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Record MAY 7 1979 at 11:02 o'clock AM
Exhibit to 305528RAILROAD EASEMENT AGREEMENT

EXHIBIT A TO ORDINANCE NO. 115, 2025

RAILROAD EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of this 23rd day of MARCH, 1979, by and between REDMAN HOMES, INC. (formerly named Redman Mobile Homes, Inc.), a Delaware corporation, with its principal place of business in Dallas, Dallas County, Texas (hereinafter referred to as "Grantor"), and FRONTAGE ROAD INDUSTRIAL ASSOCIATES, LTD., a Colorado Partnership, with its place of business in Fort Collins, Larimer County, Colorado (hereinafter referred to as "Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the owner of that certain tract of real property lying and situate in Larimer County, Colorado (hereinafter referred to as the "Property"), which Property is more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes; and,

WHEREAS, Grantee is the owner of certain real property lying and situate northerly of and adjacent to the Property (hereinafter referred to as the "Partnership Property"), which Partnership Property is more particularly described in Exhibit B attached hereto and incorporated herein by reference for all purposes, and Grantor and Grantee desire to define an easement for entry upon a portion of the Property for the purpose of constructing an extension railroad spur upon and over that portion of the Property described in Exhibit C attached hereto and incorporated herein for all purposes (hereinafter referred to as "Grantee's Track") from the Partnership Property to the existing railroad spur (hereinafter referred to as "Grantor's Track") upon and over that portion of the Property described in Exhibit D attached hereto and incorporated herein for all purposes, and to define an easement for purposes of ingress and egress over and across the Property on Grantor's Track and Grantee's Track from the Partnership Property to the railroad tracks (hereinafter referred to as the "Main Line") presently owned by the Colorado & Southern Railroad.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed, the parties hereto do hereby covenant and agree as follows:

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1.
Grant of Easement

1.1 Grantor hereby grants to Grantee, subject to the terms and conditions of this Agreement, and subject to all matters of record as of the date hereof, an easement for the purpose of entering upon the Property within, but only within, the Grantee's Track to lay, construct, and install a railroad spur extension within the Grantee's Track, and to connect the track to Grantor's Track at the point designated in Exhibit C hereto, and a non-exclusive easement for the sole purpose of ingress and egress over, across and through the Property, from the Main Line to Partnership Property, but only along the course of Grantor's Track and Grantee's Track, with the right to maintain all track, ties, roadbed, and other appurtenances reasonably necessary for the proper operation of Grantee's Track.

1.2 During the Construction Period, Grantee shall have the right to occupy the Grantee's Track together with the right of ingress and egress with respect thereto for the purpose of constructing and installing the track, provided, however, that such occupancy and construction shall not unreasonably inhibit or impede ingress or egress with respect to the Property, and Grantee at all times during the Construction Period shall conduct Grantee's construction activities in a manner such that ingress and egress to the Property over, across and through the Grantee's Track will be reasonably available to vehicular and pedestrian traffic, where and to the extent such traffic exists as of the date of this Agreement.

2.
Conditions of Agreement

2.1 Grantee as a condition of this Agreement shall defend, indemnify and save Grantor harmless from any and all liability that may result from the exercise by Grantee or Grantee's employees, agents, licensees, or invitees of the rights granted to Grantee hereunder including liability to third persons arising out of negligence on the part of Grantee, Grantee's employees, agent, licensees, or invitees in the exercise of Grantee's rights, or any liability that may result from any injuries caused by Grantee, Grantee's employees, agents, licensees, or invitees in the exercise of Grantee's rights which impair the use and enjoyment of easements, if any, existing prior to the execution of this Agreement.

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2.2 Grantee hereby acknowledges and agrees that the rights and privileges of ingress and egress granted hereunder shall be limited to the non-exclusive rights of reasonable access between the Partnership Property and the Main Line over, across, and through Grantor's Track and that such rights shall not unnecessarily impair or restrict the usage of grantor's Track by Grantor, its successors or assigns. Grantee further agrees that this Agreement contemplates only the rights and privileges of reasonable access over, across, and through Grantor's Track and Grantee's Track between the Partnership Property and the Main Line, and that any exercise of such rights substantially in excess of the rights and privileges of access granted to Grantee herein is hereby prohibited.

