

## RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT

**THIS RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT** is made this 30 day of October, 2019, by and between FALLS CREEK RANCH ASSOCIATION, INC., a Colorado nonprofit corporation, whose address is 6350 Falls Creek Main, Durango, Colorado 81301, (hereinafter "FCR") and FIRST BAPTIST CHURCH OF DURANGO, COLORADO, a Colorado nonprofit corporation, whose address is 332 East 11th Street Durango, Colorado 81301 (hereinafter "FBC") (collectively the Parties").

### RECITALS

A. WHEREAS FCR owns that certain tract of land described by Warranty Deed recorded at Reception No. 502627 on July 19, 1984 in the office of the La Plata County Clerk and Recorder, State of Colorado (hereinafter "FCR's Property"); and

B. WHEREAS FBC seeks permanent recorded ingress and egress over FCR's Property for access to its property, an approximate 18.860-acre tract and an approximate 1-acre tract, each in the NW/4 NE/4 of Section 16, T36N R9W, described by Warranty Deed recorded at Reception No. 326039, on February 12, 1964 in the Office of the La Plata County Clerk and Recorder and by Warranty Deed recorded at Reception No. 388094 on October 25, 1974 in the Office of the La Plata County Clerk and Recorder, State of Colorado (hereinafter "FBC's Property"); and

C. WHEREAS FBC has historically used the existing road over FCR's Property for ingress and egress to its Church Camp for over fifty years, and has historically improved and maintained the existing road to ensure safe vehicular access to the Camp; and

D. WHEREAS considering the historic and prescriptive nature of FBC's use of the existing road, FCR is willing to grant to FBC and its members a perpetual easement limited to FBC's historical and prescriptive uses for ingress and egress over and across FCR's Property, upon the terms set forth herein; and

E. WHEREAS FCR members have historically used the existing trail described on Exhibit A (the "Trail") for pedestrian, equestrian and bicycle purposes for over forty years, and considering the historic and prescriptive use of the Trail, FBC is willing to grant FCR and its members, a perpetual easement over the Trail, expressly limited to members of FCR; and

F. WHEREAS, FBC is also willing to grant FCR a permanent easement for emergency ingress and egress over FBC's Property on the existing road that connects to the easement which is herein granted by FCR to FBC.

NOW THEREFORE, in consideration of the terms of this Agreement, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties grant the easements described herein on the following terms and conditions:

1. Incorporation. The above Recitals are incorporated as though fully set forth herein.

2. Grant of Easements.

A. Grant of Easement to FBC. FCR, for good and valuable consideration, hereby grants, bargains, sells and conveys to FBC, its heirs, successors, personal representatives and assigns, a nonexclusive easement over the existing road shown in the location described in the survey diagram attached hereto as Exhibit B. This easement to FBC shall be an easement appurtenant to FBC's Property and shall inure to the benefit of FBC's heirs, successors, assigns and personal representatives, and includes all rights incidental to the beneficial use of the easement. The use of this easement by FBC and its members is limited to vehicular and hiking, snow shoeing and cross-country skiing access to FBC's Property. Use of the easement by FBC and its members for purposes that exceed the Church's historical uses (for example, use of the easement for a residential development) requires the prior consent of FCR.

B. Grant of Easements to FCR and Members of FCR. FBC, for good and valuable consideration, hereby grants, bargains, sells and conveys to FCR and its members (i) a nonexclusive easement for emergency ingress and egress over the existing road shown in the location described in the survey diagram attached hereto as Exhibit C and (ii) a nonexclusive easement for pedestrian, equestrian and bicycle use in the location described in the survey diagram attached hereto as Exhibit A, which is ten feet (10') in width. The easements to FCR and its members shall be easements appurtenant to the FCR Property and to the lots within FCR owned by its members and shall inure to the benefit of their respective heirs, successors, assigns and personal representatives, and shall include all rights incidental to the beneficial use of the easements.

C. In this Agreement, any general reference to Easements or easements shall mean, collectively, all of the above-described easements as described in Exhibits A, B, and C.

3. No Obstructions. Neither party shall place improvements or obstructions of any nature whatsoever within the Easements or take any other action which will restrict or inhibit free and unrestricted access over and across the Easements for their described purposes. Notwithstanding the foregoing, FBC's existing gate may remain across the Trail Easement. FCR may install, at its sole cost and expense and with prior approval from FBC, a pedestrian gate (with a width up to three feet) to the west of FBC's vehicle gate on the Trail Easement. It may be locked, and FCR may also use its own lock on the gate, if it so chooses.

4. Maintenance and Improvement of the Easement Granted to FBC. FBC shall be responsible for maintaining and repairing the easement granted to FBC and shall also be responsible for all costs, fees, taxes and expenses incurred in connection with FBC's use and maintenance of such easement. FBC's maintenance shall consist of clearing and removal of tree branches and debris, grading and filling of holes, installation of road base and/or gravel, installation of barrow ditches and/or culverts, drainage improvements, or other similar type maintenance that may be necessary

as a result of erosion. FBC is permitted to expand the width of the thirty-foot easement, or forty-foot easement in those sections shown on Exhibit B, for road maintenance and improvements but shall reclaim the road into the thirty-foot width subsequent to maintenance and improvements. FBC shall be responsible for snow removal within such easement should FBC deem snow removal necessary. FBC is permitted to expand the width of the existing road so long as any such expansion is limited to the width of the easement. Such easement shall consist of a dirt or gravel road and FBC is not permitted to make improvements consisting of paving, asphalt, curb, gutter, sidewalk, or parking lots. FBC is not permitted to install utilities within such easement. FBC shall not permit any mechanic's liens to be placed upon such easement for any work performed in conjunction with such easement's maintenance or improvement. To the extent FCR desires its own maintenance, snow removal or to make its own improvements, it shall pay for all associated costs.

5. Maintenance and Improvement of Easements Granted to FCR. FCR shall have no obligation or responsibility to maintain or repair the Trail easement depicted on Exhibit A, other than its responsibility to post any and all equestrian signs within the Trail easement as may be required by Colorado law, and that FCR or its members may remove tree branches or logs from the Trail. FCR shall have no obligation or responsibility to maintain or repair improvements within either the Trail easement described in Exhibit A or the emergency ingress and egress easement described in Exhibit C.

6. Indemnification.

A. FBC shall fully release, hold harmless, and indemnify FCR, and its agents, employees, licensees, guests, invitees, successors and assigns (collectively "Agents") from and against any and all expenses, claims, actions, liabilities, losses, damages including attorneys' fees and costs, arising out of, or in any way connected with, FBC's or its Agents' use of the easement granted to FBC and which is not caused by the negligent or intentional acts of FCR. FCR is not in a joint venture or other form of partnership or business arrangement such as to make FCR liable in the event any claimant seeks to hold FBC liable for trespass, property damage, etc.

