AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement; Gallegos

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gallegos Corporation and BOCC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

DIA for road improvement at Conger Harvesting Area, Marble, CO.

Fiscal Impact:

Submitted by: Laura Stanley for David Baumgarten **Submitter's Email Address:** lstanley@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/2/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 10/2/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/2/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/4/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 10/15/2019

Revised April 2015

DEVELOPMENT IMPROVEMENTS AGREEMENT

FOR GALLEGOS CORPORATION, INC.

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT FOR GALLEGOS CORPORATION, INC. ("Agreement") is entered into this ____ day of _____, 2019 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County"), and Gallegos Corporation, a Colorado Corporation, whose address is P.O. 99, Wolcott, Colorado 81655 ("Developer") as follows:

1. Purpose. The Developer has submitted to Gunnison County an application for Land Use Change Permit No: 2018-00053 for construction of a new road to access the 112 Construction Materials Reclamation Permit area (112 Permit) on United States Forest Service (USFS) Land, otherwise known as the Conger Harvesting Area Project ("Project").

The Project is located within the SE1/4SE1/4, Section 22, Township 11 South, Range 8 West, 6th P. M., generally located approximately 1.5 miles west of the Town of Marble, north of Gunnison County Road 3, at an elevation of 8,000 feet above mean sea level.

As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below ("Improvements") to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer's performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County's approval of such Land Use Change Permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County's issuance of its approval of the Land Use Change Permit No: 2018-00053 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No: 2018-00053, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of the Improvements within the

Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than August 31, 2020. Acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require Developer to provide, at Developer's cost, supplemental estimates by Developer's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.

C. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third-party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be Eighty-Three Thousand and Thirty-Two and No/100 U.S. Dollars ($83,032.00).

5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of One-Hundred and Three-Thousand Seven-Hundred and Ninety-Eight and 00/100 U.S. Dollars ($103,790.00) which is 125 percent of the currently estimated cost of the Improvements to include a reasonable contingency amount. If said security is in the form of cash, it will be placed by Gunnison County in an interest-bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or

decreased. For the purposes of this paragraph 5, substantial is defined as ten (10) percent or more.

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of One-Hundred and Three-Thousand Seven-Hundred and Ninety-Eight and 00/100 U.S. Dollars ($103,790.00), upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7C.

6. Certification.

A. Not later than August 31, 2020, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than August 31, 2020, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. Scope of Work.

A. The scope of work to be done by the Developer shall include, but not be limited to:

7.1 The road plan titled: *Conger Harvesting Area USFS Harvesting Plan Area Access Plan and Profile* prepared by William Balaz, P.E., of Tetra Tech Inc., dated September 5, 2019, attached hereto and incorporated herein by reference as Appendix "A"; and

7.2 The cost estimate titled: *Conger Harvesting Area, Minor Impact Land Use Change Permit Application, Gallegos Corporation Road, Engineer's Opinion of Probable Cost,* prepared by William Balaz, P.E. of Tetra Tech Inc., dated August 30, 2019, attached hereto and incorporated herein by reference as Appendix "B"; and

7.3 Those conditions cited by the Planning Commission and approved by the Board of Gunnison County Commissioners for Land Use Change Permit No: 2018-00053.

B. The conditions of this Agreement and Land Use Change Permit No: 2018-00053 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to Twenty Thousand Seven-Hundred and Fifty-Nine and 60/100 U.S. Dollars ($20,759.60) of the security for up to one year following the acceptance of all of the work described in paragraph 7A above, as security to ensure such repair and replacement.

8. Partial Release of Security.

A. Gunnison County recognizes that as work proceeds upon the Improvements, Gunnison County's need for security shall be reduced. Accordingly, Gunnison County may make a reasonable partial release of the security to be delivered to Gunnison County pursuant to paragraph 5 herein upon receipt of a written completion; upon receipt of certification by Developer's engineer stating the estimated cost of remaining such certification, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. If Gunnison County does make a partial release, Gunnison County shall retain security equal to: (a) 125 percent of such estimated cost of remaining completion of Improvements; and (b) 125 percent of such estimated costs of all of the landscaping and reclamation; and shall release the balance of all security held by Gunnison County.

Without limiting the generality of the foregoing provision, Gunnison County shall make a

partial release of the security upon acceptance of the Improvements, in accordance with paragraph 6 above. The amount released shall be the full security, less the amounts that Gunnison County has reserved the right to retain in paragraph 7.C, above, such amounts to be released in accordance with paragraph 7.C, above.

B. Upon Developer's entering into a contract or contracts for construction of Improvements hereunder, Developer and Gunnison County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, Gunnison County shall designate and authorize Gunnison County Manager to make the partial release(s) hereunder after consultation with appropriate Gunnison County staff.

9. Developer's Default. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Developer at: PO Box 99, Wolcott, Colorado 81655. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within 14 days following such notice, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

A. To specifically enforce the terms and conditions of this Agreement;

B. To draw upon or otherwise obtain the benefit of the security;

C. To exercise any other rights and obtain any other remedies provided by law;

D. To obtain from the Developer either an extension of Gunnison County's security hereunder to guarantee the completion of the Improvements only on the conditions: (1) that suitable additional security is provided to Gunnison County to guarantee the construction of said Improvements within the new time period determined by Gunnison County; and (2) that Gunnison County determines that it would not be detrimental to the interest of Gunnison County, the public or the owners of property within the Project to allow such extension; and (3) that Gunnison County determines that it would not be in conflict with the conditions of the approved Land Use Change Permit.

E. To engage a manager to supervise the completion of improvements as identified herein. The costs incurred for hiring a manager shall be the responsibility of the Developer and may be withdrawn by Gunnison County from the security. Furthermore, all Gunnison County staff time spent thereafter on this Project shall be calculated at an hourly rate and shall be charged to the Developer and may be withdrawn from security.

10. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered or mailed by registered or certified mail, return receipt requested to the required party at the following addresses:

Gunnison County:	Board of Gunnison County Commissioners of the County of Gunnison, Colorado c/o Gunnison County Attorney 200 East Virginia Gunnison, CO 81230
Developer:	Gallegos Corporation P.O. Box 99 Wolcott, Colorado 81655

11. Recording of Agreement. Upon its execution, this Agreement shall be recorded by the Developer and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

12. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon Developer with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of Gunnison County's police power.

13. Transfer or Assignment. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted without prior written approval of Gunnison County which approval shall not unreasonably be withheld.

14. Title and Authority. The Developer does not own the real property over which the access road would exist, but does have the legal right to enter and use the land for harvesting operations including construction of the road across the real property, which is granted by the following documents:

A. The easement agreement granting land owner Jason Darien's permission to improve the property that is the subject of this Agreement is attached hereto as Appendix "C".

B. Letter from USFS District Ranger Irene Davidson approving the Conger Harvesting project with attached *Decision Notice and Finding of No Significant Impact* (FONSI), dated July 17, 2009, on file with the Colorado Division of Reclamation, Mining and Safety.

C. Letter from USFS District Ranger Scott Snelson approving the Plan of Operations, dated September 28, 2010.

D. The *Supplemental Plan of Operations*, approved by USFS District Ranger Kevin P. Warner on October 24, 2018, with attachments including the *Colorado Division of Mining, Reclamation Mining & Safety (DRMS) 112 Construction Materials Permit Amendment* which is on file with the Colorado Division of Reclamation, Mining and Safety.

E. Letter from Dustin Czapla, Environmental Protection Specialist, DRMS approving Amendment application (AM-01) adding 2.32 acres to the permit area for construction of a new access road, dated January 14, 2019.

15. Litigation. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

16. Time of Essence. It is mutually agreed that time of performance is an essential part of this Agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

17. Venue and Choice of Law. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

18. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

19. Hold Harmless Clause. The Developer shall indemnify, defend and hold harmless Gunnison County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Developer, contractors or subcontractors, which relate to the Project.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the

heirs, personal representatives, successors and assigns of the parties hereto.

21. Entire Agreement. This Agreement contains the entire and only Agreement between the parties regarding development improvements, and no oral statements or representations not contained in this Agreement shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement the date first above written.

BOARD OF GUNNISON COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Gunnison County Clerk

GALLEGOS CORPORATION,
a Colorado Corporation.

