

Recording requested by and return to:  
Land Trust of the Upper Arkansas  
PO Box 942  
Salida, CO 81201

**Landowner shall give written notice to Land Trust of any transfer or sale of any interest in the following described property at least thirty (30) days prior to the date of such transfer.**

**DEED OF CONSERVATION EASEMENT  
FOR  
THE CAMPBELL FAMILY RANCH**

**NOTICE: THIS PROPERTY HAS BEEN ACQUIRED IN PART WITH A GRANT FROM THE COLORADO DIVISION OF PARKS AND WILDLIFE AND COLORADO PARKS AND WILDLIFE COMMISSION ("CPW"). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS CONSERVATION VALUES. THE COLORADO DIVISION OF PARKS AND WILDLIFE AND COLORADO PARKS AND WILDLIFE COMMISSION HAVE FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.**

**THIS CONSERVATION EASEMENT HAS ALSO BEEN ACQUIRED IN PART WITH FUNDS FROM THE COMMODITY CREDIT CORPORATION, THROUGH THE FARM AND RANCH LANDS PROTECTION PROGRAM, WHICH IS ADMINISTERED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE ("NRCS" OR THE "UNITED STATES"). BY VIRTUE OF ITS FUNDING OF THE ACQUISITION OF THIS CONSERVATION EASEMENT, THE UNITED STATES HAS ACQUIRED AN INTEREST IN THIS CONSERVATION EASEMENT, INCLUDING A RIGHT OF ENFORCEMENT AND CERTAIN OTHER RIGHTS AND ASSURANCES, SPECIFICALLY SET FORTH HEREIN.**

THIS DEED OF CONSERVATION EASEMENT ("Easement") is effective this 3<sup>rd</sup> day of October, 2013, between **Paul M. Campbell and Jess Campbell Family Corporation**, a Colorado corporation, whose address is P.O. Box 806, Salida, CO 81201, grantor ("Landowner"), and **THE TRUST FOR PUBLIC LAND** ("Grantee"), a California nonprofit public benefit corporation having its principal office at 1410 Grant Street, Suite D-210, Denver, Colorado 80203 ("Land Trust"). The United States of America (the "United States") acting by and through the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") acting on behalf of the Commodity Credit Corporation, , as its interest appears herein, for the purpose of forever conserving the agricultural productivity of the Protected Property and its value for resource preservation and as open space and by virtue of its funding of Land Trust's acquisition of this Deed, has acquired a right of enforcement and those certain other rights and assurances specifically set forth in this Deed. Similarly, by virtue of its funding of Land Trust's acquisition of this Deed, the Colorado Division of Parks and Wildlife has acquired

a right of enforcement and those certain other rights and assurances specifically set forth in this Deed. This Deed is granted for the purpose of forever conserving the open space character, agricultural productivity, wildlife habitat, biologic resources, and scenic qualities of the subject property by limiting nonagricultural uses of the land.. Landowner and Land Trust shall be individually referred to herein as a "Party," and collectively referred to herein as the "Parties."

## RECITALS

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- A. Landowner is the fee simple owner of the property described in **Exhibit A**, consisting of 3 pages, which is attached to and made a part of this Easement, and as shown on the Survey attached hereto as **Exhibit B** such property **consisting** of approximately 660 acres of land, together with all buildings and other improvements thereon ("the Property"), Landowner is the fee simple owner of the Water Rights described in **Exhibit C**, which is attached to and made a part of this Easement;
- B. Land Trust is a Colorado State certified nonprofit conservation easement holder having been certified by the Colorado Division of Real Estate as license number CE0026, effective January 1, 2013. Land Trust has also filed DR 1299, Colorado Gross Conservation Easement Holders Submission of Information form, with the Colorado Department of Revenue and Division of Real Estate on January 2, 2013.
- C. Land Trust is a California nonprofit public benefit corporation established to protect open space, agricultural land, scenic and historic lands, forest land and natural habitats for fish, wildlife, plants or similar ecosystems and is a "Qualified Conservation Organization," as defined by Sections 501(c)(3) and 170(h) of the United States Internal Revenue Code of 1986, as amended and the applicable regulations promulgated thereunder ("Code");
- D. The Property possesses significant conservation values of importance to Landowner, Land Trust, the people of Chaffee County and Saguache County and the people of the State of Colorado (as hereinafter described, the "Conservation Values"), all of which provide a significant public benefit that would be impaired by significant alteration of the Property beyond that permitted by this Easement. The Conservation Values include:
1. **Relatively Natural Habitat** [§ 1.170A-14(d)(3)]. The Property is in the Southern Rocky Mountains and contains sagebrush shrublands, grasslands, forests, riparian shrublands, and wetlands that provide food, shelter, breeding ground, and migration corridors for numerous wildlife species. The Property provides important wildlife habitat for Gunnison sage grouse, a species of State Concern and imperiled in Colorado. Suitable habitat is found on the Property for 4 species of amphibian, 140 species of birds, 60 species of mammals and 4 species of reptiles. Black bear, mountain lion, American elk, mule deer, pronghorn, and wild turkey utilize the Property as part of their range and movement corridors. Potential habitat is found for several other Species of Concern, including the dwarf shrew, Townsend's big eared bat, and lynx. The Property is located on the east side of Poncha Pass, which divides two major drainages, the Arkansas River and the Rio Grande River, and is the headwaters of San Luis Creek. Poncha Pass connects three mountain ranges, the Sangre de Christo, Sawatch,

and Cochetopa Hills. Poncha Pass is recognized as important location for the continued movement of wildlife that utilize high elevation habitat. The Property is located within an inholding of private land that is surrounded by National Forest land to the north, east, and west, and by BLM land to the south. Conservation of the Property contributes to the ecological viability of the surrounding public lands. Approximately 94% of the plant species documented on the Property are native, including all of the tree, shrub, sedge, rush and lichen species, 93% of the forbs and 89% of the grass species. This plant species composition underscores that the Property is in good ecological condition. Native plants heavily dominate total cover of the Property.

2. **Proximity to Public Lands.** The Property lies both directly adjacent to and in close proximity to and complements public lands, which similarly preserve the existing open space and natural habitat, specifically U.S. Forest Service to the north and Bureau of Land Management to the south.
3. **Open Space** [§ 1.170A-14(d)(4)]. The Property qualifies as open space because it has been preserved for the scenic enjoyment of the general public, is supported by governmental policies, and will yield a significant public benefit that would be impaired by significant alteration of the Property..
4. **Scenic enjoyment.** The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The the Property is visible to the general public from U.S. Highway 285 and surrounding public lands, and is part of the gateway to the San Luis Valley. U.S. Highway 285 is a major transportation and tourist route linking north central Colorado to the San Luis Valley. The Property can be seen from surrounding public lands, particularly nearby peaks that are destinations for the recreating public. Conservation of the Property helps protect the scenic qualities of the Poncha Pass area.
5. **Water Rights.** The Property includes five (5) spring / well water rights for livestock and domestic use that will be permanently tied to the Property through this Deed of Conservation Easement.
6. **Significant Public Benefit.** There is a strong likelihood that development of the Property would lead to or contribute to degradation of the scenic and natural character of the area. As one of the large, private land parcels located between large areas of federal lands (U.S. Forest Service to the north and Bureau of Land Management to the south) preservation of the Property will continue to provide critical wildlife habitat and an important corridor for wildlife movement.
7. **Public Access.** Public access to the Property for hunting purposes only is to be secured through a separate Hunting Access Easement, which will be held and administered by the CPW to provide the public with an additional benefit from the protection of the Property (the "**Hunting Access Easement**"). In addition, the terms of the Hunting Access Easement shall permit hunting access for youth and disabled veterans. A copy of the Hunting Access Easement that Landowner and

CPW intend to execute immediately following the execution of this Easement is attached hereto as **Exhibit D**.

- E. The Conservation Values of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:"
1. The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, *et seq.*, the purpose of which is "to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland.
  2. The Farm and Ranch Lands Protection Program. Sections 1238H and 1238I of the Food Security Act of 1985, as amended, (16 U.S.C. Sections 3838h and 3838i) authorizes the Farm and Ranch Lands Protection Program under which the Secretary of Agriculture, acting through the Natural Resources Conservation Service, acquires conservation easements or other interests in land for the purpose of protecting prime, unique or other productive soils by limiting nonagricultural uses of the land.
  3. Colorado Revised Statutes §§ 33-1-101, *et seq.*, which provide that "it is the policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors."
  4. The Colorado Wildlife and Parks and Outdoor Recreation Statutes, Colorado Revised Statutes §§ 33-2-101 to 33-2-106, which provide that "it is the policy of this state to manage all nongame wildlife, recognizing the private property rights of individual property owners, for human enjoyment and welfare, for scientific purposes, and to insure their perpetuation as members of ecosystems; that species or subspecies of wildlife indigenous to this state which may be found to be endangered or threatened within the state should be accorded protection in order to maintain and enhance their numbers to the extent possible; that this state should assist in the protection of species or subspecies of wildlife which are deemed to be endangered or threatened elsewhere."
  5. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the State Board of the Great Outdoors Colorado Trust Fund (the "Board"), by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.

6. The Colorado Wildlife and Parks and Outdoor Recreation Statutes, Colorado Revised Statutes §§ 33-10-101 to 33-10-114, which provide that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."
7. Colorado Revised Statutes §§ 35-1-101, *et seq.*, which provides in part that "it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products."
8. Colorado Revised Statutes § 35-3-102(a), which provides in part that "the soil resources and fertility of the land, and the . . . prosperity of the farming population . . . and the waters of the rivers . . . are matters affected with a public interest."
9. Colorado Revised Statutes §35-3-102(b), which provides in part that the "welfare of this state has been impaired . . . by destruction of its soil fertility, by uneconomic use and waste of its land, by exploitation and wasteful . . . use of its soil resources."
10. Colorado Revised Statutes §§ 38-30.5-102, *et seq.*, which provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural . . . or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity."
11. Colorado Revised Statutes §§43-1-401, *et seq.*, which provides that the preservation and enhancement of the natural and scenic beauty of this state is a matter of substantial state interest.
12. The Western Governors' Association Policy Resolution 08-21, which supports "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values"; and
13. The Chaffee County Right to Farm and Ranch Policy Ordinance No. 2008-02, which states that "The Chaffee County Board of County Commissioners recognizes that agriculture contributes substantially to the health and welfare of the local tourist economy and the area's quality of life by helping to sustain the local aquifer and preserve the County's water resources and to keep ground water levels accessible, by providing desirable viewscales, and by providing wildlife habitat" and "the Board shall attempt and aspire to conserve, protect, and encourage ranching, farming, and all manner of customary agricultural activities and operations within and throughout Chaffee County."
14. The Chaffee County Board of County Commissioners have, by formal resolution designated Chaffee County as a "Heritage Area" (Resolution No. 2004-45). As such, the Chaffee County Community has acknowledged the value of certain resources that "define the county's sense of community" including agriculture and

land use patterns reflecting "traditional uses." The County has committed to protect those resources and to "Support and advocate protection of public lands and in holdings within public lands that contribute to the County's scenic character."

- 15. The Chaffee County Comprehensive Plan contains land use and open space plan key goals and objectives which provide for improvement of "land use regulations to protect air/water quality, scenic areas, historic and cultural resources and wildlife habitat," and the use of "incentives as well as regulations to help protect river corridors, wildlife habitat, agricultural lands and ranching."
- 16. The Chaffee County Comprehensive Plan, Section 4. Land Use and Development Patterns outlines a guiding objective to "maintain the existing stock of private land in the county and encourage continuation of agricultural activities."
- 17. The Chaffee County Comprehensive Plan, Section 5. Community Character/Natural and Cultural Resources outlines the following guiding objectives to: give high priority to protecting the scenic and visual quality of the valley and adopt standards for protection of view corridors from public rights-of-way and other designated viewing areas; encourage protection of rural areas throughout the county outside designated growth areas. Preserve agricultural land, open space and wildlife habitat throughout the valley through a variety of non-regulatory and regulatory techniques; and to preserve and enhance critical wildlife habitat and river and stream corridors throughout the county.
- 18. The Board of County Commissioners of Saguache County has adopted in its Land Development Code a "Right to Ranch and Farm" policy, which acknowledges "protecting the viability and recognizing the importance of farming, ranching and other agricultural activities in the county."
- 19. The Saguache County Master Plan under its Goal #2, "Protect the quality of the Saguache County's rural character, community, and many unique environmental features and natural resources through good stewardship and mitigation planning practices," outlines a number of "ideas for the future:"

G2-3: Continue to address measures to protect the Saguache County's many unique environmental features and natural resources.

G2-4: Preserve our rural lifestyle while connecting with our future by guiding the pace, and patterns of growth in Saguache County.

G2-5: Accommodate compatible growth while preserving agricultural and range land, open space and wildlife habitat and personal property rights.

- F. Landowner desires and intends that the Conservation Values be preserved and maintained forever by permitting only those uses on the Property that do not significantly impair or interfere with the Conservation Values, including without limitation, those relating to ranching and farming activities existing at the time of the grant of this Easement and future farming and ranching activities that do not materially impair the Conservation Values of the Property; and

- G. Landowner further intends, as owner of the Property, to convey to Land Trust the right to preserve and protect the Conservation Values of the Property in perpetuity.

In consideration of the above Recitals, which are incorporated as part of this Easement, and the following mutual covenants, terms, conditions and restrictions, and pursuant to §§ 38-30.5-101, *et seq.* C.R.S., Landowner voluntarily grants and conveys, in perpetuity, to Land Trust, and Land Trust voluntarily accepts a perpetual Conservation Easement in Gross, over the Property of the nature and character and to the extent set forth in this Easement. To further fulfill the purposes of this Easement, as set forth below, Landowner hereby conveys to Land Trust all development rights attributable to the Property, except those expressly reserved by Landowner. Land Trust acknowledges receipt and acceptance of this Easement encumbering the Property.

- I. **Purpose.** It is the purpose of this Easement to protect the Conservation Values by assuring that the Property will be perpetually preserved in its predominantly natural, scenic, agricultural and open space condition as identified in the Baseline Report defined in ¶ II, below. Consistent with the purpose of this Easement, Landowner and Land Trust intend to permit only uses which do not significantly impair or interfere with the Property's Conservation Values and to prevent any use that will significantly impair or interfere with protecting the Property's Conservation Values. The parties recognize that significant alteration of the Property beyond that authorized by this Easement may impair these Conservation Values.
- II. **Baseline Report.** The specific Conservation Values have been documented in a Baseline Report prepared by ERO Resources Corporation of 1842 Clarkson Street, Denver, Colorado 80218 and dated October 25, 2012 and updated August 15, 2013 (the "Baseline Report"), which, by this reference, is made a part of this Easement. A copy of the Baseline Report is on file with both Landowner and Land Trust. The Baseline Report consists of maps, a depiction of all existing man-made alterations, uses, prominent vegetation, identification of flora and fauna, land use history, distinct natural features and photographs. The parties acknowledge that this Baseline Report is an accurate representation of the Property at the time of this Easement and is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. However, the Baseline Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use. If a controversy arises with respect to the condition of the Property as of the conveyance date of the Easement, the parties may use the Baseline Report and any other relevant or material documents, surveys, reports, and other information to assist in resolving a controversy. Landowner and Land Trust have executed an acknowledgement of the Baseline Report which is attached hereto as **Exhibit E** and made a part of this Deed.
- III. **Land Management Plan.** The Property shall be operated and managed in accordance with a land management plan prepared and accepted with the mutual consent of the Land Trust, CPW and the Landowner, which plan has been dated and signed by the Land Trust, CPW and the Landowner, and is attached hereto as **Exhibit F** and by this reference made a part hereof (the "Management Plan"). The Management Plan shall be reviewed at least every five (5) years by the Landowner, the Land Trust and CPW, and up-

dated if the Parties mutually agree that an update is necessary. The Land Trust and the Landowner recognize that CPW has valuable expertise in the management of wildlife and wildlife habitat on the Property and neighboring properties and, therefore, the Management Plan shall not be updated or otherwise amended without CPW's written approval, which approval shall not be unreasonably withheld. All subsequent updates and/or amendments to the Management Plan shall be kept on file with each signatory. The Management Plan is enforceable by the Conservancy and the CPW. Any conflicts between the Management Plan and the terms of this Easement shall be resolved in favor of the Easement.

**IV. Public Hunting and Public Access.** The Hunting Access Easement granted by Landowner to DOW to be executed immediately following this Easement shall secure the public the right to access the Property for hunting activities, as limited therein, provided that such rights must be consistent with the laws of the State of Colorado and IRC Section 170(h). Except as provided by the Hunting Access Easement, public access shall be restricted as set forth in ¶ XII. B. herein.

**V. Rights of Land Trust.** To accomplish the purpose of this Easement, the following rights are conveyed to, and immediately vest in, Land Trust:

- A. *Real Property Interest.* A perpetual, real property interest in the Property.
- B. *Preservation.* The right to preserve and protect the Property's Conservation Values and to prevent or enjoin any activity on or use of the Property that is inconsistent with the specific terms of this Easement or is otherwise inconsistent with preservation of the Conservation Values.
- C. *Entering and Monitoring.* The right to enter upon the Property at least annually at reasonable times and upon prior reasonable notice to Landowner to inspect, monitor, and enforce Landowner's compliance with the terms of this Easement, except when emergency circumstances require immediate entry. Land Trust shall not unreasonably interfere with Landowner's use and quiet enjoyment of the Property. Land Trust may bring such experts or consultants it deems appropriate to assist in inspecting and monitoring the Property. Unless required by Land Trust in connection with reasonably suspected violations of the terms of this Easement, entry shall not occur more frequently than once per calendar year. Land Trust and Land Trust's representatives assume the risk of any losses, damages or expenses incurred for personal injury, death or property damage in the exercise of its rights under this Easement unless caused solely by the willful misconduct of Landowner. Prior to its annual monitoring visit, the Land Trust shall give CPW notice of the visit and CPW will be given the opportunity to accompany the Land Trust. The Land Trust shall send to CPW and the United States a copy of its written monitoring report. If the Land Trust fails to provide CPW with a copy of its monitoring report, CPW shall have the right to enter the Property to monitor the Easement and Management Plan upon 48 hours advance notice to the Landowner and the Land Trust. If, at CPW's discretion, a monitoring report is incomplete or is the basis for concern, then CPW shall so notify the Land Trust and the Land Trust shall respond in writing to CPW regarding these issues within 21 days. If CPW continues to believe the

monitoring report is incomplete or is the basis for concern, then CPW may enter upon the Property to address its concerns regarding the monitoring report.