B. FCR shall fully release, hold harmless, and indemnify FBC, and its agents, employees, licensees, guests, invitees, successors and assigns (collectively "Agent's") from and against any and all expenses, claims, actions, liabilities, losses, damages including attorneys' fees and costs, arising out of, or in any way connected with, or its members use of the Easements granted to FCR and which is not caused by the negligent or intentional acts of FBC.

C. FCR acknowledges that a portion of the existing Trail Easement leads to lands other than those owned by FBC and that FBC is not liable in the event any claimant or third party landowner seeks to hold FCR liable for trespass, property damage, etc. FCR shall release, hold harmless and indemnify FBC and its Agents from and against any and all expenses, claims, actions, liabilities, losses, damages including attorneys' fees and costs, arising out of, or in any way

connected with a claim of trespass, bodily injury or property damage brought by a third party landowner or claimant in connection with FCRs use of the Trail Easement.

7. Insurance.

A. FBC shall maintain, at all times, insurance coverage against loss or damage and liability for bodily injury and property damage in the aggregate limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 aggregate arising from FBC's or its Agents' actions or uses within the easement granted to FBC. FBC shall name FCR as an additional insured thereunder.

B. FCR shall maintain, at all times, insurance coverage against loss or damage and liability for bodily injury and property damage in the aggregate limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 aggregate arising from FCR's or its Agents' actions or uses within the easements granted to FCR and its members. FCR shall name FBC as an additional insured thereunder.

8. No Rights in Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easements to or for the general public.

9. Emergency Access and Emergency Services. FCR and FBC agree that the Easements may be utilized at all times for emergency ingress and egress by FCR, FBC and their Agents and must remain open and unobstructed for use by all emergency service providers, including but not limited to, all fire-fighting personnel and their equipment, vehicles, and related facilities.

10. License Agreement. The terms of this Reciprocal Grant of Easement and Agreement (the "Agreement") shall modify and supersede the rights and obligations of FCR and FBC as set forth in that certain License Agreement dated October 31, 2006 by and between Red Ridge Property Owner's Association, Falls Creek Ranch Association, Inc. and First Baptist Church of Durango, Colorado (the "License Agreement"). Specifically, FCR and FBC, by the terms of this Agreement, grant one another the real property interests inherent in, and associated with, an easement rather than a license. To the extent there is a conflict between the License Agreement and this Agreement, the terms of this Agreement shall control the interests of Falls Creek Ranch Association, Inc. and First Baptist Church of Durango, Colorado as they relate to the existing roads referenced in said License Agreement, other than any right to use of the Red Ridge Property Owner's Association road for emergency ingress and egress.

11. Reciprocal Relinquishment of Other Easements or Claims of Easements.

A. In consideration of the grant of easements and agreements described in this Agreement, FBC on behalf of itself and its members, hereby disclaims and relinquishes any other easement or claim of easement over the FCR Property, or as against FCR, on behalf of itself and its members, and disclaims and relinquishes any other easement or claim of easement over FCR's Property.

B. In consideration of the grant of easements and agreements described in this Agreement, FCR on behalf of itself and its members, hereby disclaims and relinquishes any other easement or claim of easement over the FBC Property, or as against FBC, on behalf of itself and its members, and disclaims and relinquishes any other easement or claim of easement over FBC's Property.

12. General Provisions.

A. Governing Law. This Agreement shall be governed in accordance with Colorado law.

B. Dispute Resolution. In the event a dispute arises with respect to the Parties' rights and obligations under this Agreement, the Parties shall first attend mediation to resolve the dispute prior to filing a lawsuit. The Party requesting mediation shall propose a mediator, and the Parties shall mutually approve of said mediator. In the event there is no agreement to use a certain mediator within sixty (60) days of the initiating party's request, then the initiating party shall have the right to appoint the mediator. In the event mediation is unsuccessful the Parties may litigate the dispute with jurisdiction to be had in La Plata County District Court.

C. Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, all litigation expenses, collection fees, witness fees, court costs, and attorneys' fees shall be paid by the non-prevailing party. Venue for any actions hereunder shall be in the Courts of La Plata County, Colorado, and, if necessary, Colorado appellate courts.

D. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties as to the subject contained herein and supersedes all prior negotiations, representations or agreements, either written or oral related thereto. This Agreement may be amended only by written instrument signed by the Parties.

E. Severability. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions shall nevertheless be given full force and effect.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic and emailed signatures shall have the same force and effect as original signatures.

G. Recording and Binding Effect. This Agreement shall be recorded in the La Plata County Clerk and Recorder's Office, shall run with the Parties' land, as described above, and shall be binding on, and accrue to the benefit and burden of, the Parties, their heirs, successors, and assigns.

H. Notices. All notices required or permitted under this Agreement shall be in writing and shall be either personally served, sent by overnight courier service, first class mail postage prepaid, or by email at such addresses and numbers the Parties may provide to each other in writing. Any such notice shall be deemed provided when: (a) such notice is actually received, if notice is personally served; (b) one day following notice being delivered to an overnight courier service; (c) two days following the date of deposit in the United States mail; or (d) upon verification of transmission if sent by email. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices to the Parties shall be sent to the addresses set forth above, or such other addresses as the Parties may designate from time to time by notice to the other party.

I. Waiver. The failure of any party in either one or more instances to insist upon the performance of any covenants, terms, or conditions of this Agreement, or to exercise any right or privilege conferred by this Agreement, or the waiver of any breach of any of the terms, covenants, or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or privileges, but the same shall continue and remain in full force and effect, the same as if no such forbearance or waiver had occurred.

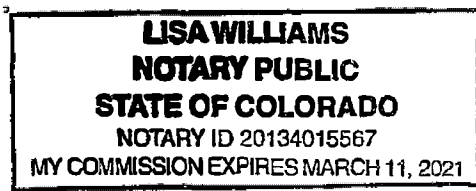
J. Additional Documents. The Parties shall enter into all additional documentation and instruments reasonably necessary to effectuate the terms and intent of this Agreement provided however that any such additional documents shall not modify the terms set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Reciprocal Grant of Easements and Agreement on the date set forth above.

FALLS CREEK RANCH ASSOCIATION, INC.

*Paullette Church*

By:  
Its: President



STATE OF COLORADO    )  
  )ss.  
COUNTY OF LA PLATA    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October by Paullette Church President for Falls Creek Ranch Association, Inc.

Witness my hand and official seal.

