

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement is made this 15<sup>th</sup> day of February, 2000 by Joseph W. Harper and Patricia A. Harper, whose address is 2420 Ponderosa Hill Road, Lyons, CO 80540 hereinafter referred to as "Grantors", and the Board of County Commissioners, County of Larimer, State of Colorado, a body politic and corporate, having an address of 200 West Oak Street, Fort Collins, CO 80521, hereinafter referred to as "Grantee" with the understanding that this Deed of Conservation Easement will be assigned to the Larimer Land Trust, a Colorado nonprofit corporation, having an address of 2629 Redwing Road, Suite 300, Fort Collins, Colorado 80526 as further described in Paragraph 16 below.

RECITALS:

- A. Grantors are the owners in fee simple of certain real property in Larimer County, Colorado, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").
- B. The property possesses natural, scenic, open space, wildlife, aesthetic, ecological and environmental values (collectively, the "Conservation Values") of great importance to Grantor, the Grantee, the people of Larimer County and the people of the State of Colorado which are worthy of protection in perpetuity. Grantor and Grantee recognize that economic development of the Property would have an adverse impact on and greatly impair these conservation values.
- C. The Property is an important parcel within the larger Blue Mountain Conservation Project Area and provides a strategic scenic, open space and wildlife habitat connection to other conservation areas.
- D. The specific Conservation Values of the Property are documented in an inventory of relevant features of the Property on file at the offices of the Grantee and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.
- E. Grantors intend that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this grant, that do not significantly impair or interfere with those values.
- F. Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.
- G. Grantee is a governmental entity within the meaning and intent of CRS 38-30.5-104(2).
- H. Grantee agrees by accepting this grant to honor the purposes stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

*Joseph W. Harper*  
2/17/00

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NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular CRS 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic and open space condition, to preserve and protect in perpetuity the wildlife, aesthetic, ecological, historic and environmental values and characteristics of the Property, and except as specifically set forth herein, to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property to that which exists on the date of this grant.
2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
  - a. To preserve and protect the Conservation Values of the Property;
  - b. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this easement; provided that such entry shall be upon prior reasonable notice to the Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
  - c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
3. Prohibited Uses. The following activities and uses are expressly prohibited within the Conservation Easement area:
  - a. No right of access by the general public to any portion of the Property is conveyed by this Easement.
  - b. Motorized vehicular use, except for emergency use for fire, police or medical purposes anywhere on the Property other than existing roads and driveways except for the building and maintenance of fences. For all purposes herein, the term "motorized vehicular use" shall include cars, trucks, snowmobiles, motor bikes, motorcycles, all terrain vehicles, and any device on wheels which is powered by any type of motor or engine, except motorized mower.
  - c. Existing fences may be maintained and new fences may be constructed to manage horses, wildlife or mark property boundaries. Said fences shall be of wood or barless (smooth) wire only.
  - d. Livestock shall be limited to horses only and shall be limited to a total of four on the Property at any one time. It is the Grantor's belief that the Property cannot adequately sustain more than four. No other stock may be kept.

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- e. No additional structures of any kind may be built on the Property and no additions to existing structures may be permitted. There shall be no restrictions on the remodeling of the interiors of existing structures. No house trailers or mobile homes shall be permitted on the property for the purpose of additional residences or storage. Storage and parking of unoccupied recreational vehicles such as motorhomes and trailers shall be permitted.
- f. There can be no partition, physical division or de facto subdivision of the Property. It shall remain in its entirety as described in Exhibit A.
- g. Any disturbance of natural features by means of grading, excavation or filling.
- h. Surface and subsurface mining, quarrying, extraction and/or removal of rock, oil, natural gas, fuel or any mineral substance. For the purposes hereunder, this prohibition shall include but is not limited to removal of soil, sand, gravel and rock.
- i. Removal or destruction of any vegetation, trees or shrubs, except when such removal is determined by a fire protection agency to be necessary for fire control or mitigation, or for control of noxious weeds and diseases. Dead and downed trees may be harvested for firewood or fencing benefiting the Property. No commercial timber harvesting shall be permitted.
- j. Collections of inoperable vehicles, farm equipment or machinery.
- k. Dumping of soil, trash, refuse, waste or other materials.
- l. Construction of roads or trails.
- m. Lighting, billboards, advertising, or other signage, except "No Trespassing" or "Private Property" signs along the Property boundaries.
- n. No commercial or industrial uses shall be permitted on the Property.
- o. No cultivation or tillage shall be permitted on the Property.
- p. There shall be no target shooting on the Property.
- q. There shall be no hunting or trapping on the Property of any animals, predatory or otherwise. It is the Grantor's intent to include protection of coyotes, prairie dogs and any other animals considered to be nuisances by the general public. This restriction is not intended to preclude the trapping of mice or rats in the existing home or outbuilding nor to prohibit the killing of rattlesnakes in the event of imminent personal danger.
- r. Rock climbing, discharge of firearms, use of any explosives or fireworks, or other activities which would be harmful or disruptive to native wildlife and plant species. The foregoing shall not preclude hiking on the Property by the Grantor and family or invited guests.

