Paragraph B, above, acknowledge this Grant and Agreement for all Grantees, including current and future residents of real property whose addresses are located upon and adjacent to Fool's Gold Lane, Park Avenue, and Evergreen Road. Benet Lane will remain a private road and Grantees utilizing this grant of easement under emergency evacuation orders will be considered licensees on Benet Lane.

4. Limitation of Liability. Grantees agree that use of Benet Lane is at their own risk, and agree to indemnify Grantors from any damage and injury resulting from the condition of the road during use.

5. Cooperation Clause. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Grant and Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.

6. Notice of Action. Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Grant and Agreement, and effective upon receipt.

7. Authority. The persons executing this Grant and Agreement represent that they have the full and complete permission and authority to do so. This Grant and Agreement is a legally valid, binding, and enforceable obligation of the Parties in accordance with its terms.

8. Governing Law. This Grant and Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

9. Dispute Resolution. In the event of a notice of a dispute between or among Grantors and Grantees concerning this Grant and Agreement, the disputing persons or entities (hereinafter collectively referred to as "Disputing Parties") will meet within fourteen (14) calendar days to resolve the dispute. If they are unsuccessful resolving the dispute, within fourteen (14) calendar days of the initial meeting, the Disputing Parties will retain a mediator to assist with resolution of the dispute. If the Disputing Parties are unable to agree upon a mediator, they will each select a mediator. The two mediators will select a third mediator, who will then individually mediate the dispute. Within fourteen (14) calendar days of the selection of a mediator, the Disputing Parties will meet with the mediator to resolve the dispute. If the Disputing Parties are unable to resolve the dispute within thirty (30) calendar days after initial meeting with the mediator, the Disputing Parties will submit the matter to binding arbitration, on a confidential basis, pursuant to the rules of the American Arbitration Association. Arbitration shall be limited to oversight by one arbitrator. If the Disputing Parties are not able to agree upon the selection of an arbitrator, within fourteen (14) days of commencement of an arbitration proceeding, the arbitrator shall be selected by the American Arbitration Association, and barring extraordinary circumstances, the arbitration proceeding will be concluded within 90 days from the date the arbitrator is appointed. The Disputing Parties shall not be entitled to discovery in the arbitration, except that any Party shall be entitled to request no more than 200 pages of documents. The Disputing Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify no more than three witnesses who will testify at the arbitration hearing and provide a brief summary of the anticipated testimony of such witnesses at least fourteen (14) calendar days before the arbitration hearing. The Disputing Parties will share equally in the cost of any mediation and arbitration. As a result, outcomes of arbitration and mediation are declaratory judgments, and under no circumstances will mediator or arbitrator award punitive, consequential, special, or indirect monetary damages.

10. Binding Effect/Recording. This Grant and Agreement shall be binding upon the undersigned Grantors and Grantees, and their respective successors, assigns, and personal representatives, and shall become effective upon recording in the records of the Clerk and Recorder for El Paso County, upon prior County approval of the Sanctuary of Peace Development. If El Paso County does not approve the Sanctuary of Peace Development, this Grant and Agreement does not become effective. This Grant

and Agreement may not be revoked without the written unanimous consent of the Parties. Consent of the Parties shall not be unreasonably withheld, conditioned, or delayed. After recording of this Grant and Agreement in the records of the Clerk and Recorder for El Paso County, Colorado, this Grant and Agreement shall be enforceable by the Parties' respective successors and assigns and personal representatives. Any persons or other entities that hereby acquire title to the Grantors' or Grantees' respective properties, whether by purchase or otherwise, shall be subject to the provisions of this Grant and Agreement to the same extent as if they had been signatories to this Grant and Agreement.

11. Exhibits and Attachments. The attachments and exhibits referred to in this Easement Grant will be deemed to be and are part of this Grant and Agreement and are incorporated herein by reference.

12. Assignment. This Grant and Agreement is intended to run with the land of Grantors and Grantees, and may only be assigned to a successor in interest to such real property. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Grantors and Grantees hereto and their respective successors and assigns.

13. Amendments. This Grant and Agreement may be amended only by a written instrument executed by all Parties.

14. Third Party Beneficiaries. Except as expressly provided in this Grant and Agreement, this Grant and Agreement is not intended to give any rights to the general public, nor to other third parties, and no such third party who is not a specifically identified party to this Grant and Agreement, shall be entitled to enforce any provision hereof arising from a breach hereof.

15. Severability. If any provision of this Grant and Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Grant and Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Grant and Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

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

GRANTORS

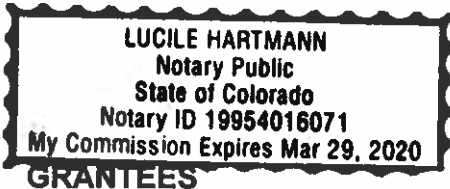
Sister Clare Carr

Sister Clare Carr as President of Benet Hill Monastery of Colorado Springs

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 8 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Sister Clare Carr, as President of Benet Hill Monastery of Colorado Springs, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Jerry L. Baker
Jerry L. Baker

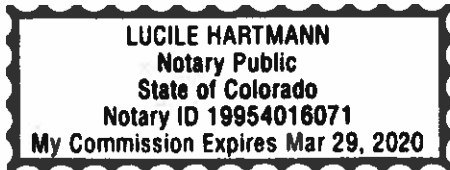
Judith S. Baker
Judith S. Baker

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Jerry L. Baker and Judith S. Baker,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

