

AGREEMENT TO INITIATE
U.S. DEPARTMENT OF AGRICULTURE
Forest Service

5430 Exchanges

Pike-San Isabel National Forests & Cimarron
and Comanche National Grasslands Lutheran
Outdoor Ministries of the Rockies, Inc. Locke
Park Land Exchange

General Exchange Act of March 20, 1922 (42 Stat. 465, as amended; 16 U.S.C. 485, 486), Federal Land Policy and Management Act of October 21, 1976 (FLPMA) (43 U.S.C. 1716, 1717); Federal Land Exchange Facilitation Act of August 20, 1988 (102 Stat. 1086; 43 U.S.C. 1716).

We, **LUTHERAN OUTDOOR MINISTRIES OF THE ROCKIES, INC., D/B/A RAINBOW TRAIL LUTHERAN CAMP, 107 South Ninth Street, Suite B, Canon City, CO 81212, Telephone (719) 276-5233** hereinafter called the Non-Federal Party, and the **FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE**, acting through their authorized representatives, intend to exchange real property of equal value described in attached **Exhibit A** and **Exhibit B** under the terms and conditions described in the exhibits. It is understood that the basis for value of the exchange properties shall be appraisals approved by the Forest Service. This Agreement to Initiate authorizes each party to enter on lands of the other for such purposes as preparing land value appraisals, land line surveys, wildlife and wetland inventories, and other evaluations deemed necessary by the Forest Service to fully evaluate the effects and merits of the exchange proposal.

It is understood that upon approval of the exchange values, terms and conditions by the appropriate Forest Service official, the parties may enter into an Exchange Agreement that shall be binding to both parties. It is understood that prior to the Exchange Agreement, or issuance of a patent or deed by the United States, if no Exchange Agreement is executed, no action taken shall create or establish any contractual or other obligations against the Non-Federal Party or the United States. Either the Non-Federal Party or the Forest Service may withdraw from the exchange at any time prior to execution of the Exchange Agreement, or conveyance from the United States.

Pursuant to Section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716), a payment may be required by either party to equalize exchange values. The Non-Federal Party may reserve such rights as are acceptable to the Forest Service. Any reservations shall be subject to the rules and regulations of the Secretary of Agriculture, where applicable, and such

other conditions as may be agreed upon. The reservations and exceptions of the Non-Federal Party are listed in **Exhibit A** attached.

If this offer is approved and title accepted by the United States, the Non-Federal Party agrees to accept, in exchange, that National Forest System land described in Exhibit B attached, subject to the reservations and exceptions shown in **Exhibit B** attached. Title will be conveyed by Patent issued by the USDI-Bureau of Land Management.

It will be the Non-Federal Party's responsibility to furnish good and sufficient title to the property free from objectionable encumbrances. The Non-Federal Party will convey title by general warranty deed when notified to do so. A policy of title insurance satisfactory to the Office of General Counsel of the Department of Agriculture will be prepared at the expense of the Non-Federal Party.

The United States does not furnish title insurance for the property it conveys.

No authorization for compensation for costs assumed pursuant to the provision of 36 CFR 254.7 is provided.

The timeline for processing this proposal and the agreement on responsibility for costs on specific items (36 CFR 254.4(c)(6)) is provided for in **Exhibit C** (Implementation Schedule) and **Exhibit D** (Projected Costs and Allocation).

The parties agree that the "Other Conditions, Agreements, and Understandings", as shown on **Exhibit E**, attached hereto, are provisions of this exchange.

If the Non-Federal Party is assigned the responsibility of providing appraisals for the Federal and/or Non-Federal properties in the Implementation Schedule, execution of this agreement requires the Non-Federal Party to sign a Non-Federal Contracting of Appraisal Services Agreement, and to instruct the Forest Service-approved fee appraiser to provide the original copy of all reports to the assigned agency review appraiser for technical review purposes.

