

**GRAZING LEASE  
AND  
OUTLOT AGREEMENT**

THIS GRAZING LEASE AND OUTLOT AGREEMENT (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of January, 2014 (the "effective date"), between **Michigan Hill Owner's Association, Inc.** ("MHOA") and **Carol Sue Carrington and Abby Gail Carrington** (the "Carringtons") on the terms and conditions set forth below.

**RECITALS**

WHEREAS, a dispute arose between the parties as to whether the Carringtons had obtained adverse possession of a parcel of real property owned by MHOA known as Outlots C and E; and

WHEREAS, the Carringtons were in need of additional grazing and pasturage land for their livestock; and

WHEREAS, MHOA has certain land adjacent to the Carringtons' real property known as the "burn pit area" that may be appropriate for the grazing and pasturage of the Carringtons' livestock; and

WHEREAS, the Carringtons wish to sell and convey any interest they have in Outlots C and E in consideration of the leasing of alternate real property owned by MHOA known as the "burn pit area", all as more particularly described herein; and

NOW THEREFORE, in consideration of the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**I. GRAZING LEASE**

A. Lease of Grazing Property. MHOA leases to the Carringtons and the Carringtons lease from MHOA the property known as the "southern burn pit area" more particularly described in Exhibit A attached hereto (the "Grazing Premises").

B. Term and Option. The lease shall commence on the above-stated effective date and shall be for a term of twenty (20) years ending December 31, 2034, or until terminated as provided herein, on the terms and conditions set forth in this Agreement.

C. Use of Grazing Premises. The Grazing Premises shall be used by the Carringtons solely and exclusively for the pasturage and grazing of cattle, horses and burros. The Carringtons shall not permit others to use the Grazing Premises for pasturage or grazing, nor permit the Carringtons' cattle, horses or burros to graze or run at large over lands not under lease. The Carringtons agree to use industry accepted, good range management and resource conservation practices. The Carringtons shall conduct all grazing operations on the Grazing Premises in a manner that protects soil fertility and forage production and does not contribute to soil erosion, over-grazing, noxious weeds or pests. The Carringtons shall not cut or damage or allow to be cut or damaged any timber or standing trees that may be upon said Grazing Premises.

Notwithstanding the foregoing, the Carringtons shall not be responsible for naturally occurring damage to timber or standing trees such as that caused by weather, livestock or wildlife. The Carringtons shall cooperate with and not impede or obstruct the non-grazing uses permitted by MHOA.

D. Tax Classification; Northern Burn Pit Area. The parties acknowledge MHOA's desire to apply for reclassification of the current tax designation of the Grazing Premises as well as the property known as the "northern burn pit area", more particularly described in Exhibit A attached hereto (the "Secondary Grazing Premises"), from residential to agricultural and that to reclassify the Secondary Grazing Premises, grazing must occur on the Secondary Grazing Premises for a consecutive two week period on an annual basis. The Carringtons agree to graze its livestock within the Secondary Grazing Premises annually for such consecutive two week period and MHOA agrees to close such Secondary Grazing Premises to its residents during such time. MHOA and the Carringtons agree to select a mutually agreeable time for such grazing annually and a minimum of 45 days prior to such use. (The Grazing Premises and Secondary Grazing Premises are hereinafter referred to collectively as the "Premises").

The Carringtons shall provide the Park County Assessor's Office with all documentation reasonably necessary to assist MHOA with reclassification of its tax designation during the lease term. The parties acknowledge that despite their efforts to reclassify the tax designation of the Premises that the decision resides solely with the Park County Assessor's Office and that reclassification of the tax designation may not occur, if at all, until at least 2016.

E. No Structures or Improvements. The Carringtons shall not erect any structures or improvements of any character upon the Premises without the prior, express, and written consent of MHOA.

F. Fences.

(1) *Initial Repair and Replacement.* MHOA shall repair and/or replace all fencing surrounding the Secondary Grazing Premises as well as that portion of the fence which borders the Grazing Premises and the remainder of the burn pit area as soon as reasonably practicable so as to enable the Carringtons to commence with grazing of its livestock as soon as reasonably possible.

(2) *Maintenance.* Following the initial repair and replacement of fencing set forth above, MHOA and the Carringtons shall maintain and make such repairs as are reasonably necessary to their respective portions of the fencing as detailed in Exhibit A attached hereto. Notwithstanding the foregoing, during the Carringtons two week grazing term of the Secondary Grazing Premises, the Carringtons shall maintain and make such repairs as are reasonably necessary to all fencing surrounding the Secondary Grazing Premises, including but not limited to, any damage caused by the Carringtons, the Carringtons' livestock, wildlife, inclement weather or natural wear and tear. The Carringtons shall also keep and maintain the remaining portion of the fence surrounding the Grazing Premises, as detailed in Exhibit A, in general repair at their convenience so as to enable continued use of such fencing by MHOA at the end of the lease term.

