MASTER EASEMENT

This Master Easement (this "<u>Easement</u>") is entered into this _____ day of ______, 2024 (the "<u>Effective Date</u>"), by EVERIST LAND HOLDINGS, LLC, a South Dakota limited liability company ("<u>ELH</u>"), and CROW'S NEST, LLC, a South Dakota limited liability company ("<u>Crow's Nest</u>", and together with ELH, collectively, "<u>Declarant</u>").

RECITALS

- A. ELH and Crow's Nest, respectively, hold title in fee simple to certain real property located in Summit County, Colorado which is legally described on <u>Exhibit A-1</u> and <u>Exhibit A-2</u> (together, the "<u>Benefited Property</u>").
- B. ELH holds title in fee simple to certain real property located in Summit County, Colorado which is legally described on <u>Exhibit B</u> (the "<u>Burdened Property</u>"). As used in this Easement, the term "<u>Property</u>" shall refer to the Benefitted Property and the Burdened Property.
- C. Declarant intends to sell the Benefited Property for development into a single family home planned community known as "The Overlook at Summit Sky Ranch Neighborhood," which will contain lots of real property (each a "Lot" and collectively, the "Lots"). The fee simple owners of the Lots together with such owners' successors and assigns, are referred to herein individually as an "Owner" and collectively as "Owners." Under no circumstances shall Declarant be considered an "Owner" under this Easement.
- D. In connection with such sale and development, Declarant will record that certain Rural Land Use Subdivision Plat, The Overlook at Summit Sky Ranch (the "<u>Plat</u>") and that certain Private Open Space Covenant and Agreement (the "<u>Open Space Covenant</u>") in the official records of Summit County, Colorado.
- E. To facilitate such sale and development, Declarant desires to establish certain easement rights with respect to the Property on the terms and conditions provided below.

WITNESSETH

- 1. <u>Declaration of Easements</u>. The easements described in Section 1 hereof shall be collectively referred to herein as the "<u>Easements</u>", and the easement areas described on <u>Exhibits C-G</u> attached hereto shall collectively referred to herein as the "<u>Easement Areas</u>".
- 1.1 <u>Emergency Access Easement</u>. Declarant hereby declares for the Owners a perpetual, non-exclusive easement (the "<u>Emergency Access Easement</u>") over, across and through the roadways connecting Whetstone Drive (as shown on the Plat) and Highway 9, which areas are depicted on <u>Exhibit C</u> attached hereto (collectively, the "<u>Emergency Access Easement Area</u>"), for vehicular access to and from Whetstone Drive and Highway 9, provided that such Emergency Access Easement shall only be used when vehicular access to and from Whetstone Drive and Highway 9 is otherwise unavailable or in the event of emergencies.

- 1.2 <u>Retaining Wall Easement</u>. Declarant hereby declares for the Owners a perpetual, non-exclusive easement (the "<u>Retaining Wall Easement</u>") over, across and through the areas depicted on <u>Exhibit D</u> attached hereto (the "<u>Retaining Wall Easement Area</u>"), for the installation, maintenance, repair, replacement, use and enjoyment of retaining walls and related facilities.
- 1.3 <u>Water Facilities</u>. Declarant hereby declares for the Owners a perpetual, non-exclusive easement (the "<u>Water Facilities Easement</u>") over, across and through the areas depicted on <u>Exhibit E</u> attached hereto (the "<u>Water Facilities Easement Areas</u>") for the installation, maintenance, repair, replacement, use and enjoyment of underground water utility lines and related underground and aboveground water utility facilities necessary to provide domestic water service to the Benefited Property, including without limitation an area for a well and pump house and water tower as depicted on <u>Exhibit E</u> (collectively, the "<u>Water Facilities</u>").
- 1.4 <u>Water Facilities Access Easement</u>. Declarant hereby declares for the Owners a perpetual, non-exclusive easement (the "<u>Water Facilities Access Easement</u>") over, across and through the areas depicted on <u>Exhibit E</u> attached hereto (the "<u>Water Facilities Access Easement Area</u>") for vehicular access to and from the Water Facilities.
- 1.5 <u>Open Space Easement</u>. Declarant hereby declares for the Owners a perpetual, non-exclusive easement (the "<u>Open Space Easement</u>") over, across and through the area designated as "Rural Open Space" by Sheet 7 of the Plat, a copy of which is attached hereto as <u>Exhibit F</u> (the "<u>Open Space Easement Area</u>"), for walking, hiking, biking, sledding, skiing and similar non-motorized recreational activities on established trails. Any use of the Open Space Easement shall be in accordance with the Open Space Covenant.
- 1.6 <u>Utility Easement</u>. Declarant hereby declares, establishes and creates for the benefit of Declarant and Overlook Owner a perpetual, non-exclusive utility easement (the "<u>Utility Easement"</u>) in and to, over and across, under and through Whetstone Drive, as depicted on <u>Exhibit G</u> attached hereto (the "<u>Utility Easement Area</u>"), for the installation, replacement, repair, operation and maintenance of utilities, including but not limited to water, sewer, gas, telephone, electricity and satellite and cable systems. Said utility easement includes future utility services not presently available to the Benefited Property that may be reasonably required in the future.
- 1.7 <u>Blanket Drainage Easement</u>. Declarant hereby declares, establishes and creates a perpetual, non-exclusive easement in and to, over and across, under and through, the Benefited Property, including in and across roadways, driveways and other paved areas, for the purpose of draining storm water and other naturally occurring surface waters such as snow and ice melt from and within the Benefit Property. No Owner shall alter any drainage system or pattern on the Benefited Property.
- 2. <u>Conditions of Grant of Easements</u>. The Easements are granted subject to the following terms and conditions:
- 2.1 <u>Limited Assignment Rights</u>. Each Owner shall not have the right to assign its rights or delegate its obligations under this Easement in any manner except in accordance with Section 9 below.

- 2.2 <u>Non-Interference</u>. Notwithstanding anything to the contrary in Section 1, each Owner shall not undertake or cause to be undertaken any activity on the Property that would materially interfere with Declarant's or any other Owner's use and enjoyment of the Property or make more costly the ownership and maintenance of the Property.
- 2.3 <u>Compliance with Laws</u>. Any use of the Easement Areas shall only be in accordance with all applicable laws, ordinances, rules, regulations and requirements of governmental authorities (collectively, "<u>Applicable Laws</u>").
- 2.4 <u>No Parking</u>. The Easements shall not include the right to park any automobiles or other vehicles, whether motorized or non-motorized, on the Easement Areas, except in connection with the maintenance and repair of the Easement Areas or facilities located thereon.
- 2.5 <u>No Trespass</u>. While using the Easements, the Owners shall stay within the Easement Areas and shall not trespass onto any adjacent private property.
- Construction and Maintenance. The Easements shall encompass the 2.6 Easement Areas in their "as-is" condition, and Declarant shall have no obligation to maintain or make any alterations or improvements to any Easement Areas. Declarant does not guarantee or make any representations or warranties whatsoever as to condition or quality of the Easement Areas at any given time. Declarant shall not be required to monitor, supervise, or police the Easement Areas. Prior to installing, constructing or making any material alterations to any Water Facilities in the Water Facilities Easement Area located on the Burdened Property, the Owners shall submit reasonably detailed plans for the same to Declarant for Declarant's written approval, which may be withheld, granted or conditioned in Declarant's sole discretion. The Owners shall be obligated to maintain in good condition and repair and in compliance with Applicable Laws all Easement Areas and any improvements, fixtures, equipment and other facilities installed thereon in connection with this Easement; provided however, the Owners shall only be required to perform the minimum maintenance necessary to ensure that the Emergency Access Easement Area is passable by motorized vehicles. The Owners shall eliminate any dangerous or unsafe conditions that are found on any Easement Areas. All maintenance performed by the Owners on the Easement Areas located on the Burdened Property shall be subject to approval by Declarant, which may be withheld, granted or conditioned in Declarant's sole discretion.
- 2.7 <u>No Litter</u>. The Owners shall not litter on the Property and shall keep the Easement Areas free from trash and refuse.

2.8 Relocation Rights.

2.8.1 <u>Relocation of Emergency Access Easement Area</u>. For as long as this Easement remains in effect, Declarant shall have the right, from time to time, to relocate any portion of the Emergency Access Easement Area located on the Burdened Property to an alternative location on the Burdened Property, provided that the Emergency Access Easement Area as so relocated provides reasonable, comparable vehicular access to and from Whetstone Drive and Highway 9. In the event of any such relocation, Declarant shall have the right to unilaterally record an amendment to this Easement to reflect such relocation and to replace Exhibit C attached

hereto with an updated legal description and/or depiction of the Emergency Access Easement Area, as so relocated.