- D. *Restoration.* The right to require restoration of any of the Property's Conservation Values that are significantly impaired or interfered with as a result of any activity on or use of the Property that is inconsistent with preserving the Conservation Values described in this Easement.
- E. *Development Rights.* The right to protect all development rights from use, except as reserved to Landowner pursuant to this Easement. The development rights may not be used on or transferred off of the Property to any other property.
- F. *Placing Signs.* With the Landowner's approval and consent, the right to place and maintain on the perimeter of the Property signs indicating that a conservation easement covering the Property is held by Land Trust.
- G. *Protection of Water Rights.* The right to protect and continue the historic use of the Water Rights on the Property. The parties agree that it is appropriate to include the Water Rights in this Easement pursuant to §38-30.5-102, C.R.S. Landowner shall provide Land Trust with copies of any reports submitted to the State or Division Engineer or local water commissioner concerning the Water Rights. If Landowner fails to maintain the historic use of the Water Rights, or the Water Rights are otherwise subject to a threat of abandonment, Land Trust shall have the right, but not the obligation, to enter upon the Property and undertake any and all actions reasonably necessary to protect the Water Rights.

**VI. Use of the Property.** It is Landowner's intent to keep the Property agriculturally productive, including the continuation of farming and ranching activities, to preserve the agricultural values, open space character, wildlife habitat, and scenic qualities of the Property. The Property may not be used for industrial activities but may be used for other activities which are not prohibited by the terms of this Easement, provided they do not significantly impair or interfere with the Conservation Values. The parties agree that the Property shall remain available for agricultural production.

**VII. Prohibited Activities.** Landowner shall not perform or knowingly allow others to perform any activities on or that affect the Property that are inconsistent with this Easement. However, unless otherwise specified, nothing in this Easement shall require Landowner to take any action to restore the condition of the Property after any fire, act of God, other natural event or acts of third parties over which Landowner had no control. Landowner understands that nothing in this Easement relieves them of any obligation or restriction on the use of the Property imposed by law. In addition, Landowner shall not:

- A. *Trash.* Dump or accumulate any kind of refuse on the Property, other than farm-related refuse produced on the Property. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with any applicable government laws and regulations.
- B. *Subdivision.* Divide or subdivide the Property into two or more parcels, whether by physical or legal process, including but not limited to, condominium interests,

time-sharing, or the partition of undivided interests or subdivide the Property by any judicial or non-judicial foreclosure. Notwithstanding the foregoing, the parties agree that part of the Property described as Parcel I, the 80 acre parcel, on **Exhibit A** shall remain a separate parcel and as such may be conveyed separately from the remainder of the Property, but in that event the 80 acre parcel shall be conveyed subject to this Easement.

- C. *Farm Reconstitution and Minor Boundary Line Adjustments.* Notwithstanding anything to the contrary contained in paragraph VIIB above, the NRCS State Conservationist and Land Trust, in their sole and separate discretion, may approve a division of a portion of the Property either solely for, (1) farm reconstitution, - such as to increase the efficiency of agricultural operations or to reconcile property boundaries with natural boundaries - which shall not increase the lot yield or development potential of the Property or any adjacent properties, provided that any portion of the Property that is divided hereunder shall, (a) meet all Farm and Ranch Lands Protection Program, or such successor NRCS conservation program having similar purposes, land eligibility requirements; (b) remain subject to the terms and restrictions of this Deed; and (c) not reduce the size of the resulting subdivided parcel(s) below the average size of farms in Chaffee County or Saguache County at the time of the request; (d) the farmstead locations within the subdivided parcel have prior NRCS approval or are forever extinguished and (e) the division is for agricultural purposes and moving land from one agricultural operation to another, as certified by the parties to NRCS; or (2) purposes of a minor boundary line adjustment to correct technical errors in the legal description or survey. Furthermore, no part of any permitted Building Envelope may be located within that portion of the Property to be conveyed by Landowner for such purposes.
- D. *Industrial and Commercial Uses.* Engage in or allow others to engage in any industrial uses on the Property. Commercial uses are allowed, subject to Review and Approval, so long as they are conducted in a manner that is consistent with § 170(h) of the Code and the Treasury Regulations adopted pursuant thereto, are consistent with the purposes of this Easement and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed: processing or sale of farm or ranch products predominantly grown or raised on the Property; home occupations conducted by and in the home of a person residing on the Property; and customary rural enterprises, including but not limited to hunting, fishing, wildlife viewing, habitat enhancement, farm machinery repair, bed and breakfasts operated within a Dwelling, livestock veterinary services, and similar enterprises conducted by Landowner or by another person residing on the Property.
- E. *Signs.* Construct, place or erect any commercial signs, advertising or billboards on the Property; provided that temporary political signs, signs advertising sale of agricultural products grown on the Property or ranch or household items for sale, signs advertising that the Property is for sale or for rent; and signs stating the name and address of the Property and signs prohibiting unauthorized entry or

use are permitted. No signs shall significantly impair or interfere with the Conservation Values of the Property.

- F. *Feed Lot.* Establish or maintain a commercial feed lot. For purposes of this Easement, "commercial feed lot" is a permanently constructed confined area or facility within which the Property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this Easement shall prevent Landowner from seasonally confining livestock into an area for feeding and from leasing pasture for the grazing of livestock owned by others.
- G. *Livestock and Grazing.* The Property shall not be overgrazed and shall be managed in accordance with good grazing and agricultural land conservation practices to prevent and control, to the extent reasonable and practicable, the degradation of the Property's Conservation Values. Grazing and agricultural practices shall generally follow those guidelines established by the Natural Resources Conservation Service or any successor agency. Any livestock other than sheep, cattle and horses, such as domestic elk, bison, or llamas, may be grazed only after Land Trust's Review and Approval. The introduction or release of nonnative species is prohibited.
- H. *Water Pollution.* Degrade or pollute any surface or subsurface water with septic waste, toxic agents, refuse dumps or any other means, above and beyond that which may occur from accepted agricultural practices, is prohibited.
- I. *Weeds.* The Parties recognize the potential negative impact of noxious weeds and invasive plant species on the Conservation Values. Noxious Weeds, as identified and regulated by state and local statutes, including the Colorado Noxious Weed Act, shall not be allowed to proliferate to the point that they threaten the Conservation Values. The Landowner has the right to utilize mechanical, biological, and lawful chemical means to manage and eradicate noxious weeds on the Property, in a manner consistent with this Easement and the Management Plan.

**VIII. Construction of Buildings and Other Improvements.** The construction of any building or other improvement, except those existing on the date of this Easement or those approved by Land Trust subsequent to the date hereof but prior to construction, is prohibited, except in accordance with the provisions below. The total area of all impervious surfaces upon the Property shall not exceed two (2) percent of the total area protected by this Deed (the "Impervious Surface Limitation"). Impervious surfaces include areas that are paved, covered by concrete, or occupied by buildings, with or without floors, including but not limited to the buildings and improvements permitted in subparagraphs (A) and (B) below. Conservation practices listed in the NRCS Field Office Technical Guide ("FOTG") are exempt from this impervious surface provision.

- A. *Single-Family Dwelling Units.* The right to construct three (3) residential structure on the Property, along with associated out buildings and agricultural structures, as explained below. Except for the three single-family residential dwelling permitted by this paragraph, no existing structure on the Property shall be used

or improved for use as a residential dwelling, and no other building shall be constructed on the Property for residential use.

- i. **Parcel I (80 Acre)--Designation of the Selected Building Envelope.** On Parcel I (80 Acre), the intent of the parties to this Easement is to allow one (1) of the two (2) possible home sites depicted on **Exhibit G, Building Envelope Site A (5.0 acres) and Building Envelope B (5.0 acres)**, to be developed pursuant to this paragraph. Prior to any such development, one (1) of the two (2) Building Envelopes that are depicted on **Exhibit G** must first be designated a "Selected Building Envelope" by the Landowner (hereinafter the "**Designation Process**"). To implement the Designation Process, Landowner shall deliver to the Land Trust, a "Notice of Selection of a Building Envelope" in the identical form attached as **Exhibit H** (hereinafter the "**Notice**"), which is attached hereto and incorporated herein by this reference, and shall thereafter record an original of said Notice with the Clerk and Recorder for Chaffee County. The Building Envelope selected by the Landowner by this process shall thereafter be considered the "Selected Building Envelope" for purposes of Parcel I, and the terms and conditions provided for hereinafter shall attach thereto. Once one (1) of the two (2) Building Envelopes that are depicted on **Exhibit G** have been selected by this process to be the "Selected Building Envelope," then any right to develop the remaining Building Envelope not selected on Parcel I shall automatically be permanently extinguished, and said remaining Building Envelope shall thereafter be subject to all of the pertinent terms and conditions of this Easement.
- ii. **Parcel II (580 Acres).** On Parcel II (580 Acres), there shall be two (2) Building Envelopes as depicted on **Exhibit G, Existing Cabin Building Envelope C (5.0 acres) and Building Envelope D (5.0 acres)**, to be developed pursuant to this Paragraph VIII.A. The Existing Cabin Building Envelope is improved with an existing single family residence, and Building Envelope D may be developed by owner in accordance with this Paragraph VIII.A.
- iii. **Development of the Building Envelopes.** Following completion of the Designation Process on Parcel I and anytime on Parcel II, the Landowner shall have the right to build, construct, install, maintain, repair, and in the event of destruction, reconstruct, on each of the three(3) Building Envelopes, one (1) single-family residential dwelling with a footprint not to exceed 3500 square feet together with associated outbuildings, agricultural structures, utilities, roads, and fences, which shall include, but not be limited to: vehicle and equipment storage buildings, small sheds built to house propane tanks, pumps, generators, or similar items; and livestock barns, corrals, and sheds. The aggregate footprint of the residence plus all associated outbuildings shall not exceed 13,500 square feet on each Building Envelope. "Footprint" means the land area of the structure, calculated on the basis of the exterior dimensions of the outermost perimeter

walls or bounds of the structure, whether at or above ground level, and includes the land occupied by any enclosed porches, steps, stairs, patios, terraces, balconies, eaves, pergolas, breezeways, carports, but shall not include driveways, roadways, parking areas, or sidewalks, whether or not constructed of concrete, pavement or other impervious material. The residences shall be subject to the following height restriction: the vertical distance from the high point of the grade at the residence perimeter to the high point of the residence must not exceed twenty-five (25) feet, and the vertical distance from the low point of the grade at the structure perimeter to the high point of the residence must not exceed thirty-five (35) feet. "Grade at the residence perimeter" means either the natural grade or the finished grade, whichever is lower in elevation. The "**associated utilities**" shall include, but not be limited to: wind and/or solar generating systems for use primarily on-site; underground electrical, telephone, gas, cable TV and other similar underground utility services to the Building Envelopes; one (1) domestic waste water disposal system; and one (1) ground water well. The "**associated roads**" shall include building any roads and parking areas within the Building Envelopes as may be necessary in Landowner's discretion.

- iv. **Notice of Construction Activity.** Landowner must notify Land Trust no later than sixty (60) days prior to commencement of the construction of any new building on the Building Envelopes, or the reconstruction of an existing building. The notice shall describe the nature, scope, design, location, timetable and any other material aspects of the proposed activity in sufficient detail to permit Land Trust to make an informed judgment as to its consistency with the terms of this Easement.
- B. *Other Buildings within Building Envelopes.* Landowner may construct other buildings within the Building Envelopes, provided that the total cumulative footprint for all such other buildings shall not exceed 13,500 square feet.
- C. *Agricultural Improvements.* Landowner may construct temporary, agricultural improvements, such as livestock shelters, corrals, sheds, water lines, water tanks anywhere on the Property without Review and Approval.
- D. *Alternative Energy.* Renewable energy sources must be built and maintained in accordance with any local zoning ordinance and applicable State and Federal law and be built and maintained within impervious surface limits and with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the Conservation Easement. In addition to the permitted wind and solar generation facilities associated with minor agricultural structures and improvements as set forth in Paragraph VIII.C above, wind and solar generation facilities that are primarily for the generation of energy for use in conjunction with those activities permitted by this Deed, may be constructed within a Building Envelope without Land Trust consent. Wind and solar generation facilities may only be constructed outside of the Building Envelope with prior written approval of Land Trust. The factors which Land Trust may consider in determining whether to grant such approval shall include, but not be

limited to, (i) whether the installation and siting of such facilities would substantially diminish or impair the Conservation Values, (ii) the physical impact of the proposed facility on the Conservation Values, and (iii) the feasibility of less impactful alternatives, and (iv) such other factors as Land Trust may determine are relevant to the decision. Wind and solar generation facilities built outside the building envelope must serve permitted buildings and structures or generate energy for the agricultural and residential needs of the Protected Property, and the location of these facilities must be approved by the NRCS State Conservationist. Approval by the State Conservationist is conditioned upon locating the wind and solar facilities to the greatest extent possible: (i) off of prime farmland; (ii) near existing roadways; and (iii) near existing buildings, structures and approved building envelopes. The construction of wind and solar generation facilities that are not primarily for use in conjunction with those activities permitted by this Easement are prohibited anywhere on the Property. Any energy generated on the Property in accordance with this paragraph that is in excess of Landowner's consumption may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by Colorado law. Nothing in this provision shall be construed as permitting the construction or establishment of a wind farm or commercial solar energy production facility. In the event of technological changes or legal changes that make "expanded" wind and solar energy facilities more clearly compatible with the purposes of this Easement, IRC section 170(h), or any applicable successor law, Land Trust, in its sole discretion, may approve "expanded" wind and solar energy facilities that would not substantially diminish or impair the Conservation Values of the Property. Prior to approving any expanded wind and solar facilities, Land Trust must submit an Alternative Energy Development Plan to the CPW and the United States for their review. If the CPW and the United States, in their reasonable discretion, deems that the facilities proposed in the Alternative Energy Development Plan are inconsistent with the CPW's and/or United States' grant or the purposes of this Easement or that the Alternative Energy Development Plan does not contain sufficient information, Land Trust shall not permit any expanded wind and solar facilities on the Property. For purposes of this subparagraph, the term "expanded" shall mean the development of wind and solar generation facilities to an extent that is greater than the level permitted by the foregoing provisions of this subparagraph. The construction of hydroelectric power generation facilities in accordance with this paragraph is permitted only with Land Trust's prior written approval, which may be granted or withheld in Land Trust's sole discretion. Without limiting Land Trust's right to withhold such approval in its sole discretion, factors which Land Trust may consider shall include but not be limited to whether the facilities and any ancillary improvements are limited in size, the proposed location of the improvements, whether such improvements are sized primarily for the generation of energy for use in conjunction with those activities permitted by this Easement, and that the improvements do not substantially impair the Conservation Values.

- E. *Fences.* Landowner may maintain and replace existing fences. Landowner may construct new fences to manage livestock and wildlife and to separate uses, provided that all new fences (other than fences necessary to protect crops) shall

be wildlife friendly following guidelines established by the Colorado Division of Parks and Wildlife. Any other fences may be constructed only after Review and Approval.

- F. *Recreational Structures and Improvements.* Recreational activities that require infrastructure (impervious surfaces) are prohibited. Golf courses, airstrips and helicopter pads are strictly prohibited on the Property. Undeveloped recreational and educational activities are permitted as long as such activities are consistent with the purposes of this Conservation Easement and do not adversely impact the soils or agricultural operations on the Property. Subject to the limitations in this paragraph, Landowner may construct minor recreational structures and improvements anywhere on the Property after Review and Approval.
- G. *Roads.* Except as provided in this Paragraph VIII.G., no portion of the Property outside of any permitted Building Envelopes shall be paved or otherwise be covered with concrete, asphalt, or any other paving material. Notwithstanding the foregoing, Landowner may line ditches and ponds, and build stream crossings, provided that Landowner provides prior written notice of planned activities for Land Trust's written approval, which shall not be unreasonably withheld. The Parties acknowledge the existence of roads on the Property, which are depicted on **Exhibit G** and described in the Baseline Report (herein "the Roads"). The Roads shall continue to be used, repaired and maintained by Landowner and third parties, and their successors in title for use in connection with the Property and to access and for the benefit of adjoining properties. Landowner also reserves the right to use and to grant or dedicate nonexclusive easements for use of the Roads subject to the terms and restrictions of this Deed. Landowner may improve and maintain the Roads to the minimum standards required by Chaffee and Saguache County in order to access the Property and adjoining properties owned by Landowner. The Parties further acknowledge the right to construct a road and other rights described in the Easement Agreement granting a sixty (60) foot right-of-way granted by Paul M. Campbell to the Jess Campbell Family Corporation on March 17, 2009 and recorded in the records of the Chaffee County Clerk and Recorder's Office on March 17, 2009, at Reception No. 379849 and recorded in the records of the Saguache County Clerk and Recorder's Office on March 20, 2009, at Reception No. 363900, as amended by that certain Amendment to Easement Agreement recorded in the records of the Chaffee County Clerk and Recorder's Office on February 12, 2013, at Reception No. 405100 and recorded in the records of the Saguache County Clerk and Recorder's Office on February 20, 2013, at Reception No. 373514. Further, Land Trust shall grant approval for a new driveways or access roads for access to the Building Envelopes over routes and with specifications to be agreed by Land Trust and Landowner. Notwithstanding, the driveways and access roads may be improved to Chaffee and Saguache County standards in order to accommodate the residential uses and agricultural operations of the Property and other uses permitted by this Easement. No additional roads shall be constructed for access within the Property, for access to other adjacent properties, or for other purposes except, after reasonable notice to Land Trust, for any unpaved road necessary to provide access to any buildings

which are currently located on or may be permitted to hereafter be constructed on the Property or for any road reasonably required for agricultural operations, and except for any road that may be developed or improved pursuant to the accepted title documents described in Paragraph XX herein. Any such road permitted by this paragraph shall be constructed in a manner that does not substantially diminish or impair the Conservation Values of the Property

- H. *Utilities.* The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited. Notwithstanding this prohibition, Landowner may construct underground utilities for serving those uses permitted on the Property. To the extent practicable, such utilities shall be installed within or adjacent to roadways permitted by this Easement.
- I. *Outdoor Lighting.* New outdoor lighting is permitted only if such lighting is fully shielded so that all light rays emitted are projected below, and not above, the horizontal plane of the fixture.
- J. *Towers.* Towers may be constructed only after Review and Approval and shall not exceed 30 feet in height.
- K. *Surface Alterations.* Except as otherwise expressly set forth in this Deed of Conservation Easement, no surface alterations of the Property that have more than a *de minimus* impact on the agricultural productivity and conservation values of the Property shall be permitted.