Qualified tenants occupying the non-Federal lands affected by this proposal may be entitled to relocation benefits under 49 CFR 24.2. The Non-Federal Party agrees to formally notify the Forest Service of any tenants occupying the non-Federal land and provide the Forest Service documentation that the tenant has been notified of the proposed land exchange.

Unless otherwise provided by law or regulation (49 CFR 24.101(a)(1)), relocation benefits are not applicable to owner-occupants involved in exchanges with the United States provided the owner-occupants are notified in writing that the non-Federal lands are being acquired by the United States on a voluntary basis.

Therefore, this Agreement to Initiate serves as that notice and by signing the same, the owner-occupants agree that they are not entitled to relocation benefits.

Each party to this agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for one (1) year or

more or disposed of or released on said lands. If evidence of hazardous substances is found, either party may refuse, without liability, to complete the exchange.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this proposal or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

The undersigned is a citizen of the United States or a corporation or other legal entity subject to the laws of the United States or a State thereof. The undersigned is also 21 years old or over and is the owner of the above described offered land or has a firm contract to acquire it.

This agreement may be executed in counterparts and together shall constitute but one agreement.

Notification Statement: Public Availability of Property-Related Information. Any party who has signed below acknowledges receipt of this notification: All documents pertaining to both Federal and non-Federal lands necessary for the evaluation, processing and consummation of a land adjustment transaction, including but not limited to appraisals, timber cruises, specialist reports, geology/mineral reports, title and other property information, are subject to public availability pursuant to the Freedom of Information Act (5 U.S.C. 522) and the Privacy Act (5 U.S.C. 552a).

However, it is the general intent of all parties that these land adjustment transaction documents will be considered "pre-decisional working papers" not subject to premature availability prior to the point which concludes evaluation of the proposal through the agency's established, required process and policy.

LUTHERAN OUTDOOR MINISTRIES OF THE ROCKIES,
INC., D/B/A RAINBOW TRAIL LUTHERAN CAMP, A
COLORADO NONPROFIT CORPORATION

8/11/22-

Date

BY: Michelle Rm Okos

MICHELLE R. M. OKES, President

Date

BY:

DIANA M. TRUJILLO

Forest and Grassland Supervisor

Pike-San Isabel National Forests & Cimarron and Comanche National Grasslands U.S.

Department of Agriculture

Forest Service

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is

0596-0105. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

LIST OF EXHIBITS

| | |
|-------------------------|---|
| <u>EXHIBIT A</u> | Description of Non-Federal Land |
| <u>EXHIBIT B</u> | Description of Federal Land |
| <u>EXHIBIT C</u> | Implementation Schedule |
| <u>EXHIBIT D</u> | Projected Costs and Allocation |
| <u>EXHIBIT E</u> | Other Conditions, Agreements and Understandings |

EXHIBIT A

Property the Non-Federal Party will consider exchanging:

Non-Federal Land:**Sixth Principal Meridian, Fremont County, Colorado****Township 20 South, Range 70 West**

Section 29: SW1/4SW1/4
Section 31: NE1/4NE1/4
Section 32: NW1/4NW1/4

Totaling: 120.00 acres, more or less.

Land reservations of the Non-Federal Party, and exceptions to title:**Reservations by the Non-Federal Party:**

None.

Outstanding rights/encumbrances affecting the Non-Federal Lands:

1. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 27, 1897 in Book 54 at Page 202.
2. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, as reserved in United States Patent recorded September 27, 1897 in Book 54 at Page 202.
3. Rights of way for ditches or canals together with any laterals, roads, or appurtenances thereto.
4. Easements and rights of way for ditches and wagon roads on subject property as set for in Warranty Deed recorded on April 24, 1906 in Book 142 at Page 181.

