

1755 East Las Vegas Street, Colorado Springs, CO 80903
Tax Schedule Nos. 64291-01-030, 67291-01-031, 64291-01-029

PAYMENT IN LIEU OF CONSTRUCTION AGREEMENT

This Payment in Lieu of Construction Agreement (“Agreement”) is made as of the 28th day of January, 2021, by and between ROCKY TOP RESOURCES, INC., (“RTR”) its successors and assigns, and the CITY OF COLORADO SPRINGS, Colorado, a home rule city and Colorado municipal corporation, (“City”). RTR and the City may be referred to each as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, RTR is the owner of certain real property described as Tracts 1, 2 and 7, Valley Gardens Subdivision, El Paso County, Colorado, also known by El Paso County Tax Schedule Numbers 6429101030, 6429101031 and 6429101029, respectively, with a collective site address of 1755 East Las Vegas Street, Colorado Springs, Colorado 80903 (“collectively, RTR’s Property”);

WHEREAS, RTR has an obligation to construct approximately 195-feet of a left-turn lane on northbound Las Vegas Street to the single point of access to RTR’s Property from Las Vegas Street as generally depicted on **Exhibit “A”** attached hereto (“RTR’s Development Requirement”), pursuant to RTR’s requirement under El Paso County Planning and Community Development File No. PPR1913 (“File No. PPR1913”);

WHEREAS, the City, through its Public Works Department (PWD) is the lead agency for Pikes Peak Rural Transportation Authority Las Vegas & Royer UPRR Crossing Relocation Project (the “Project”), whereby the Project will construct certain roadway improvements along the frontage of RTR’s Property and the overall Project construction duration is anticipated to be approximately 18 months from a future Project start date;

WHEREAS, the City has determined that the most practical and cost-effective construction of RTR’s Development Requirement is to include such construction with the Project in the future;

WHEREAS, RTR desires to construct private improvements at the single point of access between RTR’s Property and Las Vegas Street as depicted on **Exhibit “B”** attached (the “Private Improvements”), together with construction of RTR’s Development Requirement. RTR’s Development Requirement and the Private Improvements may be collectively referred to hereafter as the “Project Improvements”;

WHEREAS, the City and RTR agree that RTR’s Development Requirement can be satisfied and constructed, together with the Private Improvements, by the City during construction of the Project;

WHEREAS, the City and RTR agree that RTR’s costs to construct the Project Improvements, as quantified by the City’s Engineer’s Cost Estimate, shall be remitted to the City and held by the City on behalf of RTR, and incorporated with the Project funding upon award of a construction contract and shall satisfy RTR’s Development Requirement;

WHEREAS, the City and RTR further agree that the earliest date to construct the Project is calendar year 2021, and that development of RTR’s property, in advance of the City constructing the Project Improvements as defined herein, is reasonable, prudent and in the public interest;

WHEREAS, El Paso County Planning and Community Development has agreed to this process; and

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

TERMS

1) FUNDS:

- a) RTR's financial obligation for construction of the Project Improvements is \$43,111.00 ("RTR's Funds"), with components as follows:
 - i) RTR's Development Requirement Payment = \$21,119.00.
 - ii) Private Improvements Payment = \$21,992.00.
- b) RTR's Development Requirement Payment is detailed on **Exhibit "C"**. RTR's Development Requirement Payment shall satisfy RTR's Development Requirement, in full, if:
 - i) RTR's Development Requirement Payment is appropriated and used by the City, and RTR's Development Requirement is constructed by the City. The City will provide RTR notice upon substantial completion of the Project documenting satisfaction of this requirement; and,
 - ii) RTR's development plan incorporates no additional traffic than presently estimated with File No. PPR1913, and File No. PPR1913 is approved within 180 days of this Agreement.
- c) The Private Improvements Payment is detailed on **Exhibit "D"**. The Private Improvements Payment shall constitute payment in full for the Private Improvements when the Private Improvements Payment is appropriated and used by the City and the Private Improvements are constructed by the City.
- d) RTR's Funds shall be remitted to the City, in good funds, within five (5) business days of the Effective Date of this Agreement. Payment shall be made and addressed to The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation.
- e) RTR's Funds shall be held by the City until RTR's funds are used by the City in any manner prescribed in this Agreement.
- f) Upon substantial completion of the Project, construction of RTR's Development Requirement and construction of the Private Improvements the City will provide prompt written notice to RTR that RTR's funds have been appropriated and used for said construction.
- g) If this Agreement expires and automatically terminates per Section 3(a) below, the City shall disburse RTR's Funds to RTR without further notice from the Parties within 10 business days of the Outside Date, unless other written arrangements exist between the Parties in advance. There will be no interest earned or paid to RTR.
- h) If the City terminates this Agreement for convenience (as defined in Section 3(b) below), the City shall disburse RTR's Funds to RTR within 10 business days of written notice of termination from the City to RTR, unless other written arrangements exist between the Parties in advance.
- i) RTR shall incur no charge for the City holding RTR's Funds.
- j) The Parties agree that RTR's Funds will not be recognized by the City as a donation from RTR for IRS purposes.

