



COLORADO
Division of Reclamation,
Mining and Safety
Department of Natural Resources

Date: _____

RE: Need for State Reclamation Permit: “Is It Mining?”

Name: _____

Street

Address: _____

Telephone:

() _____

Mobile:

() _____

Email

Address: _____

Enclosed are pertinent sections of the Colorado Mined Land Reclamation Board (Board) Rules governing activities that do not require a reclamation permit. To determine if you need a permit for you proposed activity, first check Rule 1.2 which describes activities the Board has determined do not require state reclamation permits. If you find a match, you can proceed based on your interpretation of the rule, but at your own risk. If you are uncertain how the Rule may apply to your activity, you should answer the list of questions below with as much detail as possible. Please feel free to use additional paper, maps, and attachments to explain your project.

Please include in your determination request answers to the following questions:

1. Please provide the legal location of the proposed project and submit a site map that clearly delineates the location of the proposed extraction site and the location of the nearest city, town, and county location name.

Section:

Township:

Range:

PM

Or NAD 27 X UTM
GPS

Y UTM

Direction and Miles to
nearest town/city:

County:



2. Is the site of material extraction on public or privately owned property?

Public

Private

3. What type(s) of material or metal is/are proposed to be extracted and describe the physical nature of the site i.e., river terrace, rocky knob, in-stream gravel deposit, etc.?

4. What processing or extraction method(s) will be used on site? Include any equipment or chemical(s) that will be used in the processing and extraction of the materials.

5. Will the extracted material be hauled offsite or used on the same parcel of property where the material is extracted?

6. How will the extracted material be used on site?

7. If the material is hauled offsite, where will it be hauled to and what is the intended use?

8. What is the approximate areal extent of the proposed extraction in acres?

_____ *On undisturbed land on City of Colorado Springs Parcel outside of CO DMRS Permitted Area Pikeview Quarry Permit M-1977-211, Amendment 4.*

9. To what approximate depth will the extraction extend?

_____ *Grading will result in adjusting the toe of the slope and ridge line, shifting the slope horizontally, as the material is removed. The finished slope will be 3:1 max. The result will not create a hole, depression or open pit.*

10. In cubic yards, approximately how much material will be removed:

11. Will material extraction involve the use of explosives?

Yes _____ No _____

12. Will site of extraction result in the exposure of tributary ground water?

Yes _____ No _____

13. Will either the landowner or the mine site operator receive any type of compensation, i.e., monetary, in-kind, haulage fees, etc., from the proposed material extraction?

Yes _____ No _____

14. Please supply a copy of any documents that will ensure that the area of extraction will be reclaimed to some beneficial land use once extraction activities have been completed. *Included as an attachment*

15. Do you have permits for this activity from any other governmental agencies such as building, construction, or grading permits, and if so, what are they?

16. Are there state/federal/local agency participants in terms of funding?

	Yes	No
Funding	_____	_____
	Yes	No
Design	_____	_____

Percentages

State _____ Federal _____ Local Agency _____

17. What post mining land uses will be made of the extraction and why? (This question helps us determine the intent of the activity.)

18. What types and sizes of equipment will be used in the extraction?

Please send the completed questionnaire to the Division at the address above for review. The Board has directed the Division to make a decision based on the information you have supplied. We trust that the activities will be performed as represented. If we receive a complaint, we are required by law to conduct an inspection of the site. Which could result in a violation, a cease and desist order, and other corrective actions including submittal of a permit application.

If you have any questions, please contact the Division at (303)866-3567. Please feel free to visit our web site at: <https://colorado.gov/drms> for further access to the full Act and Rules governing extraction of metals, non-metals, and construction materials in the State of Colorado.

Sincerely,

Division of Reclamation, Mining and Safety Staff

Enclosure: Rule 1.2 excerpt for Hard Rock Metal Mines and Construction Materials
Rule 1.2 excerpt for Hard Rock/Metal Mining

1.2 SCOPE OF RULES AND ACTIVITIES THAT DO NOT REQUIRE A RECLAMATION PERMIT

1.2.1 Specified by Rule

The Board has determined that certain types of activities do not need reclamation permits either because the excavated substance is not a mineral as defined in Section 34-32-103(7), Colorado Revised Statutes 1984, as amended or because the activity is not a mining operation as defined by Section 34-32-103(8), C.R.S. 1984, as amended. Such activities include the following:

- (a) the exploration and extraction of natural petroleum in a liquid or gaseous state by means of wells or pipe;
- (b) the development or extraction of coal (refer to the Colorado Surface Coal Mining Reclamation Act Section 34-33-101, et seq., C.R.S. 1984, as amended);
- (c) smelting, refining, cleaning, preparation, transportation, and other off site operations not conducted on affected land;
- (d) a custom mill.

1.2 ACTIVITIES THAT DO NOT REQUIRE A RECLAMATION PERMIT

103(3) and
(13)

1.2.1 Specified by Rule

The Board has determined that certain types of activities do not need reclamation permits either because the excavated substance is not a construction material as defined in Section 34-32.5-103(3), Colorado Revised Statutes 1984, as amended or because the activity is not a mining operation as defined by Section 34-32.5-103(13), C.R.S. 1984, as amended. Such activities include the following:

- (a) the exploration and extraction of natural petroleum in a liquid or gaseous state by means of wells or pipe:
- (b) the development or extraction of coal (refer to the Colorado Surface Coal Mining Reclamation Act Section 34-33-101, et seq., C.R.S. 1984, as amended);
- (c) cleaning, preparation, transportation, and other off-site operations not conducted on permitted land: and
- (d) the extraction of geothermal or groundwater resources.

1.2.2 Reserved

1.2.3 Reserved

1.2.4 Extraction or Exploration on Federal Lands

Any person who intends to extract or explore for construction materials on federal lands shall apply for a Mined Land Reclamation Board permit or submit a Notice of Intent to conduct exploration operations unless specifically exempted by the Board according to the provisions of this Subsection 1.2.

Recording requested by
And when recorded mail to:

David W. Isbell, Esq.
Hogan Lovells US LLP
2 North Cascade Ave., Suite 1300
Colorado Springs, CO 80903

ACCESS EASEMENT AND FILL DIRT REMOVAL AGREEMENT

THIS ACCESS EASEMENT AND FILL DIRT REMOVAL AGREEMENT (“Agreement”) is made this ___ day of September, 2020 (the “Effective Date”), by and between **THE CONSERVATION FUND, a Maryland non-profit corporation** (hereinafter called the “Grantor”), whose address is 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209, to and for the benefit of **CASTLE CONCRETE COMPANY, a Colorado corporation** (“Grantee”), whose address is 7250 Allegheny Drive, Colorado Springs, Colorado 80919, all with respect to the following:

WITNESSETH

WHEREAS, pursuant to that certain “Contract For Sale Of Real Estate” dated September 11, 2020 and entered into between Grantor, Grantee, and Castle Rebar and Supply Company, a Colorado corporation (“Grantee’s Affiliate”) (the “Purchase Agreement”), Grantee, together with Grantee’s Affiliate, sold and conveyed to Grantor certain real property comprising approximately 151.538 acres and being more particularly described in the Purchase Agreement as the “Land” and commonly referred to between the parties as the “Buffer Property”, which Buffer Property is more particularly described in Exhibit A attached hereto;

WHEREAS, as disclosed in Section 15 “Access Easement And Fill Dirt Removal Agreement” of the Purchase Agreement, Grantee and the City of Colorado Springs (the “City”) concurrently entered into that certain “Agreement For The Donation Of Real Property” dated September 11, 2020 (the “Donation Agreement”), pursuant to which Grantee agreed to donate certain other real property to the City legally described on Exhibit B attached hereto (the “Donation Property”), which Donation Property is located adjacent to the Buffer Property conveyed to Grantor, and which Donation Property Grantee previously operated as a rock, sand and gravel quarry commonly referred to as the “Pikeview Quarry”;

WHEREAS, Grantor, Grantee and the City each intend for the Buffer Property and the Donation Property to ultimately be owned by the City for its future development of the same as a bike park and an open space recreation area for public use, and in connection therewith, Grantor intends to eventually convey all of the Buffer Property to the City for such purposes, all subject to the City’s acceptance of the same pursuant to the terms of the Donation Agreement;

WHEREAS, pursuant to the terms of the Donation Agreement, Grantee continues to own the Donation Property as of the Effective Date and remains obligated under the Donation Agreement to complete or cause the completion of certain reclamation work upon the Donation Property, all as a condition to Grantee's final conveyance and the City's final acceptance of the Donation Property following substantial completion of such reclamation work;

WHEREAS, as disclosed in Section 15 "Access Easement And Fill Dirt Removal Agreement" of the Purchase Agreement, Grantor, Grantee and the City each recognize that in order for Grantee to complete or cause the completion of the reclamation work contemplated for the Donation Property as described in the Donation Agreement, Grantee or its contractors or other entity engaged to complete the reclamation work will be required to and shall have the right to enter upon those portions of the Buffer Property comprising the fill dirt borrow area (as identified in Exhibit C attached hereto, the "Fill Dirt Borrow Area") and the existing haul road, each of which are located upon the Buffer Property and each of which are legally described and depicted on Exhibit C attached hereto (collectively, the "Easement Area Property") to grade and extract fill dirt (the "Fill Dirt") from the Fill Dirt Borrow Area portion of the Easement Area Property;

WHEREAS, in furtherance of all of the foregoing, Grantor now desires to grant and convey to Grantee a non-exclusive easement over and across the Easement Area Property, including the Fill Dirt Borrow Area and the existing haul road, all for the purpose of enabling Grantee, its employees, contractors, subcontractors, agents, successors and assigns to enter upon the Buffer Property and access the Easement Area Property, and to grade and remove Fill Dirt and related materials from the Fill Dirt Borrow Area portion of the Easement Area Property, all as more particularly specified herein and subject to the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee further desire that the Easement (as defined herein): (i) run with and be a burden upon the Easement Area Property portion of the Buffer Property and be a benefit to Grantee, its employees, contractors, subcontractors, agents, successors and assigns, (ii) be appurtenant to and be a part of and benefit the Donation Property, and (iii) remain an Easement, burden and encumbrance upon the Easement Area Property portion of the Buffer Property, and Grantor and all successors and assigns of Grantor and Grantor's interest in and to the Easement Area Property portion of the Buffer Property for the term of the Easement; and

WHEREAS, Grantor and Grantee are now entering into this Agreement in furtherance of the foregoing.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby forever and irrevocably grants and conveys to Grantee, its employees, contractors, subcontractors, agents, successors and assigns, and warrants title to the same against all persons claiming by, through, or under Grantor, a non-exclusive easement on, over and across the Easement Area Property (the "Easement"), which Easement shall be for the purpose of: (i) ingress, egress and entry upon the Easement Area Property (including through use of the existing haul road), including the construction of certain haul roads, drainage ditches, culverts and gates, if any, all so that such haul roads can be maintained as a viable means of pedestrian and vehicular ingress and egress to and from the Easement Area Property, and other related improvements as required in connection with Grantee's conducting the grading work and Fill Dirt removal from the Fill Dirt Borrow Area portion of the Easement Area Property, all at Grantee's sole cost and expense, (ii) removal of no more than 2.2 million cubic yards (2.2M yds³) of Fill Dirt from the Fill Dirt Borrow Area portion of the Easement Area Property (the "Maximum Fill Dirt Removal Amount") pursuant to the grading plan for the Easement Area Property set forth and described in **Exhibit D** attached hereto (the "Grading Plan"), (iii) parking, storage and operation of excavation and earth moving equipment, construction vehicles, construction equipment, construction trailers, and other heavy equipment and materials upon the Fill Dirt Borrow Area portion of the Easement Area Property as necessary to accommodate Grantee's grading and Fill Dirt removal and other construction activities upon the Fill Dirt Borrow Area portion of the Easement Area Property, (iv) stockpiling of the Fill Dirt and other rocks or other materials on the Fill Dirt Borrow Area portion of the Easement Area Property in connection with the grading and Fill Dirt removal work pursuant to the Grading Plan, and (v) conducting such other work and activities thereon associated with such grading and Fill Dirt removal operations, all such rights to commence as of the Effective Date of this Easement. Grantor and Grantee mutually acknowledge that the Grading Plan requires approval from governmental agencies having jurisdiction over the Easement Area Property. Therefore, Grantor and Grantee shall cooperate in good faith with one another to amend the Grading Plan to the extent needed in order to secure any required governmental approvals.

