2374D-03

PARK COUNTY APPLICATION FOR MAJOR SUBDIVISION COMBINED SKETCH AND PRELIMINARY PLAN NON-REFUNDABLE APPLICATION FEE: \$4000 + \$50 PER LOT OR RESERVED AREA WITH OR WITHOUT REZONING

A pre-submittal meeting with the Planning Director/County Designee must be scheduled to determine that the issues associated with the proposed Major Subdivision are not substantial and that an adequate review of the anticipated impacts of the proposed subdivision can be accommodated during a consolidated and combined Sketch Plan/Preliminary Plan review.

After such determination to allow a combined Sketch and Preliminary Plan review, all applicants must submit one complete application and attend a pre-application conference with the Park County Planning Department Staff seven (7) to ten (10) working days prior to the application submittal deadline. Following the acceptance of the complete application the applicant must submit <u>thirty (30) collated copies or electronic media as requested</u> to the Park County Planning Department on or before the application submittal date.

If you have questions regarding this form please contact the Planning Department by phone at (719) 836-4254 or e-mail <u>pcpd@parkco.us</u>, fax (719) 836-4351, or write to us at P.O. Box 1598 Fairplay, CO 80440.

Mailing Address: 1490.3 Wa	ndcrest D/	
City: Pice	State: 40	_Zip: 80470
Telephone		
(work) 303-947 - 3904	_(home)	(fax)
Owner's Name: san a.5	GOOVE	
Mailing Address:		
	s:	

B. PROPERTY INFORMATION

Complete Legal Description of Property Proposed for the Major Subdivision Combined Sketch and Preliminary Plan (attach additional page, if necessary):

T7, R72, 51, SW/4 A PArcel in SW/4 Section 1-7-72, NW 14 Section 12-7-72, A portion Discriped in ADDENDUM R 192400 (58.282 A=) Street Address of Property: 14097 WAND CREST PAIK RD. BAiley SO121 Property's Total Acreage: 58.282 AC Current Zone District of Property: Residential

For C	County Use Only
Plann	ing Department Confirmation of Current
Zone	District:
Distrie	Residential
T	
Print I	ennie Gannon

Requirements for a Major Subdivision Combined Sketch and Preliminary Plan Article VI, Division 4, Section 6-401, 403 and 404

C. APPLICATION REQUIREMENTS

- <u>Application Fee.</u> An application fee in the amount of \$3920.00 + \$50.00 per lot or RESERVED AREA must be paid at the time of submission of the application. Make the check or money order payable to the Park County Planning Department. The fee pays for typical cost to the County to process the application. Any additional costs that may occur are the applicant's responsibility.
- 2. Tax receipt-showing payment of current taxes for the property proposed for subdivision. This can be obtained at the Park County Treasurer's office.
- 3. A properly executed Agreement for Payment of Development Review Expenses in the attached form. The Development Review Expense Deposit for a Major Subdivision Combined Sketch and Preliminary Plan is \$950. Make the check or money order to the Park County Planning Department.
- 4. Evidence of ownership and encumbrances as defined in Article IV of the Land Use Regulations.
- 5. A legal description for the property proposed for subdivision prepared by a licensed Colorado land surveyor.
- 6. A signed and notarized certification from the Applicant that proper notice has been provided to the mineral estate owner pursuant to C.R.S. § 24-65.5-103, or a certification that such notice is not required because the surface estate has not been separated from the mineral estate for the property described in the application. A form of certification is provided in Appendix B (attached).
- 7. A list of names and mailing addresses of all adjacent property owners to the property proposed for subdivision, (this information is at the Park County Assessor's Office).
- 8. <u>Preliminary Plan</u> The Preliminary Plan map shall be drawn, signed and stamped by a currently licensed Colorado land Surveyor at a commonly used engineering scale. The size of the map sheet shall be twenty-four by thirty-six inches (24" x 36"). Where the required data cannot be clearly shown on one plan sheet, additional plan sheets of the same size may be used with easily identifiable match lines. The Preliminary Plan must also be submitted in a digital format that will allow the Mapping Department to accurately reference it into the County's Geographic Information System. At a minimum, the Preliminary Plan shall contain:
 - The plat shall include a title that prominently identifies the proposed name of the subdivision together with the phrase "Preliminary Plan";
 - b. Date of preparation, map scale, and north arrow;

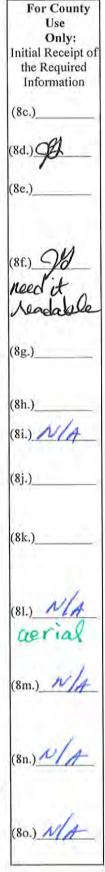
Initial Receipt of the Required Information (4.)(8a.)

(8b.)

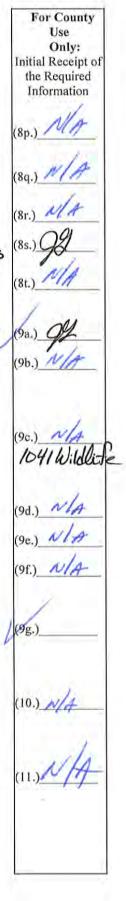
For County Use

Only:

- c. Name, address and telephone number of the Applicant, land owner(s), planner, engineer, and surveyor;
- A general vicinity map illustrating the location of the property proposed for subdivision;
- e. Approval certification and plat language Forms A-2 and A-7, as identified in Appendix A (attached) of the Land Use Regulations. The Board of County Commissioners may modify the form of certification upon the advice of the County Attorney;
- f. Topography at vertical intervals of five (5) feet where the average cross-slope of the proposed subdivision is more than ten percent (10%) and at vertical intervals of two (2) feet where the average cross-slope of the proposed subdivision is less than ten percent (10%). Elevation data shall be based on current United States Geological Survey datum and the benchmarks used shall be identified on the plan;
- g. Subdivision names, lot lines, and lot numbers for property within any adjacent subdivision(s), unsubdivided tracts with owner's names, and all public lands with the agency name;
- h. Zoning classification of property adjacent to the property proposed for subdivision; Zowag Map
- i. Proposed names of any new streets. New street names must not duplicate any current road names in Park County;
- j. Location and principal dimensions of all existing streets, pedestrian ways, alleys, easements, irrigation ditches and laterals, both of record and apparent from inspection of the property within or adjacent to the property proposed for subdivision; 2000 Map + Area app of rome from from the property proposed for
- k. Location and size of existing utilities within or adjacent to the property proposed for subdivision, including water, sewer, electricity, gas and phone lines (utilities may be illustrated on a separate map at a matching scale as used for the Preliminary Plan);
- Location of streams, ditches, ponds, lakes, and other water features, including direction of flow, high water elevations, and the location and extent of those areas subject to inundation by the one hundred (100) year flood within or adjacent to the property proposed for subdivision;
- m. Location and description of significant existing and proposed vegetation and landscaping within or adjacent to the property proposed for subdivision (this may be illustrated on a separate plan at a matching scale as used for the Preliminary Plan); and,
- n. Location and dimensions of all proposed Lots, Blocks, and Outlots. Lots and Blocks (if any) shall be numbered; Outlots shall be lettered in alphabetical order. The Combined Sketch and Preliminary Plan shall clearly designate and restrict the use of any Outlot for proposed purpose;
- Location, dimensions, and areas expressed in acreage and as a percent of the total project area of all proposed streets, off-street parking areas, pedestrian ways, bike and equestrian ways, alleys, and easements and other public ways;



- Location and dimensions in acreage and as a percent of the total of all property proposed to be set aside for park and/or open space purposes, or other private reservations;
- q. Location and types of any existing structures;
- r. Location, alignment, profiles, and cut and fill slope intercepts for streets and driveways for subdivisions with any slope area(s) of ten percent (10%) or greater;
- s. Location of existing or proposed exterior lighting (street lights, parking lot lights) and signs, including subdivision monument or entry signs; so the building plans
 t. Location, alignment, dimensions, and type of any fencing and cattle guards
- t. Location, alignment, dimensions, and type of any fencing and cattle guards proposed by the Applicant or required by Park County regulations.
- 9. <u>Written Statement</u> A narrative statement describing the addressing the following; a. Proposed zoning district(s) if a rezoning is being requested;
 - b. A description of the overall development concept, purpose, and function of the proposed subdivision. If the property is or will be residentially zoned, the description shall include an approximation of the number and representations concerning the proposed quality and styles of residential structures, anticipated sales price ranges, and amenities;
 - sales price ranges, and amenities;
 c. Environmental considerations, including but not limited to geologic hazards and constraints, any flood plains and wetlands, and the anticipated effect of the development on local plant and animal life. Hazards and constraints should also be graphically depicted;
 - d. A phasing plan and development schedule for each phase or unit for the construction and/or installation of streets, utilities, buildings, and landscaping;
 - e. Statements explaining the nature of all easements and reservations, if any;
 - f. A general description of the purpose and nature of covenants, homeowner's association, or other contemplated private or contractual restrictions on the use, character and maintenance of the property proposed for subdivision;
 - g. If the subdivision will permit commercial, business, or industrial use, a description of the nature of the use, the trade area, and anticipated employment base shall be submitted in sufficient detail to demonstrate the economic viability of the proposed use.
- A fiscal impact analysis prepared by a consultant selected by the Planning Director/County Designee describing the anticipated effect of the completed subdivision on the County's finances.
- 11. Where applicable, the Board of County Commissioners approved resolution granting any required permits as required by the Park County Regulations for Special Development Projects Designated as Matters of State Interest (1041 permits, see Appendices E and F.)



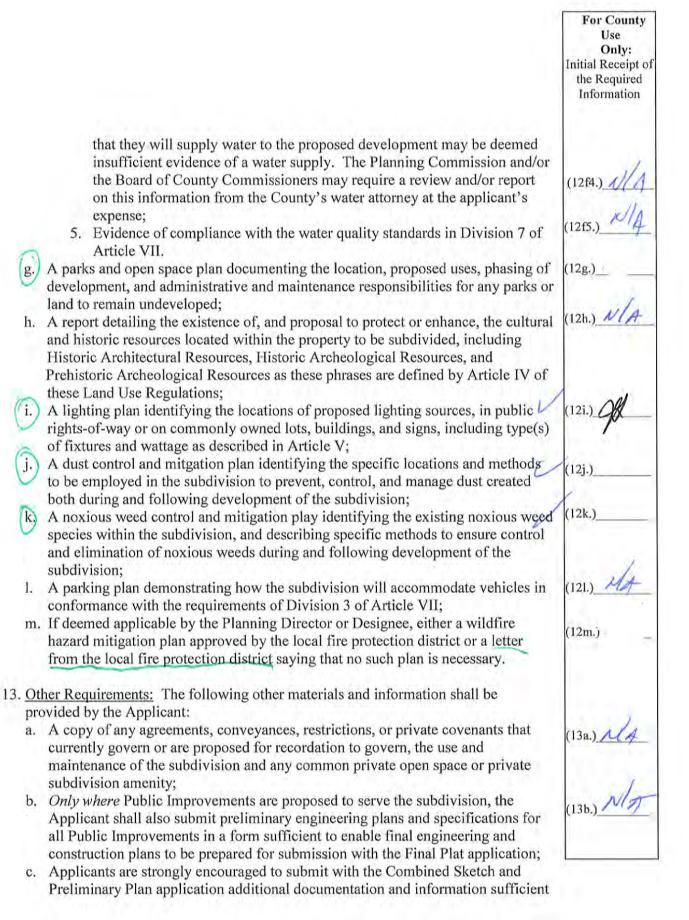
- 12. <u>Reports, Plans and Studies</u> The following preliminary studies and reports shall be prepared by a professional deemed qualified to perform such study by the County at the Applicant's cost and submitted with the application. Applicants may request that the Planning Director or Designee issue an administrative determination that a proposed professional is qualified to perform the study. A determination of qualification by the Planning Director or Designee does not constitute acceptance of the report, study, or conclusions, by the County. At a minimum each report shall address the existing conditions, proposed changes resulting from the subdivision, and evaluate risks and challenges presented by the subdivision together with recommendations for mitigation measures to address any identified risks and challenges presented by the proposed for subdivision.
 - a. A preliminary drainage, erosion, and sedimentation control plan as described in Article VII, Division 6 of these Land Use Regulations; and,
 - b. Preliminary soil report describing suitability of soils for building, road, and utility
 / construction;

Preliminary utility plan for delivery of water, sewer, and electric services to and throughout the property;

- Preliminary traffic impact analysis including and evaluation of the vehicular and pedestrian traffic patterns, together with estimated trips per day for roads within the subdivision and for all routes leading from the subdivision and connecting to highway and arterial roads;
- e. Preliminary wastewater report detailing how the Applicant proposes to provide sewer service to the subdivision. The report shall demonstrate that wastewater services can be provided in accordance with Article VII, Division 8;
- f. Preliminary water report detailing how the Applicant proposes to provide water service to the subdivision. All subdivisions proposing the use of five (5) or more individual wells shall submit to the County an analysis prepared by a professional deemed qualified by the County to evaluate water delivery systems that compares the efficiency, cost effectiveness, and adverse impacts upon other wells of the proposed individual wells to the efficiency, cost effectiveness, and adverse impacts of a common or community water delivery systems(s). Such reports shall include evidence of a water supply that is sufficient in terms of quality, quantity, and dependability and availability. The report shall demonstrate that water services can be provided in accordance with Division 7 of Article VII. Such evidence shall include, but shall not be limited to:
 - Evidence of ownership or right of acquisition of or use of existing and proposed water rights;
 - 2. Historic use and estimated yield of claimed water rights;
 - 3. Amenability of existing rights to a change in use;
 - 4. Evidence that public or private water owners have the ability and will supply water to the proposed subdivision stating the amount of water available for use within the subdivision and the feasibility of extending service to that area. A letter from a municipality or special district stating

For County Use Only: Initial Receipt of the Required Information

12f1 12f2



g,

i.)

j.

k.

1.

subdivision;

Page 6 of 13

Major Subdivision Combined Sketch and Preliminary Plan - Revised April 2013

For County Use Only: Initial Receipt of the Required Information (13c.)

to demonstrate that the proposed subdivision will satisfy the standards for approval contained in Section 6-406.

14. The Planning Director, Planning Commission and/or Board of County Commissioners may require the Applicant's submission of other studies and reports prepared by a qualified professional at the Applicant's cost to address issues not covered by the above requirements. Any decision of the Planning Director pursuant to this paragraph may be appealed to the Board of County Commissioners in accordance with Article III, Division 2 of these Land Use Regulations.

Note: Refer to Park County Land Use Regulations Article VI Standards for Approval of a Major Subdivision.

D. APPLICANT AND LANDOWNER SIGNATURES:

The undersigned applicant and landowner hereby verify and affirm that the information contained in this application is complete and accurate. The undersigned applicant and landowner understands and acknowledges that the submission of inaccurate and incorrect information may result in the denial or rejection of the application and/or result in the invalidation of any approvals issued by Park County, Colorado.

Applicant: Signed: ASK ag LLC	
Print name: Adom Shirly	_
If company, state Title/Position:	

E. VERIFICATION OF DATE OF DELIVERY OF APPLICATION

This application was submitted to the Park County Planning Department on the following date and time:

19, 20<u>33</u> Day Year July Month

For County Use Only: Verification of Date of Delivery and County Receipt of Application Date: 7/19 Print Name: - Puque Gannon

Payment of the Applicant Fee was made by:



Cash Other Created our d Amount \$ Amount \$ Amount \$ <u>4058.00</u>

Payment of the Development Review Expense Deposit was made by:

Personal Check #	Amount \$
Cash	Amount \$
Other	Amount \$

APPLICANT MUST ATTEND THE HEARING. IF A REPRESENTATIVE ATTENDS THE HEARING ON BEHALF OF THE APPLICANT, A NOTARIZED LETTER OF CONSENT MUST ACCOMPANY THE APPLICATION.

ALL PLANNING COMMISSION HEARINGS WILL BE SCHEDULED FOR THE SECOND WEDNESDAY OF EVERY MONTH. IF A QUORUM IS NOT AVAILABLE, THE HEARING WILL BE SCHEDULED THE NEXT AVAILABLE DATE.

STATEMENT OF AUTHORITY (Section 38-30-172, C.R.S.)

- 1. This Statement of Authority relates to an entity named aSkag, LLC.
- 2. The type of entity is a limited liability company.
- 3. The entity is formed under the law of the State of Colorado.
- The mailing address for the entity is:
 P.O. Box 387

Conifer, CO 80433

5. The name and position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:

Adam Shirley, Member Kristi Shirley, Member

- The authority of the foregoing person(s) to bind the entity is not limited, or limited as follows: NA
- Other matters concerning the manner in which the entity deals with interests in real property: NA
- 8. The Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- 9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed on September 21, 2022.

ADAM SHIRLEY, MEMBER

KRISTI SHIRLEY, MEMBER

State of COLORADO

County of JEFFERSON

} ss

The foregoing instrument was acknowledged before me this 21ST day of SETEMBER, 2022 by ADAM SHIRLEY, MEMBER AND KRISTI SHIRLEY, MEMBER OF ASKAG, LLC Witness my hand and official seal

	Notar	ry Public	
My commission expires:	·····		
	JILL Y. TADRA		
	NOTARY PUBLIC STATE OF COLORADO	•	
	NOTARY ID 19984001083 MY COMMISSION EXPIRES JANUARY 16, 2026		
		J	

To Whom It May Concern:

Regarding the proposed PUD at 14097 Wandcrest Park Road, Bailey CO 80421 Schedule #R0047905

The property is 58.2 Acres currently zoned Mixed use/Commercial; 11 Acres of which is currently zoned commercial; we require a Heavy Industrial PUD zoning in order to facilitate the proposed use of a solid waste disposal facility/transfer station and a septic transfer station which will accommodate current capacity as well as facilitate future growth of trash and septic waste removal from Park County.

SSP Waste and Shirley Septic have served the community with waste and septic removal for over 51 years; we require this change in zoning in order to keep up with the demand; control costs and prices, and limit some of the heavy trucking and disposal costs

Solid waste will be sorted and reloaded by excavator into transfer trucks inside of a 67'x 120' containment structure that has a 45 Mil RPP protective barrier laid under 4" of recycled asphalt.

