

ROADWAY EASEMENT

2009 THIS ROADWAY EASEMENT is made this 15th day of July,
~~2008~~, by and between KNUDSON RANCH ASSOCIATION, INC., a Colorado non-
profit corporation duly organized and existing under and by virtue of the laws of the State
of Colorado, doing business as BACHELOR SPRINGS HOMEOWNERS
ASSOCIATION ("Grantor"), its successors and assigns, and ARROWHEAD
METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision
of the State of Colorado ("Grantee" or "District"), whose legal address is c/o Kenneth J.
Marchetti, CPA, 28 Second Street, Suite 213, P.O. Box 600, Edwards, Colorado 81632,
collectively referred to as "Parties."

WITNESSETH:

For and in consideration of the covenants hereinafter set forth and other good and
valuable consideration, the receipt and sufficiency of which is mutually acknowledged,
Grantor grants and conveys unto Grantee, its successors and assigns, a permanent non-
exclusive Roadway Easement within Knudson Ranch Phase 1 and Knudson Ranch Phase
2, as currently constructed and in use as a private roadway, known as "Main Road" or
"Knudson Ranch Road" and "Spur Road" or "Knudson Ranch Place" to the full width of
the Roadway Easement as shown on Exhibit A and attached hereto and incorporated
herein by this reference as Roadway Easement, Knudson Ranch Phase 1 and 2, Eagle
County, Colorado, and as legally described in Exhibit B attached hereto and incorporated
herein by this reference, as a permanent non-exclusive Roadway Easement for the
primary purpose of, but not limited to, ingress and egress to Knudson Ranch, snow
storage and three (3) guest parking areas as depicted on Exhibit A, together with the right
to remove objects or structures thereon for the purposes associated with the permanent
non-exclusive Roadway Easement, situate in the County of Eagle, State of Colorado,
EXCLUDING from such grant and conveyance any and all drainage facilities, features
and structures (collectively "drainage facilities") within the Roadway Easement, all of
which shall be retained by the Grantor, unless and until, such drainage facilities conform
to the Grantee's specifications and are specifically accepted by the Grantee in writing, and
FURTHER EXCLUDING from such grant and conveyance any and all existing building
appurtenances and landscaping within the Roadway Easement, all of which shall be
retained by the Grantor.

SAVE AND EXCEPT the reservation by Grantor, for the benefit of Grantor and
its assigns, of a right-of-way over, under, and across the Property for any lawful purpose,
including, without limitation, ingress and egress by persons or by vehicles, and
construction and installation of utilities and other improvements on the Property;
however, the construction and installation of such utilities and other improvements shall
not unreasonably interfere with the maintenance and use of the road, including, but not
limited to, snow removal activities.

Roadway Easement - Bachelor Springs Homeowners Ass.
09.17.08 (00136248-2).DOC



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Grantor also grants to Grantee the right to utilize any and all Snow Storage Areas as may be designated on any plat of the subdivision in its snow removal operations, including such Areas which lie outside the Roadway Easement.

Grantor covenants and agrees to indemnify, save and keep the Grantee harmless against all liabilities, judgments, costs, damages and expenses, including court costs and attorney's fees of and from any and all claims of any kind or nature whatsoever which may in any way arise against the District for and on account of any damages caused from water entering, captured and stored, or discharged from the drainage facilities retained by the Grantor.

Grantor warrants that Grantor has the lawful right to grant such non-exclusive easements and rights-of-way, and that Grantor and any successors and assigns, will, at no time, permit any building or other permanent improvement to be constructed over such easements unless approved by the Grantee.


IN WITNESS WHEREOF, Parties have set their hands and seals the day and year first above written.

KNUDSON RANCH ASSOCIATION, INC., a Colorado non-profit corporation duly organized and existing under and by virtue of the laws of the State of Colorado, doing business as BACHELOR SPRINGS HOMEOWNERS ASSOCIATION

By: 

President
Matthew L. King

Attest:




, Secretary

ARROWHEAD METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 

Chairman

Attest:



, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

Subscribed and sworn to before me this 30 day of October, 2008 by Matthew L King as President of Knudson Ranch Association, Inc., doing business as Bachelor Springs Homeowners Association, Grantor.