In connection with Grantee's Fill Dirt removal efforts and subject to the provisions below, Grantor and Grantee each agree that Grantee shall not enter upon or commence any of the grading work upon or removal of Fill Dirt from the Fill Dirt Borrow Area portion of the Easement Area Property until such time as Grantor has obtained, at its sole cost and expense and as soon as reasonably possible, a grading permit (or other equivalent permit) for the grading contemplated by the Grading Plan as required by applicable governmental authorities and as necessary for Grantee's entry upon and grading of the Fill Dirt Borrow Area portion of the Easement Area Property and removal of the Fill Dirt therefrom in accordance with the Grading

Plan, including, without limitation, the City's approval of the Grading Plan. If requested, Grantor shall furnish Grantee with evidence of such permits and authorizations. Grantor and Grantee each recognize that timely completion of the reclamation work contemplated for the Donation Property as described in the Donation Agreement pursuant to Grantee's plans and budget requires timely access to and timely use of the Fill Dirt from the Fill Dirt Borrow Area portion of the Easement Area Property. In recognition thereof, Grantor agrees to apply for, process and obtain, at its sole cost and expense and as soon as reasonably possible, the grading permit (or other equivalent permit) for the grading contemplated by the Grading Plan as required applicable governmental authorities and as necessary for Grantee's entry upon and grading of the Fill Dirt Borrow Area portion of the Easement Area Property and removal of the Fill Dirt therefrom in accordance with the Grading Plan, including, without limitation, the City's approval of the Grading Plan. Grantor and Grantee each agree to cooperate in good faith with one another in obtaining such requisite grading permit (or other equivalent permit), including, without limitation, execution and submission of any documents requiring signatures from Grantor as owner of the Easement Area Property.

2. **Term of Easement.** The term of the Easement (the "Term") shall commence upon the Effective Date and shall continue until such time as Grantee has (i) completed all grading and removed all Fill Dirt from the Fill Dirt Borrow Area portion of the Easement Area Property as Grantee deems necessary to complete the reclamation work upon the Donation Property up to the Maximum Fill Dirt Removal Amount, all as confirmed in writing from Grantee to Grantor, and (ii) completed all reclamation and grading work required by applicable governmental authorities pursuant to relevant permits and authorizations, provided, however, that the Grantor may, in writing, waive the obligation of Grantee to perform reclamation work in Grantor's sole discretion. Upon expiration of the Term of this Easement, Grantee agrees that it shall, upon the written request of Grantor, execute a document for recordation in the real property records of El Paso County, Colorado confirming the termination of this Agreement and the Easement created hereby.

3. **Maintenance of Easement.** Grantee, at its expense, shall keep the Easement Area Property in a state of good condition and repair, including periodic watering of the Easement Area Property for purposes of dust abatement. Grantee shall erect, at its sole cost and expense, temporary protective barriers such as plastic crowd control fencing to ensure stockpiling and parking is contained, all as required by applicable law. Maintenance and repair of any haul roads may further include, as necessary and without limitation, periodic grading and re-grading, snow plowing, snow storage and removal, placement and replacement of road material (pitrun and/or roadbase), construction and repair of culverts and periodic cleaning of any drainage ditches along such haul roads for proper drainage. Paving of the road surface shall not be permitted without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall further have the right to conduct all other maintenance and repair of any such haul roads as Grantee desires or deems necessary to maintain the same in a state of good condition and repair.

4. **Liens; No Denial of Access.** Grantee shall not suffer or permit to be enforced against the Easement Area Property, or any part thereof, any mechanic's, materialmen's, contractor's or subcontractor's liens or any claims for damages arising from any permitted use of the Easement Area Property. Grantee shall pay or cause to be paid all of said liens, claims or damages before any action is brought to enforce same against the Easement Area Property. Grantee expressly agrees to protect, defend, indemnify and hold Grantor and the Easement Area Property harmless from and against all liability for any and all such liens, claims and demands arising as a result of Grantee's work on the Easement Area Property, together with reasonable attorney's fees and all costs and expenses in connection therewith. Under no circumstances shall access be denied to or from any portion of the Easement Area Property for emergency vehicles (police, fire and ambulance).

5. **Grantor Not Liable; Grantor Reserved Rights.** Grantee and its employees, contractors, subcontractors and agents understand and agree that they shall enter upon the Easement Area Property at their own risk. Grantor shall have no duty to inspect the Easement Area Property to which the Easement applies and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the Easement Area Property or that might be incurred in the exercise of the rights granted herein. Grantor shall not be responsible for any loss or theft of or damage to any of the equipment or vehicles or any items located therein while on or about the Easement Area Property. Grantee, as a material part of the consideration of this Agreement, waives all claims or damages against Grantor for any such loss, damage, or injury of Grantee or its employees, contractors, subcontractors or agents, except to the extent caused by the negligence or willful misconduct of Grantor. Grantor reserves the right for itself and for its successors and assigns to use and occupy the Easement Area Property for any and all uses and purposes not inconsistent with any Grantee's use thereof for the purposes herein described; provided, however, that Grantor's use and occupancy of all or any portion of the Easement Area Property shall not interfere with Grantee's grading and Fill Dirt removal operations contemplated by this Agreement, and provided further that Grantor shall not be permitted to install fences, gates, cattle guards, and any other agricultural improvements within the Easement Area Property, or to install any other improvements or conduct any other activities which unreasonably interfere with or otherwise preclude Grantee's access and other rights under this Agreement. In connection with the foregoing, Grantor understands, acknowledges and agrees that Grantee intends to use the Easement Area Property for, among other things, the removal and transportation of Fill Dirt and rock from the Fill Dirt Borrow Area portion of the Easement Area Property, and nothing in this paragraph shall be interpreted to permit Grantor to unreasonably interfere with those activities or to materially adversely interrupt or disrupt Grantee's business operations associated therewith. Subject to all of the foregoing, Grantor may maintain locked gates across or within the Easement Area Property, provided that Grantor shall provide a key or combination to such lock to any Grantee and provided that the same do not unreasonably interfere with or materially adversely interrupt or disrupt Grantee's grading and

Fill Dirt removal operations or use of any haul roads associated therewith constructed upon the Easement Area Property.

6. **Gates; No Signage or Locks.** Grantee shall have the right to install gates, fences, locks and other barriers upon the Easement Area Property as deemed reasonably necessary by Grantee or as otherwise required by applicable law. When using the Easement Area Property, Grantee and its employees, contractors, subcontractors and agents will leave any gates owned and installed by Grantor in the same open or closed condition as found. Grantee may not place signage within the Easement Area Property, except as and to the extent required by applicable law or as necessary to allow Grantee to safely conduct its transportation operations as contemplated herein.

7. **Default.** In the event of default of any of the terms and conditions contained herein, the non-breaching party shall give the breaching party written notice of the default. The defaulting party must cure the default within fifteen (15) days after receiving the default notice; provided, however, that if the nature of the default is such that it cannot be reasonably cured within such fifteen (15) day period, then the defaulting party shall not be in default provided that it commences such cure within the fifteen (15) day period and thereafter diligently and continuously prosecutes the same to completion. If the defaulting party has not cured by the end of the fifteenth (15) days, or such longer period as described above, then the non-defaulting party may seek appropriate legal and equitable relief with the District Court, County of El Paso, State of Colorado, which shall have exclusive jurisdiction over any such dispute. The parties agree that the Easement granted herein concerns unique real estate interests and that any breach under this Agreement shall cause immediate and irreparable harm to the nondefaulting party, and that there will be no plain, speedy or adequate remedy at law for such a breach. Therefore, the parties agree that a court will have equitable jurisdiction to grant injunctive relief in the event of a breach under this Agreement, and that rights of specific performance shall apply.

8. **Notices.** Any notice required to be given pursuant to this Easement agreement shall be deemed given upon the following:

a. Delivery in person to any of the parties to this Easement agreement or their successors in interest at the address set forth in the first paragraph of this Agreement, or at such other address as shall be provided in writing.

b. Three (3) days after placing such written notice in the U.S. mail, by certified mail, prepaid postage, addressed to the address of the parties as set forth in the first paragraph of this Agreement or at such other address as shall be provided in writing.

9. **Mutual Indemnifications.** Grantee agrees to protect, defend, indemnify and hold harmless Grantor and its officers, partners, members, agents, and employees (herein called the "Grantor Indemnified Parties"), from and against any and all claims, damages, liability, loss and

expense whatsoever, including attorneys' fees and other legal expenses, arising by reason of any injury to any person or persons (including, without limitation, death or bodily harm), damage to any property, or breach of any governmental regulations, statute, ordinance, or permit, to the extent resulting or arising from, directly or indirectly, Grantee's (i) negligent use of the Easement Area Property, or (ii) negligent exercise of rights by Grantee or any agent, employee, contractor or invitee of either or any person claiming under Grantee. Grantor agrees, to the extent permitted by law, to protect, defend, indemnify and hold harmless Grantee and its officers, partners, members, agents, and employees (herein called the "Grantee Indemnified Parties"), from and against any and all claims, damages, liability, loss and expense whatsoever, including attorneys' fees and other legal expenses, arising by reason of any injury to any person or persons (including, without limitation, death or bodily harm), damage to any property, or breach of any governmental regulations, statute, ordinance, or permit, to the extent resulting or arising from, directly or indirectly, Grantor's (i) negligent use of the Easement Area Property, or (ii) negligent exercise of rights by Grantor or any agent, employee, contractor or invitee of either or any person claiming under Grantor. In the event of any suit or proceeding brought against any of the Grantor Indemnified Parties or the Grantee Indemnified Parties, such party shall within a reasonable period of time notify the indemnitor hereunder of such suit or proceeding, and the Grantor Indemnified Party or the Grantee Indemnified Party, as applicable, shall be entitled to be defended by counsel chosen by such Grantor Indemnified Party or Grantee Indemnified Party, as applicable, at the cost and expense of the indemnitors.