- 2.8.2 Relocation of Water Facilities Easement Area and Water Facilities. For as long as this Easement remains in effect, Declarant shall have the right, from time to time, to relocate any portion of the Water Facilities Easement Area or the Water Facilities located on the Burdened Property to an alternative location on the Burdened Property. The Owners shall be responsible for all costs incurred in connection with any such relocation. In the event of any such relocation, Declarant shall have the right to unilaterally record an amendment to this Easement to reflect such relocation and to replace Exhibit E attached hereto with an updated legal description and/or depiction of the Water Facilities Easement Area, as so relocated.
- 2.9 <u>Insurance</u>. The Owners, and their contractors and subcontractors, shall maintain commercial general liability insurance covering its use of the Easement in amounts not less than \$2,000,000.00 combined single limit, naming Declarant as an additional insured. Such limit may be satisfied by an umbrella or excess policy. All commercial general liability insurance shall contain coverage for all premises and operations, broad form property damage and contractual liability. Declarant shall have the right to impose reasonable increase on the foregoing insurance limits from time to time.
- 2.10 <u>Snow Storage</u>. Any Easements for access, ingress and egress shall include the right to plow and store snow and ice within and adjacent to the applicable Easement Areas. The Owners shall also have the right to store snow and ice in the areas of the Benefited Property that are adjacent to Whetstone Drive.
- 2.11 <u>Reservation of Rights</u>. Declarant reserves to itself the right to use the Easement Areas for all lawful uses not inconsistent with the terms of the Easement. This Easement does not transfer any water rights of any nature whatsoever, including, without limitation, any surface or subsurface rights, any wells or well permits, springs or spring rights, reservoir or reservoir rights of any kind or nature, water storage rights, irrigation rights, sub-irrigation rights, return flows, conditional rights, ditches, ditch rights-of-way, or ditch rights of any type, including any shares or certificates of any type in ditch or water delivery companies or associations.
- 3. <u>Indemnification and Risks</u>. The Owners shall indemnify, defend and hold Declarant and its employees, agents, contractors, affiliates, members, managers, parents, subsidiaries, successors and assigns (collectively, the "<u>Indemnified Parties</u>") harmless from and against any and all damages, claims, liabilities and expenses (including attorneys' fees incurred with or without litigation or on appeal) (collectively, "<u>Claims</u>") for property damage or personal injury arising out of or in any way relating to the use by the Owners of the Easement ("<u>Indemnification</u>"), but, the Indemnification shall not apply to any Claims to the extent arising from or caused by the gross negligence or intentional misconduct of any of the Indemnified Parties. The Owners understand and assume all risks inherent in using the Easement Areas. Declarant shall have no liability for Claims resulting from any uncontrollable event or act of God beyond the reasonable scope of control of Declarant, including, but not limited to, all weather and geologic events. The Indemnification shall survive termination of this Easement for Claims arising prior to such termination.

- 4. <u>Enforcement</u>. Enforcement of the provisions of this Easement shall be by an appropriate proceeding at law or in equity against any person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability or to recover damages. The prevailing party in any such enforcement proceeding shall be awarded its costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.
- 5. <u>Not a Public Dedication</u>. Nothing in this Easement shall be deemed to be a gift or dedication of any portion of the Property or the Easement Areas to the general public or for any public purposes whatsoever, it being the intention of Declarant that this Easement shall be strictly limited to and for the purposes herein expressed.
- 6. <u>Failure to Enforce</u>. No delay or omission on the part of Declarant or the Owners in exercising any rights, power or remedy provided in this Easement shall be construed as a waiver of or acquiescence in any breach of the terms and conditions of this Easement.
- 7. <u>Covenant Running with Land</u>. Subject to the conditions of assignment set forth in Section 9, the Easement, the restrictions imposed by this Easement and the covenants contained in this Easement shall be deemed easements, restrictions and covenants running with the land and shall inure to the benefit of the Owners, and be binding upon Declarant and the Owners, and their respective heirs, personal representatives, successors and assigns. As used in this paragraph, the term "<u>successors and assigns</u>" includes, but is not limited to, mortgagees, beneficiaries of deeds of trust, secured parties under security agreements, and any purchaser upon the foreclosure of any such security interest or in lieu thereof.
- 8. <u>No Merger</u>. There shall be no merger of the easements or of any rights or obligations created and imposed by this Easement solely by reason of the fact that the same person, firm or corporation may hold, own or acquire directly or indirectly the fee simple estate or other lesser estate in both the Benefitted Property and the Burdened Property. No such merger shall occur unless or until all of the persons, firms and corporations having any such fee simple interest in such parcels shall join in a written instrument effecting such merger and such written instrument is duly recorded among the official records of Summit County, Colorado against such parcels.
- 9. Permitted Assignment. Declarant and its affiliate, The Overlook at SSR Owner, LLC, a Colorado limited liability company ("Overlook Owner"), shall each have the right to assign the rights and obligations of the Owners under this Easement to Summit Sky Ranch Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"), which is the governing body of Summit Sky Ranch. Any such assignment shall in no event include any rights or obligations of Declarant as set forth in this Easement. Such assignment shall be in the form of a contribution of the Owners' rights and obligations under this Easement to the Association to be enjoyed and fulfilled by the Association as part of the Common Area described under the Declaration of Covenants, Conditions and Restrictions of Summit Sky Ranch recorded in the real property records of Summit County, Colorado on March 8, 2017 at Reception No. 1135780 (as amended and supplemented from time to time, the "Declaration"). Upon such assignment, the Association shall be permitted to allow Members, as well as the family members, tenants and guests of Members while in residence on the Benefited Property (collectively, "Guests"), to use the Easements on the terms and conditions set forth in this Easement. The Association, at no cost to Declarant, shall have the right to impose and enforce rules, regulations and restrictions (the

"Association Regulations") on the Members' and Guests' use of the Easements so long as the Association Regulations are not less stringent than the terms of this Easement and consistent with the Declaration. Any Members and Guests using the Easement shall do so in strict accordance with the terms of this Easement, all Applicable Laws and the Association Regulations. The Association at all times shall remain obligated and liable under the terms of this Easement for any noncompliance with this Easement by any Members or Guests. If an assignment occurs pursuant to this Section 9 and at any point the Association is dissolved or the Planned Community is terminated in accordance with the Declaration, then the Owners shall have all rights and obligations under this Easement as if such rights and obligations were not previously assigned to the Association. Capitalized terms used in this Section 9 without definition shall have the meanings given in the Declaration.

10. Miscellaneous.

- Additional Lots. To the extent that any real property is annexed into the Planned Community (as defined in the Declaration) and is designated as part of The Overlook at Summit Sky Ranch Neighborhood (as defined in the Declaration), Declarant and Overlook Owner shall each have the right to declare, in a unilateral amendment to this Easement, that such annexed real property shall be part of the Benefited Property for all purposes under this Easement. In the event of any such declaration, the fee simple owner of the annexed real property shall be considered an Owner for all purposes under this Easement.
- 10.2 <u>Headings</u>. The headings in this Easement are for convenience only and do not in any way limit or affect the terms and provisions of this Easement.
- 10.3 <u>Unenforceability</u>. If any provision of this Easement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions of this Easement.
- 10.4 <u>Governing Law; No Jury Trial.</u> This Easement shall be construed and enforced in accordance with the laws of the State of Colorado without regard to its conflicts of laws principles. Declarant, for itself and the Owners, hereby knowingly, intentionally, and voluntarily, with an upon the advice of competent counsel, waives, relinquishes and forever forgoes the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way relating to the provisions of this Easement.
- Amendment; Modification. This Easement may be changed, modified or amended in whole or in part only by a written agreement executed by all parts of the Benefitted Property and the Burdened Property and recorded in the official land records of Summit County, Colorado; provided, however, Declarant and Overlook Owner shall each have the right to unilaterally amend this Easement (i) to make nonmaterial changes, such as the correction of a technical, clerical, grammatical or typographical error or clarification of a statement, (ii) to reflect the "as-built" location and condition of any roadways, retaining walls, or other facilities installed pursuant to this Easement, and (iii) to designate annexed real property as part of the Benefited Property, as contemplated by Section 10.1 hereof.