(3) *Removal.* The Carringtons shall not remove or relocate any fences on the Premises without the prior, express, and written consent of MHOA unless such removal is temporary and reasonably necessary to perform maintenance.



(4) Record Condition. MHOA and/or the Carringtons will photograph the current state and condition of all fencing surrounding the Premises prior to initial livestock grazing. Such photographs shall be reviewed, dated and initialed by the parties, attached to this Agreement and incorporated herein by this reference.

G. Existing Uses. This Agreement is subject to any and all existing leases, licenses, easements, rights-of-way and other interests in or uses of the Premises, including but not limited to, storage of MHOA's road grader and use of the burn pit located on the Secondary Grazing Premises for burning slash, provided such use shall not unreasonably interfere with the Carringtons' use of the Premises as further set forth herein. Without limiting the generality of the foregoing sentence, MHOA hereby reserves:

(1) the right to erect and use residential and other structures and their appurtenances and exclude livestock from such immediate areas within the Secondary Grazing Premises provided such right shall not unreasonably interfere with the Carringtons' use of the Premises as further set forth herein;

(2) the right of MHOA to grant any easement upon, over or across all or any portion of the Premises provided such right shall not unreasonably interfere with the Carringtons' use of the Premises as further set forth herein; and prior to MHOA exercising such right, MHOA shall consult with the Carringtons to ensure reasonable and adequate protection of their grazing interests exist;

(3) the right to put the Secondary Grazing Premises to additional uses other than grazing by granting additional leases, permits, access or rights to the Secondary Grazing Premises or any portion thereof, including but not limited to hunting, at any time and for any purpose which does not materially and adversely affect the Carringtons' use of the Secondary Grazing Premises;

(4) the right to access the Premises at all time by employees and agents of MHOA, subject to prior approval from MHOA and three (3) days prior notice to the Carringtons when accessing the Grazing Area and when accessing the Secondary Grazing Area while closed as set forth in Paragraph I.D. above.

(5) all rights, privileges and uses of every kind or nature not specifically granted to the Carringtons by this Agreement.

H. Labor and Materials. The Carringtons shall pay in full for all materials furnished and/or labor performed on the Premises and done at the Carringtons' instance or request, and will not permit or suffer any mechanics' liens or material suppliers' liens of any kind or nature to be enforced against the Premises for any such labor or materials furnished on the Premises.

I. Indemnification. The Carringtons shall indemnify MHOA from and against any and all liability, cost, and expense for loss of or damage to property, and for injuries to or deaths of persons arising directly or indirectly from the use of the Premises by the Carringtons. The Carringtons shall, during the lease term, maintain comprehensive general liability insurance covering the Carringtons' activities on the Premises in an amount not less than \$300,000.00, shall name MHOA as an additional insured on such policy and provide MHOA with a certificate of such insurance. MHOA shall not be responsible for consequential damages.

J. Termination. In spite of anything elsewhere contained in this Agreement, lease of the Premises may be terminated by the Carringtons on 60 days written notice delivered to MHOA at the address listed in Paragraph III.C. and shall automatically terminate in the event the Carringtons sell all or substantially all of their interest in their real property known as High Plains Ranch, located at 38037 Highway 285, Jefferson, Colorado.

K. Assignment or Sublease. Grazing of the Premises is intended exclusively for the benefit of the Carringtons and their business known as Highplains Ranch, Inc. Accordingly, neither the Carringtons nor Highplains Ranch, Inc. shall sublease all or any part of the Premises, or assign this Agreement, without the prior, express, and written consent of MHOA; and in the event that either the Carringtons or Highplains Ranch, Inc. do sublease the Premises or part of the Premises or assign this Agreement, such sublease or assignment shall be void unless MHOA has given its prior, express, and written consent.

L. Surrender of Premises. The Carringtons shall, at the termination of this Agreement, vacate the Premises, leaving them in the same condition they were in at the time of entry on such Premises under this Agreement and upon vacating shall leave the Premises free and clear of all rubbish and debris.

M. FED Action Upon Default. If the Carringtons shall default in any of the covenants or agreements contained herein and fail to cure such default within sixty (60) days of receipt of written notice of such default which notice shall be deemed received three (3) days following mailing of the same, it shall and may be lawful for MHOA, at MHOA's election, to declare any lease term ended and to reenter the Premises in accordance with Colorado Revised Statutes §13-40-101 *et seq.* If at anytime said lease term shall be ended as aforesaid or in any other way, the Carringtons covenant and agree to peaceably surrender and deliver up said Premises immediately upon the termination of said lease term, and if the Carringtons shall remain in possession of the Premises after the termination thereof, the Carringtons shall be deemed guilty of forcible detainer under the statute and shall be subject to eviction and removal.