2) **TEMPORARY CONSTRUCTION EASEMENT:**

Simultaneous with the execution of this Agreement, and at no additional cost or expense to the City, RTR shall convey a temporary construction easement to the City ("Temporary Easement"). The Temporary Easement shall permit City personnel and contractors to enter upon and occupy that portion of RTR's Property identified legally described and depicted on **Exhibits "E1" and "E2"** (the "Temporary Easement Area") to design, survey, and construct Project Improvements. The City, at its expense, shall record the Temporary Easement with the Office of the Clerk and Recorder of El Paso County, Colorado ("Clerk & Recorder"). In conjunction with recording the Temporary Easement, the City will record a release of that temporary construction easement between the parties recorded at Clerk & Recorder Reception No. 219079736.

3) **TERMINATION:**

- a) Unless extended in writing by the Parties in advance, this Agreement shall expire and automatically terminate at 5:00 p.m. on December 31, 2026 (the "Outside Date").
- b) The City may terminate this Agreement for its convenience by providing written notice to RTR.
- c) In the event this Agreement expires or is terminated for any reason, RTR's Development Requirement shall remain the responsibility of RTR. RTR shall have 365 days from the date RTR's Funds are returned to RTR from the City to design, secure approvals and construct RTR's Development Requirement at RTR's sole cost and expense. In such instance the City shall have no further costs or obligation to RTR to construct the Private Improvements. The City shall incur no additional liability or costs resulting from expiration or termination of this Agreement.
- d) The City will record a Release of Temporary Easement with the Office of the El Paso County Clerk and Recorder within 90 days of termination of this Agreement or expiration of this Agreement.

4) **MISCELLANEOUS PROVISIONS:**

- a) RTR represents and warrants that RTR is duly authorized to conduct the transactions contemplated in this Agreement. Concurrent with simultaneous execution and delivery of this Agreement and the Temporary Easement, RTR shall deliver a fully executed Statement of Authority identifying the person or persons authorized by RTR to execute this Agreement and the Temporary Easement.
- b) This Agreement is a contract and shall bind the Parties when signed by RTR's designated representative(s) and the City's authorized representative(s). This Agreement shall extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
- c) The effective date of this Agreement shall be the date of the last signature thereto (the "Effective Date").
- d) RTR agrees that no subsequent easements or encumbrances shall be granted over, upon or through, nor shall improvements be placed within, the Temporary Easement Area by RTR or others except as specifically approved by the City in writing from the Effective Date through the expiration of this Agreement, termination of this Agreement or expiration of the Temporary Easement. If the City determines that improvements were constructed, by RTR or others, above or below the surface of the Temporary Easement Area without the City's written consent after the Effective Date of this

Agreement, and such improvements must be removed to facilitate the City's construction of the Private Improvements, then the City shall provide 30-days' written notice to RTR to remove such improvements. If RTR or others have personal property located within the Temporary Easement Area, RTR expressly agrees that it will move any personal property, at its sole cost and expense, within 30 days of written notice from the City to move such personal property.