- 10.6 <u>Waiver</u>. Declarant or the Owners may, at any time or times, at its election, waive any of the conditions to its obligations under this Easement, but any such waiver shall be effective only if contained in a writing signed by the waiving party. No waiver shall reduce the rights and remedies of such party by reason of any breach of any other party. No waiver by any party of any breach under this Easement shall be deemed a waiver of any other or subsequent breach.
- 10.7 <u>Exhibits</u>. The exhibits referred to in this Easement and attached to this Easement are incorporated into this Easement as if set forth in this Easement in full.
- 10.8 <u>Term</u>. This Easement shall remain in effect until the same is either modified or terminated pursuant to a written agreement executed by all of the then record fee owners of all parts of the Benefitted Property and the Burdened Property and recorded in the official land records of Summit County, Colorado.

[Remainder of page intentionally left blank; signature pages follow]



IN WITNESS WHEREOF, Declarant has executed this Easement to be effective as of the day and year first above written.

	<u>DECI</u>	<u>LARANT</u> :
		RIST LAND HOLDINGS, LLC, th Dakota limited liability company
	By:	The Everist Company, a South Dakota corporation, its Manager
	By:	
		John Henkhaus Secretary & Treasurer
STATE OF SOUTH DAKOTA) ss.		
COUNTY OF MINNEHAHA)		
	Treasu	ed before me this day of, rer of The Everist Company, a South Dakota LLC, a South Dakota limited liability company.
Witness my hand and official seal.		
My commission expires:		
	Notar	y Public
[Signatures co	ntinue	on the next page]

CROW'S NEST, LLC, a South Dakota limited liability company

	By:
	Thomas S. Everist
	Manager
STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA	
	ras acknowledged before me this day of, nager of Crow's Nest, LLC, a South Dakota limited liability
Witness my hand and official	al seal.
	My commission expires:
	[End of Signatures]

EXHIBIT A-1

Legal Description of Benefited Property owned by ELH

(NORTH RANCH PARCEL)

A PARCEL OF LAND LOCATED IN TOWNSHIP 4 SOUTH, RANGE 78 WEST OF THE 6TH P.M., COUNTY OF SUMMIT, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTHEAST QUARTER (SOUTH 1/2 SOUTHEAST 1/4) OF SECTION NINE (9); LOT TWELVE (12) TO THE CENTER OF THE BLUE RIVER OF SECTION TEN (10); LOTS EIGHT (8), NINE (9), SIXTEEN (16), SEVENTEEN (17), THE WEST HALF OF THE SOUTHEAST QUARTER (WEST 1/2 SOUTHEAST 1/4), THE WEST HALF OF THE NORTHWEST QUARTER (WEST 1/2 NORTHWEST 1/4) AND THE WEST HALF OF THE SOUTHWEST QUARTER (WEST 1/2 SOUTHWEST 1/4) OF SECTION FIFTEEN (15); LOTS FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), AND TWENTY-TWO (22), THE NORTH HALF OF THE NORTHEAST QUARTER (NORTH 1/2 NORTHEAST 1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (EAST 1/2 SOUTHWEST 1/4) OF SECTION TWENTY-TWO (22); LOTS THREE (3), FIVE (5) AND ELEVEN (11), OF SECTION TWENTY-THREE (23); LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) AND THE WEST HALF OF THE NORTHEAST QUARTER (WEST 1/2 NORTHEAST 1/4) OF SECTION TWENTY-SEVEN (27);

EXCEPT THE FOLLOWING:

THE WESTERLY 260.50 FEET OF THE SOUTH 1/2 SOUTHEAST 1/4 OF SECTION 9; PORTIONS OF LOT 12, SECTION 10 DOCUMENTED BY DEEDS RECORDED JUNE 21, 1949 IN BOOK 134 AT PAGE 192 AND JULY 21, 1953 IN BOOK 145 AT PAGE 119 AND ALSO EXCEPT THAT PORTION OF LOT 12 AS DESCRIBED IN DEED RECORDED AUGUST 23, 2018 UNDER RECEPTION NO. 1177905. WESTERLY PORTIONS OF SECTIONS 15 AND 22 DOCUMENTED BY RECEPTION NO. 790587; EASTERLY PORTIONS OF SECTIONS 15 AND 22 ADJOINING THE COLORADO STATE HIGHWAY 9 WESTERLY RIGHT OF WAY DOCUMENTED BY RECEPTION NO. 543263; SECTIONS 15, 22 AND 23 EASTERLY OF THE COLORADO STATE HIGHWAY 9 EASTERLY RIGHT OF WAY; PORTIONS OF SECTIONS 22, 23 AND 27 DOCUMENTED BY PLAT RECORDED MARCH 11, 2016 UNDER RECEPTION NO. 1106534;

ALSO EXCEPT THAT PARCEL OF LAND KNOWN AS THE MARYLAND CREEK RANCH MINING OPERATIONS PARCEL AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH MARYLAND CREEK RANCH-FILING NO. 1, THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID FILING NO. 1 FOR THE FOLLOWING 11 COURSES:

- 1) S 66 DEGREES 17 MINUTES 18 SECONDS W, A DISTANCE OF 100.36 FEET;
- 2) 109.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 14 MINUTES 13 SECONDS AND A CHORD WHICH BEARS S 58 DEGREES 40 MINUTES 06 SECONDS, W 108.73 FEET DISTANT;
- 3) S 51 DEGREES 02 MINUTES 55 SECONDS W, A DISTANCE OF 85.97 FEET;
- 4) 92.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 59 MINUTES 01 SECONDS AND A CHORD WHICH BEARS S 65 DEGREES 02 MINUTES 25 SECONDS W 91.88 FEET DISTANT:
- 5) S 79 DEGREES 01 MINUTES 56 SECONDS W, A DISTANCE OF 117.60 FEET;
- 6) 158.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 12 MINUTES 24 SECONDS AND A CHORD WHICH BEARS S 67 DEGREES 53 MINUTES 25 SECONDS W 157.91 FEET DISTANT;
- 7) S 56 DEGREES 47 MINUTES 13 SECONDS W, A DISTANCE OF 70.00 FEET;
- 8) 440.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 86 DEGREES 56 MINUTES 46 SECONDS AND A CHORD WHICH BEARS N 79 DEGREES 44 MINUTES 24 SECONDS W 399.05 FEET DISTANT:
- 9) N 36 DEGREES 16 MINUTES 01 SECONDS W, A DISTANCE OF 70.00 FEET; 10) 335.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 41 DEGREES 49 MINUTES 59 SECONDS AND A CHORD WHICH BEARS N 57 DEGREES 11 MINUTES 01 SECONDS W 328.45 FEET DISTANT:
- 11) N 78 DEGREES 06 MINUTES 00 SECONDS W, A DISTANCE OF 44.84 FEET;

THENCE ALONG THE FOLLOWING 6 COURSES:

- 1) N 23 DEGREES 32 MINUTES 30 SECONDS W, A DISTANCE OF 2,692.65 FEET;
- 2) N 08 DEGREES 13 MINUTES 30 SECONDS W, A DISTANCE OF 1,335.00 FEET;
- 3) N 38 DEGREES 23 MINUTES 30 SECONDS W, A DISTANCE OF 526.00 FEET;
- 4) N 07 DEGREES 15 MINUTES 30 SECONDS E, A DISTANCE OF 988.79 FEET;
- 5) S 89 DEGREES 27 MINUTES 43 SECONDS E, A DISTANCE OF 5.29 FEET;
- 6) N 89 DEGREES 07 MINUTES 32 SECONDS E A DISTANCE OF 590.87 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY NO. 9:

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 5 COURSES:

- 1) S 23 DEGREES 44 MINUTES 59 SECONDS E, A DISTANCE OF 1,768.35 FEET;
- 2) S 66 DEGREES 15 MINUTES 01 SECONDS W, A DISTANCE OF 20.00 FEET;
- 3) S 23 DEGREES 44 MINUTES 59 SECONDS E, A DISTANCE OF 2,260.00 FEET;
- 4) N 66 DEGREES 15 MINUTES 01 SECONDS E, A DISTANCE OF 20.00 FEET;
- 5) S 23 DEGREES 44 MINUTES 59 SECONDS E, A DISTANCE OF 1,649.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

Legal Description of Benefited Property owned by Crow's Nest

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 15, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE NORTH 00 DEGREES 00 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 2385.89 FEET, THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST LEAVING SAID WEST LINE FOR A DISTANCE OF 288.42 FEET, THENCE SOUTH 49 DEGREES 33 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 405.43 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 96.89 FEET, THENCE SOUTH 58 DEGREES 39 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 185.42 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 269.28 FEET, THENCE SOUTH 89 DEGREES 59 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 122.32 FEET, THENCE SOUTH 00 DEGREES 05 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 3707.13 FEET, THENCE SOUTH 89 DEGREES 56 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 320.38 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 2047.18 FEET TO THE SOUTHWEST CORNER OF SECTION 15, THE POINT OF BEGINNING, COUNTY OF SUMMIT, STATE OF COLORADO.

