# PARK COUNTY APPLICATION FOR MAJOR SUBDIVISION FINAL PLAT NON-REFUNDABLE APPLICATION FEE: \$1600 + \$50 PER LOT OR RESERVED AREA

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 thirty (30) collated paper copies or electronic media as requested 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 <a href="mailto:pcpd@parkco.us">pcpd@parkco.us</a>, fax (719) 836-4351, or write to us at P.O. Box 1598 Fairplay, CO 80440.

APPLICANT AND OWNERSHIP INFORMATION

A.

Applicant's Name: 0.5Kaa LLC	
Mailing Address: 14803 S. Wandcrest Dr.	
City: Pine State: CO Zip: 80470	
Telephone	
(work) 303-947-3904 (home) (fax)	
Owner's Name: Adam Shirley	
Mailing Address: 14803 S. Wandcrest Dr.	
Telephone No.: 303-947-3904	
B. PROPERTY INFORMATION  Complete Legal Description of Property Proposed for the Major Subdivision Final Plat (attach additional page, if necessary):	
Street Address of Property: 14097 Wandcrest Park Rd. Bailey, co 809 Property's Total Acreage: 58.2820 Current Zone District of Property:  For County Use Only Planning Department Confirmation of Current Zone District:	12

# Requirements for a Major Subdivision Final Plat Article VI, Division 4, Section 6-405

# C. APPLICATION REQUIREMENTS

- 1. <u>Application Fee.</u> An application fee in the amount of \$1600 + \$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 the 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 Final Plat is \$750. 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 registered 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 and in accordance with 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. A Major Subdivision Final Plat, shall be drafted at a commonly used engineering scale by the use of permanent ink on a stable reproducible drafting medium with outer dimensions of twenty-four by thirty-six inches (24" x 36"). Maps of two (2) or more sheets shall be referenced to an index map placed on the first sheet. Where required data cannot be clearly shown on one plan sheet, additional plan sheets of the same size with easily identifiable match lines may be used. The Final Plat 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 Final Plat shall contain:
  - a. A title that prominently identifies the proposed name of the subdivision together with the phrase "Final Plat". If the property described in the Final Plat is zoned as

**For County** Use Only: Initial Receipt of the Required Information

		For County Use Only:
		Initial Receipt of
		the Required Information
		information
	Planned Unit Development (PUD), the title shall include the phrase "Planned Unit	(8a.)
h	Development"; Date of preparation, map scale, and north arrow;	(8b.)
	Name, address and telephone number of the Applicant, land owner(s), planner,	(8c.)
	engineer, and surveyor;	
d.	A general vicinity map illustrating the location of the property proposed for	(8d.)
e.	subdivision, Total acreage and surveyed description of the area. No Final Plat showing plus or	(8e.)
	minus dimensions will be approved;	,
f.	Primary boundary survey control points with monument descriptions; all parcel	(8f.)
	and right-of-way lines dimensioned with lengths; curve data including chord	
	lengths and bearings; basis of bearings and relation to true meridian. The data shall be sufficiently complete to determine independently closures for rights-of-	
	way, easements, boundaries, lots, outlots, and blocks. All required boundary	
	monuments shall be placed in the field before the Final Plat is recorded;	la
g.	Name and right-of-way width of each road. Right-of-way widths are to be shown	(8g.)_ <b>\/A</b>
	at each leg of an intersection, at points of curvature and tangency, at dead-ends,	
h	and at angle points; Locations, dimensions, and purposes of all easements;	(8h.)
i.	Number or letter to identify each Lot, Block, and Outlot. Lots and Blocks shall be	(8i.) ~   A
	numbered; Outlots shall be lettered in alphabetical order. The plat shall include	
	sufficient information to designate and restrict the use of any Outlot to the	
	Outlot's intended purpose;	(8j.) 🗸
j.	An identification of the rights-of-way, easements, parks, open space, and any other public facilities shown on the plat to be dedicated to public use upon the	(oj.) <b>v</b>
	approval of the Final Plat. No areas within the plat may be designated as areas of	
	conditional, planned, or future public acquisition (e.g., "to be dedicated" or	
	"reserved for dedication"). Dedications of public property not made on the Final	
	Plat shall be made only by General Warranty Deed recorded contemporaneously	
	with the Final Plat unless otherwise approved by the Board of County Commissioners;	
k.	Names of all adjoining subdivisions with dotted lines of abutting lots. If the	(8k.)
42.4	adjoining land is unplatted, it should be shown as such with the owners' names;	(OK.)
l.	Signature and seal of the licensed land surveyor;	(81.)
m.	A delineation of the extent of the one hundred (100) year flood plain and any	(8m.) N/A
•	wetlands, if applicable;	(8n.)
n.	Approval certification and plat language Forms A-1, A-2, A-3, A-4, A-5 and A-6 as identified in Appendix A of these Land Use Regulations. The language will be	
	provided by the County Attorney subject to the approval of the Board of County	
	Commissioners.	
		<u> </u>

		Use Only: Initial Receipt of the Required Information
9.	A copy of any agreements, conveyances, restrictions, or private covenants that currently govern, or are proposed for recordation to govern, the use and maintenance of the subdivision and any common private open space or private subdivision amenity.	(9.)
10.	. Only where Public Improvements are proposed to serve the subdivision, the Applicant shall also submit final engineering plans, construction drawings, and specifications for all public improvements in a form sufficient to commence construction of the Public Improvements following approval of the Final Plat.	(10.) NA
11.	A written description of arrangements for providing financial guarantees and sureties for the timely completion of all public improvements. For example, a letter of commitment from a financial institution to issue an irrevocable letter of credit upon approval of the Final Plat.	(11.) N A
12.	A preliminary or draft Subdivision Improvements Agreement (SIA) in the general form provided by Appendix J of these Subdivision Regulations. In order to ensure timely processing of the application, Applicants must submit a draft form of SIA to the County Attorney for review and revision prior to submitting the application for Final Plat. The Board of County Commissioners shall revise the SIA into a form	(12.) NA

13. Final versions of the studies and reports submitted with the Preliminary Plan shall be prepared by a qualified professional at the Applicant's cost and submitted with the application. At a minimum, each report shall address the existing conditions, proposed changes of 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 subdivision. At the Planning Director or designee's discretion, some or all of the reports provided for the Preliminary Plat may be used again.

capable of finalizing upon the conclusion of the public hearing and approval or

conditional approval of the Final Plat.

- 14. Applicants are strongly encouraged to submit with the application additional documentation and information sufficient to demonstrate that the proposed subdivision will satisfy the standards for approval contained in Section 6-406.
- 15. The Planning Director, Planning Commission and/or Board of County commissioners may require the Applicant's submission or 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.

(14.)\_\_\_\_\_

**For County** 

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Major Subdivision Final Plat - Revised April 2013

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:	
Print name: Adam Shirley	
If company, state Title/Position: as/49 110	
E. VERIFICATION OF DATE OF DELIVERY	OF APPLICATION
This application was submitted to the Park County date and time:	Planning Department on the following
11-16, 20 <u>13</u> Month Day Year	For County Use Only: Verification of Date of Delivery and County Receipt of Application Date: November 20, 2023
Payment of the Applicant Fee was made by:	Print Name: Jennifu Gonnon
Personal Check #_/0,39  Cash Other	Amount \$ 1600.00 Amount \$ Amount \$
Payment of the <b>Development Review Expense De</b>	posit was made by:
Personal Check #  Cash Other	Amount \$ Amount \$ 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.

# 796554

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

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

P.O. Box 387 Conifer, CO 80433

The name and position of each person authorized to execute instruments conveying, encumbering or otherwise 5. 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: 6.

7. Other matters concerning the manner in which the entity deals with interests in real property:

NA

- The Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S. 8.
- This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf 9. of the entity.

Executed on September 21, 2022.

ADAM SHIRLEY, MEMBER

KRISTI SHIRLEY, MEMBER

State of

COLORADO

County of

**JEFFERSON** 

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

My commission expires:

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

#### **Operation Plan**

It is important to note that our facility operates as a transfer station, not a landfill (6 CCR 1007-2, PART 1, § 7.1(B)). A transfer Station allows a duration for waste storage on the property of less than 24 hours during operational periods. In instances where solid waste remains on-site for more than 24 hours, it will be securely stored within an enclosed building, safeguarded against environmental elements. (6 CCR 1007-2, PART 1, § 7.2.3(L))

Our facility is strategically located with the nearest residential neighbor situated at a distance of 733 feet from the tent, significantly exceeding the minimum required buffer zone. This ample spacing underscores our commitment to maintaining a harmonious relationship with the surrounding community and ensuring minimal impact from our operations.

In compliance with Colorado parks and wildlife guidelines, we have implemented a robust perimeter fencing system. Around the facility, the use of portable steel fencing, each section measuring 20 feet in length and 10 feet in height. These fences are strategically placed as necessary around the facility's perimeter. Their primary function is to prevent any debris from exiting the premises, thereby ensuring a clean and safe environment both within and around our facility. This measure is part of our broader commitment to environmental stewardship and community safety.

Access to this transfer station is restricted exclusively to authorized personnel. This includes drivers, yard managers, and contracted workers, all of whom will receive thorough training in facility operations. Only individuals proficient in operational procedures and equipment use will be permitted to operate within the facility. Only residential and commercial waste shall be accepted at this facility. Wastes such as asbestos waste and contaminated soil will not be at this facility. (6 CCR 1007-2, PART 1, § 7.1(B))

To ensure clarity and compliance, signage will be prominently displayed at the entrance of our driveway. This signage will explicitly state 'No Public Access' and 'No Unauthorized Personnel' alongside information regarding the facility's operating hours, emergency contact details, and the property owner's contact information. (6 CCR 1007-2, PART 1, § 7.2.2(E))

Waste materials will be systematically unloaded and subsequently reloaded for transfer to a designated landfill. All solid waste received here is temporarily stored before being transported to an approved solid waste disposal site. We have designed ample internal storage areas to efficiently accommodate the incoming waste with a pull-through delivery method to avoid any unnecessary vehicle movements. (6 CCR 1007-2, PART 1, § 7.2.2(A))

To manage environmental impacts, these storage areas are constructed with a gradient using a combination of asphalt and concrete to facilitate runoff into a specialized holding tank. This holding tank is subject to regular maintenance and cleaning, with a minimum frequency of once per month. Additionally, a professional waste management company is contracted to periodically pump out the contents of the holding tank, ensuring proper disposal of the waste at a landfill.