N. Compliance with Rules and Laws. The Carringtons shall comply with all rules set forth herein and all laws, ordinances, regulations, rules and orders of appropriate governmental authorities. The Carringtons shall not maintain, commit, or permit the maintenance or commission of any hazard or nuisance on or near the Premises. The Carringtons shall not take any action or fail to take action that causes in part or in full any damage to the Premises or any real or personal property owned by MHOA or owned by any third party in the vicinity of the Premises.

## **II. OUTLOT AGREEMENT**

A. Consideration for Lease of Grazing Premises. Upon execution of this Agreement, the Carringtons shall execute three Bargain and Sale Deeds, substantially in the form attached hereto as Exhibit B, conveying any interest they may have in that portion of Outlots C and E, Lot 256 and Lot 257, upon which the old rancher's fence presently encroaches as more fully set forth in Exhibit C as Parcels A, B, and C, as full consideration for the right to lease the Premises from MHOA. The Carringtons acknowledge that it is their intention that conveyance of the foregoing interests is intended as a full and complete disclaimer in MHOA property based upon adverse possession or any other claim.



B. Conveyance to Carringtons. Upon execution of this Agreement, MHOA shall execute a Bargain and Sale Deed, substantially in the form attached hereto as Exhibit D, conveying any interest MHOA may have in that portion of the Carringtons' real property upon which the old rancher's fence presently encroaches as more fully set forth in Exhibit D as Parcel D. MHOA acknowledges that it is MHOA's intention that conveyance of the foregoing interest is intended as a full and complete disclaimer in the Carringtons' property based upon adverse possession or any other claim.

C. Fencing. MHOA shall be responsible for locating the platted eastern boundary line of Outlots C and E and installing a four-strand barbed-wire fence with tee posts and wooden corner posts. MHOA may complete such fencing at any time and at its convenience but shall coordinate the installation of such fencing with the Carringtons so as to address safety concerns for their livestock. The Carringtons shall be responsible for maintenance of the fencing of Outlots C and E once installed by MHOA as well as all other fencing located between MHOA property and the Carringtons' property subject to Paragraph I.F.(2) above.

D. Subsequent Actions. The parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

### III. MISCELLANEOUS

A. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, successors and assigns and tenants, if any, of the parties hereto.

B. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, executors, successors, and assigns.

C. Attorney Fees. In the event either MHOA or the Carringtons shall bring suit to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this Agreement, the prevailing party shall be entitled to recover from the other party costs and reasonable attorneys' fees.

D. Notice. All notices, requests and consents required to be in writing shall be deemed to have been given to the Carringtons when delivered in person or two (2) days after deposit with the United States Postal Service, postage prepaid and addressed as stated below:

MHOA:  
Michigan Hill Owner's Association, Inc.  
P.O. Box 123  
Jefferson, CO 80456

The Carringtons:  
Carol and/or Abby Carrington  
P.O. Box 202  
Jefferson, CO 80456

E. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

F. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

G. Effect of Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

H. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

I. Modification to Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

J. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

L. Consultation and Construction. The parties expressly state that they have consulted their respective attorneys concerning all portions of this Agreement and have been fully advised by their attorneys with respect to their rights and obligations hereunder, or have voluntarily chosen not to do so. Each party has cooperated in the preparation of this Agreement, and therefore, any construction of the intent of the parties or language hereof to be made by a court of law shall not be construed against any of the parties.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the date first above set forth.

MICHIGAN HILL OWNER'S ASSOCIATION,  
INC., a Colorado non-profit corporation

By: 

Larry McClymonds, President

THE CARRINGTONS:



Carol Sue Carrington

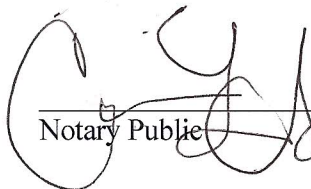
  
Abby Gail Carrington

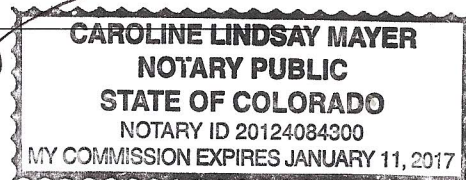


STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of JANUARY, 2013<sup>14</sup>,  
by Larry McClymonds as President of the Michigan Hill Owner's Association, Inc.

Witness my hand and official seal.  
My commission expires:

  
Notary Public

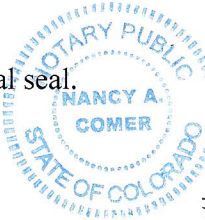


STATE OF Colorado )  
 ) ss.  
COUNTY OF Park )

The foregoing instrument was acknowledged before me this 16 day of December, 2013,  
by Carol Sue Carrington.