My commission expires: 3/11/21 *Lisa Williams*  
Notary Public

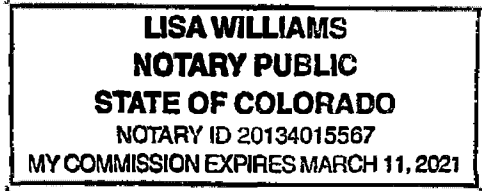
FIRST BAPTIST CHURCH OF DURANGO, COLORADO

By: Brian L Shaffer

Print: Brian L Shaffer

Title: Chariman of Elder Board

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LA PLATA )



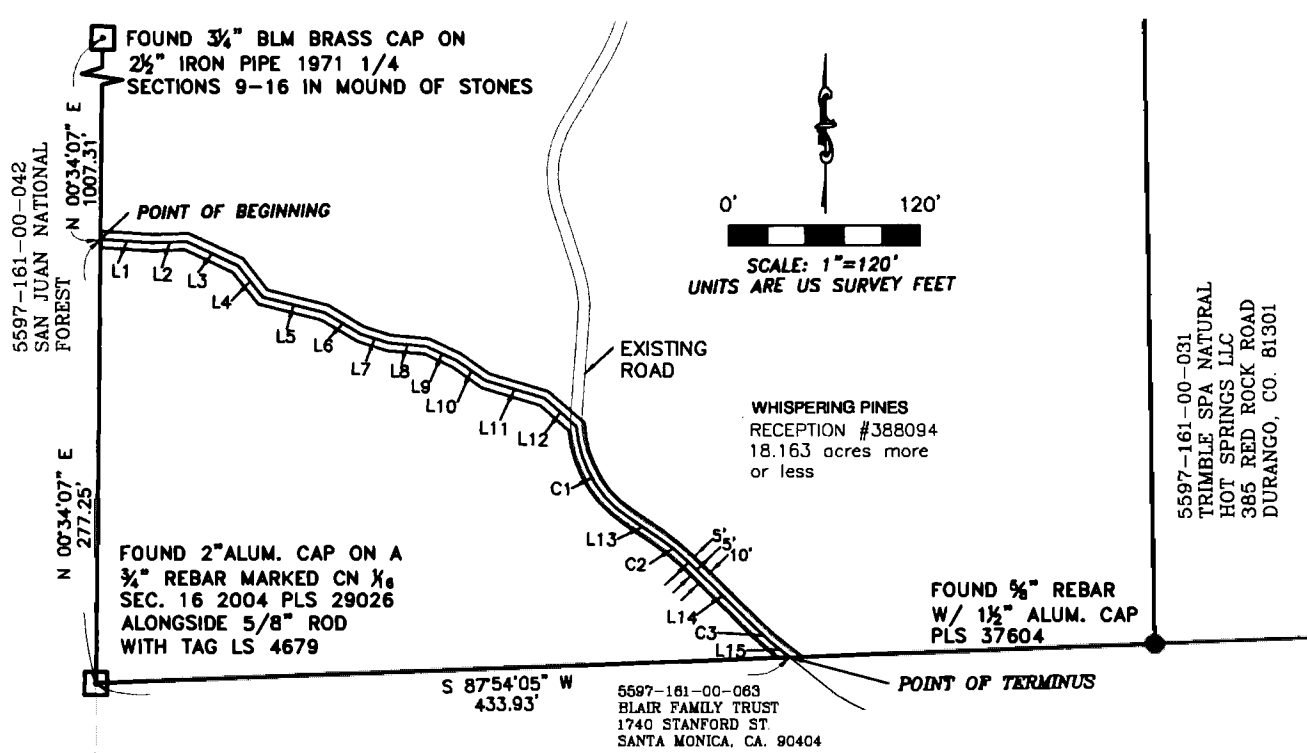
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2019, by Brian Shaffer, as authorized agent of FIRST BAPTIST CHURCH OF DURANGO, COLORADO.

Witness my hand and official seal.

My commission expires: 3/11/21

Lisa Williams  
Notary Public

# EXHIBIT A



LINE	BEARING	DISTANCE
L1	S 86°41'09" E	33.30'
L2	S 88°47'32" W	20.39'
L3	S 66°00'24" E	35.38'
L4	S 39°12'34" E	24.60'
L5	S 75°49'27" E	39.75'
L6	S 58°58'45" E	26.47'
L7	N 72°18'04" W	18.39'
L8	N 84°37'34" W	23.87'

LINE	BEARING	DISTANCE
L8	N 84°37'34" W	23.87'
L9	N 64°19'11" W	20.81'
L10	S 53°31'53" E	21.74'
L11	S 73°05'25" E	38.58'
L12	S 48°04'27" E	27.05'
L13	S 56°18'36" E	22.86'
L14	S 44°45'06" E	61.73'
L15	N 51°08'06" W	15.83'

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD
C1	71.97'	65.53'	52°10'04"	S 30°13'34" E	63.29'
C2	120.00'	24.21'	11°33'30"	S 50°31'51" E	24.17'
C3	95.00'	10.58'	6°23'00"	S 47°56'36" E	10.58'

**TRAIL EASEMENT DESCRIPTION**

A 10 foot wide trail easement for pedestrian, equestrian and bicycle purposes. being 5' on each side of the following described center line, located in the NW ¼ NE ¼ SECTION 16, T. 36 N. R. 9 W. N.M.P.M., Lo Plato County, Colorado and being more particularly described as follows;

Beginning at a point on the west line of said NW ¼ NE ¼ SECTION 16, from whence the the North ¼ corner of said Section 16 bears N 00°34'07" E a distance of 1007.31 feet:

Thence South 86°41'09" East a distance of 33.30 feet;

Thence North 88°47'32" East a distance of 20.39 feet;

Thence South 66°00'24" East a distance of 35.38 feet;

Thence South 39°12'34" East a distance of 24.60 feet;

Thence South 75°49'27" East a distance of 39.75 feet;

Thence South 58°58'45" East a distance of 26.47 feet;

Thence South 72°18'04" East a distance of 18.39 feet;

Thence South 84°37'34" East a distance of 23.87 feet;

Thence South 64°19'11" East a distance of 20.81 feet;

Thence South 53°31'53" East a distance of 21.74 feet;

Thence South 73°05'25" East a distance of 38.58 feet;

Thence South 48°04'27" East a distance of 27.05 feet;

Thence with a non-tangent curve turning to the left with an arc length of 65.53 feet, with a radius of 71.97feet, with a chord bearing of South 30°13'34" East, with a chord length of 63.29 feet;

Thence South 56°18'36" East a distance of 22.86 feet;

Thence with a curve turning to the right with on arc length of 24.21feet, with a radius of 120.00 feet, with a chord bearing of South 50°31'51" East, with a chord length of 24.17 feet;

Thence South 44°45'06" East a distance of 61.73 feet;

Thence with a curve turning to the left with an arc length of 11.14 feet, with a radius of 100.00 feet, with a chord bearing of South 47°56'36" East, with a chord length of 11.14 feet;

Thence South 51°08'06" East a distance of 15.83 feet;

from whence the CN ¼ Corner bears S 87°54'05" W a distance of 433.93 feet.