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- s. Subject to the power of eminent domain, no new easements for the purposes of access and/or utilities shall be granted by Grantor.

4. Reserved Rights of Grantors. Grantors reserve to themselves, and to their personal representatives, heirs, successors, grantees and assigns all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Grantor further retains the right to sell or otherwise transfer the Property to a party or parties of Grantor's choice, and the right to honor existing access and utility easements across the Property.
5. Enforcement. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Deed. Grantee may enter the Property for the purpose of inspection for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall restore the Property to its condition prior to the violation. Grantee may, at its discretion, take appropriate legal action if, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

In the event that there are any violations of this grant by persons other than Grantor, Grantee may, but is not obligated to take appropriate legal action against any such violators without necessity of Grantor joining in or consenting to such enforcement procedures. This provision is merely a recognition that the Grantee has legal standing to take such action as a benefited party to the covenants contained herein, but the same shall not relieve Grantor from any duties hereunder to comply with the terms and covenants herein contained.

6. Costs of Enforcement. In the event that either party to this grant shall commence proceedings against the other party to enforce the terms and covenants herein contained, the prevailing party in any such enforcement procedures shall be awarded its costs incurred therein, including but not limited to costs of suit, reasonable attorney's fees, expert witness fees and costs of restoration.
7. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
8. Waiver of Certain Defenses. Grantor hereby waives any defenses of laches, estoppel, or prescription.

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9. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
10. Access. No right of access by the general public to any portion of the property is conveyed by this Easement.
11. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
12. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish grantee with satisfactory evidence of payment upon request. Grantee is authorized but not obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without the need to inquire into the validity of the taxes or the accuracy of the bill, statement, or estimate. The obligation created by such payment shall bear interest until paid by Grantor at the lesser of the prime rate of interest from time to time charged by Norwest Bank of Denver or the maximum rate allowed by law.
13. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and The County Commissioners, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively called "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act or omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.
14. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, condemnation or other involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with paragraph 15 below. Grantee shall use all

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such proceeds in a manner consistent with the conservation purposes of this grant and as is permitted by statute.

15. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the 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.
16. Assignment. Parties acknowledge that Grantee's interest in this Easement shall be assigned to Larimer Land Trust within sixty (60) days of the date of execution. Larimer Land Trust is a publicly supported, tax-exempt nonprofit organization formed in 1993, qualified under Sections 501©(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is to facilitate the acquisition and preservation of environmentally sensitive areas, critical wildlife habitat, and other lands which are important for the enrichment of present and future generations. This Easement is further transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) authorized to acquire and hold conservation easements under Colorado law, and (c) that such assignment is within the statutory powers granted to the Grantee.
17. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. 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.
18. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:  
Joseph W. Harper  
Patricia A. Harper  
2420 Ponderosa Hill Road  
Lyons, CO 80540-8432

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To Grantee:  
Director  
Larimer County Parks and Open Lands  
1800 S. CR 31  
Loveland, CO 80537

With a copy to Grantee's attorney:  
George H. Hass  
Larimer County Attorney  
215 West Oak Street, Ninth Floor  
Post Office Box 1606  
Fort Collins, CO 80522

Or to such other as either party from time to time shall designate by written notice to the other.