In addition to the solid transfer containment structure, we will have a septic transfer station which will accommodate trucks that will load the septic into storage tanker trucks and be transported to waste treatment facilities. Our long-term plan will be to de-water the septage and recycle the water/septic into the mountain water sheds and aquafer and will ultimately benefit the Will-O- Wisp water treatment facility by recycling water into their treatment facility.

Our facility currently employs 20 employees at our main office at 480 Sioux Trail. We plan to have outdoor storage of trucks and equipment at the proposed site as well as:

A 100' buffer for adjacent residential properties.

Noxious weed control will be controlled by spray.

The driveway width will be 26' with a 10 percent grade.

We are talking with the County and the adjacent Will-O-Wisp to create possible walking trails and open space for community use.

Our proposed location for open space is on our Parcel C (Parcel Number 47546) property- Please see the map attached with our idea of the open space in highlighted yellow. This will be properly surveyed to scale.

We are working with CORE Energy to establish utilities.

The structures will be built to deter wildlife and mitigate wind. Also it will keep our neighborhoods free from debris and minimize odor.

We feel this plan will allow us to grow and accommodate the waste and removal in a positive and environmentally friendly manner and will be an asset and a benefit to the County and the Community we serve.

Please contact us if you have additional questions or concerns at 303-947-3904 or aSk.2005@yahoo.com.

Sincerely,

٨

Adam Shirley, President aSkag LLC



StatementOfTaxesDue

Account Number R0047905 Assessed To	7905 Parcel 47905 ASKAG LLC PO BOX 387 CONIFER, CC			D 80433-0387		2. (). 		
Legal Description T07 R72 S1 SW4 A PARCEL IN SY R781265 DESC IN ADDENDUM R			ECTION	12-7-72, A P	ORT DESC	Situs A 14097 80421	Address WANDCREST PARK	RD BAILEY
Year	Tax	-	Interest		Fees		Payments	Balance
Tax Charge		_						
2022	\$14,319.64	_	\$0.00		\$0.00		(\$14,319.64)	\$0.00
Total Tax Charge								\$0.00
Grand Total Due as of 08/14/2023				_				\$0.00
Tax Billed at 2022 Rates for Tax Ai	ea 0018 - Will-0	D-Wisp Metrop	oolitan					
Authority		Mill Levy		Amount	Values		Actual	Assessed
WILL-O-WISP		23.8200000		\$4,015.34	COMMER	CIAL	\$270,434	\$78,430
PARK COUNTY		19.4766000*		\$3,283.17	VACANT			
PARK COUNTY ROAD AND BE	RIDGE	0.7261000		\$122.40	35 AC NO THAN 100		\$310,833	\$90,140
SCHOOL DISTRICT RE-1		23.2720000		\$3,922.96		nc.	THE REPORT OF	A . A . A
SCHOOL DISTRICT RE-1 BONI)	4.0000000		\$674.28	Total		\$581,267	\$168,570
UPPER SOUTH PLATTE WATE	R	0.1300000*		\$21.91				
CENTER OF COLO WTR CON I	DIST	1.0000000		\$168.57				
ELK CREEK FIRE	1	12.5230000		\$2,111.01				
Taxes Billed 2022 * Credit Levy		84.9477000		\$14,319.64				

AMOUNTS SHOWN ARE CORRECT AT THE TIME OF PRINTING.

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES, CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER AUGUST 1. TAX LIEN PAYMENTS:

1. MUST BE PAID BY CASH, CASHIERS CHECK, MONEY ORDER OR ONLINE AT WWW.PARKCO,US/TREASURER.

2. PLEASE PUT "ATTN:TAX LIEN" ON THE OUTSIDE OF THE ENVELOPE.

3. MUST BE RECEIVED IN THE OFFICE BY THE ABOVE DUE DATE. POSTMARKS NOT ACCEPTED.

4. PAYMENTS WILL ONLY BE ACCEPTED FROM THE OWNER, HIS AGENT OR ANY OTHER PERSON HAVING A LEGAL OR EQUITABLE CLAIM AGAINST THE PROPERTY PER STATUTE CRS 39-12-103

Park County Treasurer P.O. Box 638, Fairplay CO 80440 (719)-836-4334



Escrow No.: C2068501-072-JT2

SPECIAL WARRANTY DEED

This Deed, made April 20, 2022

Between Colorado Pineridge, LLC, a Colorado limited liability company, of the County Jefferson, State of Colorado, grantor(s) and aSkag LLC, a Colorado limited liability company, whose legal address is P.O. Box 387, Conifer, CO 80433 County of Jefferson , and State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of FIVE HUNDRED THOUSAND DOLLARS AND NO/100'S (\$500,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, State of COLORADO described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as Vacant Land, Bailey, CO 80421

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

Colorado Pineridge, LLC, a Colorado limited liability company,

lB BY: David Coppfer, Managing Partner

STATE OF COLORADO COUNTY OF PARK

}ss:

The foregoing instrument was acknowledged before me April 20, 2022 by David Coppfer, Managing partner of Colorado Pineridge, LLC, a Colorado limited liability company.

Witness my hand and official seal.

JILL Y, TADRA NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19984001083 MY COMMISSION EXPIRES JANUARY 16, 2026

Notary Public My Commission expires:
)

Special Warranty Deed WDSPECIAL(DSI Rev. 08/06/20) Last Saved: 4/19/2022 3:29 PM by JT2

Exhibit A

A parcel of land located in the Southwest quarter of Section 1 and in the Northwest quarter of Section 12, Township 7 South, Range 72 West of the 6th Principal Meridian, County of Park, State of Colorado, being a portion of that certain Tract known as Parcel B described in General Warranty Deed recorded March 21, 2005 at Reception No. 611236 in said Park County, more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter of Section 12; Thence South 00°58'05" East along the east line of said Northwest Quarter of Section 12 (South 00°58'05" East per Deed), a distance of 561.06 feet to the Point of Beginning;

Thence continuing South 00°58'05" East along the East line of said Northwest Quarter, a distance of 801.32 feet to the Southeast corner of the North half of said Northwest Quarter of Section 12;

Thence South 86°11'36" West along the South line of said North Half of the Northwest Quarter (South 86°19'27" West per Deed), a distance of 1133.02 feet;

Thence along the East, North and West lines of that certain parcel described in Special Warranty Deed recorded March 23, 1993 at Reception No. 411378, Book 491, Page 630, the following three (3) courses:

- 1. Thence North 03°48'24" West, a distance of 150.00 feet (North 03°40'33" West, 150.00 feet per Deed)
- Thence South 86°11'36" West, a distance of 150.00 feet (South 86°19'27" West, 150.00 feet per Deed)
- 3. Thence South 03°48'24" East, a distance of 150.00 feet (South 03°40'33" East, 150.00 feet per Deed)

Thence continuing South 86°11'36"West along the South line of said North Half of the Northwest Quarter, a distance of 923.45 feet;

Thence North 00°27'33" West, a distance of 1681.36 feet (North 00°27'49" West, 1681.20 feet per Deed) to a point on the Southerly right-of-way line of U.S. Highway No. 285;

Thence along said Southerly right -of-way line the following two (2) courses:

- 1. Thence along the arc of a curve to the right having a radius of 1332.50 feet and a central angle of 20°33'52", an arc distance of 478.26 feet with a chord that bears North 64°45'09" East, 475.69 feet (central angle of 20°35'00", radius of 1332.50 feet, arc distance of 478.70 feet, chord of North 64°48'10" East, 476.13 feet per deed)
- 2. Thence North 80°26'37" East, a distance of 289.23 feet (North 80°28'40" East per Deed)

Thence South 00°00'00" East, a distance of 984.52 feet;

Thence North 90°00'00" East, a distance of 1486.07 feet to the Point of Beginning, County of Park, State of Colorado

Legal prepared March 30, 2022 by L.J. Ludeman, PLS 1309 S. Inca Street, Denver, CO 80223



StatementOfTaxesDue

Account Number R0047546 Assessed To			Parcel 47546 ASKAG LLC PO BOX 387 CONIFER, C	D 80433-0387	11) m	
Legal Description				Situs	Address	
T07 R72 S11 NE4 PT OF E2 11-7 SURVEY R623959 OF FORMER				C IN BAI	LEY 80421	
Year	Tax		Interest	Fees	Payments	Balance
Tax Charge						
2022	\$18,295.20	-	\$0.00	\$0.00	(\$18,295.20)	\$0.00
Total Tax Charge						\$0.00
Grand Total Due as of 08/14/2023						\$0.00
Tax Billed at 2022 Rates for Tax .	Area 0018 - Will-O-	Wisp Metrop	oolitan			
Authority		Mill Lovy	Amount	Values	Actual	Assessed
WILL-O-WISP		23.8200000	\$5,130.12	100 AC AND UP	\$742,640	\$215,370
PARK COUNTY	1	9.4766000*	\$4,194.68	Total	\$742,640	\$215,370
PARK COUNTY ROAD AND	BRIDGE	0.7261000	\$156.38	Total	3/16/010	9213,310
SCHOOL DISTRICT RE-1		23.2720000	\$5,012.09			
SCHOOL DISTRICT RE-1 BOY	4D	4.0000000	\$861.48			
UPPER SOUTH PLATTE WAT	ER	0.1300000*	\$28.00			
CENTER OF COLO WTR CON	DIST	1.0000000	\$215.37			
ELK CREEK FIRE		12,5230000	\$2,697.08			
Taxes Billed 2022		84.9477000	\$18,295.20			
* Credit Levy						

AMOUNTS SHOWN ARE CORRECT AT THE TIME OF PRINTING.

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER AUGUST 1. TAX LIEN PAYMENTS:

1. MUST BE PAID BY CASH, CASHIERS CHECK, MONEY ORDER OR ONLINE AT WWW.PARKCO.US/TREASURER.

2. PLEASE PUT "ATTN:TAX LIEN" ON THE OUTSIDE OF THE ENVELOPE.

3. MUST BE RECEIVED IN THE OFFICE BY THE ABOVE DUE DATE. POSTMARKS NOT ACCEPTED.

4. PAYMENTS WILL ONLY BE ACCEPTED FROM THE OWNER, HIS AGENT OR ANY OTHER PERSON HAVING A LEGAL OR EQUITABLE CLAIM AGAINST THE PROPERTY PER STATUTE CRS 39-12-103

Park County Treasurer P.O. Box 638, Fairplay CO 80440 (719)-836-4334



Escrow No.: C2070783-072-JT2

SPECIAL WARRANTY DEED

This Deed, made September 21, 2022

Between Colorado Pineridge, LLC, a Colorado Limited Liability Company, of the County Jefferson, State of Colorado, grantor(s) and Askag, LLC, a Colorado Limited Liability Company whose legal address is 14803 S. Wandcrest Drive, Pine, CO 80470 County of Park, and State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND NO/100'S (\$1,600,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Park**, State of **COLORADO** described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as Vacant Land-Parcel C, Bailey, CO 80421

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

Colorado Pineridge, LLC, a Colorado Limited Liability Company

B BY: Dawd Coppher, Managing Member

STATE OF COLORADO COUNTY OF PARK

}ss:

The foregoing instrument was acknowledged before me September 21, 2022 by David Coppher, Managing Member of Colorado Pineridge, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

JILL Y. TADRA NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19984001083 MY COMMISSION EXPIRES JANUARY 16, 2026

Notary Public

My Commission expires:

Special Warranty Deed WDSPECIAL(DSI Rev. 08/06/20)

Exhibit A

Parcel C:

A part of the East 1/2 of Section 11, the West 1/2 of Section 12 and the Northwest 1/4 of Section 13, Township 7 South, Range 72 West of the 6th Principal Meridian, described as follows:

Beginning at the Northeast corner of the Southwest ¼ Northwest ¼ of said Section 12;

Thence South 01 Degrees 42 Minutes 26 Seconds East, 1343.8 feet to the Southeast corner thereof: Thence South 00 Degrees 08 Minutes 21 Seconds West, 1374.95 feet to the Southeast corner of the Northwest 1/4 Southwest 1/4 of said Section 12;

Thence South 00 Degrees 15 Minutes 14 Seconds West, 1353.07 feet to the Northeast corner of the Northwest 1/4 Northwest 1/4 of said Section 13;

Thence South 02 Degrees 09 Minutes 23 Seconds West along the East line of said Northwest 1/4 Northwest ¼, 654.08 feet to the point of intersection with the fence line agreed in Instrument recorded in Book 216 at Page 235, to be the boundary line between the properties of Keeling and Timmerman; Thence Westerly along and conforming to said fence line, 1475.63 feet to the Southeast corner of Tract 15, Will-O-Wisp Filing No. 1;

Thence along the Easterly boundary of said subdivision, the following courses and distances: Due North, 2692.09 feet;

Due West, 440 feet;

North 24 Degrees 17 Minutes 59 Seconds West, 766.83 feet;

North 49 Degrees 22 Minutes 07 Seconds West, 90 feet;

Thence North 40 Degrees 37 Minutes 53 Seconds East, 82.29 feet, along a curve to the left having a radius of 660 feet and a central angle of 08 Degrees 40 Minutes 52 Seconds, an arc distance of 342.78 feet;

North 10 Degrees 52 Minutes 29 Seconds East, 299.82 feet;

South 79 Degrees 07 Minutes 31 Seconds East, 100 feet;

North 47 Degrees 37 Minutes 15 Seconds East, 437.57 feet; and South 76 Degrees 59 Minutes 44 Seconds East, 300 feet to a point on the Westerly line of Tract 3 in said subdivision;

Thence South 09 Degrees 06 Minutes 12 Seconds East, 149.83 feet:

Thence due East 288.9 feet;

Thence due North 488.66 feet to a point on the North line of said Northwest ¼ Southwest ¼;

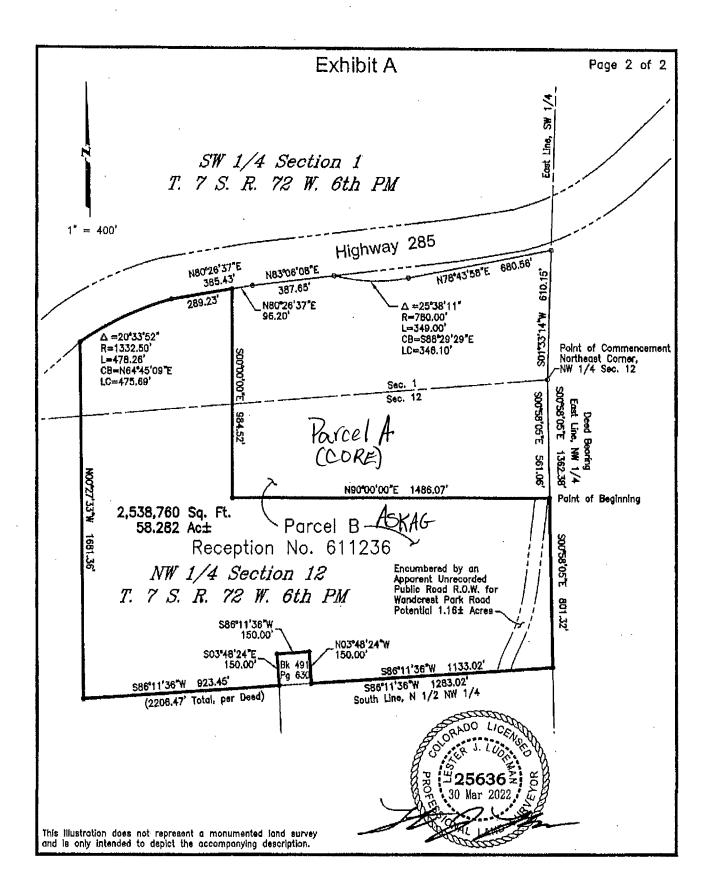
Thence North 86 Degrees 19 Minutes 27 Seconds East, 1010.25 feet to the Point of Beginning,

Except that portion conveyed by Deeds recorded February 24, 2006 at Reception No. 624307 and Reception No. 624308,

County of Park, State of Colorado.

LEGAL DESCRIPTION FOR ASKAG, LLC REF: ALTA/NSPS LAND TITLE SURVEY PAGE TWO OF THREE, PART OF THE NW1/4 OF SECTION 12 AND THE SW1/4 OF SECTION 1, T7S, R72W. 6TH PM, COUTY OF PARK, STATE OF COLORADO.

DEED RECORDED 4/21/2022 RECEPTION NO. 791870



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Exhibit A	Page 1. of 2
Legal Description	
A parcel of land located in the Southwest Quarter of Section Northwest Quarter of Section 12, Township 7 South, Range 72 Principal Meridian, County of Park, State of Colorado, being that certain Tract known as Parcel B described in General War recorded March 21, 2005 at Reception No. 611236 in said Park particularly described as follows:	West of the 6th a portion of rranty Deed
Commencing at the northeast corner of said Northwest Quarter Thence South 00°58'05" East along the east line of said North of Section 12 (South 00°58'05" East per deed), a distance of the Point of Beginning;	hwest Quarter
Thence continuing South 00°58'05" East along the east line of Northwest Quarter, a distance of 801.32 feet to the southeas North Half of said Northwest Quarter of Section 12; Thence South 86°11'36" West along the south line of said Nor Northwest Quarter (South 86°19'27" West per deed), a distance feet;	t corner of the th Half of the
Thence along the east, north and west lines of that certain p described in Special Warranty Deed recorded March 23, 1993 at 411378, Book 491, Page 630, the following three (3) courses: 1. Thence North 03°48'24" West, a distance of 150.00 feet (Ne West, 150.00 feet per deed); 2. Thence South 86°11'36" West, a distance of 150.00 feet (Se West, 150.00 feet per deed); 3. Thence South 03°48'24" East, a distance of 150.00 feet (Se East, 150.00 feet per deed);	t Reception No. orth 03°40'33" outh 86°19'27"
Thence continuing South 86°11'36" West along the south line Half of the Northwest Quarter, a distance of 923.45 feet; Thence North 00°27'33" West, a distance of 1681.36 feet (Nor West, 1681.20 feet per deed) to a point on the southerly rig of U.S. Highway No. 285;	th 00°27'49"
Thence along said southerly right-of-way line the following courses: 1. Thence along the arc of a curve to the right having a rad feet and a central angle of 20°33'52", an arc distance of 47 a chord that bears North 64°45'09" East, 475.69 feet (centra 20°35'00", radius of 1332.50 feet, arc distance of 478.70 fe North 64°48'10" East, 476.13 feet per deed); 2. Thence North 80°26'37" East, a distance of 289.23 feet (N East per deed);	ius of 1332.50 8.26 feet with 1 angle of et, chord of
Thence South 00°00'00" East, a distance of 984.52 feet; Thence North 90°00'00" East, a distance of 1486.07 feet to the Point of Beginning,	RADO LICENS
containing 2,538,760 Square Feet, or 58.282 Acres, more or less.	4 25636 差) 30 Mar 2022
Prepared March 30, 2022 by L.J. Ludeman, PLS 1309 S. Inca Street, Denver, CO 80223	AND CANE

6 250 8201



CHICAGO TITLE OF COLORADO, INC.