Other encumbrances:

1. If the standing structures are determined to be not eligible to the National Register of Historic Places, they will be removed in accordance with State of Colorado requirements by the non-Federal party prior to closing. If the standing structures are determined to be eligible to the National Register of Historic Places, the Forest Service in consultation with the State Historic Preservation Office will determine what mitigation measures will be required prior to removal of the structures. The hunting shack, loafing shed, and

storage shed will be removed by the non-Federal party prior to closing. All costs for removal will be at the expense of the non-Federal party.

2. Fences, in various states of disrepair, exist internally in and around the perimeter of the non-Federal property. All fences within and on the perimeter the non-Federal property will be removed by the non-Federal party at its expense. Internal fences will be removed prior to closing. Perimeter fences will be removed after closing as soon as reasonably possible, but no later than one year after the closing occurs.

EXHIBIT B

Property the USDA Forest Service will consider exchanging:

Federal Parcel:

New Mexico Principal Meridian, Custer and Fremont Counties, Colorado

Township 46 North, Range 12 East

Section 5: NE1/4SW1/4, SE1/4SW1/4 (portion), NE1/4SE1/4 (portion),
NW1/4SE1/4 (portion) and SW1/4SE1/4 (portion) *

Totaling: Approximately 100.73 acres, more or less.

*A boundary line survey to establish a boundary and create a legal description for the Federal parcel is required. The survey of the Federal Parcel will require Special Instructions from the BLM.

Land reservations of the USDA Forest Service, exceptions to title and uses to be recognized:**Reservations by the USDA Forest Service:**

1. Reserving to the United States a right-of-way thereon for ditches or canals, constructed by the authority of the United States, pursuant to the Act of August 30, 1890 (43 U.S.C. 945).
2. EXCEPTING AND RESERVING TO THE UNITED STATES, and its permittees, contractors and assigns, a perpetual easement for the existing Lake Creek Road (NFSR 198) and all appurtenances thereto, along and across a strip of land, hereinafter defined as the "premises", together with such reasonable rights of temporary use of land immediately adjacent to said right-of-way as may be necessary for the maintenance and/or repair of said road. Said easement being 66 feet wide, 33 feet each side of centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across portions of the NE1/4SW1/4 and NW1/4SE1/4 of Section 5, Township 46 North, Range 12 East, N.M.P.M., more particularly described as follows:

*TO BE SURVEYED (Note: the easement area shall be surveyed prior to closing of this transaction and the legal descriptions incorporated into the Patent to be issued by the USDI-Bureau of Land Management.)

The said easement hereby reserved is for the construction, reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing road or as it shall be located and constructed over and across the above-described premises.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean existing roads now existing or hereafter constructed on the premises or any segment of such roads.

If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the United States Forest Service and the Patentee as the true centerline of the premises reserved. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provide.

The United States alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

The United States shall have the right to use the road on the premises without costs for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules it may reasonably impose upon or require of other users of the road.

The United States shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

The Patentee has the right to use the road hereinafter to be constructed for all purposes deemed necessary or desirable by Patentee in connection with the protection, administration, management, and utilization of Patentee's lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as the United States may reasonably impose, the bearing of road maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

Patentee has the right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

Patentee has the right to all timber now or hereafter growing on the premises, subject to the United States' right to cut such timber as hereinbefore provided.

PROVIDED, that if the Regional Forester determines that the road, or any segment thereof, is no longer needed, for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Patentee, or their successors or assigns in interest.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

3. Grantee, its heirs and assigns, shall indemnify, defend and hold the United States of America, its various agencies and/or employees, harmless from any damage, loss, claims, liability and costs resulting in any way from activities, past, present or future, by any entity, on the above described property, specifically including but not necessarily limited to, those activities by which potentially hazardous substances, pollutants, or contaminants, or hazardous wastes, as defined by federal or state environmental laws were stored, used or otherwise disposed on the above-described property, and any response actions related in any manner to said hazardous substances, pollutants, or contaminants, or hazardous wastes.
4. Grantee, including its successors or assigns, further agrees that its obligation to indemnify the United States shall survive the conveyance of the Property and shall run with the land. This covenant may be enforced by the United States in a court of competent jurisdiction.