- e) If unauthorized improvements or personal property cannot be removed within 30-days of written notice provided in Section 5 (d) above, the City shall be relieved of its obligation to construct the Private Improvements and will refund 75% of the Private Improvements Payment from RTR's Funds to RTR within 90 calendar days of the 30-day notice's expiration. The City shall retain the balance, 25%, of the Private Improvements Payment to offset the City's costs associated with planning and design of the Private Improvements. The City shall retain the entirety of RTR's Development Requirement Payment and construct per plan.
- f) The City, by and through its selected general contractor, will provide a 2-year warranty for materials and workmanship of the Private Improvements ("Warranty"), with said warranty commencing upon the Project's substantial completion date ("Warranty Period"). RTR understands and agrees that the Warranty covers only material and workmanship issues, which is the standard for City construction contracts. As the Private Improvements will be utilized by heavy equipment and trucks during the Warranty Period, RTR understands and agrees that excess wear or damage to the Private Improvements resulting from heavy equipment and truck use is NOT covered by the Warranty. The City will document the substantial completion date and the start of the Warranty Period. No less than 90 days prior to expiration of the Warranty Period, the City will provide RTR an opportunity to inspect the Private Improvements with the City's inspector, at which time RTR may note potential warranty repairs to the Private Improvements. After said inspection, the City, at its sole discretion, shall determine what, if any, material or workmanship defects apply to the Private Improvements and are subject to repair by the City's general contractor. Repairs to the Private Improvements, if any, shall be made at no cost or expense to RTR and shall be deemed final upon acceptance by the City, with no further warranties thereafter.
- g) Any notice or other documents or materials required or permitted to be delivered by this Agreement shall be deemed properly delivered upon receipt by the Party to whom the documents or materials are to be delivered. Notices may be hand delivered, sent by first-class mail, return receipt requested, or transmitted by electronic mail with delivery receipt. Notices shall be addressed and delivered as follows:

RTR:
ROCKY TOP RESOURCES, INC.
c/o Fredrick D. Martin – President
c/o Jared Martin
1755 East Las Vegas Street
Colorado Springs, CO 80903
Phone: 719-579-9103
Email: fred@rockytopresources.com
jared@rockytopresources.com

CITY:
City of Colorado Springs
c/o Public Works Director
30 S. Nevada, Suite 401
Colorado Springs, CO 80903
Phone: (719) 385-5918
Email: travis.easton@coloradosprings.gov

City of Colorado Springs
c/o Chief Financial Officer
30 S. Nevada Ave., Suite 202
Colorado Springs, CO 80903
Phone: (719) 385-5919
Email: Charae.McDaniel@coloradosprings.gov

Either Party may, by notice properly delivered, change the person or address to which future notices or deliveries to that Party shall be made.

- h) RTR shall not assign or otherwise transfer this Agreement or any right or obligation under this Agreement without the City's prior written consent.
- i) It is specifically agreed between the Parties that this Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions, or provisions of this Agreement. The City specifically does not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as now written or amended in the future.
- j) To the fullest extent permitted by law, RTR shall fully protect, defend, indemnify and hold harmless the City of Colorado Springs, their officers, City Council, employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature to the extent caused by the willful misconduct or negligent, reckless or tortious acts or omissions of RTR or anyone for whose acts RTR may be liable in the performance of its obligations under this Agreement.
- k) This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.
- l) This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, ordinances, rules and regulation of the City of Colorado Springs. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado.
- m) The headings in this Agreement are for convenience only and shall not be used in its interpretation or considered part of this Agreement.
- n) This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and any prior agreements pertaining to the subject of this Agreement, whether oral or written, have been merged into and integrated into this Agreement. No subsequent modification

of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties. Any obligation or agreement set forth in this Agreement that, by its terms, is intended to be performed after termination or Closing shall survive Closing.

- o) This Agreement may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms. Any document conveying an interest in real property contemplated by this Agreement or any Amendment thereof shall not be executed using electronic signatures.
- p) RTR acknowledges that the City is subject to the Colorado Open Records Act (CORA), C.R.S. § 24-72-201 et seq.
- q) Dispute Resolution: If a dispute arises between the parties relating to this Agreement, the following procedure shall be followed:
 - (1) The parties shall hold a meeting promptly, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the parties thereunder or be deemed a waiver by a party hereto of any remedies to which such party would otherwise be entitled thereunder unless otherwise agreed to by the parties in writing.
 - (2) If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - (3) The parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall, as the sole mediator, conduct mediation for the parties.
 - (4) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the parties are not successful in resolving the dispute through mediation, then the parties shall be free to litigate the matter.
- r) This agreement will be recorded in the records of El Paso County, Colorado.