By:_____
Gary Woodworth, President

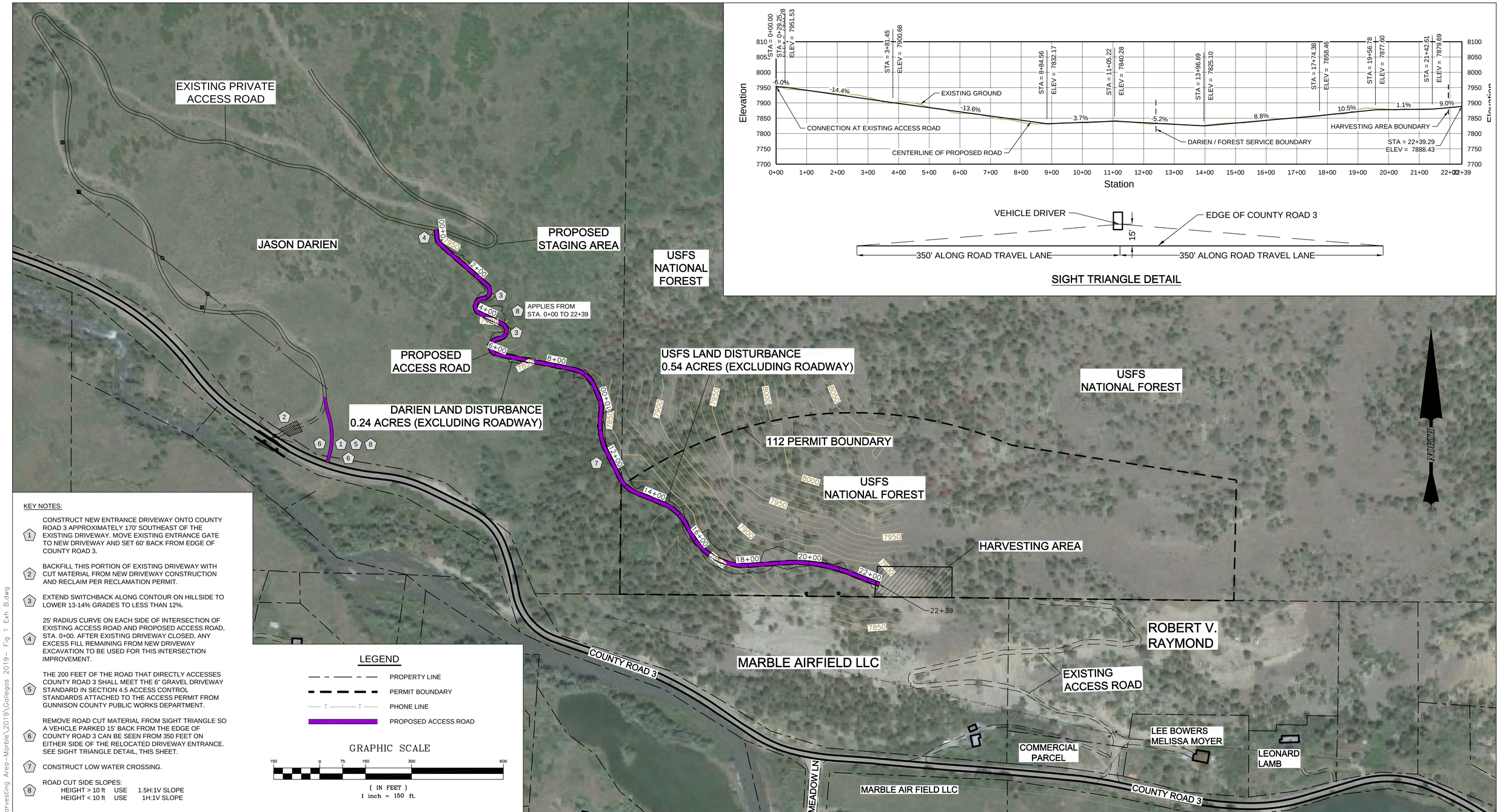
STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Gary Woodworth, President of GALLEGOS CORPORATION, a Colorado Corporation, Developer herein.

Witness my hand and seal.
My commission expires:_____.

_____
Notary Public

Address:



KEY NOTES:

1. CONSTRUCT NEW ENTRANCE DRIVEWAY ONTO COUNTY ROAD 3 APPROXIMATELY 170' SOUTHEAST OF THE EXISTING DRIVEWAY. MOVE EXISTING ENTRANCE GATE TO NEW DRIVEWAY AND SET 60' BACK FROM EDGE OF COUNTY ROAD 3.
2. BACKFILL THIS PORTION OF EXISTING DRIVEWAY WITH CUT MATERIAL FROM NEW DRIVEWAY CONSTRUCTION AND RECLAIM PER RECLAMATION PERMIT.
3. EXTEND SWITCHBACK ALONG CONTOUR ON HILLSIDE TO LOWER 13-14% GRADES TO LESS THAN 12%.
4. 25' RADIUS CURVE ON EACH SIDE OF INTERSECTION OF EXISTING ACCESS ROAD AND PROPOSED ACCESS ROAD, STA. 0+00. AFTER EXISTING DRIVEWAY CLOSED, ANY EXCESS FILL REMAINING FROM NEW DRIVEWAY EXCAVATION TO BE USED FOR THIS INTERSECTION IMPROVEMENT.
5. THE 200 FEET OF THE ROAD THAT DIRECTLY ACCESSES COUNTY ROAD 3 SHALL MEET THE 6" GRAVEL DRIVEWAY STANDARD IN SECTION 4.5 ACCESS CONTROL STANDARDS ATTACHED TO THE ACCESS PERMIT FROM GUNNISON COUNTY PUBLIC WORKS DEPARTMENT.
6. REMOVE ROAD CUT MATERIAL FROM SIGHT TRIANGLE SO A VEHICLE PARKED 15' BACK FROM THE EDGE OF COUNTY ROAD 3 CAN BE SEEN FROM 350 FEET ON EITHER SIDE OF THE RELOCATED DRIVEWAY ENTRANCE. SEE SIGHT TRIANGLE DETAIL, THIS SHEET.
7. CONSTRUCT LOW WATER CROSSING.
8. ROAD CUT SIDE SLOPES:
   HEIGHT > 10 ft USE 1.5H:1V SLOPE
   HEIGHT < 10 ft USE 1H:1V SLOPE

LEGEND

- PROPERTY LINE
- PERMIT BOUNDARY
- PHONE LINE
- PROPOSED ACCESS ROAD

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

ENGINEER'S SEAL

COLORADO REGISTERED WILLIAM P. BALLANTINE 17129 05-13-19 PROFESSIONAL ENGINEER

Rev	Description	BY	Date
3	KEY NOTES 6, 7 & 8	WPB	9/05/19
2	KEY NOTES 1, 2 & 5	WPB	7/01/19
1	REVISED PER SITE VISIT DISCUSSION	WPB	5/23/19

REVISIONS

REFERENCE

Scale: As Shown
Designed by: WPB
Drawn by: DAG
Checked by: WPB
Approved by:

Issued for:

GALLEGOS CORPORATION
PO Box 821
Vail, Colorado 81658

Issued by:

TETRA TECH
2768 Compass Drive Ste. 200
Grand Junction, Colorado 81506
(970) 986-3566 (970) 241-3120 fax

Title:

CONGER HARVESTING AREA
USFS HARVESTING AREA ACCESS
PLAN & PROFILE

3 REVISION

Project: CONGER HARVESTING AREA
Project no.: 103P425302
Location: MARBLE, CO
Date: 9/5/19

FIGURE 1

K:= \\TTS048FS1 TT LOCAL\GJO-PROJECTS
K:\Clients\Gallegos\Conger Harvesting Area-Marble\2019\Gallegos 2019- Fig 1 Exh B.dwg

Appendix A

TETRA TECH

August 30, 2019

Ms. Cathie Pagano
Director Community and Economic Development Department
Gunnison County Community Development Department
Planning Office
221 N. Wisconsin St., Suite D
Gunnison, Colorado 81230

RE: Conger Harvesting Area
Minor Impact Land Use Change Permit Application
Gallegos Corporation Road
Engineer's Opinion of Probable Cost

Dear Cathie:

On behalf of the Gallegos Corporation, Tetra Tech is submitting the following Engineer's Opinion of Probable Cost for the proposed access road to the Conger Harvesting Area. The EOPC of $91,335.00 is based on the attached quotation from Spiegel Construction & Excavating plus a 10% contingency.