Outstanding Rights Affecting Federal Lands:

None.

Special Use Authorizations and Other Encumbrances Affecting the Federal Lands:

1. The Forest and Grassland Supervisor, PSICC, shall secure a termination of the Special Use Permit for an organizational camp issued to Lutheran Outdoor Ministries of the Rockies, Inc. d/b/a Rainbow Trail Lutheran Camp on July 25, 1997 (SAN302001) as amended.
2. At closing, the Non-Federal Party shall execute an easement for electric distribution lines that currently provide power to the RTLC. These electric distribution lines are not currently under a special use authorization by the USDA Forest Service.

The easement area to be described by survey.

3. BLM land records indicate Public Land Order 1481, issued in 1957, affects the N1/2SW1/4 and N1/2 SE1/4, Section 5, Township 46 North, Range 12 East, N.M.P.M., including the northernmost 77 acres of the Federal Parcel. This Order withdrew several sites on the San Isabel National Forest to protect recreation areas, including the Lake Creek Recreation Area. Based on guidance from the Department of Interior Solicitor's Office and the concurrence of the USDA General Counsel in March 2017, a partial revocation of the portion of this withdrawal affecting the Federal Parcel is not necessary since the Order withdrew NFS lands solely from appropriation under the public land laws. The General Exchange Act is not a form of appropriation under the public land laws. As such, the proposed exchange can be processed without revoking the withdrawal established by PLO 1481.

EXHIBIT C**IMPLEMENTATION SCHEDULE**
Locke Park Land Exchange**Land-for-Land Exchange**