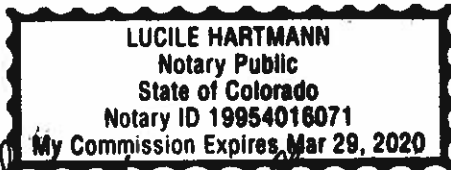
Brent A. Baldwin
Brent A. Baldwin

Lisa S. Baldwin
Lisa S. Baldwin

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 13 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Brent A. Baldwin and Lisa S. Baldwin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Samuel T. Grivy
Samuel T. Grivy

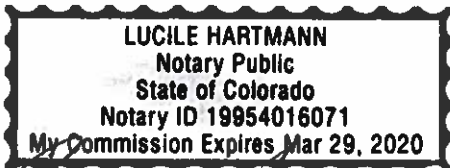
Sandra J. Grivy
Sandra J. Grivy

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 7 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Samuel T. Grivy and Sandra J. Grivy,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



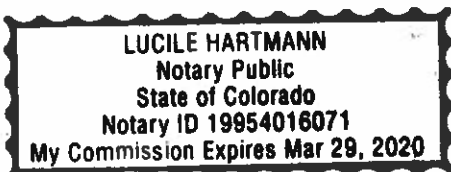
Lucile Hartmann
Notary Public

Barbara J. Faulkenberry
Barbara J. Faulkenberry

STATE OF Colorado)
COUNTY OF El Paso) ss.

On this 9 day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, Barbara J. Faulkenberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

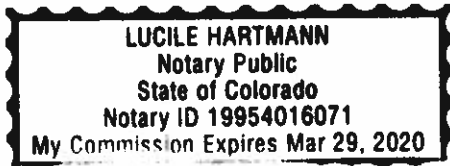
John Andrew Fredell
John Andrew Fredell

Mary Diane Fredell
Mary Diane Fredell

STATE OF Colorado)
COUNTY OF El Paso) ss.

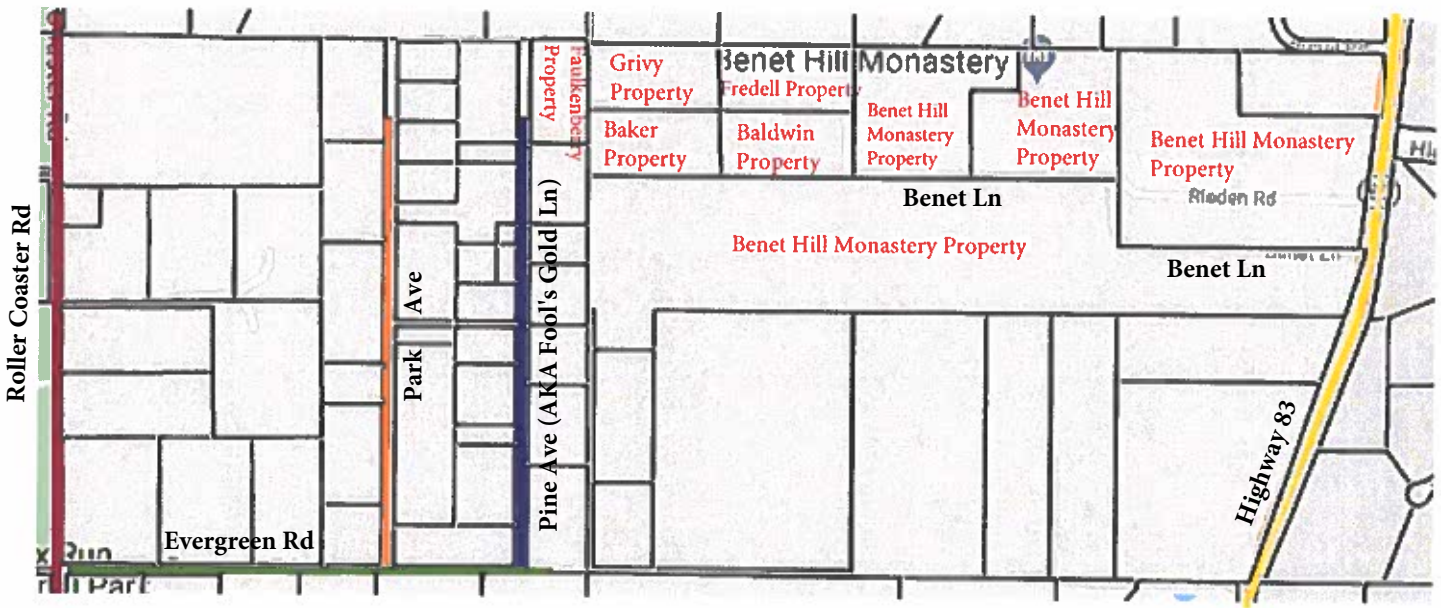
On this 9 day of December 2019, before me, the undersigned, a Notary Public in and for said County and State, John Andrew Fredell and Mary Diane Fredell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

My commission expires: 3-29-20.



Lucile Hartmann
Notary Public

Exhibit A - Emergency Access Easement for Benet Lane
Pg 1 of 2



Key:

-  - Highway 83
-  - Roller Coaster Road
-  - Fool's Gold Lane
-  - Park Ave
-  - Evergreen Rd

