AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Fossil Ridge/Clark Parcel Subdivision Exemption

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Trust for Public Land and the Gunnison Valley Housing Foundation have requested a subdivision exemption for the Fossil Ridge/Clark Parcel

Fiscal Impact: 0

Submitted by: Rachel Magruder **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

Reviewed by: ATrezise Discharge Date: 8/2/2013 Certificate of Insurance Required Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: KHaase Discharge Date: 8/2/2013

○ Consent Agenda ● Regular Agenda ○ Worksession Time Allotted: 10 minutes

Agenda Date: 8/6/2013 Follow Up Agenda Date: N/A

Revised April 2013

LOT SPLIT FACILITATION AGREEMENT
(FOSSIL RIDGE)

This Lot Split Facilitation Agreement (the "Agreement"), dated this _____ day of _____, 2013, is by and between **THE TRUST FOR PUBLIC LAND,** a California nonprofit public benefit corporation authorized to do business in Colorado, whose address is 1410 Grant Avenue #D210, Denver, CO 80203 (Tel: (303) 867-2331) (the "Owner"), and **GUNNISON VALLEY HOUSING FOUNDATION,** a Colorado nonprofit corporation, whose address is P.O. Box 1742, Gunnison, CO 81230 (Tel: 970-349-5363) (hereinafter referred to as "GVHF"). Owner and GVHF are hereafter collectively referred to as the "Parties".

Recitals

WHEREAS, the Owner, GVHF, and Ralph ("Butch) E. Clark III and Judy P. Clark entered into that certain Donation Agreement dated October 18, 2010 whereby the Clarks donated to the Owner, in furtherance of the Owner's nonprofit purposes and for the benefit of the GVHF, a 960 acre parcel (the "Fossil Ridge Property") for the purposes set forth in said Donation Agreement; and

WHEREAS, GVHF and Owner desire to create a new lot of fifteen (15) acres, more or less, including an existing rustic cabin (the "Cabin Parcel"), a description of which is attached hereto as Exhibit A, as a separate and distinct parcel, out of the Fossil Ridge Property, a description of which (Fossil Ridge Property) is attached hereto as Exhibit B, along with a nonexclusive, access and utility easement along an existing roadway, a description of which is attached hereto as Exhibit C ("Easement"), and all as depicted on that certain plat of survey entitled FOSSIL RIDGE EXEMPTION PLAT, for The Trust for Public Land, prepared by Schmueser, Gordon & Meyer, dated February 11, 2013, a copy of which is attached hereto as Exhibit D; and

WHEREAS, GVHF has agreed to undertake and to be responsible for any and all actions, filings, expenses, and other matters required to accomplish a lot split creating the Cabin Parcel as a separate and distinct parcel; and

WHEREAS, GVHF represents that it possesses the necessary expertise to carry out the purposes of this Agreement; and.

WHEREAS, upon the creation of the Cabin Parcel, Owner shall deliver to GVHF the Special Warranty Deed to the Cabin Parcel, attached hereto as Exhibit E, and the Access and Utility Easement, attached hereto as Exhibit F, fully executed, and GVHF shall file same of in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein below, and other consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto agree:

1. Scope of Work.

(a) GVHF shall perform such acts as are necessary or desirable to undertake and to be responsible for any and all actions, filings, expenses, and other matters required to accomplish a lot split creating the Cabin Parcel as a separate and distinct parcel (the "Actions").

(b) GVHF shall furnish the necessary personnel, incidental Actions, equipment and facilities to perform the Actions hereunder.

(c) GVHF shall perform the Actions in full compliance with applicable Federal, state and local laws and regulations and in full conformity with the standards of care and diligence normally practiced by reputable foundations in performing similar work in the community in which the Property is located.

(d) GVHF will regularly consult with Owner on the status and results of the Actions, and will submit written and verbal reports as necessary to keep Owner fully informed.

(e) GVHF shall not file any documents, whether survey plats, deeds, or similar things with any public agency unless approved in advance in writing by Owner, which approval shall not be unreasonably withheld or delayed.

2. Term. This Agreement is effective upon execution by both parties and shall continue until recordation of the lot split adjustment plat after all necessary approvals of the jurisdictional public agencies.

3. Expense and Cost. GVHF shall bear all cost and expense associated with accomplishing the lot split.

4. Termination. Notwithstanding the provisions of Section 2, Owner shall have the right, at any time, in its sole discretion, by written notice to GVHF, to cancel this Agreement, if GVHF breaches any of its duties or obligations set forth in this Agreement. GVHF shall stop work immediately upon receipt of a notice of termination and promptly deliver to Owner the results of GVHF's work to date of termination.

5. Project Direction. All Actions shall be carried out by or under the supervision of GVHF.

6. Site Access. Owner shall provide GVHF, its agents and subcontractors vehicular access to the Property.

7. Indemnification. GVHF shall defend, protect, indemnify and hold harmless Owner, its directors, officers, employees, agents and contractors and affiliated entities, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, attorney's fees and costs ("Liabilities") arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of GVHF, its agents, or employees with respect to the subject matter hereof.

8. Conveyance Upon Parcel Creation. Upon creation of the Cabin Parcel as a legal parcel, GVHF shall provide evidence of same to Owner and Owner shall deliver to GVHF for recordation the Special Warranty Deed (Exhibit E) and the nonexclusive Access and Utility Easement (Exhibit F). Upon receipt of same, and no later than September 1, 2013, GVHF shall relocate the roadway within the Access and Utility Easement so that it lies entirely on the Fossil Ridge Property, because said roadway currently crosses onto a small portion of the Northeast corner of the real property identified on Exhibit D as GLO Tract 46, owned by the United States of America and managed by the U.S. Forest Service, and which is located to the West and South of the Fossil Ridge Property. The modified roadway shall be the same width as the existing roadway. Specifically, GVHF shall move said roadway to the Fossil Ridge Property along its western boundary line, totally off of the adjoining property, and shall further reseed said adjoining property along the prior roadway. Upon completion of same, GVHF shall have prepared a new description of said Easement, which the parties agree to file of record.

9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior or contemporaneous written or oral agreements between the Parties respecting the subject matter hereof.

10. Modification. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both Parties.

11. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. GVHF shall not be entitled to assign any of its rights or obligations hereunder without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed.

13. Time of the Essence. GVHF understands that time is of the essence in this Agreement and that Owner will be relying on the timeliness of the Actions in Owner's subdivision and acquisition of the Cabin Parcel.

14. Counterparts. This Agreement may be executed in multiple counterparts and each such executed counterpart shall be deemed an original, but all of which together shall constitute a single instrument.

15. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado applicable to contracts made and to be performed in Colorado.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date and year first above written.

OWNER:

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation authorized to do business in Colorado

By _____
Justin Spring
Senior Project Manager

Date: _____

GVHF:

GUNNISON VALLEY HOUSING FOUNDATION, a Colorado nonprofit corporation

By: _____
Jim Starr
President

Date: _____

EXHIBIT A
(Cabin Property Description)

A PARCEL OF LAND BEING A PORTION OF THAT LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER N0.3 OF SAID GLO TRACT 37, CORNER N0.4 OF SAID GLO TRACT 46 AND CORNER N0.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 37 AND TRACT 47, N89°56'48"E A DISTANCE OF 1139.76. FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES THROUGH SAID GLO TRACT 37: (1) N. 00°00'00" EAST, A DISTANCE OF 754.55 FEET; (2) S76°42'06"E A DISTANCE OF 214.29 FEET; (3) S72°38'27" E A DISTANCE OF 635.42 FEET; (4) S64°30'43" E, A DISTANCE OF 327.33 FEET, (5) S 00°00'04"W A DISTANCE OF 373.78 FEET TO SAID COMMON BOUNDARY BETWEEN GLO TRACT 37 AND TRACT 47; THENCE ALONG SAID COMMON BOUNDARY S89°56'48"W A DISTANCE OF 1110.48 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 15.00 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

EXHIBIT B
(Fossil Ridge Property Description)

TOWNSHIP 50 NORTH, RANGE 2 EAST, N.M.P.M.:

Section 2: SW/4
Section 3: S/2
Section 4: SE/4
Section 10: NE/4
Section 11: NW/4
(Includes all of tract 37 and part of Tract 38, according to the independent resurvey of July 27, 1933, as accepted on March 2, 1934, by the Assistant Commissioner of the Department of the Interior, General Land Office),

County of Gunnison,
State of Colorado,

containing 960 acres, more or less.

EXHIBIT C
(Nonexclusive Access and Utility Easement (Existing Roadway) Description)

Road Easement Centerline Description

SAID STRIP OF LAND BEING 30 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER NO.3 OF SAID GLO TRACT 37, CORNER NO.4 OF SAID GLO TRACT 46 AND CORNER NO.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE N59°07'00”E A DISTANCE OF 1431.30 FEET TO THE INTERSECTION OF AN EXISTING TWO-TRACK ACCESS ROAD AND THE NORTHERLY BOUNDARY OF "PARCEL A" AS DESCRIBED AND SHOWN HEREON; THENCE THE FOLLOWING THIRTY-SIX (36) COURSES ALONG SAID ACCESS ROAD THROUGH SAID GLO TRACTS 37, 38 AND 46: (1) N31°31'01"W A DISTANCE OF 66.50 FEET; (2) N45°44'05"W A DISTANCE OF 218.70 FEET; (3) N51°46'47"W A DISTANCE OF 267.34 FEET; (4) N31°27'16"W A DISTANCE OF 174.00 FEET; (5) N36°07'59"W A DISTANCE OF 212.25 FEET; (6) N24°09'09"W A DISTANCE OF 233.52 FEET; (7) N31°11'31"W A DISTANCE OF 235.23 FEET; (8) N41°49'50"W A DISTANCE OF 62.23 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 32°05'00" (CHORD = N25°47’20”W, 96.72 FEET); (9) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 97.99 FEET TO A POINT OF TANGENT LINE; (10) N09°44'50"W A DISTANCE OF 84.35 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 32°55'02" (CHORD = N26°12’20”W, 113.33 FEET); (11) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 114.90 FEET TO A POINT OF TANGENT LINE; (12) N42°39'51"W A DISTANCE OF 177.97 FEET: (13) N25°42'47"W A DISTANCE OF 108.14 FEET: (14) N19°34'45"W A DISTANCE OF 374.41 FEET: (15) N00°49'43"W A DISTANCE OF 132.14 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 60°26'14" (CHORD = N31°02'50"W, 176.16 FEET); (16) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 184.60 FEET TO A POINT OF TANGENT LINE; (17) N61°15'57"W A DISTANCE OF 104.60 FEET: (18) N53°00'38"W A DISTANCE OF 118.33 FEET: (19) N62°59'44"W A DISTANCE OF 90.83 FEET: (20) N51°16'56"W A DISTANCE OF 255.92 FEET: (21) N37°46'04"W A DISTANCE OF 245.83 FEET: (22) N25°58'45"W A DISTANCE OF 134.01 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 42°27'09" (CHORD = N47°12'20"W, 271.54 FEET); (23) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 277.85 FEET TO A POINT OF TANGENT LINE; (24) N68°25'54"W A DISTANCE OF 341.19 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 63°47'14" (CHORD = S79°40'29"W, 264.17 FEET); (25) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC

DISTANCE OF 278.32 FEET TO A POINT OF TANGENT LINE; (26) S47°46'52"W A DISTANCE OF 177.74 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 48°31'27" (CHORD = S72°02'35"W, 287.64 FEET); (27) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 296.42 FEET TO A POINT OF TANGENT LINE; (28) N83°41'42"W A DISTANCE OF 179.86 FEET: (29) S89°48'34"W A DISTANCE OF 169.79 FEET: (30) N80°25'41"W A DISTANCE OF 403.19 FEET: (31) N66°36'58"W A DISTANCE OF 97.15 FEET: (32) N76°59'42"W A DISTANCE OF 162.69 FEET: (33) N69°29'50"W A DISTANCE OF 220.51 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 35°44'56" (CHORD = N87°22'18"W, 46.04 FEET); (34) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 46.80 FEET TO A POINT OF REVERSE CURVATURE WITH A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 71°35'56" (CHORD = N69°26'48"W, 274.93 FEET); (35) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 293.66 FEET TO A POINT OF TANGENT LINE; (36) N33°38'50"W A DISTANCE OF 363.57 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 9.64 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

EXHIBIT D
(Survey Plat)

See attached plat.

EXHIBIT E
(Special Warranty Deed)

After Recording Return To:

Gunnison Valley Housing Foundations
P.O. Box 1742
Gunnison, CO 81230

_____

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 2013, between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation authorized to do business in Colorado, whose address is 116 New Montgomery, 4th Floor, San Francisco, CA 94105, GRANTOR, and the GUNNISON VALLEY HOUSING FOUNDATION, a Colorado nonprofit corporation, whose address is P.O. Box 1742, Gunnison, CO 81230;

WITNESSETH, that the said Grantor, does by these presents GRANT, BARGAIN and CONVEY by way of a donation to the said GRANTEE and its assigns land lying and being in Gunnison County, Colorado, and described as follows:

NEW MEXICO PRINCIPAL MERIDIAN

A PARCEL OF LAND BEING A PORTION OF THAT LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER NO.3 OF SAID GLO TRACT 37, CORNER NO.4 OF SAID GLO TRACT 46 AND CORNER NO.4

OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 37 AND TRACT 47, N89°56'48”E A DISTANCE OF 1139.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES THROUGH SAID GLO TRACT 37: (1) N00°00'00"E A DISTANCE OF 754.55 FEET; (2) S76°42'06"E A DISTANCE OF 214.29 FEET; (3) S72°38'27"E A DISTANCE OF 635.42 FEET; (4) S64°30'43"E A DISTANCE OF 327.33 FEET; (5) S00°00'04"W A DISTANCE OF 373.78 FEET TO SAID COMMON BOUNDARY BETWEEN GLO TRACT 37 AND TRACT 47; THENCE ALONG SAID COMMON BOUNDARY S89°56'48"W A DISTANCE OF 1110.48 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 15.00 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

COUNTY OF GUNNISON,
STATE OF COLORADO.

Together with all and singular hereditaments and appurtenances thereof belonging, or in anywise appertaining to, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto, and all the estate, right, title, interest, claim and demand whatsoever of the said Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To have and to hold the same premises above granted and described with the appurtenances, unto the Grantee and its assigns forever.

GRANTOR covenants and warrants that it is lawfully seized and possessed of the real property described above and has the full right, power, and authority to execute this conveyance, and that said property is free and clear of all liens, claims, or encumbrances, except for those items listed in **Exhibit A** attached hereto and incorporated herein by reference, and that it will defend the title to the real property conveyed herein and the quiet enjoyment thereof against the lawful claims and demands those persons, claiming by, through or under the Grantor and no one other, subject to the matters of record set forth on **Exhibit A**.

Signed and delivered this _____ day of _____, 2013, by the duly authorized representative of the Grantor.

GRANTOR:

THE TRUST FOR PUBLIC LAND, a non-profit California public benefit corporation

By:_____
JUSTIN SPRING,
Senior Project Manager

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2013, by JUSTIN SPRING, Senior Project Manager of The Trust for Public Land, a nonprofit California public benefit corporation.

WITNESS my hand and official seal.

Notary Public Signature

[SEAL]

My Commission expires: .

Exhibit A to Special Warranty Deed
(Title Commitment Schedule B-2 Exceptions)

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

Exceptions numbered **NONE** above are hereby omitted.

5. Deleted

6. (a) Taxes or assessments that are not shown as existing liens by the records of the taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a Public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record

8. The following Patent reservations as reserved in United States Patents recorded on March 7, 1927 in Book 235 at page 115 and recorded November 4, 1931 in Book 235 at page 310 affecting the subject property:

   a) All coal and other minerals, together with the right to prospect for, mine, and remove the same purusant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

   b) A right of way thereon for ditches or canals constructed by the authority of the United States.

9. Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the Gunnison Soil Conservation District.

10. Terms and conditions as contained in the Right of Way Easement from Gail Moore to Gunnison County Electric Association, Inc., its successors and or assigns, dated October 29, 1938, recorded July 14, 2005 as Reception No. 555671, affecting Township 50 North, Range 2 East, N.M.P.M., Section 3:SW1/4, and Section 4: SE1/4 no specific location given.

11. Access to the subject property appears to be through Forest Service Road No. 743 which is controlled by the United States Forest Service. Notwithstanding the Covered Risks clause of the policy, the Company does not insure against loss or damage for lack of access by reason of the rules and regulations of the United States Forest Service.

EXHIBIT F
(Access and Utility Easement – Nonexclusive)

ACCESS AND UTILITY EASEMENT

THIS GRANT OF EASEMENT ("Agreement") is made this ____ day of _____, 2013, by and between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation, authorized to do business in Colorado ("Grantor"), and the GUNNISON VALLEY HOUSING FOUNDATION, a Colorado nonprofit corporation, whose address is P.O. Box 1742, Gunnison, CO 81230.

W I T N E S S E T H:

A. Grantor owns that certain real estate located in the County of Gunnison, State of Colorado, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Servient Estate").

B. Grantee owns that certain real estate located in the County of Gunnison, State of Colorado more particularly described as follows:

See Exhibit B attached hereto and incorporated herein by reference (hereinafter the "Dominant Estate").

C. The Servient Estate is presently unimproved and the Dominant Estate has a rustic cabin and outbuildings located on it.

D. Grantor desires to grant and Grantee desires to receive a nonexclusive Sixty (60) foot wide easement, over and across an existing roadway which crosses the Servient Estate for the benefit of the Dominant Estate, the centerline of which is more particularly described as follows:

See Exhibit C attached hereto and incorporated herein by reference (hereinafter the "Roadway").

NOW, THEREFORE, in consideration of their respective covenants and agreements set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree to the following.

1. **INCORPORATION OF RECITALS**. The recitals set forth above are incorporated herein by reference as if fully set forth herein.

2. **GRANT OF EASEMENT**. Grantor hereby grants to Grantee a nonexclusive permanent and perpetual easement, to run with the land, over, across and on the Roadway for the purposes of ingress, egress, and the installment, maintenance, repair and replacement of any utilities, which shall be underground (the "Easement"); provided, however, that Grantee shall have no absolute right to plow snow from the Roadway, and shall first consult with and receive Grantor's approval for same, which approval shall not be unreasonably withheld.

3. **MAINTENANCE, REPAIR AND LIABILITY**. Grantee shall be and hereby is authorized to repair and maintain the Easement over the Servient Estate to ensure that it is useable and passable for ingress and egress to the Dominant Estate, and for the installment, maintenance, repair and replacement of any utilities, and is permitted to place basecourse and gravel on the Easement, but shall have no authority or permission to pave the Easement or otherwise make the Roadway surface impermiable. Grantee is responsible for noxious weed control within the Easement. Plowing of the Easement in the winter time is prohibited. Grantee hereby agrees to and does indemnify and hold Grantor, its directors, officers, employees, agents and attorneys, harmless from any and all demands, claims, causes of action, judgments, liabilities, costs, expenses and fees, including reasonable attorneys' fees, incurred by Grantor, which arise from or in connection with Grantee's, or Grantee's directors, officers, employees, agents, invitees, and/or any other person using said Easement by or through the Grantee, use, maintenance, repair and presence on and under the Easement.

4. **INCIDENTAL TRESPASS**. Grantor agrees that, during maintenance of the Roadway and placement or maintenance of any utilities, no reasonable incidental trespass caused by equipment or material beyond the easement shall be deemed a trespass.

5. **USE OF SERVIENT ESTATE AND ROADWAY**. Grantor shall have the right to use the Servient Estate and the Roadway for any purposes not inconsistent with the full use and enjoyment of the rights herein granted to the Grantee. Grantor shall not be responsible for any damage to the Roadway and associated utilities caused by its use of the Servient Estate, unless it is caused by Grantor's intentional acts or gross negligence.

6. **RESTORATION**. Immediately upon completion of any maintenance or reconstruction work within the Easement, Grantee shall restore any property disturbed or damaged to a condition as near as reasonably possible to the condition that existed prior to such work. Such restoration shall include reseeding with native plants which are free of noxious weeds.

7. **INSURANCE**. Grantee shall obtain and maintain general liability insurance covering the use of the Dominant Estate and the Easement in reasonable commercial amounts at all times.

8. **MISCELLANEOUS**.

(a) **Governing Law**. This Agreement shall be governed by the laws of the State of Colorado.

(b) **Waiver of Default**. Failure by either party to enforce any provision of this

Agreement shall not be construed as a waiver of such provision or of the right to such party thereafter to enforce such provision. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

(c) **Modifications**. Except as expressly set forth elsewhere in this Agreement, this Agreement may be modified only in writing, signed by both parties hereto.

(d) **Integration Clause**. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior correspondence, conversations and negotiations with respect thereto.

(e) **Attorney's Fees**. The parties agree that reasonable attorneys fees and costs shall be awarded to the prevailing party in any arbitration or litigation between the parties in connection with this Agreement.

(f) **Binding Effect**. This Agreement shall be binding upon the heirs, successors, assigns and representatives of the parties hereto and shall run with the Servient and Dominant Estates.

(g) **Severability**. If any provision, in whole or in part, of this Agreement should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this Agreement which shall continue to bind the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above set forth.

GRANTOR	GRANTEE
THE TRUST FOR PUBLIC LAND	GUNNISON VALLEY HOUSING AUTHORITY
By: _____	By: _____
Name: Justin Spring	Jim Starr
Title: Senior Project Manager	President
Date:_____	Date:_____

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2013, by Justin Spring, as Senior Project Manager of The Trust for Public Land, a California nonprofit public benefit corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on this _____ day of _____, 2013, by Jim Starr as President of the Gunnison Valley Housing Foundation, a Colorado nonprofit corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit A – Servient Estate

[945 acre parcel]

Exhibit B – Dominant Estate

A PARCEL OF LAND BEING A PORTION OF THAT LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER N0.3 OF SAID GLO TRACT 37, CORNER N0.4 OF SAID GLO TRACT 46 AND CORNER N0.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 37 AND TRACT 47, N89°56'48"E A DISTANCE OF 1139.76. FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES THROUGH SAID GLO TRACT 37: (1) N. 00°00'00" EAST, A DISTANCE OF 754.55 FEET; (2) S76°42'06"E A DISTANCE OF 214.29 FEET; (3) S72°38'27" E A DISTANCE OF 635.42 FEET; (4) S64°30'43" E, A DISTANCE OF 327.33 FEET, (5) S 00°00'04"W A DISTANCE OF 373.78 FEET TO SAID COMMON BOUNDARY BETWEEN GLO TRACT 37 AND TRACT 47; THENCE ALONG SAID COMMON BOUNDARY S89°56'48"W A DISTANCE OF 1110.48 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 15.00 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

Exhibit C – Roadway Easement Centerline Description

SAID STRIP OF LAND BEING 30 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER NO.3 OF SAID GLO TRACT 37, CORNER NO.4 OF SAID GLO TRACT 46 AND CORNER NO.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE N59°07'00”E A DISTANCE OF 1431.30 FEET TO THE INTERSECTION OF AN EXISTING TWO-TRACK ACCESS ROAD AND THE NORTHERLY BOUNDARY OF "PARCEL A" AS DESCRIBED AND SHOWN HEREON; THENCE THE FOLLOWING THIRTY-SIX (36) COURSES ALONG SAID ACCESS ROAD THROUGH SAID GLO TRACTS 37, 38 AND 46: (1) N31°31'01"W A DISTANCE OF 66.50 FEET; (2) N45°44'05"W A DISTANCE OF 218.70 FEET; (3) N51°46'47"W A DISTANCE OF 267.34 FEET; (4) N31°27'16"W A DISTANCE OF 174.00 FEET; (5) N36°07'59"W A DISTANCE OF 212.25 FEET; (6) N24°09'09"W A DISTANCE OF 233.52 FEET; (7) N31°11'31"W A DISTANCE OF 235.23 FEET; (8) N41°49'50"W A DISTANCE OF 62.23 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 32°05'00" (CHORD = N25°47’20”W, 96.72 FEET); (9) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 97.99 FEET TO A POINT OF TANGENT LINE; (10) N09°44'50"W A DISTANCE OF 84.35 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 32°55'02" (CHORD = N26°12’20”W, 113.33 FEET); (11) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 114.90 FEET TO A POINT OF TANGENT LINE; (12) N42°39'51"W A DISTANCE OF 177.97 FEET: (13) N25°42'47"W A DISTANCE OF 108.14 FEET: (14) N19°34'45"W A DISTANCE OF 374.41 FEET: (15) N00°49'43"W A DISTANCE OF 132.14 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 60°26'14" (CHORD = N31°02'50"W, 176.16 FEET); (16) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 184.60 FEET TO A POINT OF TANGENT LINE; (17) N61°15'57"W A DISTANCE OF 104.60 FEET: (18) N53°00'38"W A DISTANCE OF 118.33 FEET: (19) N62°59'44"W A DISTANCE OF 90.83 FEET: (20) N51°16'56"W A DISTANCE OF 255.92 FEET: (21) N37°46'04"W A DISTANCE OF 245.83 FEET: (22) N25°58'45"W A DISTANCE OF 134.01 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 42°27'09" (CHORD = N47°12'20"W, 271.54 FEET); (23) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 277.85 FEET TO A POINT OF TANGENT LINE; (24) N68°25'54"W A DISTANCE OF 341.19 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 63°47'14" (CHORD = S79°40'29"W, 264.17 FEET); (25) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 278.32 FEET TO A POINT OF TANGENT LINE; (26) S47°46'52"W A DISTANCE OF 177.74 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 48°31'27" (CHORD = S72°02'35"W, 287.64 FEET); (27) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN

ARC DISTANCE OF 296.42 FEET TO A POINT OF TANGENT LINE; (28) N83°41'42"W A DISTANCE OF 179.86 FEET: (29) S89°48'34"W A DISTANCE OF 169.79 FEET: (30) N80°25'41"W A DISTANCE OF 403.19 FEET: (31) N66°36'58"W A DISTANCE OF 97.15 FEET: (32) N76°59'42"W A DISTANCE OF 162.69 FEET: (33) N69°29'50"W A DISTANCE OF 220.51 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 35°44'56" (CHORD = N87°22'18"W, 46.04 FEET); (34) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 46.80 FEET TO A POINT OF REVERSE CURVATURE WITH A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 71°35'56" (CHORD = N69°26'48"W, 274.93 FEET); (35) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 293.66 FEET TO A POINT OF TANGENT LINE; (36) N33°38'50"W A DISTANCE OF 363.57 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 9.64 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

AGREEMENT CREATING RESTRICTIVE COVENANTS

This Agreement Creating Restrictive Covenants ("Agreement") is dated this ____ day of August 2013, and is by and among **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in Colorado, whose address is 1410 Grant Street #D210, Denver, CO 80203 (the "**Owner**"), the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO**, a political subdivision of the State of Colorado whose address is 200 East Virginia, Gunnison, CO 81230 (the "**County**"), and the **GUNNISON VALLEY HOUSING FOUNDATION,** a Colorado nonprofit corporation whose address is P.O. Box 1742, Gunnison, CO 81230 (the "**GVHF**").

RECITALS

WHEREAS, the Owner owns a parcel of land 960 acres in size, more or less, the description of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Owner wishes to create a new parcel of land approximately 15 acres in size which includes an existing rustic cabin, known as the Jorgensen/Clark Cabin, and out buildings (the "**Cabin Parcel**"), the description of which is attached hereto and incorporated herein as **Exhibit B**, as a separate and distinct parcel, out of the 960 acre parcel described in **Exhibit A**; and

WHEREAS, the Owner has applied to the County for a statutory subdivision exemption to accomplish the creation of the new parcel of approximately 15 acres; and

WHEREAS, the County is requiring that, as a condition precedent to permitting the requested subdivision exemption, the Owner impose certain restrictive covenants on the future use of the Cabin Parcel, which shall run with the Cabin Parcel and restrict its use in perpetuity; and

WHEREAS, the Owner shall convey the Cabin Parcel to the GVHF upon completion of the statutory subdivision exemption contemplated herein.

WHEREAS, the Owner and the GVHF are willing to restrict the future use of the Cabin Parcel as set forth below.

NOW, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY STIPULATE AND AGREE TO THE FOLLOWING:

1. The Cabin Parcel described in **Exhibit B** shall hereafter be subject to the following restrictive covenants which shall run with the Cabin Parcel in perpetuity:

   The Cabin Parcel shall not be subdivided or otherwise partitioned and shall at all times be owned by a single entity;

No use shall be allowed on the Cabin Parcel without each and every requisite Gunnison County permit;
Nothing in this Agreement is or shall be construed to be a waiver or elimination of any Gunnison County permit;

Regardless of any Gunnison County permit, in all circumstances, no industrial or commercial uses or full time residential uses shall be allowed on the Cabin Parcel, other than educational, agricultural and de-minimus commercial recreational uses that do not involve the use of all-terrain vehicles, motorcycles or other motorized vehicles, except snowmobiles for Nordic activities;

The Cabin Parcel shall be used for the following purposes only, as allowed by the owner of the Cabin Parcel and its successors and assigns. Such uses may include use as a Nordic skiing hut, an educational or recreational retreat for entities such as Western State Colorado University, the RE1J School District, and other nonprofit organizations, use for wilderness training purposes, use by big game hunters and others, use by nonprofit organizations for fundraising and similar events, and use for weddings, receptions and other such events with a limited number of invitees.

No new roads shall be constructed on the Cabin Parcel and there shall be no alteration of the surface of the land on the Cabin Parcel, unless such alteration is associated with maintaining, improving or replacing the existing roads and structures on the Cabin Parcel as identified on **Exhibit C** attached hereto and incorporated herein by reference;

There shall be no timber harvesting on the Cabin Parcel, other than to control invasive non-native species, to perform tree thinning for the purpose of maintaining the character and nature of the existing wildlife habitat, to prevent personal injury and property damage, and for uses on the Cabin Parcel such as cutting firewood;

There shall be no exploration, development, mining or other extraction or removal of minerals, including but not limited to coal, oil, gas, gravel or hydrocarbons on, under, or in the Cabin Parcel by any method, except for the extraction of gravel or fill dirt to be used for permitted purposes on the Cabin Parcel;

The use of herbicides on the Cabin Parcel is prohibited, except as a treatment of last resort;

The use of alfalfa or any other type of hay which is not certified as weed free is prohibited on the Cabin Parcel;

There shall be no off-road use of motorized vehicles, other than for maintenance and other than for snowmobiles used for Nordic activities, or off-trail use of mechanized vehicles on the Cabin Parcel;

Winter use of the Cabin Parcel from two days after the end of the last regular elk hunting season for the Cabin Parcel until March 14 shall be allowed only if restricted as follows:

> Only Gunnison Nordic, or its successor organization, members can use the Cabin Parcel during this time period.
>
> Only one Nordic ski trip to the Cabin Parcel by Gunnison Nordic members shall be allowed each week, with no more than eight participants on each trip. The participants shall be allowed to stay no longer then three nights at the Cabin Parcel. There may be exceptions to this limitation only for emergency purposes.
>
> Only one route shall be used to access the Cabin Parcel, and that route shall be the Lost Canyon Road, County Road 743, to the turn off for the Cabin Parcel, except that if the United States Forest Service approves a route to another Nordic cabin or hut, that route may be used only to access the other Nordic cabin or hut.
>
> Those using the Cabin Parcel for overnight stays shall ski only in locations above 9,500 feet, except when they are on the Cabin Parcel or skiing into and out of the Cabin Parcel.
>
> There shall be no dogs, cats or other domesticated animals, other than service dogs, allowed.
>
> Only the Jorgensen/Clark Cabin may be used for cooking and/or sleeping purposes during this time period.
>
> Gunnison Nordic shall provide the County, not later than June 1 of each year, a report on the preceding winter's use of the Cabin Parcel, including the dates of use, the number of users, the length of stays, and any unusual circumstances they encountered. These reports shall be provided to the Gunnison County Department of Public Works for distribution to Colorado Parks and Wildlife and any other requesting entity.

There shall be no use of the Cabin Parcel during Gunnison Sage Grouse and other formal closures affecting the lands adjacent to the Cabin Parcel or the Lost Canyon Road, which are imposed by the United States Forest Service, the United States Bureau of Land Management, or Colorado Parks and Wildlife, Gunnison County or their successor organizations;

No utility easements shall be allowed to exist on the Cabin Parcel, other than for utilities used on the Cabin Parcel; provided, further, however, that any such utilities shall be placed underground;

The dumping or accumulation of any kind of trash, sludge, refuse or hazardous waste is prohibited on the Cabin Parcel;

Renewable energy generation systems, except those used exclusively for the purpose of allowing Grantee to offset its energy consumption, are prohibited on the Cabin Parcel;

Fencing may be constructed and maintained around the perimeter of the Cabin Parcel and as needed to keep cattle away from the improvements on the Cabin Parcel, but only barbed wire, electric or wooden rail fencing that is compatible with the movement of wildlife across the Cabin Parcel is permitted;

No loud, dangerous, destructive or otherwise inappropriate uses or activities shall be allowed on the Cabin Parcel, including but not limited to, shooting ranges, paint ball ranges, feed lots, the use of fireworks, helicopter pads, vegetation removal except for road and trail maintenance and weed control, and littering;

There shall be no more than three additional structures constructed on the Cabin Parcel, having the aggregate size of no more than 2,400 square feet and individual structure sizes no larger than 1,200 square feet, or heights greater than 22 feet; provided, however that any and all such improvements shall be located within the building envelope shown on Exhibit C attached hereto and incorporated herein by reference.

2. The above restrictive covenants shall be enforced by the Owner or its successors and assigns, and may be enforced by Gunnison County, a political subdivision of the State of Colorado, and as to use of the Cabin Parcel during the winter time period set forth in paragraph 1, by those entities and Colorado Parks and Wildlife, an administrative division of the State of Colorado.

3. This Agreement and the restrictive covenants set forth herein are being imposed upon the Cabin Parcel and duly recorded for the benefit of the public as represented by the County.

4. If the County is required to initiate any proceeding, including but not limited to legal proceedings to enforce this Agreement, the GVHF or its successors and assigns shall pay the reasonable attorney fees and costs incurred by the County to investigate and pursue the enforcement action.

5. This Agreement shall be recorded as an encumbrance in perpetuity upon the Cabin Parcel in the official records of Gunnison County, Colorado simultaneously with the recordation of the documents permitting the Owner's requested subdivision exemption.

6. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the GVHF.

7. This Agreement may be amended only by a written document signed by the GVHF and the County, and as to provisions concerning use of the Cabin Parcel from two days after the end of the last regular elk hunting season for the Cabin Parcel unitl March 14, by the GVHF, the County, and the Colorado Division of Parks and Wildlife.

8. It is the intent of the parties that the Agreement, and each element in the Agreement, is a restrictive covenant constraining use of the Cabin Parcel.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

OWNER:

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation authorized to do business in Colorado

By:_____
Justin Spring,
Senior Project Manager

Date: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado

By: _____
Paula Swenson, Chairperson

Date: _____

GVHF:

GUNNISON VALLEY HOUSING
FOUNDATION,
a Colorado nonprofit corporation

By:_____
James H. Starr, President

Date:_____

STATE OF COLORADO)
) ss
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of July 2013, by Justin Spring, Senior Project Manager of The Trust for Public Land, a California nonprofit public benefit corporation authorized to do business in Colorado.

Witness my hand and official seal

(SEAL)

_____
Notary Public
My Commission expires: _____

STATE OF COLORADO)
) ss
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of August 2013, by Paula Swenson, Chairperson, Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado.

Witness my hand and official seal

(SEAL)

_____
Notary Public
My Commission expires: _____

STATE OF COLORADO)
) ss
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of July 2013, by James H. Starr, President of the Gunnison Valley Housing Foundation, a Colorado nonprofit corporation.

Witness my hand and official seal

(SEAL)

_____
Notary Public
My Commission expires: _____

After recording please return to:
Gunnison Valley Housing Authority
P.O. Box 1742
Gunnison, CO 81230

EXHIBIT A

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS

THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE.

CONTAINING 960.15 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS ENCUMBRANCES EXISTING OR OF RECORD.

EXHIBIT B

A PARCEL OF LAND BEING A PORTION OF THAT LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER N0.3 OF SAID GLO TRACT 37, CORNER N0.4 OF SAID GLO TRACT 46 AND CORNER N0.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 37 AND TRACT 47, N89°56'48"E A DISTANCE OF 1139.76. FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES THROUGH SAID GLO TRACT 37: (1) N. 00°00'00" EAST, A DISTANCE OF 754.55 FEET; (2) S76°42'06"E A DISTANCE OF 214.29 FEET; (3) S72°38'27" E A DISTANCE OF 635.42 FEET; (4) S64°30'43" E, A DISTANCE OF 327.33 FEET, (5) S 00°00'04"W A DISTANCE OF 373.78 FEET TO SAID COMMON BOUNDARY BETWEEN GLO TRACT 37 AND TRACT 47; THENCE ALONG SAID COMMON BOUNDARY S89°56'48"W A DISTANCE OF 1110.48 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 15.00 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

EXHIBIT C
[INSERT PLAT]

DISCLOSURE STATEMENT

1. The Trust for Public Land, a California nonprofit public benefit corporation authorized to do business in Colorado ("TPL"), is the owner of certain real property situated in Gunnison County, Colorado commonly known as the Fossil Ridge property, containing 945.15 acres, more or less, and more specifically described in **Exhibit "A"** attached hereto (the "Property").

2. TPL intends to convey a portion of the Property to the United States through the Fossil Ridge I Land Exchange and is providing this statement to the U.S. Forest Service regarding pending actions and current uses that may affect title to the Property beyond those title exceptions shown in the title commitment issued by Gunnison County Abstract Company, No. G12-16-3, dated _____.

3. Upon approval of the Gunnison County Board of County Commissioners, TPL will record a subdivision exemption plat in the Gunnison County records which will legally split the Property and a 15-acre parcel within Tract 37, Township 50 North, Range 2 East, N.M.P.M. along the tract's southern property boundary (the "Cabin Parcel") into two separate and distinct legal parcels. A copy of the proposed exemption plat, titled "Plat of Fossil Ridge Exemption" dated _____ is contained in **Exhibit "B"**, attached hereto.

4. In conjunction with the subdivision exemption plat, TPL will convey a sixty-foot wide nonexclusive, access and utility easement along an existing roadway on the Property to benefit the Cabin Parcel (the "Access and Utility Easement"). A copy of the Access and Utility Easement to be granted is shown in **Exhibit "C"** attached hereto.

5. The existing roadway currently crosses onto a small portion of the northeast corner of Tract 46, Township 50 North, Range 2 East, N.M.P.M. which is located west and south of the Property. This tract is owned by the United States of America and managed by the U.S. Forest Service. No later than September 1, 2013, the Gunnison Valley Housing Foundation will relocate the roadway within the Access and Utility Easement so that it lies entirely on the Property. The segment of relocated roadway will be the same width as the existing roadway. The abandoned section of roadway will, to the extent necessary and as agreed to by the Gunnison Ranger District, have adequate drainage installed, be re-contoured, and be revegetated using native species. Gunnison District Ranger John Murphy, or his representative, will be contacted in advance of work occurring on National Forest land, even if it is minor in nature.

6. TPL is aware of historic and present day cattle grazing occurring on the Property by livestock owned by the grazing allotment permittee on the National Forest lands surrounding the Property. TPL has not officially or unofficially granted permission for the grazing activity occurring on the Property. This grazing activity is impossible to control as the Property is not fenced.

7. TPL is aware of the following travel routes that pass through the Property: FSR 743 crosses the northwest portion of the Property; an overgrown trail shown as a "jeep trail" on USGS

topographic maps and as Route 743.4A on Gunnison National Forest travel management maps crosses the southern portion of the Property from the Cabin Parcel to the Property's eastern boundary; a small segment of a four-wheel drive road, shown as FSR 586 on Gunnison National Forest travel management maps crosses the north central boundary of the Property; and, a single-track trail, shown as FST 472 may clip the northeast corner of the Property near Beaver Creek. TPL is not aware of any not-of-record claims associated with these routes.

Commented [TR1]: Does the Colorado Trail Spur to Gunnison also need to be listed?

8. TPL is not aware of any other existing actions, claims, encumbrances, or uses not-of-record that affect the Property.

Formatted: Font:

~~7.~~9. TPL is not aware of any ~~other~~ pending actions, claims, encumbrances, or uses not-of-record that affect the Property.

Executed this _____ day of _____ , 2013.

_____
Justin Spring,
Senior Project Manager

State of Colorado)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Justin Spring as Senior Project Manager of the Trust for Public Land.

_____
Notary Public

My commission expires:_____

EXHIBIT "A"

To Disclosure Agreement

Township 50 North, Range 2 East, N.M.P.M., Gunnison County, Colorado

All of Tract 37 and portion of Tract 38, in Sections 2, 3, 4, 10, and 11.

EXCEPTING therefrom an approximately 15.00-acre parcel within Tract 37 along the southern property boundary. This is identified as Parcel A on the plat titled, "Plat for Fossil Ridge Exemption" dated _____, 2013.

EXHIBIT "B"

To Disclosure Agreement

Insert Subdivision Exemption Plat

EXHIBIT "C"

To Disclosure Agreement

ACCESS AND UTILITY EASEMENT

THIS GRANT OF EASEMENT ("Agreement") is made this ____ day of _____, 2013, by and between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation, authorized to do business in Colorado ("Grantor"), and the GUNNISON VALLEY HOUSING FOUNDATION, a Colorado nonprofit corporation, whose address is P.O. Box 1742, Gunnison, CO 81230.

W I T N E S S E T H:

A. Grantor owns that certain real estate located in the County of Gunnison, State of Colorado, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Servient Estate").

B. Grantee owns that certain real estate located in the County of Gunnison, State of Colorado more particularly described as follows:

See Exhibit B attached hereto and incorporated herein by reference (hereinafter the "Dominant Estate").

C. The Servient Estate is presently unimproved and the Dominant Estate has a rustic cabin and outbuildings located on it.

D. Grantor desires to grant and Grantee desires to receive a nonexclusive Sixty (60) foot wide easement, over and across an existing roadway which crosses the Servient Estate for the benefit of the Dominant Estate, the centerline of which is more particularly described as follows:

See Exhibit C attached hereto and incorporated herein by reference (hereinafter the "Roadway").

NOW, THEREFORE, in consideration of their respective covenants and agreements set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree to the following.

1. **INCORPORATION OF RECITALS**. The recitals set forth above are incorporated herein by reference as if fully set forth herein.

2. **GRANT OF EASEMENT**. Grantor hereby grants to Grantee a nonexclusive permanent and perpetual easement, to run with the land, over, across and on the Roadway for the purposes of ingress, egress, and the installment, maintenance, repair and replacement of any utilities, which shall be underground (the "Easement"); provided, however, that Grantee shall have no absolute right to plow snow from the Roadway. ~~, and shall first consult with and receive Grantor's approval for same, which approval shall not be unreasonably withheld.~~

3. **MAINTENANCE, REPAIR AND LIABILITY**. Grantee shall be and hereby is authorized to repair and maintain the Easement over the Servient Estate to ensure that it is useable and passable for ingress and egress to the Dominant Estate, and for the installment, maintenance, repair and replacement of any utilities, and is permitted to place basecourse and gravel on the Easement, but shall have no authority or permission to pave the Easement or otherwise make the Roadway surface ~~impermiable~~impermeable. Grantee is responsible for noxious weed control within the Easement. Plowing of the Easement in the winter time is prohibited. Grantee shall first consult with and receive Grantor's approval prior to plowing snow in the spring or fall. Grantee hereby agrees to and does indemnify and hold Grantor, its directors, officers, employees, agents and attorneys, harmless from any and all demands, claims, causes of action, judgments, liabilities, costs, expenses and fees, including reasonable attorneys' fees, incurred by Grantor, which arise from or in connection with Grantee's, or Grantee's directors, officers, employees, agents, invitees, and/or any other person using said Easement by or through the Grantee, use, maintenance, repair and presence on and under the Easement.

4. **INCIDENTAL TRESPASS**. Grantor agrees that, during maintenance of the Roadway and placement or maintenance of any utilities, no reasonable incidental trespass caused by equipment or material beyond the easement shall be deemed a trespass.

5. **USE OF SERVIENT ESTATE AND ROADWAY**. Grantor shall have the right to use the Servient Estate and the Roadway for any purposes not inconsistent with the full use and enjoyment of the rights herein granted to the Grantee. Grantor shall not be responsible for any damage to the Roadway and associated utilities caused by its use of the Servient Estate, unless it is caused by Grantor's intentional acts or gross negligence.

6. **RESTORATION**. Immediately upon completion of any maintenance or reconstruction work within the Easement, Grantee shall restore any property disturbed or damaged to a condition as near as reasonably possible to the condition that existed prior to such work. Such restoration shall include reseeding with native plants which are free of noxious weeds and shall be done in coordination with the Owner.

7. **INSURANCE**. Grantee shall obtain and maintain general liability insurance covering the use of the Dominant Estate and the Easement in reasonable commercial amounts at all times.

8. **MISCELLANEOUS**.

(a) **Governing Law**. This Agreement shall be governed by the laws of the State of Colorado.

(b) **Waiver of Default**. Failure by either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to such party thereafter to enforce such provision. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

(c) **Modifications**. Except as expressly set forth elsewhere in this Agreement, this Agreement may be modified only in writing, signed by both parties hereto.

(d) **Integration Clause**. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior correspondence, conversations and negotiations with respect thereto.

(e) **Attorney's Fees**. The parties agree that reasonable attorneys fees and costs shall be awarded to the prevailing party in any arbitration or litigation between the parties in connection with this Agreement.

(f) **Binding Effect**. This Agreement shall be binding upon the heirs, successors, assigns and representatives of the parties hereto and shall run with the Servient and Dominant Estates.

(g) **Severability**. If any provision, in whole or in part, of this Agreement should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this Agreement which shall continue to bind the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above set forth.

GRANTOR	GRANTEE
THE TRUST FOR PUBLIC LAND	GUNNISON VALLEY HOUSING AUTHORITY
By: _____	By: _____
Name: _____	Jim Starr
Title: _____	President
Date:_____	Date:_____

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2013, by _____, as _____ of The Trust for Public Land, a California nonprofit public benefit corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on this _____ day of _____, 2013, by Jim Starr as President of the Gunnison Valley Housing Foundation, a Colorado nonprofit corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit A – Servient Estate

TOWNSHIP 50 NORTH, RANGE 2 EAST, N.M.P.M.:

Section 2: SW/4
Section 3: S/2
Section 4: SE/4
Section 10: NE/4
Section 11: NW/4
(Includes all of tract 37 and part of Tract 38, according to the independent resurvey of July 27, 1933, as accepted on March 2, 1934, by the Assistant Commissioner of the Department of the Interior, General Land Office),

County of Gunnison,
State of Colorado,

containing 960 acres, more or less.

Exhibit B – Dominant Estate

A PARCEL OF LAND BEING A PORTION OF THAT LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER N0.3 OF SAID GLO TRACT 37, CORNER N0.4 OF SAID GLO TRACT 46 AND CORNER N0.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 37 AND TRACT 47, N89°56'48"E A DISTANCE OF 1139.76. FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES THROUGH SAID GLO TRACT 37: (1) N. 00°00'00" EAST, A DISTANCE OF 754.55 FEET; (2) S76°42'06"E A DISTANCE OF 214.29 FEET; (3) S72°38'27" E A DISTANCE OF 635.42 FEET; (4) S64°30'43" E, A DISTANCE OF 327.33 FEET,· (5) S 00°00'04"W A DISTANCE OF 373.78 FEET TO SAID COMMON BOUNDARY BETWEEN GLO TRACT 37 AND TRACT 47; THENCE ALONG SAID COMMON BOUNDARY S89°56'48"W A DISTANCE OF 1110.48 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 15.00 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

Exhibit C – Roadway Easement Centerline Description

SAID STRIP OF LAND BEING 30 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER NO.3 OF SAID GLO TRACT 37, CORNER NO.4 OF SAID GLO TRACT 46 AND CORNER NO.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE N59°07'00”E A DISTANCE OF 1431.30 FEET TO THE INTERSECTION OF AN EXISTING TWO-TRACK ACCESS ROAD AND THE NORTHERLY BOUNDARY OF "PARCEL A" AS DESCRIBED AND SHOWN HEREON; THENCE THE FOLLOWING THIRTY-SIX (36) COURSES ALONG SAID ACCESS ROAD THROUGH SAID GLO TRACTS 37, 38 AND 46: (1) N31°31'01"W A DISTANCE OF 66.50 FEET; (2) N45°44'05"W A DISTANCE OF 218.70 FEET; (3) N51°46'47"W A DISTANCE OF 267.34 FEET; (4) N31°27'16"W A DISTANCE OF 174.00 FEET; (5) N36°07'59"W A DISTANCE OF 212.25 FEET; (6) N24°09'09"W A DISTANCE OF 233.52 FEET; (7) N31°11'31"W A DISTANCE OF 235.23 FEET; (8) N41°49'50"W A DISTANCE OF 62.23 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 32°05'00" (CHORD = N25°47’20”W, 96.72 FEET); (9) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 97.99 FEET TO A POINT OF TANGENT LINE; (10) N09°44'50"W A DISTANCE OF 84.35 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 32°55'02" (CHORD = N26°12’20”W, 113.33 FEET); (11) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 114.90 FEET TO A POINT OF TANGENT LINE; (12) N42°39'51"W A DISTANCE OF 177.97 FEET: (13) N25°42'47"W A DISTANCE OF 108.14 FEET: (14) N19°34'45"W A DISTANCE OF 374.41 FEET: (15) N00°49'43"W A DISTANCE OF 132.14 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 60°26'14" (CHORD = N31°02'50"W, 176.16 FEET); (16) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 184.60 FEET TO A POINT OF TANGENT LINE; (17) N61°15'57"W A DISTANCE OF 104.60 FEET: (18) N53°00'38"W A DISTANCE OF 118.33 FEET: (19) N62°59'44"W A DISTANCE OF 90.83 FEET: (20) N51°16'56"W A DISTANCE OF 255.92 FEET: (21) N37°46'04"W A DISTANCE OF 245.83 FEET: (22) N25°58'45"W A DISTANCE OF 134.01 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 42°27'09" (CHORD = N47°12'20"W, 271.54 FEET); (23) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 277.85 FEET TO A POINT OF TANGENT LINE; (24) N68°25'54"W A DISTANCE OF 341.19 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS

OF 250.00 FEET AND A CENTRAL ANGLE OF 63°47'14" (CHORD = S79°40'29"W, 264.17 FEET); (25) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 278.32 FEET TO A POINT OF TANGENT LINE; (26) S47°46'52"W A DISTANCE OF 177.74 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 48°31'27" (CHORD = S72°02'35"W, 287.64 FEET); (27) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 296.42 FEET TO A POINT OF TANGENT LINE; (28) N83°41'42"W A DISTANCE OF 179.86 FEET: (29) S89°48'34"W A DISTANCE OF 169.79 FEET: (30) N80°25'41"W A DISTANCE OF 403.19 FEET: (31) N66°36'58"W A DISTANCE OF 97.15 FEET: (32) N76°59'42"W A DISTANCE OF 162.69 FEET: (33) N69°29'50"W A DISTANCE OF 220.51 FEET TO A TANGENT POINT OF CURVATURE WITH A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 35°44'56" (CHORD = N87°22'18"W, 46.04 FEET); (34) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 46.80 FEET TO A POINT OF REVERSE CURVATURE WITH A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 71°35'56" (CHORD = N69°26'48"W, 274.93 FEET); (35) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 293.66 FEET TO A POINT OF TANGENT LINE; (36) N33°38'50"W A DISTANCE OF 363.57 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 9.64 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES EXISTING OR OF RECORD.

PLAT OF
FOSSIL RIDGE EXEMPTION

A SUBDIVISION EXEMPTION PLAT DEPICTING A DIVISION OF LAND
LOCATED IN AND BEING A PORTION OF SECTIONS 2, 3, 4, 10, AND 11, T.50N., R.02E., OF THE N.M. P.M.,
GUNNISON COUNTY, COLORADO;

(INCLUDES ALL OF GLO TRACT 37 AND PART OF GLO TRACT 38 ACCORDING TO THE INDEPENDENT
RESURVEY OF JULY 27, 1933 AS ACCEPTED ON MARCH 2, 1934 BY THE ASSISTANT COMMISSIONER OF
THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE.)

LEGAL DESCRIPTIONS

PARCEL A OF FOSSIL RIDGE EXEMPTION

A PARCEL OF LAND BEING A PORTION OF THAT LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER NO.3 OF SAID GLO TRACT 37, CORNER NO.4 OF SAID GLO TRACT 46 AND CORNER NO.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 37 AND TRACT 47, N89°56'48"E A DISTANCE OF 1139.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES THROUGH SAID GLO TRACT 37: (1) N00°00'00"E A DISTANCE OF 754.55 FEET; (2) S76°42'06"E A DISTANCE OF 214.29 FEET; (3) S72°38'27"E A DISTANCE OF 635.42 FEET; (4) S64°30'43"E A DISTANCE OF 327.33 FEET; (5) S00°00'04"W A DISTANCE OF 373.78 FEET TO SAID COMMON BOUNDARY BETWEEN GLO TRACT 37 AND TRACT 47; THENCE ALONG SAID COMMON BOUNDARY S89°56'48"W A DISTANCE OF 1110.48 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 15.00 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS ENCUMBRANCES EXISTING OR OF RECORD.

PARCEL B OF FOSSIL RIDGE EXEMPTION

A PARCEL OF LAND BEING A PORTION OF THAT LAND AS DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRACT CORNER COMMON TO GLO TRACTS 37, 46 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID CORNER BEING CORNER NO.3 OF SAID GLO TRACT 37, CORNER NO.4 OF SAID GLO TRACT 46 AND CORNER NO.4 OF SAID GLO TRACT 47 AND MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 37 AND TRACT 46, N00°00'20"E A DISTANCE OF 2641.05 FEET TO CORNER NO. 1 OF SAID GLO TRACT 46 AND CORNER NO.4 OF SAID GLO TRACT 38, SAID POINT BEING MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID GLO TRACT 38 AND TRACT 46, N89°58'27"W A DISTANCE OF 5278.76 FEET TO CORNER NO. 2 OF SAID GLO TRACT 46 AND CORNER NO.3 OF SAID GLO TRACT 38, SAID POINT BEING MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE WESTERLY BOUNDARY OF SAID GLO TRACT 38, N00°08'52"W A DISTANCE OF 2641.10 FEET TO A POINT ON SAID WESTERLY BOUNDARY, SAID POINT BEING MONUMENTED WITH A 1-1/2" ALUMINUM CAP MARKED 1776; THENCE LEAVING SAID WESTERLY BOUNDARY THROUGH SAID GLO TRACT 38, S89°59'07"E A DISTANCE OF 2641.28 FEET TO CORNER NO. 6 OF SAID GLO TRACT 38, SAID POINT BEING MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID GLO TRACT 38, N89°58'51"E A DISTANCE OF 2640.33 FEET TO CORNER NO. 2 OF SAID GLO TRACT 37 AND CORNER NO.5 OF SAID GLO TRACT 38, SAID POINT BEING MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE LEAVING SAID NORTHERLY BOUNDARY OF GLO TRACT 38 ALONG THE NORTHERLY BOUNDARY OF SAID GLO TRACT 37, S89°56'54"E A DISTANCE OF 5280.27 FEET TO CORNER NO. 1 OF SAID GLO TRACT 37, SAID POINT BEING MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE EASTERLY BOUNDARY OF SAID GLO TRACT 37, S00°00'21"W A DISTANCE OF 2635.24 FEET TO CORNER NO. 2 OF SAID GLO TRACT 47, SAID POINT BEING MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID GLO TRACT 37, SAID BOUNDARY BEING COMMON WITH THE WESTERLY BOUNDARY OF GLO TRACT 47, S00°10'52"E A DISTANCE OF 2639.81 FEET TO CORNER NO. 4 OF SAID GLO TRACT 37 AND CORNER NO. 3 OF SAID GLO TRACT 47, SAID POINT BEING MONUMENTED WITH A 2-1/2" GLO BRASS CAP; THENCE ALONG THE EAST-WEST BOUNDARY COMMON TO SAID GLO TRACT 37 AND GLO TRACT 47, S89°56'48"W A DISTANCE OF 3034.39 FEET TO A POINT ON SAID COMMON BOUNDARY; THENCE THE FOLLOWING FIVE (5) COURSES THROUGH SAID GLO TRACT 37: (1) N00°00'04"E A DISTANCE OF 373.78 FEET; (2) N64°30'43"W A DISTANCE OF 327.33; (3) N72°38'27"W A DISTANCE OF 635.42 FEET; (4) N76°42'06"W A DISTANCE OF 214.29 FEET; (5) S00°00'00"W A DISTANCE OF 754.55 FEET TO SAID COMMON BOUNDARY BETWEEN GLO TRACT 37 AND TRACT 47; THENCE ALONG SAID COMMON BOUNDARY S89°56'48"W A DISTANCE OF 1139.76 FEET TO THE TRUE POINT OF BEGINNING;

SAID PORTION OF LAND CONTAINING 945.15 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS ENCUMBRANCES EXISTING OR OF RECORD.

SURVEYOR NOTES

- THIS SURVEY HAS BEEN PREPARED PER CLIENT REQUEST FOR AN SUBDIVISION EXEMPTION PLAT.
- BASIS OF BEARING: THE BASIS OF BEARING AS SHOWN HEREON IS S89°56'48"W AS FOUND ALONG THE BOUNDARY LINE COMMON TO GLO TRACTs 37 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID COMMON BOUNDARY BEING MONUMENTED ON THE EAST AND WEST WITH A 2-1/2" GLO BRASS CAP.
- DATE OF SURVEY: NOVEMBER 17, 2011.
- UNITS OF LINEAR MEASUREMENTS ARE DISPLAYED IN US SURVEY FEET.

SURVEYOR'S CERTIFICATE:

I, JEREMY A.F. GARLAND, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAW OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF FOSSIL RIDGE EXEMPTION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE BY ME FROM AN ACCURATE SURVEY OF SAID PROPERTY BY SGM, INC. AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE BOUNDARY AND EASEMENTS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

_____
JEREMY A.F. GARLAND COLORADO P.L.S. NO. 38258

JEREMY A. F. GARLAND
COLO. P.L.S. #38258
FOR AND ON THE
BEHALF OF SGM

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT CORPORATION, BEING THE OWNER OF THAT LAND DESCRIBED IN RECEPTION NO. 602240 IN THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 2; THE SOUTH ONE-HALF (S1/2) OF SECTION 3; THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4; THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 10; AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 11; ALL BEING LOCATED IN TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNT, COLORADO;

INCLUDES ALL OF TRACT 37 AND PART OF TRACT 38, ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933, AS ACCEPTED ON MARCH 2, 1934, BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE;

SAID PARCEL OF LAND AS DESCRIBED ABOVE CONTAINING 960.15 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL ENCUMBRANCES AND EASEMENTS AS SHOWN, EXISTING OR OF RECORD;

COUNTY OF GUNNISON,
STATE OF COLORADO;

UNDER THE NAME OF "FOSSIL RIDGE EXEMPTION", HAS LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DOES HEREBY PERMANENTLY DEDICATE AND CONVEY (I) TO THE OWNERS OF LOTS, TRACTS OR PARCELS WITHIN THIS SUBDIVISION AND THEIR GUESTS, THE COMMON RIGHT TO USE EXISTING ROADS AS SHOWN HEREON FOR ACCESS, AND (II) TO THE OWNERS OF LOTS, TRACTS OR PARCELS WITHIN THIS SUBDIVISION, THOSE PORTIONS OF LAND LABELED AS ROADS OR EASEMENTS HEREON FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; AND SUBJECT TO THE TERMS, CONDITIONS, EASEMENTS, RESTRICTIONS, LIMITATIONS AND ADDITIONAL MATTERS AS SET FORTH IN THE RESTRICTIVE COVENANTS SET FORTH IN THE AGREEMENT CREATING RESTRICTIVE COVENANTS RECORDED ON _____, 20___, AT RECEPTION NO._____, IN THE OFFICE OF THE GUNNISON COUNTY CLERK AND RECORDER.

IN WITNESS WHEREOF, THE OWNER HAS SUBSCRIBED ITS NAME THIS_____DAY OF_____, 20____.

THE TRUST FOR PUBLIC LAND,
A CALIFORNIA NONPROFIT CORPORATION,

BY: _____
JUSTIN SPRING, SENIOR PROJECT MANAGER

STATE OF _____)
) SS:
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, _____, BY JUSTIN SPRING, AS THE SENIOR PROJECT MANAGER FOR THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT CORPORATION.

WITNESS MY HAND AND NOTARY SEAL:

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC_____

ATTORNEY'S OPINION

I, JAMES H. STARR, BEING AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS HEREIN IDENTIFIED. SUCH TITLE IS VESTED IN THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT CORPORATION, AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS FOLLOWS:

1. UNITED STATES PATENT RESERVATIONS RECORDED ON MARCH 7, 1927 IN BOOK 235 AT PAGE 115 AND RECORDED ON NOVEMBER 4, 1931 IN BOOK 235 AT PAGE 310;

   A) ALL COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862);

   B) A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES;

2. ANY TAX, ASSESSMENT, FEES OR CHARGES BY REASON OF THE INCLUSION OF THE SUBJECT PROPERTY IN THE GUNNISON SOIL CONSERVATION DISTRICT;
3. TERMS AND CONDITIONS AS CONTAINED IN THE RIGHT OF WAY EASEMENT DATED OCTOBER 29, 1938 AND RECORDED ON JULY 14, 2005 AT RECEPTION NO. 555671;
4. THE RIGHT OF WAY FOR FOREST SERVICE ROAD NO. 743;
5. THE RESTRICTIVE COVENANTS SET FORTH IN THE AGREEMENT CREATING RESTRICTIVE COVENANTS RECORDED ON _____, 20____ AT RECEPTION NO. _____; AND
6. REAL PROPERTY TAXES FOR 2013 AND SUBSEQUENT YEARS.

DATED THIS ___ DAY OF _____, 20_____.

_____
JAMES H. STARR, ATTORNEY AT LAW
SUPREME COURT REGISTRATION NO. 9573

APPROVAL OF BOARD OF GUNNISON COUNTY COMMISSIONERS:

THIS SUBDIVISION EXEMPTION PLAT FOR PARCEL A AND PARCEL B IS APPROVED THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK ____. M., BY THE GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS.

_____
CHAIRPERSON

ATTEST _____
GUNNISON CLERK AND RECORDER

CLERK AND RECORDERS CERTIFICATE:

THIS SUBDIVISION EXEMPTION PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK ____. M. AT RECEPTION NO._____

_____
CLERK AND RECORDER

PRELIMINARY

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 legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SGM
103 West Tomichi Avenue, Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

TRUST FOR PUBLIC LAND

#	Revision	Date	By

EXEMPTION PLAT

Job No.	2011-249.001
Drawn by:	JAFG
Date:	07-09-2013
Approved:	
File:	

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PLAT OF
FOSSIL RIDGE EXEMPTION

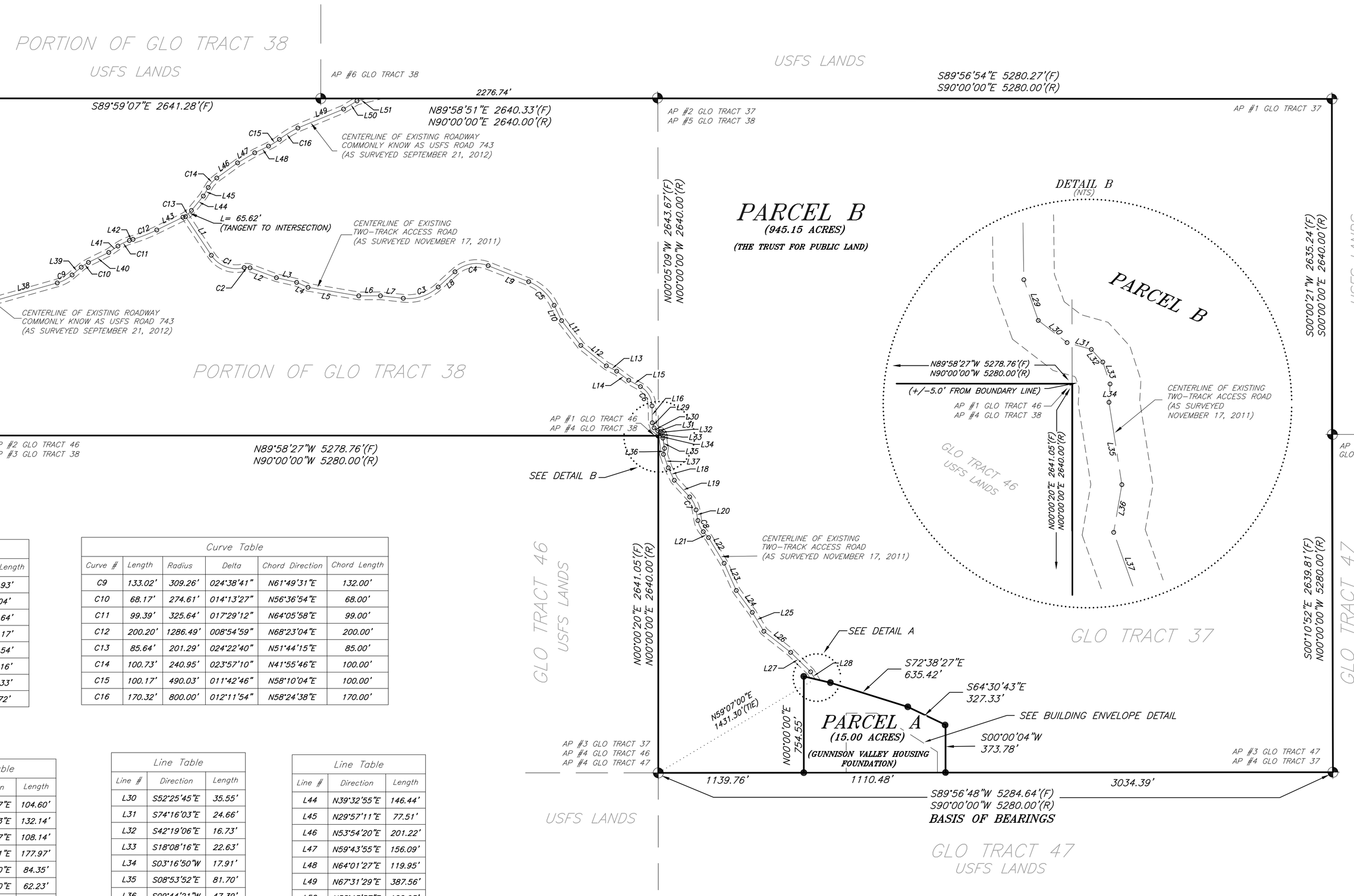
A SUBDIVISION EXEMPTION PLAT DEPICTING A DIVISION OF LAND LOCATED IN AND BEING A PORTION OF SECTIONS 2, 3, 4, 10, AND 11, T.50N., R.02E., OF THE N.M. P.M., GUNNISON COUNTY COLORADO.

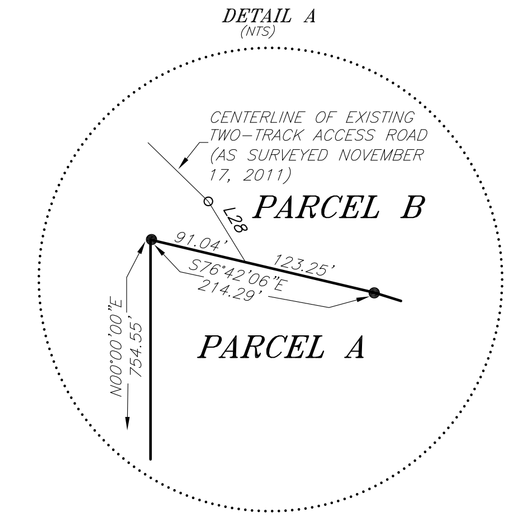
(INCLUDES ALL OF GLO TRACT 37 AND PART OF GLO TRACT 38 ACCORDING TO THE INDEPENDENT RESURVEY OF JULY 27, 1933 AS ACCEPTED ON MARCH 2, 1934 BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE.)

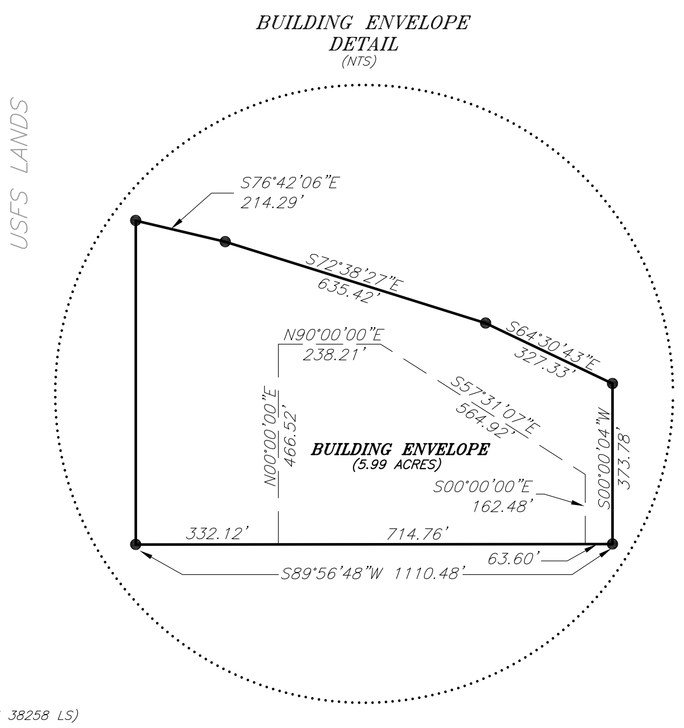
GRAPHIC SCALE

500 0 250 500 1000 2000

(IN FEET)
1 inch = 500 ft.







Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	293.66'	235.00'	071°35'56"	S69°26'48"E	274.93'
C2	46.80'	75.00'	035°44'56"	S87°22'18"E	46.04'
C3	296.42'	350.00'	048°31'27"	N72°02'35"E	287.64'
C4	278.32'	250.00'	063°47'14"	N79°40'29"E	264.17'
C5	277.85'	375.00'	042°27'09"	S47°12'20"E	271.54'
C6	184.60'	175.00'	060°26'14"	S31°02'50"E	176.16'
C7	114.90'	200.00'	032°55'02"	S26°12'20"E	113.33'
C8	97.99'	175.00'	032°05'00"	S25°47'20"E	96.72'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C9	133.02'	309.26'	024°38'41"	N61°49'31"E	132.00'
C10	68.17'	274.61'	014°13'27"	N56°36'54"E	68.00'
C11	99.39'	325.64'	017°29'12"	N64°05'58"E	99.00'
C12	200.20'	1286.49'	008°54'59"	N68°23'04"E	200.00'
C13	85.64'	201.29'	024°22'40"	N51°44'15"E	85.00'
C14	100.73'	240.95'	023°57'10"	N41°55'46"E	100.00'
C15	100.17'	490.03'	011°42'46"	N58°10'04"E	100.00'
C16	170.32'	800.00'	012°11'54"	N58°24'38"E	170.00'

Line Table		
Line #	Direction	Length
L1	S33°38'50"E	370.09'
L2	S69°29'50"E	220.51'
L3	S76°59'42"E	162.69'
L4	S66°36'58"E	97.15'
L5	S80°25'41"E	403.19'
L6	N89°48'34"E	169.79'
L7	S83°41'42"E	179.86'
L8	N47°46'52"E	177.74'
L9	S68°25'54"E	341.19'
L10	S25°58'45"E	134.01'
L11	S37°46'04"E	245.83'
L12	S51°16'56"E	255.92'
L13	S62°59'44"E	90.83'
L14	S53°00'38"E	118.33'

Line Table		
Line #	Direction	Length
L15	S61°15'57"E	104.60'
L16	S00°49'43"E	132.14'
L18	S25°42'47"E	108.14'
L19	S42°39'51"E	177.97'
L20	S09°44'50"E	84.35'
L21	S41°49'50"E	62.23'
L22	S31°11'31"E	235.23'
L23	S24°09'09"E	233.52'
L24	S36°07'59"E	212.25'
L25	S31°27'16"E	174.00'
L26	S51°46'47"E	267.34'
L27	S45°44'05"E	218.70'
L28	S31°31'01"E	66.50'
L29	S19°34'45"E	42.34'

Line Table		
Line #	Direction	Length
L30	S52°25'45"E	35.55'
L31	S74°16'03"E	24.66'
L32	S42°19'06"E	16.73'
L33	S18°08'16"E	22.63'
L34	S03°16'50"W	17.91'
L35	S08°53'52"E	81.70'
L36	S09°44'21"W	47.39'
L37	S19°34'45"E	111.80'
L38	N74°08'52"E	595.29'
L39	N49°30'11"E	93.86'
L40	N63°43'38"E	177.40'
L41	N55°21'22"E	87.53'
L42	N72°50'34"E	30.39'
L43	N63°55'35"E	227.88'

Line Table		
Line #	Direction	Length
L44	N39°32'55"E	146.44'
L45	N29°57'11"E	77.51'
L46	N53°54'20"E	201.22'
L47	N59°43'55"E	156.09'
L48	N64°01'27"E	119.95'
L49	N67°31'29"E	387.56'
L50	N58°43'57"E	122.95'
L51	N76°11'05"E	82.42'

SURVEYOR NOTES

- THIS SURVEY HAS BEEN PREPARED PER CLIENT REQUEST FOR AN SUBDIVISION EXEMPTION PLAT.
- BASIS OF BEARINGS: THE BASIS OF BEARINGS AS SHOWN HEREON IS S89°56'48"W AS ASSUMED ALONG THE BOUNDARY LINE COMMON TO GLO TRACTS 37 AND 47, TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY COLORADO; SAID COMMON BOUNDARY BEING MONUMENTED ON THE EAST AND WEST WITH A 2-1/2" GLO BRASS CAP.
- DATE OF SURVEY: NOVEMBER 17, 2011.
- UNITS OF LINEAR MEASUREMENTS ARE DISPLAYED IN US SURVEY FEET.

LEGEND

● = SET 5/8" x 24" REBAR W/ 1-1/2" ALUMINUM CAP, (SGM 38258 LS)
◆ = FOUND 2-1/2" GLO BRASS CAP
■ = FOUND 1-1/2" ALUMINUM CAP, (1776)
○ = NOTHING FOUND OR SET THIS SURVEY (DENOTES CHANGE IN DIRECTION ALONG ACCESS EASEMENT)
(F) = FOUND THIS SURVEY
(R) = RECORD OR ADDITIVE RECORD PER THE INDEPENDENT RESURVEY OF JULY 27, 1933 AS ACCEPTED ON MARCH 2, 1934 BY THE ASSISTANT COMMISSIONER OF THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE (NOTES AND PLATS)
GLO = GENERAL LAND OFFICE
NTS = NOT TO SCALE
AP = ANGLE POINT

PRELIMINARY

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