The sidelines to be shortened or extended to the West Line and South Line of the NW ¼ NE ¼ Section 16.

Containing 0.122 acres more or less.

**BASIS OF BEARING**

An assumed bearing of N 00°34'07" E between the CN ¼ and the N ¼ corner, of Section 16 as shown hereon.

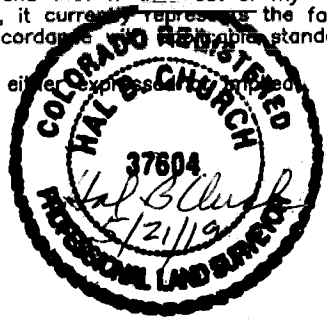
**ILLUSTRATION NOTICES**

According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

**SURVEYOR'S STATEMENT**

I hereby state this Easement Description illustration is based on a field survey made by me or under my direct supervision, and that to the best of my professional knowledge, information, and belief, it correctly represents the facts found at the time of the survey and is in accordance with applicable standards of practice.

This certificate is not a guaranty or warranty either expressed or implied.



Hal B. Church, PLS No. 37604  
 for and on behalf of Church Surveying, LLC

**CHURCH SURVEYING, LLC**  
 62 SPRUCE LANE BAYFIELD, COLORADO 81122  
 (970) 884-0787

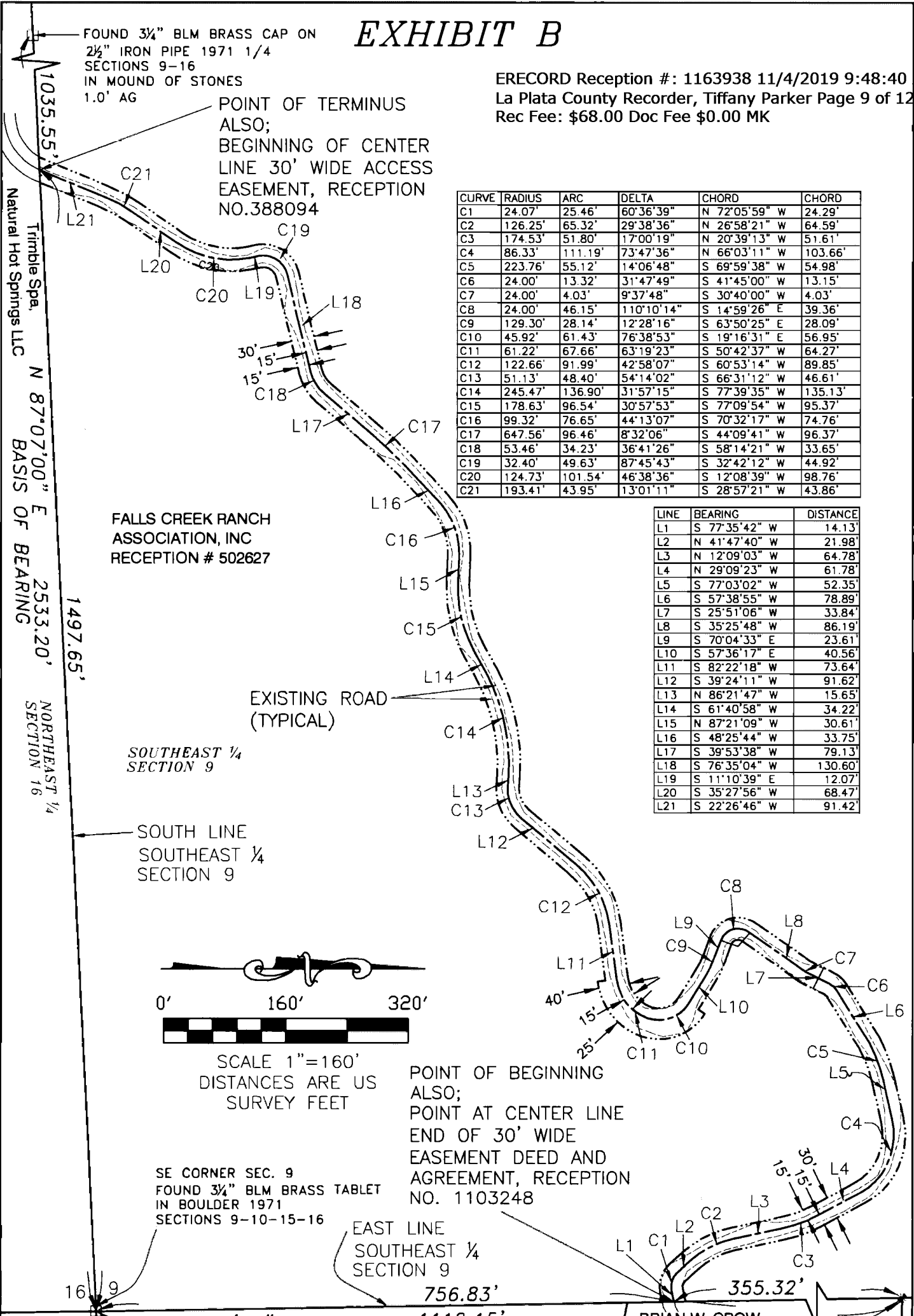
SCALE: 1" = 120'  
 DATE: 05/11/19  
 DRAWN BY: HC  
 CHECKED BY:  
 Page 1 of 1

**TRAIL EASEMENT DESCRIPTION**  
 Located in the NW ¼ NE ¼ Section 16 Township 36 North, Range 9 West, N.M.P.M. La Plata County, Colorado



# EXHIBIT B

ERECORD Reception #: 1163938 11/4/2019 9:48:40 AM  
 La Plata County Recorder, Tiffany Parker Page 9 of 12  
 Rec Fee: \$68.00 Doc Fee \$0.00 MK