**IX. Water Rights.** Water Rights included in this Easement shall be used for agriculture, wildlife habitat, horticulture, forest or other uses consistent with the protection of the Conservation Values. The Water Rights are hereby restricted to support, enhance and further the Conservation Values. Rights reserved by Landowner include, but are not limited to, the continuation of the historic use of the Water Rights on the Property. Landowner also shall have the right to:

- A. change or add points of diversion;
- B. relocate, repair, maintain, re-design, enlarge, and if destroyed, reconstruct any existing structures related to the Water Rights, such as ditches, wells, headgates, flumes, and reservoirs, including the pipeline from Spring No.2 to Parcel I (80 Acre), as described in the Baseline Report;
- C. install new water measurement and control structures to assist in the administration and efficient use of the Water Rights;
- D. access such structures and ponds by means and routes as are reasonably necessary, including a right of access by motorized equipment;
- E. adjudicate absolute water rights for existing water uses, absolute and/or conditional water rights for new water uses permitted by this Easement, and

changes of water rights, exchanges, and plans for augmentation consistent with the terms of this Easement;

- F. change the place, type, manner, time of use and point of diversion or place of storage of any of the Water Rights anywhere on the Property;
- G. employ any present or future technology or methods of irrigation that may enhance the use of the Water Rights unless they would significantly impair or interfere with the Conservation Values.
- H. line ditches and ponds and build stream crossings after Review and Approval, which shall not be unreasonably withheld.
- I. make any other change in the use of the water on the Property after Review and Approval.

Water Rights may be changed otherwise only after Review and Approval.

- X. **Conservation Practices.** Landowner recognizes the importance of good resource management and stewardship to maintain the Conservation Values for present and future generations. To this end, all agricultural uses shall be conducted using generally accepted stewardship and management practices for the agricultural industry. Landowner further recognizes that riparian systems are important to the agricultural viability and ecological health of the Property and the watershed in which the Property is located and Landowner shall manage such uses accordingly.

The following language applies to property with cropland that is designated as 'Highly Erodible Land' ('HEL'). By definition, HEL is limited to fields devoted to cultivated crops and composed of soils that NRCS has determined to be inherently vulnerable to excessive erosion by wind or water. The Property has no such land, so the provision does not currently apply to the Property and no Conservation Plan is required. The language is included, however, to address unforeseeable changes in land use or changes NRCS may make as a result of an act of Congress.

As required by section 1238I of the Food Security Act of 1985, as amended, Landowner, their heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Conservation Easement Deed. However, the Landowner may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with reasonable advance notice to the Landowner, in order to monitor compliance with the conservation plan. At Land Trust's request, Land Trust, or its successor in interest may accompany NRCS.

In the event of noncompliance with the conservation plan, NRCS shall work with the Landowner to explore methods of compliance and give the Landowner a reasonable

amount of time, not to exceed twelve months, to take corrective action. If the Landowner does not comply with the conservation plan, NRCS will inform Land Trust of the Landowner's noncompliance. The Land Trust shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Landowner to correct such noncompliance, and (c) Landowner has exhausted Landowner Grantor's appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Conservation Easement Deed based on an Act of Congress, Landowner Grantor and NRCS will work cooperatively to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Landowner Grantor may be or become subject.

- XI. Timber Harvesting.** Landowner reserves the right to domestic use of forest products. Landowner may harvest to control insects and disease, to control invasive species, to clear for fire control, to protect agricultural land from overgrowth of shrubs and trees, to prevent personal injury and property damage and for other forest management purposes so long as it does not significantly impair or interfere with the Conservation Values of the Property. Landowner may harvest timber commercially pursuant to a written forest management plan prepared by Landowner's professional forestry consultant and after Review and Approval by Land Trust and CPW. Landowner reserves the right to plant trees for the production of forest products, for windbreaks, and for landscaping purposes. Landowner may conduct agroforestry as a commercial agricultural activity pursuant to a written forest management plan prepared by Landowner's professional forestry consultant and after Review and Approval by Land Trust and CPW. Land Trust may require an annual review and appropriate revisions of the plan.
- XII. Mineral Extraction.** Impervious surfaces as defined in paragraph VIII of this Deed will include any impervious surfaces or soil disturbance, including without limitation soil compaction, associated with uses permitted by this paragraph XII, and such areas will be counted against the two (2) percent limit set forth in paragraph VIII of this Deed. Commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance controlled by Landowner as of the date of this Easement or later acquired by Landowner, using any surface mining method, is prohibited. In accordance with Section 1.1740A-14(g)(4) of the Treasury Regulations, oil and gas extraction is permitted if approved by Land Trust in accordance with subparagraph B below, and if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the real property that is not irretrievably destructive of the Conservation Values of the Property, and provided further that the proposed oil and gas extraction will not substantially diminish or impair the Conservation Values of the Property and will be pursuant to "a lease or other conveyance approved by Land Trust pursuant to subparagraph B below or subject to an Extraction Plan de-

scribed in subparagraph C below. Any lease or other conveyance by Landowner to a third party of mineral rights subsequent to the date of recording of this Deed will be subordinate and subject to the terms and restrictions of this Deed and will so state, will contain terms consistent with the provisions of this Deed, and a copy of the same will be provided to Land Trust for Land Trust's review and approval for consistency with the Conservation Values.

- A. *Surface Use Agreements.* Landowner intends that Land Trust, in addition to its interest as holder of this Deed will have the rights of a surface owner of the Property ("Surface Owner") to receive notices of proposed mineral activities and to protect the Conservation Values and purposes of this Deed and to enforce the terms of this Deed.
- B. *Prior Written Approval.* Accordingly, Landowner agrees that Land Trust must approve in advance in writing any lease or agreement pertaining to use of the surface of the Property for mining, including any agreement permitted or required of a Surface Owner under C.R.S. § 34-60-101, et seq., as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Landowner and owners or lessees of minerals (including geothermal, oil and gas), which approval Land Trust may withhold in its discretion if it determines that the proposed surface use is inconsistent with the preservation of the Conservation Values of the Property, is inconsistent with the terms of this paragraph, or is not permitted under the terms of the mineral reservation or the severance or the mineral lease.
- C. *Extraction Plan.* No extraction permitted pursuant to this paragraph shall occur without submittal of an Extraction Plan (the "Extraction Plan") for the same to Land Trust, CPW and NRCS for Land Trust's, CPW's and NRCS' State Conservationist approval. The Extraction Plan will include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof and will provide that the extraction permitted is not irretrievably destructive of the Conservation Values nor does it substantially diminish or impair the Conservation Values of the Property. In addition to such other measures as Land Trust may reasonably require to protect the Conservation Values of the Property, the Extraction Plan must provide for:
1. Concealing all facilities or otherwise locating them to be compatible with existing topography and landscape to the greatest practicable extent,
  2. Minimizing construction of any new roadways and locating and constructing such roadways so as to minimize adverse effects of roadways on the Conservation Values of the Property and to ensure that the roadways will not be irretrievably destructive of the Conservation Values, including without limitation agricultural lands;
  3. Minimizing the creation of impervious surfaces that are associated with uses permitted by this paragraph XII to prevent their adverse impact on present or future agricultural use of the Property. Adverse impacts

include, without limitation, the creation of impervious surfaces to the extent that the remaining impervious surface permitted by the two (2) percent limit set forth in paragraph VIII of this Deed limits the agricultural use of the Property; and

4. Restoring any altered physical features of the land, including drill sites and roadways, to their original state and reclaiming the restored topography with appropriate vegetation.

D. *Landowner Extractions.* Notwithstanding anything to the contrary in this ¶ XII, soil, sand, gravel or rock may be extracted without further permission from Land Trust so long as such extraction is solely for use on the Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the purpose of this Easement, does not substantially diminish or impair the Conservation Values and has a limited and localized impact on the Property. Any such extraction shall be limited to not more than one (1) area of less than one-half (1/2) acre in size at any given time. Any area which is disturbed by extraction must be revegetated and restored to the natural condition of the Property after completion of the extraction prior to the commencement of extraction at an additional site. This provision shall be interpreted in a manner consistent with § 170(h) of the Code and the Treasury Regulations adopted pursuant thereto.

**XIII. Commercial Recreational Uses.** To the extent required to qualify for exemption from federal estate tax under §2031(c) of the Code, and only to the extent such activity is not otherwise prohibited or limited under this Easement, commercial recreational uses are not permitted within the Property.

**XIV. Motorized Vehicles.** Grantor may not use motor vehicles on the Property or grant permission for such use except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement and public safety, or other permitted use of the Property. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values. There shall be no off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles. Nothing in this Easement is intended to prohibit the use of motorized vehicles for any agricultural or other use that is permitted under this Easement, except that the regular use of motorized vehicles for any non-agricultural or other uses permitted hereunder shall be confined to permitted roads.

**XV. Review and Approval by Land Trust.** If any use or activity proposed for the Property by Landowner is different from the uses or activities on the Property existing on the date of this Easement, or if any use or activity proposed for the Property by Landowner requires Land Trust's Review and Approval, Landowner shall provide written notice to Land Trust, describing the nature, scope, design, location, timetable and any other relevant aspects of the proposed use or activity in sufficient detail to permit Land Trust to make an informed judgment as to its consistency with the Conservation Values and terms of this Easement. Such written notice shall be provided to Land Trust no less than sixty (60) days prior to Landowner's commencing such proposed use or activity. If Land

Trust determines in its sole discretion that Landowner's proposed use or activity may significantly impair or interfere with the Conservation Values, Land Trust shall deliver its written objection and explanation of Land Trust's objection ("Written Objection") to Landowner within thirty (30) days of receipt of Landowner's notice, unless the time is reasonably extended in Land Trust's discretion because of snow or other weather conditions. Land Trust's failure to provide a Written Objection to Landowner within such thirty (30) day period, or as may be extended by Land Trust, shall be deemed Land Trust's approval of Landowner's proposed use or activity. If Land Trust delivers to Landowner a Written Objection, Landowner shall not proceed with the proposed use or activity. If in Land Trust's judgment it is possible that the proposed use or activity can be modified to be consistent with this Easement, Land Trust's Written Objection shall inform Landowner of such modification(s). If modification is made to the satisfaction of the Land Trust or the Land Trust otherwise concurs with the matters set forth in Landowner's notice, the proposed use or activity may thereafter be conducted.

#### **XVI. Rights Retained by Landowner.**

- A. *General.* Landowner retains the right to perform any act not specifically prohibited or limited by this Easement.
- B. *Access Rights.* Landowner retains the right to exclude the general public from access to the Property. Nothing in this Easement shall be construed as affording the public access to any portion of the Property, except as is set forth in the Hunting Access Easement between Landowner and CPW, which shall be recorded immediately following the recording of this Easement. Landowner may permit, at their discretion, public access to the Property on such terms and conditions as he or she deems appropriate, provided, however, that such access is consistent with the terms of this Easement.
- C. *Responsibilities of Landowner and Land Trust Not Affected.* Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Land Trust, or in any way to affect any existing obligation of Landowner as owner of the Property, including:
  1. Taxes. Landowner is solely responsible for payment of all taxes and assessments levied against the Property. Land Trust is authorized but in no event obligated to make or advance any payment of taxes not paid by Landowner in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate. Landowner shall reimburse Land Trust for any such payment made or advanced by Land Trust, together with interest at 2 points over the Colorado legal rate of interest at such time until Landowner has fully reimbursed Land Trust for such payments and paid all accrued interest thereon.
  2. Upkeep and Maintenance. Landowner shall be solely responsible for the upkeep and maintenance of the Property, and Land Trust shall have no obligation for the upkeep or maintenance of the Property.

D. *Subsequent Liens.* No provisions of this Easement should be construed as impairing the ability of Landowner to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing is subordinated to this Easement.

**XVII. Insurance.** Provided Landowner has general liability insurance on the Property, Land Trust shall be named an additional insured party on any such policy, and Landowner shall deliver evidence of such insurance upon request of Land Trust.

**XVIII. Land Trust, United States and CPW Rights and Remedies.**

A. *General Remedies.* If Land Trust believes that a violation of the terms of this Easement has occurred, it may at its discretion take appropriate legal action, including filing claims for damages for the loss of Conservation Values. Land Trust shall not, however, claim a violation of any term of this Easement, unless Land Trust makes such a claim within two (2) years of the date of discovery of the claimed violation. Except when Land Trust determines in its sole discretion that an ongoing or imminent violation could irreversibly and significantly impair or interfere with the Conservation Values, in which case the Land Trust unilaterally may take immediate legal action, Land Trust shall give Landowner, CPW and the United States written notice of the alleged violation before filing any legal action. Upon receipt of the written notice, Landowner shall immediately cease the action or use that gave rise to the alleged violation and: (1) restore or remediate the Property to its condition prior to the alleged violation; (2) provide a written plan for restoration and remediation of the Property that is acceptable to Land Trust; or (3) provide written explanation why activity or use is permitted and is not a violation of the Easement. If Land Trust determines that a violation may exist or has occurred, Land Trust may seek an injunction to temporarily or permanently stop such violating use or activity. Land Trust may also institute an action requiring Landowner to restore or pay for the restoration of the Property to its condition prior to the violation. Land Trust may pursue any equitable remedy without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Land Trust's remedies described in this Easement are cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Except as otherwise set forth in this Easement, failure of Land Trust to discover a violation or to take immediate action shall not bar it from doing so at a later time. In the event the United States acts to prevent and correct or require correction of violations of the terms of this Deed under Paragraph XVIII.H (United States Right of Enforcement), the United States shall have all legal and equitable rights and responsibilities granted to Land Trust under this paragraph.

B. *Informal Resolution of Differences.* Upon Land Trust giving written notice of violation, the parties shall meet as soon as possible to resolve their differences. If a resolution of the differences cannot be achieved at the meeting, both parties shall meet with a mutually acceptable mediator to attempt to resolve the dispute, but only if Land Trust in its sole discretion has determined that Landowner has ceased, and agrees to postpone during such mediation, any further activity that

constitutes the alleged violation. The mediation shall take place in Chaffee County, unless otherwise agreed in writing between Land Trust and Landowner.

- C. *Waiver of Certain Defenses.* Landowner hereby waives any defense of laches, waiver, estoppel, prescription or any defense available to Landowner pursuant to C.R.S. §38-41-119.
- D. *Acts Beyond Landowner's Control.* Land Trust may not bring an action against Landowner for violations of this Easement resulting from causes beyond Landowner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. However, Land Trust may bring an action for damages or injunctive relief against any other person or entity for actions that impair or interfere with the Property's Conservation Values. In the event of an action against another person or entity, Landowner, at its option, shall join in the action or assign its rights of action to Land Trust.
- E. *Performance to Continue.* Each Party is required to continue to perform its obligations under this Easement pending final resolution of any dispute arising out of or relating to this Easement.
- F. *CPW Right of Enforcement.* In addition to the above-described right of enforcement of the Land Trust, CPW shall also have the right to prevent and correct violations of the terms of this Easement, which specifically includes the Management Plan and any amendments thereto, and shall exercise its right of enforcement in accordance with the process set forth in this paragraph. In those cases where CPW finds what it reasonably believes is a violation that warrants enforcement, CPW shall notify the Land Trust in writing of the nature of the alleged violation and provide a copy of such notice to Landowner. Within 21 calendar days of receipt of this written notice, Land Trust shall advise CPW in writing whether or not it intends to undertake enforcement against the Landowner concerning the alleged violation. If the Land Trust fails to respond in writing within 21 days, or if the Land Trust advises CPW in writing that the Land Trust does not intend to undertake enforcement, then CPW may directly notify Landowner in writing of the nature of the alleged violation. Upon receipt of such a written notice of violation from CPW, Landowner shall promptly cease the alleged violation if it is capable of being promptly ceased or promptly commence cessation of the violation and continue such cessation and either (a) if necessary, restore or remediate the Property to its condition prior to the alleged violation, or (b) within 15 calendar days provide a written plan for restoration and remediation of the Property reasonably acceptable to CPW. If Landowner fails to promptly cease or to promptly commence cessation of the violation or fails to continue cessation of the alleged violation or provide a written plan for restoration and remediation of the Property acceptable to CPW, then CPW may take appropriate legal action, including seeking injunctive relief, to stop the alleged violation. Additionally, CPW may at any time take immediate legal action if necessary to address any emergency situation. CPW shall use reasonable efforts to provide Landowner and the

Land Trust with advance or contemporaneous notice of any legal action CPW commences.