8055 E. Tufts Avenue, Ste #300 Denver, CO: 80237 Phone: 303-291-9999 Fax: 303-291-9994

Effective May 1, 2010, the Colorado Division of Insurance Regulation 3-5-1 requires that title insurance companies charge for Ownership & Encumbrance Reports (O&E Reports).

Customer:	Chicago Title - Demo 8055 E Tufts Ave. Suite 300
Attn To:	Andrew Caldwell
Phone:	720.934.3950
Client Reference No.:	
Order No:	20791719
Invoice Date:	8/9/2023
Property Address:	14097 Wandcrest Park Rd Bailey, CO 80421
Owner:	

Invoice	Description	Amount
20791719	O&E Report	\$5.00
	Total Due:	PAID

-

Please send payment to:

PAID IN FULL.

Please remit invoice with payment.



CHICAGO TITLE OF COLORADO, INC.

8055 E. Tufts Avenue, Ste #300 Denver, CO 80237 Phone: 303-291-9999 Fax: 303-291-9994

OWNERSHIP & ENCUMBRANCE REPORT

Attn:	Andrew Caldwell	
Company:	Chicago Title - Demo	
Phone:	720.934.3950	Fax:
Order Number:	20791719	Date Ordered: August 9, 2023
Reference No.:		Effective Date: July 27, 2023
Fee:	\$5.00	

Property Information

Address:	14097 Wandcrest Park Rd Bailey, CO 80421
County:	Park
Tax ID No.:	R0047905

Legal Description as set forth in the following document

Document Type	Recording Date	Reception #
Special Warranty Deed	April 21, 2022	<u>791870</u>

Ownership as set forth in the following document

Document Type	Recording Date	Reception #
Special Warranty Deed	April 21, 2022	<u>791870</u>

Recorded Deeds of Trust, Mortgages or Other Encumbrances

No open Deeds of Trust, Mortgages or Liens found.

Judgments or Liens

No open Judgments found.

Prepared By: O&E Department Phone: (303) 889-2422 Email: <u>OandE@fntg.com</u> Date: 8/9/2023

NOTE: This report is for the applicant's sole use and benefit. The information contained in this report has been taken from the public records without reference to, or examination of, instruments which purport to affect the real property. The Company's liability under this report is limited to the fee paid. No other representations or indemnities are made.

7



Escrow No.: C2068501-072-

SPECIAL WARRANTY DEED

This Deed, made April 20, 2022

Between Colorado Pineridge, LLC, a Colorado limited liability company, of the County Jefferson, State of Colorado, grantor(s) and aSkag LLC, a Colorado limited llability company, whose legal address is P.O. Box 387, Conlifer, CO 80433 County of Jefferson , and State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of FIVE HUNDRED THOUSAND DOLLARS AND NO/100'S (\$500,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, State of COLORADO described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as Vacant Land, Balley, CO 80421

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

Colorado Pineridge, LLC, a Colorado limited liability company,

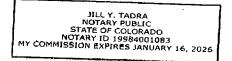
BY: David Coppfer, Managing Partner

STATE OF COLORADO COUNTY OF PARK

}ss:

The foregoing instrument was acknowledged before me April 20, 2022 by David Coppfer, Managing partner of Colorado Pineridge, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Notary Public My Cómmission expires:

Special Warranty Deed WDSPECIAL(DSI Rev. 08/06/20)

Last Saved: 4/19/2022 3:29 PM by JT2

Exhibit A

A parcel of land located in the Southwest quarter of Section 1 and in the Northwest quarter of Section 12, Township 7 South, Range 72 West of the 6th Principal Meridian, County of Park, State of Colorado, being a portion of that certain Tract known as Parcel B described in General Warranty Deed recorded March 21, 2005 at Reception No. 611236 in said Park County, more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter of Section 12; Thence South 00°58'05" East along the east line of said Northwest Quarter of Section 12 (South 00°58'05" East per Deed), a distance of 561.06 feet to the Point of Beginning;

Thence continuing South 00°58'05" East along the East line of said Northwest Quarter, a distance of 801.32 feet to the Southeast corner of the North half of said Northwest Quarter of Section 12;

Thence South 86°11'36" West along the South line of said North Half of the Northwest Quarter (South 86°19'27" West per Deed), a distance of 1133.02 feet;

Thence along the East, North and West lines of that certain parcel described in Special Warranty Deed recorded March 23, 1993 at Reception No. 411378, Book 491, Page 630, the following three (3) courses:

- 1. Thence North 03°48'24" West, a distance of 150.00 feet (North 03°40'33" West, 150.00 feet per Deed)
- Thence South 86°11'36" West, a distance of 150.00 feet (South 86°19'27" West, 150.00 feet per Deed)
- 3. Thence South 03°48'24" East, a distance of 150.00 feet (South 03°40'33" East, 150.00 feet per Deed)

Thence continuing South 86°11'36"West along the South line of said North Half of the Northwest Quarter, a distance of 923.45 feet;

Thence North 00°27'33" West, a distance of 1681.36 feet (North 00°27'49" West, 1681.20 feet per Deed) to a point on the Southerly right-of-way line of U.S. Highway No. 285;

Thence along said Southerly right -of-way line the following two (2) courses:

- Thence along the arc of a curve to the right having a radius of 1332.50 feet and a central angle of 20°33'52", an arc distance of 478.26 feet with a chord that bears North 64°45'09" East, 475.69 feet (central angle of 20°35'00", radius of 1332.50 feet, arc distance of 478.70 feet, chord of North 64°48'10" East, 476.13 feet per deed)
- 2. Thence North 80°26'37" East, a distance of 289.23 feet (North 80°28'40" East per Deed)

Thence South 00°00'00" East, a distance of 984.52 feet; Thence North 90°00'00" East, a distance of 1486.07 feet to the Point of Beginning, County of Park, State of Colorado

Legal prepared March 30, 2022 by L.J. Ludeman, PLS 1309 S. Inca Street, Denver, CO 80223

APPENDIX B

APPLICANT CERTIFICATION REGARDING NOTICE TO MINERAL ESTATE OWNER

I, <u>Jedam Shirley</u>, submitted an application for land use approval from Park County generally described as:

Conditional Use Permit

ZDetermination of Location and Extent of Public Facilities Use

Planned Unit Development with Rezoning

Special Use Permit; (Telecommunications, Wetlands)

_____ Subdivision; (Major Preliminary Plan, Major Final Plat, Minor, Sketch, Combined)

I understand that state law, found at CRS 24-65.5-101 through 24-65.5-104, imposes specific legal requirements involving my providing written notice to the mineral estate owner of my application.

I HEREBY CERTIFY that I have complied with the notice requirements imposed upon me by CRS 24-65.5-101 through 24-65.5-104.

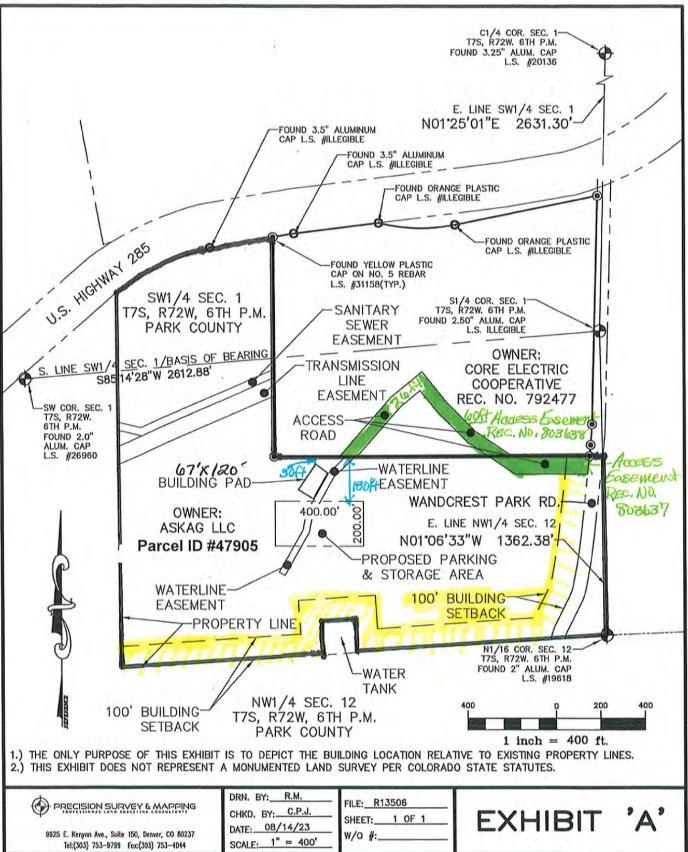
Signature of Applicant

Shiller Print Name

For County Use Only

Application Name/Case Number:

ASKAG, LLC PRELIMINARY PUD PLAT

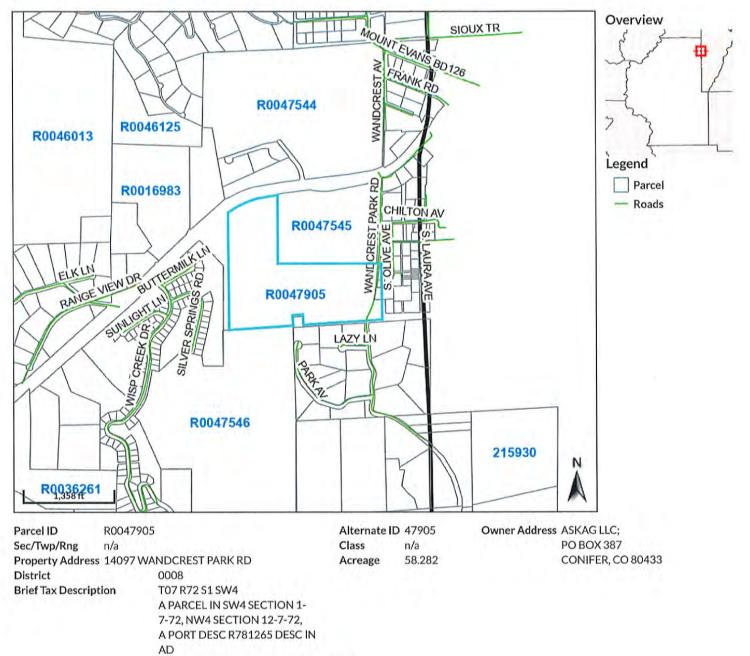


Ter (S

ASKAG, LLC PUD OPEN SPACE PROPOSAL ALTA/ACSM LAND SURVEY TITLE LOCATED IN SECTIONS 1, 2, 11, 12, AND 13, T 7 S, R 72 W, 6th P.M. COUNTY OF PARK, STATE OF COLORADO Pine Junction 2 Grans Bhat, Hift. 285 PARCELA Approximately Wenger ARCEL 6. Sacres of 12 Proposed openspace with trails and parking areator public use. 14 13 VICINITY MAP

1"=1000'

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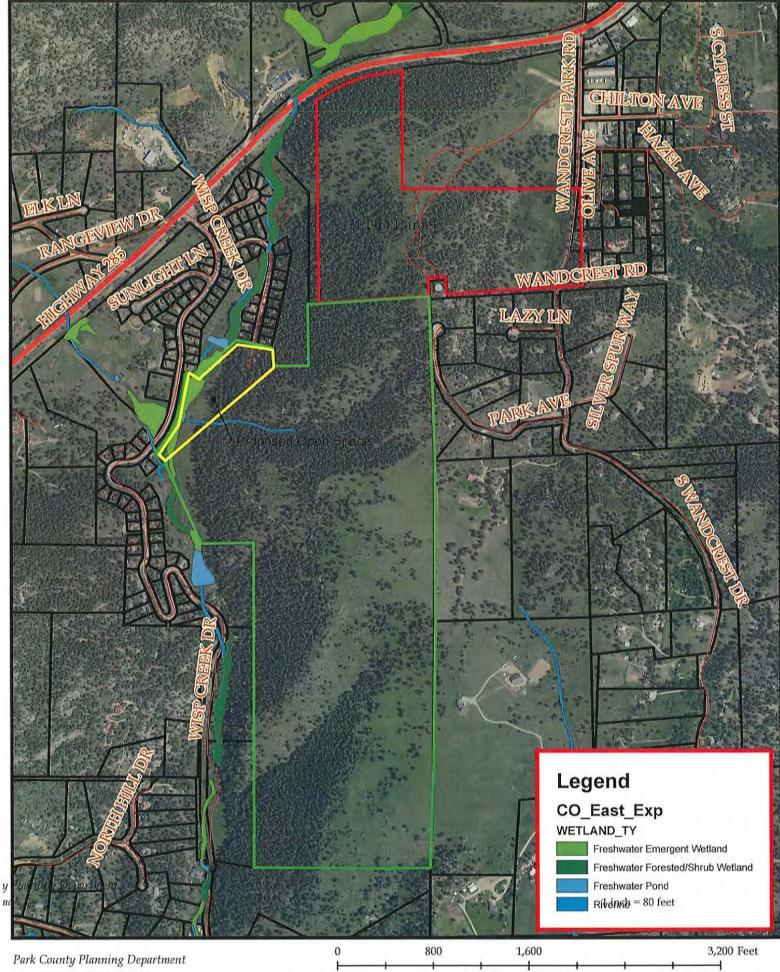


(Note: Not to be used on legal documents)

Date created: 7/12/2023 Last Data Uploaded: 7/11/2023 8:04:10 PM



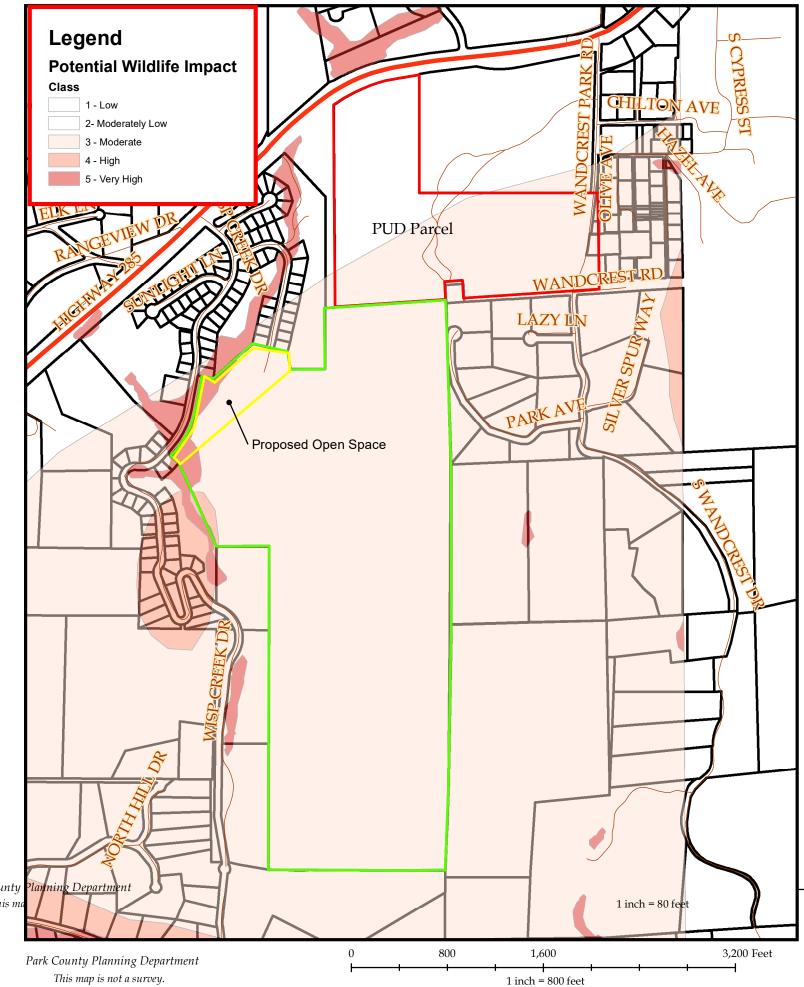
Current Conditions Map

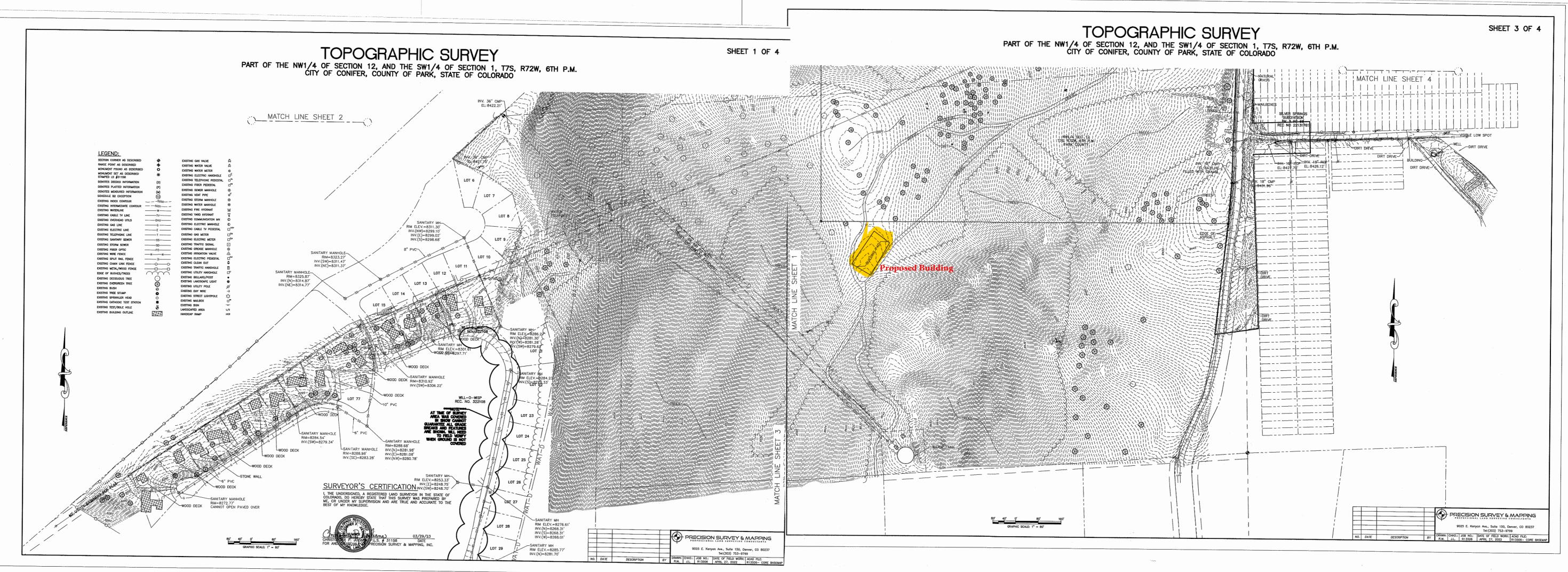


This map is not a survey.