CURVE	RADIUS	ARC	DELTA	CHORD	CHORD
C1	24.07'	25.46'	60°36'39"	N 72°05'59" W	24.29'
C2	126.25'	65.32'	29°38'36"	N 26°58'21" W	64.59'
C3	174.53'	51.80'	17°00'19"	N 20°39'13" W	51.61'
C4	86.33'	111.19'	73°47'36"	N 66°03'11" W	103.66'
C5	223.76'	55.12'	14°06'48"	S 69°59'38" W	54.98'
C6	24.00'	13.32'	31°47'49"	S 41°45'00" W	13.15'
C7	24.00'	4.03'	9°37'48"	S 30°40'00" W	4.03'
C8	24.00'	46.15'	110°10'14"	S 14°59'26" E	39.36'
C9	129.30'	28.14'	12°28'16"	S 63°50'25" E	28.09'
C10	45.92'	61.43'	76°38'53"	S 19°16'31" E	56.95'
C11	61.22'	67.66'	63°19'23"	S 50°42'37" W	64.27'
C12	122.66'	91.99'	42°58'07"	S 60°53'14" W	89.85'
C13	51.13'	48.40'	54°14'02"	S 66°31'12" W	46.61'
C14	245.47'	136.90'	31°57'15"	S 77°39'35" W	135.13'
C15	178.63'	96.54'	30°57'53"	S 77°09'54" W	95.37'
C16	99.32'	76.65'	44°13'07"	S 70°32'17" W	74.76'
C17	647.56'	96.46'	8°32'06"	S 44°09'41" W	96.37'
C18	53.46'	34.23'	36°41'26"	S 58°14'21" W	33.65'
C19	32.40'	49.63'	87°45'43"	S 32°42'12" W	44.92'
C20	124.73'	101.54'	46°38'36"	S 12°08'39" W	98.76'
C21	193.41'	43.95'	13°01'11"	S 28°57'21" W	43.86'

LINE	BEARING	DISTANCE
L1	S 77°35'42" W	14.13'
L2	N 41°47'40" W	21.98'
L3	N 12°09'03" W	64.78'
L4	N 29°09'23" W	61.78'
L5	S 77°03'02" W	52.35'
L6	S 57°38'55" W	78.89'
L7	S 25°51'06" W	33.84'
L8	S 35°25'48" W	86.19'
L9	S 70°04'33" E	23.61'
L10	S 57°36'17" E	40.56'
L11	S 82°22'18" W	73.64'
L12	S 39°24'11" W	91.62'
L13	N 86°21'47" W	15.65'
L14	S 61°40'58" W	34.22'
L15	N 87°21'09" W	30.61'
L16	S 48°25'44" W	33.75'
L17	S 39°53'38" W	79.13'
L18	S 76°35'04" W	130.60'
L19	S 11°10'39" E	12.07'
L20	S 35°27'56" W	68.47'
L21	S 22°26'46" W	91.42'

FOUND 3/4" BLM BRASS CAP ON  
 2 1/2" IRON PIPE 1971 1/4  
 SECTIONS 9-16  
 IN MOUND OF STONES  
 1.0' AG

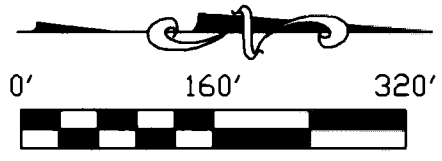
POINT OF TERMINUS  
 ALSO;  
 BEGINNING OF CENTER  
 LINE 30' WIDE ACCESS  
 EASEMENT, RECEPTION  
 NO.388094

FALLS CREEK RANCH  
 ASSOCIATION, INC  
 RECEPTION # 502627

EXISTING ROAD  
 (TYPICAL)

SOUTHEAST 1/4  
 SECTION 9

SOUTH LINE  
 SOUTHEAST 1/4  
 SECTION 9



SCALE 1"=160'  
 DISTANCES ARE US  
 SURVEY FEET

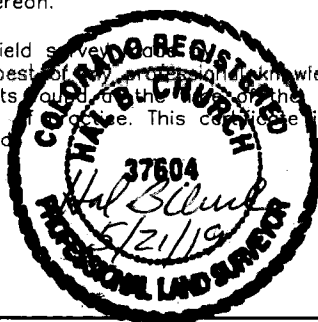
POINT OF BEGINNING  
 ALSO;  
 POINT AT CENTER LINE  
 END OF 30' WIDE  
 EASEMENT DEED AND  
 AGREEMENT, RECEPTION  
 NO. 1103248

SE CORNER SEC. 9  
 FOUND 3/4" BLM BRASS TABLET  
 IN BOULDER 1971  
 SECTIONS 9-10-15-16

EAST LINE  
 SOUTHEAST 1/4  
 SECTION 9

NOTICE:  
 According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

**SURVEYOR'S STATEMENT**  
 I hereby state this survey illustration is based on a field survey conducted by me or under my direct supervision, and that to the best of my knowledge, information, and belief, it currently represents the facts found at the time of the survey and is in accordance with applicable standards of practice. This certificate is not a guaranty or warranty either expressed or implied.



Hal B. Church, PLS No. 37604  
 for and on behalf of Church Surveying, LLC

BRIAN W. CROW  
 SW CORNER LOT 1,  
 Tierra de la Ponderosa Gigante  
 FOUND #5 REBAR 1.5" AC  
 PLS 30827

**CHURCH SURVEYING, LLC**  
 62 Spruce Lane, BAILEY, COLORADO 81122  
 (970) 884-0787

SCALE: 1" = 160'  
 DATE: 5/21/19  
 DRAWN BY: HC  
 CHECKED BY:  
 Page 1 of 2

**FALLS CREEK TO  
 FIRST BAPTIST CHURCH  
 ACCESS EASEMENT**  
 Located in the SE 1/4, Section 9  
 Township 36 North,  
 Range 9 West,  
 N.M.P.M.  
 La Plata County, Colorado

ACCESS EASEMENT DESCRIPTION:

# EXHIBIT B

An access easement for ingress and egress purposes, located in the Southeast ¼ Section 9, Township 36 North, Range 9 West, N.M.P.M., La Plata County, Colorado, being 30 to 40 feet wide and 15 to 25 feet on each side of the following described centerline;

Beginning at a point on the East Line of said Southeast ¼ of Section 9, from whence the Southeast Corner of said Section 9, bears South 00°57'38" East a distance of 756.83 feet;

Thence along said centerline said easement being 30 feet wide and being 15 feet on the right side and 15 feet on the left side the following nineteen (19) courses;

Thence South 77°35'42" West a distance of 14.13 feet;

Thence with a curve turning to the right with an arc length of 25.46 feet, with a radius of 24.07 feet, with a chord bearing of North 72°05'59" West, with a chord length of 24.29 feet;

Thence North 41°47'40" West a distance of 21.98 feet;

Thence with a curve turning to the right with an arc length of 65.32 feet, with a radius of 126.25 feet, with a chord bearing of North 26°58'21" West, with a chord length of 64.59 feet;

Thence North 12°09'03" West a distance of 64.78 feet;

Thence with a curve turning to the left with an arc length of 51.80 feet, with a radius of 174.53 feet, with a chord bearing of North 20°39'13" West, with a chord length of 51.61 feet;

Thence North 29°09'23" West a distance of 61.78 feet;

Thence with a curve turning to the left with an arc length of 111.19 feet, with a radius of 86.33 feet, with a chord bearing of North 66°03'11" West, with a chord length of 103.66 feet;