2.3 Grantor reserves the right to use and occupy Grantor's Track concurrently with the use and occupancy thereof by Grantee. The rights granted to Grantee herein are not exclusive and are expressly subject to any rights, licenses, or easements existing prior to the execution of the Agreement.

2.4 The repair and maintenance of Grantee's Track shall be the sole responsibility and obligation of and at the sole cost and expense of Grantee.

3.
Miscellaneous

3.1 This Agreement and the Exhibits referred to herein constitute the complete agreement of the parties hereto with respect to the subject matter hereof and there are no oral understandings or agreements not contained in this Agreement.

3.2 This Agreement shall be binding upon and for the benefit of Grantor and Grantee and their respective successors and assigns, which shall include every person, partnership, association, or corporation acquiring or succeeding to any interest in either the Property, Partnership Property, Grantor, or Grantee, and shall be appurtenant to and shall run with the Partnership Property.

3.3 The section headings used herein are for reference and identification purposes only, are not to be construed as part of this Agreement except for such purpose, and are in no way intended to describe, interpret, define, amplify, or limit the scope, extend, or intent of this Agreement. The parties hereto agree that, whenever used herein, references to a single party shall include plural parties and the use of either the masculine, neuter, or feminine gender shall

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be applicable to all genders.

3.4 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid or enforceable.

3.5 The course of the easement for ingress and egress purposes from the Partnership Property over, across and upon the Property to the Main Line may be relocated and reconstructed by Grantor, or Grantor's successors or assigns, to a location over, across, and on the Property reasonably acceptable to Grantee and Grantor, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove first written.

ATTEST:

Winston L. Cuthbert
Assistant Secretary

GRANTOR:

REDMAN HOMES, INC.

By: William
Vice President

GRANTEE:

FRONTAGE ROAD INDUSTRIAL
ASSOCIATES, LTD.

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By: Lee M. Tipton ^{general}
President

By: W. H. Skelly
General Partner

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THE STATE OF TEXAS I
COUNTY OF DALLAS I

The foregoing instrument was acknowledged before me this
23rd day of March, 1979 by R. T. Williams as Vice President
and Winston L. Turner as Assistant Secretary of REDMAN HOMES, INC.,
a corporation.

Witness my hand and official seal.

[Signature]
Notary Public in and for
Dallas County, Texas

My Commission Expires:

3-31-79

THE STATE OF COLORADO I
COUNTY OF LARIMER I

The foregoing instrument was acknowledged before me this
13th day of April, 1979 by [Signature] as President General Partner
and Stephen M. Shook as Secretary of FRONTAGE ROAD INDUSTRIAL
ASSOCIATES, LTD., a partnership General Partner

Witness my hand and official seal.

[Signature]
Notary Public in and for
Larimer County, Colorado

My Commission Expires:

8-11-82

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EXHIBIT A

Portion of the NE1/4 of Section 9, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:

Beginning at a point on the West line of the NE1/4 of Section 9, Township 7 North, Range 68 West of the 6th P.M., said point being S 0° 10' 15" W 1,769.82 feet from the NE1/4 corner of said Section 9;

THENCE S 89° 45' 25" E 2,409.46 feet to the Westerly right-of-way line of Colorado State Highway recorded in Book 1244 at Page 324, Larimer County records;

THENCE S 1° 58' 30" W 660.00 feet along the Westerly right-of-way line of said Highway to the Northeast corner of that tract of land described in Book 1238 at Page 287, Larimer County records;

THENCE N 87° 55' 05" W 556.47 feet along the Northerly line of said tract;

THENCE N 88° 55' 05" W 424.25 feet along the Northerly line of said tract;

THENCE S 0° 09' 50" W 225.00 feet along the Westerly line of said tract to the Northerly line of that tract of land described in Book 245 at Page 78, Larimer County Records;

THENCE N 88° 55' 05" W 1,109.42 feet along the Northerly line of said tract;

THENCE N 77° 36' 45" W 306.00 feet along the Northerly line of said tract to the West line of the NE1/4 of said Section 9;

THENCE N 0° 10' 15" E 780.00 feet to the point of beginning.

