

10.00

BILL OF SALE AND GRANT OF EASEMENT

Summit County
Clerk and Recorder
Nov 17 12 58 PM '80
215155

This Bill of Sale and Grant of Easement is made and entered into this 13th day of November 1980 by and between Spruce Valley Ranch Associates, a Colorado general partnership, (the "Grantor"), and Spruce Valley Ranch Foundation, a Colorado nonprofit corporation ("Foundation").

RECITALS

A. Grantor is the owner of certain personal property, fixtures and improvements constructed and used in connection with the operation of a trap shooting range, including, but not limited to a trap launching machine, a generator, a trap house, five shooting stations, concrete walkways, an underground sprinkling system, a protective fence, a split-rail fence and two warning signs and barricades (the "Trap Range Facilities").

B. The Trap Range Facilities are situated on a parcel of real property owned by Grantor located in the Town of Blue River, Summit County, Colorado and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "61 Acre Parcel")

C. The Foundation is the association of homeowners for a subdivision adjacent to the 61 Acre Parcel, within the Town of Blue River, Summit County and more particularly described as Spruce Valley Ranch - Filing No. 1, recorded at Reception No. 169112 and Spruce Valley Ranch Subdivision - Filing No. 2, recorded at Reception No. 176624 with the Clerk and Recorder of Summit County, Colorado ("Spruce Valley Ranch").

D. Grantor desires to convey the Trap Range Facilities to the Foundation and to grant to the Foundation an easement over a portion of the 61 Acre Parcel on which the Trap Range Facilities are located and over the existing road on the 61 Acre Parcel for access to the Trap Range Facilities to assure the utilization of the Trap Range Facilities by the members of the Foundation pursuant to the terms hereof.

NOW THEREFORE in consideration of ten dollars and other good and valuable consideration it is agreed as follows:

1. Conveyance. Grantor hereby grants, sells, transfers and delivers to the Foundation, its successors and assigns the Trap Range Facilities; to have and to hold all and singular the said Trap Range Facilities to the Foundation, its successors, and assigns to their own use forever; together with a non-exclusive easement on, over and across the 61 Acre Parcel upon which the Trap Range Facilities are located as more particularly described in Exhibit B attached hereto and incorporated herein by reference for the purpose of operating and maintaining a trap shooting range for recreational purposes together with a non-exclusive easement for ingress and egress over and across the existing road located on the 61 Acre Parcel from Spruce Valley Ranch to the Trap Range Facilities so long as the Trap Range Facilities are located thereon unless sooner terminated as provided herein (the "Easement").

2. Warranties. Grantor covenants with the Foundation that it is the lawful owner of the Trap Range Facilities and the 61 Acre Parcel, that the Trap Range Facilities and the Easement are free from all encumbrances, that Grantor has good right to sell and convey the same, and that Grantor shall warrant and defend the same against the lawful claims and demands of all persons.

3. Use by Grantor. Grantor reserves the right for itself, its agents, employees, guests and designees to use the Trap Range

STATE DOCUMENTARY FEE
Date 11-17-80
\$ EXEMPT 39-13-1024

Facilities and the Easement for trap shooting range recreational purposes and for access thereto.

4. Indemnification. The Foundation shall exonerate, hold harmless, protect and indemnify Grantor from and against any and all losses, damages, claims, suits or actions, judgments and costs including attorneys' fees and expenses, which may arise or result from any injury to or death of persons or damage to property, arising out of and attributable to the negligence or acts or omissions of or use by the Foundation, its members, agents, servants, employees, guests, or customers of the Trap Range Facilities and the Easement. In any proceeding or action brought against Grantor by reason of any of the above-mentioned claims, the Foundation, upon notice from Grantor shall defend Grantor, at the Foundation's expense, by counsel satisfactory to Grantor.

5. Compliance with Laws and Regulations. The Foundation shall comply with any and all laws, statutes, ordinances and regulations, federal, state, county or municipal now or hereinafter in force, applicable to the Trap Range Facilities or the Easement relating to the use or occupancy thereof or to repairs thereto or of changes, alterations, or improvements therein, including but not limited to the performance of any duty imposed on Grantor or the Foundation by such laws, statute, ordinances or regulations. The Foundation shall, at its own cost and expense, procure each and every permit, license, certificate, or other authorization and any renewals, extensions, or continuances of the same required by law in connection with the proper use of the Trap Range Facilities and the Easement and provide a copy of the same to Grantor. The Foundation shall promptly notify Grantor of any notice of violation received by the Foundation.

6. Taxes and Utilities. The Foundation shall pay, within five days after notice of the amount thereof to the Foundation by Grantor, the portion of taxes and special and general assessments together with all interest and penalties thereon attributable to the land upon which the Easement is granted. The Foundation shall pay, as and when the same shall become due and payable, all utility charges and each and every installment thereof as they shall be charged, levied, assessed or imposed with respect to the Trap Range Facilities or the Easement together with all interest and penalties thereon.

7. Insurance. The Foundation shall procure at its sole cost and expense so long as the Easement remains in full force and effect, the following insurance policies:

A. Comprehensive general liability insurance including public liability and property damage insurance covering bodily injuries, death, or property damage pertaining to the Trap Range Facilities and Easement in amounts not less than \$1,000,000.00, per occurrence, not less than \$2,000,000.00 in the aggregate and not less than \$100,000.00 for property damage per occurrence. Both parties shall be named as co-insureds under the policy. Under prior written notice Grantor may require the Foundation to increase the amount of insurance coverage.

B. Standard fire and extended coverage insurance with vandalism and malicious mischief endorsements covering the Trap Range Facilities and Easement to the extent of at least 100 percent of their full replacement value. The proceeds from any such policy shall be used by the Foundation first to restore the Trap Range Facilities and Easement to their condition existing prior to the occurrence of damage.