ALL BEARINGS ARE REFERENCED TO A LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 10 AND THE WEST 1/16 CORNER ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 78 WEST, AND BEING MONUMENTED AT THE SECTION CORNER WITH A STANDARD B.L.M. PIPE AND BRASS CAP AT THE WEST 1/16 CORNER WITH A STANDARD U.S.F.S. ALUMINUM PIPE AND CAP PROPERLY MAKRED AND STAMPED LS 7325, THIS LINE IS ASSUMED TO BEAR NORTH 89 DEGREES 58 MINUTES 03 SECONDS EAST.

EXHIBIT B

Legal Description of Burdened Property

LAND KNOWN AS THE MARYLAND CREEK RANCH MINING OPERATIONS PARCEL AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH MARYLAND CREEK RANCH-FILING NO. 1, THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID FILING NO. 1 FOR THE FOLLOWING 11 COURSES:

- 1) S 66 DEGREES 17 MINUTES 18 SECONDS W, A DISTANCE OF 100.36 FEET;
- 2) 109.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 14 MINUTES 13 SECONDS AND A CHORD WHICH BEARS S 58 DEGREES 40 MINUTES 06 SECONDS, W 108.73 FEET DISTANT;
- 3) S 51 DEGREES 02 MINUTES 55 SECONDS W, A DISTANCE OF 85.97 FEET;
- 4) 92.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 59 MINUTES 01 SECONDS AND A CHORD WHICH BEARS S 65 DEGREES 02 MINUTES 25 SECONDS W 91.88 FEET DISTANT;
- 5) S 79 DEGREES 01 MINUTES 56 SECONDS W, A DISTANCE OF 117.60 FEET;
- 6) 158.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 12 MINUTES 24 SECONDS AND A CHORD WHICH BEARS S 67 DEGREES 53 MINUTES 25 SECONDS W 157.91 FEET DISTANT;
- 7) S 56 DEGREES 47 MINUTES 13 SECONDS W, A DISTANCE OF 70.00 FEET;
- 8) 440.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 86 DEGREES 56 MINUTES 46 SECONDS AND A CHORD WHICH BEARS N 79 DEGREES 44 MINUTES 24 SECONDS W 399.05 FEET DISTANT:
- 9) N 36 DEGREES 16 MINUTES 01 SECONDS W, A DISTANCE OF 70.00 FEET; 10) 335.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 41 DEGREES 49 MINUTES 59 SECONDS AND A CHORD WHICH BEARS N 57 DEGREES 11 MINUTES 01 SECONDS W 328.45 FEET DISTANT;
- 11) N 78 DEGREES 06 MINUTES 00 SECONDS W, A DISTANCE OF 44.84 FEET;

THENCE ALONG THE FOLLOWING 6 COURSES:

- 1) N 23 DEGREES 32 MINUTES 30 SECONDS W, A DISTANCE OF 2,692.65 FEET;
- 2) N 08 DEGREES 13 MINUTES 30 SECONDS W, A DISTANCE OF 1,335.00 FEET:
- 3) N 38 DEGREES 23 MINUTES 30 SECONDS W, A DISTANCE OF 526.00 FEET;
- 4) N 07 DEGREES 15 MINUTES 30 SECONDS E, A DISTANCE OF 988.79 FEET;
- 5) S 89 DEGREES 27 MINUTES 43 SECONDS E, A DISTANCE OF 5.29 FEET;

6) N 89 DEGREES 07 MINUTES 32 SECONDS E A DISTANCE OF 590.87 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY NO. 9;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 5 COURSES:

- 1) S 23 DEGREES 44 MINUTES 59 SECONDS E, A DISTANCE OF 1,768.35 FEET;
- 2) S 66 DEGREES 15 MINUTES 01 SECONDS W, A DISTANCE OF 20.00 FEET;
- 3) S 23 DEGREES 44 MINUTES 59 SECONDS E, A DISTANCE OF 2,260.00 FEET;
- 4) N 66 DEGREES 15 MINUTES 01 SECONDS E, A DISTANCE OF 20.00 FEET;
- 5) S 23 DEGREES 44 MINUTES 59 SECONDS E, A DISTANCE OF 1,649.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Depiction of the Emergency Access Easement Area

EXHIBIT D

Depiction of the Retaining Wall Easement Area

EXHIBIT E

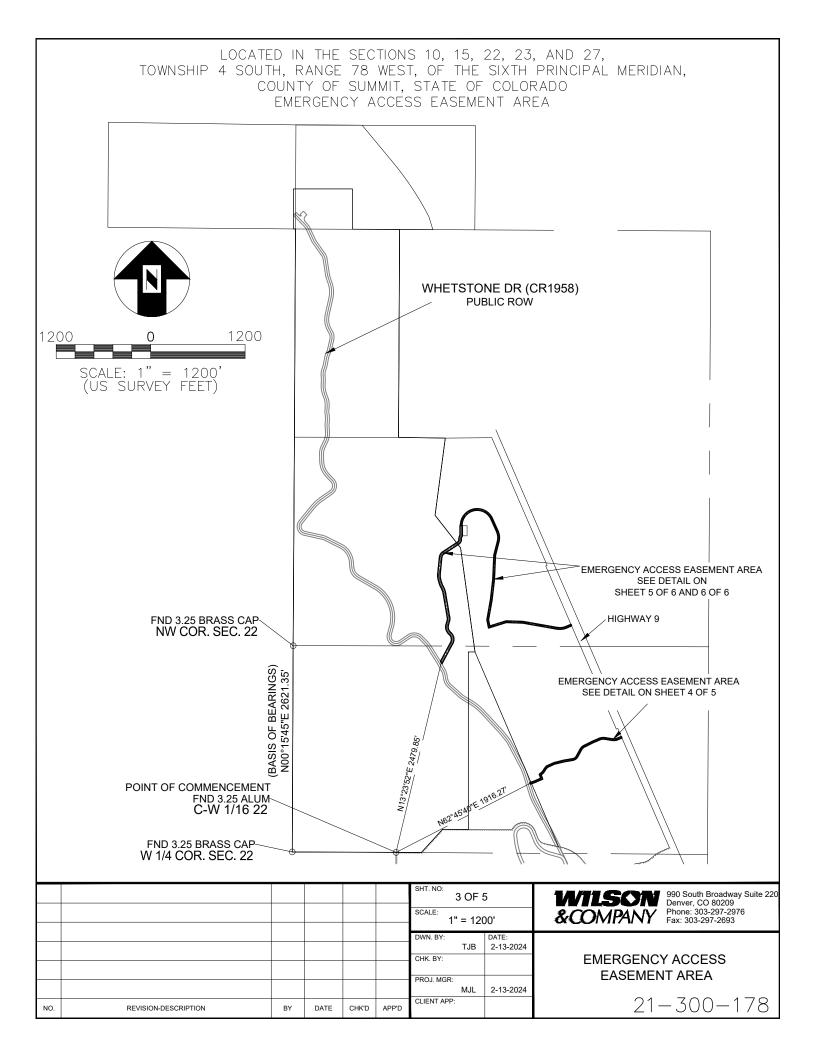
Depiction of the Water Facilities Easement Area and Water Facilities Access Easement Area