To ensure optimal air quality and odor management within our facility, a specialized tent structure will be utilized to contain odors. Additionally, we will employ exhaust fans to ventilate the enclosed areas effectively. For further odor control, we will deploy air neutralizers throughout the facility.

Our approach to odor mitigation involves collaboration with local agencies to safeguard the surrounding community from any potential odor issues. To this end, we will use a combination of essential oil neutralizers and charcoal filters. These neutralizers, sourced from various manufacturers, typically comprise a blend of different essential oils extracted from natural plant sources. The market offers a diverse range of over 3,000 essential oils, each with unique properties. The effectiveness of these neutralizers often depends on the complexity of their chemical formulations, allowing for a broader spectrum of odor neutralization. Commonly used essential oils include Lime, Lemon Grass, Tea Tree, Lemon, Cedar, Citronella, Grapefruit, Cinnamon, Eucalyptus, Lavender, Orange, and Peppermint. It is important to note that these neutralizers function beyond merely masking odors; they are designed to provide additional fragrance while actively neutralizing unwanted smells. (6 CCR 1007-2, PART 1, § 7.2.3(D))

To effectively deter varmints and rodents from our facility, we have implemented a strategic use of eucalyptus oil, peppermint oil, and ammonia. These substances are known for their efficacy in repelling such pests, thus contributing to a cleaner and safer environment.

In the event of transporting a 'hot load' (a load with potential fire hazards), our procedure is as follows: The truck driver, upon identifying a hot load, is required to contact and inform the yard manager prior to arrival. Immediately Upon notification, a specialized team will be promptly dispatched to assist with the unloading process.

The truck will be directed to a designated unloading area, measuring 15 feet by 15 feet, which is enclosed on three sides by concrete blocks and situated adjacent to a water tank. This area, referred to as the 'Hot Load Containment Zone,' is specifically designed for safely handling such loads.

Upon unloading, the material will be thoroughly doused with water or a fire extinguisher to extinguish any hot spots. The load will be continuously monitored until all potential fire risks are fully mitigated.

In addition, we have implemented comprehensive fire safety measures around the tent and other critical areas of the facility. These measures are in strict compliance with the local fire department's mitigation plan. To ensure ongoing adherence to these safety standards, we have engaged a professional fire engineer who oversees our compliance with both the local fire department regulations and county requirements. This proactive approach guarantees the highest standards of fire safety at our facility.

The liquid waste section of the transfer station will be adjacent to the solid waste section. All liquid waste will be stored into tanks and berms will be strategically placed providing a barrier containment area. A professional waste management company will transfer the liquid waste from the tanks and taken to a waste treatment facility.

In addition to these measures, we are committed to maintaining ongoing collaboration with local agencies. This partnership aims to ensure that our efforts extend beyond our facility's confines, thereby helping safeguard the broader community from potential issues related to vermin and rodents. Our approach is proactive and community-focused, emphasizing immediate and long-term pest management solutions.

This facility will comply with the health laws, standards, rules, and regulations, the stormwater rules of the Water Quality Control Commission, the Air Quality Control Commission, and all applicable local laws, ordinances, and regulations.

This facility will comply with the health laws, standards, rules, and regulations, the stormwater rules of the Water Quality Control Commission, the Air Quality Control Commission, and all applicable local laws, ordinances, and regulations.

Description of Open Space Use:

The 'Open Space' will be a private picnic area, used by staff for their enjoyment and breaks.

The area will be kept neat and natural grasses will be trimmed as needed.

Written Plan for fire within the trucks:

This will be known as a Hot Load Containment.

If there is a hot load in a truck, the driver will call ahead and notify the yard manager. There will be a team dispatched to meet the driver. The driver will empty the truck in a 15 x 15 contained on 3 sides by concrete blocks next to the water tank. When a load is emptied out of the truck, it will be doused with water/ fire extinguisher to extinguish any hot spots in the load and monitored until cleared.

Written description of possible septage spill:

There will be containment berms around all septage storage tanks.

In the event of a leaky valve or hose where septage is leaked into the containment area, it will be vacuumed into a vacuum truck and type C agriculture lyme will be applied. The lyme will be collected from the area and transported to the landfill.

# Description of Cleaning Plan:

All concrete areas (where waste is collected and reloaded) will be pressure washed, at a minimum of every 30 days or as needed. All liquids from wash down, will be trapped in a 6,000 gallon sand trap.

The 6,000 gallon tank will be emptied as needed.

#### Description of Odor Control Plan:

We will use a combination of essential oil neutralizers and charcoal filters. Neutralizer formulations vary widely between manufacturers and suppliers. Virtually all neutralizers contain a blend of a few or many essential oils.

An essential oil is an extract of naturally occurring plant life. There are over 3,000 commercially available "essential oils". Generally, the more complex product chemistries are effective over a wider spectrum of odors. Examples of common essential oils: Lime, Lemon Grass, Tea Tree, Lemon, Cedar, Citronella, Grapefruit, Cinnamon, Eucalyptus, Lavender, Orange, Peppermint.

Neutralizers are not "masking agents", they are additional fragrances.

We will continue to work with local agencies to ensure that our local community is mitigated from odors.

Description of Vermin Control Plan:

Eucalyptus oil, peppermint oil and ammonia keeps the varmint and rodents away.

We will continue to work with local agencies to ensure that our local community is mitigated from varmint and rodents.



## **StatementOfTaxesDue**

Account Number R0047905

Assessed To

Parcel 47905

ASKAG LLC PO BOX 387

CONIFER, CO 80433-0387

Legal Description

28

T07 R72 S1 SW4 A PARCEL IN SW4 SECTION 1-7-72, NW4 SECTION 12-7-72, A PORT DESC R781265 DESC IN ADDENDUM R792480 (58.282 AC)

14097 WANDCREST PARK RD BAILEY 80421

Situs Address

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 08/1	14/2023				\$0.00

Tax Billed at 2022 Rates for Tax Area 0018 - Will-O-Wisp Metropolitan

Authority	Mill Levy	Amount	Values	Actual	Assessed
WILL-O-WISP	23.8200000	\$4,015.34	COMMERCIAL	\$270,434	\$78,430
PARK COUNTY	19.4766000*	\$3,283.17	VACANT LOTS		
PARK COUNTY ROAD AND BRIDGE	0.7261000	\$122.40	35 AC NO MORE THAN 100 AC	\$310,833	\$90,140
SCHOOL DISTRICT RE-1	23.2720000	\$3,922.96			
SCHOOL DISTRICT RE-1 BOND	4.0000000	\$674.28	Total	\$581,267	\$168,570
UPPER SOUTH PLATTE WATER	0.1300000*	\$21.91			
CENTER OF COLO WTR CON DIST	1.0000000	\$168.57			
ELK CREEK FIRE	12.5230000	\$2,111.01			
Taxes Billed 2022	84.9477000	\$14,319.64			
* 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.: 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 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, 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,

JILL Y. TADRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY 10 19984001083
MY COMMISSION EXPIRES JANUARY 16, 2026

Notary Public My Cómmission expires:

#### 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:

- 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)
- 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°46'09" East, 476.69 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

**792480** 5/5/2022 2:55 PM Debra A Green 1 of 3 R\$23.00 D\$0.00 Park County Clerk

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. 6<sup>TH</sup> PM, COUTY OF
PARK, STATE OF COLORADO.

DEED RECORDED 4/21/2022 RECEPTION NO. 791870



### Exhibit A

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#### 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

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 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"

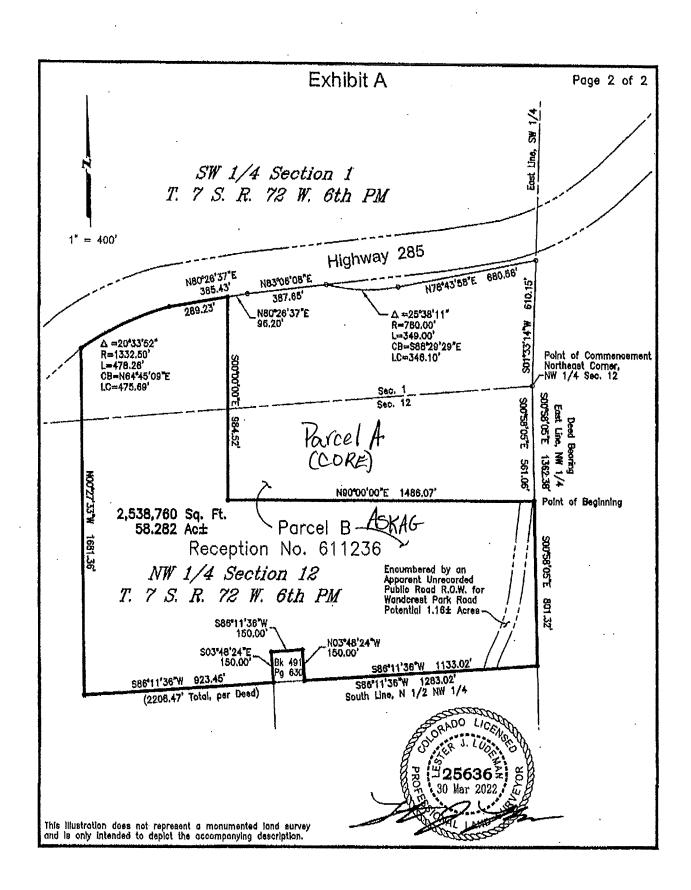
East per deed);

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







# 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

Order Number:

20791719

Fax:

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: OandE@fntg.com

Date: 8/9/2023

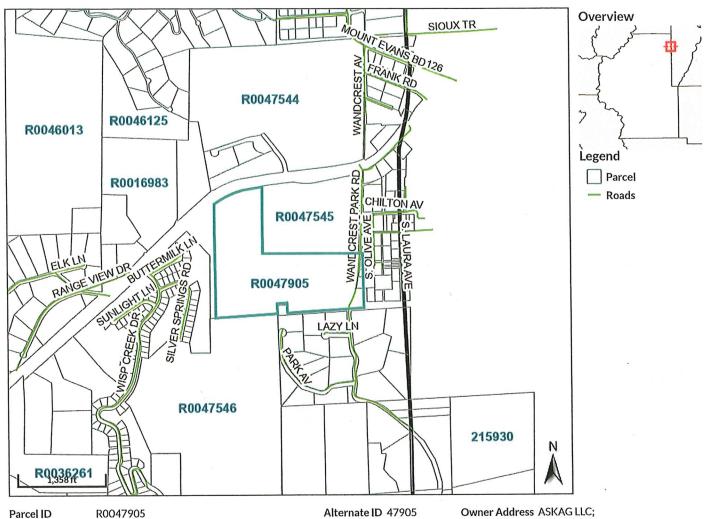
NOTE: This report is for the applicant's sole use and benefit. The information contained in this report has been taken from the public records without reference to, or examination of, instruments which purport to affect the real property. The Company's liability under this report is limited to the fee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

# APPENDIX B

# APPLICANT CERTIFICATION REGARDING NOTICE TO MINERAL ESTATE **OWNER**

I, Adam Shirley, submitted an application Park County generally described as:	on for land use approval from			
Conditional Use Permit				
Determination of Location and Extent of Public Facility	ties Use			
Planned Unit Development with Rezoning				
Special Use Permit; (Telecommunications, Wetlands)				
Subdivision; (Major Preliminary Plan, Major Final Pla	at, 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 notion me by CRS 24-65.5-101 through 24-65.5-104.	ce requirements imposed upon			
1/1				
Signature of Applicant	\ .			
Adam Shirley				
Print Name				
	For County Use Only			
	Application Name/Case Number:			
	ivumber			

# 



Class

Acreage

58.282

PO BOX 387

CONIFER, CO 80433

Parcel ID

R0047905

Sec/Twp/Rng n/a

Property Address 14097 WANDCREST PARK RD

District

8000

**Brief Tax Description** 

T07 R72 S1 SW4

A PARCEL IN SW4 SECTION 1-7-72, NW4 SECTION 12-7-72, A PORT DESC R781265 DESC IN

AD

(Note: Not to be used on legal documents)

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

Developed by Schneider

# PLANNED UNIT DEVELOPMENT FINAL PLAT

PART OF THE SW1/4 OF SECTION 1 & NW1/4 OF SECTION 12, T7S, R72W, 6TH P.M. COUNTY OF PARK, STATE OF COLORADO

# LEGAL DESCRIPTION

ASKAG, LLC, ("OWNER/S") BEING THE OWNER(S) OF THE REAL PROPERTY OF 50.264 ACRES LOCATED IN PARK COUNTY, COLORADO, DESCRÍBED AS FOLLOWS:

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 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 COMER 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 BEĞINNING;

THENCE CONTINUING SOUTH 00° 58'05" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 801.32 FEET TO THE SOUTHEAST COMER 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:

I. 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° 1 I '36"WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER, A DISTANCE OF923.45 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: I. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1332.50 FEET AND A CENTRAL ANGLE OF20° 33'52", AN ARC DISTANCE OF 478.26 FEET WITH A CHORD THAT BEARS NORTH 64° 45'09" EAST, 475.69 FEET (CENTRAL ANGLE OF20° 35'00",

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 OF289.23 FEET (NORTH 80° 28'40" EAST PER DEED)

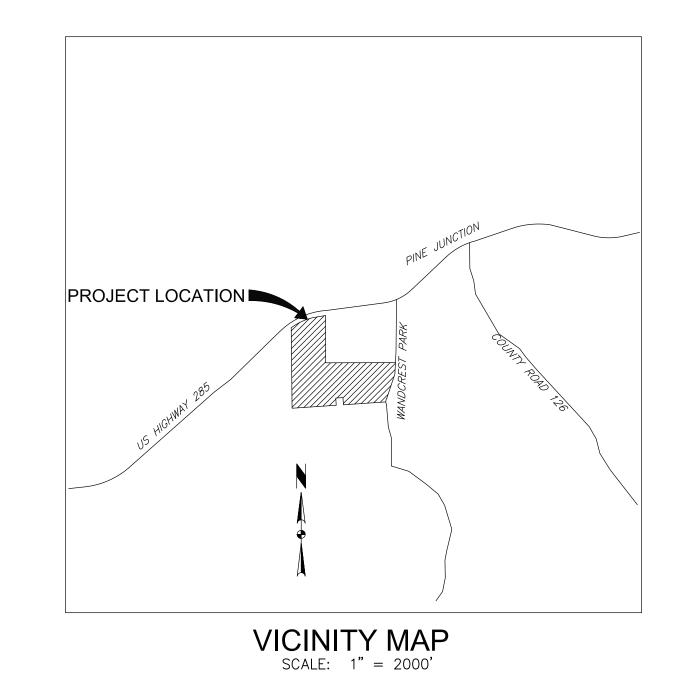
THENCE SOUTH 00° 00'00" EAST, A DISTANCE OF984.52 FEET; THENCE NORTH 90° 00'00" EAST, A DISTANCE OF 1486.07 FEET TO THE POINT OF

IN WITNESS WHEROF. WE DO HEREUNTO SET OUR HANDS AND SEALS THIS\_\_\_\_\_, 20\_\_\_\_,

COUNTY OF PARK, STATE OF COLORADO

MY COMMISSION EXPIRES:\_\_\_\_\_

[PRINTED NAME OF OWNER]	[PRINTED NAME OF OWNER]
STATE OF}	
S.S. COUNTY OF}	
ACKNOWLEDGED BEFORE ME THIS	DAY OF, 20
BY NOTARY PUBLIC WITNESS MY HAND AN OFFICIAL	SEAL.



#### NIOTEO NOTES:

1.) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY PRECISION SURVEY & MAPPING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.

2.) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW1/4 SECTION 1, T7S, R72W, 6TH P.M., 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.

3.) CLIENT DID NOT WISH TO VERIFY THAT ALL RIGHTS-OF-WAYS, EASEMENTS AND ENCUMBRANCES WERE SHOWN ON THIS SURVEY BY NOT PROCURING AND/OR PROVIDING A CURRENT TITLE INSURANCE POLICY.

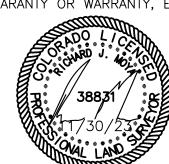
4.) HORIZONTAL CONTROL IS BASED ON A MODIFIED COLORADO STATE PLANE-NAD83 CENTRAL

5.) NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.

6.) ALL DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.

# SURVEYOR'S CERTIFICATION

I, RICHARD J. MOYA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



RICHARD J. MOYA, P.L.S. #38831 FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

# APPROVAL BY BOARD OF COUNTY COMMISSIONERS

APPROVED AS A PLANNED UNIT DEVELOPMENT FINAL PLAT BY THE PARK COUNTY BOARD OF COUNTY COMMISSIONERS, THIS\_\_\_\_\_ DAY OF\_\_\_\_\_, 20\_\_\_\_, SUBJECT TO ALL APPLICABLE PROVISIONS OF THE 2011 PARK COUNTY LAND USE REGULATIONS, AS

PARK COUNTY CLERK AND RECORDER

# RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ AND DULY FILED AT RECEPTION NO.\_\_\_\_\_\_\_PARK COUNTY CLERK AND RECORDER

# TITLE CERTIFICATE

CHICAGO TITLE TITLE INSURANCE COMPANY HEREBY CERTIFIES THAT TITLE TO THE ABOVE DESCRIBED PROPERTY IS VESTED IN THE OWNER(S)

DATE: <u>11/20/23</u>

SIGNATURE OF AUTHORIZED AGENT

									MAPPING ONSULTANTS	
3	11/30/23	COUNTY COMMENTS	R.M.	9025 E. Kenyon Ave., Suite 150, Denver, CO 80237						
2	11/16/23	CLIENT ADDITIONS	R.M.	Tel:(303) 753–9799						
1	10/09/23	CLIENT ADDITIONS	R.M.	DDAWA I O	III/D T	100 NO	,	<u> </u>		
NO.	DATE	DESCRIPTION	BY	DRAWN: C R.M.	J.L.	JOB NO.: R13506		FIELD WORK: 10, 2023	R13506-SHIRLEY LSP	