(SIGNATURE PAGE TO FOLLOW)

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

Rocky Top Resources, Inc. a Colorado corporation

By: Fredrick Martin

Date: 1-28-21

Title: Pres.

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 28th day of January 2021 by Fredrick Martin as President of Rocky Top Resources, Inc. a Colorado corporation.

Witness my hand and official seal:

My Commission Expires: October 16, 2023

Jarah Bianca Oquias
Notary Public

JARAH BIANCA OQUIAS NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20194039524 MY COMMISSION EXPIRES OCT 16, 2023

The City of Colorado Springs, a home rule city and Colorado municipal corporation

By: Jeff Greene
Title: Chief of Staff

Date: 16 Feb. 2021

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 16th day of February 2021 by Jeff Greene as Chief of Staff of The City of Colorado Springs, a home rule city and Colorado municipal corporation.

Witness my hand and official seal:

My Commission Expires: 12-13-2023

Wendilyn M. Guidotti
Notary Public

Approved as to form:

Electronically approved by Rebecca Granberg 2/10/2021
City Attorney's Office

WENDILYN M. GUIDOTTI Notary Public State of Colorado Notary ID # 20074045664 My Commission Expires 12-13-2023

EXHIBIT A

PLAN DEPICTION – RTR’S DEVELOPMENT REQUIREMENT

EXHIBIT A
ROCKY TOP RESOURCES' LEFT TURN LANE LAYOUT

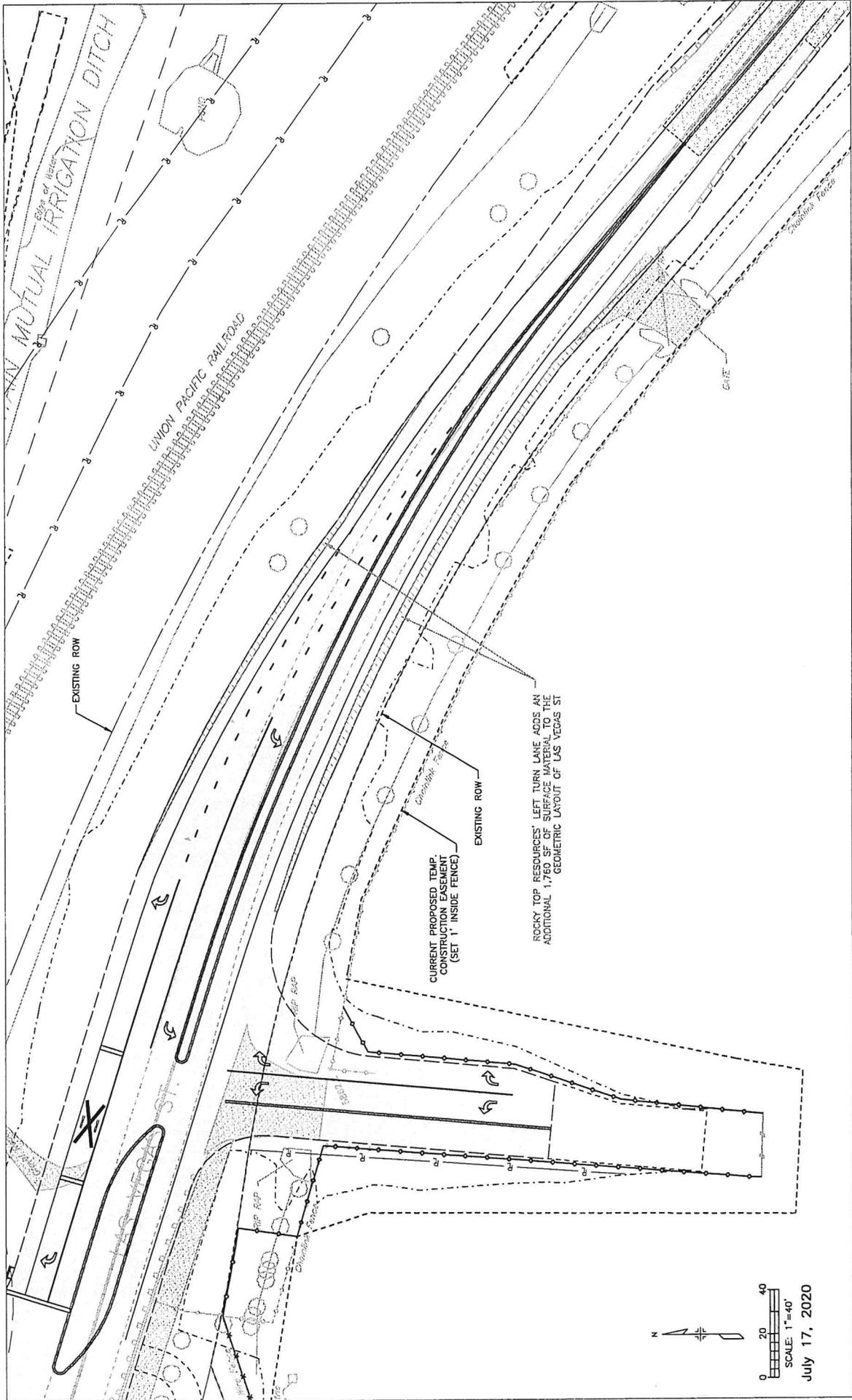


EXHIBIT B

PRIVATE IMPROVEMENTS PLAN DEPICTION

EXHIBIT C

RTR'S DEVELOPMENT REQUIREMENT PAYMENT DETAIL

EXHIBIT "C"

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST						
Project Description:		Spring Creek-Royer Railroad Crossing				
Improvements:		195' Left Turn Lane on Las Vegas Street				