- G. *Costs and Attorneys Fees and Restoration.* In any case where a court finds that a violation has occurred, the Landowner shall reimburse the Land Trust for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees and any costs of restoration necessitated by Landowner's violation of the terms of this Easement. If a court finds that any enforcement action by Land Trust lacked substantial justification, or was groundless, frivolous, or brought in bad faith, Land Trust shall reimburse Landowner for all its reasonable expenses incurred in defending against said action, including but not limited to reasonable attorney's fees. This provision shall not apply to CPW in either respect. Land Trust shall not be liable for Landowner's expenses and attorneys' fees incurred in defending its actions in any action to enforce the terms of this Easement, if brought by CPW or the United States without participation by Land Trust.
- H. *United States Right of Enforcement.* Under this Deed, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the "Secretary") or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if Land Trust fails to enforce any of the terms of this Deed, as determined in the sole discretion of the Secretary.

- XIX. Termination and Proceeds.** This Easement constitutes a property interest vested in Land Trust and the United States, and may be extinguished only with the approval of the Land Trust and the United States. If future circumstances make it impossible for Landowner and Land Trust to accomplish the purposes of the Easement, this Easement can only be terminated in judicial proceedings by a court of competent jurisdiction. Should this Easement be terminated or should any interest in the Property be taken by exercise of power of eminent domain or acquired by purchase in lieu of condemnation subject to prior written consent of Land Trust and the United States, Land Trust is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the Property formerly subject to this Easement as required under Treasury Regulation 1.170A-14(g)(6)(ii). Land Trust's share shall be determined by multiplying (A) the fair market value of the Property determined as of the date of this Easement unencumbered by the Easement (minus any increase in value after the date of this Easement attributable to improvements not paid for by Land Trust) by (B) X/Y, which is the ratio of the value of Easement upon the date of the Easement, without deduction for the value of the Easement at the date of the Easement. The values at the time of this Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Easement, pursuant to §170(h) if the Code. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. The parties agree to amend such values and ratio to the extent necessary to reflect the final determination of the same by the Internal Revenue Service or court of competent jurisdiction. CPW shall be entitled to receive 32% of the Land Trust's proceeds from condemnation or termination of the Easement.

The United States shall also be entitled to receive 39% of the Land Trust's proceeds from condemnation or termination of the Easement.

- A. *Condemnation.* If all or any part of the Property is taken under the power of eminent domain, or is otherwise acquired through a purchase in lieu of a taking, Landowner and Land Trust shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Easement in connection with such taking shall be paid out of the recovered proceeds. Landowner and Land Trust shall each be entitled to compensation from the balance of the recovered proceeds in accordance with their respective percentage interests as determined pursuant to subparagraph XIX, above. In no event, however, shall Land Trust receive any amount for anything other than the Property subject to this Easement. The respective rights of the parties set forth in this Easement shall be in addition to, and not in limitation of, any rights they may have at common law.
- B. *Change of Conditions.* A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement or a change in any current or future use of neighboring properties shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating this Easement.

XX. **Landowner's Warranty of Title.** Landowner warrants that Landowner has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Landowner, with the exception of easements, covenants, restrictions, reservations, mineral rights, leases and rights-of-way of record, and taxes and assessments for 2013 and subsequent years, and specifically subject to those exceptions specifically described on **Exhibit I** attached to and made a part of this Easement. Landowner makes no warranty of title with respect to the Water Rights.

XXI. **General Indemnity.** Landowner acknowledges that Land Trust has no responsibility or right to control, maintain, operate or keep up the Property. Landowner shall indemnify, hold harmless and defend Land Trust and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (A) injury to or death of any person or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence or willful misconduct of any of the Indemnified Parties, (B) the obligations specified in ¶ V.C, above, subject to the limitations set forth in ¶ V.C, above, (C) any claim against Landowner's title or any defect in Landowner's title that threatens Land Trust's interest in the Property, and (D) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this Easement, hazardous or toxic substances shall mean any hazardous or

toxic substance which is regulated under any federal, state or local law. In addition, Landowner shall indemnify and hold harmless the United States, and their respective employees, agents, and assigns, for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Property, which may arise from, but are not limited to, Landowner's negligent acts or omissions, or Landowner's breach of any representation, warranty, covenant, or agreements contained within this Deed, or Landowner's violations of any Federal, State, or local laws, including all Environmental Laws, and including, but not limited to, the release, use or deposit of any hazardous or toxic substance on, under, or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state, or local law or regulation. The United States shall not be held accountable for any acts committed by Land Trust or Landowner in violation of the terms of this Deed or applicable state, local and federal laws.

**XXII. Landowner's Environmental Warranty and Indemnity.** "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, as such substances and wastes are defined by applicable federal and state law.

Landowner warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws, subject, however, to those matters identified in that certain report titled Campbell Family Ranch Property in Chaffee and Saguache County, Colorado, prepared by ERO Resources, Inc., and dated October 22, 2012. Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Except for fertilizers, pesticides and similar products used for agricultural activities, which Landowner submits were applied in conformity with applicable laws and regulations, and except for those matters identified in the Environmental Assessment, Landowner warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, at, beneath or from the Property. Landowner hereby promises to de-

fend, hold harmless and indemnify the United States and Land Trust against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws, by Landowner or any other prior owner of the Property. Landowner's indemnification obligation shall not be affected by any authorizations provided by Land Trust to Landowner with respect to the Property or any restoration activities carried out by Land Trust at the Property; provided, however, that Land Trust shall be responsible for any Hazardous Materials contributed after this date to the Property by Land Trust. Notwithstanding the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Land Trust, nor shall Land Trust have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended..

**XXIII.**

**Transfer of Easement.** Landowner and Land Trust hereby agree that, upon execution and recording of this Easement, Land Trust shall transfer this Easement to Land Trust of the Upper Arkansas ("LTUA" and "Assignee"), a Colorado nonprofit corporation that is also a Qualified Organization under Section 170(h) of the United States Internal Revenue Code and under Colorado Revised Statutes Section 38-30.5.101, *et seq.* Assignee acknowledges that it filed a DR 1299 (Colorado Gross Conservation Easement Holders Submission of Information) with the Colorado Department of Revenue on January 7, 2013. Assignee further acknowledges that it is a state-certified nonprofit conservation easement holder, having been certified by the Colorado Division of Real Estate as license number CE0011. The United States and CPW hereby consent to the transfer of this Easement to Assignee. In a separate agreement with Land Trust, Assignee has agreed to accept this Easement and all of the rights and responsibilities of Land Trust contained herein. Thereafter, Land Trust shall have the right to transfer this Easement to any private nonprofit organization that at the time of transfer is a Qualified Conservation Organization, provided that the organization expressly agrees to assume the responsibility imposed on Land Trust by this Easement and agrees that the conservation purposes that this Easement is to advance will be carried out, however, only with the prior written consent of Landowner (which consent shall not be unreasonably withheld), CPW and the United States in its sole discretion, Notwithstanding anything in this Easement to the contrary, this Easement shall not be transferred by Land Trust to any governmental entity or public agency. If Land Trust ever ceases to exist or no longer qualifies under §170(h) of the Code or applicable state law, a court with jurisdiction shall transfer this Easement to another Qualified Conservation Organization having similar purposes and mission as Land Trust and that agrees to assume the responsibility of enforcing this Easement. Landowner shall be given notice of any such court proceeding.

**XXIV.**

**Transfer of the Property and Notice of Obligations of Landowner and Third Parties.**

- A. *Notice.* Landowner shall notify Land Trust in writing at least thirty (30) days prior to the transfer of the Property, and any document of conveyance shall expressly refer to this Easement.
- B. *Failure to Comply Does Not Invalidate.* Failure to provide notice pursuant to this Easement or such recorded document shall not invalidate any transfer of the Property.

**XXV. Notices.** All notices or demands under this Easement shall be in writing and shall be deemed given and received when delivered personally, or

- A. In the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the second business day following its deposit with such courier service.
- B. In the case of the U.S. Postal Service, notice shall be deemed to have been given and received on the third business day after the deposit of a postage prepaid, certified return receipt requested, envelope containing the notice.
- C. In the case of facsimile or email transmission, notice shall be deemed to have been given and received on the day of such transmission.
- D. All notices shall be given to the respective parties at the following addresses, until further written notice by the other party:

To Landowner:

Paul M. Campbell and Jess Campbell Family Corporation  
P.O. Box 806  
Salida, CO 81201

To Land Trust:

The Trust for Public Land  
1410 Grant Street, Suite D-210  
Denver, CO 80203

To Assignee:

Land Trust of the Upper Arkansas  
PO Box 942  
Salida, CO 81201  
719-539-7700  
Email: info@ltua.org

To CPW:

Colorado Parks & Wildlife  
Real Estate Unit

6060 Broadway  
Denver, CO 80216

With copy to:  
Area 13 Wildlife Manager  
7405 US HW 50  
Salida, CO 81201

To United States:  
State Conservationist  
Natural Resources Conservation Service  
Denver Federal Center  
Building 56, Room 2604  
P.O. Box 25426  
Denver, CO 80225

**XXVI. General Provisions.**

- A. *Reasonableness Standard.* The parties shall follow a reasonable standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end. They shall make their judgments reasonably in a manner that is consistent with preservation of the Conservation Values set forth in this Easement.
  
- B. *No Third Party Enforcers.* This Easement is entered into by and between Landowner and Land Trust only, and is solely for the benefit of Landowner and Land Trust and their respective successors and assigns, and it is not intended to, nor does it, create rights or responsibilities in any third parties.
  
- C. *No Representation of Tax Benefits.* Landowner represents and warrants that:
  - 1. Landowner has not relied upon any information or analyses furnished by Land Trust with respect to either the availability, amount or effect of any deduction, credit or other benefit to Landowner or the value of the Easement or the Property.
  - 2. Landowner has relied solely upon its own judgment and/or professional advice furnished by the appraiser and legal, financial and accounting professionals engaged by Landowner. If any person providing services in connection with this Easement or the Property was recommended by Land Trust, Landowner acknowledges that Land Trust is not responsible in any way for the performance of services by these persons.
  - 3. This Easement is not conditioned upon the availability or amount of any deduction, credit or other benefit.

- D. *No Extinguishment through Merger.* Should Land Trust in the future own all or a portion of the fee interest in the Property: (1) Land Trust as successor in title to Landowner shall observe and be bound by the obligations of Landowner and the restrictions imposed upon the Property by this Easement; (2) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (3) Land Trust as promptly as practicable shall either (a) assign Land Trust's interest in this Easement to another holder in conformity with the requirements of this Easement and ¶ XXIII, above, or (b) sell, donate or otherwise transfer the fee interest in the Property to an unrelated third party. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Easement and shall contain language necessary to keep this Easement in force.
- E. *Changed Circumstances.* No change in the economic value of the Property or the uses prohibited or authorized on the Property or surrounding properties shall constitute a change in circumstances that would constitute grounds for terminating this Easement.
- F. *Estoppel Certificates.* Upon Landowner's request, Land Trust shall execute any document or estoppel certificate evidencing the extent of Landowner's compliance with the terms of this Easement, after an inspection by Land Trust made at Landowner's cost within a reasonable time after Landowner's written request.
- G. *Severability.* If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, it shall be replaced as nearly as possible with a valid provision similar thereto, and the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- H. *Successors.* This Easement is binding upon, and inures to the benefit of the parties, their successors, agents and assigns and shall continue as a servitude running in perpetuity with the Property. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Landowner.
- I. *Termination of Rights and Obligations.* A party's future rights and obligations under this Easement terminate upon transfer of that party's interest in the Property; provided, however, that liability for acts or omissions occurring prior to transfer shall survive the transfer.
- J. *Amendment of Easement.* If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Landowner and Land Trust may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, (d) complies with Land Trust's, CPW's, and the United States' procedures and standards for amendments (as such procedures and

standards may be amended from time to time) and (e) receives the prior written approval of the CPW and the United States. Any amendment must be in writing, signed by both Parties, and recorded in the records of the Clerk and Recorder of the County or Counties in which the Property is located. Prior written approval of CPW or the United States is not required for the supplement described in Paragraph VIII A.i regarding Designation of the Selected Building Envelope. In order to preserve the Easement's priority, Land Trust, CPW, or the United States may require that any liens, mortgages, easements, or other encumbrances be subordinated to any proposed amendment. For the purposes of CPW's approval and the United States' approval under item (e) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement. Nothing in this paragraph shall be construed as requiring Land Trust, CPW, or the United States to agree to any particular proposed amendment.

- K. *Jurisdiction.* Venue for any court action concerning the terms of this Easement will be in Chaffee County, Colorado. Landowner and Land Trust consent to personal jurisdiction in the state courts in Chaffee County for any such proceeding in law or equity.
- L. *Recording.* Land Trust shall record this Easement in timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement. Land Trust may also record a document, with prior notice to Landowner, executed solely by Land Trust in the real property records in the county within which the Property is located to put third parties on notice of the requirements of ¶ V (Rights of Land Trust), and ¶ XII (Mineral Extraction).
- M. *Entire Agreement.* This Easement, together with the Baseline Report and Exhibits hereto, sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.
- N. *Controlling Law.* The interpretation and performance of this Easement shall be governed by the Code and the laws of the State of Colorado.
- O. *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to protect the Conservation Values set forth in this Easement and C.R.S. §38-30.5-101, *et seq.* If any provision in this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The Recitals at the beginning of this Easement are not mere surplusage but are an integral part of this Easement and are incorporated into the body of this Easement.
- P. *Interpretation Consistent with Code.* This easement shall be interpreted in a manner consistent with the Code to insure the protection of the Conservation Values as defined by the Code.

- Q. *No Forfeiture.* Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.
- R. *Captions.* The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.
- S. *Counterparts.* This Easement may be signed in counterparts which when combined shall constitute but a single document.

## XXVII. Glossary

- A. **Construction/Construct.** Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.
- B. **Dwelling Unit.** Use or intended use of an improvement or portion of an improvement for human habitation by one or more persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.
- C. **Landowner.** The undersigned Landowner or Landowners and all persons or entities after them who hold an interest in the Property.
- D. **Review and Approval.** Review and Approval of Land Trust under the procedure described in ¶ XV.
- E. **Tower.** A structure, the greatest dimension of which is its height, such as, without limitation, that used to generate wind power.

IN WITNESS WHEREOF, Landowner and Land Trust, and the United States,, intending to legally bind themselves, have set their hands on the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW]

**LANDOWNER:**

*Paul M. Campbell*

Paul M. Campbell

STATE OF COLORADO            }  
  }  
  }        ss.  
COUNTY OF CHAFFEE         }

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2013, by Paul M. Campbell.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

*BEE*

\_\_\_\_\_  
Notary Public

**Campbell Family Corporation :**

*Paul M. Campbell*

By: Paul M. Campbell

Its: President

STATE OF COLORADO            }  
  }  
  }        ss.  
COUNTY OF CHAFFEE         }

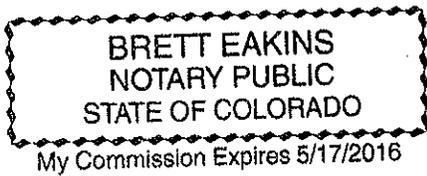
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2013, by Paul M. Campbell, as President of and on behalf of Jess Campbell Family Corporation, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

*BEE*

\_\_\_\_\_  
Notary Public





## APPROVAL OF CONSERVATION EASEMENT BY THE COLORADO DIVISION OF PARKS AND WILDLIFE

The Colorado Division of Parks and Wildlife, a Division of the State of Colorado, Department of Natural Resources, State of Colorado, hereby approves the foregoing conservation easement deed, and the rights conveyed therein.

Authorized Signatory for the Colorado Division of Parks and Wildlife

By 

Name: Chad Bishop

Title: Assistant Director, Wildlife and Natural Resources

Date: ~~September~~ 3<sup>rd</sup>, 2013  
OCTOBER

**ACCEPTANCE OF PROPERTY RIGHT BY THE NATURAL RESOURCES CONSERVATION SERVICE ON BEHALF OF THE UNITED STATES OF AMERICA**

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves its interest in the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

By Wayne Tipton  
For

Name: EUGENE BACKHAUS

Title: Acting State Conservationist

Date: 18 Sept, 2013

State of COLORADO

County of DENVER

On this 18th day of September 2013 before me, the undersigned, a Notary Public in and for the State, personally appeared Wayne Tipton, known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that s/he is the ASC [title] of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her/his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal the day and year first above written.