Thence South 77°03'02" West a distance of 52.35 feet;

Thence with a curve turning to the left with an arc length of 55.12 feet, with a radius of 223.76 feet, with a chord bearing of South 69°59'38" West, with a chord length of 54.98 feet;

Thence South 57°38'55" West a distance of 78.89 feet;

Thence with a curve turning to the left with an arc length of 13.32 feet, with a radius of 24.00 feet, with a chord bearing of South 41°45'00" West, with a chord length of 13.15 feet;

Thence South 25°51'06" West a distance of 33.84 feet;

Thence with a curve turning to the right with an arc length of 4.03 feet, with a radius of 24.00 feet, with a chord bearing of South 30°40'00" West, with a chord length of 4.03 feet;

Thence South 35°25'48" West a distance of 86.19 feet;

Thence with a curve turning to the left with an arc length of 46.15 feet, with a radius of 24.00 feet, with a chord bearing of South 14°59'26" East, with a chord length of 39.36 feet;

Thence South 70°04'33" East a distance of 23.61 feet;

Thence with a curve turning to the right with an arc length of 28.14 feet, with a radius of 129.30 feet, with a chord bearing of South 63°50'25" East, with a chord length of 28.09 feet;

Thence South 57°36'17" East a distance of 40.56 feet;

Thence along said centerline of said access easement being 40 feet wide and being 15 feet on the right side and 25 feet on the left side the following two (2) courses;

Thence with a curve turning to the right with an arc length of 61.43 feet, with a radius of 45.92 feet, with a chord bearing of South 19°16'31" East, with a chord length of 56.95 feet;

Thence with a compound curve turning to the right with an arc length of 67.66 feet, with a radius of 61.22 feet, with a chord bearing of South 50°42'37" West, with a chord length of 64.27 feet;

Thence along said centerline said easement being 30 feet wide and being 15 feet on the right side and 15 feet on the left side the following twenty-one (21) courses;

Thence South 82°22'18" West a distance of 73.64 feet;

Thence with a curve turning to the left with an arc length of 91.99 feet, with a radius of 122.66 feet, with a chord bearing of South 60°53'14" West, with a chord length of 89.85 feet;

Thence South 39°24'11" West a distance of 91.62 feet;

Thence with a curve turning to the right with an arc length of 48.40 feet, with a radius of 51.13 feet, with a chord bearing of South 66°31'12" West, with a chord length of 46.61 feet;

Thence North 86°21'47" West a distance of 15.65 feet;

Thence with a curve turning to the left with an arc length of 136.90 feet, with a radius of 245.47 feet, with a chord bearing of South 77°39'35" West, with a chord length of 135.13 feet;

Thence South 61°40'58" West a distance of 34.22 feet;

Thence with a curve turning to the right with an arc length of 96.54 feet, with a radius of 178.63 feet, with a chord bearing of South 77°09'54" West, with a chord length of 95.37 feet;

Thence North 87°21'09" West a distance of 30.61 feet;

Thence with a curve turning to the left with an arc length of 76.65 feet, with a radius of 99.32 feet, with a chord bearing of South 70°32'17" West, with a chord length of 74.76 feet;

Thence South 48°25'44" West a distance of 33.75 feet;

Thence with a curve turning to the left with an arc length of 96.46 feet, with a radius of 647.56 feet, with a chord bearing of South 44°09'41" West, with a chord length of 96.37 feet;

Thence South 39°53'38" West a distance of 79.13 feet;

Thence with a curve turning to the right with an arc length of 34.23 feet, with a radius of 53.46 feet, with a chord bearing of South 58°14'21" West, with a chord length of 33.65 feet;

Thence South 76°35'04" West a distance of 130.60 feet;

Thence with a curve turning to the left with an arc length of 49.63 feet, with a radius of 32.40 feet, with a chord bearing of South 32°42'12" West, with a chord length of 44.92 feet;;

Thence South 11°10'39" East a distance of 12.07 feet;

Thence with a curve turning to the right with an arc length of 101.54 feet, with a radius of 124.73 feet, with a chord bearing of South 12°08'39" West, with a chord length of 98.76 feet;

Thence South 35°27'56" West a distance of 68.47 feet;

Thence with a curve turning to the left with an arc length of 43.95 feet, with a radius of 193.41 feet, with a chord bearing of South 28°57'21" West, with a chord length of 43.86 feet;

Thence South 22°26'46" West a distance of 91.42 feet to the point of Terminus on the South Line of said Southeast ¼ of Section 9 from whence the Southeast Corner of said Section 9, bears North 87°07'00" East a distance of 1497.65 feet.

Containing 1.746 acres, more or less.

The side lines of the 30 foot wide portion of the easement to be extended or shortened at the East line of said Southeast ¼ Section 9, and the South line of said Southeast ¼ Section 9.

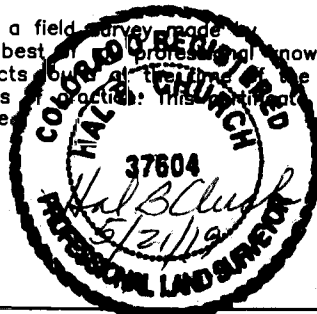
**NOTICE:**

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**SURVEYOR'S STATEMENT**

I hereby state this Easement Illustration is based on a field survey made by me or under my direct supervision, and that to the best of my professional knowledge, information, and belief, it currently represents the facts and conditions as they exist at the time of the survey and is in accordance with applicable standards and practices. This statement is not a guaranty or warranty either expressed or implied.

Hal B. Church, PLS No. 37604  
for and on behalf of Church Surveying, LLC



<b>CHURCH SURVEYING, LLC</b>	
62 Spruce Lane BAYFIELD, COLORADO 81122 (970) 884-0787	
SCALE: 1"=160'	FALLS CREEK TO FIRST BAPTIST CHURCH OF DURANGO
DATE: 5/21/19	ACCESS EASEMENT
DRAWN BY: HC	Located in the SE ¼, Section 9
CHECKED BY:	Township 36 North,
Page 2	Range 9 West,
	N.M.P.M.
of 2	La Plata County, Colorado

# EXHIBIT C

5597-163-00-064  
 FALLS CREEK RANCH  
 ASSOCIATION INC.  
 6363 FALLS CREEK  
 MAIN  
 DURANGO, CO 81301

(RECORD N 87°42' E 670')  
 N87°07'00"E 627.91'