Witness my hand and official seal.

My commission expires: 8/21/2011

M Hogan
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Denver)

Subscribed and sworn to before me this 30th day of October, 2008 by Jean M Manchester as Secretary of Knudson Ranch Association, Inc., doing business as Bachelor Springs Homeowners Association, Grantor.

Witness my hand and official seal.

My commission expires: 07-25-11

Carol A. Macklin
Notary Public



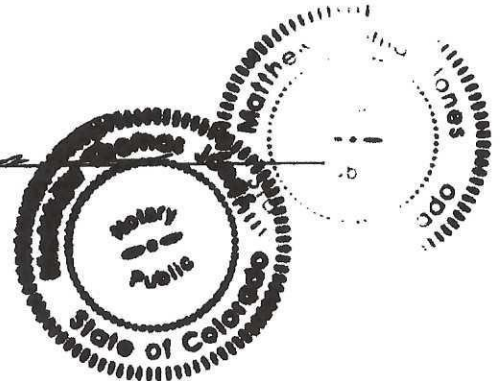
STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

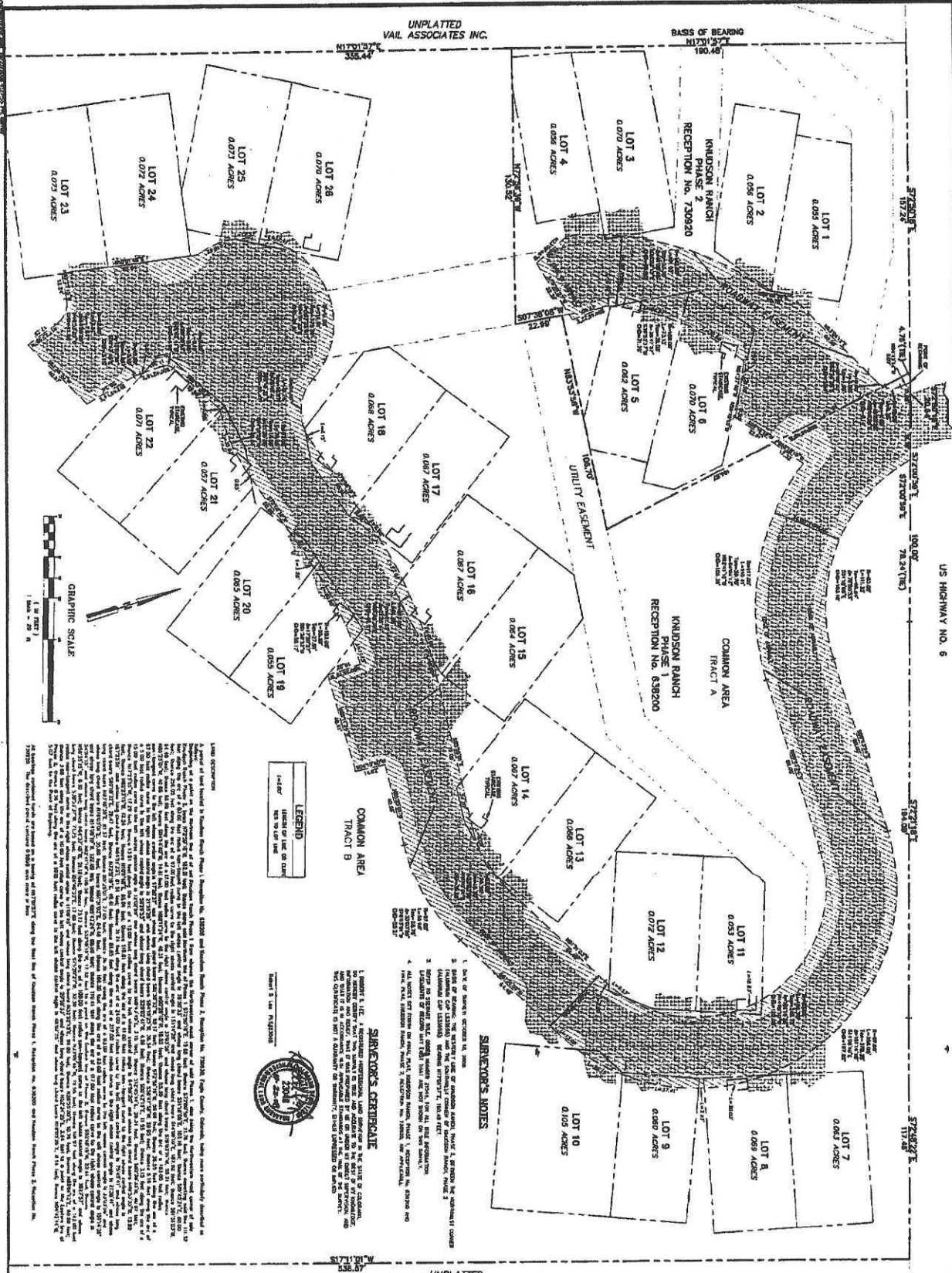
Subscribed and sworn to before me this 17th day of July, ²⁰⁰⁹2008 by Bill Maxwell as President and Matt Jones, as Secretary of Arrowhead Metropolitan District, Grantee.