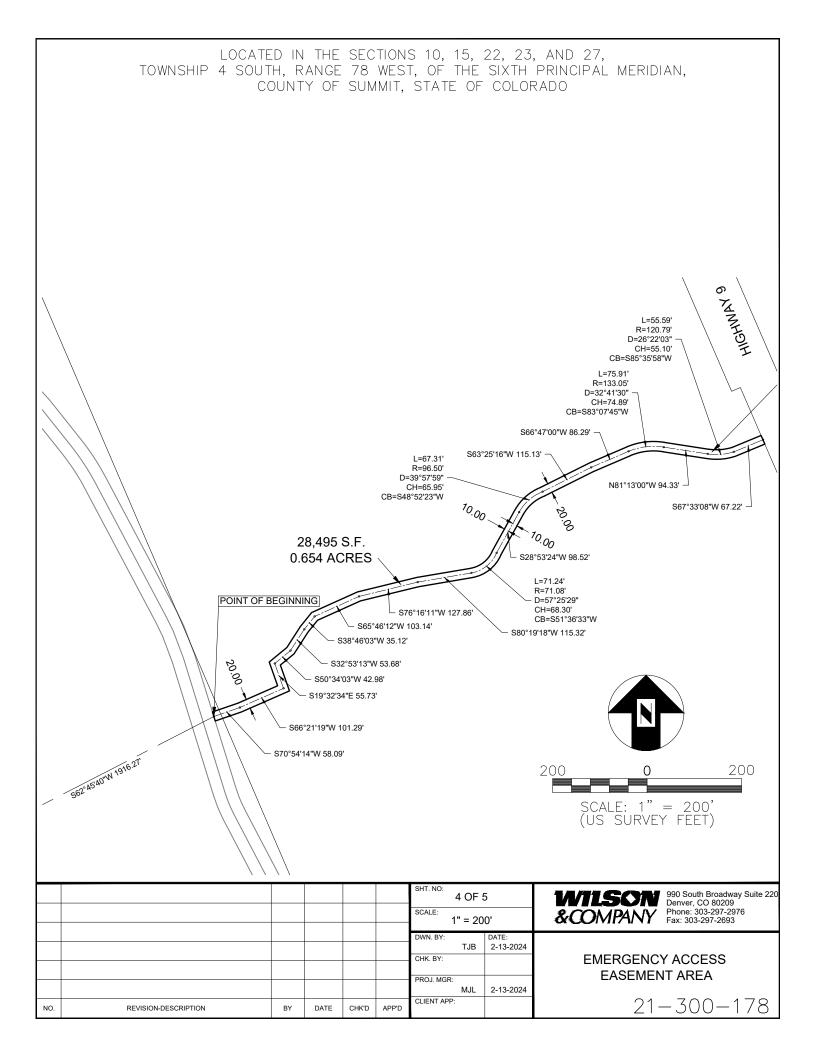
EXHIBIT F

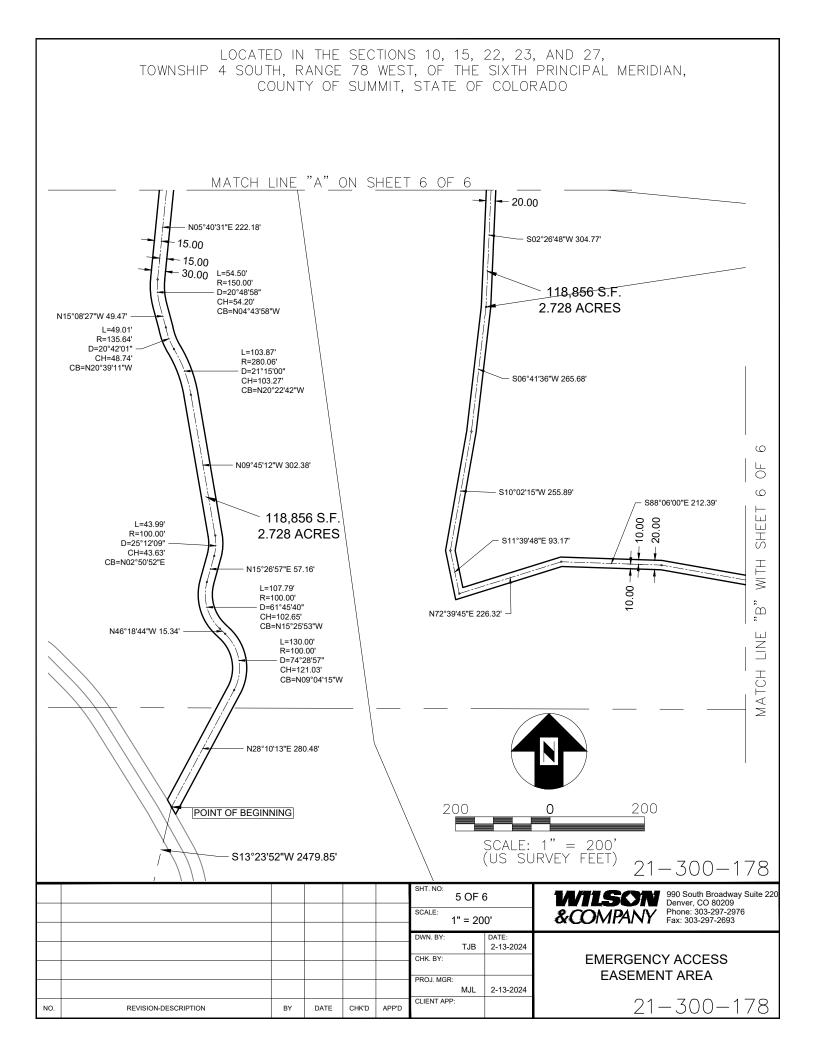
Depiction of the Open Space Easement Area