Witness my hand and official seal.  
My commission expires:

2/11/2014



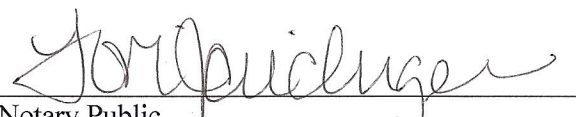
  
Notary Public

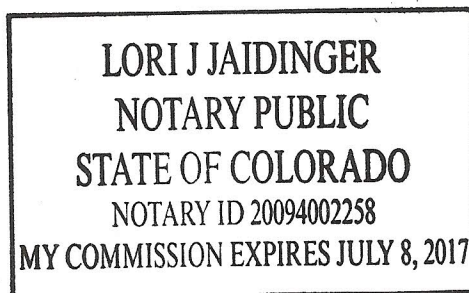
STATE OF Colorado )  
 ) ss.  
COUNTY OF Park )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Dec, 2013,  
by Abby Gail Carrington.

Witness my hand and official seal.

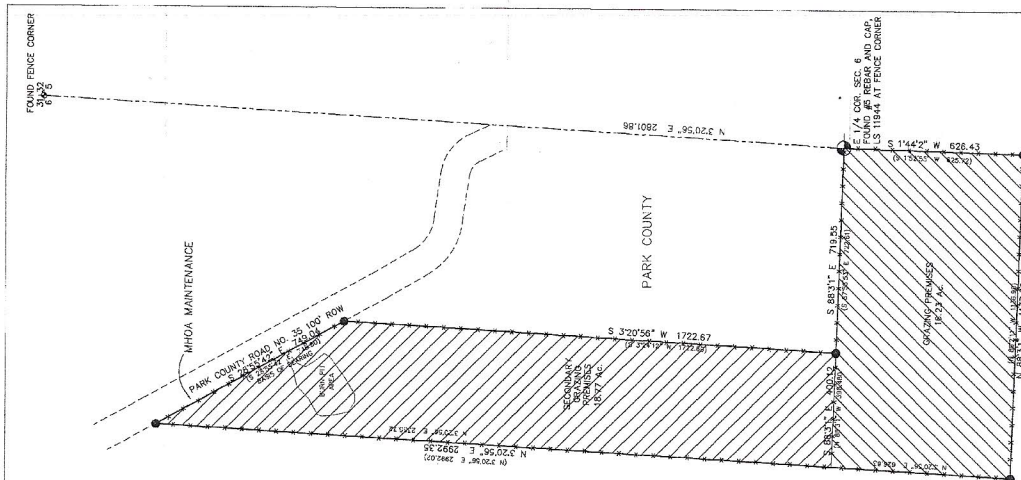
My commission expires: 7/8/2017

  
Notary Public

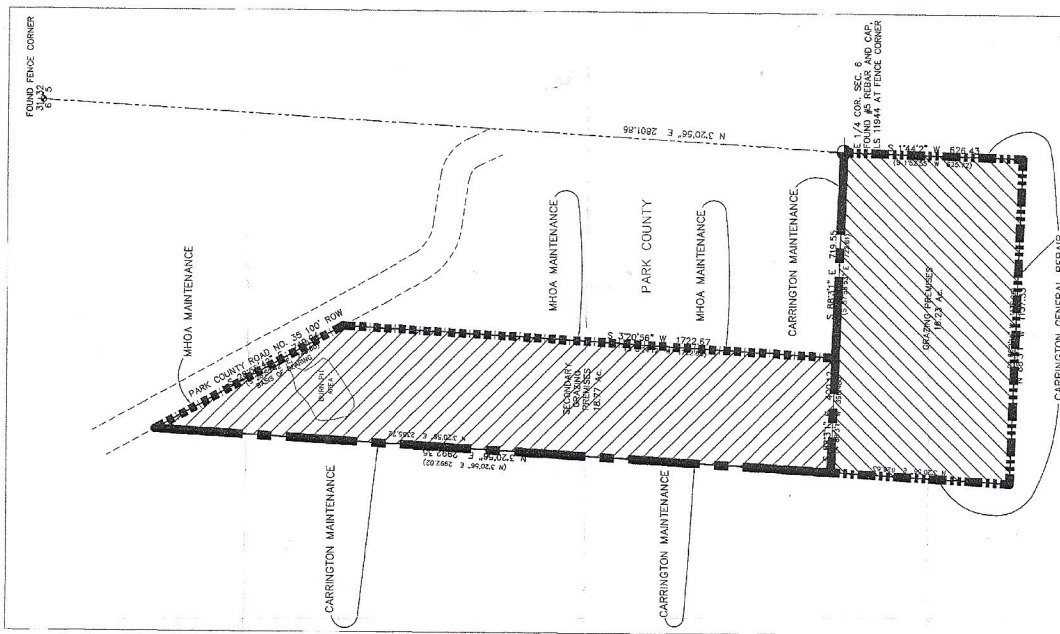


## LEGEND

- INDICATES FOUND #5 REBAR AND CAP, LS 11944  
■ INDICATES SET NO. 5 REBAR WITH  
1 1/2" ALUM. CAP, LS 11944  
( ) INDICATES FIELD MEASUREMENTS UNLESS  
OTHERWISE NOTED.  
ALL TIES ARE PERPENDICULAR TO PROPERTY LINES  
X— EXISTING FENCES