19. Recordation. Grantee shall record this instrument 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.
20. General Provisions.
  - a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.
  - b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of CRS 38-30.5-101 et seq. If any provision in this instrument 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.
  - c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, 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.
  - d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
  - e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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- f. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.
  - g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, grantees, and assigns and shall continue as a servitude running in perpetuity with the Property.
  - h. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.
  - i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
  - j. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws; and provided, further, that the prior written approval of the Board of County Commissioners of Larimer County, Colorado shall be required. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and the Board, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.
  - k. Adequate Insurance. Grantors shall maintain general liability insurance on the Property in an amount not less than \$500,000 per occurrence for bodily injury and death and in an amount not less than \$441,000 for fire and property damage. The Grantee shall be named as an additional insured on such policy. Grantors shall provide a copy of such insurance or certificate of such insurance to the Grantee upon the request of the Grantee.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.



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IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

Grantors:

Joseph W. Harper  
Joseph W. Harper

Patricia A. Harper  
Patricia A. Harper

Grantee:

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF LARIMER, STATE OF  
COLORADO, a body politic and corporate

Cheryl Olson  
Board Chairperson

DATE 4/3/2000  
APPROVED AS TO FORM  
Nathan F. Bowman  
ASSISTANT COUNTY ATTORNEY

STATE OF COLORADO )  
 )ss.  
COUNTY OF LARIMER )

The foregoing document was acknowledged before me this 11th day of February, 2000 by Joseph W. Harper and Patricia A. Harper, Grantors.

Witness my hand and seal.

My commission expires: 3/3/2001

Cynthia Dawn Henderson  
Notary Public

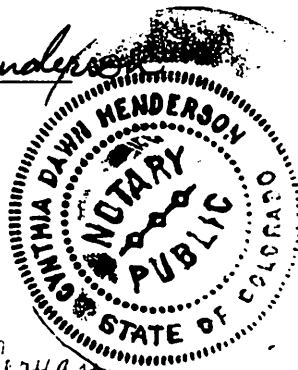
STATE OF COLORADO )  
 )ss.  
COUNTY OF LARIMER )

The foregoing document was acknowledged before me this 15th day of February, 2000 by Cheryl Olson, Chairperson, Board of County Commissioners, Larimer County, State of Colorado, Grantee.

Witness my hand and seal.

My commission expires:

Sherry E. Granger  
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

The SE 1/4 of the SE 1/4 of Section 18, Township 4 North, Range 70 West of the 6th P.M.,

and

A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 18, Township 4 North, Range 70 West of the 6th P.M., Larimer County, Colorado; said tract being more particularly described as follows:

Beginning at the Southwest corner of said NW 1/4 SE 1/4 from whence the Northwest corner of said NW 1/4 SE 1/4 (both corners being 3-inch aluminum caps stamped L.S. 6716) bears N 00°02'19" W, 1364.29 feet and with all other bearings contained herein relative thereto; thence N 00°02'19" W, 1364.29 feet; thence S 87°24'05" E, 1318.00 feet to the Northeast corner of said NW 1/4 SE 1/4; thence S 00°17'23" E, 1373.72 feet to the Southeast corner of said NW 1/4 SE 1/4; thence N 87°00'23" W, 1324.48 feet to the Point of Beginning,

and

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 19, Township 4 North, Range 70 West of the 6th P.M., Larimer County, Colorado; said tract being more particularly described as follows:

Beginning at the North Quarter corner of said Section 19, thence S86°36'55" E, 1331.02 feet along the North line of the Northeast Quarter of said Section 19 to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said section, and with all other bearings contained herein relative thereto; thence S 00°38'18" W, 1365.75 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said section; thence N 86°22'26" W, 1326.65 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said section; thence N 00°26'34" E, 1360.39 feet to the Point of Beginning,

and

Government Lot 4, also known as the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 4 North, Range 70 West of the 6th P.M.

and

The Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of said Section 18, Township 4 North, Range 70 West of the 6th P.M.,

County of Larimer, State of Colorado.