| Case Name: Locke Park Land Exchange Action Item Feasibility Analysis (Items 1-9) | Responsible for Preparation | Responsible for Costs | Target Date | Actual Date |
|---|-----------------------------|-----------------------|-------------|-------------|
| 1. Exchange Proposal - Define the Estates | NFP/FS | NFP/FS | 11/19/2018 | 11/19/2018 |
| 1.a Field inspections of properties | FS | NFP/FS | 10/16/2019 | 10/16/2019 |
| 2. Forest Plan Compliance Review/Public Benefits Summary | FS | NFP | 08/2020 | 08/2020 |
| 2.a Wetland/Floodplain Analysis (preliminary) | FS | NFP | 08/26/2020 | 08/26/2020 |
| 2.b Resource evaluations (preliminary) | FS | NFP | 02-8/2020 | 02-8/2020 |
| 3. Obtain Title Insurance Commitment | NFP | NFP | 01/07/2021 | 01/07/2021 |
| 3.a Provide Complete Chain of Title back to Patent | NFP | NFP | 11/19/2018 | 11/19/2018 |
| 3.b Draft Certificate Use and Consent | FS | NFP | 04/08/2022 | 04/08/2022 |
| 4. Boundary Management Review, prepare LDVs | FS/BLM | FS | 04/05/2021 | 04/05/2021 |
| 5. Federal Land Status Report | FS | FS | 02/28/2022 | 02/28/2022 |
| 6. Water Rights Analysis (preliminary) | FS | NFP | 02/25/2020 | 02/25/2020 |
| 7. Valuation Consultation | FS | NFP | 05/03/2021 | 05/03/2021 |
| 8. Identify party responsible for costs | NFP/FS | NFP | 05/2022 | 07/2022 |
| 9. Draft ATI & Exhibits | FS | NFP | 05/2022 | 07/2022 |
| 10. Oversight (FA and Draft ATI) | FS | FS | 04/2022 | |
| 10.a Prior to ATI, Provide Notice to Tribes of Proposed Land Exchange [see No.14] | FS | FS | 04/2021 | 04/2021 |
| 11. Execute Agreement to Initiate (ATI) | FS | NFP/FS | 07/2022 | |
| 11.a Funds Available, Receive Shorthand Code from RACA, Create Work Plan | FS | FS | 08/2022 | |
| 12. Request BLM Serialization/Segregation | FS | FS | 08/2022 | |
| 12.a. Segregation by BLM | BLM | n/a | 09/2022 | |
| 13. Prepare Notice of Exchange Proposal (NOEP) [combine scoping notice with NOEP, see also nos. 18.b and 32]. | FS | NFP | 09/2022 | |
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| Case Name: Locke Park Land Exchange Action Item | Responsible for Preparation | Responsible for Costs | Target Date | Actual Date |
|---|-----------------------------|-----------------------|-----------------|-------------|
| 14. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, other Agencies and interested parties. | FS | NFP | 09/2022 | |
| 14.a. Notification to adjacent landowners Of both Federal & non-Federal lands. | FS | NFP | 09/2022 | |
| 15. Submit Notice of Publication for 30 day Appropriation Committee Review | FS | NFP | TBD | |
| 16. Notify Permittees | FS | NFP | 09/2022 | |
| 17. Publish NOEP for 4 weeks, 45 day Response period | FS | NFP | 09/2022-11/2022 | |
| 18. Initiate Public Scoping | FS | NFP | 09/2022 | |
| 18.a Public Involvement Plan, Meeting Facilitation (if needed) | FS | NFP | 09/2022 | |
| 18.b Draft Scoping Notice | FS | NFP | 09/2022 | |
| 18.c Public Scoping – mailing list | FS | NFP | 09/2022 | |
| 18.d Public Scoping –Public Meeting (if needed) | FS | NFP | TBD | |
| 18.e Review of Public Comments | Third-party NEPA Contractor | NFP | 11/2022 | |
| 19. Work Order Request - BLM Special Instructions and Land Survey Federal Lands (BLM/ Forest Service) | FS | NFP | 9/2022 | |
| 19.a Casdastral Survey of Reserved Federal Road Easement | BLM | NFP | TBD | |
| 19.b BLM Perform Dependent Resurvey | FS/BLM Surveyor | NFP | TBD | |
| 20. Request Withdrawal Revocation | n/a | n/a | n/a | |
| 21. Prepare Mineral Potential Report | FS | NFP | 11/2022 | |
| 22. Complete Certificate of Possession | FS | NFP | 10/16/2019 | 10/16/2019 |
| 23. Obtain SHPO Concurrence | FS | NFP | 02/2023 | |
| 23.a Provide input and facilitate contract of Cultural Resource survey permit | FS | NFP | 09/2022 | |
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| Case Name: Locke Park Land Exchange Action Item | Responsible for Preparation | Responsible for Costs | Target Date | Actual Date |