Witness my hand and official seal.

My commission expires: 5/2012

Matt Jones
Notary Public





LEGEND
--- LOT OR LOT LINE
--- LOT OR LOT LINE

LAND DESCRIPTION:

Approximately 4.60 acres, more or less, of Section 10, Township 5 South, Range B2 West of the 6th Principal Meridian, in Eagle County, Colorado, containing 28 lots and 2 common areas, as shown on the attached plan. The land is bounded on the north by the 355.44' line of Unplatted Vail Associates Inc., on the east by the 190.49' line of Bass of Bearing, on the south by the 536.87' line of Unplatted Vail Associates Inc., and on the west by the 572.71' line of Section 10, Township 5 South, Range B2 West of the 6th Principal Meridian.

LEGAL DESCRIPTION:

Section 10, Township 5 South, Range B2 West of the 6th Principal Meridian, in Eagle County, Colorado, containing 28 lots and 2 common areas, as shown on the attached plan. The land is bounded on the north by the 355.44' line of Unplatted Vail Associates Inc., on the east by the 190.49' line of Bass of Bearing, on the south by the 536.87' line of Unplatted Vail Associates Inc., and on the west by the 572.71' line of Section 10, Township 5 South, Range B2 West of the 6th Principal Meridian.



SURVEYOR'S CERTIFICATE

I, **ALPINE A&E ENGINEERING INC.**, a registered professional engineering firm, have prepared this plan in accordance with the provisions of the Colorado Surveying Act, and I certify that the same is a true and correct representation of the facts as shown on the ground and as furnished to me by the client. This plan was prepared on the basis of a survey conducted by me or under my direct supervision and in my presence, and I certify that the same is a true and correct representation of the facts as shown on the ground and as furnished to me by the client.

DATED: 10/17/06

SHEET 1	SECTION 10, TOWNSHIP 5 SOUTH, RANGE B2 WEST OF THE 6th PRINCIPAL MERIDIAN	NO. GATE	REVISIONS
	FIELD BOOK 417	PAGE 060	
	DRAWN BY: DMK	CHECKED BY: RSL	
	DATE ISSUED: 10/17/06	JOB NO: 04027	

UNPLATTED VAIL ASSOCIATES INC.