N87°07'00"E 1905.29' 9.10  
 16.15

FOUND 3/4" BLM BRASS CAP  
 ON 2 1/2" IRON PIPE 1971  
 1/4 SECTIONS 9-16 IN  
 MOUND OF STONES 1.0' AG

WHISPERING PINES  
 RECEPTION #388094  
 18.122 acres more or less

FOUND 3/4" BLM BRASS  
 TABLET IN BOULDER NE  
 CORNER SEC. 16

## SECTION 16

LINE	BEARING	DISTANCE
L1	N 66°54'38" E	16.72'
L2	N 88°56'49" E	73.42'
L3	N 28°22'04" E	40.20'
L4	N 53°23'14" E	39.36'
L5	N 35°54'53" E	50.42'
L6	N 11°35'19" E	20.51'
L7	N 17°44'35" W	45.05'
L8	N 31°49'05" E	46.02'
L9	N 21°28'16" E	45.70'
L10	S 86°16'59" E	13.11'
L11	S 17°05'58" E	73.60'
L12	S 30°34'18" W	139.85'
L13	S 11°14'08" E	20.09'
L14	S 30°34'30" W	48.30'
L15	S 18°19'30" E	39.40'
L16	S 04°32'11" W	58.27'
L17	S 56°18'36" E	22.86'
L18	S 44°45'06" E	61.73'
L19	S 51°08'06" E	15.83'

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD
C1	49.67'	6.14'	7°04'55"	N 70°27'05" E	6.14'
C2	55.59'	21.38'	22°02'11"	N 77°55'43" E	21.25'
C3	122.96'	130.00'	60°34'44"	N 58°39'27" E	124.03'
C4	137.44'	60.01'	25°01'10"	N 40°52'39" E	59.54'
C5	168.85'	51.49'	17°28'21"	N 44°39'03" E	51.29'
C6	79.64'	10.63'	7°38'50"	N 07°45'54" E	10.62'
C7	155.62'	79.67'	29°19'54"	N 03°04'38" W	78.80'
C8	67.73'	58.59'	49°33'40"	N 07°02'15" E	56.78'
C9	145.46'	26.27'	10°20'48"	N 26°38'40" E	26.23'
C10	112.23'	141.52'	72°14'44"	N 57°35'39" E	132.33'
C11	294.00'	89.69'	17°28'42"	N 84°58'40" E	89.34'
C12	79.64'	29.24'	21°02'27"	S 06°34'44" E	29.08'
C13	46.12'	38.37'	47°40'16"	S 06°44'10" W	37.27'
C14	40.21'	29.34'	41°48'27"	S 09°40'05" W	28.69'
C15	90.27'	65.88'	41°48'39"	S 09°40'11" W	64.42'
C16	67.97'	58.01'	48°54'00"	S 06°07'30" W	56.26'
C17	75.97'	30.31'	22°51'40"	S 06°53'39" E	30.11'
C18	71.97'	76.43'	60°50'47"	S 25°53'12" E	72.89'
C19	120.00'	24.21'	11°33'30"	S 50°31'51" E	24.17'
C20	100.00'	11.14'	6°23'00"	S 47°56'36" E	11.14'

5597-161-00-031  
 TRIMBLE SPA NATURAL  
 HOT SPRINGS LLC  
 385 RED ROCK ROAD  
 DURANGO, CO. 81301

ORIGINAL CABIN SITE  
 REC.#326039  
 1.000 ACRES +/-

S85°05'00"E  
 32.83'

N85°05'00"W  
 11.32'

(RECORD S 00°58' E 1297.09')  
 S00°58'16"E 559.36'

S87°54'05"W 1903.16'

FOUND 5/8" REBAR  
 W/ 1 1/2" ALUM. CAP  
 PLS 37604(TYPICAL)

FOUND 3/4" BLM BRASS CAP  
 ON 2 1/2" IRON PIPE  
 1979 N 1/4 SEC. 15-16

SAN JUAN NATIONAL FOREST

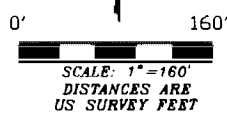
BASIS OF BEARING  
 N00°34'07"E 1284.56'

POINT OF TERMINUS  
 ACCESS EASEMENT #1  
  
 POINT OF BEGINNING  
 ACCESS EASEMENT #2  
  
 POINT OF BEGINNING  
 ACCESS EASEMENT #3

POINT OF BEGINNING  
 ACCESS EASEMENT #1

Centerline of Roadway  
 Easement based on the  
 record, described  
 per REC. #388094

FOUND 2" ALUM. CAP ON A  
 3/4" REBAR MARKED CN X6  
 SEC. 16 2004 PLS 29026  
 ALONGSIDE 5/8" ROD WITH  
 TAG LS 4679



5597-161-00-063  
 BLAIR FAMILY  
 TRUST  
 1740 STANFORD ST.  
 SANTA MONICA, CA.  
 90404

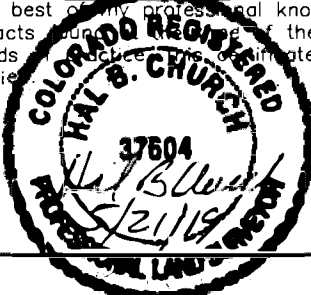
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**SURVEYOR'S STATEMENT**

I hereby state this survey illustration is based on a field survey made by me or under my direct supervision, and that to the best of my professional knowledge, information, and belief, it currently represents the facts and conditions of the survey and is in accordance with applicable standards. No guarantee or warranty is not a guaranty or warranty either expressed or implied.

Hal B. Church, PLS No. 37604  
 for and on behalf of Church Surveying, LLC



**CHURCH SURVEYING, LLC**  
 62 Spruce Lane, BAIFIELD, COLORADO 81122  
 (970) 884-0787

SCALE: 1" = 160'  
 DATE: 2/18/19  
 DRAWN BY: HC  
 CHECKED BY:  
 Page 1 of 2

**EMERGENCY INGRESS EGRESS BASEMENTS**  
 Located in the NW 1/4, Section 16  
 Township 36 North,  
 Range 9 West,  
 N.M.P.M.  
 La Plata County, Colorado

# EXHIBIT C

## EASEMENT DESCRIPTION #1

A 30 foot wide access easement for emergency ingress and egress purposes, located in the Northeast ¼ Section 16, Township 36 North, Range 9 West N.M.P.M. being 15 feet on each side of the following described easement centerline, and located by survey along the centerline of an existing road the following courses;

Beginning at a point on the west line of said Northeast ¼, Section 16 from whence the North ¼ corner of said Section 16, bears North 00°34'07" West a distance of 782.82'.