EXHIBIT G

Depiction of the Utility Easement Area







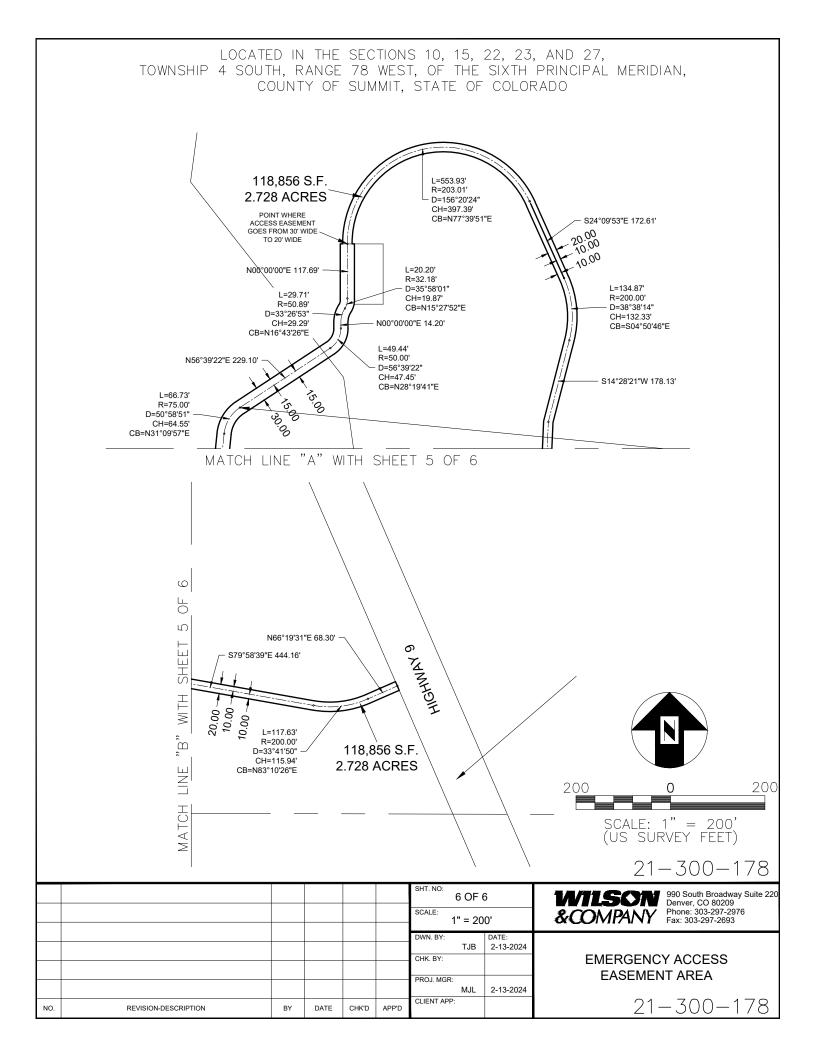
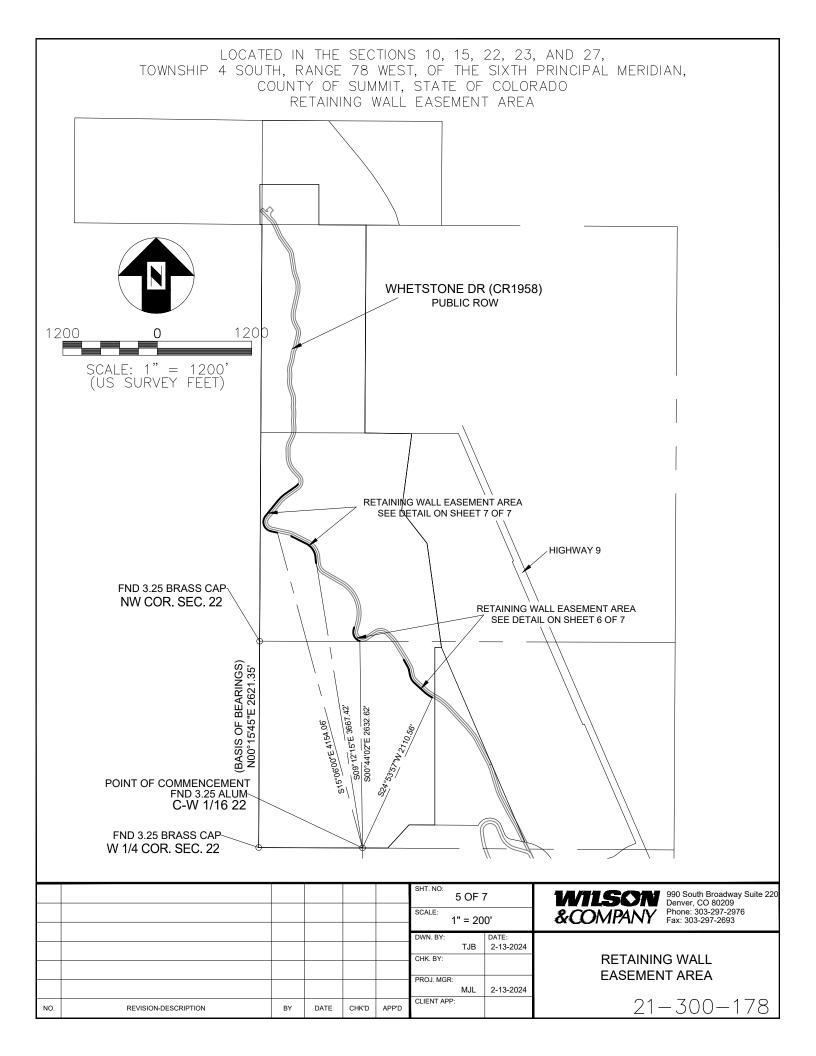
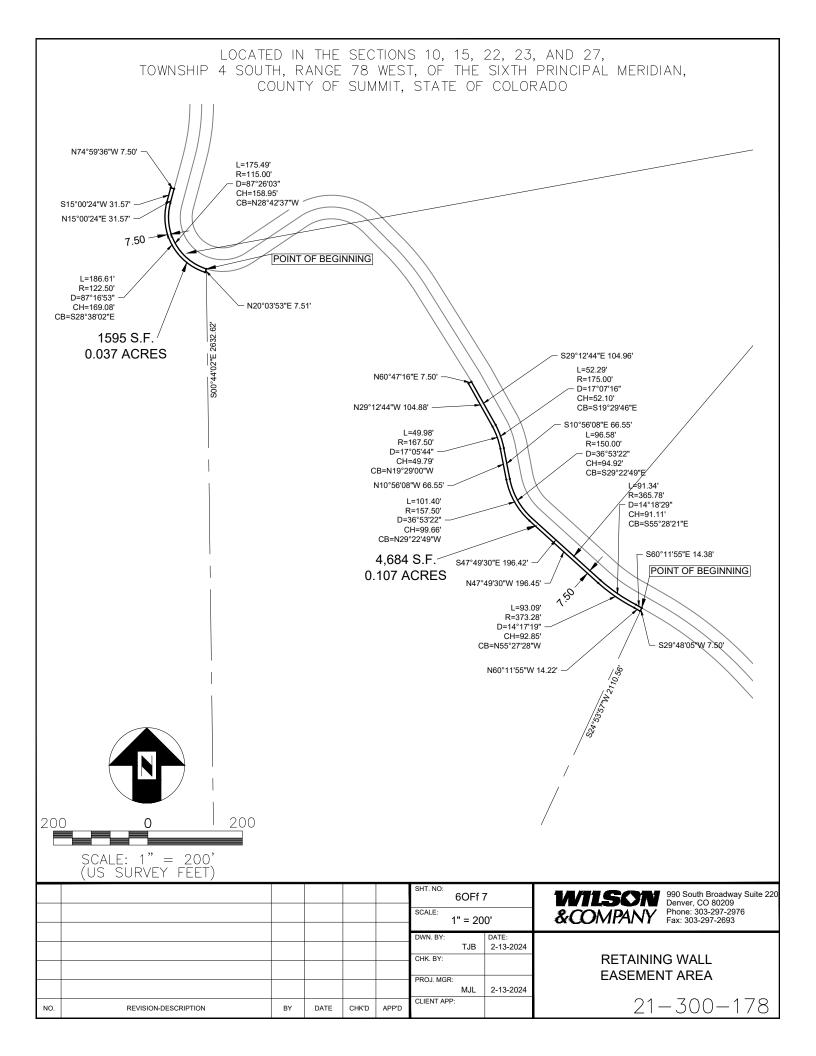