**EXHIBIT A
ROADWAY EASEMENT**

KNUDSON RANCH PHASE 1 AND 2
EAGLE COUNTY, COLORADO

RECEPTION No. 638200
RECEPTION No. 730920



LAND DESCRIPTION

EXHIBIT B

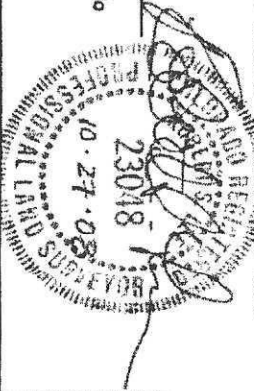
A parcel of land located in Knudson Ranch Phase 1, Reception No. 638200 and Knudson Ranch Phase 2, Reception No. 730920, Eagle County, Colorado, being more particularly described as follows:

Beginning at a point on the Northern line of said Knudson Ranch Phase 1 from whence the Northwestern most corner of said Phase 1, also being the Northwestern most corner of said Knudson Ranch Phase 2, bears N72°50'18"W, 162.00 feet; thence along said Northern line of Phase 1 S72°50'18"E, 15.88 feet; thence S72°00'59"E, 21.76 feet; thence departing said line 111.32 feet along the arc of a 83.00 foot radius non-tangent curve to the left whose central angle is 76°50'33" and whose long chord bears S51°18'08"E, 103.16 feet; thence S89°43'24"E, 88.00 feet; thence 256.05 feet along the arc of a 97.00 foot radius curve to the right whose central angle is 151°14'28" and whose long chord bears S14°06'10"E, 187.92 feet; thence S61°31'03"W, 64.49 feet; thence 55.98 feet along the arc of a 97.00 foot radius curve to the right whose central angle is 33°03'56" and whose long chord bears S78°03'01"W, 55.21 feet; thence N85°25'01"W, 40.86 feet; thence S04°14'40"W, 14.62 feet; thence N88°11'24"W, 48.51 feet; thence N00°29'10"W, 16.52 feet; thence 55.39 feet along the arc of a 183.00 foot radius non-tangent curve to the left whose central angle is 172°02'27" and whose long chord bears S81°38'32"W, 55.17 feet; thence S72°58'19"W, 50.96 feet; thence 36.55 feet along the arc of a 97.00 foot radius curve to the right whose central angle is 21°35'28" and whose long chord bears S84°19'25"W, 36.34 feet; thence S88°47'38"W, 29.95 feet; thence 5.19 feet along the arc of a 5.00 foot radius curve to the left whose central angle is 59°29'53" and whose long chord bears S29°02'41"W, 4.96 feet; thence S00°42'15"E, 11.55 feet; thence 3.15 feet along the arc of a 15.00 foot radius curve to the left whose central angle is 12°02'59" and whose long chord bears S06°43'45"E, 3.15 feet; thence S12°45'14"E, 26.34 feet; thence S62°36'33"W, 40.87 feet; thence N17°23'55"W, 17.29 feet; thence 13.61 feet along the arc of a 12.00 foot radius curve to the left whose central angle is 64°59'20" and whose long chord bears N49°53'35"W, 12.89 feet; thence N82°23'15"W, 12.24 feet; thence N10°01'48"E, 65.94 feet; thence 119.81 feet along the arc of a 41.00 foot radius non-tangent curve to the right whose central angle is 167°25'51" and whose long chord bears N64°51'23"E, 81.51 feet; thence 31.74 feet along the arc of a 24.00 foot radius curve to the left whose central angle is 75°45'41" and whose long chord bears S69°18'32"E, 29.47 feet; thence N72°58'19"E, 49.41 feet; thence 81.85 feet along the arc of a 217.00 foot radius curve to the right whose central angle is 21°36'41" and whose long chord bears N83°46'39"E, 81.37 feet; thence S85°25'01"E, 77.05 feet; thence 36.36 feet along the arc of a 63.00 foot radius curve to the left whose central angle is 33°03'56" and whose long chord bears N78°03'01"E, 35.86 feet; thence N61°31'03"E, 64.49 feet; thence 166.30 feet along the arc of a 63.00 foot radius curve to the left whose central angle is 151°14'28" and whose long chord bears N14°06'10"W, 122.05 feet; thence N89°43'24"W, 88.00 feet; thence 110.41 feet along the arc of a 117.00 foot radius curve to the right whose central angle is 54°04'13" and whose long chord bears N62°41'18"W, 106.36 feet; thence S52°18'19"W, 17.32 feet to a point on the Eastern line of Phase 2; thence S52°18'19"W, 22.61 feet; thence N59°35'15"W, 6.30 feet; thence N64°37'40"W, 21.18 feet; thence 73.13 feet along the arc of a 108.00 foot radius non-tangent curve to the left whose central angle is 38°47'57" and whose long chord bears S39°53'37"W, 71.75 feet; thence S04°46'22"E, 17.40 feet; thence S75°20'27"W, 32.39 feet; thence N23°09'46"W, 19.55 feet; thence 101.97 feet along the arc of a 142.00 foot radius non-tangent curve to the left whose central angle is 41°08'45" and whose long chord bears N32°52'13"E, 99.80 feet; thence N26°55'30"E, 10.76 feet; thence N63°04'12"E, 60.58 feet; thence 3.66 feet along the arc of a 10.00 foot radius curve to the left whose central angle is 20°59'33" and whose long chord bears N52°34'25"E, 3.64 feet to a point on the Eastern line of Phase 2; thence 8.38 feet along the arc of a 10.00 foot radius curve to the left whose central angle is 48°02'25" and whose long chord bears N18°03'26"E, 8.14 feet; thence N04°43'14"W, 5.07 feet to the Point of Beginning.