Thence with a curve turning to the left with an arc length of 6.14 feet, with a radius of 49.67 feet, with a chord bearing of North 70°27'05" East, with a chord length of 6.14 feet,;

Thence North 66°54'38" East a distance of 16.72 feet;

Thence with a curve turning to the right with an arc length of 21.38 feet, with a radius of 55.59 feet, with a chord bearing of North 77°55'43" East, with a chord length of 21.25 feet;

Thence North 88°56'49" East a distance of 73.42 feet;

Thence with a curve turning to the left with an arc length of 130.00 feet, with a radius of 122.96 feet, with a chord bearing of North 58°39'27" East, with a chord length of 124.03 feet;

Thence North 28°22'04" East a distance of 40.20 feet;

Thence with a curve turning to the right with an arc length of 60.01 feet, with a radius of 137.44 feet, with a chord bearing of North 40°52'39" East, with a chord length of 59.54 feet;

Thence North 53°23'14" East a distance of 39.36 feet;

Thence with a curve turning to the left with an arc length of 51.49 feet, with a radius of 168.85 feet, with a chord bearing of North 44°39'03" East, with a chord length of 51.29 feet;

Thence North 35°54'53" East a distance of 50.42 feet;

which is the Point of Terminus and the Point of Beginning for Easement #2 and Easement #3

## EASEMENT DESCRIPTION #2

A 30 foot wide access easement for emergency ingress and egress purposes, located in the Northeast ¼ Section 16, Township 36 North, Range 9 West N.M.P.M., being 15 feet on each side of the following described easement centerline, and located by survey along the centerline of an existing road the following courses;

Beginning at a point from whence the North ¼ corner of said Section 16, bears North 35°12'17" West a distance of 639.67'.

Thence with a curve turning to the right with an arc length of 10.63 feet, with a radius of 79.64 feet, with a chord bearing of North 07°45'54" East, with a chord length of 10.62 feet;

Thence North 11°35'19" East a distance of 20.51 feet;

Thence with a curve turning to the left with an arc length of 79.67 feet, with a radius of 155.62 feet, with a chord bearing of North 03°04'38" West, with a chord length of 78.80 feet;

Thence North 17°44'35" West a distance of 45.05 feet;

Thence with a curve turning to the right with an arc length of 58.59 feet, with a radius of 67.73 feet, with a chord bearing of North 07°02'15" East, with a chord length of 56.78 feet;

Thence North 31°49'05" East a distance of 46.02 feet;

Thence with a curve turning to the left with an arc length of 26.27 feet, with a radius of 145.46 feet, with a chord bearing of North 26°38'40" East, with a chord length of 26.23 feet;

Thence North 21°28'16" East a distance of 45.70 feet;

Thence with a curve turning to the right with an arc length of 141.52 feet, with a radius of 112.23 feet, with a chord bearing of North 57°35'39" East, with a chord length of 132.33 feet;

Thence South 86°16'59" East a distance of 13.11 feet;

Thence with a curve turning to the left with an arc length of 89.69 feet, with a radius of 294.00 feet, with a chord bearing of North 84°58'40" East, with a chord length of 89.34 feet;

to a point on the easterly line of Reception No.388094 which is the Point of Terminus,

## EASEMENT DESCRIPTION #3

A 30 foot wide access easement for emergency ingress and egress purposes, located in the Northeast ¼ Section 16, Township 36 North, Range 9 West N.M.P.M. being 15 feet on each side of the following described easement centerline, and located by survey along the centerline of an existing road the following courses;

Beginning at a point from whence the North ¼ corner of said Section 16, bears North 35°12'17" West a distance of 639.67'.

Thence with a curve turning to the left with an arc length of 29.24 feet, with a radius of 79.64 feet, with a chord bearing of South 06°34'44" East, with a chord length of 29.08 feet;

Thence South 17°05'58" East a distance of 73.60 feet;

Thence with a curve turning to the right with an arc length of 38.37 feet, with a radius of 46.12 feet, with a chord bearing of South 06°44'10" West, with a chord length of 37.27 feet;

Thence South 30°34'18" West a distance of 139.85 feet;

Thence with a curve turning to the left with an arc length of 29.34 feet, with a radius of 40.21 feet, with a chord bearing of South 09°40'05" West, with a chord length of 28.69 feet;

Thence South 11°14'08" East a distance of 20.09 feet;

Thence with a curve turning to the right with an arc length of 65.88 feet, with a radius of 90.27 feet, with a chord bearing of South 09°40'11" West, with a chord length of 64.42 feet;

Thence South 30°34'30" West a distance of 48.30 feet;

Thence with a curve turning to the left with an arc length of 58.01 feet, with a radius of 67.97 feet, with a chord bearing of South 06°07'30" West, with a chord length of 56.26 feet;

Thence South 18°19'30" East a distance of 39.40 feet;

Thence with a curve turning to the right with an arc length of 30.31 feet, with a radius of 75.97 feet, with a chord bearing of South 06°53'39" East, with a chord length of 30.11 feet;

Thence South 04°32'11" West a distance of 58.27 feet;

Thence with a curve turning to the left with an arc length of 76.43 feet, with a radius of 71.97 feet, with a chord bearing of South 25°53'12" East, with a chord length of 72.89 feet;

Thence South 56°18'36" East a distance of 22.86 feet;

Thence with a curve turning to the right with an arc length of 24.21 feet, with a radius of 120.00 feet, with a chord bearing of South 50°31'51" East, with a chord length of 24.17 feet;

Thence South 44°45'06" East a distance of 61.73 feet;

Thence with a curve turning to the left with an arc length of 11.14 feet, with a radius of 100.00 feet, with a chord bearing of South 47°56'36" East, with a chord length of 11.14 feet;

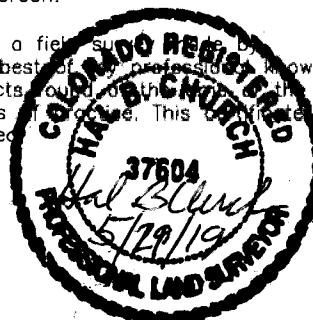
Thence South 51°08'06" East a distance of 15.83 feet to a point on the southerly line of Reception No.388094 which is the Point of Terminus.,

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### SURVEYOR'S STATEMENT

I hereby state this Easement Description is based on a field survey by me or under my direct supervision, and that to the best of my knowledge, information, and belief, it currently represents the facts found by this survey and is in accordance with applicable standards of practice. This is not a guaranty or warranty either expressed or implied.



Hal B. Church, PLS No. 37604  
for and on behalf of Church Surveying, LLC

<b>CHURCH SURVEYING, LLC</b>	
62 Spruce Lane BAFIELD, COLORADO 81122 (970) 884-0787	
SCALE: 1" = 160'	<b>EMERGENCY INGRESS EGRESS EASEMENTS</b> Located in the NE ¼, Section 16 Township 36 North, Range 9 West, N.M.P.M. La Plata County, Colorado
DATE: 5/21/19	
DRAWN BY: HC	
CHECKED BY:	
Page 2	of 2