10. Insurance Requirements. Grantee shall, at its own cost and expense, carry insurance in such amounts as may from time to time be reasonably available and required by Grantor against insurable hazards which are at the time commonly insured against in the case of similar grading and Fill Dirt removal operations. All policies of insurance required by this Paragraph to be carried and maintained by Grantee shall be for the mutual and joint benefit and protection of the parties and shall list Grantor as additionally insured. Copies or certificates of such new policies of insurance shall be delivered to the Grantor upon Grantor's request, and as often as any such policy or policies shall expire or terminate, renewal or additional policies shall be procured and maintained by Grantee in like manner and to like extent. All such policies shall contain a clause or endorsement to the effect that such policies may not be terminated or materially amended except after at least ten days' written notice thereof to Grantor.

11. Runs with the Land; Binding Upon Successors and Assigns; No Merger. The provisions of this Agreement are intended to run with the Buffer Property and the Easement Area Property and the Donation Property, and to be binding upon and inure to the benefit of the parties hereto, their heirs, assigns, successors and personal representatives, and all other persons who may hereafter acquire an interest in the Buffer Property, the Easement Area Property or the Donation Property or any part thereof. Grantor and Grantee each further acknowledge their mutual intent that, should the Buffer Property, the Easement Area Property and the Donation Property at any time in the future become owned by a single individual or entity, this Agreement and the Easement rights created hereunder shall merge, and this Easement shall thereupon terminate and be of no further force or effect. Whenever a transfer of fee simple ownership of

any of the described lands shall occur, the transferor shall have no liability for any breach of covenant occurring after such transfer. Notwithstanding any other provision of this Agreement to the contrary, Grantee hereby expressly agrees that The Conservation Fund, a Maryland non-profit corporation, shall have no liability under this Agreement for any acts or omissions of the City occurring after The Conservation Fund's conveyance of the Buffer Property to the City.

12. Miscellaneous. The recitals set forth at the beginning of this Agreement and all exhibits attached hereto are incorporated herein by this reference. This Agreement and the terms, conditions and provisions hereof may be enforced by any of the parties hereto, and their successors and assigns by proceedings as law or in equity; and in the event legal or administrative suits or proceedings are brought against any party (whether a party to this instrument or not) for the purposes of such enforcement, the party or parties substantially prevailing shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorney fees, all as and to the extent permitted by law. The Easement is granted and conveyed without warranties of title and subject to existing easements or rights to use the Easement, deeds of trust, mortgages, reservations, restrictions, easements, covenants and all other matters whether or not of record. This Easement shall run with the land, Grantor's property being the Easement Area Property and the servient estate, and the Grantee's property being the Donation Property and the dominant estate, and shall remain an Easement on the land until its expiration in accordance with the provisions of this Agreement and Colorado law. This Agreement shall be construed and enforced in accordance with Colorado law.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF the parties have executed this Agreement as of this _____ day of September, 2020.

GRANTOR:

**THE CONSERVATION FUND,
a Maryland non-profit corporation**

By: MARGARET A. McCABE

Its: SECRETARY

GRANTEE:

**CASTLE CONCRETE COMPANY, a
Colorado corporation**

By: _____

Its: _____

ACKNOWLEDGMENTS

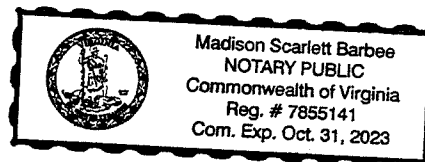
COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

On this 16 day of September 2020, before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Margaret A. McCabe as Secretary of The Conservation Fund, a Maryland non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his/her act and deed for the purposes therein express.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Madison S. Barbee
Notary Public
Name: MADISON S. BARBEE
Notary Registration Number: 7855141

My commission expires: Oct. 31, 2023



(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of Castle Concrete Company, a Colorado corporation, on behalf of such corporation.

My Commission expires: _____

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF the parties have executed this Agreement as of this _____ day of September, 2020.

GRANTOR:

**THE CONSERVATION FUND,
a Maryland non-profit corporation**

By: _____

Its: _____

GRANTEE:

**CASTLE CONCRETE COMPANY, a
Colorado corporation**

By: *Gerard Schrabel*

Its: *President*

ACKNOWLEDGMENTS

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____ as _____ of The Conservation Fund, a Maryland non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his/her act and deed for the purposes therein express.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Name: _____
Notary Registration Number: _____

My commission expires: _____.

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF *El Paso*)

The foregoing was acknowledged before me this *17th* day of *September*, 2020, by *Gerard Schrabel* as *President* of Castle Concrete Company, a Colorado corporation, on behalf of such corporation.

My Commission expires: *6-24-2024*

WITNESS my hand and official seal.

Abby L. Trowbridge
Notary Public

\\CS - 760837/000001 - 385320-510

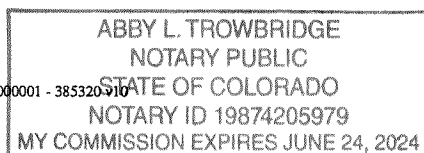


EXHIBIT "A"

(Legal Description of Buffer Property)

TRACT 1 (73102-01-001, 7250 Allegheny Drive) (Commitment No. 55077768) (1.96 acres, more or less):

LOT 1, BLOCK 1, CASTLE HEIGHTS SUBDIVISION, IN THE CITY OF COLORADO SPRINGS,
COUNTY OF EL PASO, STATE OF COLORADO

AND

TRACT 2 (73102-00-0004) (Commitment No. 55077625) (25.7 acres more or less):

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO
SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING PARCEL 1 DESCRIBED IN
SPECIAL WARRANTY DEED RECORDED MAY 12, 1993 IN BOOK 6171 AT PAGE 1451 OF THE
EL PASO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE PLAT OF MOUNTAIN SHADOWS FILING NO. 31, RECORDED IN
PLAT BOOK E- 5 AT PAGE 196 OF THE EL PASO COUNTY RECORDS.

NOTE: ALL DOCUMENTS REFERRED TO BY BOOK AND PAGE IN THIS DESCRIPTION ARE
RECORDS ON FILE WITH THE EL PASO COUNTY CLERK AND RECORDER, UNLESS
OTHERWISE STATED.

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1,
MONUMENTED BY A NO. 5 REBAR WITH A 1 ½ INCH ALUMINUM SURVEYORS CAP
MARKED "LW PE & LS 2692", SAID POINT BEING THE POINT OF BEGINNING;
THENCE SOUTH 78 DEGREES 46 MINUTES 20 SECONDS EAST A DISTANCE OF 397.28 FEET;
THENCE SOUTH 54 DEGREES 47 MINUTES 42 SECONDS EAST A DISTANCE OF 515.19 FEET
TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF LIVE OAK STATION FILING
NO. 2, RECORDED IN PLAT BOOK A-4 AT PAGE 182;
THENCE SOUTHEASTERLY, ON SAID BOUNDARY LINE, THE FOLLOWING TWO COURSES:
SOUTH 38 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 126.70 FEET;
SOUTH 58 DEGREES 20 MINUTES 16 SECONDS EAST A DISTANCE OF 229.25 FEET TO THE
SOUTHERLY MOST CORNER OF SAID FILING NO. 2, SAID POINT BEING ON THE WESTERLY
RIGHT OF WAY LINE OF ALLEGHENY DRIVE, RECORDED IN ALLEGHENY DRIVE
SUBDIVISION IN PLAT BOOK R-3 AT PAGE 46;
THENCE SOUTHERLY, ON SAID RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES:
SOUTH 54 DEGREES 19 MINUTES 12 SECONDS WEST A DISTANCE OF 334.08 FEET TO A
POINT OF CURVE;
ON THE ARC OF A CURVE LEFT, HAVING A DELTA OF 88 DEGREES 05 MINUTES 49
SECONDS, A RADIUS OF 310.00 FEET, A DISTANCE OF 476.65 FEET, MEASURED ALONG THE
ARC, TO A POINT OF TANGENT;
SOUTH 33 DEGREES 46 MINUTES 37 SECONDS EAST A DISTANCE OF 32.17 FEET TO A POINT
OF CURVE;

ON THE ARC OF A CURVE LEFT, HAVING A DELTA OF 42 DEGREES 16 MINUTES 21 SECONDS, A RADIUS OF 230.00 FEET, A DISTANCE OF 169.69 FEET, MEASURED ALONG THE ARC, TO A POINT OF TANGENT;
SOUTH 76 DEGREES 02 MINUTES 58 SECONDS EAST A DISTANCE OF 190.48 FEET TO THE NORTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 10, 1982 IN BOOK 3596 AT PAGE 875;
THENCE SOUTH 81 DEGREES 18 MINUTES 18 SECONDS WEST, ON THE NORTHERLY LINE OF SAID TRACT AND ON THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 10, 1982 IN BOOK 3596 AT PAGE 874., A DISTANCE OF 1091.63 FEET;
THENCE NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, ON THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 10, 1982 IN BOOK 3596 AT PAGE 874, a DISTANCE OF 1545.85 FEET TO THE POINT OF BEGINNING.

AND

TRACT 3 (No. 73102-00-005) (Commitment No. 55077696) (87.9 acres, more or less)

TRACT 3 PARCEL A:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10, THENCE NORTH 00 DEGREES 23 MINUTES 58 SECONDS WEST, 714.20 FEET ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE SOUTHWEST CORNER OF PARCEL B AS DESCRIBED IN EASEMENT, COVENANT AND RELEASE RECORDED DECEMBER 30, 1974 IN BOOK 2725 AT PAGE 604 OF THE RECORDS OF SAID COUNTY;

THENCE NORTH 77 DEGREES 14 MINUTES 16 SECONDS EAST, 1033.19 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL B;

THENCE SOUTH 00 DEGREES 09 MINUTES 47 SECONDS WEST, 945.27 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 10;

THENCE NORTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, A DISTANCE OF 1000.00 FEET ALONG SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING,

EXCEPT THOSE PORTIONS THEREOF DESCRIBED IN WARRANTY DEED RECORDED AUGUST 10, 1982 IN BOOK 3596 AT PAGE 874 AND PLATTED AS CASTLE HEIGHTS SUBDIVISION RECORDED MARCH 14, 1985 UNDER RECEPTION NO. 1225415 IN PLAT BOOK X3 AT PAGE 186.