EXHIBIT D

Depiction of the Retaining Wall Easement Area





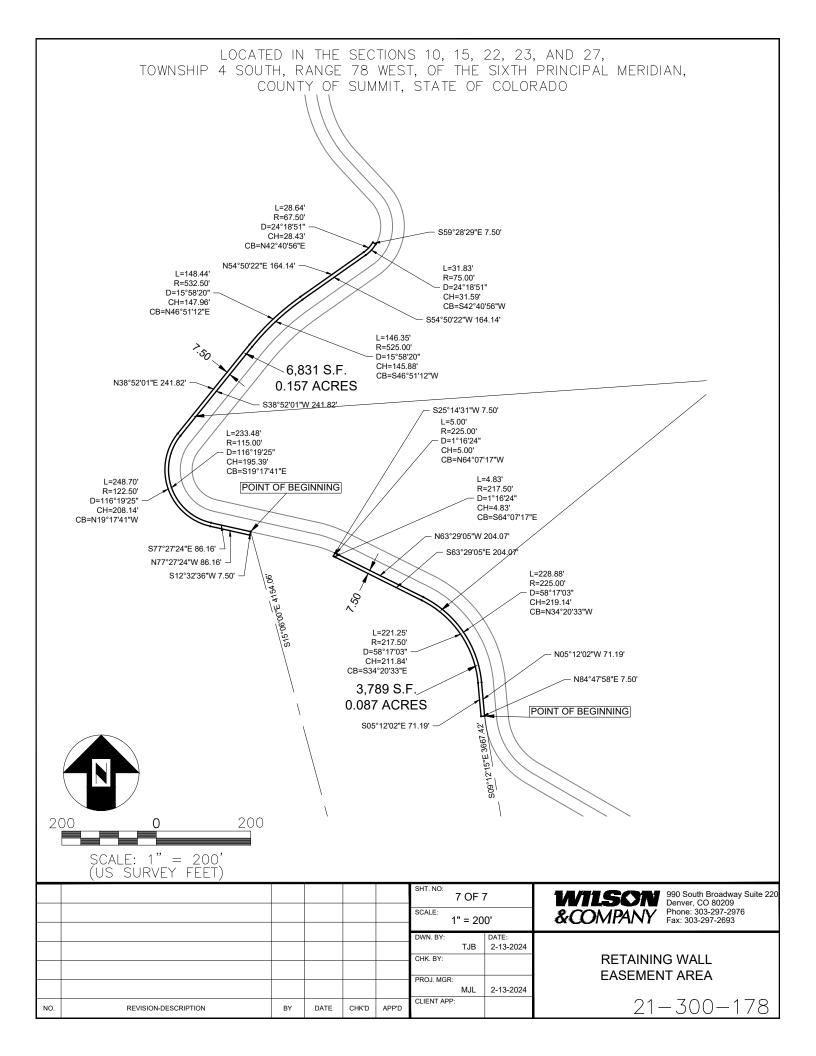
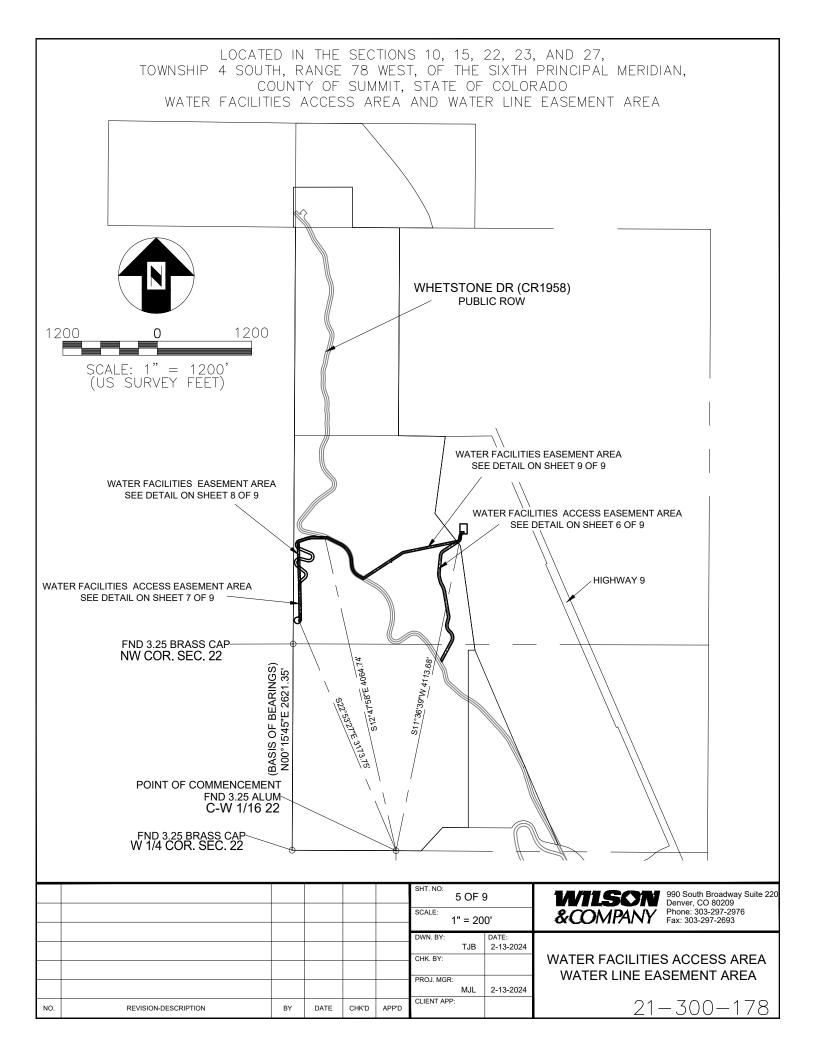
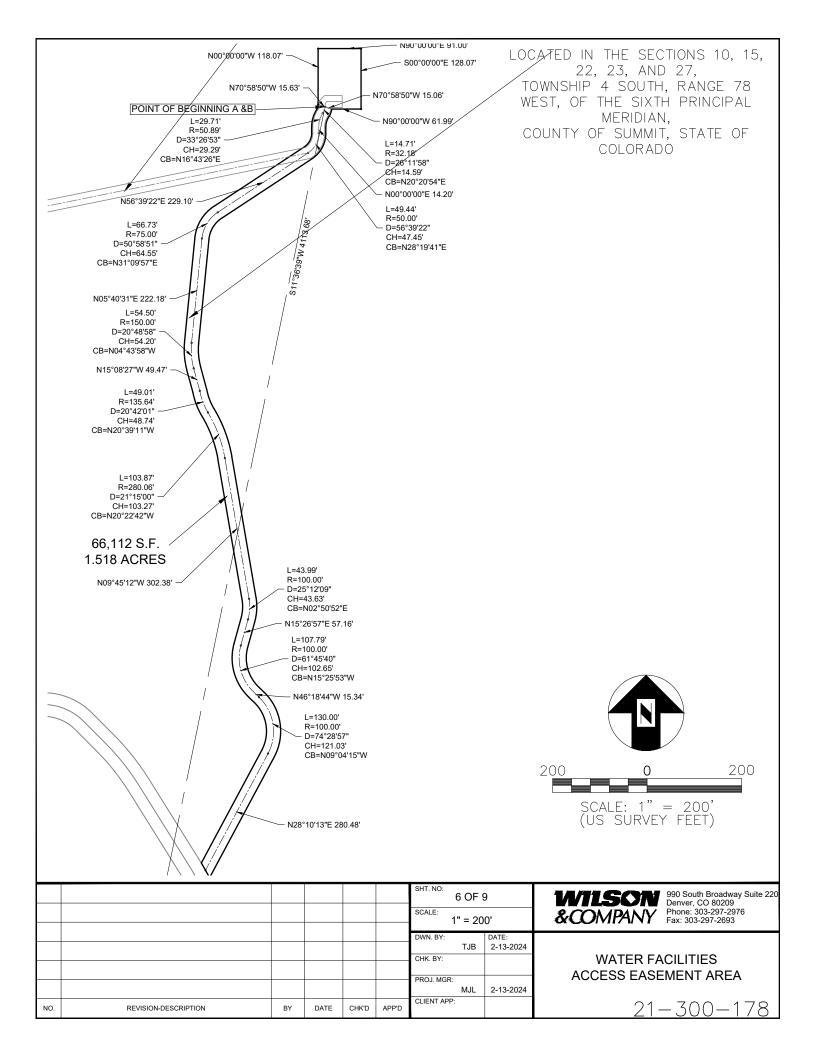
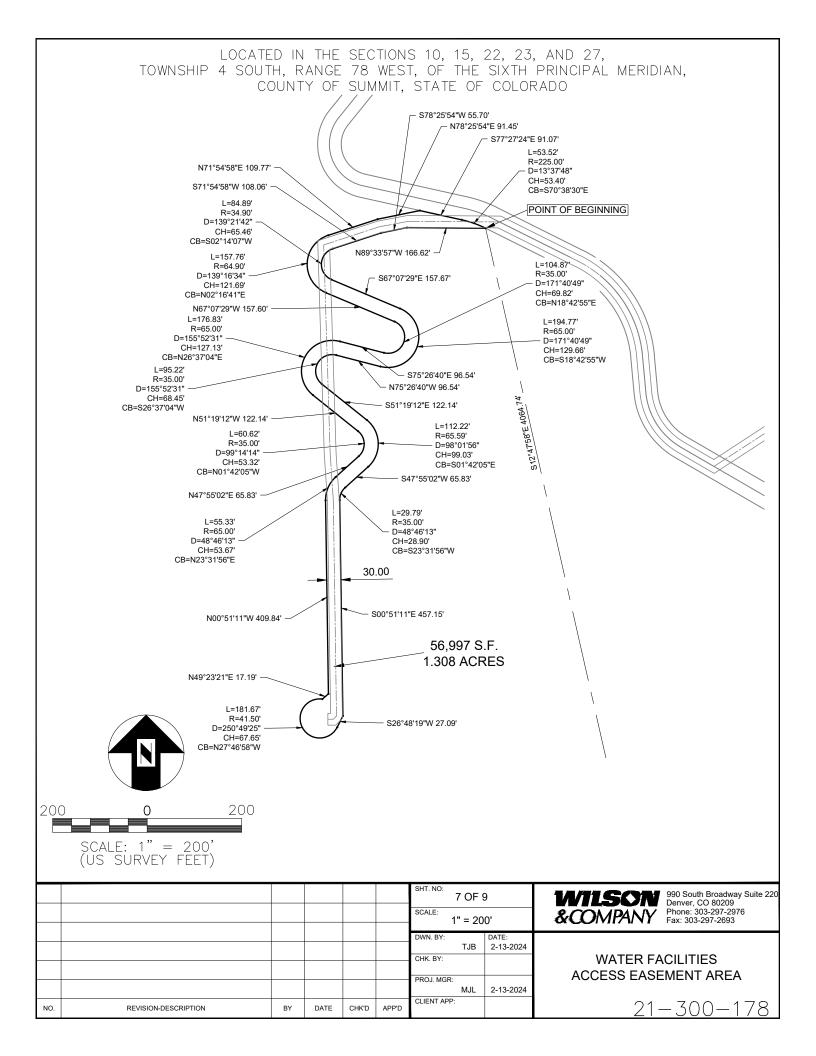