Roberta J. Ware  
Notary Public for the State of CO  
Residing at Jefferson County  
My Commission Expires: 7/13/2013



## Schedule of Exhibits

- Exhibit A** Legal Description of the Property
- Exhibit B** Boundary Survey
- Exhibit C** Water Rights
- Exhibit D** Hunting Access Easement
- Exhibit E** Acceptance of Baseline
- Exhibit F** Management Plan
- Exhibit G** Map --Building Envelopes and Roads
- Exhibit H** Notice of Selection of a Building Envelope
- Exhibit I** Title Exceptions

## Exhibit A - Legal Description of Property

### PARCEL I (80 Acres)

#### PARCEL A:

A tract of land lying in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and in the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 9, Township 48 North, Range 8 East of the New Mexico Principal Meridian, described by metes and bounds as follows:

Beginning at the Southeast corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 9, said point of beginning being marked by a #4 deformed rebar and survey cap (L.S. #13861); thence North  $88^{\circ}25'50''$  West a distance of 1234.49 feet to a point on the east right-of-way line of Colorado State Highway No. 285, said point being marked by a #4 deformed rebar and survey cap (L.S. #13861); thence North  $13^{\circ}02'35''$  East a distance of 290.26 feet to a point marked by a #4 deformed rebar and survey cap (L.S. #13861), said point being the beginning of a curve concave to the southwest and having a radius of 653 feet, and whose long chord bears North  $24^{\circ}34'10''$  West a distance of 798.47 feet; thence along said curve a distance of 859.10 feet to the point of ending of said curve, said point being marked by a Colorado State Highway right-of-way monument; thence North  $54^{\circ}15'45''$  West a distance of 330.23 feet to a point, said point being marked by a Colorado State Highway right-of-way monument; thence North a distance of 124.82 feet to a point, said point being marked by a #4 deformed rebar and survey cap (L.S. #13861); thence South  $88^{\circ}44'18''$  East a distance of 1793.93 feet to the northeast corner of the Northwest  $\frac{1}{4}$  of the Southeast Quarter of said Section 9, said point being marked by a #4 deformed rebar and survey cap (L.S. #13861); thence South  $01^{\circ}04'50''$  West a distance of 1321.19 feet to the point of beginning described above.

Chaffee County, Colorado

ALSO KNOWN AS: "Tract 3" on Plat filed August 9, 1979 in the office of the Chaffee County Clerk and Recorder, Reception No. 194485.

LESS THAT portion conveyed in deed recorded October 16, 2006 as Reception No. 362011.

SUBJECT TO a non-exclusive, perpetual easement for ingress and egress and underground utilities as granted in Easement Agreement recorded March 17, 2009 as Reception No. 379849 as amended in that certain Amendment to Easement Agreement recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.

#### PARCEL B:

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 9, Township 48 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado.

SUBJECT TO a non-exclusive, perpetual easement for ingress and egress and underground utilities as granted in Easement Agreement recorded March 17, 2009 as Reception No. 379849 as amended in that certain Amendment to Easement Agreement recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee Coun-

ty, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.

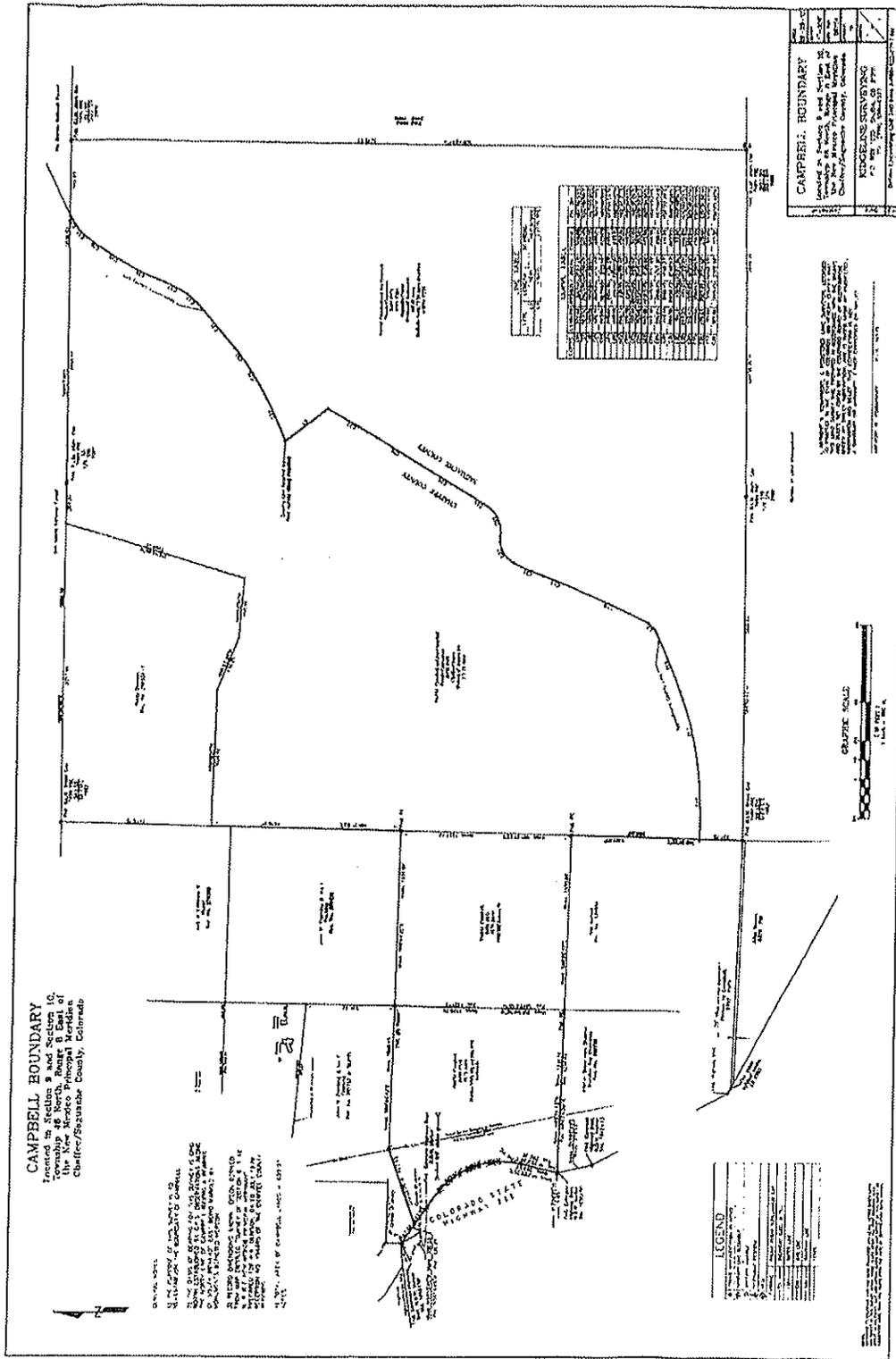
**Parcel II (580 Acres)**

Part of Section 10, Township 48 North, Range 8 East of the New Mexico Principal Meridian, lying partially in Chaffee County and partially in Saguache County, Colorado, excepting therefrom a tract of land lying in the Northwest corner of said Section, comprising approximately 60.84 acres and more specifically described as follows:

A tract of land located in the Northwest  $\frac{1}{4}$  of Section 10, Township 48 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at the Northwest corner of said Section 10, said corner being a B.L.M. brass cap, thence proceeding around the tract herein described, North  $88^{\circ}58'31''$  East along the North boundary of said Section 10, a distance of 2317.48 feet;  
thence South  $16^{\circ}43'46''$  West, a distance of 1466.61 feet;  
thence North  $85^{\circ}33'01''$  West, a distance of 466.60 feet;  
thence North  $68^{\circ}22'43''$  West, a distance of 438.25 feet;  
thence North  $88^{\circ}11'14''$  West, a distance of 1049.43 feet more or less to the West boundary of said Section 10;  
thence North  $1^{\circ}20'39''$  East along the West boundary of said Section 10, a distance of 1132.51 feet more or less to the point of beginning.

### Exhibit B - Boundary Survey



### Exhibit C - Water Rights

Campbell Spring # 1, located in Chaffee County, Colorado, decreed for 0.018 c.f.s. or 8 gallons of water per minute from natural springs tributary to Poncha Creek, with a priority date of appropriation of June 28, 1984, as adjudicated by Decree dated April 1, 1985, in case number 84 CW 68, District Court, Water Division 2, State of Colorado.

Campbell Spring # 2, located in Chaffee County, Colorado, decreed for 0.033 c.f.s. or 15 gallons of water per minute from natural springs tributary to Poncha Creek, with a priority date of appropriation of June 28, 1984, as adjudicated by Decree dated April 1, 1985, in case number 84 CW 68, District Court, Water Division 2, State of Colorado.

Campbell Spring # 3, located in Saguache County, Colorado, decreed for 6 gallons of water per minute from a natural spring tributary to San Luis Creek, with a priority date of appropriation of July 27, 1926, as adjudicated by Decree dated April 4, 1986, in case number 84 CW 50, District Court, Water Division 3, State of Colorado.

Campbell Spring # 4, located in Saguache County, Colorado, decreed for 8 gallons of water per minute from a natural spring tributary to San Luis Creek, with a priority date of appropriation of July 27, 1926, as adjudicated by Decree dated April 4, 1986, in case number 84 CW 50, District Court, Water Division 3, State of Colorado.

Campbell Spring # 5, located in Chaffee County, Colorado, decreed for 0.009 c.f.s. or 4 gallons of water per minute from a natural spring tributary to Poncha Creek, with a priority date of appropriation of June 28, 1984, as adjudicated by Decree dated April 1, 1985, in case number 84 CW 68, District Court, Water Division 2, State of Colorado.

**Exhibit D - Hunting Access Easement**

**STATE OF COLORADO  
acting by and through the  
Department of Natural Resources,  
for the use and benefit of the  
Division of Parks and Wildlife and the Parks and Wildlife Commission**

**ACCESS EASEMENT**

**Granted by**

**Paul M. Campbell and the Jess Campbell Family Corporation**

**1. PARTIES**

THIS DEED OF ACCESS EASEMENT IN GROSS ("AE") is granted by Paul M. Campbell and The Jess Campbell Family Corporation, a Colorado corporation ("Grantor"), whose address is P.O. Box 806; Salida, CO 81201, to the State of Colorado acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (the "State" or "CPW" or "Grantee"), located at 1313 Sherman St., Denver, Colorado 80203. The Parties hereby agree to the provisions set forth in this AE.

**2. EFFECTIVE DATE**

This AE shall be effective and enforceable upon Closing as defined in §4, after which Grantor and the State shall be bound by the provisions set forth in this AE (the Effective Date). The State shall not be liable to pay or reimburse Grantor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this AE exists pursuant to CRS §33-1-101, §33-1-105, and §33-10-107, §33-9-101, et seq., sufficient funds have been budgeted, appropriated and paid; and all prior reviews and approvals have been obtained.

**B. Consideration**

The Parties agree that the mutual promises and covenants contained herein and other good and valuable consideration paid in related transactions, the receipt of which is hereby acknowledged, are sufficient and adequate to support the granting of this AE.

**C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Property Legal Description), **Exhibit B** (Property Map), and **Exhibit C** (Title Exceptions).

**D. Grantor Intent**

Grantor intends to grant, transfer, and convey to the State in perpetuity the right to access across the Property as provided herein and therefore to prohibit any uses that would diminish or impair such access or that otherwise would be inconsistent with the purposes of this AE as set forth herein.

**E. Purpose**

This AE provides access that assists CPW in performing the directives of CRS §33-1-101, §33-1-105, and §33-10-107, §33-9-101, et seq., and benefits the Parties, the residents of the surrounding area, and the people of the State of Colorado. In particular, the Property provides access as follows for hunting, as further described in §6. Simultaneous with granting this AE, the Grantor is also conveying to The Trust for Public Land a conservation easement in gross over the 660 acres. The Conservation Easement shall be assigned to The Land Trust of the Upper Arkansas immediately upon closing. The exercise of rights under this AE must be in conformity with the conservation values of the CE.

**F. References**

All references in this AE to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained in this AE or incorporated as a part of this AE, unless otherwise noted.

**4. DEFINITIONS**

The following terms as used herein shall mean and be construed and interpreted as follows:

**A. AE**

"AE" means this Access Easement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this AE, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, State Fiscal Rules, and State Controller Policies.

**B. AE Funds**

"AE Funds" means funds the State paid to Grantor pursuant to purchase this AE.

**C. Building Envelopes**

The "Building Envelopes" are those building sites on the Property provided for and described in §VIII.A of the CE. The Conservation Easement provides for two (2) building envelopes and the selection of one (1) additional selected building envelope whose exact location will be determined in the future after the execution of the Conservation Easement and this AE. Prior to the selection of the selected building envelope, use of the term "Property" in this AE shall mean only that portion of the 660 acres that is not included in the two (2) building envelopes. Upon selection of the location for the selected building envelope, use of the term "Property" in this AE shall mean only that portion of the 660 acres that is NOT included in the two (2) building envelopes or the selected building envelope

**D. CE**

"CE" means the conservation easement executed concurrently with this AE between Grantor and the Trust for Public Lands affecting the Property.

**E. Closing and Closing Date**

"Closing" means the date the sale and purchase contract by and between Grantor and the State related to the Property is closed and on which all related documents, which include this AE and a conservation easement, are contemporaneously executed, and "Closing Date" is the date on which the Closing occurs.

**F. CRS**

"CRS" means the Colorado Revised Statutes as amended.

**G. Designated Public**

The term the "Designated Public" means United States military veterans and youth, including hunters, Mentors, designated facilitators and assistants of the hunters, who are permitted to participate in hunting on the Property.

**H. Mentor**

"Mentor" means an experienced licensed hunter.

**I. Party or Parties**

"Party" means the State or Grantor and "Parties" means both the State and Grantor.

**J. Property**

"Property" is the real property described in **Exhibit A** and depicted for illustrative purposes only on **Exhibit B**, excluding the Building Envelopes as set forth above in § 4.C.

## 5. TERM and TERMINATION

### A. Perpetual Term-Recording

The Parties' respective duties and obligations and the burdens on the Property under this AE shall commence on the Effective Date and shall continue in perpetuity. This AE shall be promptly recorded in the official records of each county in which the Property is situate following the Closing, and the State may re-record it and any amendments to this AE at any time as may be required to preserve its rights in this AE.

### B. Termination

This AE may only be terminated or extinguished, in whole or in part, by order of a court of competent jurisdiction in accordance with State and/or federal laws. It shall not be subject to termination or extinguishment (a) under theories of abandonment, (b) for failure of the State to enforce this AE in whole or part, (c) for changes in the potential economic value of any use that is prohibited by or inconsistent with this AE, or (d) changes in any current or future uses of neighboring properties.

### C. Valuation: Condemnation or Termination

Each Party shall promptly notify the other Party in writing when it first learns of any condemnation proceeding or any other action that might terminate or extinguish this AE. If this AE is taken, in whole or in part, by exercise of the power of eminent domain, or if this AE is otherwise properly terminated or extinguished, in whole or in part, the State shall be entitled to full compensation for its interest in any portion of this AE terminated as a result of condemnation or other proceedings, which shall be determined by a qualified appraisal that establishes the ratio of the value of the AE interest to the value of the fee simple interest in the Property as of the date of the taking or termination (the "Easement Value Ratio"). The State's compensation shall be an amount at least equal to the Easement Value Ratio, multiplied by the value of the unencumbered fee simple interest in the portion of the Property no longer encumbered by this AE as a result of condemnation or termination. The State shall use any such proceeds in a manner consistent with the purposes of this AE and in compliance with Treasury Regulation §1.170A-14(g)(6)(i).

## 6. GRANT OF ACCESS EASEMENT

Pursuant to applicable statutes and under common law, by this AE Grantor hereby grants, conveys, and transfers to the State, and the State accepts, a perpetual access easement over the Property that runs with the land, which constitutes a real property interest immediately vested in the State. The common law doctrine that a non-adjoining easement is a personal interest shall not apply whether or not the State has any real property adjoining the Property. The nature and character and to the extent of this access easement and the real property interests conveyed are further set forth in this §6 and elsewhere in this AE.

### A. Enforcement

The State shall patrol the Property for compliance with the terms of this AE and laws at times as determined by CPW law enforcement officers, as staff resources and funding permit. Grantor does not have a duty to regulate, administer, control, and enforce the public's access to and use of the Property under this AE. Grantor may notify the State of violations of this AE pertaining to access to and use of the Property, and upon such notice the State shall exercise its enforcement rights under this AE.

### B. Fees

The State has the exclusive right to establish and collect fees for public use of the Property; Grantor shall not collect any such fees.

### C. Permitted Uses and Activities-Hunting

The State is granted the non-exclusive right to access the Property for administrative purposes related to hunting and to allow the Designated Public to access, enter upon, and use the Property for the purposes of hunting on the Property and/or accessing hunting on adjoining land owned by the Bureau of Land Management and the National Forest Service. The State has the right to allow, regulate, administer, and even prohibit the Designated Public's access to and use of the Property for the purposes described in this AE. Except as set forth below in this §6.A or otherwise provided for in this AE, Grantor may exclude the general public from the Property. Further, the public access right shall be subject to the following:

**i. Hunting Program**

Grantor hereby grants to the State the right to permit one veteran and one youth per calendar year to hunt on the Property. The Parties shall meet annually on a mutually agreed upon date to determine the specifications of that year's hunts, safety parameters, and any special conditions in connection with the hunts. At the annual meeting, the Parties shall determine whether the program shall be administered through an existing State program such as Hunting Buddies and whether the Parties shall cooperate in the selection of participants with other nonprofit organizations whose purpose is the support of youth or veterans. All hunters must be licensed in accordance with CPW regulations, and all youth hunters must be such as accompanied by a Mentor, as defined above. If the Parties agree that additional hunters may access the Property in connection with this hunting program, this Agreement shall be modified in accordance with §12.M. Grantor may require any member of the public, including hunters and persons accompanying them, to execute a waiver of liability and assumption of risk before entering the Property.

**ii. Manner of Travel**

Access by the Designated Public is limited to foot access except for vehicular travel on specified roadways as designated by the Parties and shown on Exhibit B.

**iii. No Hunting Zones**

The Parties may identify "No Hunting" zones for safety reasons near the Building Envelopes or other areas agreed-upon by Grantor and the State. The State shall post and maintain signs prohibiting hunting in such zones.