1 inch = 800 feet

Wildlife Impact Map





LIGHTING PLAN NARRATIVE

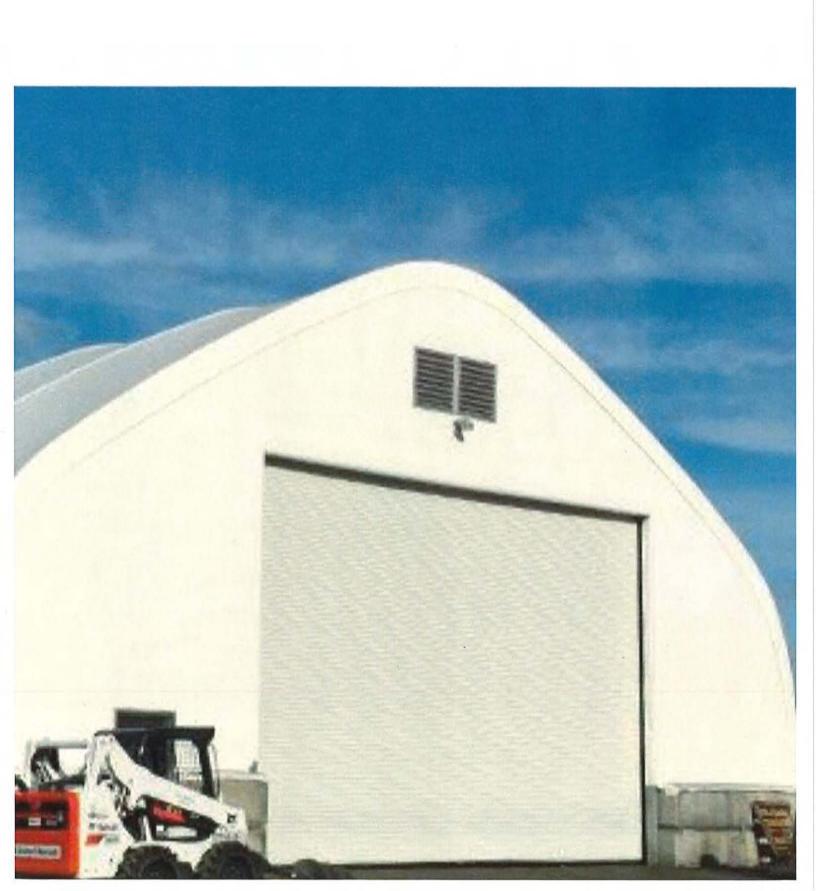
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The only source of lighting will be above the entrance of the described building. The light source(s) will be downward and shielded to eliminate fugitive light emissions.

Erosion and sediment and landscaping plan narrative

The parcel of land is relatively flat. The site selected for the proposed 120 ft X 62 ft building to contain all related trash transfer & wastewater business.

Best management practices (BMP's) will be implemented so as to limit ground disturbances. Allnatural vegetation will remain. The only ground disturbance will be associated with the footprint of the 120 ft X 62 ft building and the driveway off of Wandcrest to the building.





ACCESS EASEMENT DEED AND AGREEMENT

This ACCESS EASEMENT DEED AND AGREEMENT ("Agreement") is made and entered into this <u>fin</u> day of <u>August</u>, 2023 (the "Effective Date"), by and between ASKAG, LLC, a Colorado limited liability company ("Grantor"), whose address is 14803 Wandcrest Park Road, Bailey, CO 80421, and CORE Electric Cooperative, a non-profit corporation and electric cooperative, whose address is 5496 North US Highway 85, Sedalia, CO 80135 ("Grantee"). Grantor and Grantee may sometimes singularly be referred to as a "Party" or collectively be referred to as the "Parties." Grantee's Property and Grantor's Property (each as defined below) may sometimes singularly be referred to as a "Property" or collectively be referred to as the "Properties."

RECITALS:

A. Grantor is the owner of real property legally described on <u>Exhibit A</u> attached hereto and incorporated herein ("Grantor's Property").

B. Grantee is the owner of real property legally described on <u>Exhibit B</u> attached hereto and incorporated herein ("Grantee's Property").

C. Grantee's Property and Grantor's Property are adjacent to each other in Park County, Colorado. Grantee must cross a portion of Grantor's Property to access Grantee's Property.

D. Grantee and Grantor desire to enter into an agreement whereby Grantor grants a perpetual, nonexclusive access easement across Grantor's Property as more particularly depicted in the attached <u>Exhibit C</u> ("Access Easement Area") for ingress and egress to and from Grantee's Property.

THEREFORE, in consideration of ten dollars, the Recitals, terms and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the Parties agree as follows.

AGREEMENTS:

1. <u>Access Easement</u>. Grantor hereby sells, bargains, grants, quitclaims, conveys, assigns, establishes, and creates to and for the benefit of Grantee, for Grantee's use and the use of Grantee's agents, contractors, tenants, employees, customers, licensees, guests and invitees, a perpetual, non-exclusive easement, eighty feet (80') in width, over, on and across the Access Easement Area for ingress to and egress from Grantee's Property subject to the terms and conditions contained herein ("Access Easement"). The Access Easement shall be an easement appurtenant to Grantee's Property and shall inure to the benefit of Grantee's heirs, successors, assigns and personal representatives, subject to the conditions set forth herein. The Access Easement shall run with Grantor's Property and Grantee's Property. The Access Easement may not be transferred, assigned, or conveyed apart or separately from the Grantee's Property.

2. <u>Restrictions on Use</u>. Grantee's use of the Access Easement Area shall be for motor vehicle and pedestrian access over, on and across Grantor's Property to and from Grantee's Property.

3. <u>Grantor's Rights</u>. Grantor reserves the right of ownership, use, and occupancy of the Access Easement Area, insofar as the ownership, use, and occupancy does not impair the rights granted to Grantee herein. Without limiting the foregoing, Grantor agrees that no building, structure, or other improvements of any kind may be placed on the Access Easement Area in such a way as to interfere with Grantee's rights granted herein.

4. <u>Construction of Road</u>. The intent of the Parties is to allow the Parties to access their respective commercial properties using the same curb cut, driveway apron and roadway, which will be constructed and maintained by Grantor in the Access Easement Area. Grantor, at Grantor's sole cost and expense, must construct the curb cut, driveway apron, roadway, and related improvements within the Access Easement Area to the minimum standards as outlined on <u>Exhibit</u> <u>D</u> (collectively, the "Road") no later than August 1, 2023.

5. Maintenance and Repair of Access Easement Area and Road.

(a) Grantor shall be responsible for maintaining and repairing the Access Easement Area and Road in a reasonably good condition. The costs and expenses associated with maintenance and repair of the Access Easement Area and the Road shall be borne solely by Grantor.

(b) The maintenance and repair obligations of Grantor shall include but not be limited to the following:

1. maintaining the surface of the Access Easement Area and the Road in a smooth, clean and good condition;

2. plowing snow and removing other debris as necessary;

3. repairing and replacing the road base as reasonably necessary; and

4. repairing and replacing culverts and any cuts and fills that may be damaged by erosion or otherwise as reasonably necessary.

(c) If Grantor fails to commence and thereafter diligently complete construction of the Road or any reasonably necessary maintenance or repair of the Access Easement Area or the Road, within sixty (60) days after receipt of written notice thereof from Grantee, Grantee may, but shall not be obligated to, cause the construction, maintenance and/or

repair of the Access Easement Area and/or the Road and charge Grantor for its reasonable expenses incurred, provided that Grantee provides to Grantor written notice of the completion of the work and an accounting of the expenditure for the work. Grantor shall pay Grantee within sixty (60) days after receipt of the notice of completion. In the event that any reimbursement is not made within sixty (60) days after Grantor's receipt of Grantee's written notice, the amount owing shall bear interest at an annual rate of twelve percent (12%).

(d) Grantee, at its sole cost and expense, shall maintain insurance against claims for general liability for bodily injury or death or property damage occurring in, on, or upon the Access Easement Area in such amounts as may be commercially reasonable but in any event not less than \$1 million per occurrence, and \$1 million aggregate. Such insurance shall name Grantor as an additional insured thereunder and require thirty (30) days' notice before cancellation or substantial amendment of said insurance. Upon written request, but no more frequently than annually, Grantee shall provide Grantor with evidence of such insurance in the form of a certificate(s) of insurance and a copy of the additional insured endorsement.

6. <u>Gates.</u> Either Party may erect a gate across the Road, so long as keys or access codes are provided to the other Party.

7. <u>Grantor's and Grantee's Warranties</u>. Grantor warrants that it has all necessary power and authority to enter this Agreement and grant the Access Easement and that this instrument has been duly authorized, approved and executed. Grantee warrants that it has all necessary power and authority to enter this Agreement and this Agreement has been duly authorized, approved and executed by Grantee.

8. <u>Compliance with Laws</u>. Grantor shall cause Grantor's Property to comply with any applicable Laws (defined below) to the extent necessary to prevent any material interference with Grantee's use and enjoyment of the Access Easement Area. Each Party shall additionally, in exercising all rights granted under this Agreement, comply with all applicable Laws. "Laws" shall mean all laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over Grantee's Property or Grantor's Property, or the Parties, including but not limited to environmental laws and the Americans with Disabilities Act.

9. <u>Exercise of Rights</u>. Grantee shall exercise any right granted herein in a manner which shall not unreasonably hinder, impede, or impose upon Grantor's use of its Property.

10. <u>Default.</u> In the event of a default by either Party under this Agreement in the observance or performance of any of the covenants or other provisions of this Agreement to be observed or performed by such Party, if such default is not cured within sixty (60) days after written notice to the defaulting Party (or if such default is incapable of cure within such 60-day period and the defaulting Party commences to cure within such 60-day period and thereafter diligently and continuously takes action to effect a cure), the non-defaulting Party shall have the following remedies: (a) to cure, if capable of cure, the breach by the defaulting Party, with the right of reimbursement from the defaulting Party for all reasonable costs and expenses incurred in connection with such cure,

including reasonable legal fees; (b) an action for specific performance and/or injunction; and (c) an action for actual damages. No breach of this Agreement shall entitle any Party to consequential, incidental, economic, treble or punitive damages or to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies such Party may have by reason of any breach of this Agreement.

11. <u>Notices</u>. All notices and other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, (b) deposited with a nationally recognized overnight delivery service that routinely issues receipts, (c) given by registered or certified mail, or (d) sent electronically. Any such notice or other communication shall be effective when such notice is delivered to the addresses set forth below and received or refused by the addressee:

To the Grantor:	<u>ASKAG, LLC</u>
	14803 S. Wandcrest Dr.
	Pine, CO 80470
	jrheartcattle@gmail.com
To the Grantee:	CORE Electric Cooperative
	<u>5496 N. U.S. Highway 85</u>
	<u>Sedalia, CO 80135</u>
	bkaufman@core.coop

Any Party, by ten (10) days' prior written notice given as set forth above, may change the address to which future notices or other communications intended for such Party shall be sent.

12. <u>Modification</u>. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the Parties hereto.

13. <u>Entire Agreement</u>. This Agreement constitutes and incorporates the entire agreement among the Parties hereto concerning the subject matter of this Agreement and supersedes any prior agreements concerning the subject matter hereof.

14. <u>Attorney Fees</u>. If any action is commenced between the Parties concerning this Agreement or for the enforcement of rights and duties of any Party pursuant to this Agreement, the court shall award the substantially prevailing Party in the action its reasonable attorney fees in addition to any other relief that may be granted.

15. <u>Severability</u>. If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

16. <u>Successors and Assigns/Covenants Run With Land</u>. The terms and conditions of this Agreement bind and inure to the benefit of the Parties, and their respective successors and assigns. The Access Easement granted herein shall constitute a covenant running with the land and shall bind Grantor's Property and inure to the benefit of and be binding upon the Parties, their grantees, and respective successors and assigns, and any persons claiming by, through or under them.

17. <u>No Waiver</u>. No provision of this Agreement may be waived except by written instrument signed by the Party to be charged with such waiver. Waiver by any Party of any agreement, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Agreement.

18. <u>Not a Public Dedication</u>. Nothing herein contained shall be deemed to be a gift or dedication of the Access Easement Area or any portion thereof to the general public, or for any public use or purposes whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

19. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law principles.

20. <u>Authorization</u>. Each Party is authorized and empowered to execute this Agreement and all necessary corporate or partnership action has been taken to authorize execution of this Agreement.

21. <u>Execution</u>. The Parties shall execute and deliver such further documents as may be reasonably required in order to effectuate the intent of this Agreement.

22. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original and all of which when taken together shall constitute one and the same instrument; provided, however, that this Agreement will not become binding upon any Party unless and until executed (whether or not in counterpart) by all the Parties.

23. <u>Facsimile/E-Mail.</u> Original signatures of the parties hereto on copies of this Agreement transmitted by facsimile or e-mail shall be deemed originals for all purposes hereunder and such copies shall be binding on all parties hereto.

[SIGNATURE PAGE TO FOLLOW]

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

GRANTOR:

ASKAG, LLC, a Colorado limited liability company

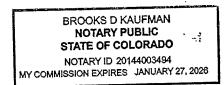
By: Adam Shirley, Manager

The foregoing instrument was acknowledged before me by Adam Shrilely this st day of August 20 **3** in the offerson County of State, Colorado.

Witness my hand and official seal.

My Commission Expires:

Notary Public



GRANTEE:

CORE Electric Cooperative, a non-profit corporation and electric cooperative

By: Pam Feuerstein, Chief Operating Officer

The foregoing	instrument was	acknowledged
before me by this <u>1</u> day of	Pan Fiver	stein
this <i>f</i> day of	August	, 20 27 , in the
County of Douglas, Colorado.		

Witness my hand and official seal.

My Commission Expires: Notary Public BROOKS D KAUFMAN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144003494 MY COMMISSION EXPIRES JANUARY 27, 2026

Exhibit A

ASKAG, LLC Property Legal Description

A parcel of land located in the Southwest Quarter of Section 1 and in the Northwest Quarter of Section 12, Township 7 South, Range 72 West of the 6th Principal Meridian, County of Park, State of Colorado, being a portion of that certain Tract known as Parcel B described in General Warranty Deed recorded March 21, 2005 at Reception No. 611236 in said Park County, more particularly described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 12; Thence South 00°58'05" East along the east line of said Northwest Quarter of Section 12 (South 00°58'05" East per deed), a distance of 561.06 feet to the Point of Beginning;

Thence continuing South 00°58'05" East along the east line of said Northwest Quarter, a distance of 801.32 feet to the southeast corner of the North Half of said Northwest Quarter of Section 12; Thence South 86°11'36" West along the south line of said North Half of the Northwest Quarter (South 86°19'27" West per deed), a distance of 1133.02 feet;

Thence along the east, north and west lines of that certain parcel described in Special Warranty Deed recorded March 23, 1993 at Reception No. 411378, Book 491, Page 630, the following three (3) courses:

- 1. Thence North 03°48'24" West, a distance of 150.00 feet (North 03°40'33" West, 150.00 feet per deed);
- 2. Thence South 86°11'36" West, a distance of 150.00 feet (South 86°19'27" West, 150.00 feet per deed);
- 3. Thence South 03°48'24" East, a distance of 150.00 feet (South 03°40'33" East, 150.00 feet per deed);

Thence continuing South 86°11'36" West along the south line of said North Half of the Northwest Quarter, a distance of 923.45 feet;

Thence North 00°27'33" West, a distance of 1681.36 feet (North 00°27'49" West, 1681.20 feet per deed) to a point on the southerly right-of-way line of U.S. Highway No. 285;

Thence along said southerly right-of-way line the following two (2) courses:

- 1. Thence along the arc of a curve to the right having a radius of 1332.50 feet and a central angle of 20°33'52", an arc distance of 478.26 feet with a chord that bears North 64°45'09" East, 475.69 feet (central angle of 20°35'00", radius of 1332.50 feet, arc distance of 478.70 feet, chord of North 64°48'10" East, 476.13 feet per deed);
- 2. Thence North 80°26'37" East, a distance of 289.23 feet (North 80°28'40" East per deed);

Thence South 00°00'00" East, a distance of 984.52 feet; Thence North 90°00'00" East, a distance of 1486.07 feet to the Point of Beginning,

containing 2,538,760 Square Feet, or 58.282 Acres, more or less.