TRACT 3 PARCEL B:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO

Exhibit A

SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10, THENCE SOUTH 89 DEGREES 30 MINUTES 50 SECONDS EAST, ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 10, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST, 185.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST, 13.31 FEET;

THENCE NORTH 81 DEGREES 37 MINUTES 25 SECONDS EAST, 1,049.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 60 FOOT WIDE ALLEGHENY DRIVE;

THENCE SOUTH 75 DEGREES 43 MINUTES 41 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 52.51 FEET;

THENCE SOUTH 71 DEGREES 46 MINUTES 23 SECONDS WEST, 392.60 FEET TO A POINT OF CURVE; THENCE WESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 35 MINUTES 00 SECONDS, AN ARC DISTANCE OF 147.31 FEET TO A POINT OF TANGENT;

THENCE SOUTH 89 DEGREES 21 MINUTES 23 SECONDS WEST, ALONG SAID TANGENT, 571.86 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION THEREOF DESCRIBED IN WARRANTY DEED RECORDED AUGUST 10, 1982 IN BOOK 3596 AT PAGE 874

TRACT 3 PARCEL C:

A TRACT OF LAND IN THE NORTH HALF OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 30 MINUTES 51 SECONDS EAST, ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF SAID SECTION 10, A DISTANCE OF 1000.00 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST, 125.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST, 60.01 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 23 SECONDS EAST, 571.86 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 35 MINUTES 00 SECONDS, AN ARC DISTANCE OF 147.31 FEET TO A POINT OF TANGENT;

THENCE NORTH 71 DEGREES 46 MINUTES 23 SECONDS EAST, ALONG SAID TANGENT, 392.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 60 FEET WIDE ALLEGHENY DRIVE; THENCE SOUTH 75 DEGREES 43 MINUTES 41 SECONDS EAST, ALONG SAID SOUTH WESTERLY RIGHT-OF-WAY LINE, 111.67 FEET;

THENCE SOUTH 71 DEGREES 46 MINUTES 23 SECONDS WEST, 486.79 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 35 MINUTES 00 SECONDS, AN ARC DISTANCE OF 165.72 FEET TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 21 MINUTES 23 SECONDS WEST ALONG SAID TANGENT, 573.04 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION THEREOF DESCRIBED IN WARRANTY DEED RECORDED
AUGUST 10, 1982 IN BOOK 3596 AT PAGE 874.

TRACT 3 PARCEL D:

A TRACT OF LAND IN THE NORTH HALF OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 67
WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO SPRINGS,
COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10;
THENCE SOUTH 89 DEGREES 30 MINUTES 51 SECONDS EAST, ALONG THE SOUTHERLY
LINE OF THE NORTH HALF OF SAID SECTION 10, A DISTANCE OF 1000.00 FEET TO THE
TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 30 MINUTES 51
SECONDS EAST, ALONG SAID SOUTHERLY LINE, 2287.52 FEET TO A POINT ON THE
SOUTHWESTERLY RIGHT-OF-WAY LINE OF 60 FEET WIDE ALLEGHENY DRIVE;
THENCE NORTH 69 DEGREES 00 MINUTES 13 SECONDS WEST, ALONG SAID WESTERLY
RIGHT-OF- WAY LINE, 396.2 FEET TO A POINT OF CURVE;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, AND
ON A CURVE TO THE LEFT, HAVING A RADIUS OF 821.07 FEET AND A CENTRAL ANGLE
OF 06 DEGREES 43 MINUTES 28 SECONDS, AN ARC DISTANCE OF 96.36 FEET TO A POINT
OF TANGENT;
THENCE NORTH 75 DEGREES 43 MINUTES 41 SECONDS WEST, ALONG SAID
SOUTHWESTERLY RIGHT- OF-WAY LINE AND ALONG SAID TANGENT, 646.41 FEET TO A
POINT ON THE SOUTHERLY LINE OF THE 60 FOOT WIDE CASTLE CONCRETE ACCESS
ROAD;
THENCE SOUTH 71 DEGREES 46 MINUTES 23 SECONDS WEST, ALONG SAID SOUTHERLY
LINE, 486.79 FEET TO A POINT OF CURVE;
THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND ON A CURVE TO THE RIGHT,
HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 35 MINUTES
00 SECONDS, AND ARC DISTANCE OF 165.72 FEET TO A POINT OF TANGENT;
THENCE SOUTH 89 DEGREES 21 MINUTES 23 SECONDS WEST, ALONG SAID SOUTHERLY
LINE AND ALONG SAID TANGENT, 573.04 FEET;
THENCE SOUTH 00 DEGREES 29 MINUTES 09 SECONDS WEST, 125.36 FEET TO THE TRUE
POINT OF BEGINNING,
EXCEPT THAT PORTION THEREOF DESCRIBED IN WARRANTY DEED RECORDED AUGUST
10, 1982 IN BOOK 3596 AT PAGE 874.

TRACT 3 PARCEL E:

A TRACT OF LAND IS SECTIONS 9 AND 10, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO,
STATE OF COLORADO, DESCRIBED AS FOLLOWS;
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER EXCEPT THE SOUTHWEST
QUARTER THEREOF IN SAID SECTION 9 AND THAT PORTION OF SAID SECTION 10,
DESCRIBED AS FOLLOWS:

Exhibit A

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 110.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG SAID WESTERLY LINE, 1205.35 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID POINT BEING ALSO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN EASEMENT, COVENANT AND RELEASE RECORDED DECEMBER 30, 1974 IN BOOK 2725 AT PAGE 604 OF THE RECORDS OF EL PASO COUNTY, COLORADO;
THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AND ALONG THE WESTERLY LINE OF SAID TRACT IN BOOK 2725 AT PAGE 604A DISTANCE OF 600.00 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 78 DEGREES 44 MINUTES 47 SECONDS EAST, ALONG THE SOUTHERLY LINE THEREOF, 1270.70 FEET;
THENCE NORTH 00 DEGREES 16 MINUTES 34.17 FEET TO A POINT ON THE NORTHERLY LINE THEREOF, SAID POINT BEING ALSO THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 10;
THENCE NORTH 89 DEGREES 43 MINUTES 55 SECONDS WEST, ALONG SAID NORTHERLY LINE, 234.27 FEET;
THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST, 381.31 FEET;
THENCE NORTH 45 DEGREES 35 MINUTES 01 SECONDS WEST, 577.24 FEET;
THENCE NORTH 54 DEGREES 57 MINUTES 55 SECONDS WEST, 740.00 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THOSE PORTIONS THEREOF DESCRIBED IN WARRANTY DEEDS RECORDED AUGUST 10, 1982 IN BOOK 3596 AT PAGES 872 AND 874.

AND

TRACT 4 (No. 73102-00-009) (Commitment No. 55077766) (32.5 acres, more or less)

THAT PORTION OF THE S 1/2 OF THE SW 1/4, THE W 1/2 OF THE SE 1/4 OF SECTION 3 AND THE NW 1/4 OF SECTION 10, ALL IN TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 3 (BEARINGS REFERRED TO HEREIN ARE BASED ON THE WESTERLY LINE OF OAK VALLEY RANCH FILING NO. 1 AS RECORDED IN PLAT BOOK M-3 AT PAGE 73 OF THE RECORDS OF SAID COUNTY, RECORDED AS BEING S 01 DEGREES 23 MINUTES 43 SECONDS W); THENCE N 01 DEGREES 02 MINUTES 53 SECONDS W, 1318.04 FEET ALONG THE WESTERLY LINE OF SAID S 1/2 OF SW 1/4 OF SECTION 3 TO THE NORTHWEST CORNER THEREOF; THENCE N 89 DEGREES 50 MINUTES 37 SECONDS E. 2305.16 FEET ALONG THE NORTHERLY LINE OF SAID S 1/2 OF THE SW 1/4 OF SECTION 3 TO THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CENTENNIAL BOULEVARD. AS DESCRIBED IN CENTENNIAL BOULEVARD SUBDIVISION FILING NO. 2 AS RECORDED IN PLAT BOOK R-3 AT PAGE 57 OF SAID RECORDS; THENCE S 69 DEGREES 03 MINUTES 05 SECONDS E. 363.38

FEET TO THE MOST NORTHERLY SOUTHWEST CORNER OF SAID CENTENNIAL BOULEVARD SUBDIVISION FILING NO. 2 (THE FOLLOWING 7 COURSES ARE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CENTENNIAL BOULEVARD); 1) THENCE CONTINUING S 69 DEGREES 03 MINUTES 05 SECONDS E, 86.77 FEET; 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 33 DEGREES 45 MINUTES 00 SECONDS. A RADIUS OF 666.80 FEET, FOR AN ARC DISTANCE OF 392.78 FEET; 3) THENCE S 35 DEGREES 18 MINUTES 05 SECONDS E, 385.92 FEET; 4) THENCE N 54 DEGREES 41 MINUTES 55 SECONDS E. 10.00 FEET; 5) THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CHORD BEARING OF S 00 DEGREES 38 MINUTES 55 SECONDS E, A CENTRAL ANGLE OF 69 DEGREES 18 MINUTES 21 SECONDS, A RADIUS OF 360.00 FEET, FOR AN ARC DISTANCE OF 435.46 FEET; 6) THENCE S 34 DEGREES 00 MINUTES 16 SECONDS W, 421.49 FEET; 7) THENCE ON THE ARC OF A CURVE TO THE LEFT. SAID CURVE HAVING A CENTRAL ANGLE OF 13 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 440.00 FEET. FOR AN ARC DISTANCE OF 100.00 FEET; THENCE N 78 DEGREES 46 MINUTES 03 SECONDS W. 765.68 FEET; THENCE S 11 DEGREES 13 MINUTES 57 SECONDS W, 189.95 FEET; THENCE S 18 DEGREES 33 MINUTES 09 SECONDS E, 308.01 FEET; THENCE S 49 DEGREES 02 MINUTES 38 SECONDS E. 251.07 FEET; THENCE S 17 DEGREES 30 MINUTES 43 SECONDS E, 220.00 FEET TO THE MOST NORTHERLY CORNER OF ALLEGHENY DRIVE SUBDIVISION AS RECORDED IN PLAT BOOK R-3 AT PAGE 46 OF SAID RECORDS (THE FOLLOWING 3 COURSES ARE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ALLEGHENY DRIVE); 1) THENCE S 72 DEGREES 29 MINUTES 17 SECONDS W. 92.76 FEET; 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 67 DEGREES 33 MINUTES 48 SECONDS, A RADIUS OF 310.00 FEET. FOR AN ARC DISTANCE OF 365.55 FEET TO A POINT OF REVERSE CURVE; 3) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT SAID CURVE HAVING A CENTRAL ANGLE OF 49 DEGREES 23 MINUTES 43 SECONDS, A RADIUS OF 334.02 FEET, FOR AN ARC DISTANCE OF 287.97 FEET; THENCE N 54 DEGREES 47 MINUTES 42 SECONDS W, 873.02 FEET; THENCE N 78 DEGREES 46 MINUTES 20 SECONDS W, 397.29 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED WARRANTY DEED RECORDED AUGUST 10, 1982 IN BOOK 3596 AT PAGE 874 OF SAID RECORDS. SAID CORNER ALSO BEING ON THE NORTHEASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3486 AT PAGE 378 OF SAID RECORDS (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHEASTERLY LINE); 1) THENCE N 45 DEGREES 54 MINUTES 08 SECONDS W. 519.67 FEET; 2) THENCE N 55 DEGREES 17 MINUTES 02 SECONDS W, 740.00 FEET TO THE WESTERLY LINE OF SAID NW 1/4 OF SECTION 10; THENCE N 00 DEGREES 17 MINUTES 51 SECONDS W, 110.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF DESCRIBED IN PARTIAL RELEASE RECORDED SEPTEMBER 24, 1985 IN BOOK 5065 AT PAGE 354 AND IN DEED RECORDED OCTOBER 6, 1987 IN BOOK 5430 AT PAGE 1112;

AND EXCEPT THAT PORTION PLATTED AS OAK VALLEY RANCH FILING NO. 6 AND OAK VALLEY RANCH, FILING NO. 7.