Please feel free to contact the undersigned if you have any questions regarding this EOPC for Gallegos Corporation's access road to the Conger Harvesting Area.

Sincerely,
Tetra Tech, Inc.

COLORADO REGISTERED PROFESSIONAL ENGINEER
WILLIAM P. BALAZ JR.
17129
08-30-19

William P. Balaz Jr., PE
Senior Mining Engineer

Attachments: Spiegel Construction & Excavating Quotation

Cc: Beth Baker, Gunnison County Community Development
Gary Woodworth, The Gallegos Corporation
Frank Gutierrez, Gallegos Corporation
File

Tetra Tech, Inc.
2768 Compass Drive, Suite 200
Grand Junction, CO 81506
Phone: 970.986.3566

TETRA TECH

Engineer's Opinion of Probable Cost
Conger Harvesting Area Access Road

Base Bid	$83,032.00
Contingency 10%	$ 8,303.00
Total Cost	$91,335.00
Tetra Tech Calculation 08/29/2019	

Spiegel Construction Excavating
Post Office Box 1320 • Eagle, Colorado • 81631
dirthog3@gmail.com • 970-904-0694

Site Proposal for: Gallegos Marbel 2019 Cut New Road
To: Frank Gutierrez (President)

8/21/2019

Bid Scope:

Description	*Qty.*	*Unit*	*Unit $*	*Total $*
Mobilization (In)	3	LS	*$550.00*	$1,650.00
Excavation & Cut New Road (40 Days)	1	LS	$69,500.00	$69,500.00
Cut Trees	1	LS	$3,323.00	$3,323.00
18" Culvert	1	LS	$1,586.00	$1,586.00
3" Roadbase For 200' (Base)	1	LS	$2,286.00	$2,286.00
3" Roadbase For 200' (Trucking)	1	LS	$1,700.00	$1,700.00
3" Roadbase For 200' (Grading)	1	LS	$542.00	$542.00
2 X 8' Gates & Set	1	LS	$1,350.00	$1,350.00
Mobilization (Out)	3	LS	$365.00	$1,095.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
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				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$83,032.00

Allowances:

If We Cut In Road With Reclamation You Can Save $1540.00 In Mobiliza	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this 18th day of July, 2018, by and between Jason Darien, an individual ("Grantor") and Gallegos Masonry, Inc., a Colorado corporation ("Grantee").

RECITALS

A. Grantor owns the real property described on Exhibit C attached hereto (the "Property").

B. Grantee has operated a harvesting area on United States Forest Service ("USFS") land contiguous to the eastern boundary of the Property, in an area commonly known as the Conger Harvesting Area (the "Conger Harvesting Area"), currently approximately 23.33 acres, for which Grantee possesses a USFS Mineral Materials Permit and Colorado Department of Reclamation, Mining & Safety (DRMS) Construction Materials Regular (112) Operation Reclamation Permit (112 Permit), and a Gunnison County Minor Impact Land Use Change Permit (LUC) (collectively, the "Permits").

C. Grantee requires access to the Conger Harvesting Area for ingress and egress to and from County Road 3 across the Property on an existing dirt road (the "Existing Access Road") to the point of beginning of the proposed dirt access road 14 feet in width and thence to a point of entry onto the USFS land (the "Darien Access Road"), and a proposed staging area (the "Proposed Staging Area") as approximately depicted on the aerial photo attached hereto as Exhibit D.

D. Grantor and Grantee intend to enter into a commercial transaction whereby in exchange for a non-exclusive easement to use the proposed Darien Access Road for ingress and egress to and from the Conger Harvesting Area and Gunnison County Road 3, Grantee shall: (i) pay for and supervise the construction of the Darien Access Road, which will remain as an improvement on the Property at the termination of this Agreement; (ii) pay Grantor an annual fee for use of the non-exclusive easement; and (iii) pay Grantor a sum certain per ton of mineral materials hauled from the Conger Access Road by means of the Darien Access Road.

E. Access to the Conger Harvesting Area by means of the proposed Darien Access Road to the point of entry onto the USFS land and ingress and egress across the USFS land to the Conger Harvesting Area will require certain modifications to Grantee's Permits and approval by applicable governmental authorities (the "AGA")[1] before the Darien Access Road will be built and the Grantee's obligations to the Grantor hereunder arise.

F. Subject to the terms and conditions set forth herein, the parties have agreed to enter into this Agreement to confer upon Grantee a non-exclusive easement across the Property to the point of entry onto the USFS land by means of the proposed Darien Access Road to allow

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[1] The "applicable governmental agencies" include but are not limited to, the Colorado Department of Reclamation, Mining & Safety, the USFS, and Gunnison County.

Grantee to continue its harvesting operations in the Conger Harvesting Area and to have a staging area on the Property for its harvesting operations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, for themselves and their respective heirs, personal representatives, successors and assigns, agree as follows:

1. Grant of Easement. Grantor confers upon Grantee, for the use and benefit of Grantee and its agents, employees, subcontractors and invitees a non-exclusive easement for ingress and egress upon, over and across the Property with the approximate legal descriptions set forth on Exhibits A and B (the "Easement") for the following purposes:

(a) Inspecting, surveying, mapping, staking, and title work for the proposed Darien Access Road to determine whether, in the discretion of Grantee, the construction of the proposed Darien Access Road is feasible, both economically and from an engineering perspective, and for the use of the AGA to inspect and decide whether to approve the proposed Darien Access Road and the USFS Access Road described below as authorized means of access to the Conger Harvesting Area;

(b) Ingress and egress across the Property for purposes of constructing the proposed Darien Access Road, a staging area for Grantee's use (the "Staging Area"), and an access road on the USFS land to be determined by the USFS (the "USFS Access Road") for access to and from the Conger Harvesting Area for Grantee's harvesting operations;

(c) Ingress and egress across the Property to and from the Conger Harvesting Area for harvesting and transporting stone therefrom on the Darien Access Road and the USFS Access Road during the period of June 21 to October 31 of each year (the "Harvesting Season"), which harvesting and transporting may be intermittent;

(d) Ingress and egress across the Property to and from the Conger Harvesting Area for purposes of maintenance of the Darien Access Road, Staging Area, and the USFS Access Road;

(e) Engaging in required maintenance and reclamation operations as required by the AGA;

(f) Operating the Staging Area which will be located at the second easterly switchback as shown on Exhibit D of the proposed Darien Access Road in connection with Grantee's harvesting operations, including but not limited to storing tools, equipment, materials, palletized stone, and vehicles on the Staging Area; and

(g) Affording representatives of the AGA ingress and egress on the Darien Access Road to and from the Conger Harvesting Area for periodic inspection at various

times of the year, including at times other than the Harvesting Season and following termination of this Agreement and expiration or termination of Grantee's Permits.

2. Darien Access Road Shall Not Be Reclaimed After Termination of Agreement. The parties intend and agree that following construction and after termination of this Agreement, the Darien Access Road shall be left as an improvement on the Property, and Grantee shall have no continuing obligation to maintain the Darien Access Road.

3. Shared Use of the Darien Access Road. Grantor and Grantee and their respective agents, employees, subcontractors, and invitees shall each be entitled to the use of the Darien Access Road and neither shall unreasonably interfere with the other's use.

4. Construction of the Proposed Darien Access Road, Staging Area, USFS Access Road and Preconditions to Construction. The proposed alignment of the Darien Access Road shall be staked and approved by Grantor prior to the road being constructed and, in the discretion of Grantee, may include an additional 30 to 50 foot set back of the existing gate from County Road 3. However, before Grantee is required to construct the Darien Access Road, Staging Area, and USFS Access Road, which the parties agree may occur during calendar year 2018, the following conditions must have occurred:

(a) Grantee must have determined to its satisfaction that construction of the proposed Darien Access Road, the Staging Area, and the USFS Access Road is feasible from both an economic and engineering perspective and that it is in Grantee's interest to proceed with such construction;

(b) Grantee must have received approval from the AGA for the construction and use of the proposed Darien Access Road, Staging Area, and the USFS Access Road for ingress and egress to and from the Conger Harvesting Area for Grantee's harvesting operations including but not limited to harvesting area preparation and or reclamation, harvesting of stone and hauling harvested stone from the Conger Harvesting Area and for the proposed harvesting related operations at the Staging Area; and

(c) Grantee must not have experienced a loss or diminishment of any of its rights under the Permits described herein, as currently existing or as amended.

