

PRIVATE ACCESS, UTILITY, AND RECREATIONAL EASEMENT

AND

ROAD MAINTENANCE AGREEMENT

THIS PRIVATE ACCESS, UTILITY, AND RECREATIONAL EASEMENT AND ROAD MAINTENANCE AGREEMENT ("Agreement") is entered into as of this 31st day of August, 2018, by and between the undersigned real property owners whose properties are located in Legend Trail Ranch, a private rural community located in Larimer County, Colorado. The landowners are hereinafter referred to individually as a Landowner or a Party and collectively as the Landowners or the Parties.

RECITALS

A. Legend Trail Ranch consists of eleven (11) thirty-five + acre parcels (each, a "Parcel"). The legal descriptions for each of the Parcels are set forth in Exhibit A, which is attached hereto and made a part hereof by this reference. Legend Trail Ranch shall include those Parcels identified on Exhibit A and any additional adjacent or nearby Parcels hereafter added to Legend Trail Ranch pursuant to the Declaration described below.

B. The Parcels are accessed by the private roads (the "Access Roads"), which originate at West County Road 80, in Larimer County. The names, locations and dimensions of the Access Roads are depicted on the land survey plat attached as Exhibit B and incorporated herein by this reference. Located on the boundaries between adjoining Parcels, an access, utility, and recreational easement for such roads extends from the center line of such boundaries onto each adjacent Parcel as indicated in Exhibit B. Cul-de-sacs, as depicted in Exhibit B, extend onto affected Parcels as indicated therein.

C. The access, utility, and recreational easement described above includes a twenty-foot (20') road easement centered on the boundary lines between Parcels (the "Access Roads Easement"), a five-foot (5') utility easement on one side of the Access Roads (the "Utility Easement"), and five-foot (5') recreational easements on both sides of the Access Roads (the "Recreational Easement"). The Recreational Easement and the Utility Easement run concurrently on the relevant side(s) of the Access Roads. The location of each easement is depicted in Exhibit B and legally described in Exhibit C attached hereto and incorporated herein by this reference. The Access Roads Easement may be marginally wider in some areas to accommodate culverts and swales.

D. An approximately thirty-foot by thirty-foot (30'x30') portion of Parcel 3 located adjacent to the Access Road has been reserved for the purpose of locating a structure to house trash collection receptacles (the "Trash Easement"). The location of the Trash Easement is depicted on Exhibit B and legally described in Exhibit C.

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E. An approximately one hundred-foot by one hundred-foot (100'x100') portion of Parcels 7 and 8 has been reserved for the purpose of locating entrance signage and related features for the community (the "Entrance Easement"). The location of the Entrance Easement is depicted on Exhibit B and legally described in Exhibit C.

F. In the event that additional Parcels are added to Legend Trail Ranch as set forth above, the exhibits to this Agreement shall be amended by the Declarant or the LTR Association (as defined below) to include the legal descriptions and locations of such additional Parcels and the legal descriptions and locations of any additional Access Roads and Utility, Recreational, and Entrance Easements relating to such additional Parcels. Such amendments shall not require the consent of the Landowners.

G. The Landowners wish to enter into this Agreement to provide for the future maintenance and repair of the Access Roads and to clarify their rights and responsibilities regarding the Access Roads and Utility, Recreational, Trash and Entrance Easements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each intending to be legally bound, mutually agree as follows:

1. The Declaration of Protective Covenants. Pursuant to that certain Declaration of Protective Covenants for Legend Trail Ranch (the "Declaration"), recorded in the real property records of Larimer County, Colorado on August 17, 2018, at Reception No. 20180051053, each Parcel located in Legend Trail Ranch is subject to certain covenants and restrictions as determined by the Declarant thereunder. Any conflict between this Agreement and the Declaration shall be resolved in favor of the Declaration. The term "Declarant" as used herein shall refer to the original Declarant identified in the Declaration and any entity hereafter established by the Declarant and assigned the responsibility to fulfill the rights and/or duties set forth herein (the "LTR Association"). Such rights and responsibilities shall be exercised pursuant to the bylaws of such LTR Association and this Agreement.

2. Grant of Access, Trash, Utility, Recreational, and Entrance Easements. Subject to the terms and conditions of this Agreement, the following easements are hereby granted:

A. The Road and Entrance Easements. The Owners of each Parcel over which the Access Roads and/or Entrance Easements cross hereby confirm, grant and convey to each Landowner whose Parcel is or shall be accessed by the Access Roads and through the Entrance Easement, a non-exclusive, perpetual easement and right of use over, upon and across the Access Roads and through the Entrance Easement for pedestrian, equestrian and vehicular ingress, egress and access to such Parcel or Parcels.

B. The Trash Easement. The Owner of Parcel 3, on which the Trash Easement is located, hereby confirms, grants and conveys to each Landowner the non-exclusive, perpetual

easement and right of use of the Trash Easement for the limited purpose of utilizing any trash facilities located thereon.