All insurance required hereunder shall be issued by insurance companies authorized to do business in the State of Colorado with a financial rating of at least an A+5A status as rated in the most recent edition of Best's Insurance Reports, shall be issued as a

primary policy, and shall contain an endorsement requiring 15 days prior written notice to all insured parties prior to cancellation or change in insurance coverage if such change should be a reduction in coverage. The Foundation shall furnish Grantor with certificates of insurance showing that all insurance required hereunder is in full force and effect. The Foundation releases Grantor and its authorized representatives from any claims for damage to any person or to the Trap Range Facilities or to the fixtures, personal property, improvements, and alterations of either the Foundation or Grantor in or on the Trap Range Facilities that are caused by or result from risks required to be insured against under any insurance policies required to be carried by the Foundation. The Foundation shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against Grantor in connection with any damage covered by any policy.

8. Maintenance. The Foundation shall maintain in as good of condition as when received, at its sole cost and expense, the Trap Range Facilities and the Easement. Such maintenance shall include, but is not limited to, the removal of snow and ice from the road over which the Easement is granted whenever necessary to assure access to the Trap Range Facilities.

9. Operation. The Foundation shall at all times operate, at its expense, the Trap Range Facilities and Easement for trap shooting range recreational purposes. Such operation shall include, but is not limited to:

a. The provision of adequate security to assure and protect the health and safety of the users of the Trap Range Facilities and the Easement.

b. The adoption, publication, and enforcement of rules and regulations for the use and operation of the Trap Range Facilities and the Easement, said rules and regulations to be submitted to Grantor for approval. The Foundation shall make such revisions of the rules and regulations as Grantor may direct from time to time upon notice to the Foundation. The Foundation shall not revise or amend the rules and regulations without the prior written consent of Grantor.

c. The posting of such signs and notices as are necessary to clearly identify the Trap Range Facilities and Easement as a trap range and to warn of the hazardous activity thereon.

10. No Assignment. The Foundation shall not, either voluntarily or by operation of law, sell, assign, transfer or encumber the Easement or permit the use thereof by anyone other than the Foundation, its agents, employees, members and guests except as provided in paragraph 3 herein.

11. Default. Time is of the essence with respect to the performance of every provision of this Bill of Sale and Grant of Easement in which time of performance is a factor. In the event that the Foundation is in default of any provision or covenant required to be performed by the Foundation under the terms and provisions of this Bill of Sale and Grant of Easement and if the Foundation shall fail to remedy or to commence with due diligence to remedy such default within a period of twenty (20) days after the service of written notice upon the Foundation by Grantor, specifying such default, or if the Trap Range Facilities are sold, leased, assigned, or otherwise conveyed, the Easement granted herein shall terminate at the expiration of such period of twenty (20) days; provided, however, that such termination shall not relieve the Foundation from liability to Grantor for such damages as may be suffered by reason of such default.

12. Evidence of Termination of Easement. In the event of the termination of the Easement granted herein pursuant to paragraph 11 herein, Grantor shall execute and acknowledge an affidavit setting forth the facts constituting the default by the Foundation, the fact that proper notice of such default was given to the Foundation, and the fact that the Foundation failed to remedy or to commence with due diligence to remedy such default in accordance with paragraph 11 herein. Such affidavit when properly recorded shall constitute conclusive evidence of the termination of the Easement.

13. Notice. Whenever under this Bill of Sale and Grant of Easement provision is made for any demand, notice, or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other party, it shall be in writing and served either personally or sent by certified mail, postage prepaid, addressed to the address set forth on the signature page of this Bill of Sale and Grant of Easement. All such notices, if mailed, shall be deemed sufficiently served or given, for all purposes hereunder, at the time the same shall be mailed by United States mail. Either party may, by like notice, at any time and from time to time, designate a different address to which notice shall be sent.

14. Attorneys' Fees. In the event that suit is filed by either party against the other for a breach or default under the terms of this Bill of Sale and Grant of Easement, the prevailing party shall be entitled to reasonable attorneys' fees.

15. Incorporation of Prior Agreement; Amendments. This Bill of Sale and Grant of Easement contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Bill of Sale and Grant of Easement, and no prior agreement or understanding pertaining to any such matter shall be accepted for any purpose. No provision of this Bill of Sale and Grant of Easement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors and interests.

16. Binding Effect. This Bill of Sale and Grant of Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.

17. Governing Law. This Bill of Sale and Grant of Easement has been executed and delivered in the State of Colorado and shall be construed in accordance with the laws of the State of Colorado.

GRANTOR:

SPRUCE VALLEY RANCH ASSOCIATES,
a Colorado general partnership

By: 

David C. Lockwood,
a general partner
P. O. Box 715
Breckenridge, Colorado 80424

FOUNDATION:

SPRUCE VALLEY RANCH FOUNDATION,
a Colorado nonprofit corporation

By: 

Winthrop C. Lockwood, Jr.,
President
P. O. Box 715
Breckenridge, Colorado 80424

STATE OF COLORADO)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on this 14th day of November, 1980 by David C. Lockwood, a general partner, of Spruce Valley Ranch Associates.

Witness my hand and official seal.

My commission expires: December 1, 1981.

Barbara D. Gain
NOTARY PUBLIC

STATE OF COLORADO)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on this 14th day of November, 1980 by Winthrop C. Lockwood, Jr., President of Spruce Valley Ranch Foundation.

Witness my hand and official seal.

My commission expires: December 1, 1981.

Barbara D. Gain
NOTARY PUBLIC