All bearings contained herein are based on a bearing of N17°01'57"E along the West line of Knudson Ranch Phase 1, Reception No. 638200 and Knudson Ranch Phase 2, Reception No. 730920. The described parcel contains 0.9868 acre(s) more or less.

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

Robert S. Lee
State of Colorado
PLS No. 23048



**EASEMENT DEED
(PUBLIC ROADWAY)**

THIS EASEMENT DEED is made and entered into as of the 15th day of January, 2021, by Knudson Ranch Association, Inc. dba Bachelor Springs Homeowners Association whose address is PO Box 5800, Avon, CO 81620-5800 (hereinafter referred to as "Grantor") as the owner of certain real property described below for and in consideration of Ten Dollars (\$10.00) good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant, bargain, sell and convey, and confirm unto the ARROWHEAD METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Marchetti & Weaver, LLC, 28 Second Street, Suite 213, Edwards, Colorado 81632, its successors and assigns (hereinafter called "District") a perpetual exclusive easement (the "Easement"); and to enter, re-enter, occupy, and use the real property described on Exhibit A attached hereto and incorporated herein ("Easement Area"); to construct, operate, use, maintain, repair, and replace a public road or roadway within the Easement Area, as well as any other municipal improvements as may be owned, operated or authorized by the District including but not limited to curb, gutter, sidewalk, parking, storm drainage improvements, water and/or sanitary sewer pipelines and other utilities such as gas lines, telephone, electrical and cable lines, together with all surface and subsurface appurtenances thereto (all hereinafter collectively referred to as the "Facilities").

The Easement shall extend in, to, through, over, under and across the Easement Area. All provisions of this Easement Deed, including all benefits and burdens, shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

The Grantor warrants that it has full and lawful authority to make the grant herein contained and promises and agrees to defend District in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or to its right to make the grant herein contained except for easements, rights-of-way, restrictions and reservations of record.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

GRANTOR:

By: *Vicki Schammel*
Name: Vicki Schammel
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 15 day of January, 2021 by

Vicki Schammel as President of Knudson Ranch Association, Inc. dba Bachelor Springs Homeowners Association.

Witness my hand and official seal.

My commission expires: 01/19/21

**SHEILA L SANCHEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134039222
MY COMMISSION EXPIRES 06/19/21**

Sheila Sanchez
Notary Public

ACCEPTED by the ARROWHEAD METROPOLITAN DISTRICT this 28 day of January, 2021.

ARROWHEAD METROPOLITAN DISTRICT

By: *Robert Shafer*
Name: Robert Shafer
Title: Chairman and President

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