C. **The Utility and Recreational Easements.** The Owners of each Parcel through, on or over which the Utility and Recreational Easements or any portions thereof cross hereby confirm, grant and convey to each Landowner a non-exclusive, perpetual easement and right of use over, upon and across the Utility and Recreational Easements for the purposes set forth below: The Utility Easement shall include for each Landowner the right of ingress and egress and the right to install, construct, maintain, repair and operate utility lines, cables and conduits from access points established by the Declarant to any Parcel. The Recreational Easement shall include for each Landowner the right of ingress and egress for recreational pedestrian and equestrian activity.

3. Use of Access Road. Each Landowner and his or her guests and invitees shall use the Access Road at their own risk and in a manner that does not interfere with or prohibit the use thereof by any other Landowner or Landowners and their guests and invitees. To the extent permitted by law, the Landowner of any lot shall have the right to prohibit the use of the Access Road by any third party who is not an invitee or guest of another Landowner. Each Landowner acknowledges that the Access Road is a private road and agrees not to invite or allow any use of the Access Road which would result in undue degradation of the road surface and/or excessive inconvenience to any other Landowner.

4. Use of Utility Easement. The Utility Easement is for the benefit of all Landowners. All utilities, including, but not limited to, phone, cable and electricity, shall be located within the Utility Easement. No utility lines, cables or conduits may be located or placed within the Utility Easement without first notifying and receiving the consent of the Declarant. Each Landowner shall be entitled to install, construct, maintain, repair and operate utility lines, cables and conduits from access points established by the Declarant to any Parcel. Any damage resulting from such permitted use shall be immediately repaired by the Landowner conducting such activity.

5. Use of Recreational Easements. The Recreational Easements are for the benefit of all Landowners and their guests. Each Landowner and his or her guests shall use the Recreational Easements at their own risk and in a manner that does not interfere with or prohibit the use thereof by any other Landowner or Landowners and their guests. Any Owner using the Recreational Easements acknowledges that the Recreational Easements are an easement over and across Parcels owned by other Landowners and specifically agrees: 1) to exercise due care so as not to cause any damage to such Parcels; 2) not to trespass beyond the boundaries of the Recreational Easements onto any Parcel; 3) to maintain control over any animals accompanying such Owner when on the Recreational Easements; and 4) not to allow guests to use the Recreational Easements without being accompanied by the Owner. The failure of any Owner to respect the private property of any other Landowner may result in such Owner being barred from future use of the Recreational Easements and may expose such Owner to legal action.

6. Use of Trash Easement. Provided that a community trash collection service is made available to the Parcels by the LTR Association as contemplated herein, each Landowner shall be required to participate in the community trash collection program and shall pay to the LTR Association such Landowner's respective share of the cost of such community trash collection services as set forth in Section 8 below.

Landowners shall have the right to use the Trash Easement for the limited purpose of depositing trash in the receptacles provided for such collection and only in accordance with any rules or regulations established by the LTR Association from time to time for the use of the Trash Easement. Any unauthorized use of the Trash Easement shall be strictly prohibited.

7. Road Maintenance and Repair. The LTR Association shall be responsible for engaging such reputable third party contractors as the LTR Association shall, in LTR Association's sole discretion, determine to maintain (including removing snow) and repair the Access Roads so that the Access Roads at all times provides adequate vehicular access for all Landowners. Snow removal shall not be required unless a snowfall exceeds six inches (6") as determined by LTR Association, in LTR Association's sole judgment. Any Landowner shall have the right to plow the Access Road at such Landowner's own expense so as to provide access to such Landowner's own Parcel, provided that any damage to the Access Road resulting from such activity shall be immediately repaired by the Landowner at such Landowner's sole expense.

8. Road Maintenance and Trash Collection Fees. The Owners of each Parcel shall pay to the LTR Association an annual road maintenance fee which shall be held in a bank account established for the purpose of holding such fees and any trash collection fees collected hereunder ("Fees"). The funds held in such LTR Association account shall be used to pay for costs reasonably incurred by the LTR Association for the repair and maintenance of the Access Roads, the repair or replacement of any signage within Legend Trail Ranch community, and the costs of the community trash collection service, if applicable. Funds held in the LTR Association account may also be used for any other costs or expenses reasonably deemed by the LTR Association to be necessary and related to the Access Roads, signage, and/or community trash collection.

The Fees shall be determined by the LTR Association for each calendar year based upon historical costs and communicated to all Landowners no later than January 5 of each calendar year. The Fees shall be paid by each Landowner to the LTR Association on or before January 15 of each calendar year without any further notice required. Fees shall be pro-rated for any Landowner acquiring title to a Parcel during any calendar year. For the purposes of this Agreement, the term of the road maintenance and trash collection year shall be from January 1 of each year to December 31 of the same year.