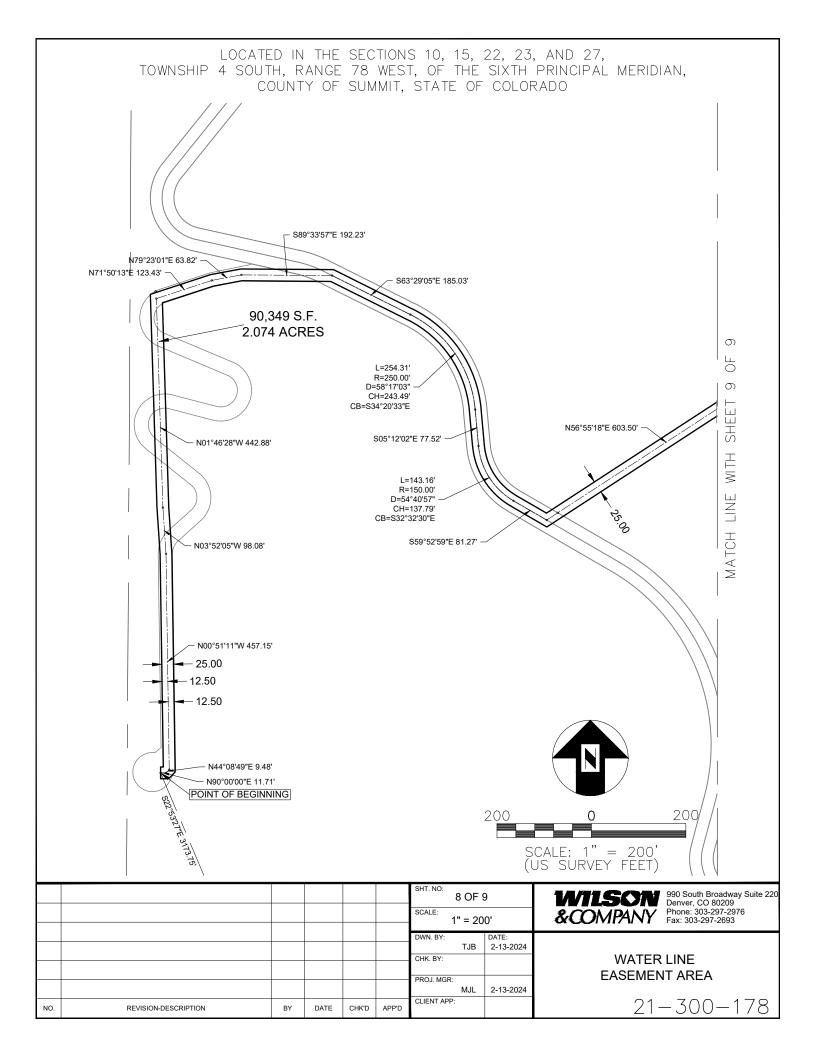
EXHIBIT E

Depiction of the Water Facilities Easement Area and Water Facilities Access Easement Area









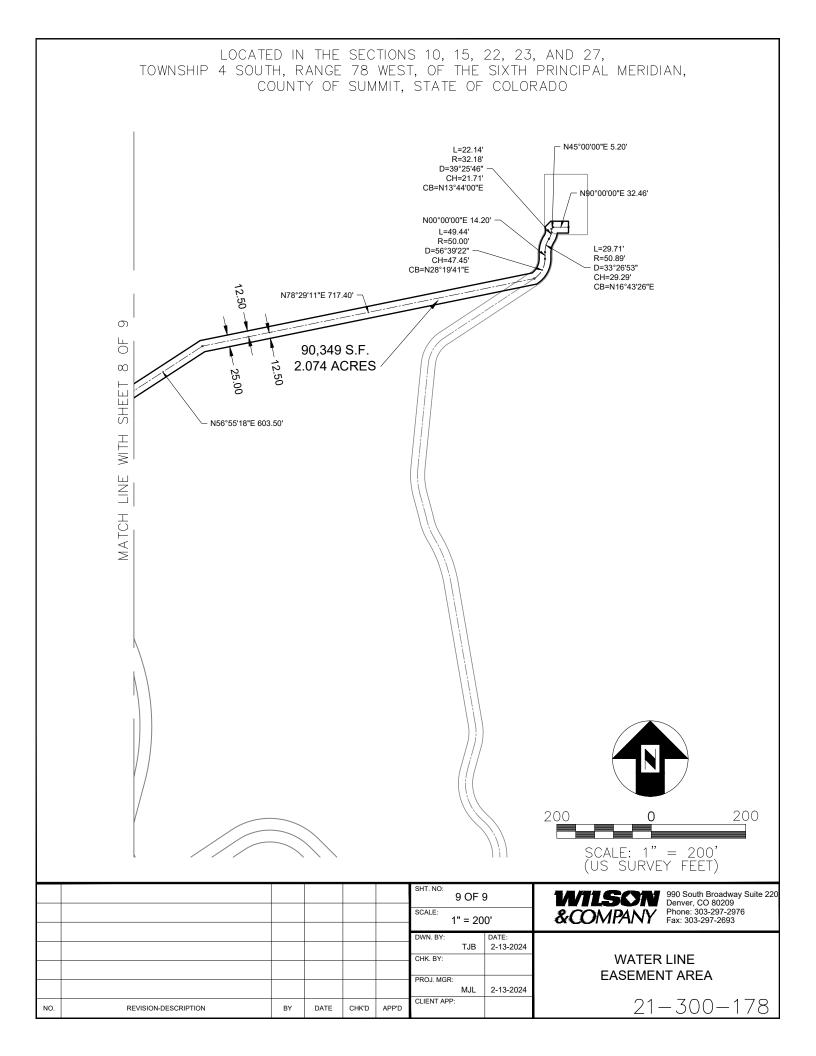


EXHIBIT F

Depiction of the Open Space Easement Area

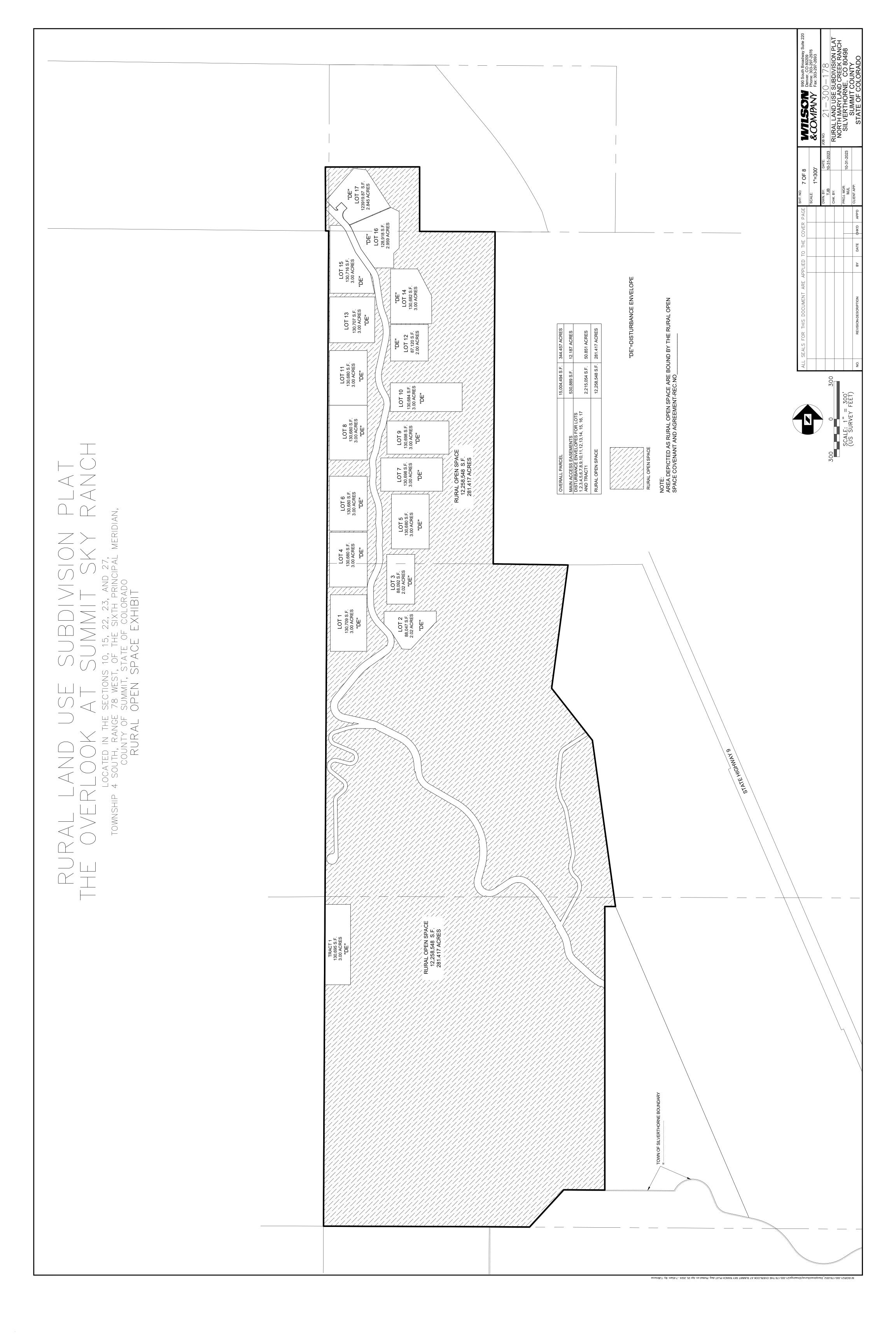


EXHIBIT G

Depiction of the Utility Easement Area