LESS THAT PARCEL DESCRIBED IN DEED RECORDED APRIL 27, 2018 UNDER RECEPTION NO. 21847585.

Exhibit A

AND LESS AND EXCEPT:

56561_Pikeview_Encroachment_LOT-5_200818 THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERLY CORNER OF TRACT C, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182; THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, SOUTH 38°35'49" EAST A DISTANCE OF 58.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WESTERLY LINE, SOUTH 38°35'49" EAST A DISTANCE OF 26.93 FEET; THENCE SOUTH 69°11'21" WEST A DISTANCE OF 17.04 FEET; THENCE NORTH 36°45'16" WEST A DISTANCE OF 13.81 FEET; THENCE NORTH 24°44'08" EAST A DISTANCE OF 17.66 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-6_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF TRACT C, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182;

THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, SOUTH 38°35'49" EAST A DISTANCE OF 84.95 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ON SAID LINE, SOUTH 38°35'49" EAST A DISTANCE OF 68.50 FEET; THENCE SOUTH 54°58'13" WEST A DISTANCE OF 18.59 FEET; THENCE NORTH 36°45'16" WEST A DISTANCE OF 72.59 FEET; THENCE NORTH 69°11'21" EAST A DISTANCE OF 17.04 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-7_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF TRACT C, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182; THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, SOUTH 38°35'49" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID WESTERLY LINE, SOUTH 38°35'49" EAST A DISTANCE OF 63.05 FEET;

THENCE SOUTH 51°24'11" WEST A DISTANCE OF 20.62 FEET; THENCE NORTH 36°45'16" WEST A DISTANCE OF 64.24 FEET;

THENCE NORTH 54°58'13" EAST A DISTANCE OF 18.59 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-8_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF TRACT C, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182; THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, SOUTH 38°35'49" EAST A DISTANCE OF 234.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID WESTERLY LINE, SOUTH 38°35'49" EAST A DISTANCE OF 31.02 FEET;

THENCE SOUTH 51°34'30" WEST A DISTANCE OF 9.00 FEET; THENCE NORTH 81°32'01" WEST A DISTANCE OF 2.99 FEET;

THENCE NORTH 38°47'51" WEST A DISTANCE OF 26.52 FEET;

THENCE NORTH 06°00'32" EAST A DISTANCE OF 2.96 FEET;

THENCE NORTH 50°15'17" EAST A DISTANCE OF 9.05 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-9_1_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 10, OAK VALLEY RANCH FILING NO. 7 AS RECORDED IN PLAT BOOK E-5 AT PAGE 285;

THENCE ON THE WESTERLY LINE OF SAID OAK VALLEY RANCH FILING NO. 7 , SOUTH 53°25'35" EAST A DISTANCE OF 136.74 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID WESTERLY LINE, SOUTH 53°25'35" EAST A DISTANCE OF 89.60 FEET;

THENCE SOUTH 27°50'42" WEST A DISTANCE OF 12.55 FEET;

THENCE NORTH 83°00'30" WEST A DISTANCE OF 22.91 FEET;

THENCE NORTH 52°49'01" WEST A DISTANCE OF 62.28 FEET;

THENCE NORTH 14°35'47" EAST A DISTANCE OF 24.86 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-9-2_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit A

COMMENCING AT THE WESTERLY CORNER OF TRACT C, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182;
THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, SOUTH 38°35'49" EAST A DISTANCE OF 281.54 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID WESTERLY LINE, SOUTH 38°35'49" EAST A DISTANCE OF 64.42 FEET; THENCE SOUTH 43°47'09" WEST A DISTANCE OF 8.94 FEET;
THENCE NORTH 43°38'45" WEST A DISTANCE OF 63.89 FEET;
THENCE NORTH 43°40'11" EAST A DISTANCE OF 14.61 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-10_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHERLY CORNER OF LOT 13, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182;

THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, NORTH 58°31'41" WEST A DISTANCE OF 177.13 FEET TO THE SOUTHERLY CORNER OF LOT 10, SAID LIVE OAK STATION AND THE POINT OF BEGINNING;

THENCE SOUTH 36°02'05" WEST A DISTANCE OF 22.56 FEET;
THENCE NORTH 47°28'24" WEST A DISTANCE OF 19.75 FEET;
THENCE NORTH 30°18'55" WEST A DISTANCE OF 44.91 FEET TO THE WESTERLY LINE OF SAID LOT 10; THENCE ON SAID WESTERLY LINE, SOUTH 38°35'49" EAST A DISTANCE OF 7.42 FEET;
THENCE CONTINUING ON SAID WESTERLY LINE, SOUTH 58°31'41" EAST A DISTANCE OF 53.78 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-11_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF LOT 13, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182;

THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, NORTH 58°31'41" WEST A DISTANCE OF 121.95 FEET TO THE SOUTHERLY CORNER OF LOT 11, SAID LIVE OAK STATION AND THE POINT OF BEGINNING;

THENCE SOUTH 23°07'19" WEST A DISTANCE OF 6.47 FEET;
THENCE SOUTH 38°22'10" WEST A DISTANCE OF 26.97 FEET;
THENCE NORTH 47°28'24" WEST A DISTANCE OF 55.71 FEET;

THENCE NORTH 36°02'05" EAST A DISTANCE OF 22.56 FEET TO THE WESTERLY CORNER OF SAID LOT 11;
THENCE ON THE WESTERLY LINE OF SAID LOT 11, SOUTH 58°31'41" EAST A DISTANCE OF 55.18 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-12_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP, 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF LOT 13, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182;

THENCE ON THE WESTERLY LINE OF SAID LIVE OAK STATION, NORTH 58°31'41" WEST A DISTANCE OF 71.59 FEET TO THE SOUTHERLY CORNER OF LOT 12, SAID LIVE OAK STATION AND THE POINT OF BEGINNING;

THENCE SOUTH 30°47'54" WEST A DISTANCE OF 12.16 FEET;
THENCE NORTH 51°53'33" WEST A DISTANCE OF 49.90 FEET;
THENCE NORTH 23°07'19" EAST A DISTANCE OF 6.47 FEET TO THE SOUTHERLY CORNER OF SAID LOT 12;
THENCE ON THE WESTERLY LINE OF SAID LOT 12, SOUTH 58°31'41" EAST A DISTANCE OF 50.36 FEET TO THE POINT OF BEGINNING.

56561- Pikeview_Encroachment_LOT-13_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP, 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHERLY CORNER OF LOT 13, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182;

THENCE SOUTH 54°28'52" WEST A DISTANCE OF 41.84 FEET;
THENCE NORTH 36°31'40" WEST A DISTANCE OF 42.16 FEET;
THENCE NORTH 25°08'25" WEST A DISTANCE OF 19.17 FEET;
THENCE NORTH 30°47'54" EAST A DISTANCE OF 12.16 FEET TO THE WESTERLY CORNER OF SAID LOT 13; THENCE ON THE WESTERLY LINE OF SAID LOT 13, SOUTH 58°31'41" EAST A DISTANCE OF 71.59 FEET TO THE POINT OF BEGINNING .

56561_Pikeview_Encroachment_LOT-17_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP, 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit A

COMMENCING AT THE NORTH CORNER OF LOT 17, OAK VALLEY RANCH FILING NO. 7 AS RECORDED IN PLAT BOOK E-5 AT PAGE 285; THENCE ON THE NORTHERLY LINE OF SAID LOT 17, SOUTH 64°57'16" WEST A DISTANCE OF 2.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY LINE, SOUTH 64°57'16" WEST A DISTANCE OF 86.71 FEET TO A NON TANGENT CURVE TO THE RIGHT;
THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.00 FEET, A DELTA OF 129°09'56" AND A CHORD THAT BEARS NORTH 64°57'16" EAST A DISTANCE OF 86.71 FEET TO THE POINT OF BEGINNING.

56561_Pikeview_Encroachment_LOT-75_200818

THAT PORTION OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP , 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF TRACT A, LIVE OAK STATION, FILING NO. 2 AS RECORDED IN BOOK A4, PAGE 182; THENCE ON THE NORTHERLY LINE OF SAID LIVE OAK STATION, NORTH 64°54'26" EAST A DISTANCE OF 115.72 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°05'34" WEST A DISTANCE OF 11.99 FEET;

THENCE NORTH 64°54'26" EAST A DISTANCE OF 24.44 FEET;

THENCE NORTH 73°26'18" EAST A DISTANCE OF 80.82 FEET TO SAID NORTHERLY LINE;

THENCE ON SAID NORTHERLY LINE, SOUTH 64°54'26" WEST A DISTANCE OF 104.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

(Legal Description of Donation Property)

PARCEL A:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.

Exhibit B

EXHIBIT C
(Legal Description of Easement Area Property)

Legal Description and Depiction of Existing Haul Road

A FIFTY (50) FEET WIDE ACCESS EASEMENT, TWENTY FIVE (25) FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

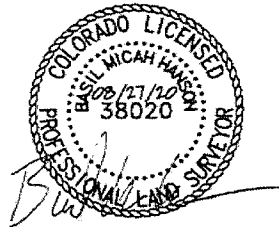
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 81°10'01" EAST A DISTANCE OF 2165.39 FEET TO THE SOUTHERLY RIGHT OF WAY OF ALLEGHENY DRIVE AS RECORDED IN BOOK R3, PAGE 46 AND THE POINT OF BEGINNING; THENCE ON SAID CENTERLINE THE FOLLOWING TWELVE (12) COURSES:

1. THENCE SOUTH 81°37'25" WEST A DISTANCE OF 1143.71 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
2. THENCE 762.72 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 888.04 FEET, A CENTRAL ANGLE OF 49°12'38" AND A CHORD THAT BEARS NORTH 73°46'16" WEST A DISTANCE OF 739.50 FEET;
3. THENCE NORTH 49°09'57" WEST A DISTANCE OF 133.96 FEET TO A CURVE TO THE RIGHT;
4. THENCE 21.98 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°35'45" AND A CHORD THAT BEARS NORTH 42°52'04" WEST A DISTANCE OF 21.94 FEET;
5. THENCE NORTH 36°34'12" WEST A DISTANCE OF 196.11 FEET TO A CURVE TO THE RIGHT;
6. THENCE 17.78 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 10°11'11" AND A CHORD THAT BEARS NORTH 31°28'36" WEST A DISTANCE OF 17.76 FEET;
7. THENCE NORTH 26°23'01" WEST A DISTANCE OF 143.48 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER;
8. THENCE SOUTH 39°27'44" EAST A DISTANCE OF 55.67 FEET TO A CURVE TO THE LEFT;
9. THENCE 258.74 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 20°26'53" AND A CHORD THAT BEARS SOUTH 48°41'11" EAST A DISTANCE OF 257.37 FEET TO A REVERSE CURVE TO THE RIGHT;
10. THENCE 299.10 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 06°51'18" AND A CHORD THAT BEARS SOUTH 55°28'59" EAST A DISTANCE OF 298.92 FEET;
11. THENCE SOUTH 52°03'20" EAST A DISTANCE OF 234.58 FEET TO A CURVE TO THE LEFT;
12. THENCE 262.80 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 33°27'38" AND A CHORD THAT BEARS SOUTH 68°47'09" EAST A DISTANCE OF 259.08 FEET TO THE POINT OF TERMINUS ON THE CENTERLINE OF SAID 50 FEET WIDE ACCESS EASEMENT.