Any Fees collected but not used in any calendar year shall be held by the LTR Association to be applied against future costs. No Landowner shall be entitled to receive a refund of any portion of the annual road or trash collection fees paid to the LTR Association.

In the event that the annual costs for road maintenance and repair and/or trash collection exceed the amounts held in such account in any calendar year, the LTR Association shall be entitled to request additional payments from the Landowners to cover their respective shares of such additional costs, provided that the LTR Association has notified each of the Landowners in advance in writing before incurring the additional costs and has obtained the consent of the majority of the Landowners (except to the extent that the additional costs result from an emergency or event beyond the reasonable control of the LTR Association, in which event the LTR Association shall not be required to provide such notice or obtain such consent). Provided that the requirements of this Section have been met, the Landowners each agree to pay their respective share of additional costs within 30 days of receiving written request for payment from the LTR Association. Any Landowner who does not pay his, her or its respective share within a reasonable period of time after receiving such written notice shall pay all costs of collection, including reasonable attorney's fees, incurred by the LTR Association. For the purposes of this Agreement, each Landowner shall each be deemed to be responsible for an equal share of all repair and maintenance costs associated with the Access Roads (including Entrance Easement and signage), regardless of the location of such Landowner's Parcel, and an equal share of all trash collection fees incurred by the LTR Association in connection with the community trash collection service.

9. General Prohibitions. No Party shall undertake any work or any activity on or immediately adjacent to the Access Roads that would unreasonably jeopardize the soundness, safety or integrity of the Access Roads. No Party shall park, store or keep any vehicle on the Access Roads or any other item that obstructs or interferes with any other Party's use thereof. No Landowner shall install fencing or other gate barriers across any Access Road which would block the access of any Landowner to his, her or its Parcel, without first obtaining written permission from such affected Landowner(s) and providing all affected Parties with a key or code for such fencing or gate barrier. No activity shall be conducted on any part of the Access Roads and no improvements shall be made or constructed on any part of the Access Roads that would or might be unsafe or hazardous to any person or property. No permitted activity relating to the Utility Easement shall permanently impair or restrict the ability of any Landowner to utilize the Access Roads.

10. Access to Parcels. For purposes of repairing or maintaining the Access Roads, as may be reasonably required, the Landowners hereby agree that the LTR Association or LTR Association's designated contractor(s) may enter upon any Parcel for the limited purpose of completing any authorized maintenance or repair of said Access Roads, it being understood that the LTR Association shall reimburse the Landowner of the damaged Parcel for any damages caused to such Parcel as a result of said access. Such reimbursement shall be taken from the road maintenance fund established as set forth above. The Landowner(s) of any Parcel on whose behalf any permitted activity relating to the Utility Easement is undertaken shall immediately repair or cause to be repaired any resulting damages to the Access Road and/or any affected Lot at such Landowner's own expense.

11. Run with Land. The covenants, terms, conditions and restrictions of this Agreement are perpetual, shall be construed as covenants running with the land, and will be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors and assigns, and will be in effect in perpetuity unless terminated or amended as provided in this Agreement. The Parties shall record this Agreement in the real property records of Larimer County, Colorado, and each Landowner may re-record it at any time as may be required to preserve its rights in this Agreement.

12. Amendment and Termination. Except as otherwise provided in this Agreement, any provision contained in this Agreement may be amended, or additional provisions may be added to the Agreement, or this Agreement may be terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed and agreed upon by all of the Parties.

13. Miscellaneous. The invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any other provision of this Agreement. Failure to enforce any provision of this Agreement shall not operate as a waiver of any such provision, or of any other provision of this Agreement.

14. No Third Party Beneficiaries. ¶personal representatives, heirs, successors and assigns, and ¶

15. Attorney's Fees. In the event any Party shall breach or is otherwise in default of this Agreement, said defaulting Party shall be liable to the non-defaulting Party or Parties, in addition to any other remedies available, for all costs, expenses, and reasonable attorney's fees incurred in enforcing this Agreement.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement on the date(s) set forth below.

LANDOWNERS:

Parcels 1, 2, 3, 5, 6, 7, 8, 9, 10, and 11

Cheryl W Rennels
Cheryl W. Rennels

The Duane Rennels Disclaimer Trust created under the Last Will and Testament Dated October 26, 2006

Cheryl W Rennels
Cheryl W. Rennels, Trustee

STATE OF COLORADO)

) ss.

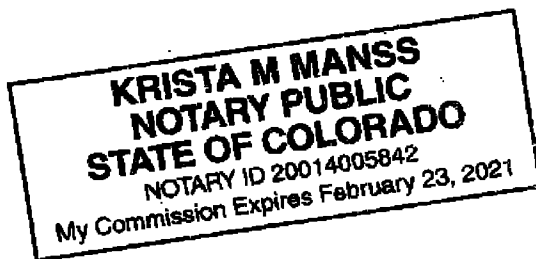
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 31st day of August, 2018, by Cheryl W. Rennels, individually and as Trustee of the Duane Rennels Disclaimer Trust created under the Last Will and Testament Dated October 26, 2006.