5. Term of the Agreement. This Agreement and the Easement it conveys shall remain in full force and effect until October 31, 2028, subject to Grantee's exercise of options to renew the Agreement and Easement for two successive five-year periods. Notice of Grantee's intent to exercise the first five-year option period must be given to Grantor on or before October 31, 2028. Notice of Grantee's intent to exercise the second five-year option period must be given to Grantor on or before October 31, 2033. Notwithstanding the expiration of the term of this Agreement and the Easement, including the expiration or non-exercise of either option period, Grantee shall be entitled to continued ingress and egress across the Darien Access Road to the Conger Harvesting Area for the purpose of fulfilling its reclamation obligations under its existing or amended Permits, as well as for purposes of affording the AGA inspection of the Grantee's reclamation efforts or compliance with any of the Permits' requirements.

6. Grantee's Right to Terminate Agreement. Notwithstanding any provision contained in this Agreement to the contrary, Grantee may terminate this Agreement if:

(a) Prior to construction of the Darien Access Road, Grantee determines that it is not in its interest to proceed with such construction;

(b) Grantee has not obtained approval by December 31, 2019 from the AGA to make use of the proposed Darien Access Road and the proposed the USFS Access Road as a means of ingress and egress to and from the Conger Harvesting Area;

(c) Grantee loses any Permit rights, as currently existing or as amended, and Grantee provides a 30-day written notice to Grantor;

(d) The AGA provide written notice of the release of reclamation liability; or

(e) The continued use of the Darien Access Road is no longer financially desirable in the judgement of the Grantee and Grantee provides a 60-day notice to Grantor.

Upon termination of this Agreement, the parties shall execute and record with the Clerk and Recorder, County of Gunnison, State of Colorado a release of the Easement and any amendment thereof.

7. Fee/Taxes. For each year this Agreement remains in effect, Grantee shall pay the following fees ("Fee") to Grantor:

(a) [redacted] per year commencing June 21, 2018 and payable within 10 days of execution of this Agreement (the "Annual Payment"), said Annual Payments due on June 21st of each year hereafter, increasing [redacted] percent of the immediately preceding Annual Payment every five years[2]; and

(b) Zero dollars for the first 400 tons of mineral materials per year hauled from the Conger Harvesting Area via the Darian Access Road, then [redacted] per ton of mineral materials in excess of 400 tons of mineral materials per year hauled from the Conger Harvesting Area via the Darien Access Road, recognizing that there may be years in which no stone is hauled (the "Fee Per Ton Payment").

The Fee Per Ton Payment shall be made annually on the first day of December after reconciliation of Grantee's haul logs.

All taxes assessed and levied against any of Grantee's machinery, equipment or other personal property and all taxes and assessments levied against materials stockpiled on, harvested or removed from Grantor's Property or the USFS land shall be the responsibility of the Grantee.

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[2] Illustration: In years 2019 through 2023, the Annual Payment is $ 9,000.00 each year. In 2024 through 2028, the Annual Payment is $9,900.00 each year. In years 2029 through 2033, the Annual Payment is $10,890.00.

Any increase in ad valorem real property taxes assessed and levied against Grantor's Property resulting from Grantee's activities on Grantor's Property shall be paid by Grantee upon Grantor providing Grantee with tax statements or other reasonable evidence depicting such increase.

8. Construction and Maintenance Expenses/Insurance/Indemnity. During the term of this Agreement, Grantee agrees to construct and maintain the Darien Access Road, Staging Area, and the USFS Access Road at its own cost and expense. Grantee's maintenance obligations on the Darien Access Road shall be from County Road 3, the Staging Area, and to the point of entry onto USFS lands, as shown approximately on Exhibit D . Grantee shall maintain reasonable amounts of general liability insurance covering its operations naming Grantor as an additional insured as well as workmen's compensation and auto insurance insuring Grantee's employees who enter the Property. Furthermore, Grantee agrees to indemnify and hold Grantor harmless from any and all losses, liabilities, costs, expenses (including reasonable attorneys' fees incurred), and damages incurred by Grantor as a result of Grantee's construction, maintenance, and use of the Darien Access Road, the Staging Area, and the USFS Access Road and harvesting operations.

9. Recordation and Covenants Running With the Land. Following execution, this Agreement shall be recorded with the Clerk and Recorder, County of Gunnison, State of Colorado. The easement granted herein shall be binding upon and will inure to the benefit of the parties and their heirs, personal representatives, successors and assigns, and for the period of their duration will run with the land comprising the Property, solely for the benefit of Grantee, its successors and assigns.

10. Execution of Amended Easement Description Following Construction of Darien Access Road and Staging Area. After construction, the Darien Access Road and Staging Area, as built, shall be re-surveyed and the legal description of the same, as built, shall be set forth in a document denominated "Amended Exhibits A and B to the Easement Agreement recorded _____ as Reception No. _____" with the Clerk and Recorder, County of Gunnison, State of Colorado, and signed by each party.

11. No Public Dedication. Nothing herein will be deemed to be a grant or dedication of any portion of the Property to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to the purposes expressed herein.

12. Notices. Any notices required hereunder shall be sent by United States Postal Service and via email, as follows:

Gallegos Masonry, Inc.
c/o Gary Woodworth, President
P.O. Box 821
Vail, CO 81658
Gary.Woodworth@GallegosCorp.com

Jason Darien
141 Bookcliff Avenue
Grand Junction, CO 81501
jdarien@gmail.com

13. Entire Agreement. The parties acknowledge that this Agreement sets forth their entire agreement and understanding with respect to this Agreement and that no oral or other agreements, understandings, representations, or warranties, other than those set forth in this Agreement, exist with respect to the subject matter of this Agreement.

14. No Waiver. No failure by either party to enforce any covenant or restriction contained in this Agreement will be deemed a waiver of the right to enforce such covenant or restriction thereafter.

15. Modification or Termination. This Agreement may not be modified in any respect or terminated, in whole or in part, except pursuant to a written amendment executed by the parties or their respective successors and assigns. Any such written amendment shall be recorded in the office of the Clerk and Recorder of Gunnison County, Colorado.

16. Dispute Resolution. Any and all controversies related to or arising out of this Agreement shall be resolved by arbitration conducted by a single arbiter in Denver, Colorado or such other location as the parties may agree applying the American Arbitration Association Commercial Arbitration Rules and Mediation Procedures, as amended and effective October 1, 2013. The final award may be confirmed as a judgment by the District Court of the County of Gunnison, State of Colorado. In the event the parties cannot agree on the selection of the arbiter, then selection of the arbiter shall be made in accordance with the procedures set forth in said Commercial Arbitration Rules and Mediation Procedures. Notwithstanding the foregoing, either party shall be entitled to seek and obtain injunctive relief from a court of competent jurisdiction and obtain a stay of further proceedings pending arbitration. Each party shall be responsible for his and its own attorney fees, expert witness fees, and costs incurred in arbitration and/or litigation, except that Grantee shall be solely responsible for the fees and costs of the arbiter.

17. Governing Law. The terms and provisions of this Agreement will be constructed and enforced in accordance with the laws of the State of Colorado.

18. Right of First Refusal. In the event Grantor desires to sell the Property he hereby grants to Grantee during the initial term and any option period exercised by Grantee a right of first refusal to match any bona fide third party offer to purchase portions of the Property upon which the Darien Access Road and Staging Area are located. If the third party offer is for the entire Property, the offered purchase price for the portion of the Property upon which the Darien Access Road and Staging Area are located shall be equal to a pro-rated amount of the offered purchase price based on the size of the respective parcels. Grantee shall have a period of thirty (30) days after receipt from Grantor of any such offer to exercise such right of first refusal. In the event Grantee fails to so exercise such right of first refusal, such right shall terminate provided the purchase and sale is consummated with the designated offeror.

19. Warranty of Authority. Each of the signatories hereto warrants that he has full legal authority to enter into this Agreement, and to confer on the other party the benefits described by this Agreement. This Agreement shall be binding upon and inure to the benefit of the Grantor's heirs, personal representatives, successors, and assigns. This Agreement shall be binding upon Grantee's directors, officers, and shareholders and shall inure to the benefit of the Grantee's successors and assigns.