Name of Preparer:		Thomas W. Anzia, PE				
Contract #:		FHU#: 110114		Date: 2020-07-17		
#	Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
195' LEFT TURN LANE ON LAS VEGAS STREET - QUANTIFIED CONSTRUCTION ITEMS						
LTL-1	203-00060	Embankment Material (Complete In Place)	CY	\$25.00	97	\$ 2,425
LTL-2	304-06000	Aggregate Base Course (Class 6)	TON	\$45.00	117	\$ 5,265
LTL-3	403-33721	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	TON	\$121.00	59	\$ 7,139
LTL-4	403-34721	Hot Mix Asphalt (Grading SX) (75) (PG 58-28)	TON	\$80.00	22	\$ 1,760
195' Left Turn Lane Quantified Construction Items Subtotal:						(A) \$ 16,589
#	Percentage Based Item Description		% Range and Basis		% Used	Cost
OTHER CONSTRUCTION ITEMS						
OC-1	Contingency - Other Construction Items		(0%-20% of (A))		0%	(B) \$ -
195' Left Turn Lane Subtotal (A+B):						(C) \$ 16,589
PERCENTAGE BASED ANCILLARY COSTS						
PB-1	Mobilization		(4%-20%) of (C)		0%	(D) -
PB-2	Utilities		(2%-15%) of (C)		0%	(E) -
PB-3	Right-of-Way		(0%-20%) of (C)		0%	(F) -
PB-4	Design Engineering		(4%-15%) of (C)		10%	(G) 1,659
PB-5	Construction Management & Inspection		(10%-18%) of (C)		10%	(H) 1,659
Ancillary Costs Subtotal (D+E+F+G+H):						(I) \$ 3,318
2020 Total Cost (C+I):						(J) \$ 19,907
2022 Construction Cost Inflation Adjustment Subtotal - 3% Per Year of (J):						(K) \$ 1,212
195' LEFT TURN LANE ON LAS VEGAS STREET - TOTAL COST (J+K):						\$ 21,119

In providing opinions of probable construction cost, the Client understands that Felsburg, Holt and Ullevig (FHU) has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

EXHIBIT D

PRIVATE IMPROVEMENTS PAYMENT DETAIL

EXHIBIT "D"