**iv. Temporary Blinds and Tree Stands**

Temporary blinds and/or tree stands are permitted while hunting, but shall be removed immediately when hunting is completed.

**v. Time of Day**

Access by the Designated Public limited to one hour before sunrise to one hour after sunset, except when removing a harvested animal or when otherwise permitted by CPW regulations.

**D. Prohibitions and Restrictions**

The following uses of the Property by the public are prohibited at all times:

**i. Conservation Values**

Use of the Property adversely affecting the conservation values of the CE.

**ii. Dogs**

Dog are prohibited.

**iii. Fires and Overnight Camping**

Overnight camping and starting fires.

**E. Signs**

The State has the exclusive right to install, maintain, repair, and replace signs anywhere on the Property for the purposes identifying the Property as a "State Wildlife Area; informing the public regarding what uses of the Property are permitted and prohibited; and to provide information about public safety, ownership, management, and interpretation of the Property.

**F. Trash**

The State has the non-exclusive right to remove trash, litter, garbage, or junk that has been deposited on the Property.

**G. Wildlife**

The State has the exclusive right to control and manipulate in all respects the wildlife on the Property. "Manipulation and control" includes, but is not limited to, the trapping and removal of all types of wildlife, including game and non-game species, but this right does not include the authority on the part of the State to stock, release or introduce wildlife without Grantor's permission; provided however, Grantor may control livestock predators by any and all means allowed by applicable law and regulation. However, Grantor shall consult with the State before hiring contractors to provide predator control.

**7. GRANTOR'S REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS**

Grantor makes the following specific representations and warranties, each of which was relied on by the State in purchasing this AE.

**A. Covenants of Title**

Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantor, with the exception of easements, covenants, restrictions, reservations, mineral rights, leases and rights-of-way of record, and taxes and assessments for 2013 and subsequent years, and specifically subject to the CE defined above and to those exceptions specifically described on **Exhibit C** attached to and made a part of this AE.

**B. Hazardous Substances**

Grantor does not know of, or have any reason to believe that any "Hazardous Substance," as defined in §42 U.S.C. 9601(14), or pollutant, contaminant, hazardous or toxic material, substance, or waste, as they may be defined under relevant Federal, State or local law, or asbestos, is located on the Property and Grantor has not received notice of any violation or alleged violation of any law, rule, or regulation regarding such substances. The conveyance of this AE or other easements from Grantor to the State is not intended to relieve Grantor of any obligation or liability Grantor would incur under relevant federal or State law concerning such substances as an owner of the Property. In particular, the provisions of this AE shall not be interpreted to make the State an "owner of" or "responsible party for" the Property for purposes of any federal or State environmental law or regulation, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"). Grantor shall make the foregoing representation in a separate writing deliverable to the State upon request by the State.

**C. Legal Authority—Grantor Signatory**

Grantor possesses the legal authority to enter into this AE and has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this AE, and to bind Grantor to its terms. If requested by the State, Grantor shall provide the State with proof of Grantor's authority to enter into this AE within 15 days of receiving such request.

**D. Notification**

In addition to any other notification obligations Grantor has under this AE, Grantor has an affirmative obligation to notify the State about the following:

**i. Litigation**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this AE or which may affect Grantor's ability to perform its obligations hereunder, Grantor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CPW.

**ii. Third Party Uses and Actions**

Grantor shall notify the State any uses or activities on the Property by third parties that would change, disturb, alter, diminish or impair the purposes of this AE and any that are not allowed under §6.A.

Grantor shall cooperate with the State in halting such uses or activities if Grantor is unable to do so in a timely manner.

**E. Preservation, Restoration, and Maintenance-Costs**

As stated in §3.E, Grantor intends that the State's access to the Property as set forth herein be preserved and protected in perpetuity, and shall not permit any uses or activities that would diminish or impair such access or that otherwise would be inconsistent with the purposes of this AE. Grantor shall bear all costs and liabilities of any kind related to the ownership, restoration, operation, upkeep, and maintenance of the Property.

**8. STATE INTEREST AND RIGHTS**

This AE constitutes a real property interest immediately vested in the State and the State shall have attendant interests and rights, including, but not limited to, those set forth in this §8.

**Enforcement**

The State may prevent or enjoin Grantor from conducting any activities or uses of the Property that would diminish or impair the purposes set forth in §3.E. In addition, the State may, independently or preferably in cooperation with Grantor, prevent or enjoin any third parties (whether or not the third parties were authorized by Grantor to access the Property) from conducting any activities or uses of the Property that would diminish or impair the purposes set forth in §3.E or that otherwise would be inconsistent with the purposes of this AE. Grantor shall assist the State in any actions taken against third parties, but, Grantor shall not be obligated to hire independent counsel and shall not be obligated to contribute to the State's costs or attorney's fees in any such enforcement action against third parties.

## 9. VIOLATIONS-REMEDIES-RESOLUTION METHODS

### A. Defined

In addition to any violations specified in other sections of this AE, the failure of Grantor to perform any of its material obligations hereunder, including, but not limited to, not performing or causing any act that diminishes or impairs the purposes set forth in §3.E, constitutes a violation of this AE.

### B. Notice

The State shall send Grantee a notice detailing alleged violations of the Easement in the manner provided in §10. Upon receipt thereof, Grantor shall immediately send the State in the manner provided in §10 a response agreeing with the State or denying the alleged violations in whole or part and cease and desist from any use or activity that could increase or expand the alleged violations until they are finally resolved by agreement of the Parties or by decree of a court of competent jurisdiction.

### C. Remedies

The State shall have all remedies available to it in law and in equity, such as actions for damages and injunctive relief. The Parties agree to resolve violations as follows:

#### i. Agreement

If Grantor agrees with or does not dispute the State's assertion regarding the alleged violations, Grantor shall, at its sole cost, restore the Property to its condition prior to the violations or to take such other action as may be reasonable or necessary to eliminate the violations and prevent their further occurrence and shall provide the State with details of its remedial plan together with a reasonably prompt time for completion thereof. The State may enforce such remedial plan via proceedings at law or in equity if Grantor fails to perform it in accordance with its terms.

#### ii. Dispute Meeting

If Grantor disagrees with and disputes the State's assertion regarding the alleged violations in whole or part, Grantor shall provide the State with a written explanation stating the reasons why the State's allegations are erroneous or stating why the use or activity should be permitted. Thereafter, representatives of the Parties with settlement authority shall meet as soon as possible, but not later than 60 days after the State's receipt of Grantor's response, to resolve issues. If the Parties reach agreement, they shall create a remedial plan together with a reasonably prompt time for completion thereof. The State may enforce such remedial plan via proceedings at law or in equity if Grantor fails to perform it in accordance with its terms.

#### iii. Legal Proceedings

The State may, in its sole discretion, exercise any or all remedies available at law or in equity, including those available at common law, concurrently or consecutively, to enforce its rights in this AE if any meeting pursuant to §9.C.ii fails to resolve any issues and to otherwise enforce its rights under this AE, including enforcing remedial plans created under §9.C.i and ii. Courts are specifically authorized to issue both mandatory and negative injunctions, including one requiring restoration of the Property to its condition before a violation occurred.

#### iv. Irreparable Harm

If in the State's opinion, an ongoing or imminent violation could irreparably diminish or impair the purposes of this AE, the State may, at its discretion, take appropriate legal action without resorting first to a meeting of the Parties.

**v. Costs**

Grantor shall be solely responsible for the costs of remedying any violations of this AE caused by Grantor or its agents.

**D. Public Safety**

Notwithstanding anything to the contrary herein, the State need not provide advance notice or a cure period and may immediately take action if it is necessary to preserve public safety or to prevent an immediate public crisis.

**10. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

State	Grantor
Real Estate Unit	Paul M. Campbell
Colorado Parks and Wildlife	Jess Campbell Family Corporation
6060 Broadway	P.O. Box 806
Denver, CO 80216	Salida, CO 81201
With copy to:	
Area 13 Wildlife Manager	
7405 US HW 50	
Salida, CO 81201	

**11. LIABILITY LIMITATIONS**

**A. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of CRS §24-10-101 et seq. (the CGIA) and CRS §24-30-1501, et seq. (risk management). No term or condition of this AE shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of CGIA or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**B. Grantor**

Pursuant to CRS §33-41-101, et seq., Grantor may enjoy limitations on its potential liability which arise from use of the Property by members of the public for recreational purposes. The State will defend and hold Grantor harmless to the extent allowed by CRS §24-30-1510(3)(e).

**12. GENERAL PROVISIONS**

**A. Assignment of State's Interest**

The State may assign its rights and obligations under this AE only to an individual or organization that has been approved in writing in advance by the Grantor. After such transfer, the State shall have no further obligations or liability under this AE.

**B. Binding Arbitration Prohibited**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this AE or incorporated herein by reference is null and void.

**C. Binding Effect-Perpetual Application**

All provisions herein contained, including the benefits and burdens, extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns; and shall continue as a servitude running in perpetuity with the Property. However, a Party's rights and obligations under this AE terminate upon

transfer of the Party's interest in the EA or Property, except that liability for acts or omissions occurring before transfer shall survive transfer.

#### **D. Captions**

The captions and headings in this AE are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

#### **E. Construction of this AE**

This AE shall be liberally construed to further the purposes and intent set forth in **§3.D and E**. In the event of an ambiguity in this AE the rule of contract construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

#### **F. CORA Disclosure**

To the extent not prohibited by federal law, this AE and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

#### **G. Corrections**

The Parties shall perform any further acts and execute and deliver any documents, including amendments to this AE that are reasonably necessary to **(i)** effectuate its purposes, **(ii)** to correct typographical, spelling, or clerical errors, or to **(iii)** correct any errors in legal in the legal description of the Property.

#### **H. Counterparts**

This AE may be executed in multiple identical original counterparts constituting one agreement.

#### **I. Entire Understanding**

This AE represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

#### **J. Indemnification**

Grantor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission on or related to the Property by Grantor, or its employees, agents, subcontractors, or assignees pursuant to the provisions of this AE, including, but not limited to, the presence or release of any hazardous or toxic substance that is regulated under any federal, State or local law; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the CGIA, or the Federal Tort Claims Act, §28 U.S.C. 2671 et seq., if applicable. Without limiting the foregoing, nothing in this AE shall be construed as giving rise to any right or ability of the State to exercise physical or managerial control over Grantor's day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

#### **K. Joint and Several Obligations**

If more than one owner owns the Property at any time, the obligations imposed by this AE shall be joint and several upon each of the owners.

#### **L. Jurisdiction and Venue**

All suits or actions related to this AE shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Chaffee County.

#### **M. Modification**

##### **i. By the Parties**

Except as specifically provided in this AE, modifications hereof shall not be effective unless agreed to the Parties in a written amendment hereto, properly executed and approved in accordance with applicable Colorado State Law, State Fiscal Rules, and Office of the State Controller Policies. Modifications specifically permitted in this AE shall be made in accordance with the State Controller's Policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS. No amendment shall be permitted which

would have anything more than a de minimis negative impact on the Conservation Values as detailed in the Conservation Easement. Any amendment must be in writing, signed and notarized by both parties, and recorded in the records of the Clerk and Recorder of Chaffee County and of Saguache County, Colorado.

**ii. By Operation of Law**

This AE is subject to such modifications as may be required by changes in Federal or Colorado State Law, or their implementing regulations. Any such required modification shall be automatically incorporated as part of this AE on the effective date of such change, as if fully set forth herein.

**N. Order of Precedence**

The provisions of this AE shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this AE and its exhibits and attachments, including, but not limited to, those provided by Grantor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the main body of this AE, and**
- ii. Exhibits.**

**O. Severability**

Provided this AE can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision of this AE, provided that the Parties can continue to perform their obligations under this AE in accordance with its intent.

**P. Subsequent Transfers by Grantor**

Grantor shall incorporate the terms and conditions of this AE in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. Grantor shall provide written notice to the State of the transfer of any interest at least 45 days prior to the date of such transfer.

**Q. Taxes**

The State is exempt from State and local government taxes. Grantor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Grantor for such taxes.

**R. Third Party Beneficiaries**

Enforcement of this AE and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this AE are incidental to the AE, and do not create any rights for such third parties.

**S. Waiver**

Waiver of any breach or event of default under a term, provision, or requirement of this AE, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under CRS §38-41-119. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**13. LANDOWNER PREFERENCE FOR HUNTING**

Grantor shall be entitled to claim ownership of the Property for use in any landowner preference for hunting licenses pursuant to CRS § 33-4-103, as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute that is subsequently enacted).

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**GRANTEE:** ACCEPTED by the STATE OF COLORADO, JOHN W. HICKENLOOPER, GOVERNOR

By: \_\_\_\_\_  
Chad Bishop

Date: \_\_\_\_\_, 2013

Title: Assistant Director, Wildlife and Natural Resources  
Division of Parks and Wildlife for the Executive Director of the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission

**EXHIBIT A (Property Legal Description)****PARCEL I (80 Acres)****PARCEL A:**

A tract of land lying in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and in the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 9, Township 48 North, Range 8 East of the New Mexico Principal Meridian, described by metes and bounds as follows:

Beginning at the Southeast corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 9, said point of beginning being marked by a #4 deformed rebar and survey cap (L.S. #13861);

thence North  $88^{\circ}25'50''$  West a distance of 1234.49 feet to a point on the east right-of-way line of Colorado State Highway No. 285, said point being marked by a #4 deformed rebar and survey cap (L.S. #13861); thence North  $13^{\circ}02'35''$  East a distance of 290.26 feet to a point marked by a #4 deformed rebar and survey cap (L.S. #13861), said point being the beginning of a curve concave to the southwest and having a radius of 653 feet, and whose long chord bears North  $24^{\circ}34'10''$  West a distance of 798.47 feet;

thence along said curve a distance of 859.10 feet to the point of ending of said curve, said point being marked by a Colorado State Highway right-of-way monument;

thence North  $54^{\circ}15'45''$  West a distance of 330.23 feet to a point, said point being marked by a Colorado State Highway right-of-way monument;

thence North a distance of 124.82 feet to a point, said point being marked by a #4 deformed rebar and survey cap (L.S. #13861);

thence South  $88^{\circ}44'18''$  East a distance of 1793.93 feet to the northeast corner of the Northwest  $\frac{1}{4}$  of the Southeast Quarter of said Section 9, said point being marked by a #4 deformed rebar and survey cap (L.S. #13861);

thence South  $01^{\circ}04'50''$  West a distance of 1321.19 feet to the point of beginning described above.  
Chaffee County, Colorado

ALSO KNOWN AS: "Tract 3" on Plat filed August 9, 1979 in the office of the Chaffee County Clerk and Recorder, Reception No. 194485.

LESS THAT portion conveyed in deed recorded October 16, 2006 as Reception No. 362011.

SUBJECT TO a non-exclusive, perpetual easement for ingress and egress and underground utilities as granted in Easement Agreement recorded March 17, 2009 as Reception No. 379849 as amended in that certain Amendment to Easement Agreement recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.

**PARCEL B:**

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 9, Township 48 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado.

SUBJECT TO a non-exclusive, perpetual easement for ingress and egress and underground utilities as granted in Easement Agreement recorded March 17, 2009 as Reception No. 379849 as amended in that certain Amendment to Easement Agreement recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.