20. Miscellaneous. Fuels shall not be stored upon Grantor's Property. Use of Grantor's Property by Grantee shall be limited to ingress and egress to the Conger Harvesting Area, and staging and storage of tools, equipment, materials, palletized stone, and vehicles only. Any additional roads, staging or storage areas will be subject to the mutual agreement of Grantor and Grantee.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

Grantor:

Jason Darien

Grantee:

Gallegos Masonry , Inc.

By:

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing Agreement was acknowledged before me this 19 day of July, 2018, by Jason Darien.

My commission expires. 10/16/18.

Witness my hand and official seal.

LAUREY Y. MARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19944014345
My Commission Expires October 16, 2018

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing Agreement was acknowledged before me this 18th day of July, 2018, by Gary Woodworth as President of Gallegos Masonry, Inc.

My commission expires. 3/21/2021.

Witness my hand and official seal.

Notary Public

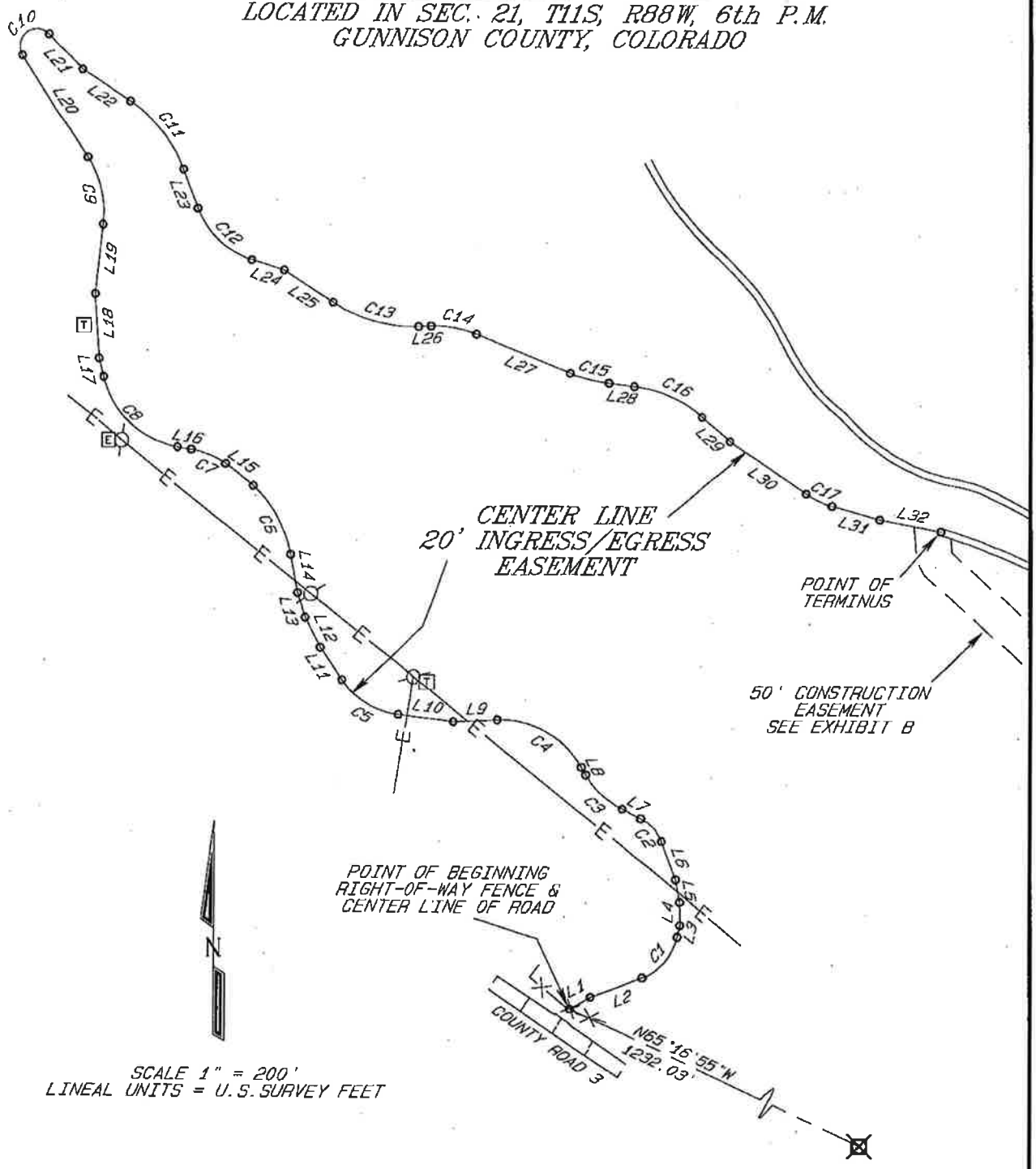
KRISTOPHER M. KEYS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20134018581
My Commission Expires March 21, 2021

EXHIBITS A and B to
EASEMENT AGREEMENT
(Legal Description of Easement)

SEE ATTACHMENT

EXHIBIT A

LOCATED IN SEC. 21, T11S, R88W, 6th P.M.
GUNNISON COUNTY, COLORADO



SCALE 1" = 200'
LINEAL UNITS = U.S. SURVEY FEET

D H SURVEYS, INC.
970-245-8749
JOB #893-08-20

EXHIBIT A

A strip of land for an ingress/egress easement, situate in Section 21, Township 11 South, Range 88 West of the 6th Principal Meridian, Gunnison County, Colorado, being 10.00 feet on each side of the following describe center line:

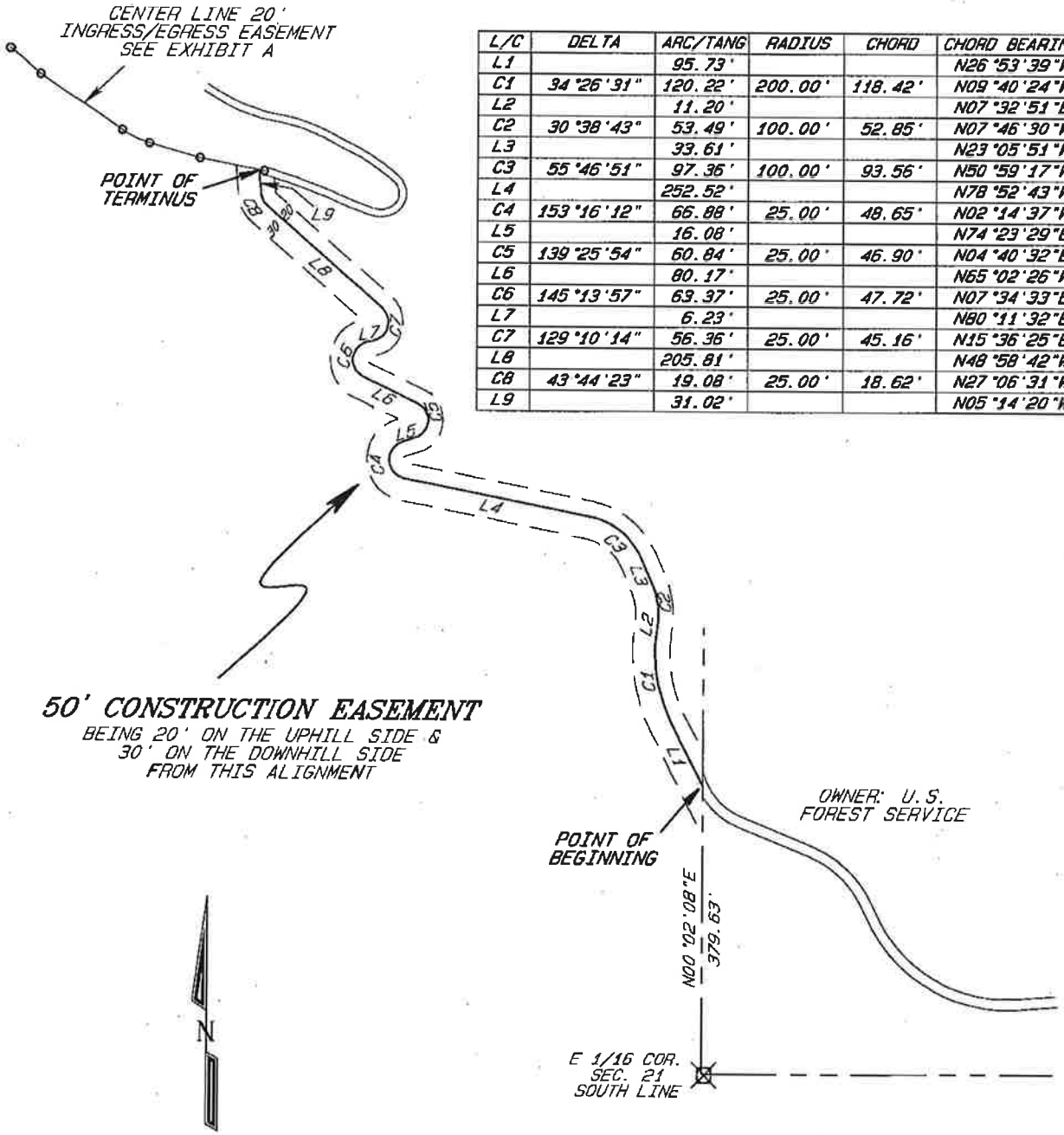
Commencing at the found B.L.M. aluminum monument for the E 1/16 corner on the south line of said Section 21;
thence N65°16'55"W a distance of 1232.03 feet to the center line of an existing road and County Road 3 right-of-way fence, being the point of beginning;
thence along said center line the following forty-nine (49) courses:

L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
L1		33.04'			N60°07'49"E
L2		78.18'			N69°00'35"E
C1	56°06'43"	79.33'	81.00'	76.19'	N40°57'14"E
L3		16.74'			N12°53'53"E
L4		32.56'			N01°03'52"W
L5		32.44'			N10°08'20"W
L6		57.52'			N21°16'26"W
C2	42°19'32"	44.32'	60.00'	43.32'	N42°26'12"W
L7		30.16'			N63°35'58"W
C3	33°47'43"	70.78'	120.00'	69.76'	N46°42'06"W
L8		12.37'			N29°48'14"W
C4	62°54'27"	144.93'	132.00'	137.76'	N61°15'28"W
L9		63.59'			S87°17'18"W
L10		80.96'			N83°17'26"W
C5	48°45'34"	96.16'	113.00'	93.29'	N58°54'38"W
L11		55.44'			N34°31'51"W
L12		47.84'			N27°01'48"W
L13		36.21'			N17°49'57"W
L14		55.02'			N10°26'11"W
C6	37°22'06"	113.48'	174.00'	111.48'	N29°07'14"W
L15		32.17'			N55°06'15"W
C7	25°26'16"	53.28'	120.00'	52.84'	N67°49'23"W
L16		20.12'			N80°32'31"W
C8	65°42'43"	154.83'	135.00'	146.48'	N47°41'10"W
L17		27.08'			N14°49'49"W
L18		91.56'			N03°39'12"W
L19		99.03'			N06°18'01"E
C9	38°57'05"	99.60'	146.50'	97.69'	N13°10'32"W
L20		171.28'			N32°39'04"W
C10	169°48'38"	72.61'	24.50'	48.81'	N52°15'15"E
L21		67.41'			S42°50'26"E
L22		83.25'			S57°23'49"E
C11	36°43'35"	124.99'	195.00'	122.87'	S39°02'02"E
L23		59.35'			S20°40'14"E
C12	52°26'04"	109.82'	120.00'	106.03'	S46°53'16"E
L24		49.09'			S73°06'18"E
L25		82.96'			S57°00'10"E
C13	35°41'34"	130.51'	209.50'	128.41'	S74°50'57"E
L26		17.05'			N87°18'16"E
C14	24°36'33"	66.57'	155.00'	66.06'	S80°23'27"E
L27		146.50'			S68°05'10"E
C15	15°01'34"	55.86'	213.00'	55.70'	S75°35'57"E
L28		36.92'			S83°06'44"E
C16	33°39'43"	108.69'	185.00'	107.13'	S66°16'53"E
L29		52.85'			S49°27'01"E
L30		131.67'			S55°59'40"E
C17	18°18'55"	41.56'	130.00'	41.38'	S65°09'08"E
L31		70.55'			S74°18'35"E
L32		87.74'			S79°03'18"E

to the point of terminus.

EXHIBIT B

LOCATED IN SEC. 21, T11S, R88W, 6th P.M.
GUNNISON COUNTY, COLORADO



L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
L1		95.73'			N26°53'39"W
C1	34°26'31"	120.22'	200.00'	118.42'	N09°40'24"W
L2		11.20'			N07°32'51"E
C2	30°38'43"	53.49'	100.00'	52.85'	N07°46'30"W
L3		33.61'			N23°05'51"W
C3	55°46'51"	97.36'	100.00'	93.56'	N50°59'17"W
L4		252.52'			N78°52'43"W
C4	153°16'12"	66.88'	25.00'	48.65'	N02°14'37"W
L5		16.08'			N74°23'29"E
C5	139°25'54"	60.84'	25.00'	46.90'	N04°40'32"E
L6		80.17'			N65°02'26"W
C6	145°13'57"	63.37'	25.00'	47.72'	N07°34'33"E
L7		6.23'			N80°11'32"E
C7	129°10'14"	56.36'	25.00'	45.16'	N15°36'25"E
L8		205.81'			N48°58'42"W
C8	43°44'23"	19.08'	25.00'	18.62'	N27°06'31"W
L9		31.02'			N05°14'20"W

SCALE 1" = 200'
LINEAL UNITS = U.S. SURVEY FEET

D H SURVEYS, INC.
970-245-8749
JOB #893-08-20

EXHIBIT C to
EASEMENT AGREEMENT
(Legal Description of Darien Property)

SEE ATTACHMENT

EXHIBIT C

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The Northwest 1/4 of the Southeast 1/4; the Northeast 1/4 of the Southeast 1/4 of Section 21; the Northwest 1/4 of the Southwest 1/4 of Section 22; and all that part of the Southeast 1/4 of the Northeast 1/4 of Section 20; the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 21 lying northerly of the centerline of a public road known as Gunnison County Road No. 3, all in Township 11 South, Range 88 West of the 6th P.M., Gunnison County, Colorado.

Excepting from the above described lands all that part of the property described in instruments recorded in Book 481 at Page 454, and in Book 481 at Page 456, Gunnison County Records, lying northerly of the centerline of said public road.

The above described parcel of land contains 282.3 acres according to a Topographic Map dated 1968 by Merrick & Co., Denver, Colorado, and U.S.G.S. Topographic Surveys.

Together with all water, water rights, ditch, and ditch rights appurtenant thereto, including but not limited to Gus' Spring Ditch.

EXHIBIT C

GUNNISON COUNTY, COLORADO

A tract of land situated in the SE¼NE¼, NW¼SW¼, NE¼SE¼ of Section 20 and the NW¼SW¼ of Section 21, all in Township 11 South, Range 88 West of the Sixth Principal Meridian described as follows:

Beginning at an iron post with a brass cap found in place and marked for the East Quarter Corner of Section 20, T. 11 S., R. 88 W., 6th P.M. thence another iron post with a brass cap found in place and marked for the Southeast Corner of said Section 20 bears S. 00°03' E. according to Government Survey accepted May 2, 1929; thence N. 63°13' W. 275.39 feet; thence N. 77°48' W. 439.86 feet; thence N. 70°53' W. 450.53 feet; thence N. 37°39' W. 307.25 feet to a point on the West line of the SE¼NE¼ of said Section 20; thence S. 00°34'30" E. 592.78 feet along the West line of the SE¼NE¼ of said Section 20 to the Southwest Corner of the SE¼NE¼ of said Section 20; thence N. 89°19'30" W. 637.12 feet along the North line of the NW¼SE¼ of said Section 20; thence S. 28°41'30" E. 464.53 feet; thence S. 34°46'30" E. 778.71 feet; thence S. 50°59'30" E. 269.55 feet; thence N. 62°39' E. 507.11 feet; thence N. 78°19' E. 468.29 feet; thence S. 88°09' E. 529.05 feet; thence N. 37°10' E. 400.47 feet; thence N. 37°35' W. 239.53 feet; thence N. 61°12' W. 267.00 feet; thence N. 41°13' W. 289.19 feet; thence N. 63°13' W. 90.76 feet to the point of beginning.