Prepared March 30, 2022 by L.J. Ludeman, PLS 1309 S. Inca Street, Denver, CO 80223

Exhibit B

CORE Property Legal Description

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 781265, FILED IN THE PARK COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 1, ASSUMED TO BEAR S85°14'28"W A DISTANCE OF 2612.88 FEET FROM A 2.50" ALUMINUM CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 1 TO A 2.0" ALUMINUM CAP L.S. #26960 FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 1;

BEGINNING AT A POINT ON THE WESTERLY LINE OF A 60' ROAD DOCUMENT WITH RECEPTION NO. 87134750 OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT BEARS N00°46'30"W A DISTANCE OF 605.32 FEET FROM SAID SOUTH QUARTER CORNER OF SECTION 1;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES: 1.) THENCE S01°34'06"W A DISTANCE OF 1024.31 FEET;

2.) THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 92.79 FEET, HAVING A RADIUS OF 1106.26 FEET, THROUGH A CENTRAL ANGLE OF 04°48'22" AND A CHORD WHICH BEARS S03°58'17"W A DISTANCE OF 92.77 FEET;

3.) THENCE S06°22'27"W A DISTANCE OF 50.21 FEET; THENCE S89°51'47"W A DISTANCE OF 1427.03 FEET; THENCE N00°08'13"W A DISTANCE OF 984.40 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 285; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO COURSES:

1.) N80°17'53"E A DISTANCE OF 96.29 FEET;

2.) THENCE N82°59'34"E A DISTANCE OF 387.51 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 349.17 FEET, HAVING A RADIUS OF 780.00 FEET, THROUGH A CENTRAL ANGLE OF 25°38'56" AND A CHORD WHICH BEARS S88°40'44"E A DISTANCE OF 346.26 FEET; THENCE N78°35'39"E A DISTANCE OF 656.68 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHWEST CORNER OF SECTION 1 BEARS S72°25'39"W A DISTANCE OF 2722.75 FEET;

SAID PARCEL CONTAINS 1,533,449 SQUARE FEET OF LAND OR 35.203 ACRES, MORE OR LESS.

COUNTY OF PARK, STATE OF COLORADO LEGAL PREPARED APRIL 21, 2022, BY CHRISTOPHER P. JULIANAN P.L.S 31158, PRECISION SURVEY & MAPPING, 9025 E. KENYON AVE., STE 150, DENVER, CO 80237

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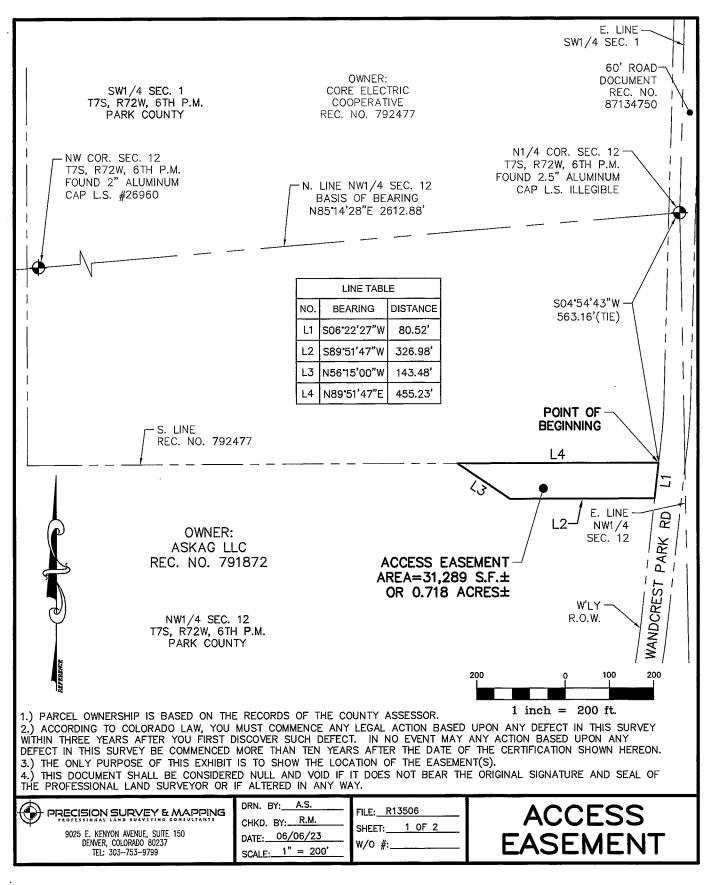
Exhibit C Access Easement Area Attached

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ASKAG to CORE Access Easement Deed and Agreement

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ASKAG to CORE Access Easement Deed and Agreement

Milena Kassel Park County

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 791872, FILED IN THE PARK COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

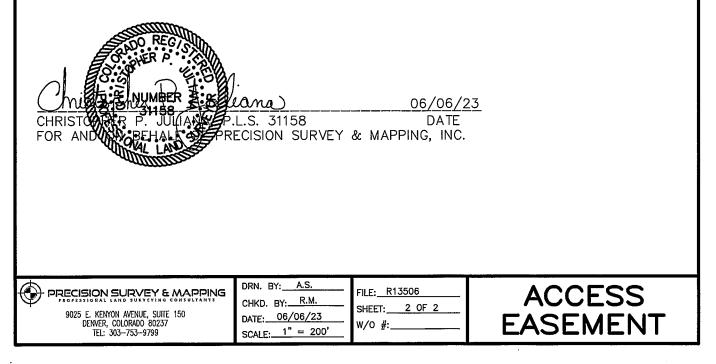
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 12, ASSUMED TO BEAR N85°14'28"E A DISTANCE OF 2612.88 FEET FROM A 2" ALUMINUM CAP STAMPED L.S. 26960 FOUND AT THE NORTHWEST CORNER OF SAID SECTION 12 TO A 2.5" ALUMINUM CAP L.S. ILLEGIBLE FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 12;

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF WANDCREST PARK ROAD, SAID POINT BEARS S04°54'43"W A DISTANCE OF 563.16 FEET FROM SAID NORTH QUARTER CORNER;

THENCE S06°22'27"W ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 80.52 FEET; THENCE S89°51'47"W A DISTANCE OF 326.98 FEET; THENCE N56°15'00"W A DISTANCE OF 143.48 FEET TO THE SOUTH LINE OF A PARCEL OF LAND FILED IN SAID CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 792477; THENCE N89°51'47"E ALONG SAID SOUTH LINE A DISTANCE OF 455.23 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTHWEST CORNER BEARS N82°19'36"W A DISTANCE OF 2578.75 FEET.

SAID PARCEL CONTAINS 31,289 SQUARE FEET OR 0.718 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



ASKAG to CORE Access Easement Deed and Agreement

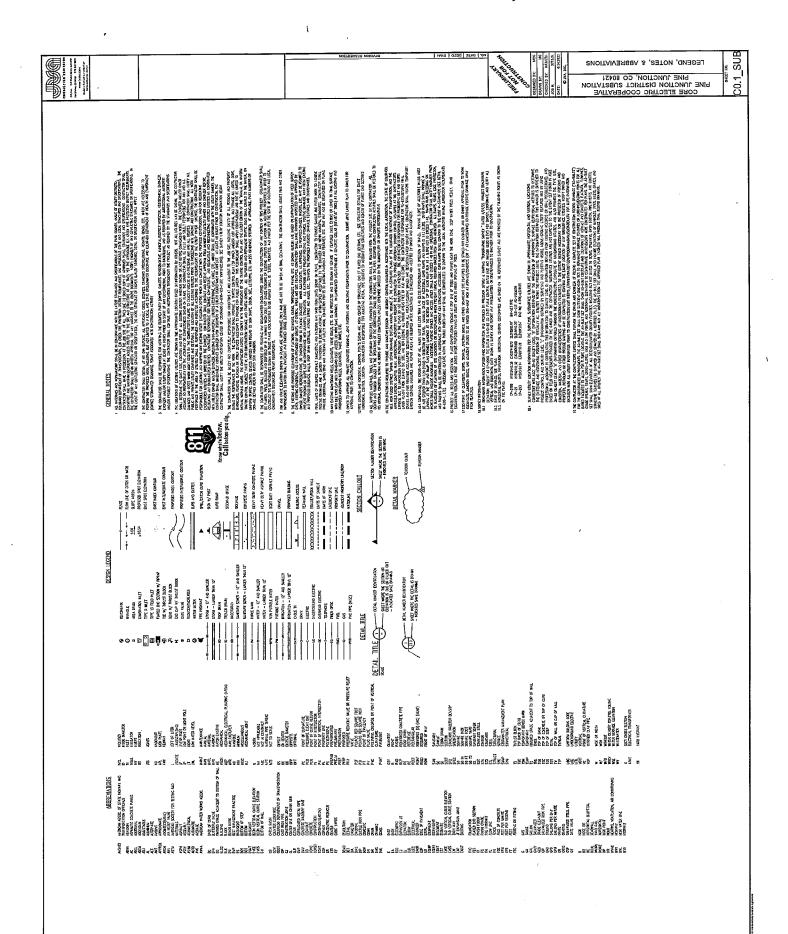
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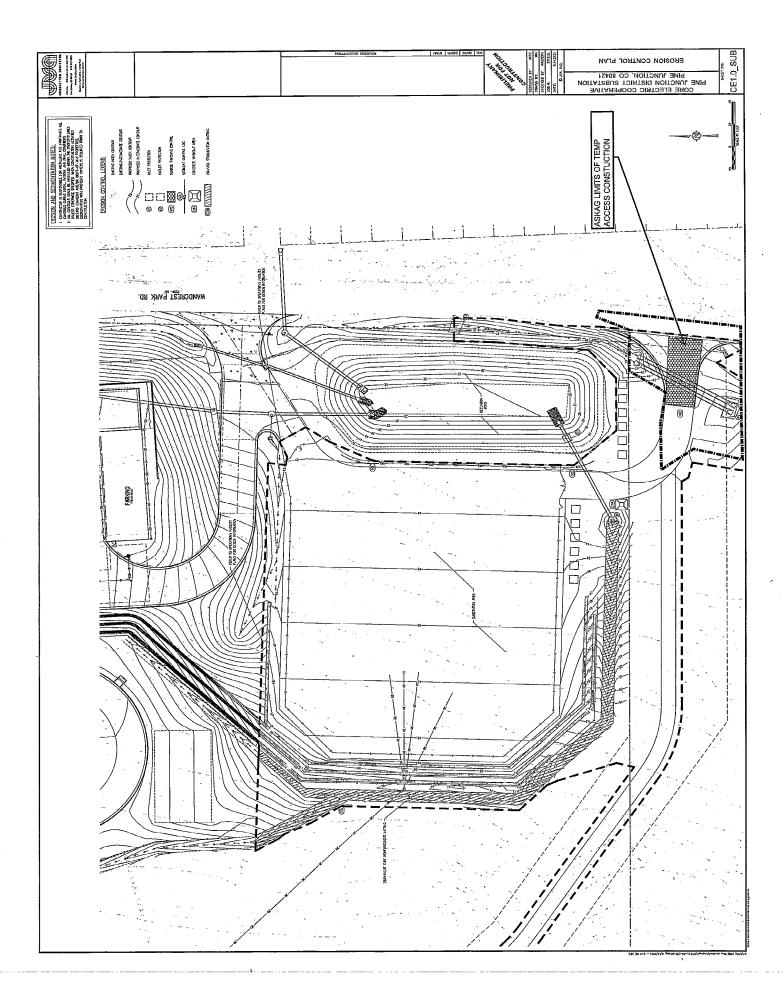
Exhibit D Construction of Road Attached

ASKAG to CORE Access Easement Deed and Agreement

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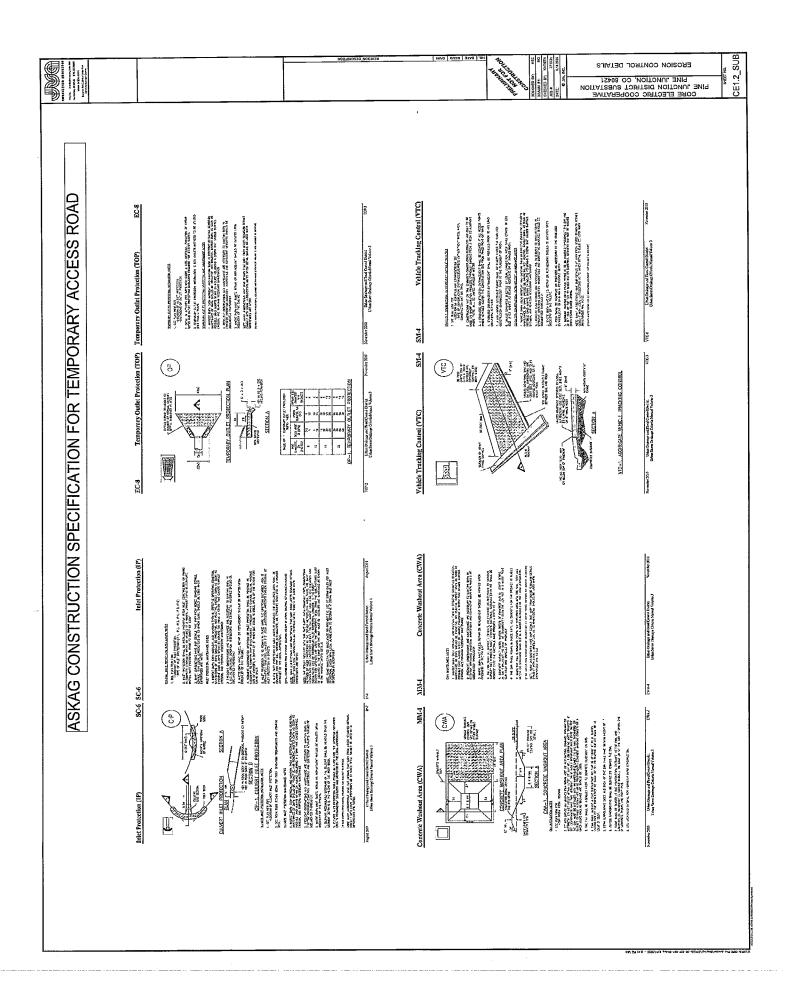


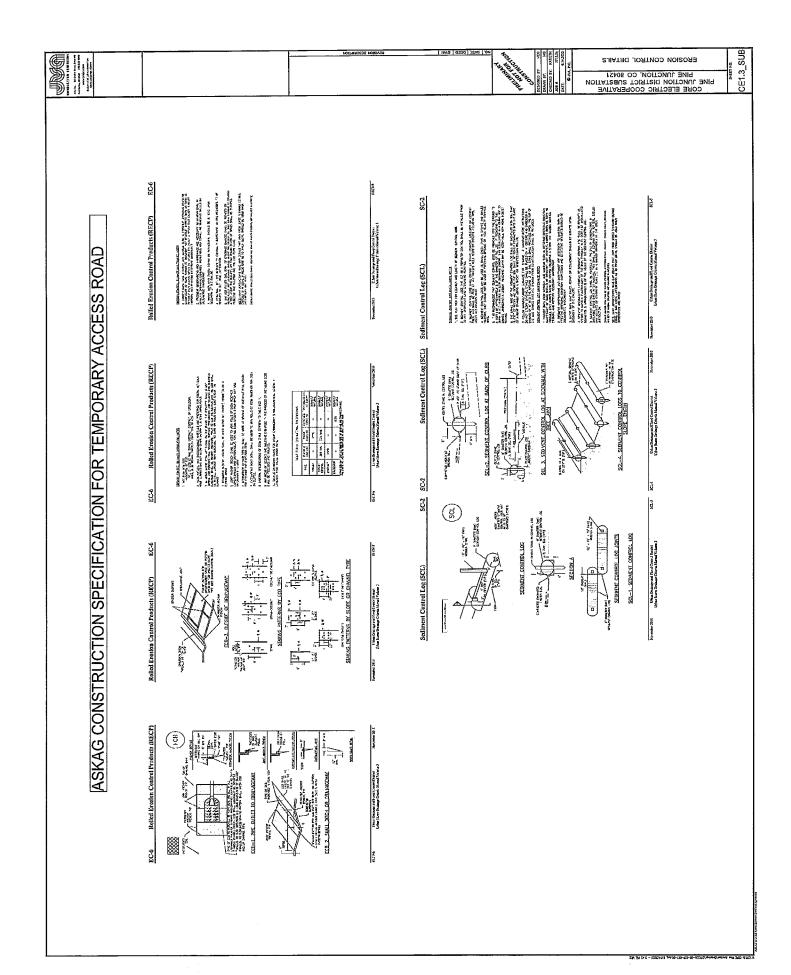
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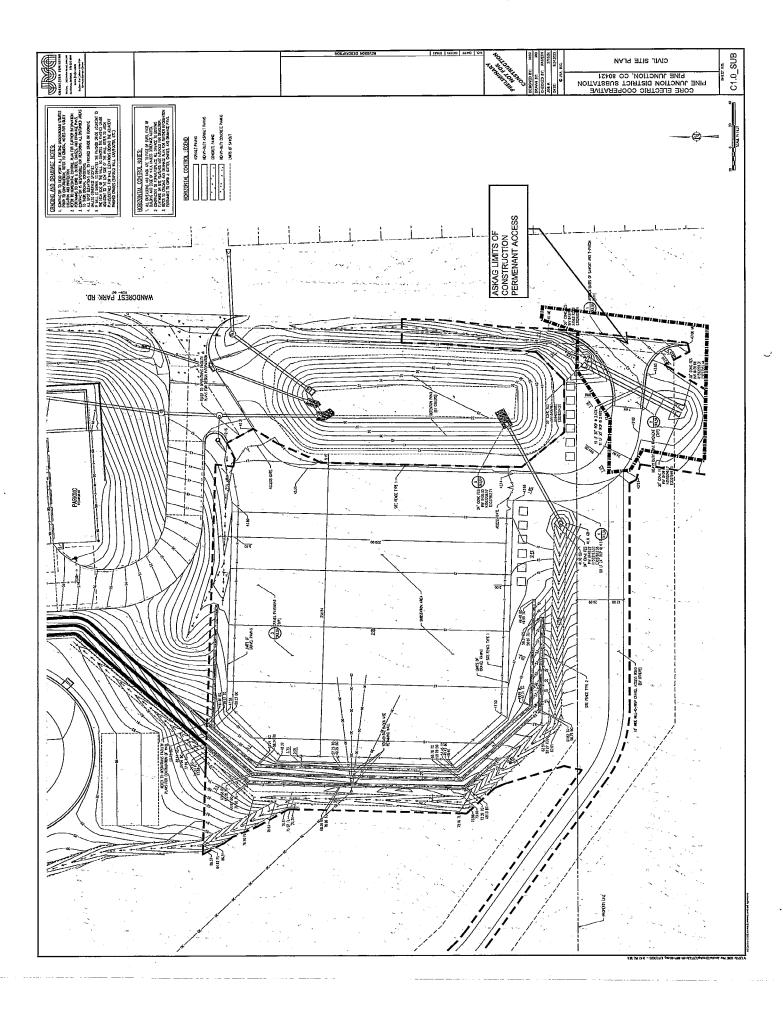