|--|---|--|-------------|-------------|
| 23.b Complete cultural resource inventory/ documentation of Federal Parcel | Third-party contractor | NFP | 10/2022 | |
| 23.c Review/approve contractor report and request SHPO concurrence | FS | NFP | 11/2022 | |
| 24. Review TES MIS Report/ Complete Consultation | Third-party contractor/FS | NFP | 11/2022 | |
| 24.a Provide input for contract of TES & MIS surveys and reports | FS | NFP | 11/2022 | |
| 24.b Conduct surveys and prepare TES & MIS Reports/draft Consultation | Third-party contractor | NFP | 10/2022 | |
| 24.c Review/approve resource reports, submit for consultation, if applicable | FS | NFP | 10/2022 | |
| 25. Prepare Wetlands/Floodplains Report | Third-party contractor | NFP | 10/2022 | |
| 25.a Provide input for contract of Wetland and Floodplain surveys & reports | FS | NFP | 10/2022 | |
| 25. b Review/approve Wetlands/Floodplain Report | FS | NFP | 10/2022 | |
| 26. Complete hazmat All Appropriate Inquiry (Phase I) process (a) Phase I (environ. site assessment) (b) Phase II (sampling) (c) Remediation (clean up) (d) Site Visit and Review by USFS (e) State concurrence (if required) (f) Indemnification language for deeds /patent (g) Phase I update (h) Review of update by USFS | (a) NFP (b) NFP (c) NFP (d) FS Envir. Eng. (e) FS Envir. Eng. (f) FS Envir. Eng./OGC (g) NFP (h) FS Env. Eng. | (a) NFP (b) NFP (c) NFP (d) NFP (e) NFP (f) NFP (g) NFP (h) NFP | 07/2023 | |
| 26.a Provide input for contract of Phase I | FS Envir. Eng. | NFP | 05/2023 | |
| 27. Analyze Transportation System (Roads/Access) | NFP, FS | NFP | 05/2023 | |
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| Case Name: Locke Park Land Exchange Action Item | Responsible for Preparation | Responsible for Costs | Target Date | Actual Date |
|---|-----------------------------|-----------------------|------------------------|-------------|
| 28. Request Appraisals, Prepare Request For Appraisal Services | FS | NFP | 02/2023 | |
| 28.a Provide oversight to appraisal contracting process (prepare SOW) | FS | FS | 02/2023 | |
| 28.b Contract Appraisals | NFP | NFP | 02/2023-03/2023 | |
| 29. Finalize Appraisals – contractor Submits to FS | Contract Appraiser | NFP | 07/2023 | |
| 30. Prepare appropriate NEPA documentation (Environmental Analysis) Ensure document addresses Compliance with Other Laws and Regulations, including those specific to LEXs – even if no issues were identified. | Third-party contractor | NFP | 11/2022-02/2023 | |
| 30.a FS oversight of NEPA process and contract as applicable | FS | NFP | 11-02/2023 | |
| 30.b FS coordination and review and Acceptance of Contractor's NEPA tasks and products as agreed upon | FS | NFP | 02/2023 (maybe longer) | |
| 31. Request BLM Concurrence on Mineral | RMET | FS | 12/2022 | |
| 32. NEPA Comment Period. Combined “scoping” and Publication of NOEP (45 days) | N/A | N/A | 03/2023-04/2023 | |
| 33. Appraisal Reviews and Approvals | FS | FS | 07/2023 | |
| 34. Certificate of Use and Consent | FS | NFP | 09/2022 | |
| 35. Agreement on Values | NFP/FS | NFP/FS | 07/2023 | |
| 36. Finalize NEPA Document | Third-party contractor/FS | NFP | 06/2023 | |
| 37. Prepare Draft Decision Notice Document | Third-party contractor/FS | NFP | 07/2023 | |
| 38. Prepare Draft Exchange Agreement | FS | NFP | 08/2023 | |
| 39. Oversight (NEPA document and supporting documents, draft decision, appraisals and reviews, draft exchange agreement, and initial file material) | FS | FS | 09/2022-07/2023 | |
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| Case Name: Locke Park Land Exchange Action Item | Responsible for Preparation | Responsible for Costs | Target Date | Actual Date |
|--|-----------------------------|-----------------------|---------------------|-------------|
| 40. Draft Decision Notice ready for Objection Period. | FS | FS | 08/2023 | |