RESOLUTION FOR CONVEYANCE BY BOARD OF COUNTY  
COMMISSIONERS OF LARIMER COUNTY, COLORADO

WHEREAS, a Deed of Conservation Easement dated February 15, 2000 ("Conservation Easement") on the following-described property situate in Larimer, County, Colorado ("County"), has been acquired by the county, to-wit: The property described on the attached Exhibit A -- Legal Description.

And the Conservation Easement on said property is not needed for any of the purposes of the county and it is deemed to be in the best interests of the county that the same be sold, and whereas the Conservation Easement was obtained by the county with the understanding that the Conservation Easement be assigned to the LARIMER LAND TRUST, a Colorado nonprofit corporation, and whereas the LARIMER LAND TRUST has made an offer to purchase the Conservation Easement on said property upon price and terms satisfactory to this Board and the best that can be obtained, said price and terms being as follows, to-wit: One and no/100 Dollar (\$1.00) cash, and said purchaser having tendered payment of the purchase price of said property;

NOW, THEREFORE, BE IT RESOLVED that in consideration of the payment of the purchase price as hereinabove specified, all the right, title and interest of the county in and to the Conservation Easement on said property be conveyed to said purchaser and that Cheryl Olson, as Commissioner heretofore duly appointed by order of this Board, be instructed forthwith to make proper conveyance for and in behalf of said county, of the above-described Conservation Easement on said property, to said purchaser and to affix the seal of said county thereto.

I hereby certify that the above and foregoing is a true and correct copy of a resolution passed and adopted by the Board of County Commissioners of Larimer County, Colorado, at their regular meeting on the 29<sup>th</sup> day of February, 2000, as shown in the record of minutes of said Board.

Cheryl E. Grace  
Deputy County Clerk

QUIT-CLAIM DEED

FILE DOCUMENTARY

EXEMPT

KNOW ALL MEN BY THESE PRESENTS, that I Cheryl Olson, as Commissioner to sell and convey real estate for and in behalf of the County of Larimer, and State of Colorado, for the consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, to said County paid, hereby sell and quit claim to the LARIMER LAND TRUST, a Colorado nonprofit corporation, 2629 Redwing Road, Suite 300, Fort Collins, Colorado 80526, said county's interest in the Deed of Conservation Easement dated February 15, 2000 on the real property situate in the County of Larimer, State of Colorado, described on the attached Exhibit A -- Legal Description.

This deed is executed for and on behalf of said County of Larimer under authority of the Board of County Commissioners of said County, duly entered of record among the proceedings of said Board, appointing the undersigned as Commissioner to sell and convey any real estate belonging to said County, pursuant to further resolution of said Board of County Commissioners authorizing the conveyance of the interest in real property hereinabove described.

Signed and delivered, and seal of Larimer County affixed this 29<sup>th</sup> day of February, A.D., 2000.

(SEAL)

Cheryl Olson [SEAL]  
Commissioner to sell and convey real estate for  
and in behalf of Larimer County

STATE OF COLORADO )

ss.

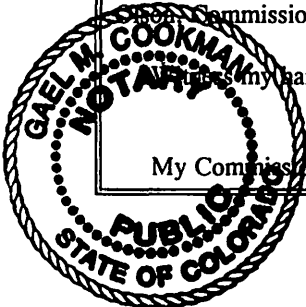
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of February, 2000 by Cheryl Olson, Commissioner to sell and convey real estate for and in behalf of Larimer County.

My hand and official seal.

My Commission Expires: 3-21-00

Gael M. Cookman  
Notary Public



CLERK'S NOTE  
NO REAL PROPERTY DECLARATION RECEIVED  
BY COUNTY CLERK'S OFFICE

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1/2

EXHIBIT A

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The SE 1/4 of the SE 1/4 of Section 18, Township 4 North, Range 70 West of the 6th P.M.,

and

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and

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and

The Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of said Section 18, Township 4 North, Range 70 West of the 6th P.M.,

County of Larimer, State of Colorado.