#### SHEET 2 OF 2 PLANNED UNIT DEVELOPMENT FINAL PLAT PART OF THE SW1/4 OF SECTION 1 & NW1/4 OF SECTION 12, T7S, R72W, 6TH P.M. COUNTY OF PARK, STATE OF COLORADO FOUND NO. 5 REBAR-W/YELLOW PLASTIC U.S. HIGHWAY 285 CAP L.S.#31158 LEGEND: SECTION CORNER AS DESCRIBED FOUND NO. 5 REBAR-WANDCREST PARK ROAD-W/YELLOW PLASTIC MONUMENT FOUND AS DESCRIBED 60' R.O.W. CAP L.S.#31158 MONUMENT SET AS DESCRIBED FOUND 3.5" ALUMINUM— CAP L.S. #ILLEGIBLE STAMPED LS #38831 FOUND ORANGE PLASTIC-CAP L.S. #ILLEGIBLE FOUND ORANGE PLASTIC DENOTES PLATTED INFORMATION FOUND 3.5" ALUMINUM CAP L.S. #ILLEGIBLE N80°17'21"E DENOTES MEASURED INFORMATION CAP L.S. #ILLEGIBLE 289.30' (M) OWNER: N80°26'37"E 289.23' (D) SET NO. 5 REBAR-CORE ELECTRIC W/ORANGE PLASTIC COOPERATIVE ·∆=20°35'01"(M) 20°33'52" (D) CAP L.S.#38831 REC. NO. 792477 60' ROAD DOCUMENT SW1/4 SEC. 1 R=1332.50'1332.50' (D) REC. NO. 87134750 T7S, R72W, 6TH P.M. L=478.70'478.26' (D) PARK COUNTY ChB=N64°37'20"E N64°45'09"E (D) S1/4 COR. SEC. 1 T7S, R72W. 6TH P.M. ChL=476.13'475.69' (D) FOUND 2.50" ALUM. CAP L.S. ILLEGIBLE S00°08'13"E 984.40' (M)— — SANITARY S00°00'00"E 984.52' (D) SEWER EASEMENT S. LINE SW1/4 SEC. 1/BASIS OF BEARIN. S85'14'28"W 2612.88' -SW COR. SEC. 1 T7S, R72W. 6TH P.M. — LUMEN EASEMENT FOUND 2.0" ALUM. CAF L.S. <u>#2</u>69<u>60</u>\_\_\_\_ SUBDIVISION -TRANSMISSION LINE BK 3 PG 65 OWNER: EASEMENT <sup>⊥</sup>REC NO 22131761 COLORADO PINERIDGE LLC NW1/4 SEC. 12 T7S, R72W, 6TH P.M. PARK COUNTY S01°06'33"E 561.06' (M)— S00°58'05"E 561.06' (D) ┌80' ACCESS ESMT. PER GRAVEL ROAD REC. NO. 803637 60' ACCESS-PROPERTY-ESMT. PER FOUND NO. 5 REBAR-FOUND NO. 5 REBAR SIGN REC. NO. 803638 W/YELLOW PLASTIC W/YELLOW PLASTIC CAP L.S.#31158 CAP L.S.#31158 40.4' BLDG. COR TO PROP. LINE EASEMENT N89°51'47"E 1486.11' (M)-SET NO. 5 REBAR⊥ GALLON TANK 20000 + 000 N90°00'00"E 1486.07' (D) W/ORANGE PLASTIC/ GALLON TANK GALLON TANK CAP L.S.#38831 100' X 100' ─ 4' LOWER THAN PROPOSED 60'X80'— OPEN SPACE EXISTING FLOOR ENCLOSURE 20000— PICNIC AREA TRACT 3 WILL-O-WISP BUILDING REC. NO. 322108 CONTAINMENT ASKAG LLC S01°06'33"E 801.32' (M)— REC. NO. 791872 AREA=2,537,977 S.F. S00°58'05"E 801.32' (D) ∕-WATERLINE OR 58.264 ACRES EASEMENT -N00°37'36"W 1679.37' (M) N00°27'33"W 1681.36' (D) WANDCREST PARK ROAD-GRAVEL ROAD 60' R.O.W. -S86°07'38"W 150.00' (M) S86°11'36"W 150.00' (D) 100' BUILDING FOUND ORANGE PLASTIC SETBACK CAP L.S. #ILLEGIBLE SET NO. 5 REBAR— ∕WATER TANK W/ORANGE PLASTIC CAP L.S.#38831 -N03°52'22"W 150.00' (M) S86°11'36"W 1133.02' (D) N03°48'24"W 150.00' (D) S86°08'52"W 922.90' (M)-S86°03'13"W 1133.15'(M) S86°11'36"W 923.45' (D) S03°52'22"E 150.00' (M)— S03°48'24"E 150.00' (D) PONDEROSA ESTATES SUBDIVISION -SET NO. 5 REBAR └N1/16 COR. SEC. 12 FOUND 2" ALUMINUM-W/ORANGE PLASTIC T7S, R72W. 6TH P.M. CAP L.S. #ILLEGIBLE CAP L.S.#38831 FOUND 2" ALUM. CAP WANDCREST TENNIS COURT **ESTATES** L.S. #19618 -SET NO. 5 REBAR SUBDIVISION OWNER: W/ORANGE PLASTIC ASKAG LLC CAP L.S.#38831 REC. NO. 796553 PRECISION SURVEY & MAPPING

COUNTY COMMENTS

CLIENT ADDITIONS

CLIENT ADDITIONS

DESCRIPTION

2 |11/16/23

1 10/09/23

NO. DATE

9025 E. Kenyon Ave., Suite 150, Denver, CO 80237

RAWN: CHKD.: JOB NO.: DATE OF FIELD WORK: ACAD FILE:
R.M. J.L. R13506 AUGUST 10. 2023 R13506—SHIRLEY LSP

Tel:(303) 753-9799

GRAPHIC SCALE: 1" = 150'

# **Elk Creek Fire Protection District**



Form: PC-Wildfire Hazard

Final

Occupancy: ASKAg LLC

Occupancy ID: 14097

Address: 14097 Wandcrest Park RD Pine CO 80470

Inspection Type: Wildfire Hazard Inspection-Final

Inspection Date: 10/13/2023

By: Rush, Rachel (632)

Time In: 11:30

Time Out: 00:00

Authorized Date: 10/19/2023

By: Rush, Rachel (632)

# **Inspection Description:**

An initial Wildfire Hazard Mitigation Assessment has been completed in accordance with County and Fire District Standards. Wildfire mitigation work can reduce the risk to life and property from wildfire and can help fire personnel protect your business. However, the risk cannot be completely eliminated. Wildfire can be unpredictable and uncontrollable, and despite following all steps recommended by the Elk Creek Fire Protection District (ECFPD) or other resources, there is no guarantee of personal safety or protection from damage. ECFPD makes no claim as to the ultimate effectiveness of the mitigation actions.

# **Inspection Topics:**

#### **General Comments**

Scope of Inspection:

Status: NOTE

Notes: Inspection for the issuance of a new building permit completed by Fire Marshal Rush and Mitigation Specialist

McConnaughey.

Additional Comments:

Status: CORRECTED

Notes: Slash has been removed.



Address Marked

Address shall be marked at the property access point in accordance with Park County Standards.

Status: CORRECTED

Notes:



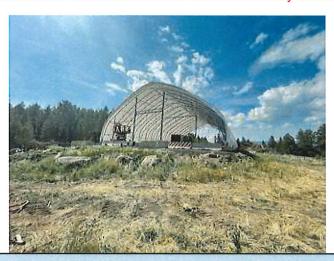
#### Zone 1 (0-5 Feet)

Noncombustible Surface: Is there a noncombustible surface extending around the entire structure and any attachments such as decks?

Create a five-foot noncombustible zone around the entire structure, including decks, to prevent spread of surface fire to the structure and ignition of embers close to the structure. This could be a rock garden or walkway made of dirt or %-inch river rock. Use weed blocking material underneath the rocks to prevent vegetation growth in the noncombustible zone. Remove all combustible material within five feet of the structure that could ignite from embers - for example, grass, pine needles, mulch, lumber, small bushes and trees, and plastic items.

Status: PASS

Notes: Zone 1 currently has road base with minimal weeds. Please remove any weeds or grasses that grow.



#### Zone 2 (5-30 Feet)

Trees: Are trees appropriately mitigated?

Remove all trees marked with blue paint. Limb remaining trees up 6 to 10 feet or 1/3 the height of the tree up from the ground, whichever is less. Removing these trees will create fuel breaks that minimize risk of a crown fire getting close enough to ignite the structure.

Status: PASS

Notes:

Pine Needles: Are deep accumulations of pine needles, mulches and grasses raked away from high value trees in Zone 1? Remove accumulations of pine needles and pinecones from the base of "Keep" trees. These materials can ignite from embers or a surface fire, killing the tree roots and possibly igniting the tree.

Status: NOTE

Notes:

Junipers: Are Junipers or cedar hedges absent from Zone 1?

Junipers are highly flammable. Remove all junipers that are within 30 feet of the structure.

Status: NOTE

Notes:

Grasses: Are all grasses and weeds cut to a maximum of 6 in or less?

Trim grass and weeds to six inches or less within 30 feet of the structure to prevent a surface fire from reaching the structure or ignition from embers.

Status: PASS

Notes:

#### Zone 3 (30-100 Feet)

Conifers: Is there proper crown spacing between conifers and/or appropriate clumping in Zone 3?

Remove all trees marked with blue paint as discussed. Maintain 10-foot spacing between crowns. Remove all ladder fuels (small trees and shrubs growing under larger trees) out to at least 100 feet from the structure. Consider removing ladder fuels and smaller regeneration trees farther than 100 feet to improve forest health and resilience to fire.

Status: CORRECTED

Notes:



Aspen: Are aspen present?

Encourage aspen growth by clearing conifers away from them, removing any dead aspens, and protecting new trees from deer by encircling the trees with metal wire fencing.

Status: NOTE

Notes:

Shrubs: Are shrubs well spaced and removed from the drip line of "keep" trees in Zone 3?

Remove all shrubs and small trees that are growing under "Keep" trees within 100 feet of the structure. For retained shrubs that are not growing under "Keep" trees, remove excessive growth, dead stems, and accumulated dead leaves.

Status: CORRECTED

Notes:

Low Limbing: Are the lowest branches in Zone 2, removed within 6-10 ft from the ground or limbed to 1/3 the height of the tree, whichever is less?

Limb up lower branches on "Keep" trees 8-10 feet if on sloped ground and at least 6 feet if on flat ground, or 1/3 the height of the tree, whichever is less. This will help eliminate ladder fuels that can turn a surface fire into a crown fire.