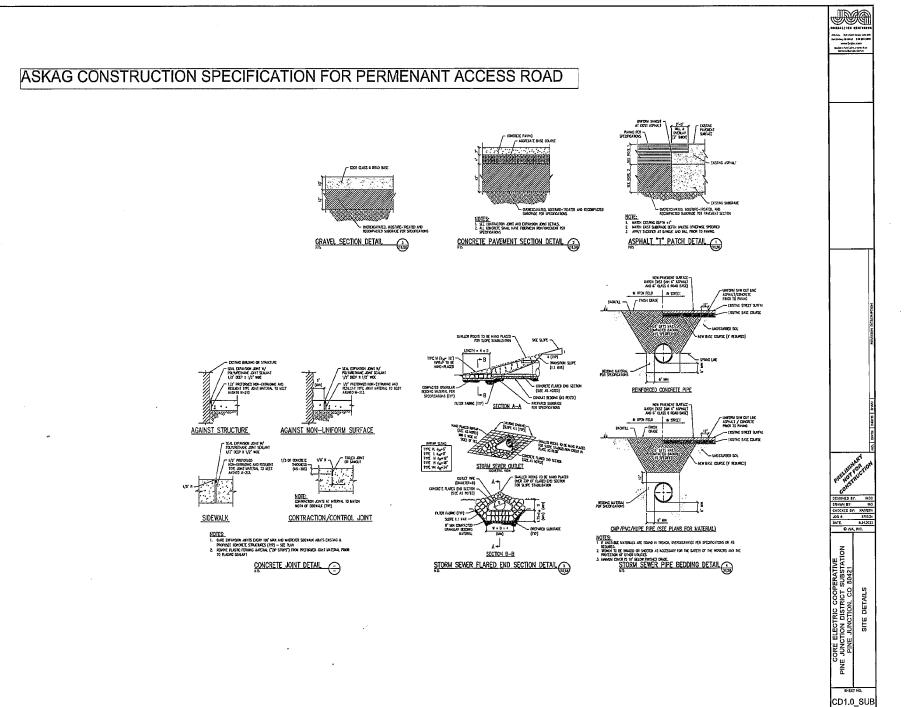
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PERMANENT ACCESS EASEMENT DEED AND AGREEMENT

This PERMANENT ACCESS EASEMENT DEED AND AGREEMENT ("Agreement") is made and entered into this <u>fill</u> day of <u>August</u>, 2023 (the "Effective Date"), by and between CORE Electric Cooperative, a non-profit corporation and electric cooperative, whose address is 5496 North US Highway 85, Sedalia, CO 80135 ("Grantor"), and ASKAG, LLC, a Colorado limited liability company, whose address is 14803 Wandcrest Park Road, Bailey, CO 80421 ("Grantee"). Grantor and Grantee may sometimes singularly be referred to as a "Party" or collectively be referred to as the "Parties." Grantor's Property and Grantee's Property (each as defined below) may sometimes singularly be referred to as a "Property" or collectively be referred to as the "Properties."

RECITALS:

A. Grantor is the owner of real property legally described on <u>Exhibit A</u> attached hereto and incorporated herein ("Grantor's Property").

B. Grantee is the owner of real property legally described on <u>Exhibit B</u> attached hereto and incorporated herein ("Grantee's Property").

C. Grantor's Property and Grantee's Property are adjacent to each other in Park County, Colorado. A portion of the access road to Grantee's Property crosses Grantor's Property.

D. Grantee and Grantor desire to enter into an agreement whereby Grantor grants a perpetual, nonexclusive access easement across Grantor's Property as more particularly depicted in the attached <u>Exhibit C</u> ("Access Easement Area") for ingress and egress to and from Grantee's Property.

THEREFORE, in consideration of ten dollars, the Recitals, terms and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the Parties agree as follows.

AGREEMENTS:

1. <u>Access Easement</u>. Grantor hereby sells, bargains, grants, quitclaims, conveys, assigns, establishes, and creates to and for the benefit of Grantee, for Grantee's use and the use of Grantee's agents, contractors, tenants, employees, customers, licensees, guests and invitees, a perpetual, non-exclusive easement, sixty feet (60') in width, over, on and across the Access Easement Area for ingress to and egress from Grantee's Property subject to the terms and conditions contained herein ("Access Easement"). The Access Easement shall be an easement appurtenant to Grantee's Property and shall inure to the benefit of Grantee's heirs, successors, assigns and personal representatives, subject to the conditions set forth herein. The Access Easement shall run with the land of Grantor and Grantee. The Access Easement may not be transferred, assigned, or conveyed apart or separately from the Grantee's Property.

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Milena Kassel Park County

2. <u>Restrictions on Use</u>. Grantee's use of the Access Easement Area shall be for motor vehicle and pedestrian access and for construction, maintenance, and repair of a road within the Access Easement Area. Use of the Access Easement Area shall be limited to accessing Grantee's Property for commercial uses.

3. <u>Grantor's Rights</u>. Grantor reserves the right of ownership, use, and occupancy of Grantor's Property, insofar as the ownership, use, and occupancy do not impair the rights granted to Grantee herein. Without limiting the foregoing, Grantor agrees that no building, structure, or other improvements of any kind may be placed on the Access Easement Area described herein in such a way as to interfere with Grantee's rights granted herein.

4. <u>Construction of Road</u>. The intent of the Parties is to allow the Parties to access their respective commercial properties using the same curb cut, driveway apron and roadway, which will be constructed and maintained by Grantor in the Access Easement Area. Grantee, at Grantee's sole cost and expense, must construct the curb cut, driveway apron, roadway, and related improvements within the Access Easement Area to the minimum standards as outlined on <u>Exhibit</u> <u>D</u> (collectively, the "Road") no later than August 1, 2023.

5. <u>Maintenance and Repair of Access Easement Area and the Road</u>.

(a) Grantee shall be responsible for maintaining and repairing the Access Easement Area and Road in a reasonably good condition. The costs and expenses associated with maintenance and repair of the Access Easement Area and the Road shall be borne solely by Grantee.

(b) The maintenance and repair obligations of Grantee shall include but not be limited to the following:

1. maintaining the surface of the Access Easement Area and the Road in a clean and good condition;

2. plowing snow and removing other debris as necessary;

3. repairing and replacing the road base as reasonably necessary; and

4. repairing and replacing culverts and any cuts and fills that may be damaged by erosion or otherwise as reasonably necessary.

(c) If Grantee fails to commence and thereafter diligently complete construction of the Road or any reasonably necessary maintenance or repair of the Access Easement Area or the Road within sixty (60) days after receipt of written notice thereof from Grantor, Grantor may, but shall not be obligated to, cause the construction, maintenance and/or

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CORE TO ASKAG ACCESS EASEMENT DEED AND AGREEMENT

Milena Kassel Park County

the defaulting Party commences to cure within such 60-day period and thereafter diligently and continuously takes action to effect a cure), the non-defaulting Party shall have the following remedies: (a) to cure, if capable of cure, the breach by the defaulting Party, with the right of reimbursement from the defaulting Party for all reasonable costs and expenses incurred in connection with such cure, including reasonable legal fees; (b) an action for specific performance and/or injunction; and (c) an action for actual damages. No breach of this Agreement shall entitle any Party to consequential, incidental, economic, treble, or punitive damages or to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have by reason of any breach of this Agreement.

12. <u>Mechanic's Liens</u>. Grantee shall not suffer or permit any mechanic's lien, or other lien, to be filed against the Access Easement Area, or any part thereof, by reason of work, labor, services, or materials supplied, or claimed to have been supplied, to Grantee and/or its contractors or agents, or anyone claiming by, through or under Grantee and/or its contractors or agents.

13. <u>Notices</u>. All notices and other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, (b) deposited with a nationally recognized overnight delivery service that routinely issues receipts, (c) given by registered or certified mail, or (d) sent electronically. Any such notice or other communication shall be effective when such notice is delivered to the addresses set forth below and received or refused by the addressee:

CORE Electric Cooperative
<u>5496 N. U.S. Highway 85</u>
Sedalia, CO 80135
<u>bkaufman@core.coop</u>
ASKAG, LLC
14803 S. Wandcrest Dr.
<u>Pine, CO 80470</u>
jrheartcattle@gmail.com

Any Party, by ten (10) days' prior written notice given as set forth above, may change the address to which future notices or other communications intended for such Party shall be sent.

14. <u>Liability Termination</u>. Whenever ownership of Grantor's Property or Grantee's Property is transferred, the transferor shall have no further liability under this Agreement for any breach of this Agreement occurring after such transfer.

15. <u>Modification</u>. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the Parties hereto or such others as may from time to time own an interest in the respective Properties.

16. <u>Entire Agreement</u>. This Agreement constitutes and incorporates the entire agreement among the Parties hereto concerning the subject matter of this Agreement and supersedes any prior agreements concerning the subject matter hereof.

17. <u>Attorney Fees</u>. If any action is commenced between the Parties concerning this Agreement or for the enforcement of rights and duties of any Party pursuant to this Agreement, the court shall award the substantially prevailing Party in the action its reasonable attorney fees in addition to any other relief that may be granted.

18. <u>Severability</u>. If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

19. <u>Successors and Assigns/Covenants Run With Land</u>. The terms and conditions of this Agreement bind and inure to the benefit of the Parties, and their respective successors, assigns and personal representatives. The Access Easement granted herein shall constitute a covenant running with the land and shall bind Grantor's Property described herein and inure to the benefit of and be binding upon the Parties, their grantees, and respective successors and assigns, and any persons claiming by, through or under them.

20. <u>No Waiver</u>. No provision of this Agreement may be waived except by written instrument signed by the Party to be charged with such waiver. Waiver by any Party of any agreement, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Agreement.

21. <u>Not a Public Dedication</u>. Nothing herein contained shall be deemed to be a gift or dedication of the Access Easement Area or any portion thereof to the general public, or for any public use or purposes whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

22. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law principles.

23. <u>Authorization</u>. Each Party is authorized and empowered to execute this Agreement and all necessary corporate or partnership action has been taken to authorize execution of this Agreement.

24. <u>Execution</u>. The Parties shall execute and deliver such further documents as may be reasonably required in order to effectuate the intent of this Agreement.

25. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original and all of which when taken together shall constitute one and the

2

same instrument; provided, however, that this Agreement will not become binding upon any Party unless and until executed (whether or not in counterpart) by all the Parties.

26. <u>Facsimile/E-Mail.</u> Original signatures of the parties hereto on copies of this Agreement transmitted by facsimile or e-mail shall be deemed originals for all purposes hereunder and such copies shall be binding on all parties hereto.

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

GRANTOR: CORE Electric Cooperative, a non-profit corporation and electric cooperative GRANTEE: ASKAG, LLC, a Colorado limited liability company

By: Pain Feuerstein, Chief Operating Officer

The foregoing instrument was acknowledged before me by <u>Paue Fevershein</u> this 1th day of August, 2033 in the County of Drugles, Colorado.

Witness my hand and official seal.

My Commission Expires: Notary Publi

BROOKS D KAUFMAN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144003494 MY COMMISSION EXPIRES JANUARY 27, 2026

By: Adam Shirley, Manager

The foregoing instrument was acknowledged before me by Adam Shirley this 1st day of August, 2025, in the aon, Colorado. County of

Witness my hand and official seal.

My Commission Expires: Notary Public BROOKS D KAUFMAN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144003494 MY COMMISSION EXPIRES JANUARY 27, 2026

<u>Exhibit A</u>

CORE's Property Legal Description

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BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 1, ASSUMED TO BEAR S85°14'28"W A DISTANCE OF 2612.88 FEET FROM A 2.50" ALUMINUM CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 1 TO A 2.0" ALUMINUM CAP L.S. #26960 FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 1;

BEGINNING AT A POINT ON THE WESTERLY LINE OF A 60' ROAD DOCUMENT WITH RECEPTION NO. 87134750 OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT BEARS N00°46'30"W A DISTANCE OF 605.32 FEET FROM SAID SOUTH QUARTER CORNER OF SECTION 1;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES:

1.) THENCE S01°34'06"W A DISTANCE OF 1024.31 FEET;

2.) THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 92.79 FEET, HAVING A RADIUS OF 1106.26 FEET, THROUGH A CENTRAL ANGLE OF 04°48'22" AND A CHORD WHICH BEARS \$03°58'17" W A DISTANCE OF 92.77 FEET;

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1.) N80°17'53"E A DISTANCE OF 96.29 FEET;

2.) THENCE N82°59'34"E A DISTANCE OF 387.51 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 349.17 FEET, HAVING A RADIUS OF 780.00 FEET, THROUGH A CENTRAL ANGLE OF 25°38'56" AND A CHORD WHICH BEARS S88°40'44"E A DISTANCE OF 346.26 FEET; THENCE N78°35'39"E A DISTANCE OF 656.68 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHWEST CORNER OF SECTION 1 BEARS S72°25'39"W A DISTANCE OF 2722.75 FEET;

SAID PARCEL CONTAINS 1,533,449 SQUARE FEET OF LAND OR 35.203 ACRES, MORE OR LESS.

COUNTY OF PARK, STATE OF COLORADO LEGAL PREPARED APRIL 21, 2022, BY CHRISTOPHER P. JULIANAN P.L.S 31158, PRECISION SURVEY & MAPPING, 9025 E. KENYON AVE., STE 150, DENVER, CO 80237

<u>Exhibit B</u>

ASKAG, LLC's Property Legal Description

A parcel of land located in the Southwest Quarter of Section 1 and in the Northwest Quarter of Section 12, Township 7 South, Range 72 West of the 6th Principal Meridian, County of Park, State of Colorado, being a portion of that certain Tract known as Parcel B described in General Warranty Deed recorded March 21, 2005 at Reception No. 611236 in said Park County, more particularly described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 12; Thence South 00°58'05" East along the east line of said Northwest Quarter of Section 12 (South 00°58'05" East per deed), a distance of 561.06 feet to the Point of Beginning;

Thence continuing South 00°58'05" East along the east line of said Northwest Quarter, a distance of 801.32 feet to the southeast corner of the North Half of said Northwest Quarter of Section 12; Thence South 86°11'36" West along the south line of said North Half of the Northwest Quarter (South 86°19'27" West per deed), a distance of 1133.02 feet;

Thence along the east, north and west lines of that certain parcel described in Special Warranty Deed recorded March 23, 1993 at Reception No. 411378, Book 491, Page 630, the following three (3) courses:

- 1. Thence North 03°48'24" West, a distance of 150.00 feet (North 03°40'33" West, 150.00 feet per deed);
- 2. Thence South 86°11'36" West, a distance of 150.00 feet (South 86°19'27" West, 150.00 feet per deed);
- 3. Thence South 03°48'24" East, a distance of 150.00 feet (South 03°40'33" East, 150.00 feet per deed);

Thence continuing South 86°11'36" West along the south line of said North Half of the Northwest Quarter, a distance of 923.45 feet;

Thence North 00°27'33" West, a distance of 1681.36 feet (North 00°27'49" West, 1681.20 feet per deed) to a point on the southerly right-of-way line of U.S. Highway No. 285;

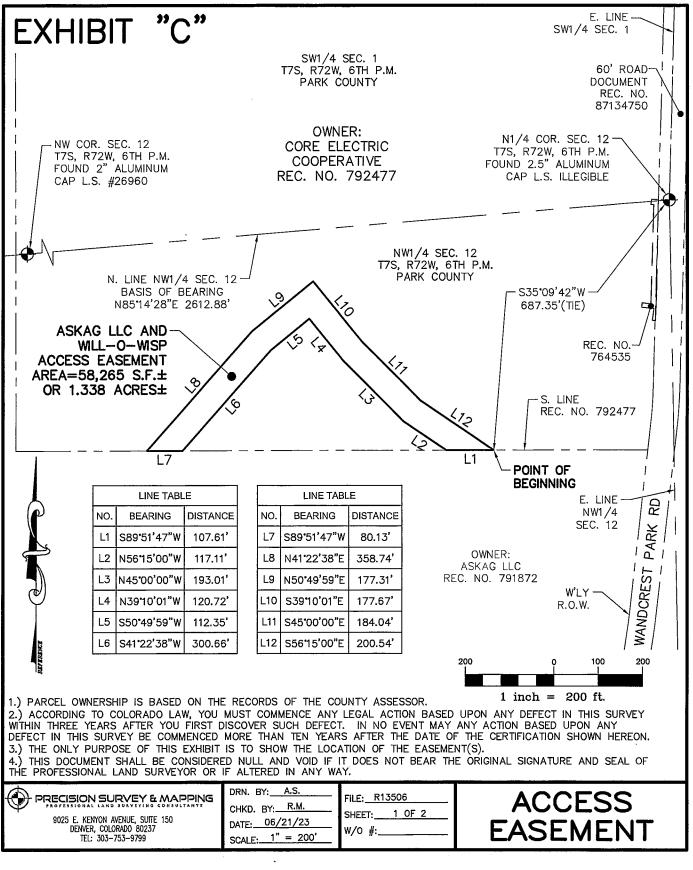
Thence along said southerly right-of-way line the following two (2) courses:

- 1. Thence along the arc of a curve to the right having a radius of 1332.50 feet and a central angle of 20°33'52", an arc distance of 478.26 feet with a chord that bears North 64°45'09" East, 475.69 feet (central angle of 20°35'00", radius of 1332.50 feet, arc distance of 478.70 feet, chord of North 64°48'10" East, 476.13 feet per deed);
- 2. Thence North 80°26'37" East, a distance of 289.23 feet (North 80°28'40" East per deed);

Thence South 00°00'00" East, a distance of 984.52 feet; Thence North 90°00'00" East, a distance of 1486.07 feet to the Point of Beginning, containing 2,538,760 Square Feet, or 58.282 Acres, more or less.

Legal prepared March 30, 2022 by L.J. Ludeman, PLS, 1309 S. Inca Street, Denver, CO 80223

Exhibit C Access Easement Area (attached) 803638 8/9/2023 7:05 AM 10 of 25 R\$130 D\$0 N\$0 S\$3 M\$0 E\$0 Milena Kassel Park County



CORE TO ASKAG ACCESS EASEMENT DEED AND AGREEMENT

Milena Kassel Park County

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 792477, FILED IN THE PARK COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

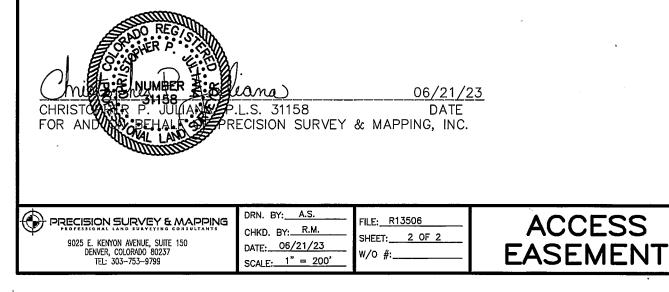
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 12, ASSUMED TO BEAR N85°14'28"E A DISTANCE OF 2612.88 FEET FROM A 2" ALUMINUM CAP STAMPED L.S. 26960 FOUND AT THE NORTHWEST CORNER OF SAID SECTION 12 TO A 2.5" ALUMINUM CAP L.S. ILLEGIBLE FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 12;

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LANDS, SAID POINT BEARS S35'09'42"W A DISTANCE OF 687.35 FEET FROM SAID NORTH QUARTER CORNER;

THENCE S89°51'47"W ALONG SAID SOUTH LINE A DISTANCE OF 107.61 FEET; THENCE N56°15'00"W A DISTANCE OF 117.11 FEET; THENCE N45°00'00"W A DISTANCE OF 193.01 FEET; THENCE N39°10'01"W A DISTANCE OF 120.72 FEET; THENCE S50°49'59"W A DISTANCE OF 112.35 FEET; THENCE S41°22'38"W A DISTANCE OF 300.66 FEET TO SAID SOUTH LINE; THENCE S89°51'47"W ALONG SAID SOUTH LINE A DISTANCE OF 80.13 FEET; THENCE N41°22'38"E A DISTANCE OF 358.74 FEET; THENCE N50°49'59"E A DISTANCE OF 177.31 FEET; THENCE S39°10'01"E A DISTANCE OF 177.67 FEET; THENCE S45°00'00"E A DISTANCE OF 184.04 FEET; THENCE S56°15'00"E A DISTANCE OF 200.54 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTHWEST CORNER BEARS N81°06'55"W A DISTANCE OF 2234.86 FEET.

SAID PARCEL CONTAINS 58,265 SQUARE FEET OR 1.338 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

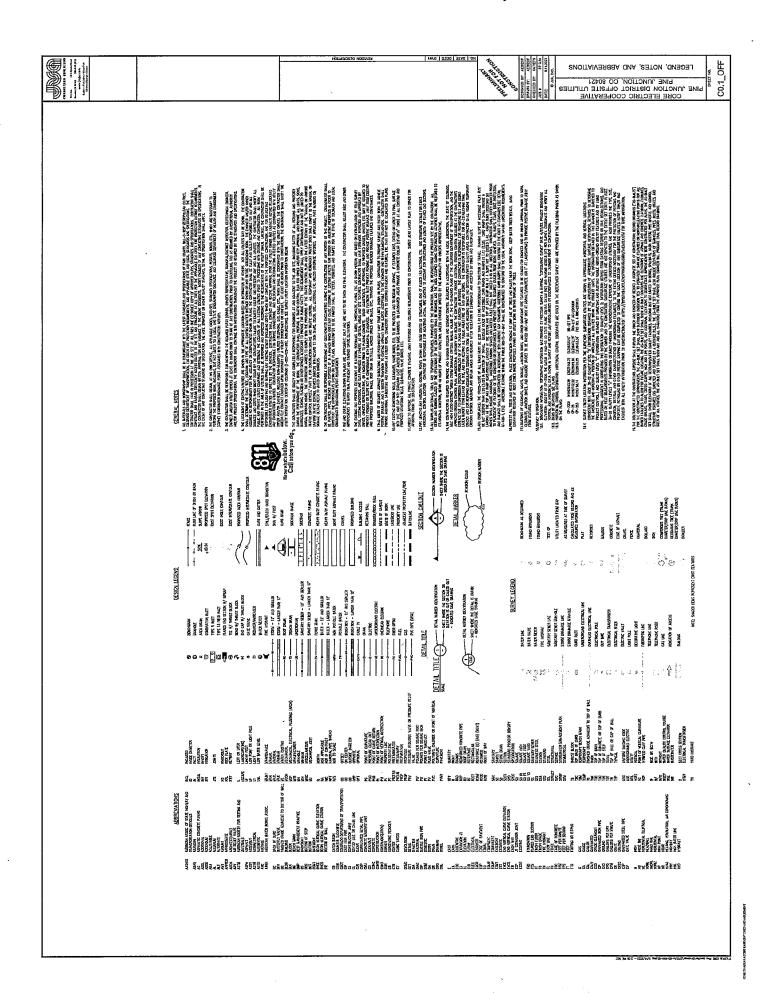


CORE TO ASKAG ACCESS EASEMENT DEED AND AGREEMENT

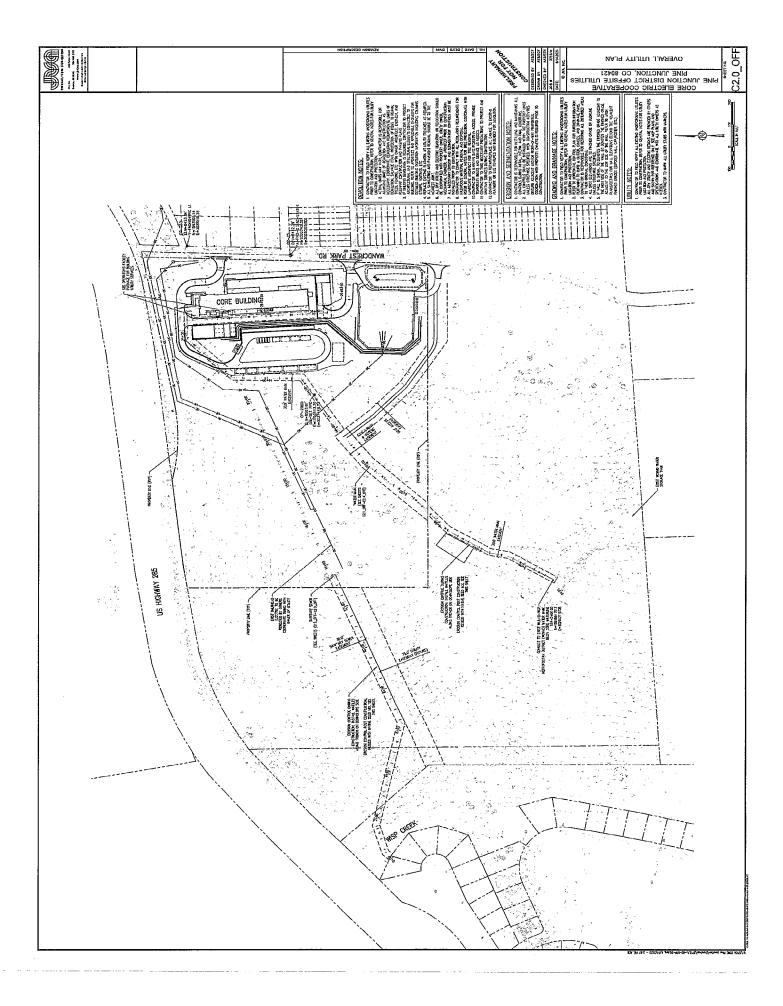
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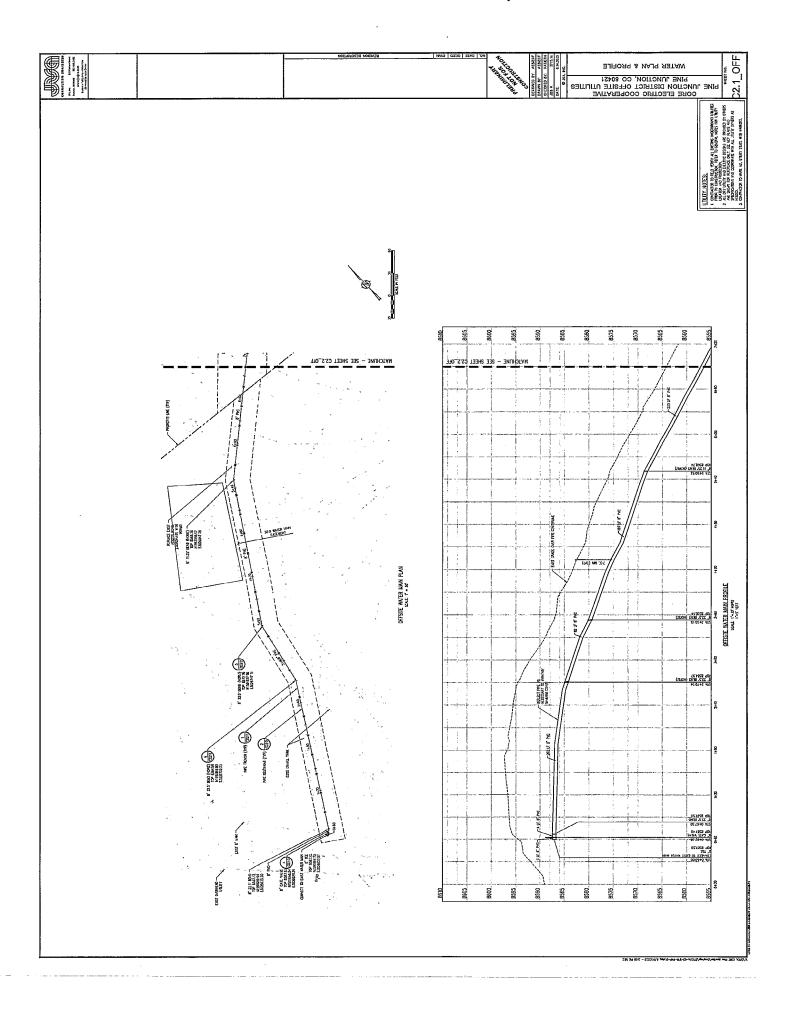
Exhibit D Specifications for Access Easement Area and Road (attached)