Also, EXCEPT, a tract of land situated in the SE¼NE¼ and the NE¼SE¼ of Section 20 and the NW¼SW¼ of Section 21, all in Township 11 South, Range 88 West of the Sixth Principal Meridian described as follows:

Beginning at an iron post with a brass cap found in place and marked for the East Quarter Corner of Section 20, T. 11 S., R. 88 W., 6th P.M. thence another iron post with a brass cap found in place and marked for the Southeast Corner of said Section 20 bears S. 00°03' E. according to Government Survey accepted May 2, 1929; thence N. 63°13' W. 275.39 feet; thence N. 77°48' W. 439.86 feet; thence N. 70°53' W. 450.53 feet; thence N. 37°39' W. 307.25 feet to a point on the West line of the SE¼NE¼ of said Section 20; thence S. 00°34'30" E. 199.97 feet along the west line of the SE¼NE¼ of said Section 20 to a point in the center of the Crystal River; thence S. 55°54'30" E. 127.77 feet along center of said Crystal River; thence S. 37°51'30" E. 265.37 feet along center of said Crystal River; thence S. 16°39'30" W. 336.94 feet; thence S. 20°11'30" W. 107.37 feet; thence S. 36°48'30" W. 308.81 feet; thence S. 39°05'30" E. 180.10 feet; thence S. 12°03'30" W. 113.97 feet; thence S. 51°08' E. 244.09 feet; thence S. 06°27' E. 260.33 feet; thence N. 62°39' E. 507.11 feet; thence N. 78°19' E. 468.29 feet; thence S. 88°09' E. 529.05 feet; thence N. 37°10' E. 400.47 feet; thence N. 37°35' W. 239.53 feet; thence N. 61°12' W. 267.00 feet; thence N. 41°13' W. 289.19 feet, thence N. 63°13' W. 90.76 feet to the point of beginning.

Also, EXCEPT, an easement along and across the SW¼SE¼NE¼ of Section 20, Township 11 South, Range 88 West of the Sixth Principal Meridian, said easement being a strip of land 50 feet wide lying southerly and adjacent to the southerly high water line of the Crystal River, for the purpose of ingress and egress to the easterly adjoining lands.

There is also conveyed all water and water rights and ditch and ditch rights appurtenant to the property conveyed herein, including, but not necessarily limited to 0.2 cubic feet of water per second of time out of and from the Prospect Ditch No. 122 A and its priority number 122 A for 0.2 cubic feet of water per second of time from Rapid Creek and all easements and rights-of-way for said ditch.

EXHIBIT C

A parcel of land in the County of Gunnison, State of Colorado, being a portion of the SW¼NE¼ of Section 20, Township 11 South, Range 88 West of the Sixth Principal Meridian, known as S.T.A. 1119, as shown on Exhibit A, attached and made a part hereof, and more particularly described as follows:

Beginning at AP 1 of S.T.A. 1119 monumented with an aluminum cap on rebar, being on the east line of the SW¼NE¼ of Section 20 and from which the CE 1/16 section corner bears S.0°29'02"E 236.42 feet; thence S.53°32'46"W. 251.70 feet to AP 2 of S.T.A. 1119, monumented with an aluminum cap on rebar; thence S.43°10'30"W. 114.17 feet to AP 3 of S.T.A. 1119 on the south line of said SW¼NE¼, monumented with an aluminum cap on rebar; thence S.89°16'14"E. 282.59 feet along the south line of said SW¼NE¼, to the CE 1/16 section corner, also being AP 4 of S.T.A. 1119, monumented with an aluminum cap on aluminum pipe; thence N.0°29'02"W. 236.42 feet to AP 1 of S.T.A. 1119, the point of beginning. Containing 0.826 acres, more or less.

SUBJECT TO:

Reserving to the United States, its permittees or licensees, to enter upon, occupy, and use any part or all of said land for the purposes set forth in and subject to the conditions and limitation of Section 24 of the Federal Power Act of June 10, 1920 (16 U.S.C. 818).

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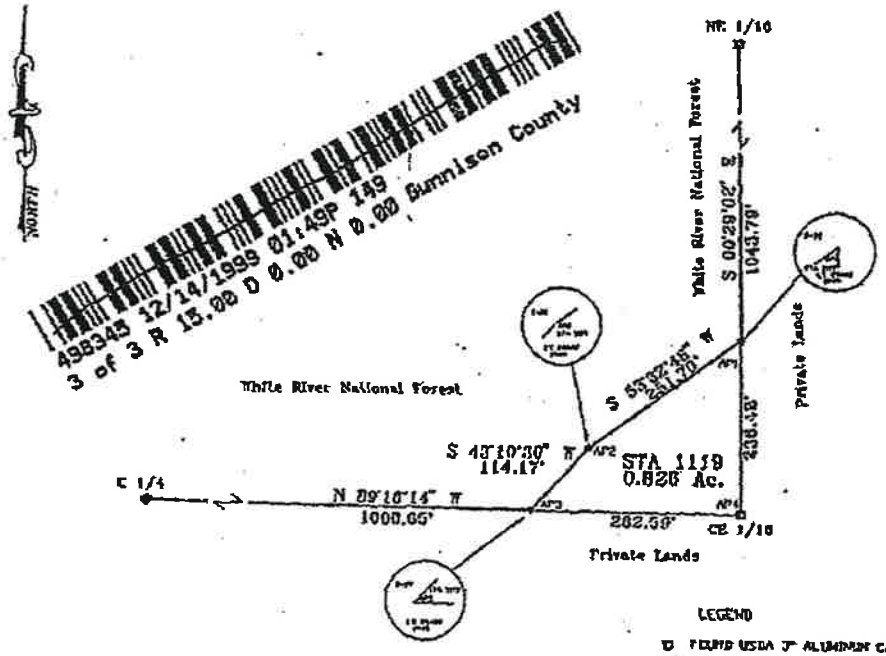
EXHIBIT C

EXHIBIT A TO EXHIBIT C

TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6th P. M.
SW1/4NE1/4 OF SECTION 20, TRACT 1119
GUNNISON COUNTY, COLORADO



PROPERTY BOUNDARY DESCRIPTION S.T.A. NO. 1117

A parcel of land in the County of Gunnison, State of Colorado, being a portion of of the SW1/4NE1/4, Section 20, Township 11 South, Range 88 West, of the 6th Principal Meridian, described as follows:

Beginning at AP 1 of STA 1119, monumented with an aluminum cap on rebar, being on the east line of the SW 1/4 NE 1/4 of Section 20 and from which the CE 1/16 section corner bears S00°29'02"E, 236.48 feet; thence S53°32'46"W, 231.70 feet to AP 2 of STA 1119, monumented with an aluminum cap on rebar; thence S43°10'30"W, 114.17 feet to AP 3 of STA 1119 on the south line of said SW 1/4 NE 1/4, monumented with an aluminum cap on rebar; thence S89°16'14"E, 282.59 feet along the south line of said SW 1/4 NE 1/4 feet to the CE 1/16 section corner; also being AP 4 of STA 1119, monumented with an aluminum cap on aluminum pipe; thence N00°29'02"W, 236.48 feet along the east line of said SW 1/4 NE 1/4 to AP 1 of S.T.A 1119, the point of beginning. Containing 0.826 acres, more or less.

HISTORY OF SURVEYS
Section 20, T. 11 S., R. 88 W. of the 6th P.M.

Leonard Cutshaw performed the original survey of the North and East boundaries of Section 20 in 1887. Harry C. Glorthorn performed the original survey of the South and West boundaries of Section 20 in 1912-1914. The South and West boundaries were retraced by John S. Rogers in 1921-1924 for the G.L.O. Antoyen E. Tyler performed the subdivisional survey of Section 20 for the G.L.O. in 1929. Robert C. Hauser surveyed portions of the National Forest Boundary in Section 20 for the White River National Forest in 1987.

NATURE AND PURPOSE OF SURVEY

This survey was performed to locate and describe lands in the SW 1/4NE1/4 of Section 20, T. 11 S., R. 88 W. of the 6th P.M. to be conveyed to Leiford A. and Sharon V. Durken by authority of the Small Tracts Act of January 12, 1983 (P.L. 97-465).