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## LIMITATIONS OF ACTIONS AGAINST 1 AND SURVIVORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

PROPERTY DESCRIPTION  
GRAZING PREMISES

BE BEGINNING AT THE E1/4 CORNER OF SEC. 6, THENCE S014°02'W ALONG AN EXISTING FENCE FOR A DISTANCE OF 626.45', THENCE N68°03'01"W FOR A DISTANCE OF 1137.43' THENCE N03°20'56"E FOR A DISTANCE OF 626.63', THENCE S89°03'01"E FOR A DISTANCE OF 400.12' A POINT OF BEGINNING, THENCE S89°03'01"E FOR A DISTANCE OF 400.12' TO THE E1/4 CORNER OF SAID SECTION 6, THE POINT OF BEGINNING, CONTAINING 18.23 ACRES,

PROPERTY DESCRIPTION  
SECONDARY GRADING PREMISES

TRACT OF LAND BEING LOCATED IN PART OF THE E1/2 OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 75 WEST THE 6th P.M., COUNTY OF PARK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SEC. 6, THENCE N80D30'01"W. FOR A DISTANCE OF 719.95' TO THE POINT OF BEGINNING, THENCE N80D30'01"W. FOR A DISTANCE OF 235.67' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PARK COUNTY ROAD NO. 35, THENCE S35D45'42"E. ALONG SAID SOUTHERLY R.O.W. FOR A DISTANCE OF 749.04', THENCE S03D30'56"W. FOR A DISTANCE OF 1722.67' TO THE POINT OF BEGINNING. CONTAINING 18.77 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE FORESTATEMENT HEREON, SAID STATEMENT BEING THE ONLY UNWRITTEN PERSON OR ENTITY WITHOUT AN EXPRESSLY EXPRESSED RESTRICTION BY THE SURVEYOR NAMED OR IDENTIFIED IN THE FORESTATEMENT. THE PROFESSIONAL LAND SURVEYOR OF THE STATE OF COLORADO DO HEREBY CERTIFY TO MICHIGAN BARRETT, AERIS ASSOC. THAT THE PLAT AND SURVEY OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT RESPECTIVE SUPERVISION AND CHECKING, IN STRICT COMPLIANCE WITH COLORADO STATUTES, AND THAT BOTH THE SURVEY AND PLAT ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

EXPIRATION DATE: 11/19/2013

**NOTICE:** ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IF NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

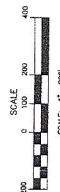
DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ M.,  
 IN BOOK \_\_\_\_\_ OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS  
 RIGHT-OF-WAY SURVEYS AT PAGE \_\_\_\_\_ AT RECEPTION

NOTES:  
1. THE BASIS OF BEARING IS THE PLATTED BEARING OF THE NORTHEASTERLY LINE OF THIS TRACT AS BEING 28°55'42" E, WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.  
2. CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.

FOR PURPOSE OF THIS SURVEY IS NOT TO SET THE PROPERTY CORNERS.  
ALL MEASUREMENTS OF LENGTHS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.  
ALL MEASUREMENTS OF ANGLES ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.  
THIS CERTIFICATION OF THIS SURVEY IS MADE AT THE DATE OF CERTIFICATION, AND DOES NOT IMPLY ANY WARRANTY FOR THE SALE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT IMPLY ANY WARRANTY FOR THE SURVEYOR'S STATEMENT OF THE SURVEYOR'S NAME, ADDRESS, OR ANY OTHER PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.  
IF ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE.

TITLE COMMITMENT NOTES-

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY JURNETT LAND SURVEYING, INC., AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.



## LAND SURVEY PLAT

PT. OF SEC. 6. T.8S. R.75W. 6th P.M.

PARK COUNTY, COLORADO

SECTION 6, T.6S., R.75W. OF THE 6TH P.M.  
DISTRICT 1 AND

BORNELL LAND  
SURVEYING, INC.

P.O. BOX 1953, 351 HWY 283, STE 104  
FAIRPLAY, COLORADO 80440  
(719) 838-1435



EXHIBIT B

Once recorded return to:  
The Hulbert Law Office, LLC  
P.O. Box 7278  
Breckenridge, CO 80424

BARGAIN AND SALE DEED  
(per 38-30-115, C.R.S.)