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST			
Project Description: Spring Creek-Royer Railroad Crossing		FHU#: 110114	Date: 2020-07-17
Improvements: Rocky Top Resources (RTR) 150' Paved Access		Unit	Quantity
Name of Preparer: Thomas W. Anzia, PE		Item Description	Unit Cost
Contract #: T006146	Item No.	Item Description	Cost
195' LEFT TURN LANE ON LAS VEGAS STREET - QUANTIFIED CONSTRUCTION ITEMS			
LTL-1	203-00060	Embankment Material (Complete In Place)	0
LTL-2	304-06000	Aggregate Base Course (Class 6)	0
LTL-3	403-33721	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	13,915
LTL-4	403-34721	Hot Mix Asphalt (Grading SX) (75) (PG 58-28)	3,360
RTR 150' Paved Access Quantified Construction Items Subtotal:			(A) \$ 17,275
#		Percentage Based Item Description	% Used
OTHER CONSTRUCTION ITEMS			
OC-1	Contingency - Other Construction Items		0%
RTR 150' Paved Access Subtotal (A+B):			(B) \$ 17,275
PERCENTAGE BASED ANCILLARY COSTS			
PB-1	Mobilization		0%
PB-2	Utilities		0%
PB-3	Right-of-Way		0%
PB-4	Design Engineering		1,728
PB-5	Construction Management & Inspection		1,728
Ancillary Costs Subtotal (D+E+F+G+H):			(I) \$ 3,455
2020 Total Cost (C+I):			(J) \$ 20,730
2022 Construction Cost Inflation Adjustment Subtotal - 3% Per Year of (J):			(K) \$ 1,262
RTR 150' PAVED ACCESS - TOTAL COST (J+K):			\$ 21,992

In providing opinions of probable construction cost, the Client understands that Felsburg, Holt and Ullevig (FHU) has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

EXHIBITS E-1 & E-2

TEMPORARY CONSTRUCTION EASEMENT

Exhibit "E-1"

LEGAL DESCRIPTION – "M J M Temporary Easement"

July 29, 2016

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

"COMMENCING" AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29 TO BEAR SOUTH 88°21'18" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 64°38'59" EAST, A DISTANCE OF 1996.80 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LAS VEGAS STREET, AS DESCRIBED IN THAT DEED RECORDED IN BOOK 3823 AT PAGE 439 IN THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY No. 24 AS DESCRIBED IN BOOK 5973 AT PAGE 205, SAID COUNTY RECORDS, SAID POINT BEING THE "POINT OF BEGINNING"; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

- (1) 58.88 FEET AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°51'17", A RADIUS OF 875.21 FEET AND A CHORD WHICH BEARS SOUTH 80°20'38" EAST, A DISTANCE OF 58.57 FEET TO A POINT OF REVERSE CURVATURE;
- (2) 33.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'12", A RADIUS OF 754.58 FEET AND A CHORD WHICH BEARS SOUTH 80°59'10" EAST, A DISTANCE OF 33.84 FEET TO A POINT OF COMPOUND CURVATURE;
- (3) 394.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°55'50", A RADIUS OF 754.58 FEET AND A CHORD WHICH BEARS SOUTH 64°44'09" EAST, A DISTANCE OF 389.72 FEET TO A POINT TANGENT;
- (4) SOUTH 49°46'14" EAST, A DISTANCE OF 205.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 72°52'57" WEST, A DISTANCE OF 23.33 FEET; THENCE NORTH 46°59'10" WEST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 77°25'25" WEST, A DISTANCE OF 8.98 FEET; THENCE NORTH 48°37'25" WEST, A DISTANCE OF 112.65 FEET; THENCE NORTH 51°07'51" WEST, A DISTANCE OF 100.45 FEET; THENCE NORTH 60°34'59" WEST, A DISTANCE OF 99.46 FEET; THENCE NORTH 65°31'14" WEST, A DISTANCE OF 34.08 FEET; THENCE NORTH 69°42'14" WEST, A DISTANCE OF 115.67 FEET; THENCE SOUTH 11°36'09" WEST, A DISTANCE OF 213.78 FEET; THENCE NORTH 86°54'40" WEST, A DISTANCE OF 65.83 FEET; THENCE NORTH 00°21'03" WEST, A DISTANCE OF 189.80 FEET; THENCE NORTH 10°43'33" WEST, A DISTANCE OF 39.03 FEET; THENCE NORTH 80°44'12" WEST, A DISTANCE OF 93.20 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY No. 24; THENCE NORTH 70°27'33" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 59.00 FEET TO THE "POINT OF BEGINNING".