Witness my hand and official seal.

My commission expires: 2/23/2021

Krista M Manss
Notary Public



Parcel 4

The Hunget Family Trust dated July 31, 2013

Alan W. Hunget

Trustee

Alan Wesley Hunget

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

Rebecca L. Hunget

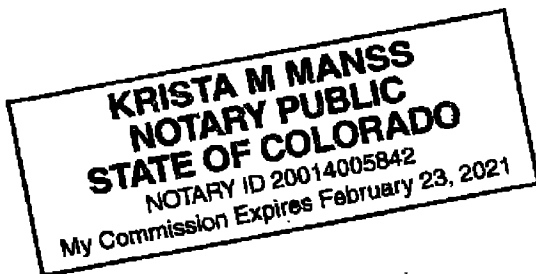
Trustee

Rebecca Louise Hunget

The foregoing instrument was acknowledged before me this 31st day of August, 2018, by Alan Wesley and _____, Trustees of The Hunget Family Trust dated July 31, 2013. Hunget and Rebecca Louise Hunget

Witness my hand and official seal.

My commission expires: 2/23/2021



Krista M Manss

Notary Public

EXHIBIT A

Legal Descriptions of Parcels

Parcel 1

A parcel of land situate in Northwest $\frac{1}{4}$ of Section 23, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence S 89°08'51" E for a distance of 157.18 feet along the North line of Section 23, said Township 10 North, Range 70 West to the POINT OF BEGINNING;

thence S 89°08'51" E for a distance of 1116.62 feet continuing along said North line to the West $\frac{1}{16}$ corner of Sections 14|23;

thence S 00°31'45" E for a distance of 1350.67 feet along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 23 to the Northwest $\frac{1}{16}$ corner of said Section 23;

thence S 89°48'04" W for a distance of 1124.22 feet;

thence N 00°11'56" W for a distance of 1371.14 feet to the Point of Beginning.

Containing 35.00 acres more or less.

Parcel 2

A parcel of land situate in Northwest $\frac{1}{4}$ of Section 23, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence S 89°08'51" E for a distance of 1273.80 feet along the North line of Section 23 said Township 10 North, Range 70 West to the West $\frac{1}{16}$ corner of Sections 14|23;

thence S 00°31'45" E for a distance of 1350.67 feet along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 23 to the Northwest $\frac{1}{16}$ corner of said Section 23, said point also being the POINT OF BEGINNING;

thence S 00°31'45" E for a distance of 1345.97 feet continuing along the said East line to the West $\frac{1}{16}$ corner of said Section 23;

thence S 89°14'30" W for a distance of 1132.04 feet along the East-West centerline of said Section 23;

thence N 00°11'56" W for a distance of 1357.01 feet;

thence N 89°48'04" E for a distance of 1124.22 feet to the Point of Beginning.

Containing 35.00 acres more or less.

Parcel 3

A parcel of land situate in Northwest $\frac{1}{4}$ of Section 23 and the East $\frac{1}{2}$ of Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S $89^{\circ}36'45''$ E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence S $89^{\circ}08'51''$ E for a distance of 1273.80 feet along the North line of Section 23 said Township 10 North, Range 70 West to the West $\frac{1}{16}$ corner of Sections 14|23;

thence S $00^{\circ}31'45''$ E for a distance of 2696.65 feet along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 23 to the West $\frac{1}{16}$ corner of said Section 23;

thence S $89^{\circ}14'30''$ W for a distance of 1132.04 feet along the East-West Centerline of the aforesaid Section 23 to the POINT OF BEGINNING;

thence S $89^{\circ}14'30''$ W for a distance of 157.16 feet continuing along said East-West Centerline to the East $\frac{1}{4}$ corner of the aforesaid Section 22;

thence S $00^{\circ}11'56''$ E for a distance of 399.77 feet along the East line of the Southeast $\frac{1}{4}$ of said Section 22;

thence S $89^{\circ}48'04''$ W for a distance of 1111.40 feet;

thence N $01^{\circ}19'30''$ W for a distance of 729.17 feet;

thence N $51^{\circ}03'38''$ E for a distance of 1644.75 feet;

thence S $00^{\circ}11'56''$ E for a distance of 1357.01 feet to the Point of Beginning.

Containing 35.06 acres more or less.