KNOW ALL BY THESE PRESENTS, that **CAROL SUE CARRINGTON**, and **ABBY GAIL CARRINGTON** ("Grantors"), whose address is P.O. Box 202, Jefferson, County of Park, State of Colorado, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to **MICHIGAN HILL OWNER'S ASSOCIATION, INC.** ("Grantee"), whose address is P.O. Box 123, Jefferson, County of Park, State of Colorado, the following real property in the County of Park, State of Colorado, to wit:

A TRACT OF LAND BEING LOCATED IN PART OF THE NW1/4 OF SECTION 7 AND A PART OF THE SW1/4 OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 75 WEST OF THE 6th P.M., COUNTY OF PARK, STATE OF COLORADO, AND ALSO BEING LOCATED IN A PART OF OUTLOT C, MICHIGAN HILL, FILING NO. 2, AND A PART OF OUTLOT D, MICHIGAN HILL, FILING NO. 3, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SEC. 8 AND SEC. 7, THENCE S64°57'05"W FOR A DISTANCE OF 1627.26' TO A POINT OF INTERSECTION OF THE EAST LINE OF LOT 257 AND THE NORTH-SOUTH FENCE LINE, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID NORTH-SOUTH FENCE LINE FOR THE FOLLOWING COURSES, N00°12'55"E FOR A DISTANCE OF 256.72', THENCE N00°06'52"W FOR A DISTANCE OF 815.48', THENCE N00°04'13"E FOR A DISTANCE OF 770.99', THENCE N58°48'34"E FOR A DISTANCE OF 10.82', THENCE N85°54'16"E FOR A DISTANCE OF 47.80', THENCE S89°41'19"E FOR A DISTANCE OF 83.85', TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID OUTLOT C, THENCE S00°49'51"W ALONG THE EAST LINE OF OUTLOT C AND THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 8 FOR A DISTANCE OF 30.42' TO THE 1/4 CORNER COMMON TO SECTIONS 6 & 7, THENCE S00°20'14"E ALONG SAID EAST LINE OUTLOT C FOR A DISTANCE OF 576.85' TO THE NE CORNER OF SAID OUTLOT E, THENCE S00°20'14"E ALONG THE EAST LINE OF SAID OUTLOT E FOR A DISTANCE OF 2071.41' TO THE SE CORNER OF SAID OUTLOT E, THENCE N89°02'39"W ALONG THE SOUTH LINE OF SAID OUTLOT E FOR A DISTANCE OF 159.34' TO A POINT OF INTERSECTION WITH A NORTH-SOUTH FENCE LINE, THENCE N00°21'51"E ALONG SAID NORTH-SOUTH FENCE LINE FOR A DISTANCE OF 100.03', TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 256, MICHIGAN HILL, FILING NO. 3, THENCE S89°02'39"E ALONG THE SOUTH LINE OF SAID LOT 256 FOR A DISTANCE OF 5.08' TO THE SE CORNER OF SAID LOT 256, THENCE N00°20'14"W ALONG THE EAST LINE OF SAID LOTS 256 AND 257 FOR A DISTANCE OF 827.27' TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH FENCE LINE, THE POINT OF BEGINNING. CONTAINING 9.051 ACRES, MORE OR LESS.

with all its appurtenances and further warrants the title against all persons claiming under Grantors.

Signed this 23 day of December, 2013.

GRANTORS:

Carol Carrington

Carol Sue Carrington

Abby Gail Carrington

Abby Gail Carrington

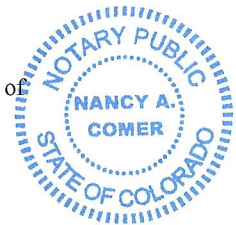
STATE OF COLORADO )  
COUNTY OF Park )ss:

The foregoing instrument was acknowledged before me on the 16 day of December, 2013 by Carol Sue Carrington.

Witness my hand and official seal.

My commission expires: 2/11/2014

Nancy A. Comer  
Notary Public



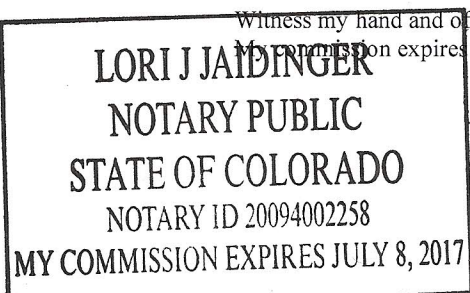
STATE OF COLORADO )  
COUNTY OF Park )ss:

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of Dec, 2013 by Abby Gail Carrington.

Witness my hand and official seal.