**Parcel II (580 Acres)**

Part of Section 10, Township 48 North, Range 8 East of the New Mexico Principal Meridian, lying partially in Chaffee County and partially in Saguache County, Colorado, excepting therefrom a tract of land lying in the Northwest corner of said Section, comprising approximately 60.84 acres and more specifically described as follows:

A tract of land located in the Northwest  $\frac{1}{4}$  of Section 10, Township 48 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at the Northwest corner of said Section 10, said corner being a B.L.M. brass cap, thence proceeding around the tract herein described, North  $88^{\circ}58'31''$  East along the North boundary of said Section 10, a distance of 2317.48 feet;

thence South  $16^{\circ}43'46''$  West, a distance of 1466.61 feet;

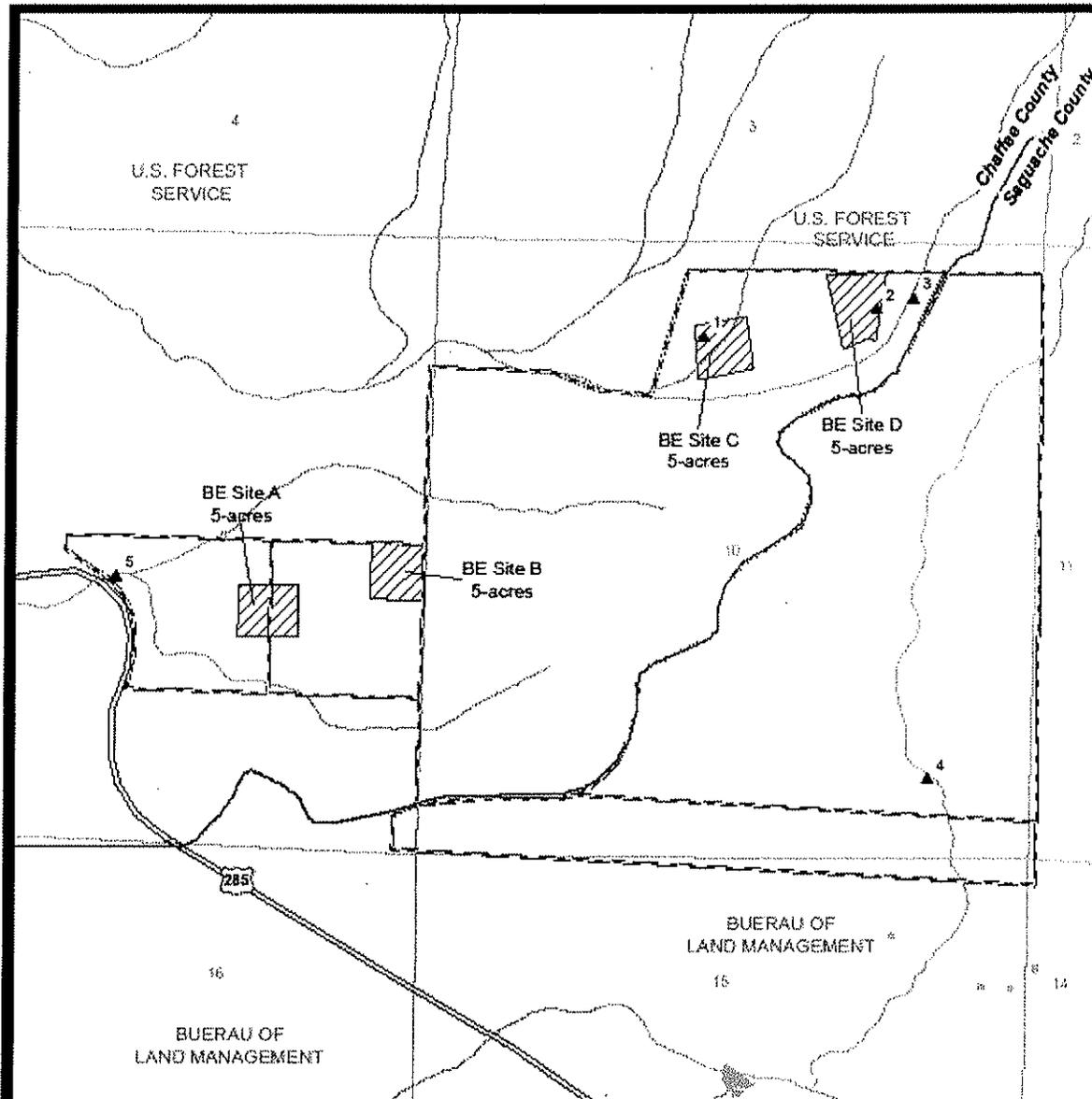
thence North  $85^{\circ}33'01''$  West, a distance of 466.60 feet;

thence North  $68^{\circ}22'43''$  West, a distance of 438.25 feet;

thence North  $88^{\circ}11'14''$  West, a distance of 1049.43 feet more or less to the West boundary of said Section 10;

thence North  $1^{\circ}20'39''$  East along the West boundary of said Section 10, a distance of 1132.51 feet more or less to the point of beginning.

15. EXHIBIT B (Property Map)



### Exhibit B: Campbell Ranch Access Easement

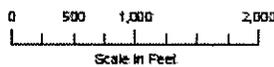
Chaffee and Saguache Counties, Colorado - T48N R8E, NM PM

**Legend**

- ▨ Campbell Ranch (CF 1000-acres)
- ▤ Building Envelope (BE)
- ▲ Springs
- Roads
- Counties



THE TRUST  
IN PUBLIC  
LAND



December 2012

## EXHIBIT C (Title Exceptions)

### PARCEL I (80 acres)

1. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862) in U.S. Patent issued February 12, 1930 and recorded November 21, 1934 in Book 181 at Page 69. (Parcels A and B)
2. Right-of-way granted to Public Service Company of Colorado in instrument recorded December 1, 1955 in Book 277 at Page 406. (Parcel A)
3. Terms and conditions as set forth in Easement Agreement recorded June 3, 1981 in Book 442 at Page 438; Corrected Easement Agreement recorded June 19, 1981 in Book 442 at Page 757. (Parcel A)
4. Terms and conditions as set forth in Electric Service contract recorded October 5, 1999 as Reception No. 306864. (Parcels A and B)
5. Terms and conditions as set forth in Charter recorded October 5, 1999 as Reception No. 306865. (Parcels A and B)
6. Terms and conditions as set forth in Easement Agreement recorded March 17, 2009 as Reception No. 379849. (Parcels A and B)
7. Terms and conditions as set forth in Amendment to Easement Agreement recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado. (Parcels A and B)
8. Easements, reservations or restrictions as shown on Survey of Section 9, Township 48 North, Range 8 East, recorded August 9, 1979 as Reception No. 194485.
9. Any loss or claims of damage occasioned by failure of fence to follow property boundary as shown on said Plats. (Parcels A and B)
10. Easements, reservations or restrictions as shown on Campbell/Frecking Boundary Survey filed September 15, 2006 as SUR 564. (Parcel A)
11. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general

and do not necessarily give notice of underground facilities within the subject property:

- a) Mountain Bell Telephone Company – filed October 2, 1981, Reception No. 211211;
- b) Public Service Company of Colorado – filed November 2, 1981, Reception No. 211929;
- c) Western Slope Gas Company – December 11, 1981, Reception No. 212569 and filed May 24, 1985, Reception No. 234357; (Company name amended to "Western Gas Supply Company" by certificates recorded June 27, 1988 in Book 497 at Page 103); merged with Public Service Company of Colorado per instrument recorded January 25, 1993 in Book 531 at Page 694.
- d) Greeley Gas Company – filed November 18, 1981, at Reception No. 212196.
- e) Letter from Utility Notification Center of Colorado disclosing local facilities access through "One Call System" recorded September 14, 1988 in Book 498 at Page 950. (Parcels A and B)

**PARCEL II (580 acres)**  
**Chaffee County**

1. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 stat.,862), as set forth in U.S. Patent issued July 27, 1926 and recorded February 24, 1969 in Book 364 at Page 786.
2. Terms and conditions as set forth in Easement Agreement recorded March 17, 2009 as Reception No. 379849 and the fact that the easement is not specifically defined by a proper legal description.
3. Terms and conditions as set forth in Amendment to Easement Agreement between Paul M. Campbell and Jess Campbell Family Corporation recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.
4. Terms and conditions as set forth in Electric Service Contract recorded October 5, 1999 as Reception No. 306864.
5. Terms and conditions as set forth in Charter recorded October 5, 1999 as Reception No. 306865.

NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:

- a) Mountain Bell Telephone Company – filed October 2, 1981, Reception No. 211211;
- b) Public Service Company of Colorado – filed November 2, 1981, Reception No. 211929;
- c) Western Slope Gas Company – December 11, 1981, Reception No. 212569 and filed May 24, 1985, Reception No. 234357; (Company name amended to “Western Gas Supply Company” by certificates recorded June 27, 1988 in Book 497 at Page 103); merged with Public Service Company of Colorado per instrument recorded January 25, 1993 in Book 531 at Page 694.
- d) Greeley Gas Company – filed November 18, 1981, at Reception No. 212196.
- e) Letter from Utility Notification Center of Colorado disclosing local facilities access through “One Call System” recorded September 14, 1988 in Book 498 at Page 950.

### **Saguache County**

- 6. Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 stat.,862), as set forth in U.S. Patent recorded November 6, 1926, in Book 110 at Page 523.
- 7. Easement Agreement between Paul M. Campbell and Jess Campbell Family Corporation recorded March 20, 2009 under Reception No. 363900.
- 8. Terms and conditions as set forth in Amendment to Easement Agreement between Paul M. Campbell and Jess Campbell Family Corporation recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.
- 9. Easement and reservation of easement as described in Warranty Deed recorded September 23, 1975 in Book 362 at Page 226.
- 10. Easements as set forth in Warranty Deed recorded October 19, 1977 in Book 375 at Page 81.

### Exhibit E - Acceptance of Baseline

### OWNER ACKNOWLEDGEMENT STATEMENT

Grantor	Grantee
Paul M. Campbell and Jess Campbell Family Corporation P.O. Box 806 Salida, Colorado 81201 Telephone: 719-221-1708	The Trust for Public Land 1410 Grant Street, Suite D-210 Denver, Colorado 80203 Telephone: 303-837-1414

**LAND TYPE**

The property consists of 660 +/- acres of ranch land historically and presently used for cattle grazing. Vegetation communities on the property include approximately: 478 acres of sagebrush shrubland; 70 acres of mixed montane forest; 65 acres of aspen forest, and 47 acres of aspen forest/riparian shrubland.

**CONDITION OF LAND**

The property is within Sections 9 and 10, Township 48 North, Range 8 East of the New Mexico Principal Meridian in Chaffee and Saguache Counties, Colorado (Figure 1). Elevations on the property range from about 9,400 feet in the northeast corner to 9,000 feet near U.S. Highway 285. Historically, the property has supported ranching activity.

In compliance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)], and to the best of my knowledge, this Baseline Inventory Report, including text, maps, and photographs, is an accurate representation of the Campbell Ranch conservation easement property on 10/3/2013, the time of the conveyance of the conservation easement.

[month/day/year]

Paul M. Campbell      10-3-13  
 Grantor Signature      Date

Paul M. Campbell Pres.      10-3-13  
 Grantor Signature      Date

[Signature]      10/3/13  
 Grantee Signature      Date

## Exhibit F - Management Plan

### MANAGEMENT PLAN CAMPBELL RANCH 2013 - 2018

This EASEMENT MANAGEMENT PLAN (the "Management Plan" or "Plan") is entered into this day 3<sup>rd</sup> of October, 2013 (the "Effective Date"), by and between PAUL M. CAMPBELL and JESS CAMPBELL FAMILY CORPORATION, a Colorado corporation, hereinafter referred to as "CAMPBELL RANCH" whose address is P.O. Box 806, Salida, CO 81201, THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation qualified to hold conservation easements whose address is 1410 Grant Street, Suite D-210, Denver, CO 80203 ("TPL"), THE LAND TRUST OF THE UPPER ARKANSAS, a Colorado nonprofit corporation qualified to hold conservation easements whose address is P.O. Box 942, Salida, CO 81201 ("LTUA") and the STATE OF COLORADO acting by and through the DEPARTMENT OF NATURAL RESOURCES for the use and benefit of the of the DIVISION OF PARKS AND WILDLIFE and the PARKS AND WILDLIFE COMMISSION, whose address is 6060 Broadway, Denver, CO 80216 ("CPW").

#### *RECITALS*

**A. WHEREAS**, Campbell Ranch intends to grant a Conservation Easement in Gross ("Conservation Easement" or "Easement") to TPL burdening the 660-acres of real property (the "Easement") located in Chaffee and Saguache Counties, Colorado, for the purpose of forever conserving the agricultural productivity, open space character, wildlife habitat, and scenic qualities of the Property. Immediately upon closing, the Easement will be assigned to LTUA to monitor and enforce the Easement in perpetuity.

**B. WHEREAS**, Campbell Ranch, its successors and assigns, are referred to in the Easement as the "Landowner"; and

**C. WHEREAS**, TPL, its successors and assigns, is referred to in the Easement as the "Land Trust"; and

**D. WHEREAS**, the Property remains in a substantially undisturbed, natural state, and therefore in addition to its agricultural value, has significant ecological, open space, scenic, water rights and wildlife habitat value, and also important value for hunting and other outdoor recreational values, particularly public hunting access that will be secured both through the Easement and a separate Hunting Access Easement, which will be held and administered by CPW to provide the public with an additional benefit from the protection of the Property (collectively, the "Conservation Values"); and

**E. WHEREAS**, the purpose of a Management Plan is to provide management direction to maintain the Conservation Values of the Property as they exist at the time of the placement of the conservation easement; and

**F. WHEREAS**, the funding for the Conservation Easement was provided in part by CPW, and remaining funding was provided by the United States Department of Agriculture Natural Resources Conservation Service ("NRCS" or the "United States"); and

**G. WHEREAS**, Paragraph III of the Easement references a "Land Management Plan" developed and approved by the Grantor, Land Trust and CPW; and

**H. WHEREAS**, if the Easement is conveyed from Campbell Ranch to Land Trust, then this document shall constitute the Management Plan referenced in it, which is hereby approved, dated, and signed by the parties hereto.

**NOW THEREFORE**, the parties hereto agree that, if the Easement is conveyed from Campbell Ranch to Land Trust, then the Property shall be managed in accordance with this document.

The Management Plan should be used in conjunction with the Baseline Report, which indicates the Present Conditions of the Campbell Ranch to be protected at the time of the placement of the Conservation Easement. Any conflict between the Management Plan and the terms of the Conservation Easement shall be resolved in favor of the Conservation Easement.

The Management Plan is based on the best available information, and provides a foundation for long-term adaptive management of the Property and its resources. It is a working document which will change and evolve with the Property and should be updated at least every five years. As recommended actions are implemented, and as objectives change, the Management Plan should reflect these changes. The Management Plan should be used to:

- Describe the management objectives for the Campbell Ranch and ensure that all actions support those objectives;
- Create a foundation for individual resource management plans as needed;
- Identify partnering opportunities with resource agencies; and
- Monitor the state of resources on the Campbell Ranch.

#### **I. Ecological Landscape**

The Property is located about 7 miles south of Poncha Springs on the Chaffee – Saguache county line, on Poncha Pass. The property is approximately five miles southeast of the Sangre de Cristo Wilderness and approximately 12 miles west of the Collegiate Peaks Wilderness and provides excellent views of the mountain ranges in the area. The ranch has an elevation range of approximately 9,000 feet to 9,400 feet. The Property drains into two separate river basins, the Upper Arkansas Valley to the north and the Rio Grande to the south. Aside from a small cabin and two wells on the Property, the Property is undeveloped and is managed as a working cattle ranch.

Vegetation on the Property is dominated by sagebrush shrubland habitat, which is the primary vegetation community on flatter slopes and the southern aspects of the Property. Mixed montane forests of douglas-fir and ponderosa pine are also common, as are aspen stands. Approximately 478-acres of the Property are sagebrush shrubland, over 70-acres are mixed montane forest, 65-acres are aspen forest, and approximately 47-acres consist aspen forest / riparian shrubland that includes wetland habitat. This habitat supports not only cattle, but also a wide range of wildlife species, including elk and mule deer.

There are three unnamed drainages on the Property that originate in the U.S. National Forest lands to the north. The western and central drainages flow south and then west, and are tributaries to Camp Rock Gulch and Poncha Creek. Poncha Creek flows into the South Arkansas River at Poncha Springs, which flows into the Arkansas River at Salida. The eastern drainage is on the east side of Poncha Pass and flows south. It is a tributary to San Luis Creek, which flows south into the San Luis Valley. There are also two wells on the Property and five natural springs.

Average annual precipitation on the Property is approximately 10.13 inches. A large portion of this precipitation is received as snow during winter and spring, with the remaining amount occurring as summer rainstorms.

## **II. Historic Uses of the Property**

### **a. Agriculture, Mining and Hunting**

The Property has been in agriculture for over 30-years primarily for livestock grazing and recreational hunting. About 30 head (15 cow-calf pair) currently graze the Property, and about four to six individuals hunt the Property on an annual basis. There are also two historical mines on the Property; one for feldspar that was active during the 1940s, and one for pink quartz that ceased operation in the 1980s.

### **b. Management Practices**

For over 30 years, the Landowner has engaged in management practices to improve range conditions, achieve equitable distribution of cattle through rotational grazing, and provide high quality wildlife habitat. The Property is also managed to control two noxious weeds, musk and Canada thistle with herbicide.

## **III. Resource Management Goals & Objectives**

### **a. Conservation Values – Managing for Wildlife and Agriculture**

Current grazing practices are beneficial to the overall landscape of the Property as reported in the Baseline Documentation Report prepared by ERO Resources, Inc. for the conservation easement encumbered property. Flora and fauna are in good condition and flourishing. Copies of the Baseline Documentation Report are on file with CPW, LTUA and the Landowner.

Each year, the Landowner limits livestock grazing to limit the impact on the grassland and sage brush vegetation, ensuring that there is quality winter range habitat for wildlife, particularly big game species. Plant condition and moisture distribution are used to determine the extent of grazing, allowing the Landowner to adopt their grazing to current environmental conditions.

Current and future grazing practices shall be reasonable, prudent and developed by the Landowner utilizing resources generally accepted in the agriculture industry, such as, but not limited to, CSU Cooperative Extension, NRCS, private consulting firms, local advisory councils and associations representing agriculture.

Cattle, horse and sheep grazing shall be permitted on the property, and consumption shall be maintained at a level based on annual plant growth that allows the grasses to thrive while still maintaining a good food source for wildlife. By limiting consumption based on annual plant growth, this should give the Landowner enough flexibility to adapt their management practices to varying environmental conditions. No other livestock shall be permitted to graze on the Property without the approval of LTUA and CPW.

Landowner may maintain and replace existing fences. Landowner may construct new fences to manage livestock and wildlife and to separate uses, provided that all new fences (other than fences necessary to protect crops) shall be wildlife friendly following guidelines established by the Colorado Division of Parks and Wildlife. Any other fences may be constructed only after Review and Approval in accordance with the Conservation Easement.

Landowner shall not be held responsible for events or conditions that are out of Landowner's control, such as but not limited to, drought, wildfire or acts of God. It is the intent of this Management Plan to preserve for the Landowner the ability for the Property to be agriculturally productive, including continuing ranching activities, and to preserve the flexibility to adapt management activities in keeping with accepted agriculture production practices.

In 2012, ERO Resources, Inc. completed their Baseline Documentation Report of the Property, which also documents many of the species found on the Property.

#### **b. Hunting**

Public hunting is allowed on the property per the terms of the Hunting Access Easement, which is referenced within the Conservation Easement and is attached to the Conservation Easement as an exhibit. It is the philosophy of the Landowner to practice management in a manner to improve the conditions on the Property and to maintain the populations of wildlife and domestic livestock in balance at healthy population levels.