Parcel 4

A parcel of land situate in Southeast $\frac{1}{4}$ of Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence S 89°08'51" E for a distance of 1273.80 feet along the North line of Section 23, said Township 10 North, Range 70 West to the West $\frac{1}{16}$ corner of Sections 14|23;
thence S 00°31'45" E for a distance of 2696.65 feet along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 23 to the West $\frac{1}{16}$ corner of said Section 23;
thence S 89°14'30" W for a distance of 1289.19 feet along the East-West Centerline of the aforesaid Section 23 to the East $\frac{1}{4}$ corner of the aforesaid Section 22;
thence S 00°11'56" E for a distance of 399.77 feet along the East line of the Southeast $\frac{1}{4}$ of said Section 22 to the POINT OF BEGINNING;
thence S 00°11'56" E for a distance of 1391.50 feet continuing along said East line;
thence S 89°48'04" W for a distance of 1084.04 feet;
thence N 01°19'30" W for a distance of 1391.77 feet;
thence N 89°48'04" E for a distance of 1111.40 feet to the Point of Beginning.

Containing 35.07 acres more or less.

Parcel 5

A parcel of land situate in Northeast $\frac{1}{4}$ of Section 22 and the Northwest $\frac{1}{4}$ of Section 23, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

BEGINNING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence S 89°08'51" E for a distance of 157.18 feet along the North line of Section 23 said Township 10 North, Range 70 West;
thence S 00°11'56" E for a distance of 1371.14 feet;
thence N 61°37'14" W for a distance of 2006.53 feet to the Southeasterly right of way line for Larimer County Road 80;
thence N 32°46'40" E for a distance 501.91 feet along said Southeasterly right of way line to the North line of said Section 22;
thence S 89°36'45" E for a distance of 1327.44 feet along said North line to the Point of Beginning.

Containing 35.09 acres more or less.

Parcel 6

A parcel of land situate in Northeast $\frac{1}{4}$ of Section 22 and the Northwest $\frac{1}{4}$ of Section 23, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence N 89°36'45" W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;

thence S 32°46'40" W for a distance of 509.91 feet along said Southeasterly right of way line to the POINT OF BEGINNING;

thence S 32°46'40" W for a distance of 834.02 feet continuing along said Southeasterly right of way line; thence

thence S 62°37'03" E for a distance 1735.85 feet;

thence N 51°03'38" E for a distance of 868.52 feet;

thence N 61°37'14" W for a distance of 2006.53 feet to a point on the aforesaid Southeasterly right of way line, said point also being the Point of Beginning.

Containing 35.00 acres more or less.

Parcel 7

A parcel of land situate in North $\frac{1}{2}$ of Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S $89^{\circ}36'45''$ E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence N $89^{\circ}36'45''$ W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;

thence S $32^{\circ}46'40''$ W for a distance of 1343.93 feet along said Southeasterly right of way line to the POINT OF BEGINNING;

thence S $32^{\circ}39'07''$ W for a distance of 1196.77 feet along said Southeasterly right of way line;

thence S $57^{\circ}20'53''$ E for a distance 100.00 feet;

thence S $81^{\circ}28'41''$ E for a distance of 1515.84 feet;

thence N $51^{\circ}03'38''$ E for a distance of 776.23 feet;

thence N $62^{\circ}37'03''$ W for a distance of 1735.85 feet to a point on the aforesaid Southeasterly right of way line, said point also being the Point of Beginning.

Containing 35.25 acres more or less.

Parcel 8

A parcel of land situate in Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S $89^{\circ}36'45''$ E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence N $89^{\circ}36'45''$ W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;

thence S $32^{\circ}46'40''$ W for a distance of 1343.93 feet along said Southeasterly right of way line;

thence S $32^{\circ}39'07''$ W for a distance of 1196.77 feet along said Southeasterly right of way line to the POINT OF BEGINNING;

thence S $32^{\circ}39'07''$ W for a distance of 427.89 feet continuing along said Southeasterly right of way line;

thence S $32^{\circ}36'15''$ W for a distance 318.26 feet along said Southeasterly right of way line;

thence S $71^{\circ}53'15''$ E for a distance of 2113.68 feet;

thence N $01^{\circ}19'30''$ W for a distance of 1007.16 feet;

thence N $81^{\circ}28'41''$ W for a distance of 1515.84 feet;

thence N $57^{\circ}20'53''$ W for a distance of 100.00 feet to a point on the aforesaid Southeasterly right of way line, said point also being the Point of Beginning.

Containing 35.04 acres more or less.

Parcel 9

A parcel of land situate in Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence N 89°36'45" W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;

thence S 32°46'40" W for a distance of 1343.93 feet along said Southeasterly right of way line;

thence S 32°39'07" W for a distance of 1624.66 feet along said Southeasterly right of way line;

thence S 32°36'15" W for a distance of 318.26 feet along said Southeasterly right of way line to the POINT OF BEGINNING;

thence S 32°36'15" W for a distance of 650.64 feet continuing along said Southeasterly right of way line;

thence S 70°33'22" E for a distance 2520.14 feet;

thence N 01°19'30" W for a distance of 730.11 feet;

thence N 71°53'15" W for a distance of 2113.68 feet to a point on the aforesaid Southeasterly right of way line, said point also being the Point of Beginning.

Containing 35.03 acres more or less.

Parcel 10

A parcel of land situate in the South $\frac{1}{2}$ of Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence N 89°36'45" W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;
thence S 32°46'40" W for a distance of 1343.93 feet along said Southeasterly right of way line;
thence S 32°39'07" W for a distance of 1624.66 feet along said Southeasterly right of way line;
thence S 32°36'15" W for a distance of 968.90 feet along said Southeasterly right of way line to the POINT OF BEGINNING;
thence S 32°36'15" W for a distance of 516.52 feet continuing along said Southeasterly right of way line;
thence S 61°09'58" E for a distance 1105.74 feet to the approximate centerline of the North Poudre Irrigation Ditch;
thence along said centerline the following courses;
thence N 65°18'19" E for a distance of 54.33 feet;
thence S 84°13'40" E for a distance of 220.92 feet;
thence S 86°30'35" E for a distance of 165.33 feet;
thence S 56°58'02" E for a distance of 221.99 feet;
thence S 58°32'25" E for a distance of 242.39 feet;
thence departing the aforesaid centerline N 89°48'04" E for a distance of 867.90 feet;
thence N 01°19'30" W for a distance of 383.67 feet;
thence N 70°33'22" W for a distance of 2520.14 feet to a point on the aforesaid Southeasterly right of way line, said point also being the Point of Beginning.

Containing 35.06 acres more or less.

Parcel 11

A parcel of land situate in Southeast $\frac{1}{4}$ of Section 22 and the Northeast $\frac{1}{4}$ of Section 27, all in Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence S 89°08'51" E for a distance of 1273.80 feet along the North line of Section 23, said Township 10 North, Range 70 West to the West $\frac{1}{16}$ corner of Sections 14|23;
thence S 00°31'45" E for a distance of 2696.65 feet along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 23 to the West $\frac{1}{16}$ corner of said Section 23;
thence S 89°14'30" W for a distance of 1289.19 feet along the East-West centerline of the aforesaid Section 23 to the East $\frac{1}{4}$ corner of aforesaid Section 22;
thence S 00°11'56" E for a distance of 1791.27 feet along the East line of the Southeast $\frac{1}{4}$ of said Section 22 to the POINT OF BEGINNING;
thence S 00°11'56" E for a distance of 941.30 feet continuing along said East line to the Southeast corner of said Section 22;