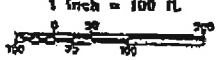
BASIS OF BEARINGS

The bearings were determined by the East line of the SW1/4NE1/4 of Section 20, T. 11 S., R. 88 W., 6th P.M. Said line having a bearing of S00°29'02"E, as shown on plat of the National Forest Boundary as surveyed by Robert C. Hauser in in 1987 for the White River National Forest.

LEGEND

- FOUND USDA 3" ALUMINUM CAP (L.S. 7235)
- FOUND GLO 3" ALUMINUM CAP ON 2 1/2" PIPE
- SET USFS 2 1/2" ALUMINUM CAP (L.S. 274080) MARKED CAP AS SHOWN
- NATIONAL FOREST PROPERTY BOUNDARY

SCALE
1 inch = 100 ft.



499205 01/21/2000 01:29P 432
5 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

NOTE: Rights-of-ways and easements are not shown on this plat as the property of the U.S. Forest Service.

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

COUNTY RECORDER CERTIFICATION

RECEPTION NUMBER _____

TIME _____ DATE _____

BOOK _____ PAGE _____

RECORDER OF GUNNISON COUNTY, STATE OF COLORADO

_____
COUNTY SURVEYOR

CERTIFICATE OF SURVEY

I, Vyman E. Bostrauer, Professional Land Surveyor No. 29180, State of Colorado do hereby certify that this plat correctly represents a survey made by me or under my direction in conformation with the laws of the State of Colorado and at the request of the U. S. Department of Agriculture, Forest Service.

U.S.D.A. - FOREST SERVICE
REGION 2 WHITE RIVER NATIONAL FOREST
BOUNDARY MANAGEMENT UNIT
P.O. Box 948
Glenwood Springs, Colorado 81602 970-945-2521

FOREST PROPERTY BOUNDARY SURVEY
T. 11 S., R. 88 W. 6th P. M.
Section 20
S.T.A. 1119
GUNNISON COUNTY, COLORADO

Surveyed by Vyman E. Bostrauer Date 4/3/99

The survey was made at my request and approved for National Forest management purposes

Forest Supervisor Date

PROJECT NO.	Drawn by: V.E.B. Checked by: V.E.B.	PROJECT NO.
S.T.A. 1119		1 of 1

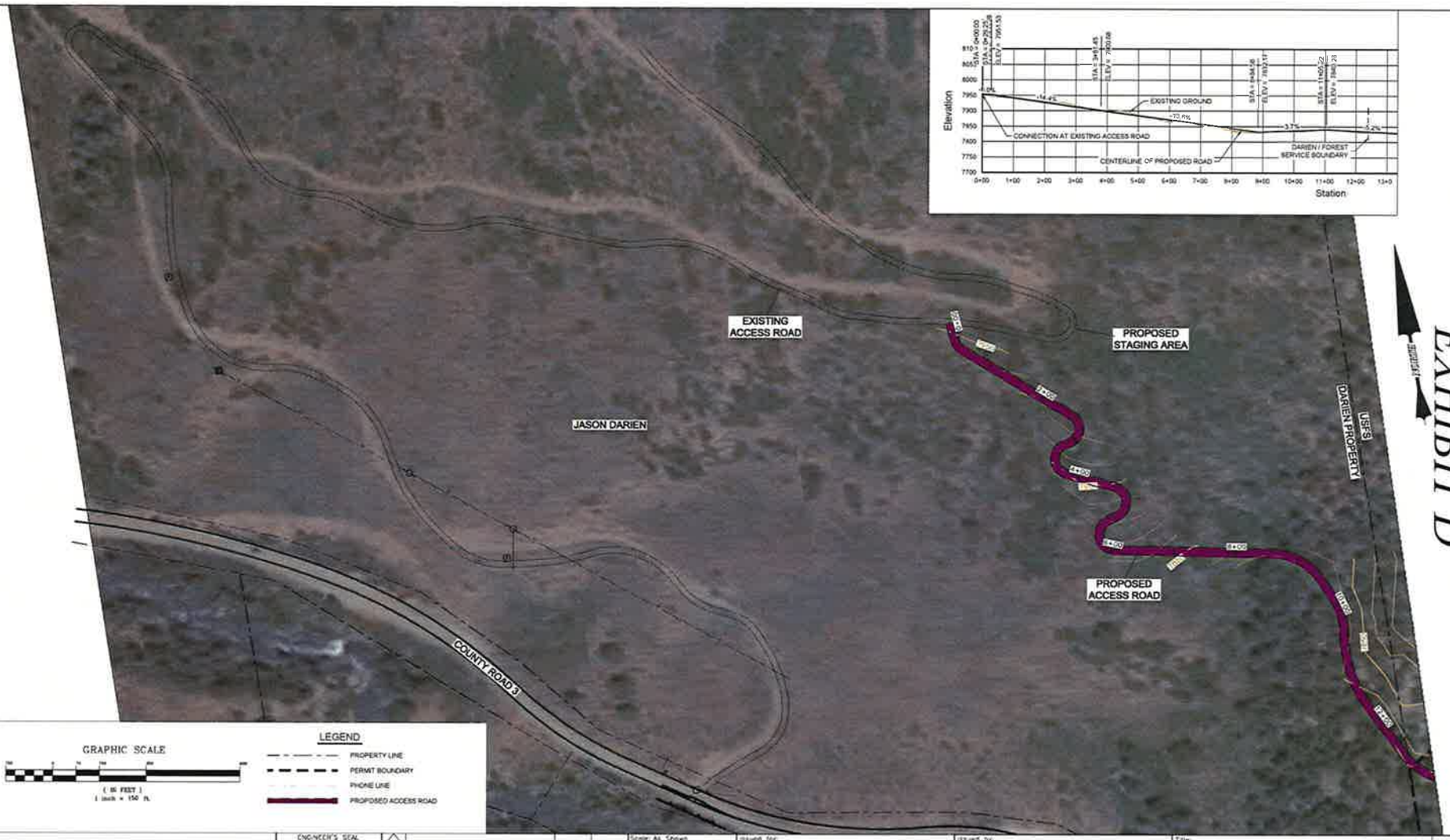
617484
Page 5 of 5
R 31.00 D 0.00

S Dominguez Gunnison County, CO
12/26/2012 12:54:34 PM
319

EXHIBIT D to
EASEMENT AGREEMENT
(Aerial Photo)

SEE ATTACHMENT

EXHIBIT D



REFERENCE

ENGINEER'S SEAL

Rev	Description	BY	Date

REVISIONS

Scale: As Shown
Designed by: WPS
Drawn by: DAG
Checked by: WTR
Approved by:

Issued for:

GALLEGOS CORPORATION
PO Box 821
Vail, Colorado 81658

Issued by:

TETRA TECH
2768 Compass Drive Ste. 200
Grand Junction, Colorado 81506
(970) 986-3566 (970) 241-3120 fax

Title:
CONGER HARVESTING AREA
DARIEN PROPERTY ACCESS ROAD
PLAN & PROFILE

REVISION

Project: CONGER HARVESTING AREA
Project No.: 103P425302
Location: MARBLE, CO
Date: 5/21/18

S:\\MUSG685S1T1.LOCAL\PROJECTS
S:\A-G\Gallegos\Conger Harvesting Area-Marble\2018\Gallegos 2018 Harvesting Access.dwg

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 9038951

Amount: U.S. $ 103,790.00 (one hundred and three thousand seven hundred and ninety dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on October 1, 2019 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

GALLEGOS MASONRY, INC. D/B/A THE FALLEGOS CORPORATION
Entity Type: Corporation
P.O. Box 99
Wolcott, CO 81655

BENEFICIARY:

GUNNISON COUNTY
Entity Type: Domestic Government Unit
200 East Virginia Avenue
Gunnison, CO 81230

ISSUER:

FIRSTBANK
12345 West Colfax Avenue
Lakewood, CO 80215

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under FirstBank Letter of Credit No. 9038951 dated October 1, 2019." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is 5. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 6:00 PM Mountain Time (Time) on October 1, 2020 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. NON-TRANSFERABLE. This Letter of Credit is not transferable.

6. APPLICABLE LAW. This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of Colorado, except as those laws conflict with the UCP.

ISSUER:

FirstBank

By_____ Date 10-1-19

Heather M. Sica, Senior Vice President