LESS AND EXCEPT:

A tract of land located in the Northeast 1/4 of Section 9, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:

CONSIDERING the West line of the Northeast 1/4 of said Section 9 as bearing S 00° 10' 15" W and with all bearings contained herein relative thereto: Commencing at the North 1/4 corner of said Section 9, thence along the said West line S 00° 10' 15" W, 1849.82 feet;

THENCE S 89° 45' 25" E, 1758.17 feet to the TRUE POINT OF BEGINNING; said line also being the South right-of-way line of Redman Drive;

THENCE continuing along said right-of-way S 89° 45' 25" E, 648.77 feet to the West right-of-way line Colorado State Highway recorded in Book 1244, Page 324, also said right-of-way is the East line of a tract recorded in Book 1539 at Page 640, Larimer County Records;

THENCE along the said East line S 1° 58' 30" W, 580 feet;

THENCE continuing along said tract N 87° 55' 05" W, 556.47 feet;

THENCE continuing along said tract N 88° 55' 05" W, 75.05 feet;

THENCE leaving said tract N 00° 14' E, 560.78 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT B

Beginning at a point which bears S. 00°10'15" W. 843.34 feet from the North quarter corner of Section 9, Township 7 North, Range 68 West of the 6th P.M., and run thence N. 86°09'50" E. 44.88 feet; thence N. 29°44'50" E. 332.10 feet; thence N. 36°15'50" E. 73.55 feet; thence N. 45°27'40" E. 201.56 feet; thence N. 01°27'50" E. 311.14 feet; thence S. 88°32'10" E. 1447.88 feet to the Westerly right of way line of Interstate Highway 25; thence along said Westerly Line, S. 01°27'50" W. 11.86 feet; and again S. 82°50'30" E. 423.70 feet, and again S. 13°33' E. 632.00 feet, and again S. 00°06' E. 600.00 feet, and again S. 01°58'30" W. 423.94 feet; thence N. 89°45'25" W. 2409.46 feet; thence N. 00°10'15" E. 926.48 feet to the point of beginning, County of Larimer, State of Colorado.

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[Signature]

EXHIBIT A TO ORDINANCE NO. 115, 2025

EXHIBIT C

That portion of the following described easement not heretofore granted to and currently being used by Colorado and Southern Railroad as a railroad easement:

Begin at a point on the centerline of the Colorado and Southern Railroad tracks, which bears S88° 55' 05" E 412.79 feet from the Center 1/4 corner of Section 9, Township 7 North, Range 68 West, of the Sixth P.M., Larimer County, Colorado, and run thence along the centerline of a 25 foot wide railroad spur easement, N84° 20' 55" E 82.70 feet; thence along the arc of a 90° 00' curve to the left, the long chord of which bears N75° 16' 55" E 200.84 Feet; thence N 66° 12' 55" E 107.90 feet; thence N 59° 50' 45" E 67.69 feet; thence along the arc of a 120° 30' curve to the left, the long chord of which bears N 30° 06' 29" E 455.63 feet; thence N 00° 22' 13" E 337.11 feet to a point on the north line of Redman Drive.

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EXHIBIT D

That portion of the following described easement heretofore granted to and currently being used by Colorado and Southern Railroad as a railroad easement:

Begin at a point on the centerline of the Colorado and Southern Railroad tracks, which bears S88° 55' 05" E 412.79 feet from the Center 1/4 corner of Section 9, Township 7 North, Range 68 West, of the Sixth P.M., Larimer County, Colorado, and run thence along the centerline of a 25 foot wide railroad spur easement, N84° 20' 55" E 82.70 feet; thence along the arc of a 9° 00' curve to the left, the long chord of which bears N75° 16' 55" E 200.84 Feet; thence N 66° 12' 55" E 107.90 feet; thence N 59° 50' 45" E 67.69 feet; thence along the arc of a 12° 30' curve to the left, the long chord of which bears N 30° 06' 29" E 455.63 feet; thence N 00° 22' 13" E 337.11 feet to a point on the north line of Redman Drive.

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