Status: CORRECTED

Notes:

Inspection Result	<b>美国共享工程设计区域的国际企业工艺系统设计区域</b>
FINAL wildfire hazard inspection PASSED.	
Status: PASS Notes:	
Additional Time Spent on Inspection:	
Category	Start Date / Time End Date / Time
Notes: No Additional time recorded	
	Total Additional Time: 0 minutes
	Inspection Time: 0 minutes
	Total Time: 0 minutes
Summary:	
Overall Result: PASSED - Fire Code Violations	Corrected
Re-inspection where previous fir	re code violations have been corrected.
Inspector Notes:	
Closing Notes:	
Elk Creek Fire Protection District recommends maintaining work comp	pleted to reduce the risk to wildland fire.
Inspector:	
Name: Rush, Rachel Rank: Fire Marshal Email(s): rrush@elkcreekfire.org	
RR	October 19, 2023
Signature	Date



Nov 20, 2023

Mr. Adam Shirley

RE: 14097 Wandcrest Park Road

Park County, Colorado

Mr. Shirley:

As requested by the Elk Creek Fire Protection District, we have evaluated the fire and life safety aspects of this project to determine fire code compliance. The applicable code is the 2018 International Fire Code (IFC).

This project involves the construction of two fabric tensile membrane structures on concrete slabs to be utilized as waste transfer stations. The purpose of a transfer station is to consolidate waste from multiple collection vehicles into larger, high-volume transfer vehicles for more economical shipment to a distant disposal site. These buildings are intended to be used as weather shelters for the transfer process, in order to protect the waste loads from wind and prevent scattering of the trash. The structures are not normally occupied and are not used for storage. Therefore, we are classifying the occupancy of these structures as Miscellaneous, Group U. They are similar to sheds and agricultural buildings, but without storage as a use.

Per Section 903 of the International Fire Code, no fire suppression system is required. Per Section 907 of the IFC, no fire detection or alarm systems are required.

We anticipate the only potential fire hazard from this operation could be from a waste load that has ignited due to ignition sources within the load. This scenario should be addressed with administrative procedures. A "best practices plan" should address work practices and involve planning with the local fire department. Unprocessed materials should not be left inside the fabric structure overnight. Most fires in these types of facilities occur overnight and involve waste material left in the facility.

Beyond procedures at the facility, public outreach and education should address materials that do not belong in refuse collection containers. Also, ensure all refuse vehicles have fire extinguishers or mobile fire detection and suppression systems.

Please contact us if you have any questions.

Sincerely,

Veritas Fire Engineering, Inc.

Kerry L. Madigan, P.E.

Sr. Fire Protection Engineer

Easement for pipeline through Subject Property to Wilto-Wisp,
This grant of pipeline easement is made this day of

This grant of pipeline easement is made this \_\_\_\_\_ day of March, 1992 between Century Bank - Sterling, f/k/a Commercial Bank of Sterling, a Colorado Banking Corporation and Adams Bank & Trust, f/k/a Keith County Bank & Trust, a Nebraska Banking Corporation, grantors, and Will-O-Wisp Metropolitan District, whose legal address is 956 Wisp Creek Drive, Bailey, Colorado 80421, grantee.

Grantors, for and in consideration of the sum of ten dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grant, bargain, sell and convey to grantee and its successors and assigns forever, an easement for the purpose of laying, operating, inspecting, maintaining, repairing, replacing, substituting, removing and adding pipeline(s) and appurtenances thereto for the transportation of water underground at a location and on a route through the real property described as follows:

A strip of land of different widths from centerline over and across a portion of WILL-O-WISP FILING NO. 1 and across a portion of Sections 11 and 12, Township 7 South, Range 72 West of the Sixth Principal Meridian, County of Park, State of Colorado, which is more particularly described as follows:

- (1) A strip of land 30.00 feet wide, being 20.00 feet north and 10.00 feet south of the following described centerline: Beginning at a point on the southeast line of Lot 9, of said FILING NO. 1 whence the south corner of said Lot 9 bears S 19°44'00" W 41.07 feet; thence N 66°39'28" E 197.21 feet to a point designated as "A"; thence continuing N 66°39'28" E 281.64 feet to a point where the width becomes 15.00 feet on each side of the next course, thence S 46°57'05" E 1176.92 feet to the Point of Terminus, whence the southwest corner of the NE Quarter of the NW Quarter of said Section 12 bears S 03°40'33" E 150.00 feet.
- (2) A strip of land 20.00 feet wide, being 10.00 feet on each side of the following described centerline: Beginning at said point "A"; thence S 20°57'37" E 66.63 feet; thence S 37°14'51" E 52.70 feet; thence S 47°30'14" E 25.43 feet to the Point of Terminus whence the south corner of said Lot 9 bears N 89°01'54" W 269.46 feet.

Said real property is referred to herein as the "premises."

The rights granted herein shall be possessed and enjoyed by grantee, its successors and assigns, so long as the pipeline(s) described herein and appurtenances thereto are maintained and operated by grantee, its successors or assigns.

Grantee shall have the right of access to the premises for any and all purposes necessary or convenient to the exercise by grantee of the rights granted herein. Grantee agrees to bury or rebury the pipeline(s) within the easement after laying, inspecting, maintaining, repairing, replacing, substituting, removing, and/or adding appurtenances to, said pipeline(s).

Grantors reserve the right to use and enjoy the premises to the fullest possible extent without interfering with the exercise by grantee of the rights granted herein. Grantors shall not construct or place, or permit to be constructed or placed, any building, structure, road or other obstruction on or over the premises or interfering with the construction, maintenance and/or operation of any pipeline or appurtenance described herein. Grantors shall not plant or place, or permit to be planted or placed, any tree, plant or shrub within the premises whose roots may interfere with the construction, maintenance and/or operation of any pipeline or appurtenance described herein.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easement described herein.

The terms of this grant of pipeline easement shall be binding upon the successors and assigns of the parties hereto.

(SEAL)

Attest;

Secretary

STATE OF COLORADO

COUNTY OF LOGAN

CENTURY BANK - STERLING, f/k/a COMMERCIAL BANK OF STERLING, a Colorado Banking Corporation

Dan E. Long, President

SS

Subscribed and sworn to before me this <u>5th</u> day of March, 1992, by Dan E. Long, President of Century Bank - Sterling, f/k/a Commercial Bank of Sterling, a Colorado Banking Corporation.

hand and official seal.

Notary Public

My commission expires: My Commission Expires March 9, 1993

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Commission of the Commission o

(SEAL)

Attest:

Secretary

STATE OF NEBRASKA

COUNTY OF KEITH

ADAMS BANK & TRUST, f/k/a KEITH COUNTY BANK & TRUST, a Nebraska Banking Corporation

Chad S. Adams, Executive Vice President

Subscribed and sworn to before me this 4th day of March, 1992, by Chad S. Adams, Executive Vice President of Adams Bank & Trust, f/k/a Keith County Bank & Trust, a Nebraska Banking Corporation.

Witness my hand and official seal.

WANDA M. MOORE My Comm. Exp. Apr. 2, 1993

∴ My commission expires: 4-2-93

#### PERMANENT ACCESS EASEMENT DEED AND AGREEMENT

This PERMANENT ACCESS EASEMENT DEED AND AGREEMENT ("Agreement") is made and entered into this day of August, 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 Exhibit A attached hereto and incorporated herein ("Grantor's Property").
- B. Grantee is the owner of real property legally described on Exhibit B 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 Exhibit C ("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. Access Easement. 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.

- 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 D</u> (collectively, the "Road") no later than August 1, 2023.
  - 5. Maintenance and Repair of Access Easement Area and the Road.
- (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

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:

To the Grantor:

CORE Electric Cooperative

5496 N. U.S. Highway 85

Sedalia, CO 80135 bkaufman@core,coop

To the Grantee:

ASKAG, LLC

14803 S. Wandcrest Dr.

Pine, CO 80470

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. Attorney Fees. 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. No Waiver. 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. Not a Public Dedication. 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

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

By: Adam Shirley, Manager

The foregoing instrument was acknowledged before me by <u>Faux Fever Shein</u> this <u>fit</u> day of <u>August</u>, 20<u>33</u> in the County of <u>Duales</u>, 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

The foregoing instrument was acknowledged before me by Ham Shirley this 1st day of Aug 12th, 2025 in the

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 CORE's 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

### Exhibit B 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:

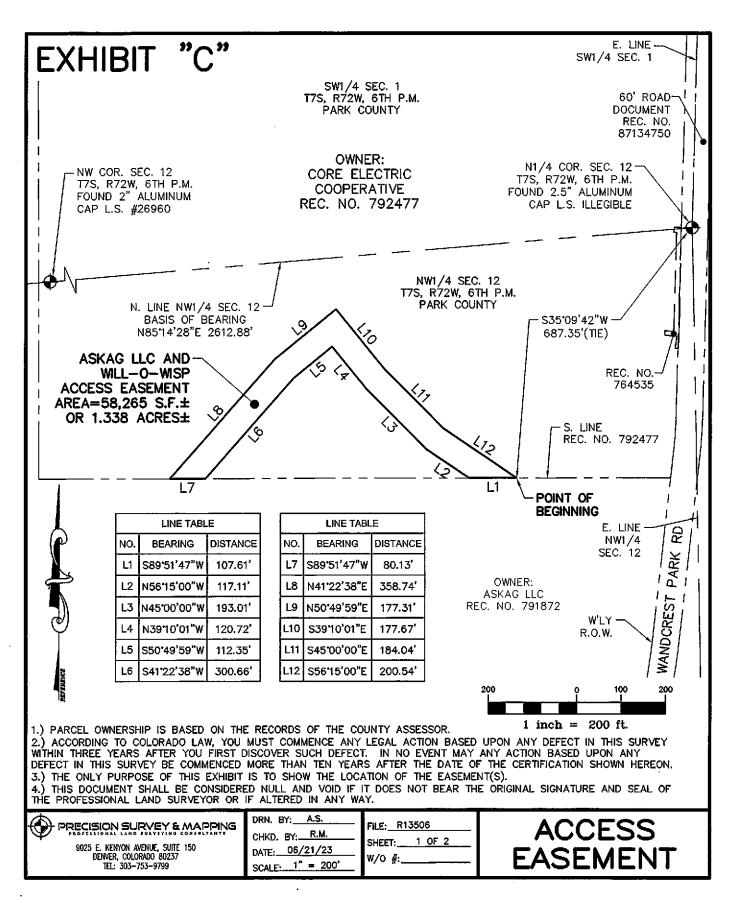
- 1. Thence along the arc of a curve to the right having a radius of 1332.50 feet and a central angle of 20°33'52", an arc distance of 478.26 feet with a chord that bears North 64°45'09" East, 475.69 feet (central angle of 20°35'00", radius of 1332.50 feet, arc distance of 478.70 feet, chord of North 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

Milena Kassel Park County

Exhibit C
Access Easement Area
(attached)



### 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:

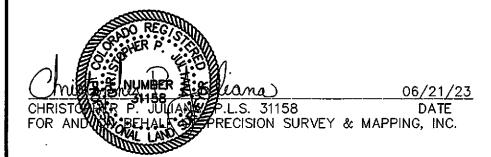
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 12, ASSUMED TO BEAR N85"14'28"E A DISTANCE OF 2612.88 FEET FROM A 2" ALUMINUM CAP STAMPED L.S. 26960 FOUND AT THE NORTHWEST CORNER OF SAID SECTION 12 TO A 2.5" ALUMINUM CAP L.S. ILLEGIBLE FOUND AT THE NORTH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

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LANDS, SAID POINT BEARS \$35°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.