CONTAINING 164,080 SQUARE FEET OR 3.767 ACRES, MORE OR LESS.

CONTINUED ON SHEET 2



DATE: 08/27/20
PARCEL DESIGNATION: 046517100001
PROJECT: 1020056581
TCF PIKEVIEW BOUNDARY



SURVEYING AND MAPPING LLC (SAM)
555 Zang St., Suite 210
Lakewood CO, 80228
Ph: (303) 988-5852 Fax: (303) 988-2195
EMAIL: SAM@SAM.BIZ

OWNER:
CASTLE CONCRETE COMPANY

SHEET 1 OF 4 S10 T13S R67W

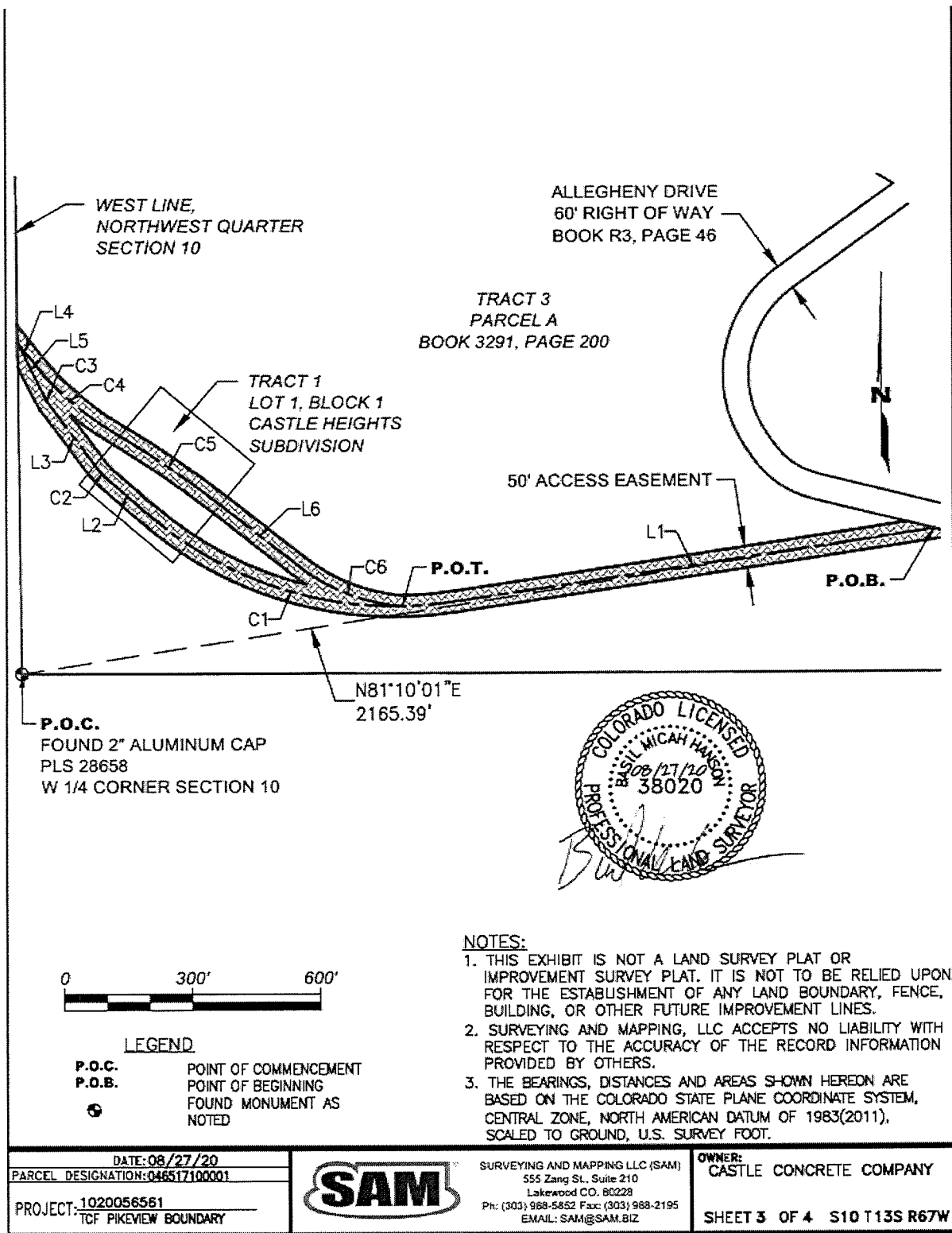
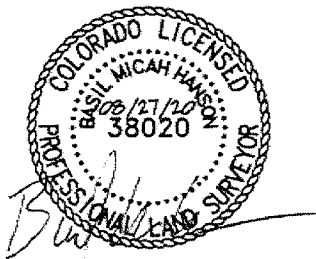


Exhibit C


LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S81°37'25"W	1143.71'
L2	N49°09'57"W	133.96'
L3	N36°34'12"W	196.11'
L4	S38°27'44"E	55.67'
L5	N26°23'01"W	143.48'
L6	S52°03'20"E	234.58'

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	762.72'	888.04'	049°12'38"	N73°46'16"W	739.50'
C2	21.98'	100.00'	012°35'45"	N42°52'04"W	21.94'
C3	17.78'	100.00'	010°11'11"	N31°28'36"W	17.76'
C4	258.74'	725.00'	020°26'53"	S48°41'11"E	257.37'
C5	299.10'	2500.00'	006°51'18"	S55°28'59"E	298.92'
C6	262.80'	450.00'	033°27'38"	S68°47'09"E	259.08'



NOTES:

1. THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
2. SURVEYING AND MAPPING, LLC ACCEPTS NO LIABILITY WITH RESPECT TO THE ACCURACY OF THE RECORD INFORMATION PROVIDED BY OTHERS.
3. THE BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983(2011), SCALED TO GROUND, U.S. SURVEY FOOT.

DATE: 08/27/20		SURVEYING AND MAPPING LLC (SAM) 555 Zang St., Suite 210 Lakewood CO. 80228 Ph: (303) 988-5852 Fax: (303) 988-2195 EMAIL: SAM@SAM.BIZ	OWNER:
PARCEL DESIGNATION: 046517100001 PROJECT: 1020056581 TCF PIKEVIEW BOUNDARY			CASTLE CONCRETE COMPANY SHEET 4 OF 4 S10 T13S R67W

LEGAL DESCRIPTION AND DEPICTION OF FILL DIRT BORROW AREA

DESCRIPTION

THAT PORTION OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 85°39'43" WEST A DISTANCE OF 1319.64 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 70°24'26" EAST A DISTANCE OF 453.83 FEET;

THENCE SOUTH 48°27'10" EAST A DISTANCE OF 565.98 FEET;

THENCE SOUTH 34°59'52" EAST A DISTANCE OF 387.74 FEET;

THENCE SOUTH 18°59'29" EAST A DISTANCE OF 163.04 FEET;

THENCE WEST A DISTANCE OF 375.92 FEET;

THENCE NORTH 39°05'13" WEST A DISTANCE OF 133.93 FEET;

THENCE NORTH 00°36'15" WEST A DISTANCE OF 330.10 FEET;

THENCE SOUTH 89°21'05" WEST A DISTANCE OF 262.25 FEET;

THENCE NORTH 39°05'13" WEST A DISTANCE OF 30.67 FEET;

THENCE NORTH 60°37'29" WEST A DISTANCE OF 434.40 FEET;

THENCE NORTH 00°27'12" WEST A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 405,754 SQUARE FEET OR 9.315 ACRES, MORE OR LESS.

THE BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011), SCALED TO GROUND, U.S. SURVEY FOOT.

BASIL MICAH HANSON, PLS 38020 _____ DATE _____
FOR AND ON BEHALF OF SAM, LLC

NOTES:

- 1) DRAWING ATTACHED AND BY THIS REFERENCE MADE PART HEREOF.
- 2) EXISTING EASEMENT AND RIGHT OF WAY INFORMATION PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ORDER NO. SC55084317-3, EFFECTIVE DATE: 07/09/2020. SURVEYING AND MAPPING, LLC (SAM) HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND/OR AGREEMENTS OF RECORD. BLANKET EASEMENTS MAY EXIST AND HAVE NOT BEEN REFERENCED HEREON. SEE TITLE COMMITMENT FOR ADDITIONAL INFORMATION.
- 3) 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 FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 4) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