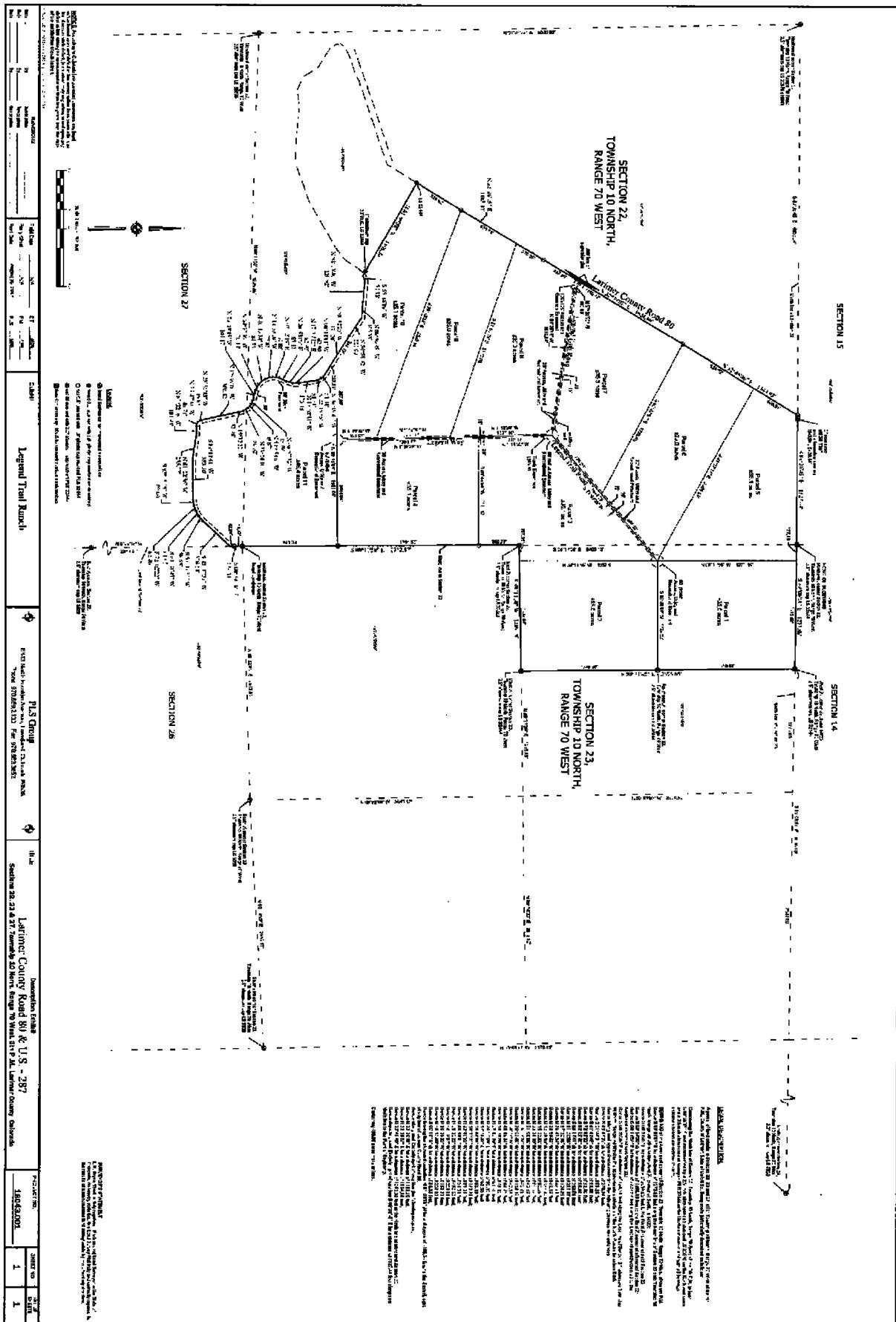
thence S 00°39'36" E for a distance of 124.21 feet along the East line of Section 27, of the aforesaid Township 10 North, Range 70 West of the 6th P.M. to the approximate centerline of the North Poudre Irrigation Ditch;
thence along said approximate centerline the following courses and distances;
thence S 43°47'35" W for a distance of 376.14 feet;
thence S 51°44'31" W for a distance of 58.65 feet;
thence S 61°41'45" W for a distance of 61.05 feet;
thence S 72°02'22" W for a distance of 62.40 feet;
thence S 82°15'48" W for a distance of 60.06 feet;
thence S 89°11'41" W for a distance of 393.56 feet;
thence N 81°22'56" W for a distance of 255.77 feet;
thence N 87°32'16" W for a distance of 104.95 feet;
thence N 76°47'34" W for a distance of 46.71 feet;
thence N 23°50'43" W for a distance of 45.87 feet;
thence N 12°39'10" W for a distance of 366.42 feet;
thence N 15°32'22" W for a distance of 52.96 feet;
thence N 33°34'10" W for a distance of 56.62 feet;
thence N 51°05'06" W for a distance of 49.87 feet;
thence N 66°57'32" W for a distance of 45.79 feet;
thence N 76°03'45" W for a distance of 104.17 feet;
thence N 64°37'56" W for a distance of 70.14 feet;
thence N 40°16'34" W for a distance of 84.75 feet;
thence N 14°39'28" W for a distance of 77.85 feet;
thence N 07°12'19" E for a distance of 61.88 feet;
thence N 26°53'09" E for a distance of 85.13 feet;
thence N 17°34'42" E for a distance of 62.90 feet;
thence N 00°44'04" W for a distance of 62.90 feet;
thence N 10°02'31" W for a distance of 173.48 feet;
thence N 22°15'55" W for a distance of 51.31 feet;
thence N 46°19'01" W for a distance of 51.31 feet;
thence N 58°32'25" W for a distance of 227.81 feet;
thence departing said centerline N 89°48'04" E for a distance of 1951.94 feet to the aforesaid East line of the Southeast ¹/₄ of said Section 22, said point also being the Point of Beginning.

Containing 49.44 acres more or less.

Depiction of Access Roads, Utility, Recreational, Trash and Entrance Easements

Land Survey Plat

(Attached)



Section	14	15	22	23	27	28
Acres	360.00	360.00	360.00	360.00	360.00	360.00
Subdivisions	1	1	1	1	1	1

NOTES:
 1. The plat is subject to all existing and future recorded interests.
 2. The plat is subject to all existing and future recorded easements.
 3. The plat is subject to all existing and future recorded covenants.
 4. The plat is subject to all existing and future recorded restrictions.
 5. The plat is subject to all existing and future recorded conditions.
 6. The plat is subject to all existing and future recorded exceptions.
 7. The plat is subject to all existing and future recorded reservations.
 8. The plat is subject to all existing and future recorded rights.
 9. The plat is subject to all existing and future recorded powers.
 10. The plat is subject to all existing and future recorded authorities.
 11. The plat is subject to all existing and future recorded jurisdictions.
 12. The plat is subject to all existing and future recorded powers.
 13. The plat is subject to all existing and future recorded authorities.
 14. The plat is subject to all existing and future recorded jurisdictions.