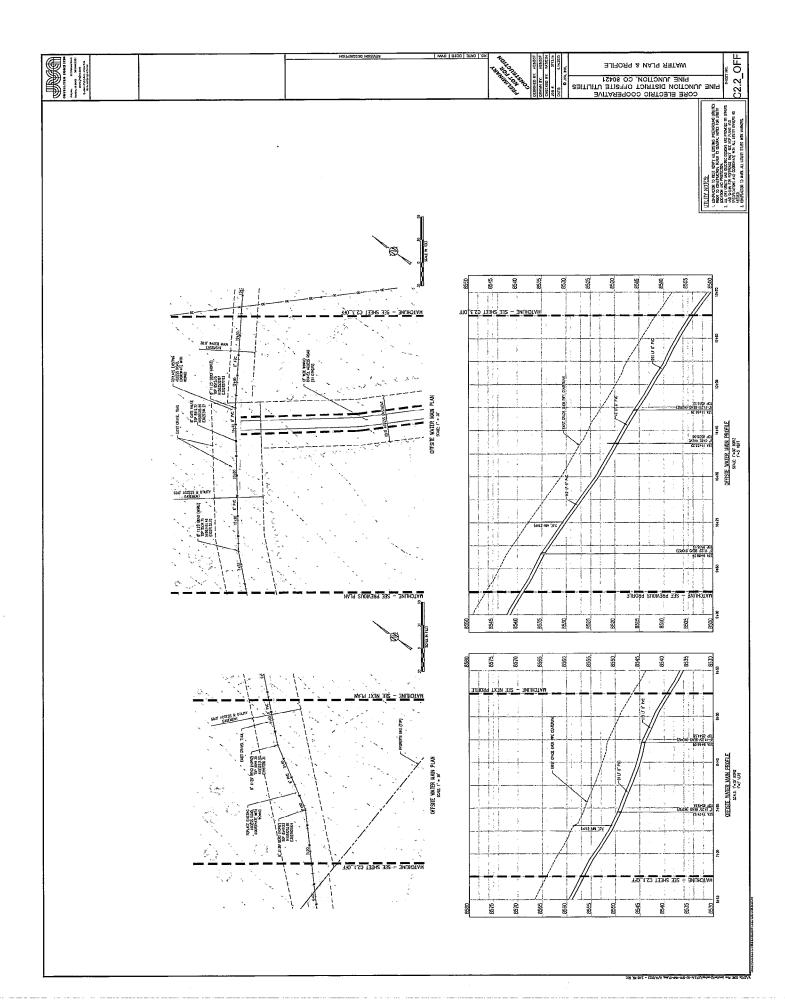
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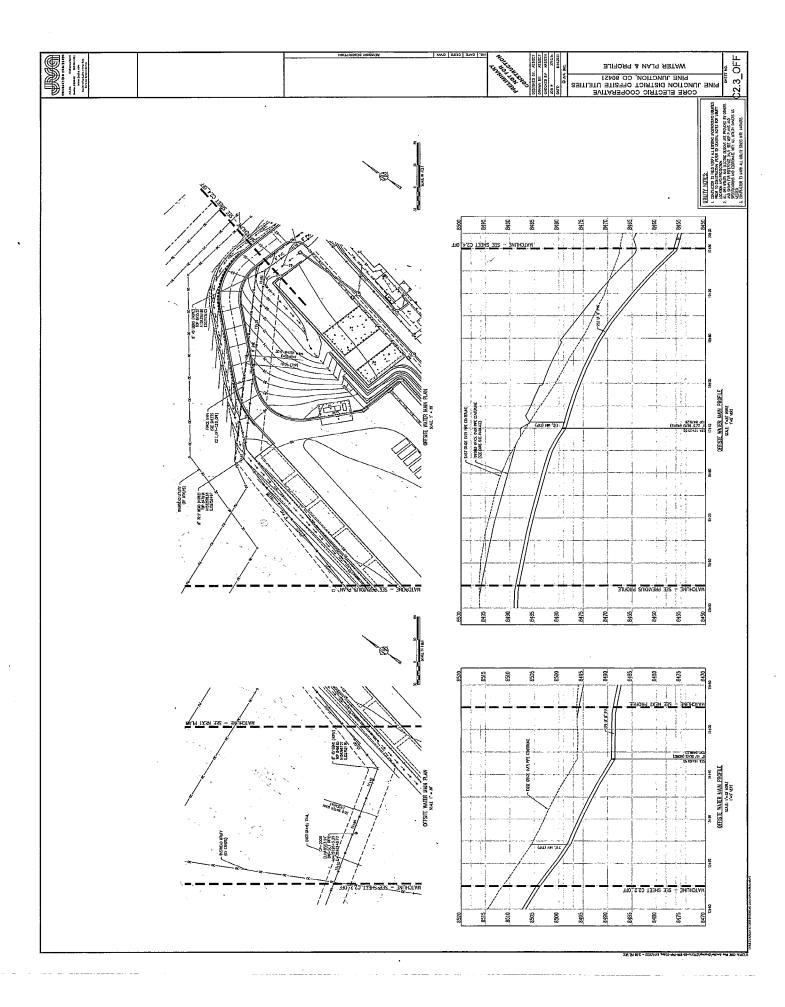
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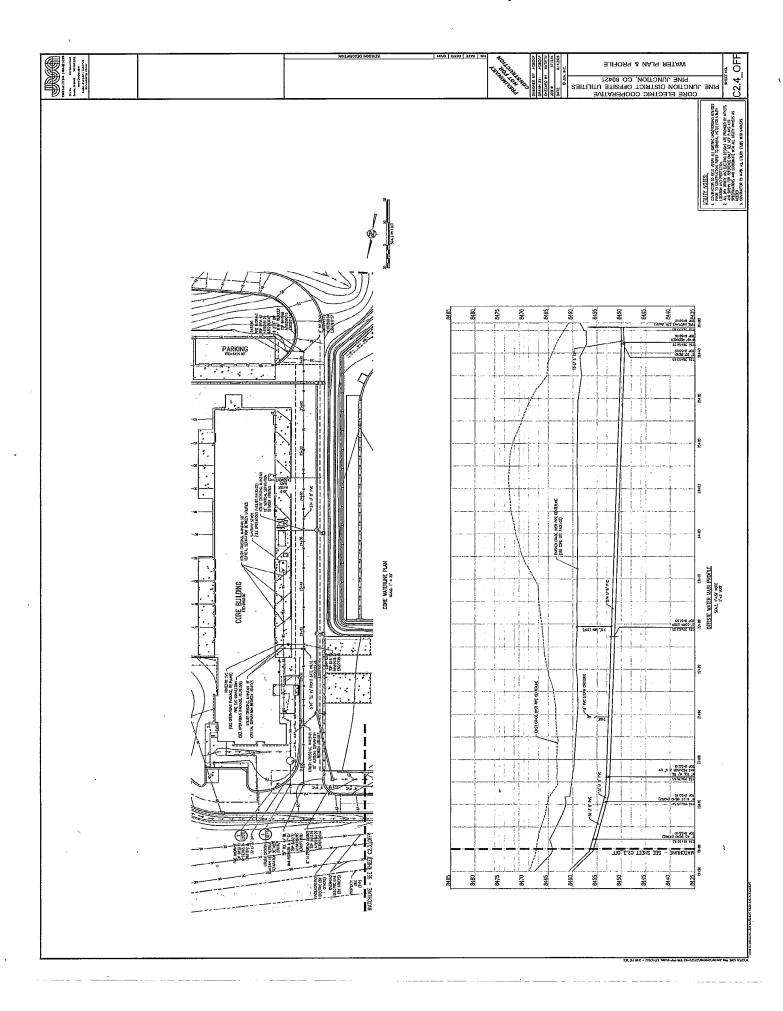
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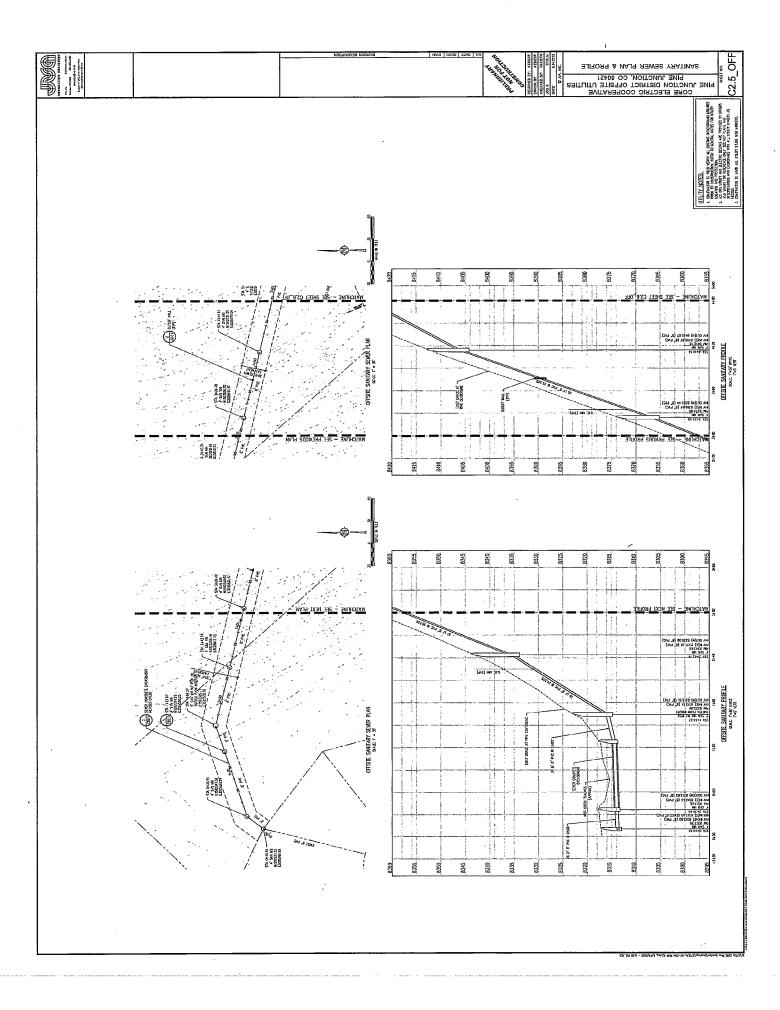
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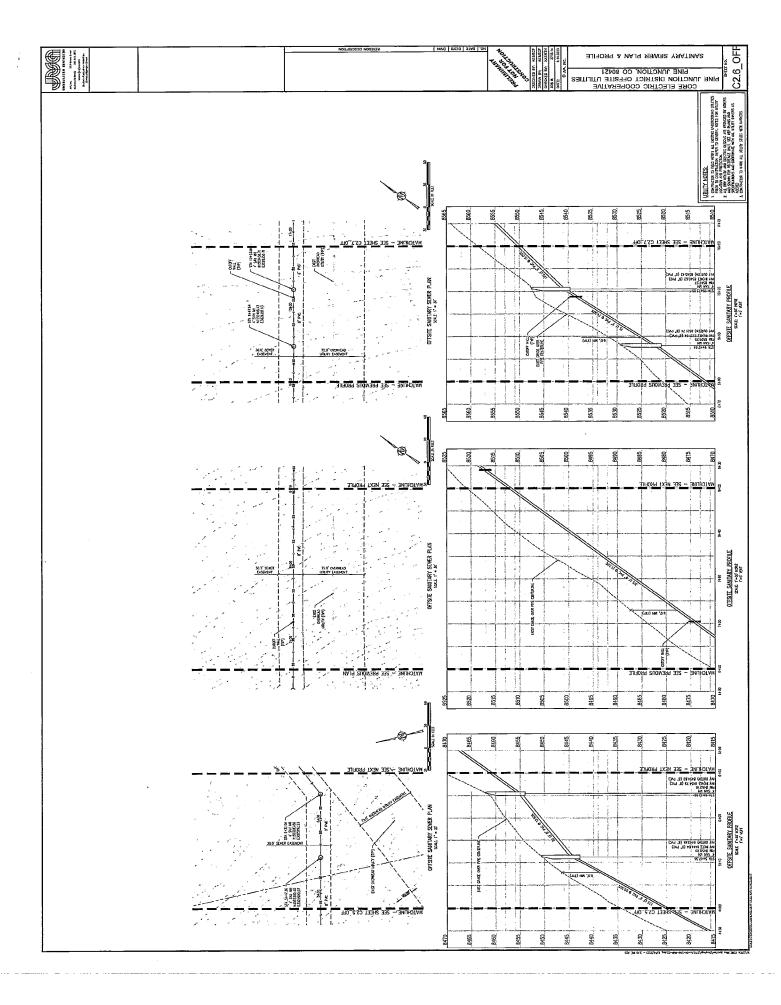
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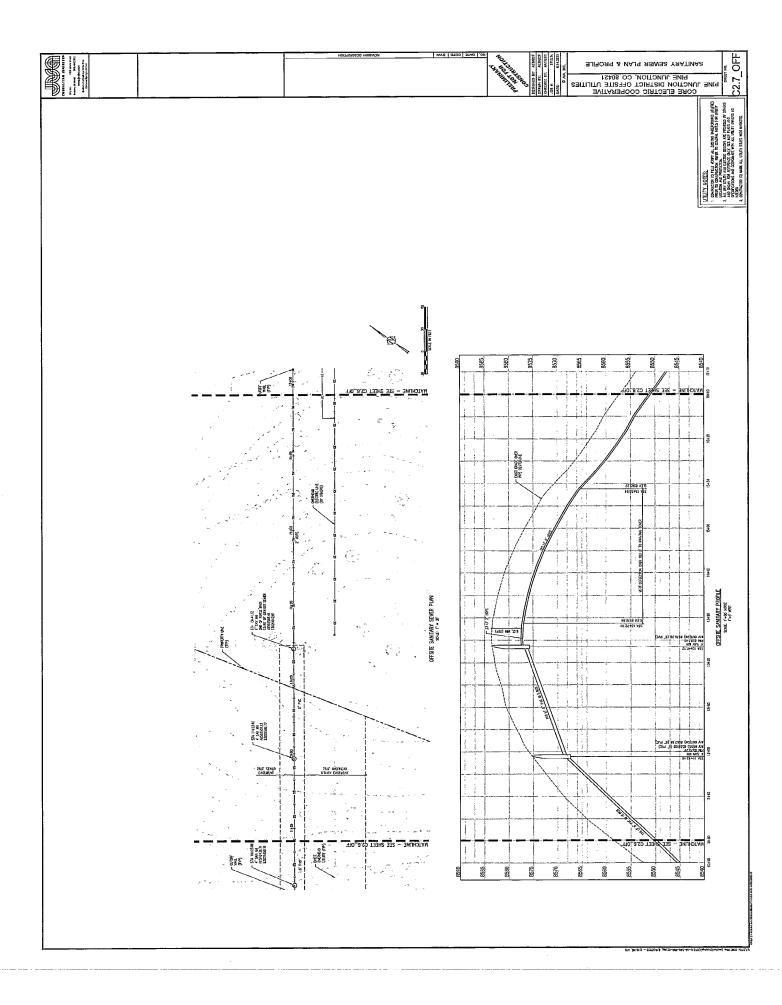
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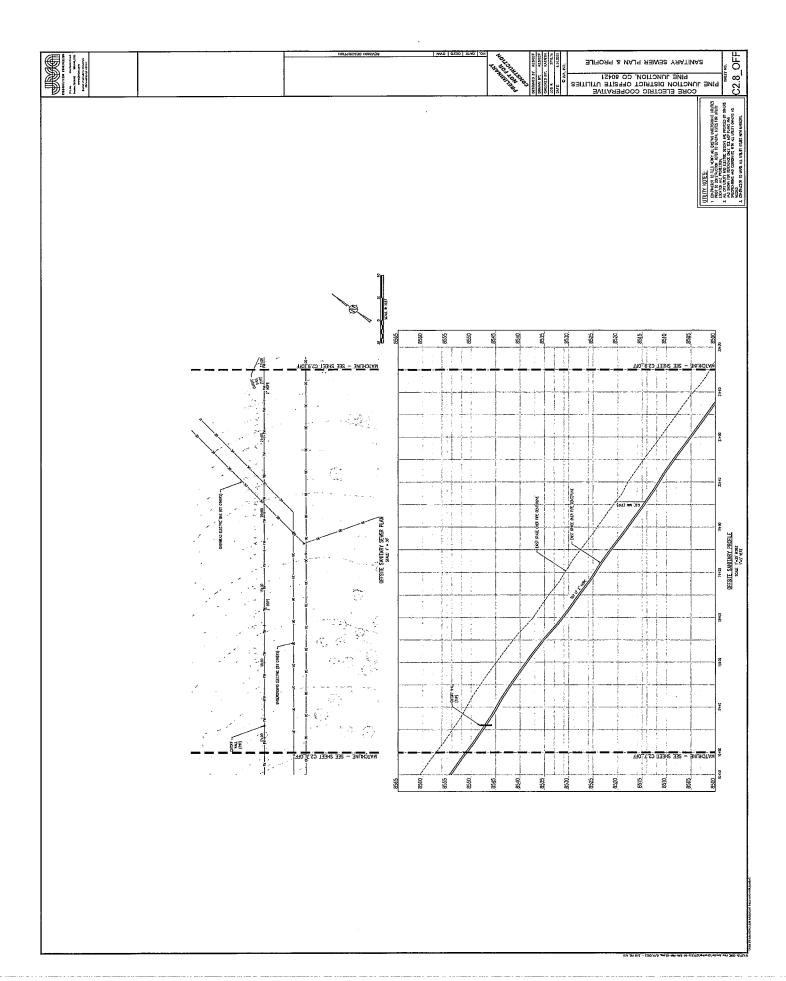
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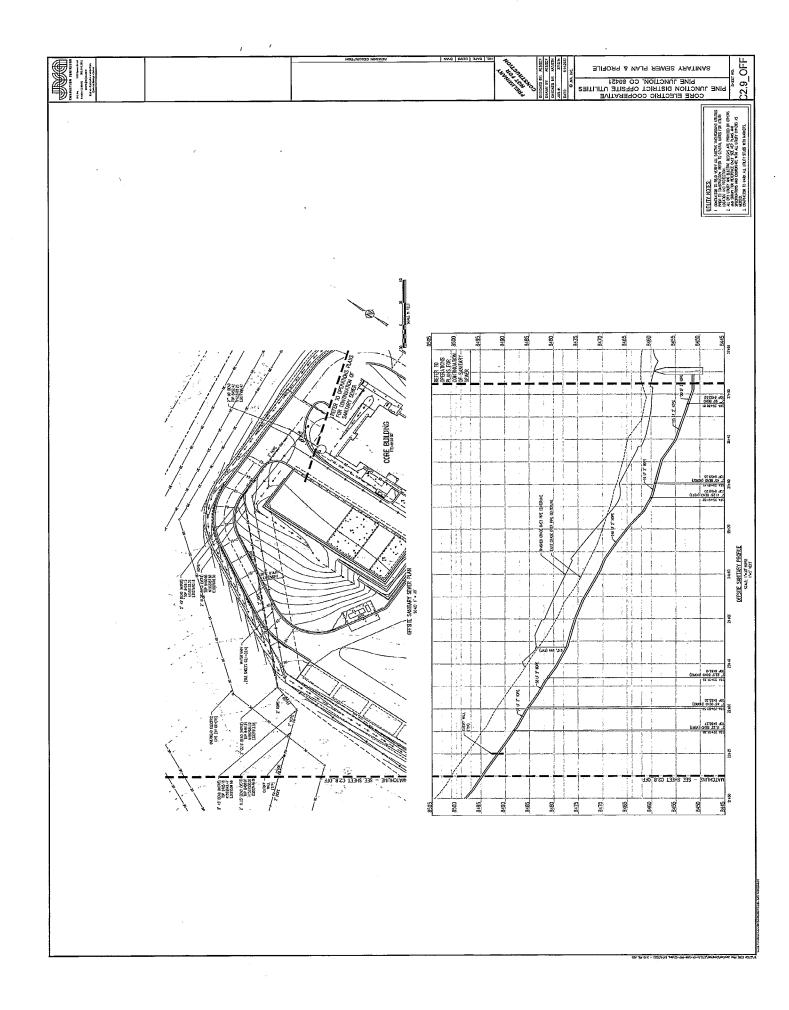
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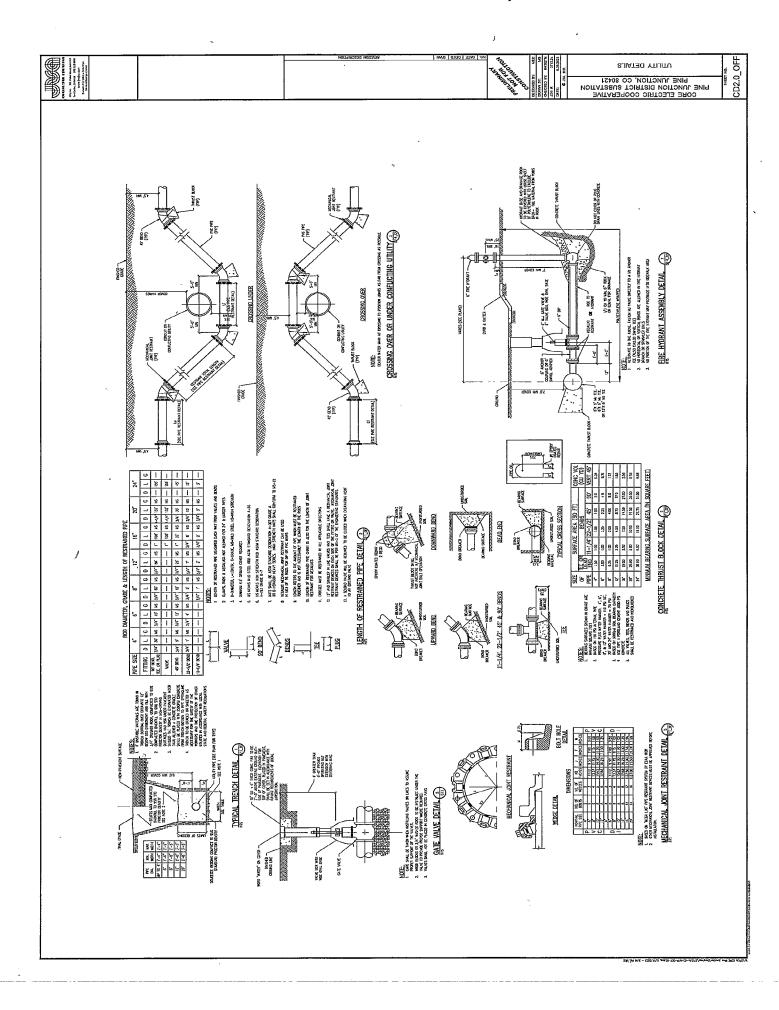
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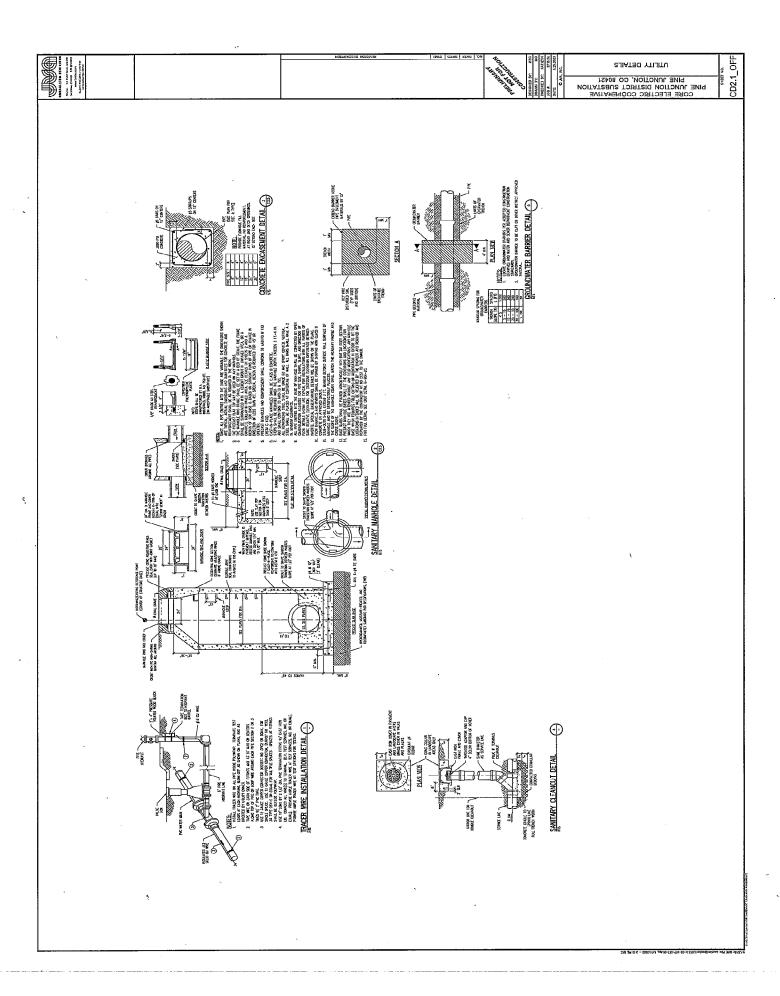


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803638 8/9/2023 7:05 AM 24 of 25 R\$130 D\$0 N\$0 S\$3 M\$0 E\$0





803638 8/9/2023 7:05 AM 25 of 25 R\$130 D\$0 N\$0 S\$3 M\$0 E\$0