DATE: 08/25/20
PARCEL DESIGNATION: 044517100001

PROJECT: 1020056561
TO: PKVIEW BOUNDARY

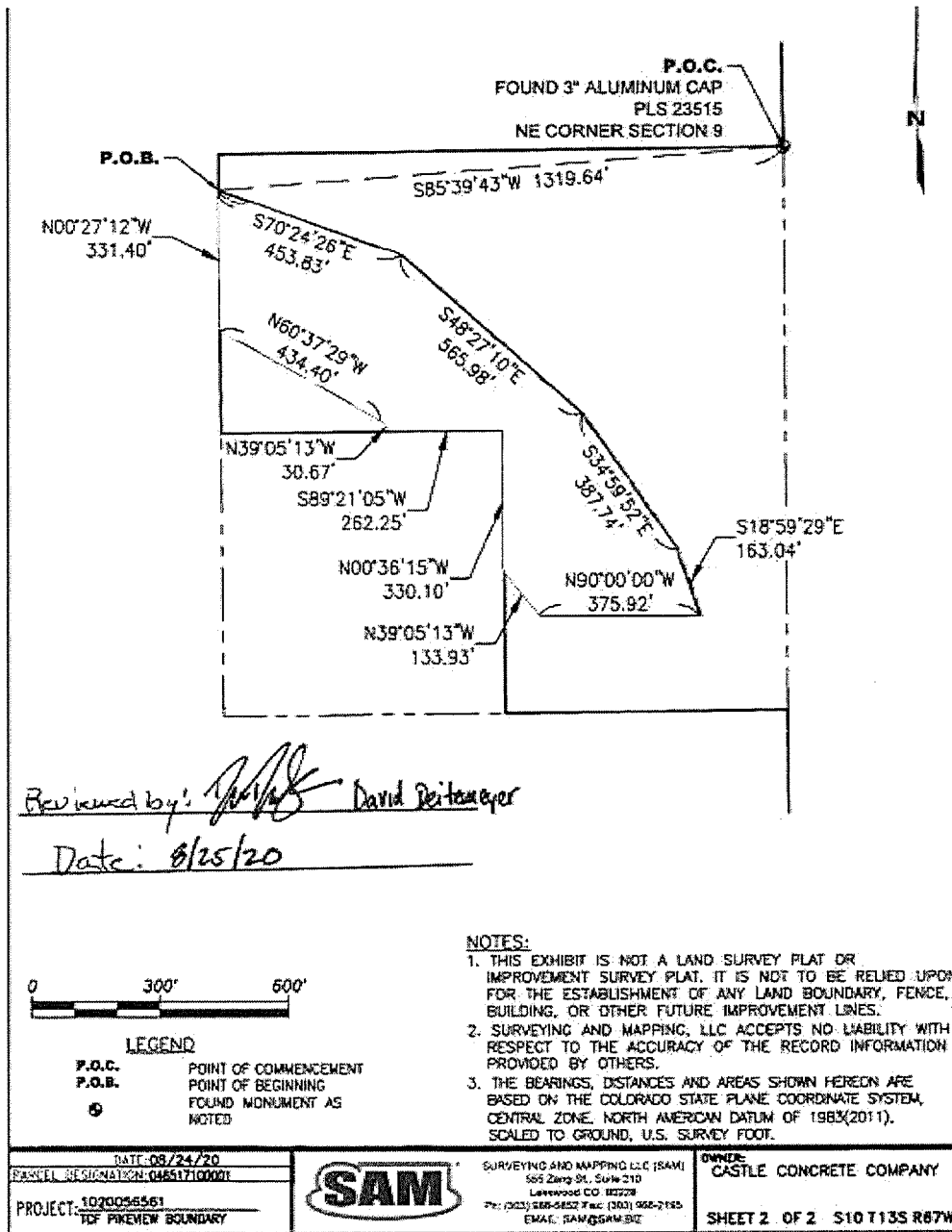


SURVEYING AND MAPPING, LLC (SAM)
555 Zeng St., Suite 213
Littlewood CO, 80228
Ph: (303) 988-5852 Fax: (303) 988-2195
EMAIL: SAM@SAM.ILL

OWNER:
CASTLE CONCRETE COMPANY

SHEET 1 OF 2 S10 T13S R67W

Exhibit C



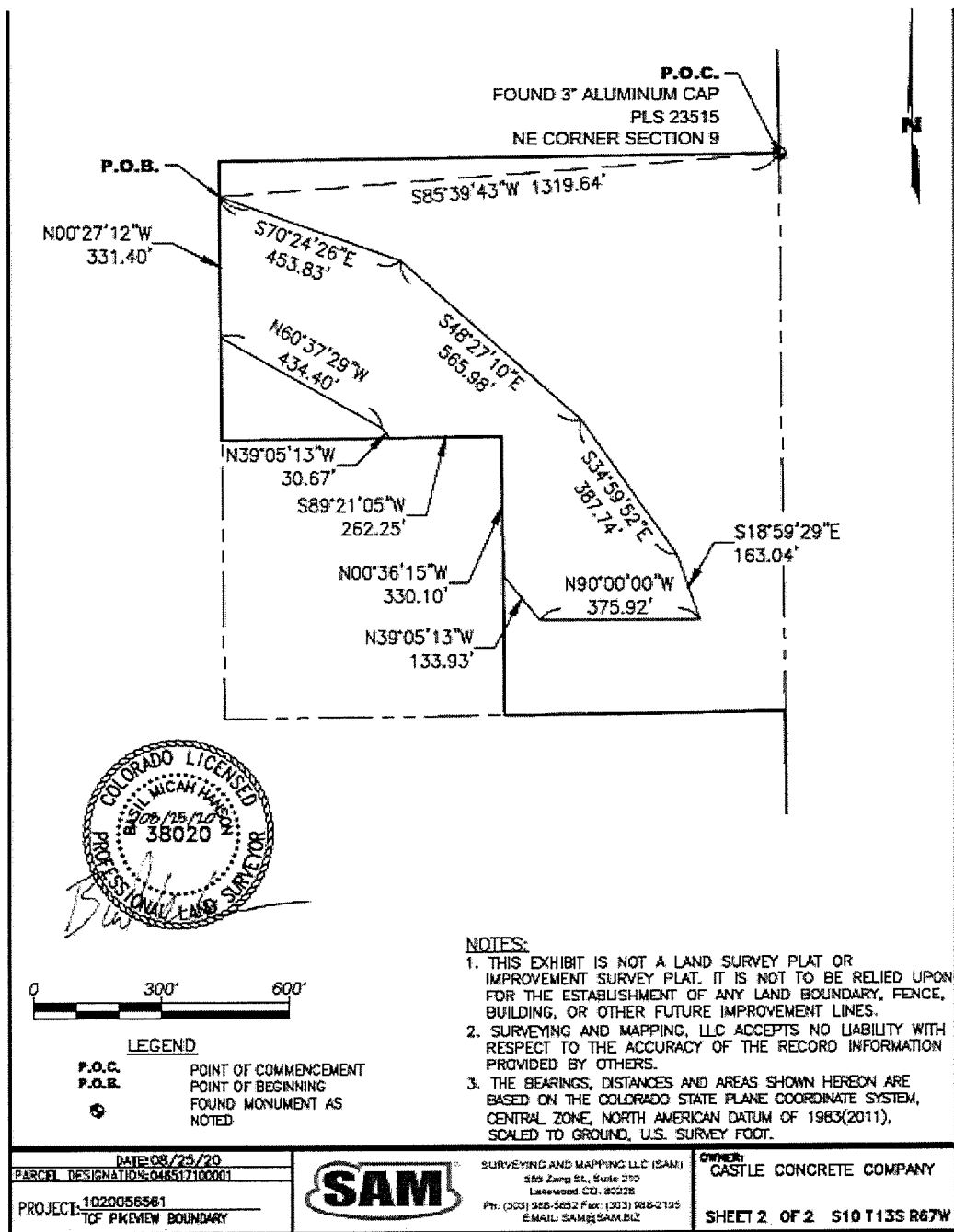


Exhibit C

EXHIBIT D

(Description and Copy of Grading Plan)

DESCRIPTION OF GRADING PLAN:

That certain Reclamation Topography Plan prepared by Stantec Consulting Services, Inc., 2000 South Colorado Boulevard, Suite 2-300, Denver, CO 80222-7933, File Name "Pikeview", prepared under Project No. 227419041.

Legend
 --- Existing Topography
 --- Proposed Topography
 --- Proposed Grading
 --- Proposed Retention Wall
 --- Proposed Roadway
 --- Proposed Utility
 --- Proposed Structure



Project Information
 Project Name: [Redacted]
 Project Number: [Redacted]
 Project Location: [Redacted]
 Project Date: [Redacted]

Client Information
 Client Name: [Redacted]
 Client Address: [Redacted]
 Client Phone: [Redacted]

Design Information
 Design Name: [Redacted]
 Design Number: [Redacted]
 Design Date: [Redacted]
 Design Scale: 1" = 40'

Revision Information
 Revision Number: [Redacted]
 Revision Date: [Redacted]
 Revision Description: [Redacted]

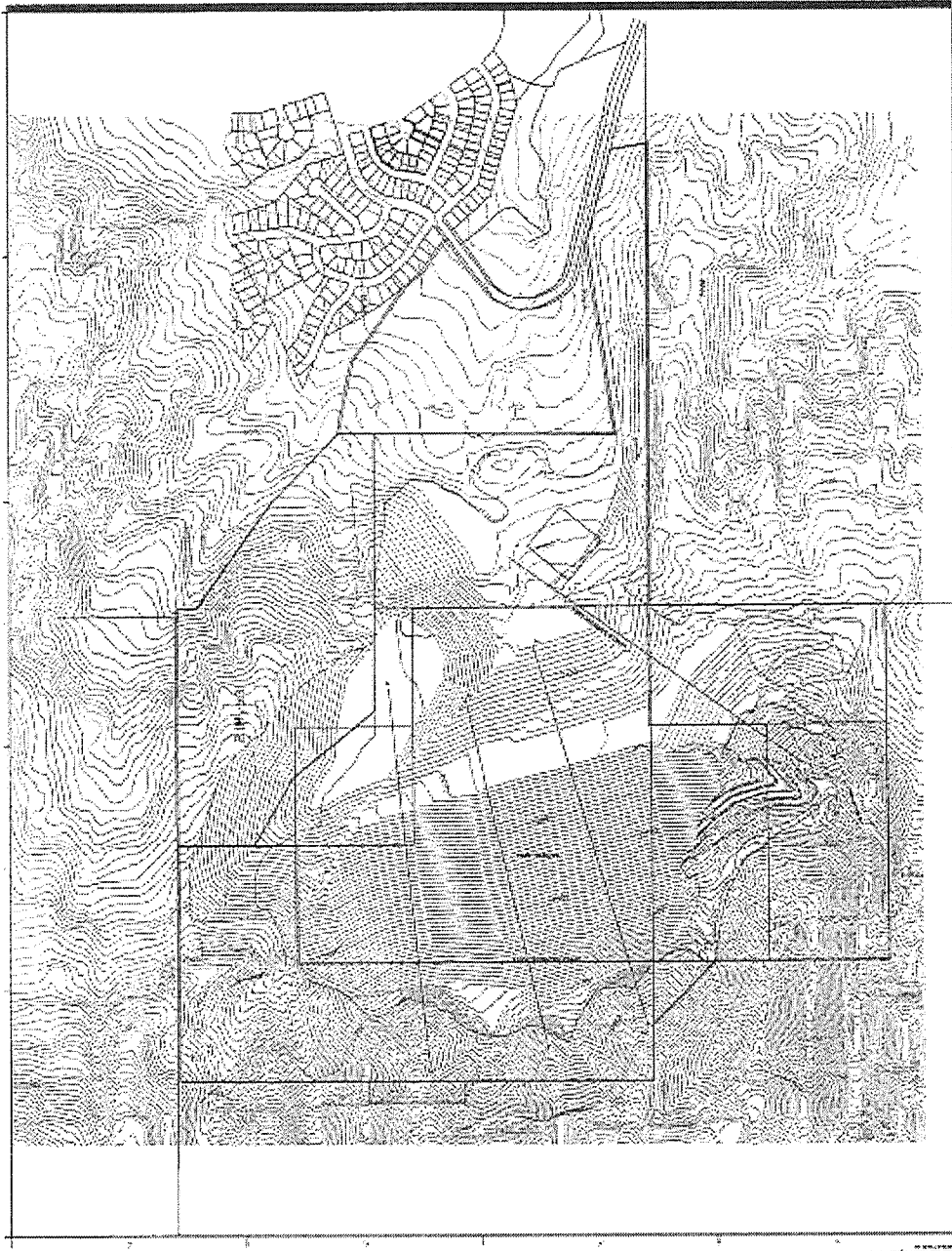
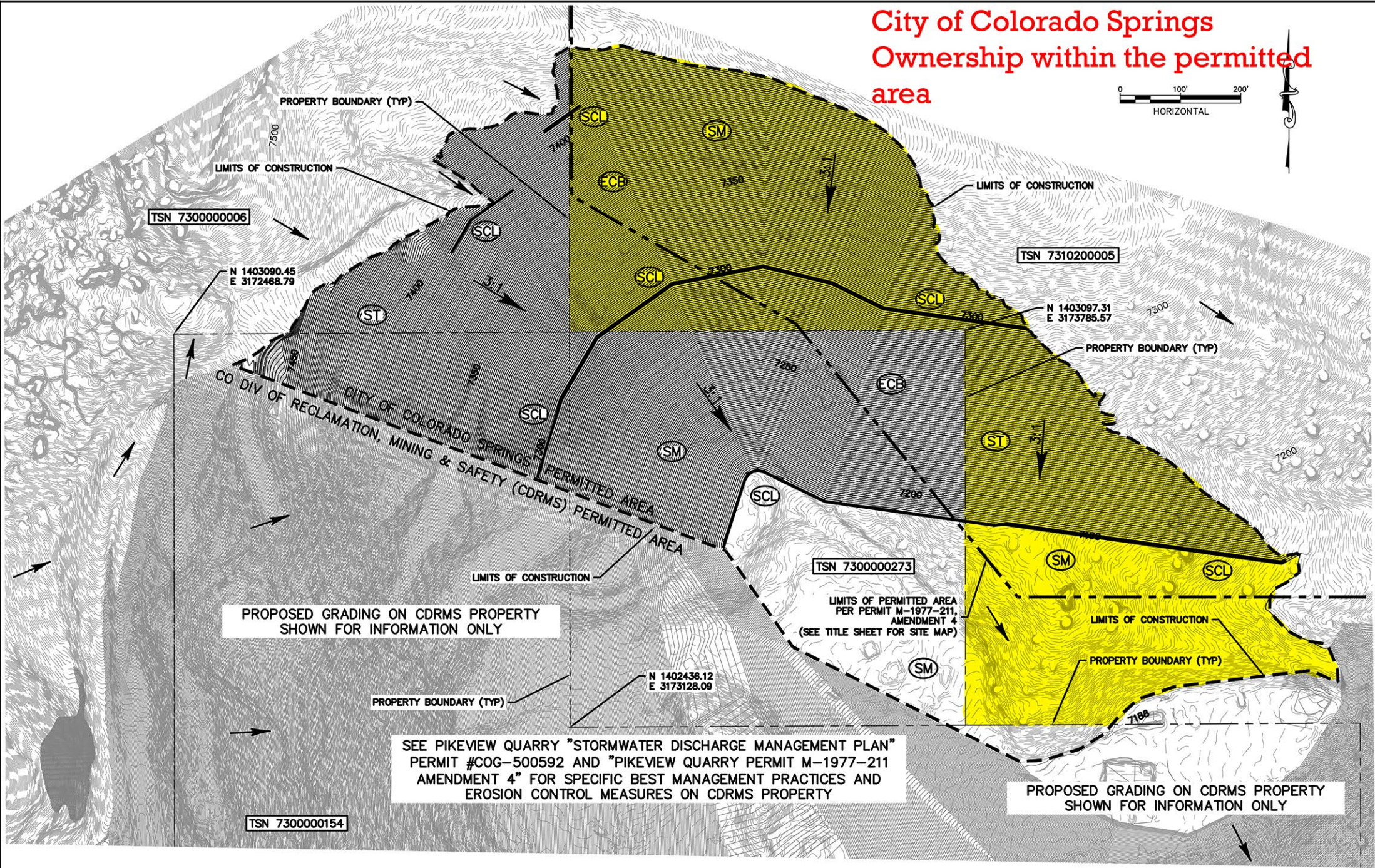