LEGEND:
 Solid line: Section boundary
 Dashed line: Township boundary
 Dotted line: Easement boundary
 Solid line with arrows: Road right-of-way
 Solid line with 'X': Well location
 Solid line with 'P': Pipeline location
 Solid line with 'E': Electric line location
 Solid line with 'G': Gas line location
 Solid line with 'W': Water line location
 Solid line with 'S': Sewer line location
 Solid line with 'C': Cable line location
 Solid line with 'F': Fencing location
 Solid line with 'D': Ditch location
 Solid line with 'R': Road location
 Solid line with 'L': Lake location
 Solid line with 'T': Trail location
 Solid line with 'B': Branch location

PLAT INFORMATION:
 Township: 10 North
 Range: 70 West
 Section: 22, 23, 27, 28
 Plat No.: 18 of 19
 Date: 9/4/2018

OWNER INFORMATION:
 Larimer County Road 80 & U.S. - 287
 Section 22, 23, 27, 28 North, Range 70 West, Township 10 North, Larimer County, Colorado

RECORDING INFORMATION:
 Recorder: Angela Myers
 Clerk & Recorder, Larimer County, CO
 Date: 9/4/2018

ADDITIONAL NOTES:
 This plat is a reproduction of the original plat on file in the Larimer County Clerk & Recorder's Office. It is subject to all existing and future recorded interests, easements, covenants, restrictions, conditions, exceptions, reservations, rights, powers, authorities, and jurisdictions.

DISCLAIMER:
 The Larimer County Clerk & Recorder is not responsible for the accuracy of the information on this plat. It is the responsibility of the user to verify the accuracy of the information on this plat.

CONTACT INFORMATION:
 Larimer County Clerk & Recorder
 1000 14th Street, Suite 100
 Fort Collins, CO 80501
 Phone: 970.221.1234
 Fax: 970.221.1235
 Email: clerk@larimercounty.com

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EXHIBIT C

Legal Descriptions of Easements

Access Roads, Utility and Recreational Easements

A parcel of land situate in Sections 22 and 23, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being a 30 foot wide easement and 15 feet on each of the following described centerline:
Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear N 89°36'45" W and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.
COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.;
thence N 89°36'45" W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;
thence S 32°46'40" W for a distance of 1343.93 feet along said Southeasterly right of way line;
thence S 32°39'07" W for a distance of 1196.77 feet along said Southeasterly right of way line to the POINT OF BEGINNING;
thence S 57°20'53" E for a distance of 100.00 feet;
thence S 81°28'41" E for a distance of 1515.84 feet to a point designated as "Point A";
thence N 51°03'38" E for a distance of 1644.75 feet to a point designated as "Point B", said point also being the point of TERMINUS.
Also beginning at said "Point A";
thence S 01°19'30" E for a distance of 2120.94 feet to a point designated as "Point C", said point also being the point of TERMINUS.
Also three 60 foot radius circles centered on the aforesaid Points A, B and C.
Containing 4.281 acres more or less.

Trash Easement

A parcel of land situate in Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:
Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.
COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.
thence N 89°36'45" W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;
thence S 32°46'40" W for a distance of 1343.93 feet along said Southeasterly right of way line;
thence S 32°39'07" W for a distance of 1196.77 feet along said Southeasterly right of way line;
thence S 57°20'53" E for a distance of 100.00 feet;
thence S 81°28'41" E for a distance of 1515.84 feet;
thence S 49°54'56" E for a distance of 60.00 feet to the POINT OF BEGINNING;
thence S 01°19'30" E for a distance of 48.41 feet;
thence S 88°40'30" W for a distance of 30.00 feet;
thence N 01°19'30" W for a distance of 30.00 feet to a point on a non-tangent curve, concave to the Northwest, having a radius of 60.00 feet, a chord bearing of N 57°08'27" E and a chord length of 35.20 feet;
thence Northeasterly along the arc of said curve for a distance of 35.72 feet, through a central angle of 34°06'46" to the end of the curve and to the Point of Beginning.
Containing 1,114 sq. ft. more or less.

Entrance Easement

A parcel of land situate in the North 1/2 of Section 22, Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:
Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear N 89°36'45" W and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.
COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.;
thence N 89°36'45" W for a distance of 1327.44 feet along the North line of said Section 22 to a point on the Southeasterly right of way line for Larimer County Road 80;
thence S 32°46'40" W for a distance of 1343.93 feet along said Southeasterly right of way line;
thence S 32°39'07" W for a distance of 1146.77 feet along said Southeasterly right of way line to the POINT OF BEGINNING;
thence S 32°39'07" W for a distance of 100.00 feet continuing along said Southeasterly right of way line;
thence S 57°20'53" E for a distance of 100.00 feet;
thence N 32°39'07" E for a distance of 100.00 feet;
thence N 57°20'53" W for a distance of 100.00 feet the Point of Beginning.
Containing 10,000 sq. ft. more or less.