PRECISION SURVEY & MARRING

9025 E. KENYON AVENUE, SUITE 150 DENVER, COLORADO 80237 TEL: 303~753-9799 DRN. 8Y: A.S.

CHKD. BY: R.M.

DATE: 06/21/23

SCALE: 1" = 200'

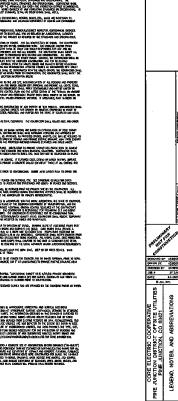
FILE: <u>R13506</u> SHEET: <u>2 OF 2</u> W/O #:\_\_\_\_ ACCESS EASEMENT

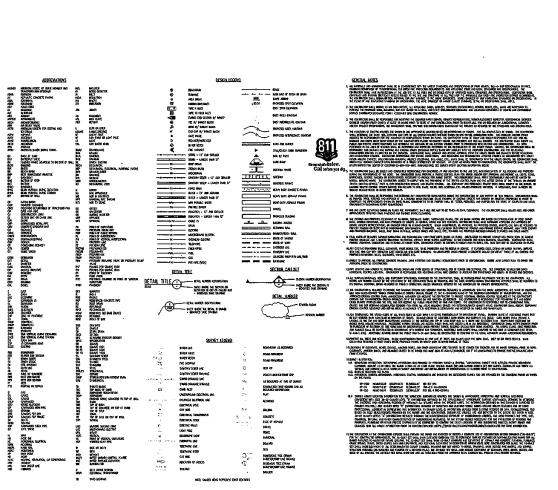
Milena Kassel Park County

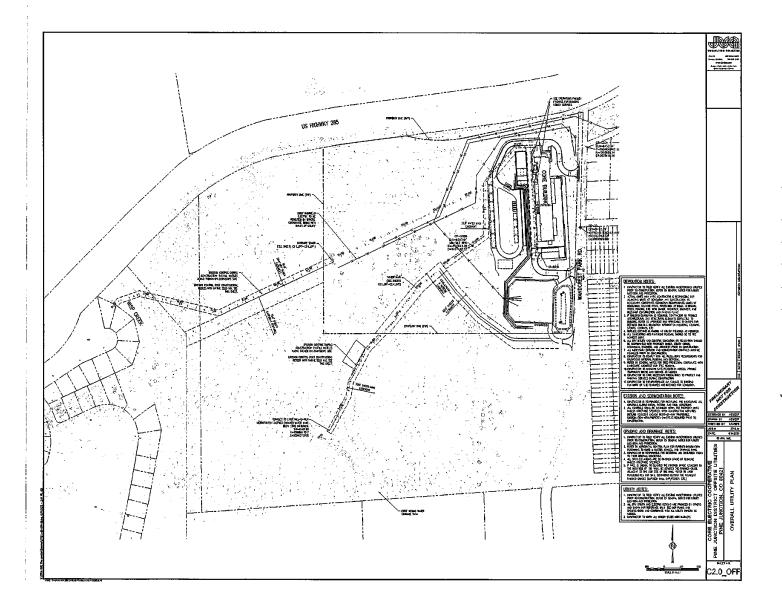
### Exhibit D

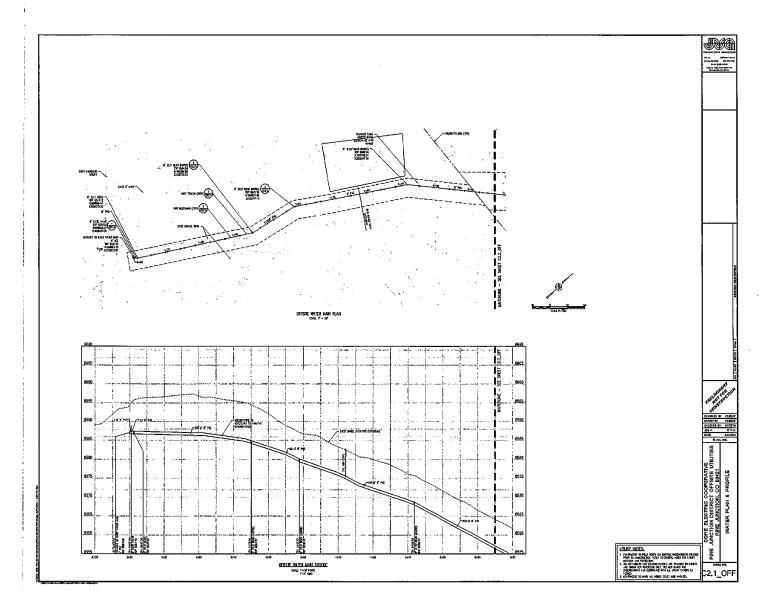
Specifications for Access Easement Area and Road (attached)

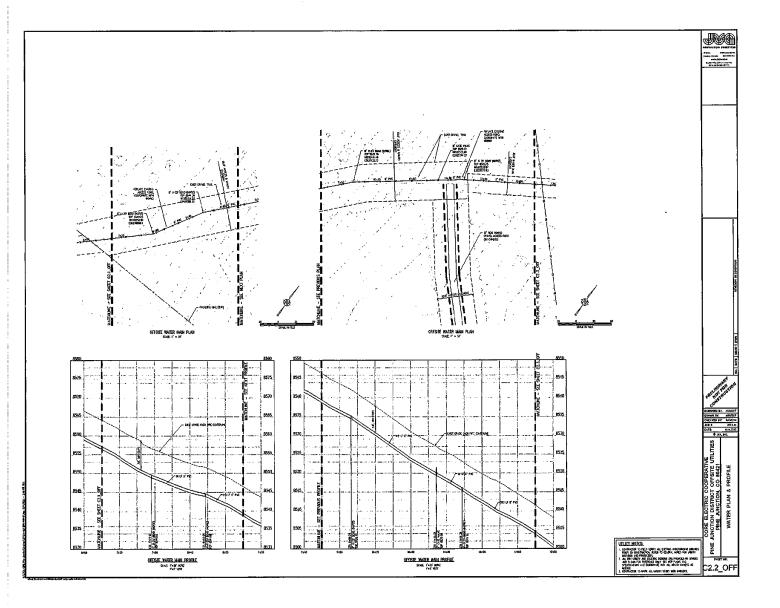
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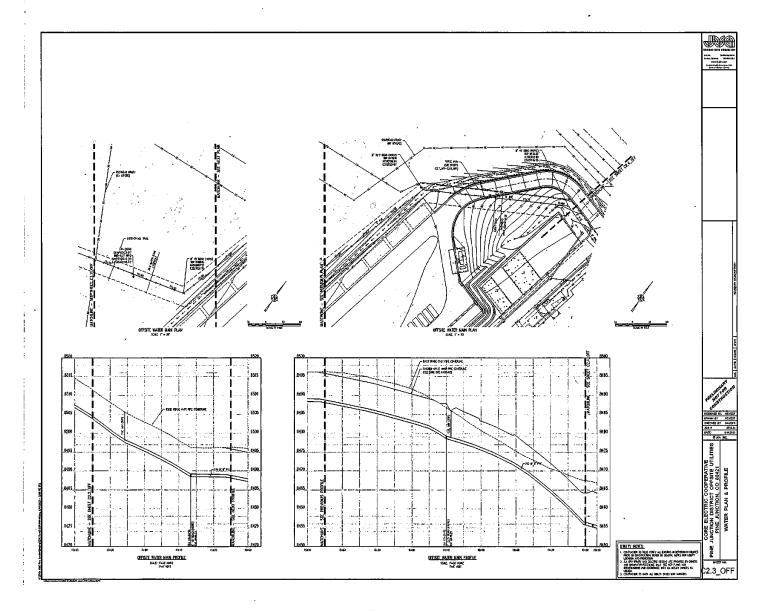