Exhibit D

City of Colorado Springs
Ownership within the permitted
area



GEC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE LOCAL AND STATE PERMITS FOR THIS WORK.
2. THIS GRADING AND EROSION CONTROL PLAN IS PREPARED SPECIFICALLY FOR THE WORK TO BE PERFORMED ON CITY OF COLORADO SPRINGS PROPERTY. RUNOFF FROM THIS SITE WILL FLOW TO THE CDRMS PROPERTY AND UTILIZE THE EXISTING STORMWATER MANAGEMENT SYSTEM AT PIKEVIEW QUARRY.
3. THE CDRMS PROPERTY HAS AN EXISTING STORMWATER DISCHARGE MANAGEMENT PLAN (PERMIT #COG-500592) WHICH INCLUDES A SYSTEM OF 4 COLLECTION BASINS TO CONTROL STORMWATER DISCHARGE AND IMPROVE WATER QUALITY BEFORE ULTIMATELY RELEASING RUNOFF TO AN UNNAMED TRIBUTARY OF DOUGLAS CREEK. FURTHERMORE, THE MINE RECLAMATION PLANS WERE APPROVED ON AUGUST 24, 2020 UNDER THE DOCUMENT NAME "PIKEVIEW QUARRY M-1977-211 PERMIT AMENDMENT 4". THIS DOCUMENT SPECIFICALLY DETAILS A STORMWATER MANAGEMENT AND SEDIMENT CONTROL PLAN. ALSO, THE SEED MIX INCLUDED IN "EXHIBIT E - RECLAMATION PLAN" DETAILS THE SEED MIX TO BE USED TO RE-ESTABLISH AREA WITHIN THE QUARRY AND WILL BE UTILIZED ON THE CITY'S PORTION AS WELL.
4. UNDER CERTAIN SITUATIONS, IT MAY BE ADVANTAGEOUS TO USE ALTERNATE EROSION AND SEDIMENT CONTROL MEASURES BESIDES THOSE SHOWN ON THIS PLAN. CONTRACTOR SHALL USE ALL MEASURES IN CONFORMANCE WITH THE CITY OF COLORADO SPRINGS STORMWATER CONSTRUCTION MANUAL, LATEST REVISION.
5. A MINIMUM OF 4 INCHES OF TOPSOIL SHALL BE PLACED IN ALL DISTURBED AREAS TO FACILITATE SEED GROWTH. SEED MIX SHALL BE AS SHOWN ON SHEET 3.
6. LIMITS OF CONSTRUCTION/LIMITS OF DISTURBANCE IS 23.23 ACRES. APPROXIMATELY 13.7 ACRES WERE PREVIOUSLY DISTURBED BY MINING ACTIVITIES AND 9.5 ACRES ARE NEW LAND DISTURBANCE.
7. APPROXIMATELY 2 MILLION CUBIC YARDS OF SOIL WILL BE EXPORTED FROM THIS PROJECT AREA TO BE USED ON THE CDRMS PROPERTY.
8. THIS PROPERTY IS NOT LOCATED IN THE CITY'S STREAMSIDE OVERLAY DISTRICT.
9. THIS PROPERTY IS LOCATED IN THE CITY'S HILLSIDE OVERLAY DISTRICT.
10. THIS PROPERTY IS NOT LOCATED WITHIN A FEMA FLOODPLAIN PER FIRM PANELS 08041C0492G AND 08041C0484G (EFFECTIVE DATES 12/7/2018).
11. EROSION CONTROL BLANKET CAN BE USED IN LIEU OF MULCHING, AS CONDITIONS WARRANT.
12. STOCKPILE LOCATION(S), IF NEEDED, SHALL BE DETERMINED BY THE CONTRACTOR.
13. STAGING AREA(S) SHALL BE DETERMINED BY THE CONTRACTOR.
14. NON-STRUCTURAL CONTROL MEASURES, SUCH AS STREET SWEEPING, MAY BE NECESSARY TO PREVENT ANY CONSTRUCTION DEBRIS AND/OR SOIL FROM IMPACTING A PUBLIC ROADWAY.
15. CONSTRUCTION START DATE IS ANTICIPATED TO BE IN SUMMER/FALL 2021, ONCE ALL PERMITS HAVE BEEN OBTAINED, AND IS EXPECTED TO LAST APPROXIMATELY 3 YEARS. FINAL STABILIZATION WILL BE INSTALLED UPON COMPLETION OF GRADING AND COULD BE PERFORMED IN PHASES. COMPLETE STABILIZATION OF THE SITE COULD BE ACHIEVED IN 2024-2025.

EROSION CONTROL LEGEND

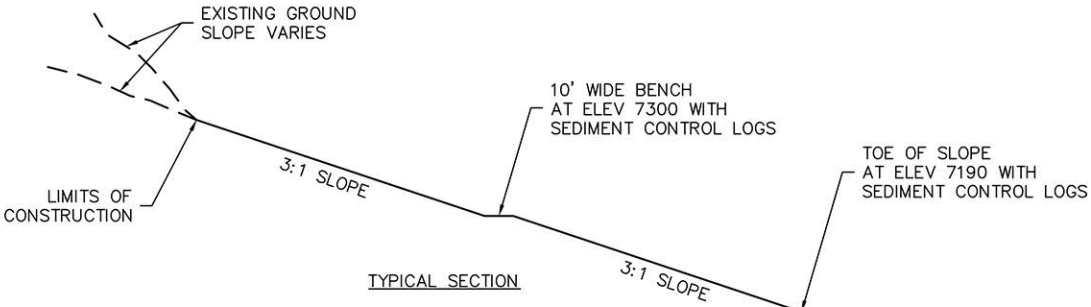
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED CONTOUR (OFF-SITE) FOR INFORMATION ONLY
- PROPERTY BOUNDARY
- LIMITS OF PREVIOUSLY PERMITTED AREA
- LIMITS OF CONSTRUCTION/LIMITS OF DISTURBANCE
- EROSION CONTROL BLANKET (ECB)
- SEEDING AND MULCHING (SM)
- SLOPE TRACKING (ST)
- SEDIMENT CONTROL LOG (SCL)

PHASED BMPS:

- INTERIM PHASE = SLOPE TRACKING (ST)
SEDIMENT CONTROL LOG (SCL)
- FINAL PHASE = EROSION CONTROL BLANKET (ECB)
SEEDING & MULCHING (SM)

EROSION CONTROL COST ESTIMATE (PROVIDED FOR INFORMATION ONLY)

PAY ITEM	UNIT	UNIT COST	QUANTITY	COST
TOPSOIL	CY	\$5	12,500	\$ 62,500
SEEDING (NATIVE)	ACRE	\$500	23.23	\$ 11,615
EROSION CONTROL BLANKET	SY	\$1.88	82,750	\$155,570
SEDIMENT CONTROL LOG	LF	\$8	3000	\$ 24,000
SUBTOTAL				\$253,685
40% CONTINGENCY				\$101,474
TOTAL				\$355,159



Computer File Information

Creation Date: February 17, 2021	Initials: MOCHAPMAN
Last Modification Date: 7/20/2021 12:45 PM	Initials: MOCHAPMAN
Full Path & Drawing File Name:	C:\USERS\MOCHAPMAN\ONEDRIVE - STANTEC\DOCUMENTS\PIKEVIEW\PIKEVIEW-GEC.DWG
Acad Ver. 2019	Scale: As Noted Units: Feet

Index of Revisions



GRADING AND EROSION CONTROL PLAN

Designer: MAC	Structure Numbers	N/A
Detailer: MAC		N/A
Sheet Subset:		

Project No./Code
CCS Proj #_____
SHEET 4 OF 4



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES