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441192 04/28/1995 11:15 548/241-247 \$35.00  
 BARBARA J. PASCO, PARK CNTY RECORDER \$ 0.00

BOOK 548 PAGE 241

## GRANT AND RELEASE OF EASEMENTS

THIS GRANT AND RELEASE OF EASEMENTS (the "Grant and Release") is made this 25<sup>th</sup> day of April, 1995 by and between The Redhill Forest Ranch, a partnership (the "Owner") whose address is c/o Douglas E. Kingsbery, Trustee, Kingsbery Family Trust, P.O. Box 1151, Raleigh, North Carolina 27602 and the Redhill Forest Property Owners, Mutual Water and Cattle Association (the "Association") whose address is c/o Fred Wisely, 4235 Bromley Place, Colorado Springs, Colorado 80906. This Grant and Release is made in contemplation of the following facts and circumstances:

- a. Owner owns certain real property located in Sections 10, 11, 13, and 24, Township 10 South, Range 77 West, 6th P.M. in Park County, Colorado (the "Property"), through which flows the Middle Fork of the South Platte River (the "River").
- b. Owner has contracted to sell a portion of the Property to Bruce Plankington, an individual ("Plankington").
- c. The Association is a Colorado Nonprofit Corporation formed by the filing of its Articles of Incorporation on August 25, 1977 ("Articles").
- d. John Kingsbery, Trustee, as a predecessor in interest to Owner's rights in the Property, executed in favor of the Association, that certain Grant of Access and Sport Fishing Rights to the Redhill Subdivision Property Owners Mutual Water and Cattle Association, dated June 5, 1978, and recorded June 9, 1978 in Book 279 at Page 885 of the records in the office of the Clerk and Recorder of Park County, Colorado. (The "Former Easement")
- e. Owner and the Association desire to modify the rights and scope of the Former Easement as set forth herein.
- f. Contemporaneously herewith, Owner has agreed to execute with the Association a Grant and Release of Easement consistent with the terms and conditions contained herein, which burdens and benefits that portion of the Property retained by Owner (the "Owner Easement").

NOW THEREFORE, in consideration of the foregoing and in further consideration of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. In exchange for the grant of easement contained herein and the grant of easement contained in the Owner Easement executed the 25<sup>th</sup> day of April, 1995, the Association hereby releases, conveys and quitclaims unto Owner all of its rights, title and interest in and to the Former Easement and all appurtenant rights granted thereby.
2. Owner hereby grants to Association and its successors, for the benefit of its members as that term is defined in the Articles and such members' immediate family members (spouse and children) and up to two unrelated invitees, (hereafter the "Members") the following

NORTH OF  
 HWY 9

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easement:

a. Subject to the remaining terms hereof, a perpetual easement for access over, along and across an area 100 feet on either side of the River as the same may exist from time to time as it passes through the portions of the Property described as Parcels 1 and 2 in Exhibit A attached hereto and incorporated herein by this reference (hereafter the "Easement").

b. Parcel 1 of the Easement shall be limited to access for sport fishing and picnicking only, by Owner and Association members and their respective guests, together with pedestrian traffic incidental to such sport fishing and picnicking, and for no other purpose. All sport fishing done within Parcel 1 under the authority of this grant may be with live bait, artificial flies or lures and shall be done subject to and in compliance with the statutory and regulatory laws of the State of Colorado respecting the sport fishing of public waters within the State of Colorado, including without limitation, catch limits, licensing and the like.

c. Parcel 2 of the Easement shall be limited to access for sport fishing only by Association members and their family members whose lots on the west ridge join Parcel 2, and which are described as Lots 183 through 216, inclusive and Lots 575 through 581, inclusive, and any additional lots, if any, located adjacent to the River from a point one-half mile North of the current location of the State Highway No. 9 bridge to the boundary of the adjacent property owned by Bruce Plankington. All sport fishing done under the authority of this grant shall be limited to artificial flies only, shall be catch and release, and shall be further subject to, limited by, and in compliance with the statutory and regulatory laws of the State of Colorado respecting the sport fishing of public waters within the State of Colorado, including without limitation, catch limits, licensing and the like as the same may be amended from time to time ("Fishing Regulations"). It is the intention of the parties that the more restrictive of this provision or the Fishing Regulations shall apply.

d. Without limiting the effect of paragraph 2.b. and c. above, no motor vehicles, mechanized vehicles, bicycles or equestrian traffic shall be permitted on the Easement. Further, no camping, picnicking, campsites or fires shall be permitted thereon.

e. Owner shall construct, at its expense, fencing and habitat improvements to the Easement, subject to the Association's right to object to the same. The Association shall not unreasonably object to such improvements. Access to the Easement shall be from the members' properties or from the parking lot access point southeast of the Colorado State Highway No. 9 bridge.

3. Notwithstanding the provisions of paragraph 2 above, Owner reserves the following rights:

a. Owner shall be entitled to full, unrestricted and free access to all portions of the River lying within the Property, including the Easement, for any and all non-fishing activities, including without limitation grazing, herding and watering livestock. Those portions

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of the River not subject to the Easement may be put to any use by Owner, in its absolute and sole discretion, except that such use shall not diminish the quality of fishing in those sections of the River within the Easement. Further, Owner may alter the physical characteristics and terrain of the Property or make water improvements (including but not limited to ponds or reservoirs) at any point on the River within the Property, including within the Easement. Any water improvements made by Owner shall be for the exclusive use and benefit of Owner on those portions of the Ranch not within the Easement. Any such alterations to the physical characteristics or terrain or water improvements shall be accomplished in such a manner as to not diminish the quality of fishing in those sections of the River within the Easement that benefits the Members.

b. Owner shall have access to the Easement for fishing purposes. Except as provided herein, Owner shall not grant any fishing lease or allow any sport fishing of any kind within the Easement.

c. If any fences are constructed on the Property parallel to the River, the width of the Easement as provided in paragraph 2. a. above shall be reduced automatically to fifty (50) feet on each side of the River. Fences, if constructed, will not negatively impact or adversely affect the Easement.

4. By acceptance hereof, the Association accepts the Easement herein granted in its current condition and covenants and agrees that it shall police and maintain the Easement by keeping the same free from litter and refuse, and shall use the Easement in an environmentally prudent manner, and understands that the use thereof by the Members shall be at their sole risk; and further, the Association covenants and agrees that it shall adopt and enforce reasonable rules and regulations for the use of the Easement with respect to the prohibition of the use of the Easement after dark, dogs running at large, the clean-up of litter, the non-interference of use of the Easement with the lawful activities of Owner and others having rights and interest in and to the Property, the closing of gates, the use of the Easement in accordance with reasonable safety standards and similar rules and regulations.

5. The Easement shall, to the extent of the interest granted, be considered "common property or area" of the Association as defined in the Declaration of the Association and maintained and administered under the said Declaration.

6. The Association and its individual members agree to indemnify Owner and hold it harmless from any and all claims, suits, losses, damages or liabilities, including without limitation, any property damage, arising out of the use of the Easement and the rights granted herein. Notwithstanding the foregoing, this indemnity shall not apply to the recovery of any damages caused by the willful or deliberate acts of Owner.

7. In the event the Easement is not maintained and/or fishing rights not exercised within the scope of the spirit and intent hereof, Owner and its successors and assigns may deliver written notice to the Association at its registered office that the Association (and its members)

shall comply with and/or enforce the provisions hereof, specifying the violations that have occurred, and if the Association shall fail to correct such noncompliance within thirty (30) days after the receipt of such notice by the Association, the Owner may terminate this grant, and thereafter, the Easement and all rights granted herein to the Association shall be null and void.

8. In addition to The Redhill Forest Ranch, as used in paragraphs 3, 4 and 6 hereof, the term "Owner", shall mean and include Owner's principals, agents, employees, independent contractors, lessees, guests, invitees, grantees, successors and assigns, and all persons other than the Members having Owner's permission to be on the Property.

9. Anything to the contrary notwithstanding, in the event of any litigation or arbitration arising out of this Grant and Release, the court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

IN WITNESS WHEREOF, the parties have set their hands and seals effective the date and year first set forth above.

The Redhill Forest Ranch, a partnership  
By: Kingsbery Family Trust, general partner

By: Douglas E. Kingsbery, Trustee  
Douglas E. Kingsbery, Trustee

By: Raymond E. Mitchell Liquidating Trust, general partner

By: William S. Romney  
William S. Romney, Trustee

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STATE OF COLORADO )  
 ) ss.  
COUNTY OF Park )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 1995 by Douglas E. Kingsbery, Trustee of the Kingsbery Family Trust, general partner of The Redhill Forest Ranch, a partnership.



My commission expires: 10-08-98

Witness my hand and seal.

Treva A. Hottel  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Park )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 1995 by William S. Romney, Trustee of the Raymond E. Mitchell Liquidating Trust, general partner of The Redhill Forest Ranch, a partnership.



My commission expires: 10-08-98

Witness my hand and seal.

Treva A. Hottel  
Notary Public

ACCEPTANCE BY ASSOCIATION

The foregoing grant is hereby accepted and approved by the Association for the benefit of its members, and the Association agrees to be bound by the terms and conditions of the grant.

The Redhill Forest Property Owners, Mutual Water and Cattle Association

By: Fred Wisely  
Fred Wisely, President

STATE OF COLORADO )  
COUNTY OF Park ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 1995 by Fred Wisely as President of the Redhill Forest Property Owners, Mutual Water and Cattle Association.

My commission expires: 10-08-98



Jewell A. Hatter  
Notary Public

EXHIBIT A

Parcel 1:

That portion of the Middle Fork of the South Platte River located North of the Colorado State Highway No. 9 bridge in Sections 13 and 24 of Township 10 South, Range 77 West of the 6th P.M., Park County, Colorado running northerly from said bridge for a distance of one-half mile.

Parcel 2:

That portion of the Middle Fork of the South Platte River located in Sections 13 and 24 of Township 10 South, Range 77 West of the 6th P.M., Park County, Colorado running northerly from the northernmost point of Parcel 1 described above to the northernmost point of Owner's property in said Section 13.

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BARBARA J. PASCO, PARK CNTY RECORDER \$ 0.00

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GRANT AND RELEASE OF EASEMENTS

THIS GRANT AND RELEASE OF EASEMENTS (the "Grant and Release") is made this 25<sup>th</sup> day of April, 1995 by and between The Redhill Forest Ranch, a partnership (the "Owner") whose address is c/o Douglas E. Kingsbery Trustee, Kingsbery Family Trust, P.O. Box 1151, Raleigh, North Carolina 27602 and the Redhill Forest Property Owners, Mutual Water and Cattle Association (the "Association") whose address is c/o Fred Wisely, 4235 Bromley Place, Colorado Springs, Colorado 80906. This Grant and Release is made in contemplation of the following facts and circumstances:

a. Owner owns certain real property located in Sections 10, 11, 13, 14, 15, 23, 24, 25 and 26, Township 10 South, Range 77 West, 6th P.M.; Sections 30, 31 and 32, Township 10 South, Range 76 West, 6th P.M.; and Sections 5, 6 and 8, Township 11 South, Range 76 West, 6th P.M. in Park County, Colorado (the "Property"), through which flows the Middle Fork of the South Platte River (the "River").

b. Owner has contracted to sell a portion of the Property to Bruce Plankington, an individual ("Plankington").

c. The Association is a Colorado Nonprofit Corporation formed by the filing of its Articles of Incorporation on August 25, 1977 ("Articles").

d. John Kingsbery, Trustee, as a predecessor in interest to Owner's rights in the Property, executed in favor of the Association, that certain Grant of Access and Sport Fishing Rights to the Redhill Subdivision Property Owners Mutual Water and Cattle Association, dated June 5, 1978, and recorded June 9, 1978 in Book 279 at Page 885 of the records in the office of the Clerk and Recorder of Park County, Colorado. (The "Former Easement")

e. Owner and the Association desire to modify the rights and scope of the Former Easement as set forth herein.

f. Contemporaneously herewith, Owner has agreed to execute with the Association a Grant and Release of Easement consistent with the terms and conditions contained herein, which burdens and benefits that portion of the Property under contract with Plankington (the "Plankington Easement").

NOW THEREFORE, in consideration of the foregoing and in further consideration of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. In exchange for the grant of easement contained herein and the grant of easement contained in the Plankington Easement executed the 25<sup>th</sup> day of April, 1995, the Association hereby releases, conveys and quitclaims unto Owner all of its rights, title and interest in and to the Former Easement and all appurtenant rights granted thereby.

SOUTH OF  
Highway 9  
Property of  
Redhill Forest POMWACA



2. Owner hereby grants to Association and its successors, for the benefit of its members and membership as those terms are defined in the Articles of Incorporation for the Association recorded in Book 270 at Page 657 of the records of Park County, Colorado (hereafter the "Members") the following easement:

a. Subject to the remaining terms hereof, a perpetual, exclusive easement for access over, along and across an area 100 feet on either side of the River as the same may exist from time to time as it passes through the portions of the Property described as Parcels 1, 2 and 3 in Exhibit A attached hereto and incorporated herein by this reference and a non-exclusive right of way for access over, along and across that particular area specified in Exhibit B attached hereto and incorporated herein by this reference for motor vehicle access and parking (hereafter the "Easement").

b. The Easement shall be limited to access for sport fishing only, by the Members, together with pedestrian traffic incidental to such sport fishing, and for no other purpose.

c. All sport fishing done under the authority of this grant shall be limited to artificial flies or lures only and shall be further subject to, limited by, and in compliance with the statutory and regulatory laws of the State of Colorado respecting the sport fishing of public waters within the State of Colorado, including without limitation, catch limits, licensing and the like as the same may be amended from time to time ("Fishing Regulations"). It is the intention of the parties that the more restrictive of this provision or the Fishing Regulations shall apply.

d. Without limiting the effect of paragraph 2.b. above, except as to those portions of the Easement designated in Exhibit B, no motor vehicles, mechanized vehicles, bicycles or equestrian traffic shall be permitted on the Easement. Further, no camping, picnicking, campsites or fires shall be permitted thereon.

e. To provide pedestrian access to the River within Parcel 3 described in Exhibit A, Owner shall construct, at its expense, a pedestrian gate in the fence which runs parallel to, and on the south side of Colorado State Highway No. 9, at a location directly south of the north boundary line of Parcel 3 ("Gate"). Said access shall be an area 100 feet in width from the north boundary line of Parcel 3 extending to the South, and extending from Colorado State Highway No. 9 west to the River. The Association shall, at its expense, maintain the Gate in good working condition. The Association shall at all times keep the Gate locked and regulate the use of the gate so as to limit its use to only Members. Further, in addition to any other indemnities contained herein for Owner's benefit, the Association and its individual members, by acceptance of this grant, shall indemnify and hold Owner harmless (including any attorneys' fees incurred by Owner in defending itself) from and against any claims, losses, suits, damages or liability of any nature whatsoever arising out of or related in any manner to:

- (1) the location, placement or operation of the Gate; or

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- (2) the use of the Gate by any persons other than Owner, whether such use is proper or improper, or permitted or not under the terms of this Grant and Release; and/or
- (3) other than Owner, persons gaining access or attempting to gain access to the Easement or Colorado State Highway No. 9 by way of the Gate, whether such access or attempts are proper or improper or permitted or not under the terms of this Grant and Release;

it being the parties' intent that this indemnification shall apply in all circumstances to any such claim, loss, suit, damage or liability in any manner related to the Association's request for the installation and use of the Gate, whether or not presently anticipated, foreseen or known. In addition to the provisions of paragraph 7 hereof, Owner and its successors and assigns shall have the right to terminate all rights of the Association to the Gate, or its use, in the event Owner determines that use of the Gate is not within the limits specifically set forth herein or is otherwise improper under the terms of this Grant and Release. Notwithstanding the foregoing, this indemnity shall not apply to the recovery of any damages caused by the willful or deliberate acts of Owner.

3. Notwithstanding the provisions of paragraph 2 above, Owner reserves the following rights:

a. Owner shall be entitled to full, unrestricted and free access to all portions of the River lying within the Property, including the Easement, for any and all non-fishing activities, including without limitation grazing, herding and watering livestock. Those portions of the River not subject to the Easement may be put to any use by Owner, in its absolute and sole discretion, except that such use shall not diminish the quality of fishing in those sections of the River within the Easement. Further, Owner may alter the physical characteristics and terrain of the Property or make water improvements (including but not limited to ponds or reservoirs) at any point on the River within the Property, including within the Easement. Any water improvements made by Owner shall be for the exclusive use and benefit of Owner on those portions of the Ranch not within the Easement. Any such alterations to the physical characteristics or terrain or water improvements shall be accomplished in such a manner as to not diminish the quality of fishing in those sections of the River within the Easement that benefits the Members.

b. Owner shall have access to the Easement for fishing purposes except that such access shall be limited to a maximum of five persons per day. Except as provided herein, Owner shall not grant any fishing lease or allow any sport fishing of any kind within the Easement.

c. If any fences are constructed on the Property parallel to the River, the width of the Easement as provided in paragraph 2. a. above shall be reduced automatically to fifty (50) feet on each side of the River. Fences, if constructed, will not negatively impact or

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adversely affect the Easement.

4. By acceptance hereof, the Association accepts the Easement herein granted in its current condition and covenants and agrees that it shall police and maintain the Easement by keeping the same free from litter and refuse, and shall use the Easement in an environmentally prudent manner, and understands that the use thereof by the Members shall be at their sole risk; and further, the Association covenants and agrees that it shall adopt and enforce reasonable rules and regulations for the use of the Easement with respect to the prohibition of the use of the Easement after dark, dogs running at large, the clean-up of litter, the non-interference of use of the Easement with the lawful activities of Owner and others having rights and interest in and to the Property, the closing of gates, the use of the Easement in accordance with reasonable safety standards and similar rules and regulations.

5. The Easement shall, to the extent of the interest granted, be considered "common property or area" of the Association as defined in the Declaration of the Association and maintained and administered under the said Declaration.

6. The Association and its individual members agree to indemnify Owner and hold it harmless from any and all claims, suits, losses, damages or liabilities, including without limitation, any property damage, arising out of the use of the Easement and the rights granted herein.

7. In the event the Easement is not maintained and/or fishing rights not exercised within the scope of the spirit and intent hereof, Owner and its successors and assigns may deliver written notice to the Association at its registered office that the Association (and its members) shall comply with and/or enforce the provisions hereof, specifying the violations that have occurred, and if the Association shall fail to correct such noncompliance within thirty (30) days after the receipt of such notice by the Association, the Owner may terminate this grant, and thereafter, the Easement and all rights granted herein to the Association shall be null and void.

8. In addition to The Redhill Forest Ranch, as used in paragraphs 3, 4 and 6 hereof, the term "Owner", shall mean and include Owner's principals, agents, employees, independent contractors, lessees, guests, invitees, grantees, successors and assigns, and all persons other than the Members having Owner's permission to be on the Property.

9. Anything to the contrary notwithstanding, in the event of any litigation or arbitration arising out of this Grant and Release, the court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

IN WITNESS WHEREOF, the parties have set their hands and seals effective the date and year first set forth above.

The Redhill Forest Ranch, a partnership  
By: Kingsbery Family Trust, general partner

By: Douglas E. Kingsbery, Trustee  
Douglas E. Kingsbery, Trustee

By: Raymond E. Mitchell Liquidating Trust, general partner

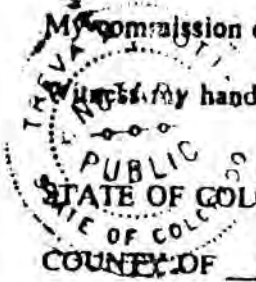
By: William S. Romney  
William S. Romney, Trustee

STATE OF COLORADO )  
  ) ss.  
COUNTY OF Park )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 1995 by Douglas E. Kingsbery, Trustee of the Kingsbery Family Trust, general partner of The Redhill Forest Ranch, a partnership.

My commission expires: 10-08-98

Witness my hand and seal.



Isela A. Satter  
Notary Public

STATE OF COLORADO )  
  ) ss.  
COUNTY OF Park )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 1995 by William S. Romney, Trustee of the Raymond E. Mitchell Liquidating Trust, general partner of The Redhill Forest Ranch, a partnership.

My commission expires: 10-08-98

Witness my hand and seal.



Isela A. Satter  
Notary

Property of  
Redhill Forest POMWACA

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### ACCEPTANCE BY ASSOCIATION

The foregoing grant is hereby accepted and approved by the Association for the benefit of its members, and the Association agrees to be bound by the terms and conditions of the grant.

The Redhill Forest Property Owners, Mutual Water and Cattle Association

By: *Fred Wisely*  
Fred Wisely, President

STATE OF COLORADO )  
  ) ss.  
COUNTY OF Park )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 1995 by Fred Wisely as President of the Redhill Forest Property Owners, Mutual Water and Cattle Association.

My commission expires: 10-08-98

Witness my hand and seal.

*Debra A. Slatter*  
Notary Public



Property of  
Redhill Forest POMWACA

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## EXHIBIT A

## Parcel 1:

That portion of the Middle Fork of the South Platte River south of the Colorado State Highway No. 9 bridge located in Section 24 of Township 10 South, Range 77 West of the 6th P.M., Park County, Colorado running south to the north boundary of the south one-half of said section, together with the existing parking lot adjacent to said bridge.

## Parcel 2:

That portion of the Middle Fork of the South Platte River located in Sections 5, 6 and 8 of Township 11 South, Range 76 West of the 6th P.M., Park County, Colorado running southeast from the north section line of said section 6 to the east section line of said section 8.

## Parcel 3:

That portion of the Middle Fork of the South Platte River located in Section 25 of Township 10 South, Range 77 West of the 6th P.M., and Section 30 of Township 10 South, Range 76 West of the 6th P.M., Park County, Colorado running southeast from the north section line of said Section 25 for a distance of 3/4 mile into said Section 30.

Property of  
Redhill Forest POMWACA

## EXHIBIT B

Road Description: Beginning at the East 1/4 corner of Section 5, Township 11 South, Range 76 West of the 6th P.M. thence North 64 degrees 02 minutes 45 seconds West for a distance of 58.66' to the true point of beginning. Thence along the centerline of a 30' wide easement for the following three courses, South 06 degrees 16 minutes 42 seconds West for a distance of 1274.60' to a point which is 15' northerly of the south line of the N1/2 SE1/4 of said Section 5, thence South 89 degrees 41 minutes 17 seconds West parallel to and 15' perpendicular from the said south line of the N1/2 SE1/4 of said Section 5, for a distance of 2549.03' thence South 64 degrees 26 minutes 36 seconds West for a distance of 540.23' to the edge of a 50' radius parking area.

Parking Area Description: Beginning at the East 1/4 corner of said Section 5 thence South 65 degrees 15 minutes 08 seconds West for a distance of 3555.00' to the edge of a 50' radius parking area, thence South 64 degrees 26 minutes 36 seconds West along the extension of the centerline of the 30' easement, as previously described, for a distance of 50.00' to the center of a 50.00' radius parking area.

**AMENDMENT TO GRANT OF EASEMENTS**  
**(FOR THE RELOCATION OF FISHING ACCESS AND PARKING EASEMENT)**

THIS IS AN AGREEMENT between the John Rew Landon Trust dated October 11, 2001 and the Katherine Smith Landon Trust dated October 11, 2001 (collectively referred to as the "Landon Trusts") and the Redhill Forest Property Owners, Mutual Water and Cattle Association, a Colorado non-profit corporation (the "Association"), and consented to by the Colorado Cattlemen's Agricultural Land Trust, a Colorado nonprofit corporation, whose principal address is 8833 Ralston Road, Arvada, CO 80002 ("CCALT"), to amend that certain Grant and Release of Easements dated April 25, 1995, by and between The Redhill Forest Ranch and the Association, that was recorded on April 28, 1995 in Book 548, Page 248 at Reception No. 441193 in the records of Park County, Colorado (the "1995 Agreement").

**Recitals**

The Redhill Forest Ranch ("Redhill Ranch") was the owner of certain real property located in Sections 5 and 6, Township 11 South, Range 76 West of the 6<sup>th</sup> Principal Meridian in Park County, Colorado at the time it entered into the 1995 Agreement with the Association.

Under the terms of the 1995 Agreement, the Association acquired an easement over certain property that was owned by Redhill Ranch in Park County, Colorado, to gain access to and sports fishing rights on the Middle Fork of the South Platte River (the "River").

The easement owned by the Association is generally described in the 1995 Agreement as consisting of "a perpetual, exclusive easement for access over, along and across an area 100 feet on either side of the River as the same may exist from time to time..." (the "Sport Fishing Easement") and "a non-exclusive right of way for access over, along and across that particular area specified in Exhibit B [to the 1995 Agreement]...for motor vehicle access and parking..." (the "Vehicle Access and Parking Easement").

Exhibit B to the 1995 Agreement more specifically describes the Vehicle Access and Parking Easement in Park County, Colorado, as follows:

**Road Description:** Beginning at the East ¼ corner of Section 5, Township 11 South, Range 76 West of the 6<sup>th</sup> P.M. thence North 64 degrees 02 minutes 45 seconds West for a distance of 58.66' to the true point of beginning. Thence along the centerline of a 30' wide easement for the following three courses, South 06 degrees 16 minutes 42 seconds West for a distance of 1274.60' to a point which is 15' northerly of the south line of the N1/2 SE1/4 of said Section 5, then South 89 degrees 41 minutes 17 seconds West parallel to and 15' perpendicular from the said south line of the N1/2 SE1/4 of said Section 5, for a distance of 2549.03' thence South 64 degrees 26 minutes 36 seconds West for a distance of 540.23' to the edge of a 50' radius parking area.

**Parking Area Description:** Beginning at the East ¼ corner of said Section 5 thence South 65 degrees 15 minutes 08 seconds West for a distance of 3555.00' to the edge of a 50' radius parking area, then South 64 degrees 26 minutes 36 seconds West along the extension of the centerline of the 30' easement, as previously described, for a distance of 50.00' to the center of a 50.00' radius parking area.

Such Vehicle Access and Parking Easement is identified as the "30' Wide Access Easement (Per Book 548 Page 255) To Be Vacated" in Exhibit A, attached and incorporated herein by reference.



Redhill Ranch subsequently sold all of the real property that it owned in Park County, Colorado, and the Landon Trusts are the current owners of a portion of the real property that is subject to the Association's easement described in the 1995 Agreement. The real property owned by the Landon Trusts is sometimes referred to as the Walking Bear Ranch.

Walking Bear Ranch is also subject to a conservation easement held by Colorado Cattlemen's Agricultural Land Trust (CCALT), which is dated December 18, 2003 and recorded on December 24, 2003 at reception number 594031 in the land records of Park County. Furthermore, the conservation easement was amended and recorded July 2, 2014 at reception number 707928 in the land records of Park County (the "Conservation Easement").

The Landon Trusts now desire to construct certain improvements on the Walking Bear Ranch in an area near the current Vehicle Access and Parking Portion of the Association's easement.

The Association is willing to accommodate the Landon Trusts' desire to build on their property, provided the Association and its members still have reasonable vehicle access and parking to fish the River.

CCALT is willing to consent to this Amendment to Grant of Easements as its terms do not conflict with the Conservation Easement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contingent Agreement to Vacate the Current Vehicle Access and Parking Easement. The Landon Trusts and the Association hereby agree to vacate the current Vehicle Access and Parking Easement, subject to and contingent upon the Landon Trusts constructing a new gravel road and parking area to enable the Association and its members to access the Sport Fishing Easement with their vehicles. The road to be constructed will be approximately the same width as the road as it currently exists within the Vehicle Access and Parking Easement, unless a wider road is required by Park County. The legal description for the easement granted to the Association for the new road and parking area to be constructed is as follows:

A 30' wide fishing access and parking easement being located in a part of Section 5, Township 11 South, Range 76 West of the 6<sup>th</sup> P.M., County of Park, State of Colorado, being 15' wide on each side of the following described centerline:

Commencing at the S1/16 corner of said Section 5, thence North 06 degrees 40 minutes 47 seconds East along the east line of said Section 5 for a distance of 1207.33' to a point on the southerly right of way of Colorado State Highway No. 9, thence North 43 degrees 54 minutes 16 seconds West leaving said R.O.W. for a distance of 2525.00' to a point on the southerly R.O.W. of Colorado State Highway No. 9, said point being the point of beginning, thence along said centerline for the following courses, South 44 degrees 52 minutes 23 seconds East for a distance of 81.08', thence North 43 degrees 09 minutes 03 seconds West for a distance of 383.71' to a point being 15' southerly of the northerly line of the Walking Bear Tract, then South 55 degrees 40 minutes 46 seconds West parallel to the said northerly line for a distance of 2940.43', thence South 34 degrees 19 minutes 42

seconds East for a distance of 50.0' to the center of a 50' radius parking area.

Such new access easement being granted by the Landon Trusts to replace the current access easement is identified on Exhibit B, attached and incorporated herein by reference, as the "30' Wide Fishing Access/Parking Easement" and the "50.00' Radius Parking Easement", hereinafter referred to as the "Fishing Access and Parking Easement". The Landon Trusts shall also construct a gate at the northern end of the Fishing Access and Parking Easement as it intersects Colorado State Highway 9 to replace the gate constructed pursuant to the 1995 Agreement. The new gate shall be set back a sufficient distance from the highway so as to allow people driving motor vehicles to safely pull off the highway to open the gate. In no event shall construction of the new road, gate and parking area obligate the Landon Trusts to maintain such improvements after their acceptance by the Association or otherwise modify the obligation of the Association stated in the 1995 Agreement to police and maintain the gate and the easements granted under the 1995 Agreement and this Amendment.

2. Pedestrian Easement. In addition to granting the Fishing Access and Parking Easement, the Landon Trusts grant to the Association and its members the right to walk across the Landon Trusts property from the new parking area to the Sport Fishing Easement. This pedestrian easement is granted to provide access to the River to those individuals who are entitled to access and use the Sport Fishing Easement. This pedestrian easement is limited to pedestrian traffic that is incidental to the sport fishing activities that may take place on or adjacent to the River and is granted with the understanding that the users shall minimize disturbance to the wetlands as reasonably possible. This pedestrian easement (hereafter referred to as the "Pedestrian Easement") is granted to the Association and its successors, for the benefits of its members and membership as those terms are defined in the Articles of Incorporation for the Association in Book 270 at Page 657 of the records of Park County, Colorado, and it will take effect only upon the Association's acceptance of the new road and parking area.

3. Inspection and Acceptance. Upon completion of the new road and parking area, the Landon Trusts will notify the Association and the Association will have 21 days thereafter to inspect and approve the same. In the absence of any objection to the condition or quality of the new road and parking area by the Association within this 21-day period, the new road and parking area will be deemed to have been accepted by the Association and the Vehicle Access and Parking Easement will be deemed to be vacated. Thereafter, the Association and its members shall no longer have the right to use the road and parking area described in Exhibit B to the 1995 Agreement or access the gate which provided access to such road and parking area, and all of the Association and its members' vehicle access and parking rights and obligations associated with the existing road, parking area and gate as set forth in the 1995 Agreement shall transfer to the new road, gate and parking area. The Association agrees to execute a quit claim deed or similar release of its rights to the Vehicle Access and Parking Easement upon request by the Landon Trusts, but only to the extent that this easement is located on real property owned by the Landon Trusts, and provided the improvements to be constructed by the Landon Trusts have been approved or deemed approved as provided herein.

In the event of any dispute or disagreement concerning the condition or quality of the new road and parking area, the parties agree to engage in good faith discussions about any additional improvements that the Association believes are necessary to make to the new road and parking area. If the parties are unable to reach an agreement on how to remedy the Association's objections, the parties agree to promptly submit their disagreement to binding arbitration with a mutually agreeable arbitrator or an arbitrator affiliated with the Judicial Arbitrator Group in Denver, Colorado. Upon completion of any

additional improvements agreed upon by the parties or awarded by an arbitrator, the Vehicle Access and Parking Easement will be deemed to have been vacated and replaced by the Fishing Access and Parking Easement and the Pedestrian Easement granted hereunder.

Notice of completion of the new road and parking area shall be delivered to the Association as follows:

Redhill Forest POMWACA  
c/o Mike Lyons, President  
[mikel.redhill@gmail.com](mailto:mikel.redhill@gmail.com)  
and to Kelly Thomas at  
[kellyt.redhill@gmail.com](mailto:kellyt.redhill@gmail.com)

Any notice to the Landon Trusts shall be delivered to:

John Rew Landon Trust  
Katherine Smith Landon Trust  
P.O. Box 5544  
Breckenridge, CO 80424

4. Continuing Effect of the 1995 Agreement; Amendments. Except as specifically modified by this Agreement, the 1995 Agreement shall remain in full force and effect. The parties further agree that the modifications to the 1995 Agreement set forth herein shall relate back in time to the recording date of the 1995 Agreement and that the Conservation Easement is subordinate to the 1995 Agreement as amended herein. Also, except as specifically modified by this Agreement, the terms of the Conservation Easement shall remain in full force and effect. This Agreement may be modified only in writing signed by Grantor, Grantee, and CCALT. Any amendment to this Agreement shall be executed by the parties and recorded in the real estate records of the Park County, Colorado clerk and recorder's office.

5. Authorization. This Agreement has been duly authorized, executed and delivered by the Landon Trusts and by the Association. The parties shall deliver duly executed Statements of Authority to be recorded with this Agreement.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective members, personal representatives, successors and permitted assigns.

7. Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

8. Signatures and Counterparts. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

**John Rew Landon Trust  
dated October 11, 2001**

Dated: March 17, 2015

By: [Signature]  
John Rew Landon, its Trustee

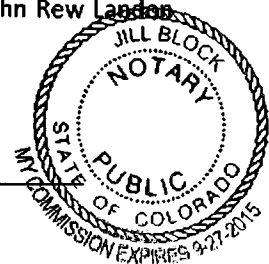
STATE OF COLORADO )  
COUNTY OF Summit ) ss.

The above and foregoing AMENDMENT TO GRANT AND RELEASE OF EASEMENTS was duly acknowledged before me, a Notary Public, by John Rew Landon as the Trustee of the John Rew Landon Trust dated October 11, 2001, this 17<sup>th</sup> day of March, 2015.

Witness my hand and official seal.

My commission expires:

[Signature]  
Notary Public



**Katherine Smith Landon Trust  
dated October 11, 2001**

Dated: March 17, 2015

By: [Signature]  
Katherine Smith Landon, its Trustee

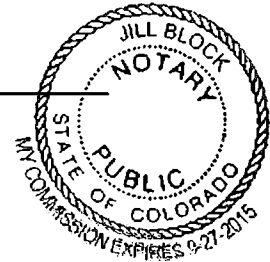
STATE OF COLORADO )  
COUNTY OF Summit ) ss.

The above and foregoing AMENDMENT TO GRANT AND RELEASE OF EASEMENTS was duly acknowledged before me, a Notary Public, by Katherine Smith Landon as the Trustee of the Katherine Smith Landon Trust dated October 11, 2001, this 17<sup>th</sup> day of March, 2015.

Witness my hand and official seal.

My commission expires:

[Signature]  
Notary Public



**Redhill Forest Property Owners,  
Mutual Water and Cattle Association**

Dated: March 16, 2015

David M. Lyons  
David M. Lyons, its President

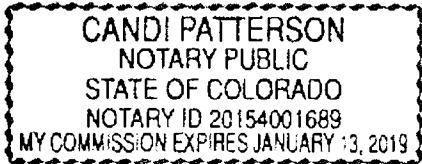
STATE OF COLORADO )  
 ) ss.  
COUNTY OF El Paso )

The above and foregoing AMENDMENT TO GRANT AND RELEASE OF EASEMENTS was duly acknowledged before me, a Notary Public, by David M. Lyons as President of Redhill Forest Property Owners, Mutual Water and Cattle Association, this 16 day of March, 2015.

Witness my hand and official seal.

My commission expires: 1/13/19

Candi Patterson  
Notary Public



Colorado Cattlemen's Agricultural Land Trust,

Christopher M. West  
Christopher M. West, its President

Dated: March 4, 2015

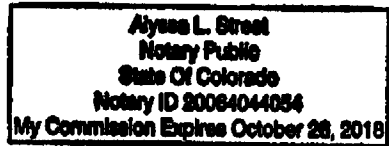
STATE OF COLORADO )  
COUNTY OF Jefferson ) ss.

The above and foregoing AMENDMENT TO GRANT AND RELEASE OF EASEMENTS was duly acknowledged before me, a Notary Public, by Christopher M. West as President of the Colorado Cattlemen's Agricultural Land Trust, this 4<sup>th</sup> day of March, 2015.

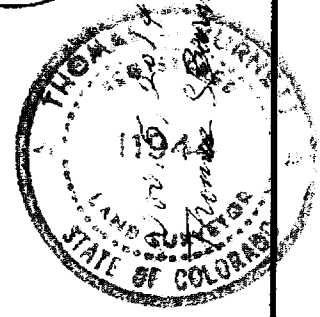
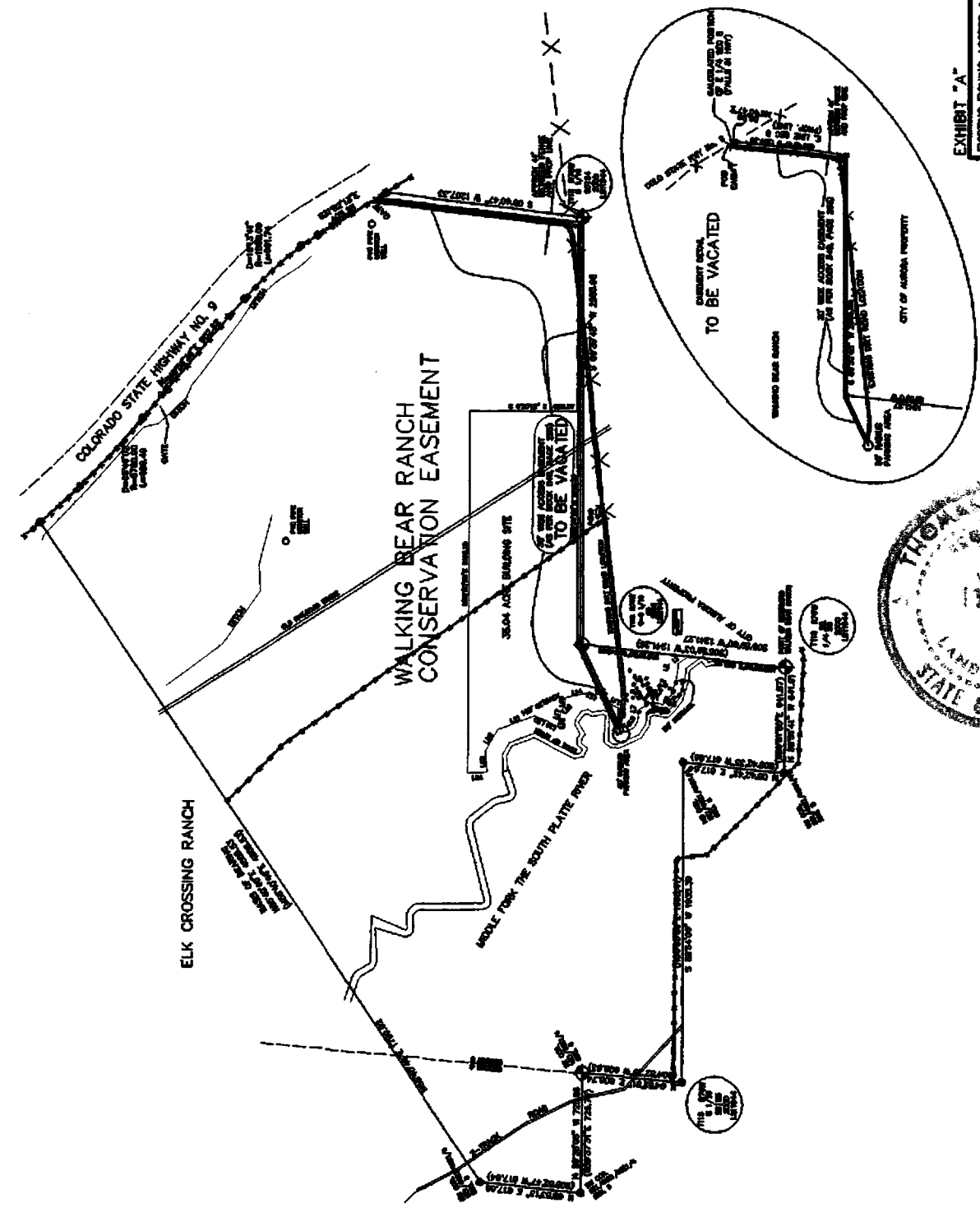
Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires:  
10/26/2018



**EXHIBIT "A"**  
 EXISTING DRIVING ACCESS & PARKING EASEMENT TO BE VACATED  
 WALKING BEAR BRANCH, PART OF SECTIONS 5 & 6,  
 T10S, R70W OF THE 6th P.M., PARK COUNTY, COLORADO  
 COUNTY AND DISTRICT RECORDS  
 DATE FILED 03/31/2015 9:53 AM  
 BY DEBRA A. GREEN  
 CLERK



**EXHIBIT**

A

**LEGEND**  
 --- 1/4" = 100' (SEE PLAN FOR SCALE)  
 --- 1/8" = 200' (SEE PLAN FOR SCALE)  
 --- 1/16" = 400' (SEE PLAN FOR SCALE)  
 --- 1/32" = 800' (SEE PLAN FOR SCALE)  
 --- 1/64" = 1600' (SEE PLAN FOR SCALE)  
 --- 1/128" = 3200' (SEE PLAN FOR SCALE)  
 --- 1/256" = 6400' (SEE PLAN FOR SCALE)  
 --- 1/512" = 12800' (SEE PLAN FOR SCALE)  
 --- 1/1024" = 25600' (SEE PLAN FOR SCALE)

- LEGEND**
- INDICATES FOUND NO. 5 REBAR WITH 1 1/2" DIA. NAIL, CAP, LS 11844
  - INDICATES TELEPHONE PEDESTAL
  - INDICATES NO. 6 REBAR WITH 1 1/2" DIA. CAP, BARRED AS SHOWN
  - ( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
  - INDICATES BARRIED WIRE FENCE LINE

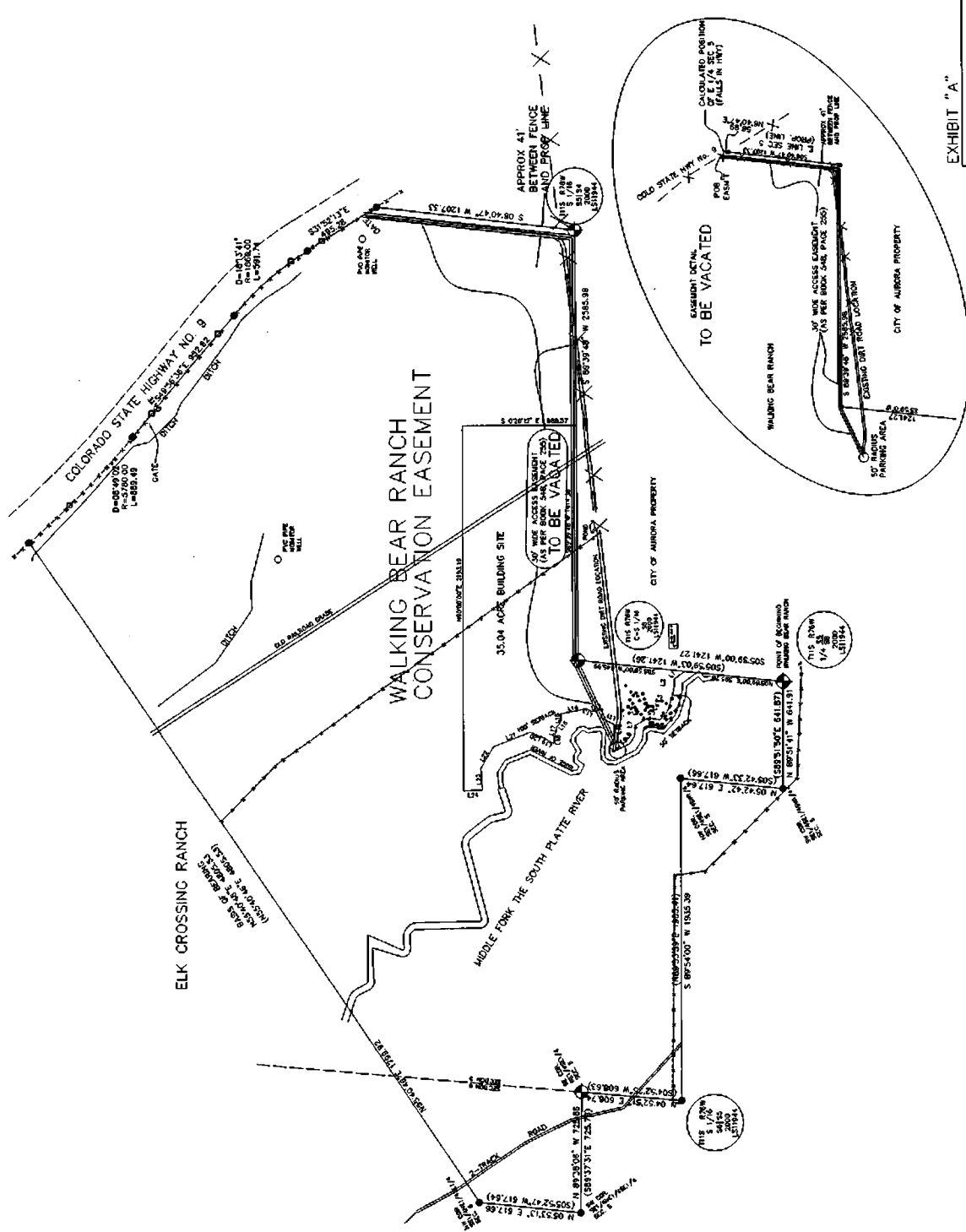


EXHIBIT "A"

EXISTING FISHING ACCESS & PARKING EASEMENT TO BE VACATED  
WALKING BEAR RANCH, PART OF SECTIONS 5 & 6,  
T11S, R78W OF THE 6TH P.M., PARK COUNTY, COLORADO

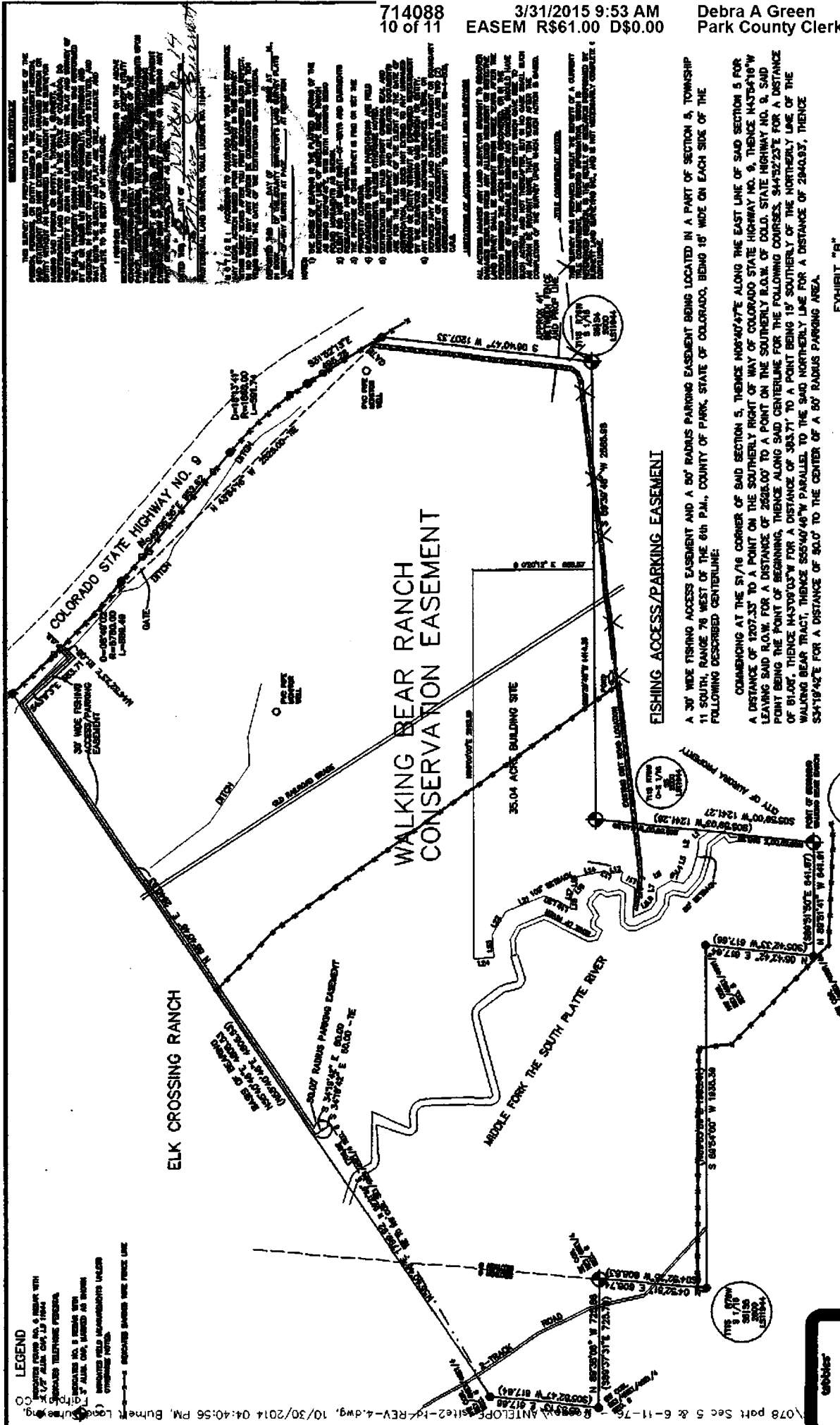
DATE: OCT. 21, 2014	REV. OCT. 13, 2014
SCALE: 1" = 200'	PREPARED FOR:
DRAWN BY: TB	JOHN LANDON
PROJECT: COLORADO-SUMMIT	JOB NO. 2014-244-3





**EXHIBIT "B"**  
**FISHING ACCESS & PARKING EASEMENT**  
WALKING BEAR RANCH, PART OF SECTIONS 5 & 6,  
T11S, R76W OF THE 6th P.M., PARK COUNTY, COLO

REGISTERED LAND	
REGISTERED PART	
REGISTRATION NO.	
REG. DATE	
REG. COUNTY	
REG. DISTRICT	



**WALKING BEAR RANCH  
CONSERVATION EASEMENT**

**FISHING ACCESS/PARKING EASEMENT**

A 30' WIDE FISHING ACCESS EASEMENT AND A 60' RADIUS PARKING EASEMENT BEING LOCATED IN A PART OF SECTION 5, TOWNSHIP 11 SOUTH, RANGE 76 WEST OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING 16' WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SW/16 CORNER OF SAID SECTION 5, THENCE N66°40'47" E ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 1207.33' TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 9, THENCE N43°41'18" W LEAVING SAID R.O.W. FOR A DISTANCE OF 2626.00' TO A POINT ON THE SOUTHERLY R.O.W. OF COLO. STATE HIGHWAY NO. 9, SAID POINT BEING THE POINT OF BEGINNING, THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING COURSES, S44°32'23" E FOR A DISTANCE OF 1646', THENCE N45°07'03" W FOR A DISTANCE OF 383.71' TO A POINT BEING 19' SOUTHERLY OF THE NORTHERLY LINE OF THE WALKING BEAR TRACT, THENCE S65°40'46" W, PARALLEL TO THE SAID NORTHERLY LINE FOR A DISTANCE OF 2940.93', THENCE S41°18'42" E FOR A DISTANCE OF 80.0' TO THE CENTER OF A 60' RADIUS PARKING AREA.

- LEGEND**
- REGISTERED PLAT NO. 5, BEARING WITH 1/4" TYP. AREA ONLY TO 1684
  - UNREGISTERED TELEPHONE Poles
  - REGISTERED NO. 9 BEARING WITH 1/4" TYP. AREA ONLY, LINED AS BEARING UNREGISTERED Poles
  - REGISTERED BEARING WITH BEARING LINE

**EXHIBIT  
B**

EXHIBIT "B"

**NEW FISHING ACCESS & PARKING EASEMENT  
WALKING BEAR RANCH, PART OF SECTIONS 5 & 6,  
T11S, R76W OF THE 6th P.M., PARK COUNTY, COLORADO**

BURNETT LAND SURVEYING, INC.		PREPARED FOR:	
1009 W. 19TH AVENUE, SUITE 100		JOHN LANDON	
DENVER, COLORADO 80202		1009 W. 19TH AVENUE, SUITE 100	
TEL: 303.755.1234		FAX: 303.755.1234	
DATE: 3/23/15		SCALE: 1" = 50'	
DRAWN BY: JLG		DATE: 3/23/15	

**SUBJECTS: GENERAL**

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON PERSON OR ENTITY NAMED IN THE STATEMENT HEREON. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE AND DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF COLORADO AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF COLORADO AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF COLORADO AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS.

**NOTES:**

1) THE BASE OF BEARING IS THE PLATED BEARING OF THE NORTHWESTERLY LINE OF ANTILOPE RANGE RANCH AND IS 200.10° 00' 00" AS SHOWN.

2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS.

3) THE PURPOSE OF THIS SURVEY IS TO SHOW THE MEASUREMENTS SHOWN IN PARAGRAPHS ARE FIELD MEASUREMENTS.

4) MEASUREMENTS SHOWN IN PARAGRAPHS ARE FIELD MEASUREMENTS.

5) MEASUREMENTS SHOWN IN PARAGRAPHS ARE FIELD MEASUREMENTS.

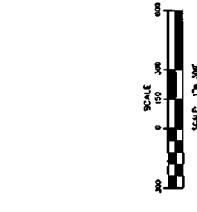
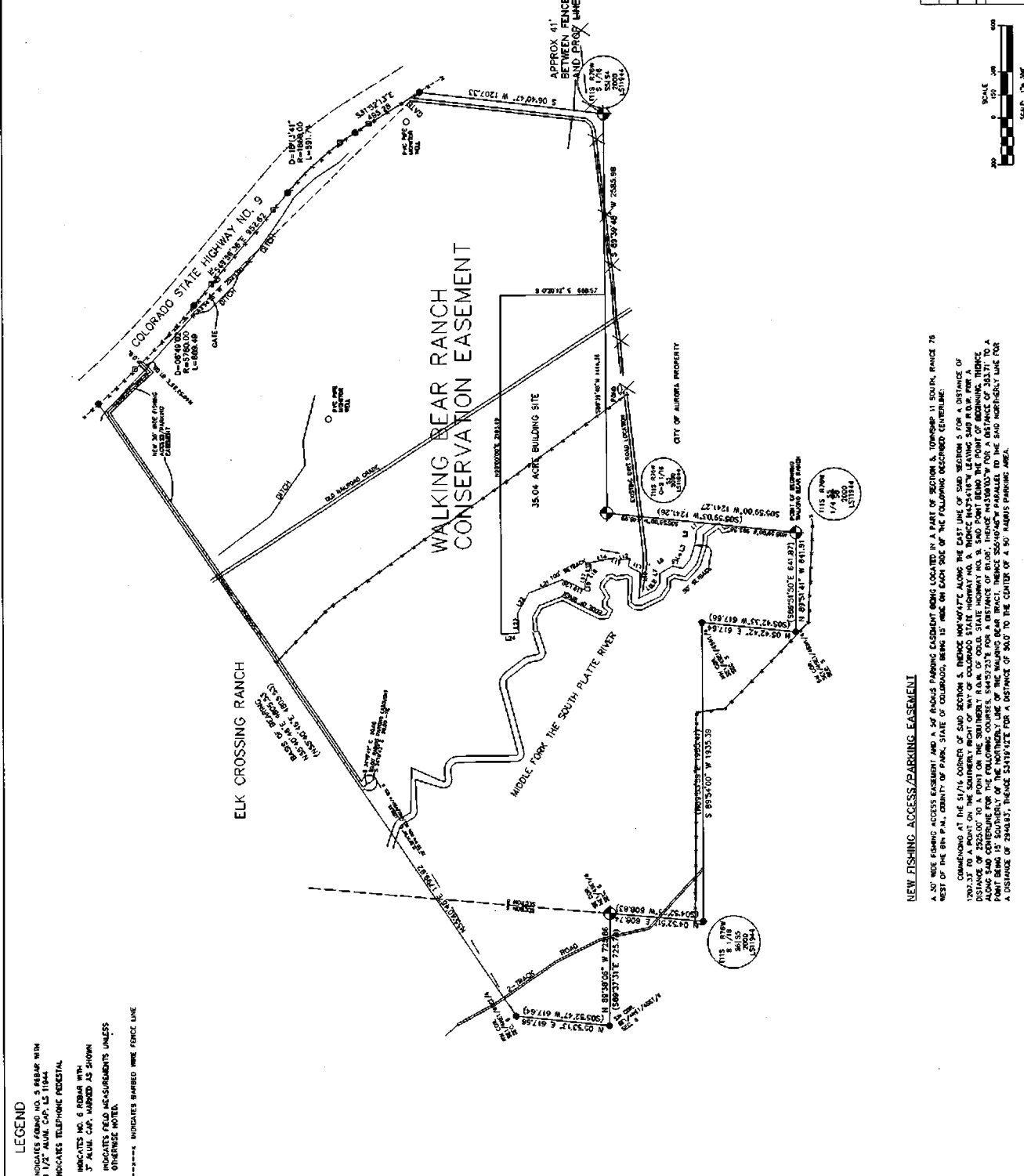
6) ANY PERSON WHO KNOWS OR BELIEVES THAT ANY PERSON HAS A CLAIM OR INTEREST IN ANY OF THE LAND DESCRIBED IN THIS SURVEY SHOULD CONTACT THE SURVEYOR IMMEDIATELY.

**LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS**

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES FOR NEGLIGENCE MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE OF THE ACTION OR THE DATE OF THE DISCOVERY OF THE NEGLIGENCE OR THE DATE OF THE ACTION OR THE DATE OF THE DISCOVERY OF THE NEGLIGENCE.

**JULIE COMBARDI NOTES:**

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT SURVEY OF THE AREA. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF COLORADO AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS.



**LEGEND**

- INDICATES CORNER NO. 4 REBAR WITH 1 1/2\"/>

**NEW FISHING ACCESS/PARKING EASEMENT**

A 30' WIDE FISHING ACCESS EASEMENT AND A 50' RADIUS PARKING EASEMENT BEING LOCATED IN A PART OF SECTION 5, TOWNSHIP 11 SOUTH, RANGE 76 WEST OF THE 6th P.M., COUNTY OF PARK, STATE OF COLORADO, BEING 15' WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SW 1/4 CORNER OF SAID SECTION 5, THENCE N69°40'47\"/>