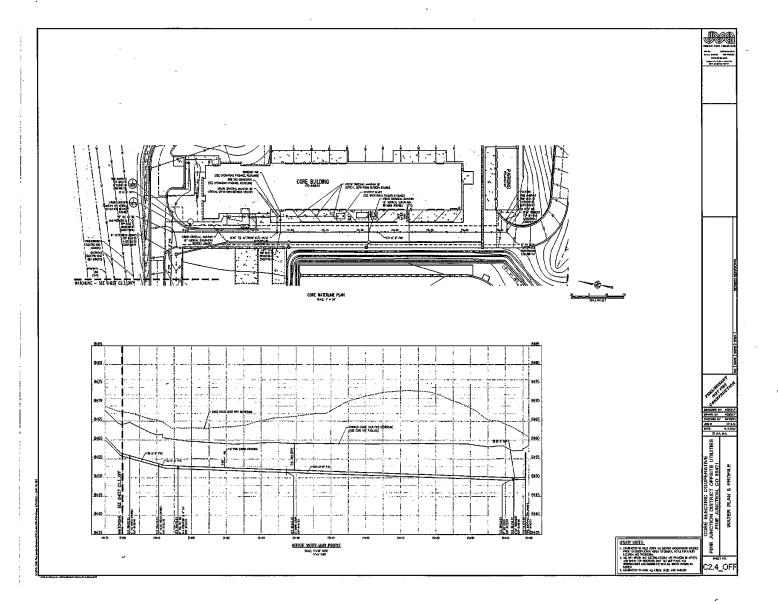


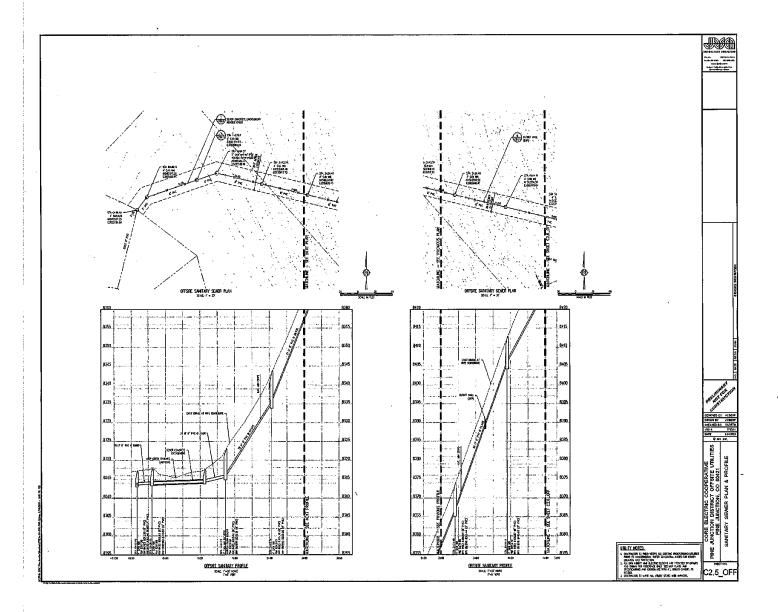


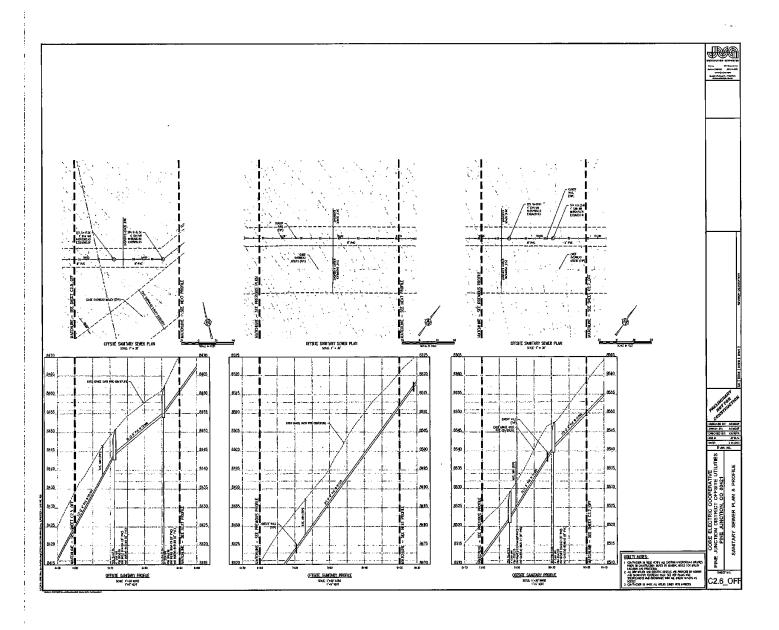


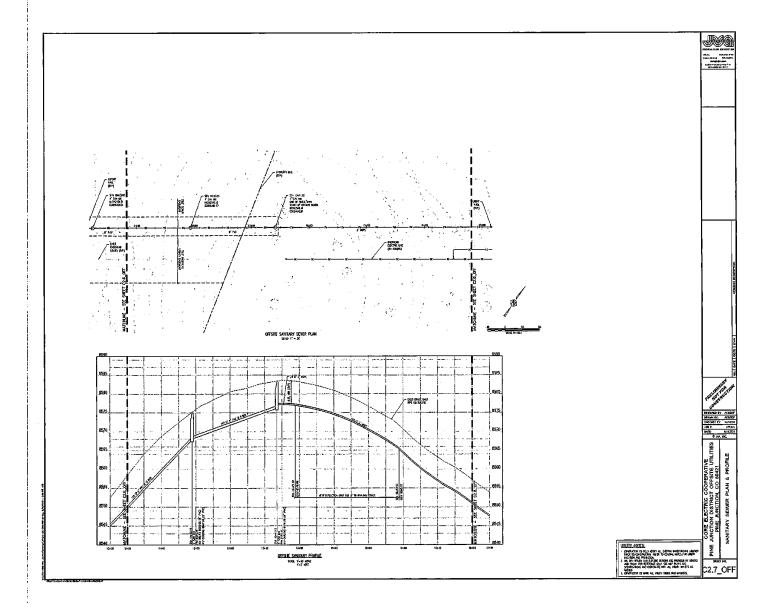


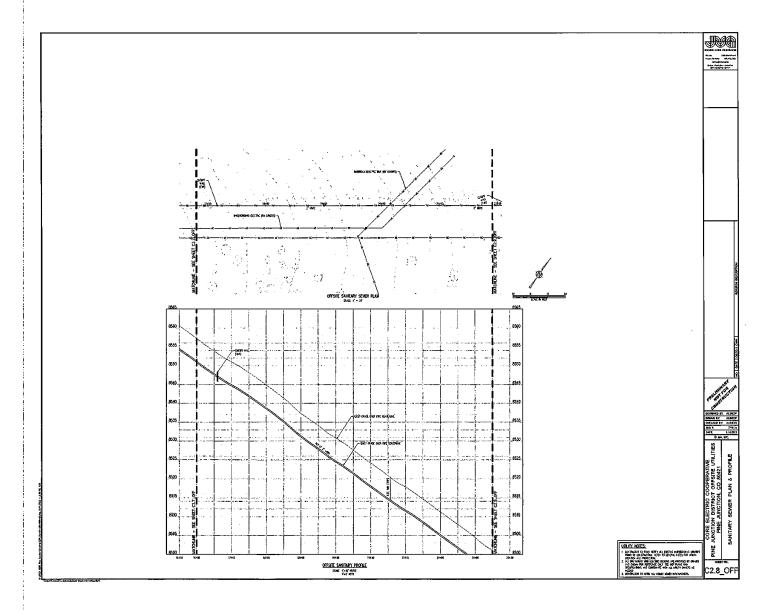


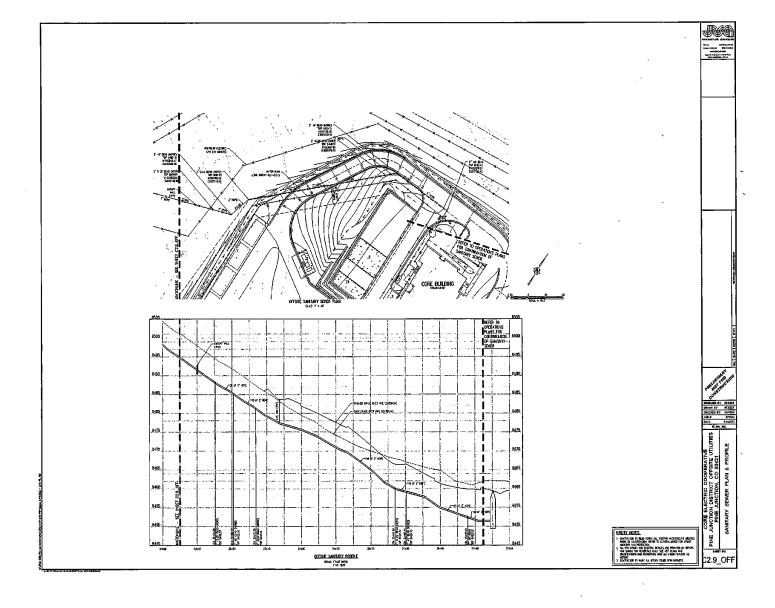


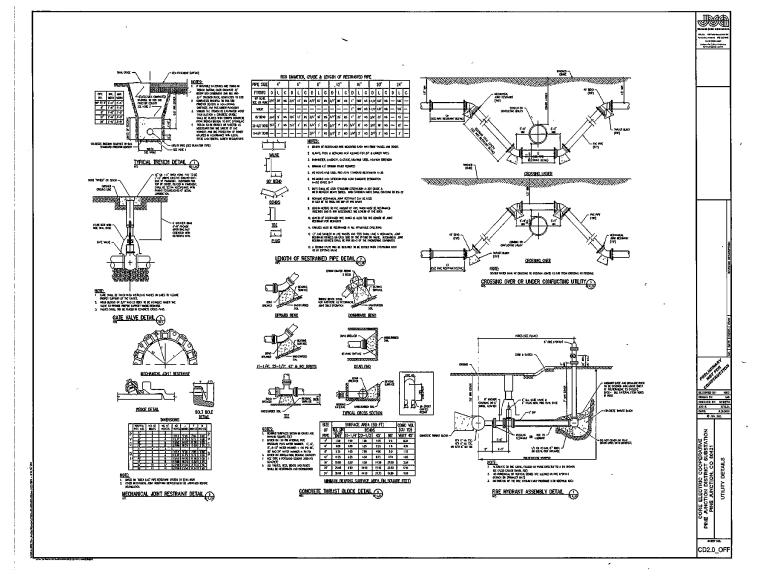


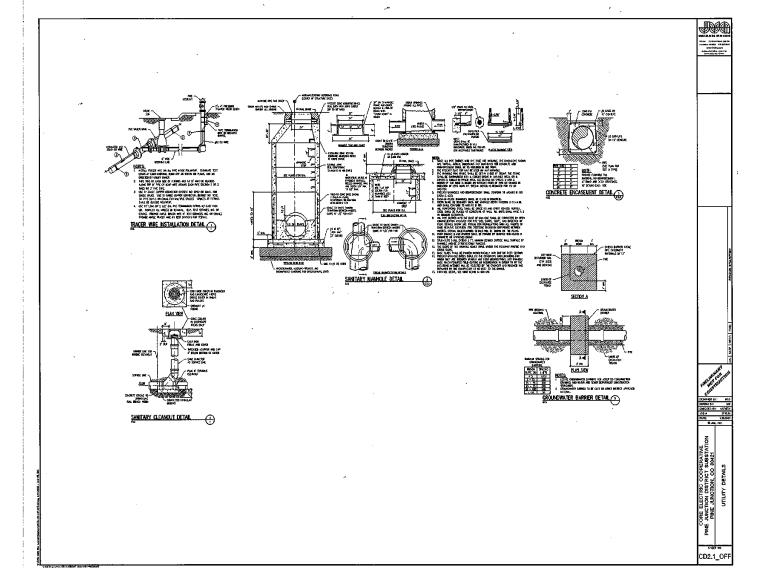












#### ACCESS EASEMENT DEED AND AGREEMENT

This ACCESS EASEMENT DEED AND AGREEMENT ("Agreement") is made and entered into this day of Accept, 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 Exhibit A attached hereto and incorporated herein ("Grantor's Property").
- B. Grantee is the owner of real property legally described on Exhibit B 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 Exhibit C ("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. Access Easement. 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 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. Notices. 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: ASKAG, LLC

14803 S. Wandcrest Dr.

Pine, CO 80470

jrheartcattle@gmail.com

To the Grantee: CORE Electric Cooperative

5496 N. U.S. Highway 85

Sedalia, CO 80135 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. No Waiver. 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. Not a Public Dedication. 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 15th day of August, 20 23 in the Deffection Country of State, 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 **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 Pan Ewerstein