My commission expires: 7/08/17

Lori J. Jaiderger  
Notary Public



Once recorded return to:  
The Hulbert Law Office, LLC  
P.O. Box 7278  
Breckenridge, CO 80424

**BARGAIN AND SALE DEED**  
(per 38-30-115, C.R.S.)

KNOW ALL BY THESE PRESENTS, that **CAROL SUE CARRINGTON**, and **ABBY GAIL CARRINGTON** ("Grantors"), whose address is P.O. Box 202, Jefferson, County of Park, State of Colorado, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to **SALLIE BAKER** ("Grantee"), whose address is P.O. Box 104, Jefferson, County of Park, State of Colorado, the following real property in the County of Park, State of Colorado, to wit:

A TRACT OF LAND BEING LOCATED IN PART OF THE NW1/4 OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 75 WEST OF THE 6th P.M., COUNTY OF PARK, STATE OF COLORADO, AND ALSO BEING LOCATED IN A PART OF LOT 256, MICHIGAN HILL, FILING NO. 3, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SEC. 6 AND SEC. 7, THENCE S03°01'56"W FOR A DISTANCE OF 2552.03' TO THE SE CORNER OF SAID LOT 256, SAID CORNER BEING THE POINT OF BEGINNING, THENCE N88°02'38"W ALONG THE SOUTH LINE OF LOT 256 FOR A DISTANCE OF 8.09' TO A POINT OF INTERSECTION WITH A NORTH-SOUTH RUNNING FENCE LINE, THENCE N00°08'23"E ALONG SAID NORTH-SOUTH FENCE LINE FOR A DISTANCE OF 644.62' TO A POINT ON THE NORTHERLY LINE OF SAID LOT 256, THENCE S80°40'30"E ALONG SAID NORTH LINE OF LOT 256 FOR A DISTANCE OF 2.76' TO THE NE CORNER OF SAID LOT 256, THENCE S00°20'14"E FOR A DISTANCE OF 644.32' TO THE SE CORNER OF SAID LOT 256, THE POINT OF BEGINNING. CONTAINING 0.080 ACRES, MORE OR LESS.

with all its appurtenances and further warrants the title against all persons claiming under Grantors.

Signed this 23 day of December, 2013.

GRANTORS:

Carol Sue Carrington

Carol Sue Carrington

Abby Gail Carrington

Abby Gail Carrington

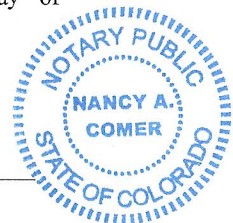
STATE OF COLORADO )  
COUNTY OF Park )ss:

The foregoing instrument was acknowledged before me on the 16 day of December, 2013 by Carol Sue Carrington.

Witness my hand and official seal.

My commission expires: 2/1/2014

Nancy A. Comer  
Notary Public



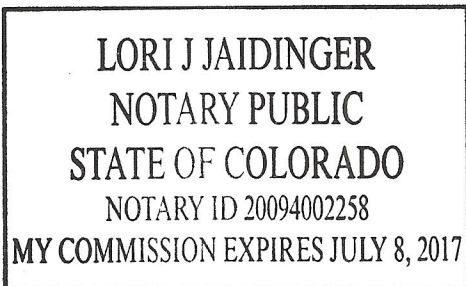
STATE OF COLORADO )  
COUNTY OF Park )ss:

The foregoing instrument was acknowledged before me on the 23rd day of Dec, 2013 by Abby Gail Carrington.

Witness my hand and official seal.

My commission expires: 7/8/17

Lori J. Jaidinger  
Notary Public





Once recorded return to:  
The Hulbert Law Office, LLC  
P.O. Box 7278  
Breckenridge, CO 80424

**BARGAIN AND SALE DEED**  
(per 38-30-115, C.R.S.)

KNOW ALL BY THESE PRESENTS, that **CAROL SUE CARRINGTON**, and **ABBY GAIL CARRINGTON** ("Grantors"), whose address is P.O. Box 202, Jefferson, County of Park, State of Colorado, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to **PATTI STEELMAN** ("Grantee"), whose address is 3982 So. Sable Circle, Aurora, County of Arapahoe, State of Colorado, the following real property in the County of Park, State of Colorado, to wit:

A TRACT OF LAND BEING LOCATED IN PART OF THE NW1/4 OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 75 WEST OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, AND ALSO BEING LOCATED IN A PART OF LOT 257, MICHIGAN HILL, FLUNG NO. 3, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SEC. 8 AND SEC. 7, THENCE S04°10'07"W FOR A DISTANCE OF 1909.20' TO THE SE CORNER OF SAID LOT 257, SAID CORNER BEING THE POINT OF BEGINNING, THENCE N80°40'30"W ALONG THE SOUTH LINE OF LOT 257 FOR A DISTANCE OF 2.78' TO A POINT OF INTERSECTION WITH A NORTH-SOUTH RUNNING FENCE LINE, THENCE N00°08'23"E ALONG SAID NORTH-SOUTH FENCE LINE FOR A DISTANCE OF 0.41', THENCE N00°12'55"E FOR A DISTANCE OF 282.08' TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 257, THENCE S00°20'14"E ALONG THE SAID EAST LINE LOT 257 FOR A DISTANCE OF 282.85' TO THE SE CORNER OF SAID LOT 257, THE POINT OF BEGINNING. CONTAINING 0.009 ACRES, MORE OR LESS.

with all its appurtenances and further warrants the title against all persons claiming under Grantors.