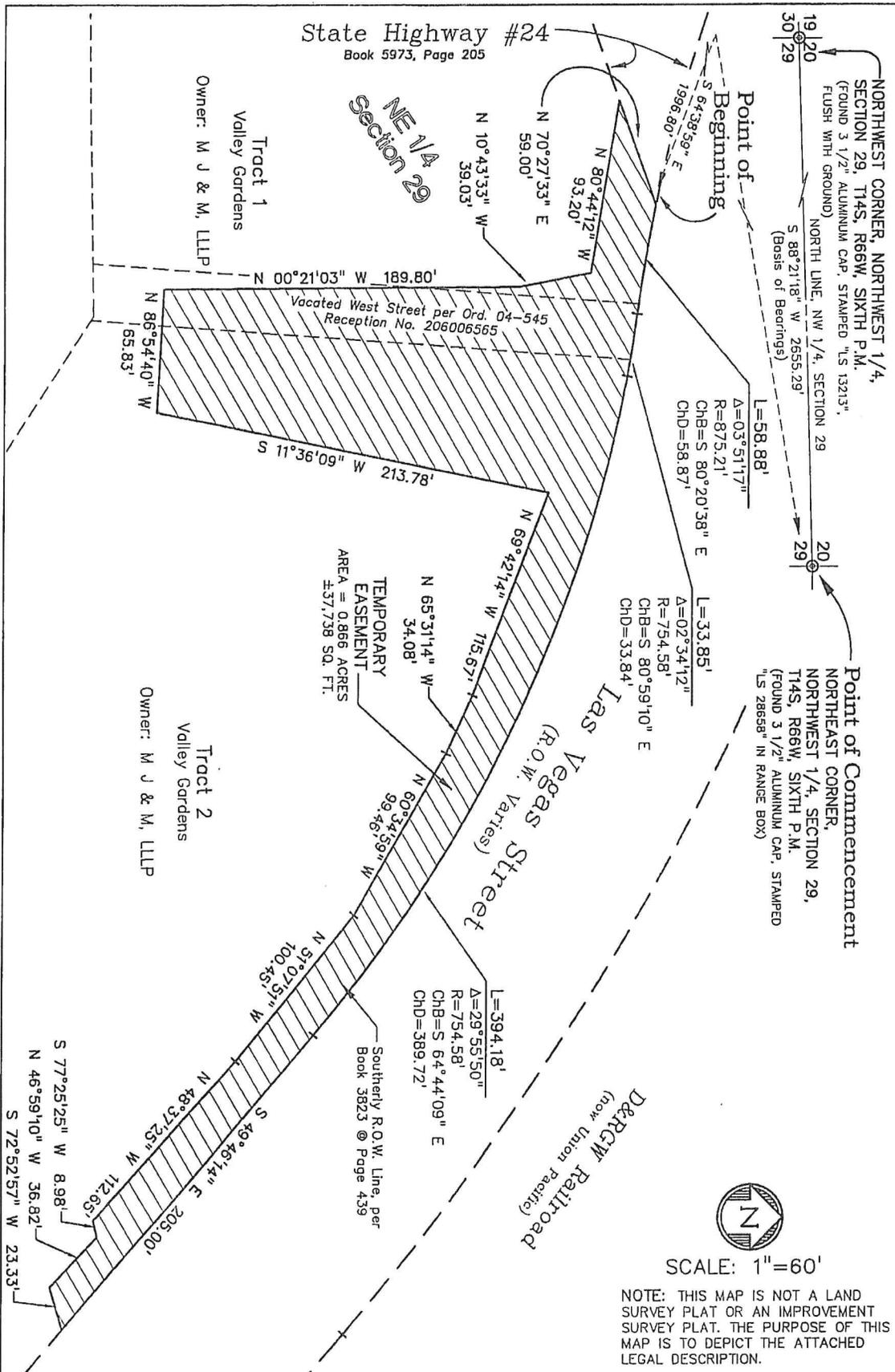
THE ABOVE DESCRIBED PARCEL CONTAINS 0.866 ACRES OR 37,738 SQUARE FEET, MORE OR LESS.

I, PATRICK C. O'HEARN, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

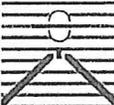


PATRICK C. O'HEARN PLS No. 23515
for and on behalf of
DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887

Exhibit "E-2"



NOTE: THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION TEMPORARY EASEMENT LOCATED IN THE NE 1/4 OF SECTION 29, T14S, R66W OF THE SIXTH P.M., COUNTY OF EL PASO, STATE OF COLORADO		Drexel, Barrell & Co. Engineers • Surveyors	
	DATE:	07/29/16	DWG. NO.	T-ESMT
	JOB NO:	20163-03	SHEET 1 of 1	