this day of Augh, 20 38, 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 \$85°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:

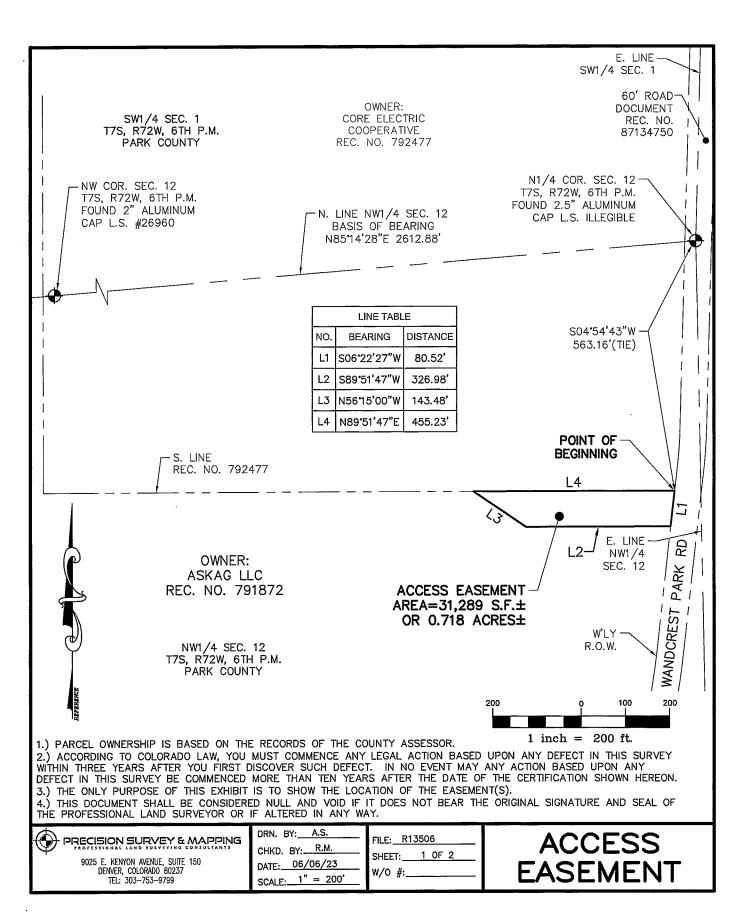
- 1.) THENCE S01°34'06"W A DISTANCE OF 1024.31 FEET;
- 2.) THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 92.79 FEET, HAVING A RADIUS OF 1106.26 FEET, THROUGH A CENTRAL ANGLE OF 04°48'22" AND A CHORD WHICH BEARS S03°58'17"W A DISTANCE OF 92.77 FEET;
- 3.) THENCE S06°22'27"W A DISTANCE OF 50.21 FEET; 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

Milena Kassel Park County

Exhibit C
Access Easement Area
Attached



### 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 SO4°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.

CHRISTONER P. JULIAN P.L.S. 31158 DATE FOR AND BEHALT SPRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING

9025 E. KENYON AVENUE, SUITE 150 DENVER, COLORADO 80237 TEL: 303-753-9799 DRN. BY: A.S. CHKD. BY: R.M.

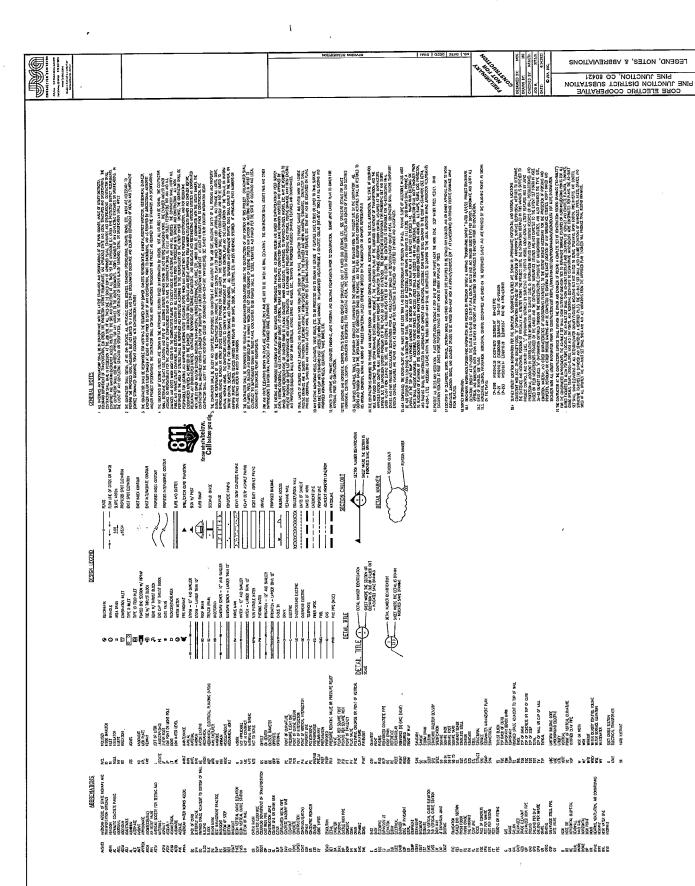
DATE: 06/06/23 SCALE: 1" = 200' FILE: R13506

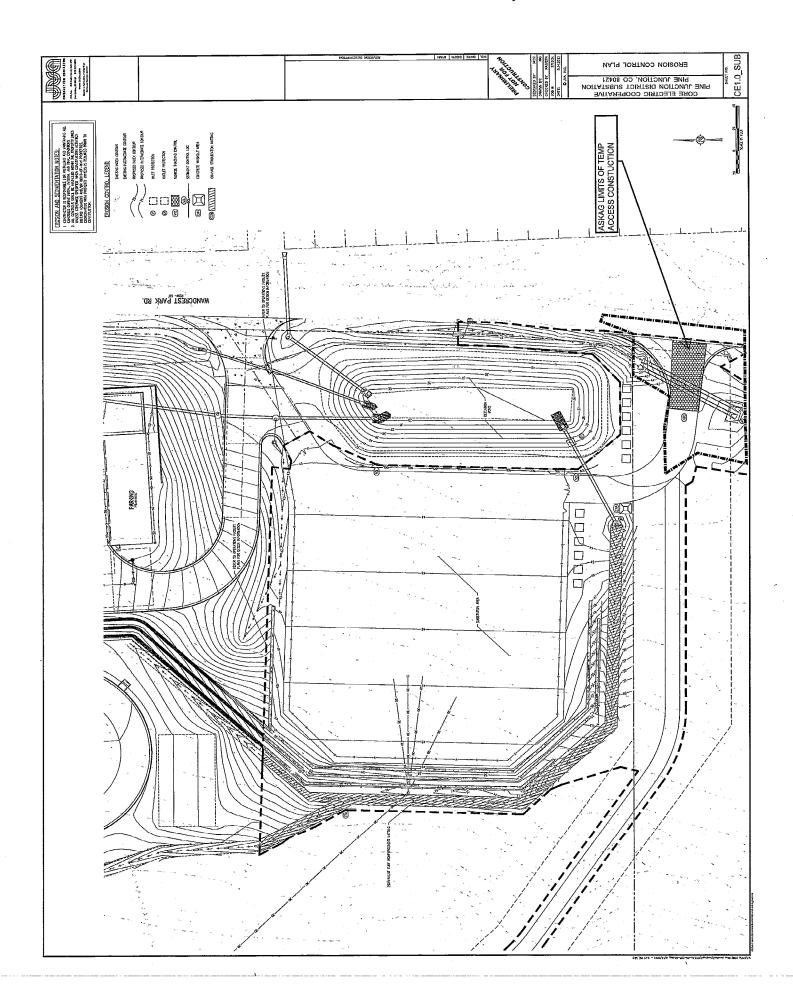
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W/O #:

ACCESS EASEMENT Exhibit D
Construction of Road
Attached

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