#### **c. Habitat Types and Conditions**

The Property contains a diverse mix of native upland and riparian graminoids and forbs present in proportion to moisture availability across the landscape. These plant species are distributed across four communities, sagebrush shrubland, mixed montane forest, aspen forest, and aspen forest / riparian shrubland.

The sagebrush shrubland is common throughout the Property, as it is located within a large, continuous sagebrush community that is typical for the area. The dominant shrubs include mountain bi sagebrush with occasional rabbitbrush. Dominant herbaceous species include western yarrow, fringed sage, Arizona fescue, mountain muhly, and blue grama.

The mixed montane forest consists primarily of closed-canopy stands of Douglas-fir with lesser amounts of ponderosa pine and Englemann spruce. Shrubs and subshrubs form a conspic

uous and diverse component, which include common juniper, and western snowberry. Forbs include species adapted to mesic, shaded understories such as western yarrow and fringed sage. Graminoids in the mixed montane forest include Arizona fescue and mountain muhly.

Although they are not a climax community, aspen groves are prominent enough on the Property to warrant separate recognizing, particularly in light of their unique assemblage of understory species. Aspen forest occurs intermixed with mixed montane forest, generally on north-facing slopes. A few groves are also found in swales and drainages on the Property. A lush and diverse herbaceous layer is common in the understory of these aspen groves, with characteristic forbs and graminoids that include western yarrow, Arizona fescue, squirreltail, and mountain goldernbanner. Yellow rabbitbrush and common juniper are the most frequently encountered shrubs.

The aspen forest / riparian shrubland community is a variation of the aspen forest. However, more moisture is present in these areas leading to riparian shrubs such as thinleaf alder, and shrubby cinquefoil or the presence of wetlands. In many areas, the aspen may be present in less dense numbers or completely absent. Common forbs include western yarrow and Rocky Mountain iris. Grass and rush species are well represented and include Baltic rush, bluejoint reedgrass, western wheatgrass and Kentucky bluegrass.

No federally or state sensitive, endangered, or threatened plant species are known on the property.

Based on the site visits, two List B noxious weed species by the State occurs on the property. Canada thistle is found in small populations in moist areas, while Musk thistle is scattered along ranch roads. The Colorado Noxious Weed Act §§ 35-5.5-101 through 119, C.R.S. (2003) states that List B noxious weed species are species for which the Commissioner of Agriculture, in consultation with the state noxious weed advisory committee, local governments, and other interested parties, develops and implements state noxious weed management plans designed to stop the continued spread of these species. At this time, there is no state noxious weed management plan for Canada thistle. Until a plan for a particular species is developed and implemented by rule, all persons are recommended to manage that species.

#### **d. Wildlife Species Present on the Property**

The property provides significant wildlife habitat that supports a diversity of wildlife species. Mammals using the Property include elk, mule deer, pronghorn, black bear, mountain lion, bobcat, weasel, jackrabbit, cottontail rabbit, badger, red fox, marmot, pocket gopher, deer mouse and ground squirrel. Several hundred species of migratory and resident birds are known from this region of Colorado, and readily observed species include turkey vulture, red-tailed hawk, northern flicker, wild turkey, mountain chickadee, white-breasted nuthatch, brown creeper, and American robin. The Property also provides potential habitat Canada lynx, which is listed as a threatened species under the Endangered Species, and both potential habitat and occupied habitat for the Gunnison sage-grouse, which is a candidate for addition to the federal list of threatened and endangered species under the Endangered Species Act. The large size of the property, very good grazing practices, and linkages with surrounding Bureau of Land Management and National Forest lands contribute the overall wildlife value of the property.

#### **e. Sustainability**

The goal of the Landowner is to manage the renewable resources on the Property in such a manner that is profitable for the Landowner's agricultural business and eventual succession to heirs and maintains the overall condition of the natural resources, including wildlife habitat.

**f. Mechanical Treatments, Herbicides & Pesticides**

Landowner may conduct future large-scale management practices that impact the quality of general wildlife habitat, including but not limited to mechanical treatments and application pesticides and herbicides. Landowner may use agri-chemicals on the Property in accordance with all applicable federal, state and local laws.

**g. Timber Harvesting & Fire**

While there is forested habitat on the property, timber harvesting is prohibited except as set forth below. Trees may be cut to control insects and disease, to control invasive and non-native species, to prevent personal injury and property damage, and for domestic and agricultural uses on the Property, such as firewood and construction of buildings and fences.

**h. Construction**

Non-agricultural construction is prohibited by the Conservation Easement, with the exception of the three Building Envelopes permitted by the Conservation Easement. Structures incidental to the agricultural uses of the Property, such as fencing, sheds, water pipelines, and structures and appliances, and minor agricultural structures may be constructed anywhere on the Property.

**i. Solar and Wind Facilities**

With approval from LTUA and CPW and by the United States, Landowner may construct a limited number of minor wind, solar, and other energy generation facilities that are primarily used in conjunction with those activities permitted by the Conservation Easement. Such facilities shall be sited and constructed or placed so as not to substantially diminish or impair the Conservation Values. Construction of commercial, wind, solar and other energy generation facilities is prohibited.

**j. Changes to the Management Plan and Monitoring of the Property**

The Management Plan shall be reviewed at least every five years to address changing management concerns for wildlife and changing agricultural practices. Any revisions to the Management Plan shall be made in writing and presented to LTUA and CPW. Should CPW or LTUA find the revisions to be inconsistent with the Conservation Easement then as stated earlier, any conflict shall be resolved in favor of the Conservation Easement. A copy of the Management Plan and all revisions thereto shall be maintained on file with the Landowner, LTUA and CPW.

Nothing in this Management Plan shall prohibit the Landowner or subsequent landowners from participating in any State, Federal or private enhancement programs (such as EQUIP, CHIP, WHIP, HPP and Partners for Wildlife), provided that such programs are not inconsistent with the preservation and protection of the conservation values of the Property.

**k. Conflict Resolution**

In the event that LTUA or CPW does not approve the revisions proposed by the Landowner, or LTUA or CPW desires in the future a modification of the Management Plan that is unacceptable to the Landowner, Landowner, LTUA and CPW shall resolve the dispute in accordance with this section. Each party shall appoint a resource professional familiar with the use, activity or management issue in dispute, such as wildlife experts, range management experts, water experts or similar experts (the "Conservation Professional"), and these two Conservation Professionals shall mutually agree upon a third Conservation Professional. The three Conservation Professionals shall, by majority vote determine whether the proposed change to the Management Plan is consistent with the Conservation Easement. Any party may appeal the decision of the Conservation Professionals to a court of law, with all rights of appeal. As for the Landowner and LTUA only, if the party appealing the decision of the Conservation Professionals does not substantially prevail, such non-prevailing party shall be responsible for all reasonable costs and expenses, including attorneys' fees and expenses of the prevailing party.

WHEREFORE, the parties have agreed to this Management Plan for the Campbell Ranch on the day and year first written above.

**CAMPBELL RANCH**

  
Paul M. Campbell

THE JESS CAMPBELL FAMILY CORPORATION,  
a Colorado Corporation

By: PAUL M. CAMPBELL

Name: Paul M. Campbell

Title: Pres.

THE MANAGEMENT PLAN FOR CAMPBELL RANCH HAS BEEN  
ACKNOWLEDGED AND AGREED TO THIS 3<sup>rd</sup> DAY OF October, 2013

BY: THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

By: 

Name: Wade G. Skelton

Title: Project Manager

Reception #: 410530

Pages Recorded: 68 of 74  
Document Type: DEED

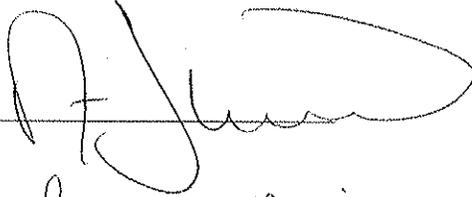
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Document Fee: \$100.00

Date Recorded: 10/4/2013 12:16:00 PM

THE MANAGEMENT PLAN FOR CAMPBELL RANCH HAS BEEN  
ACKNOWLEDGED AND AGREED TO THIS 3 DAY OF October, 2013

BY: THE LAND TRUST OF THE UPPER ARKANSAS, a Colorado nonprofit corporation

By: \_\_\_\_\_



Name: \_\_\_\_\_

Andrew J Mackie

Title: \_\_\_\_\_

Executive Director

Reception #: 410530

Pages Recorded: 69 of 74  
Document Type: DEED

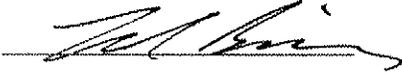
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Document Fee: \$100.00

Date Recorded: 10/4/2013 12:16:00 PM

THE MANAGEMENT PLAN FOR CAMPBELL RANCH HAS BEEN ACKNOWLEDGED  
AND AGREED TO THIS 30<sup>th</sup> DAY OF ~~SEPTEMBER~~, 2013

*OCTOBER*

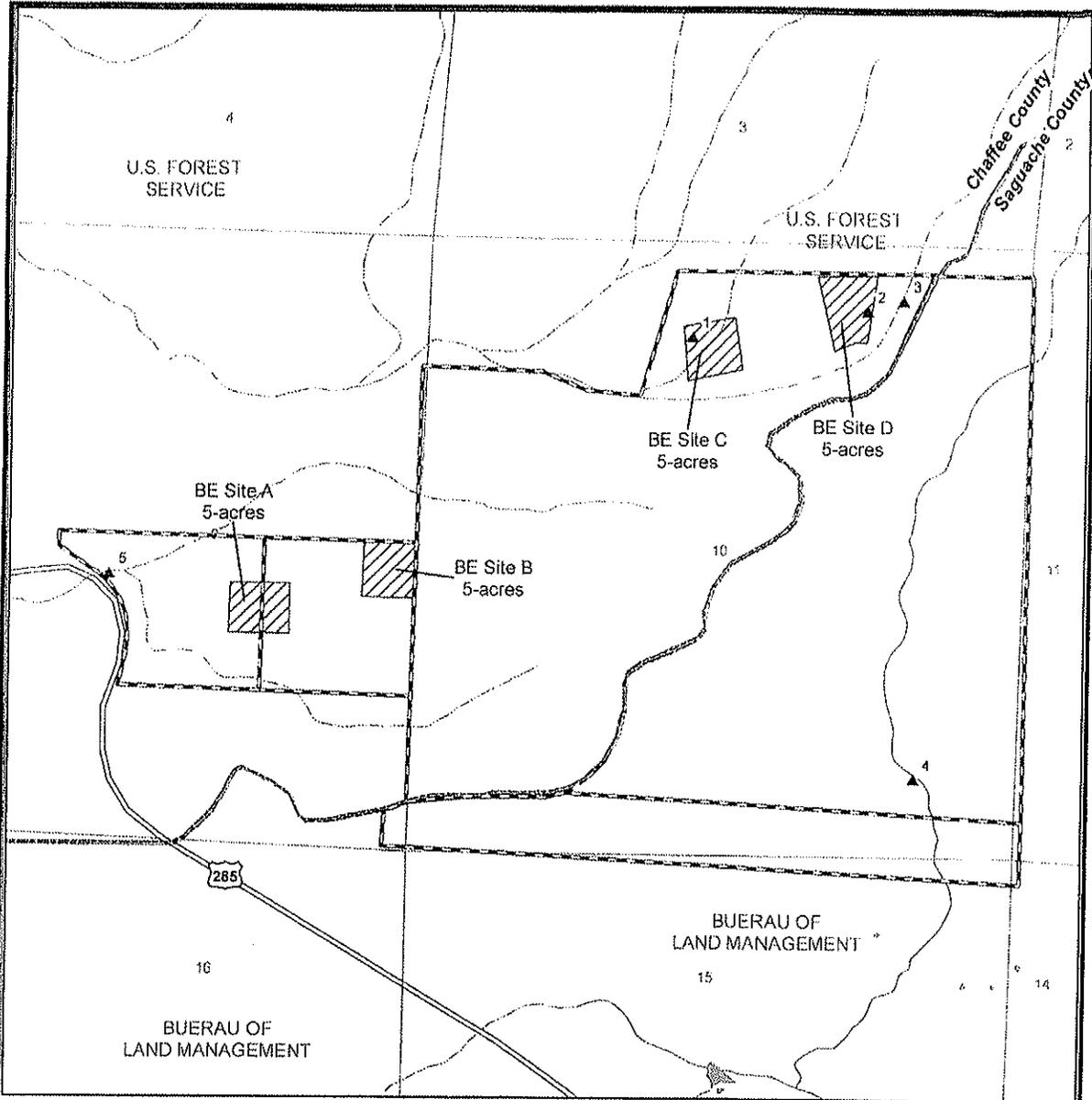
BY: THE COLORADO DIVISION OF PARKS AND WILDLIFE

By: 

Name: Chad Bishop

Title: Assistant Director, Wildlife and Natural Resources

### Exhibit G - Map --Building Envelopes and Roads

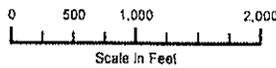


### Exhibit G: Campbell Ranch Conservation Easement

Chaffee and Saguache Counties, Colorado - T48N R8E, NM PM

**Legend**

- ▭ Campbell Ranch CE (560-acres)
- ▨ Building Envelope (BE)
- ▲ Springs
- Roads
- Counties



December 2012



**Exhibit I - Title Exceptions**  
**PARCEL I (80 acres)**

1. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862) in U.S. Patent issued February 12, 1930 and recorded November 21, 1934 in Book 181 at Page 69. (Parcels A and B)
2. Right-of-way granted to Public Service Company of Colorado in instrument recorded December 1, 1955 in Book 277 at Page 406. (Parcel A)
3. Terms and conditions as set forth in Easement Agreement recorded June 3, 1981 in Book 442 at Page 438; Corrected Easement Agreement recorded June 19, 1981 in Book 442 at Page 757. (Parcel A)
4. Terms and conditions as set forth in Electric Service contract recorded October 5, 1999 as Reception No. 306864. (Parcels A and B)
5. Terms and conditions as set forth in Charter recorded October 5, 1999 as Reception No. 306865. (Parcels A and B)
6. Terms and conditions as set forth in Easement Agreement recorded March 17, 2009 as Reception No. 379849. (Parcels A and B)
7. Terms and conditions as set forth in Amendment to Easement Agreement recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado. (Parcels A and B)
8. Easements, reservations or restrictions as shown on Survey of Section 9, Township 48 North, Range 8 East, recorded August 9, 1979 as Reception No. 194485.
9. Any loss or claims of damage occasioned by failure of fence to follow property boundary as shown on said Plats. (Parcels A and B)
10. Easements, reservations or restrictions as shown on Campbell/Frecking Boundary Survey filed September 15, 2006 as SUR 564. (Parcel A)

11. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
- a) Mountain Bell Telephone Company – filed October 2, 1981, Reception No. 211211;
  - b) Public Service Company of Colorado – filed November 2, 1981, Reception No. 211929;
  - c) Western Slope Gas Company – December 11, 1981, Reception No. 212569 and filed May 24, 1985, Reception No. 234357; (Company name amended to “Western Gas Supply Company” by certificates recorded June 27, 1988 in Book 497 at Page 103); merged with Public Service Company of Colorado per instrument recorded January 25, 1993 in Book 531 at Page 694.
  - d) Greeley Gas Company – filed November 18, 1981, at Reception No. 212196.
  - e) Letter from Utility Notification Center of Colorado disclosing local facilities access through “One Call System” recorded September 14, 1988 in Book 498 at Page 950. (Parcels A and B)

**PARCEL II (580 acres)**  
**Chaffee County**

1. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 stat.,862), as set forth in U.S. Patent issued July 27, 1926 and recorded February 24, 1969 in Book 364 at Page 786.
2. Terms and conditions as set forth in Easement Agreement recorded March 17, 2009 as Reception No. 379849 and the fact that the easement is not specifically defined by a proper legal description.
3. Terms and conditions as set forth in Amendment to Easement Agreement between Paul M. Campbell and Jess Campbell Family Corporation recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.
4. Terms and conditions as set forth in Electric Service Contract recorded October 5, 1999 as Reception No. 306864.

5. Terms and conditions as set forth in Charter recorded October 5, 1999 as Reception No. 306865.

NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:

- a) Mountain Bell Telephone Company – filed October 2, 1981, Reception No. 211211;
- b) Public Service Company of Colorado – filed November 2, 1981, Reception No. 211929;
- c) Western Slope Gas Company – December 11, 1981, Reception No. 212569 and filed May 24, 1985, Reception No. 234357; (Company name amended to “Western Gas Supply Company” by certificates recorded June 27, 1988 in Book 497 at Page 103); merged with Public Service Company of Colorado per instrument recorded January 25, 1993 in Book 531 at Page 694.
- d) Greeley Gas Company – filed November 18, 1981, at Reception No. 212196.
- e) Letter from Utility Notification Center of Colorado disclosing local facilities access through “One Call System” recorded September 14, 1988 in Book 498 at Page 950.

### **Saguache County**

6. Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 stat.,862), as set forth in U.S. Patent recorded November 6, 1926, in Book 110 at Page 523.
7. Easement Agreement between Paul M. Campbell and Jess Campbell Family Corporation recorded March 20, 2009 under Reception No. 363900.
8. Terms and conditions as set forth in Amendment to Easement Agreement between Paul M. Campbell and Jess Campbell Family Corporation recorded February 12, 2013 as Reception No. 405100 in the records of the Clerk and Recorder of Chaffee County, Colorado and recorded February 20, 2013 as Reception No. 373514 in the records of the Clerk and Recorder of Saguache County, Colorado.
9. Easement and reservation of easement as described in Warranty Deed recorded September 23, 1975 in Book 362 at Page 226.
10. Easements as set forth in Warranty Deed recorded October 19, 1977 in Book 375 at Page 81.