Signed this 23 day of December, 2013.

GRANTORS:

Carol Carrington

Carol Sue Carrington

Abby Gail Carrington

Abby Gail Carrington

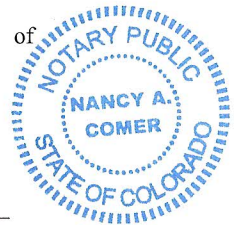
STATE OF COLORADO )  
 )ss:  
COUNTY OF Park )

The foregoing instrument was acknowledged before me on the 16 day of December, 2013 by Carol Sue Carrington.

Witness my hand and official seal.

My commission expires: 2/11/2014

Nancy A. Comer  
Notary Public



STATE OF COLORADO )  
 )ss:  
COUNTY OF Park )

The foregoing instrument was acknowledged before me on the 23rd day of Dec, 2013 by Abby Gail Carrington.

Witness my hand and official seal.

My commission expires: 7/8/2017

Lori J. Jaiderger  
Notary Public

**LORI J JAIDINGER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20094002258  
MY COMMISSION EXPIRES JULY 8, 2017

SURVEYING, INC.		PREPARED FOR:	
P.O. BOX 1465, 9631 HWY 206, STE 104		SCALE: 1"= 200'	
CLARK COUNTY, MISSISSIPPI		DRAWN BY: E.O.	
CLARK COUNTY GEO 58440			
(719) 535-1455			JOB NO. 2013-109

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EXHIBIT D

Once recorded return to:  
The Hulbert Law Office, LLC  
P.O. Box 7278  
Breckenridge, CO 80424

**BARGAIN AND SALE DEED**  
(per 38-30-115, C.R.S.)

KNOW ALL BY THESES PRESENTS, that **MICHIGAN HILL OWNER'S ASSOCIATION** ("Grantor"), whose address is P.O. Box 123, Jefferson, County of Park, State of Colorado, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to **CAROL SUE CARRINGTON** and **ABBY GAIL CARRINGTON** ("Grantees"), whose address is P.O. Box 202, Jefferson, County of Park, State of Colorado, not in tenancy in common but in joint tenancy, the following real property in the County of Park, State of Colorado, to wit:

A TRACT OF LAND BEING LOCATED IN PART OF THE SE1/4 OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 75 WEST OF THE 6th P.M., COUNTY OF PARK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SEC. 8 AND SEC. 7, THENCE N00°49'51"E ALONG THE EAST LINE OF THE EAST LINE OF OUTLOT C, MICHIGAN HILL, FILING NO. 2 FOR A DISTANCE OF 30.42' TO A POINT OF INTERSECTION WITH AN EAST-WEST FENCE LINE, SAID POINT BEING THE POINT OF BEGINNING, THENCE N00°49'51"E CONTINUING ALONG THE SAID EAST LINE OF SAID OUTLOT C FOR A DISTANCE OF 631.07' TO THE NE CORNER OF SAID OUTLOT C, THENCE N00°49'51"E FOR A DISTANCE OF 0.49' TO A POINT ON AN EAST-WEST FENCE LINE, THENCE S89°31'42"E ALONG SAID EAST-WEST FENCE LINE FOR A DISTANCE OF 88.56', THENCE S00°50'28"E ALONG A NORTH-SOUTH FENCE LINE FOR A DISTANCE OF 830.98', THENCE N89°41'19"W ALONG AN EAST-WEST FENCE LINE FOR A DISTANCE OF 88.95' TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID OUTLOT C, THE POINT OF BEGINNING. CONTAINING 1.127 ACRES, MORE OR LESS.

with all its appurtenances and further warrants the title against all persons claiming under Grantor.

Signed this 2nd day of January, 2014

GRANTOR:

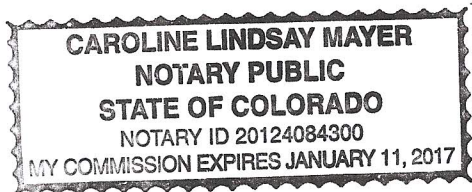
MICHIGAN HILL OWNER'S  
ASSOCIATION, a Colorado non-profit  
corporation

By: Larry McClymonds  
Larry McClymonds, President

STATE OF COLORADO )  
 )ss:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me on the 2nd day of January, 2014 by Larry McClymonds as President of the Michigan Hill Owner's Association.

Witness my hand and official seal.  
My commission expires: 01/11/17



[Signature]  
Notary Public