| 41. Publish Notice of Objection Period and availability of Draft Decision and Final EA. | FS | NFP | 08/2023 | |
| 42. Objection Period (45 days) | N/A | N/A | 08/2023-09/2023 | |
| 42.a *Objection review period (45 days, Optional 30 day extension) | FS | FS | 10/2023-11/2023 | |
| 42.b Sign decision (no objections filed) *Sign decision (if objection(s) filed) | FS | FS | 09/2023 *12/2023 | |
| Target Dates below based on no objections being filed. Add 2-3 months if objection(s) filed | | | | |
| 43. *Certify Estate Consistency - estate appraised is identical to physical estate; estate noted in Decision, Exchange Agreement, and Deeds. | FS | NFP | 09/2023 | |
| 43.a Update Title Commitment (if needed). | NFP | NFP | 09/2023 | |
| 44.a Prepare/Obtain Easements | NFP/FS | NFP | 10/2023 | |
| 44.b Prepare Relinquishments for Special Use Permits | FS | NFP | 10/2023 | |
| 45. Prepare Deeds to Non-Federal Lands; Prepare Patent Request/Quitclaim Deed. | FS | FS | 10/2023 | |
| 46. Request Preliminary Title Opinion | FS | FS | 10/2023 | |
| 47. Provide Preliminary Title Opinion (draft deed/patent included) | OGC | OGC | 11/2023 | |
| 48. Execute Exchange Agreement | NFP/FS | NFP/FS | 10/2023 | |
| 49. Prepare Form FS-5400-10 (Digest), LADS entries/report | FS | NFP | 09/2023 | |
| 50. Submit to WO for Congressional Oversight (if needed) If Federal lands are > \$1MM, require the 30-day review period. If Federal lands are valued btw \$500K - \$1MM, only advance notice to Congress is necessary, no 30 day congress oversight. | FS | FS | 11/2022 | |
| 51. Record Exchange Agreement (optional) | FS | NFP | 10/2023 | |
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| Case Name: Locke Park Land Exchange Action Item Feasibility Analysis (Items 1-9) | Responsible for Preparation | Responsible for Costs | Target Date | Actual Date |
|---|------------------------------|------------------------------|----------------|-------------|
| 52. Supplemental Certificate of Possession | FS | NFP | 11/2023 | |
| 53. Execute Easements/Relinquishments | FS/NFP/3 rd party | FS/NFP/3 rd Party | 12/2023 | |
| 54.a Request Patent | FS | FS | 10/2023 | |
| 54.b Execute Deed to Non-Federal Land | NFP | NFP | 12/2023 | |
| 55. Deliver Deeds and Patent to escrow holder | FS | FS | 12/2023 | |
| 56. Record Patent and All Deeds | Title Co./ County | NFP | 12/2023 | |
| 57. File Water Rights Transfer/Use Documents | FS/ NFP | NFP | n/a | |
| 58. Return Deeds to Non-Federal Land with Title Insurance Policy | Title Co./ County | NFP | 12/2023 | |
| 59. Final Certificate of Use and Consent | FS | NFP | 01/2024 | |
| 60. Send official docket (with recorded Patent and Deed) to RO | FS | FS | 01/2024 | |
| 61. Submit Final Form FS-5400-10(Digest) Finalize LADS entries/report | FS | FS | 01/2024 | |
| 62. Request Final Title Opinion | FS | FS | 01/2024 | |
| 63. Provide Final Title Opinion | OGC | OGC | 02/2024 | |
| 64. Post Status and Close Case | FS | FS | 02/2024 | |

NFP = Non-Federal Party (TMII Development, LLC)

FS = Forest Service

RMET = Regional Mineral Examiner Team

OGC = USDA Office of General Counsel

BLM = USDI Bureau of Land Management

* Certify that the estate appraised is identical to the physical estate, estate noted in the Forest Service's Land Description Verification Form (LVD), Decision Document, Exchange Agreement, and Deeds.

EXHIBIT D Projected Costs and Allocation

| Tasks/Actions | Party Responsible for Task/Action | | FS Responsible for Costs | Funds to be Collected from NFP (\$) | Costs NFP to Pay Direct to Vendor |
|---|-----------------------------------|-----|--------------------------|-------------------------------------|-----------------------------------|
| | FS | NFP | | | |
| Phase I Environ. Site Assessment (ESA) | | X | | | X |
| Review and Approval Phase 1 ESA reports | X | | | \$2,500 | |
| NEPA analysis/reports for cultural resources, TES, Forest Sensitive Species, MIS wildlife and botany; wetlands/floodplains; recreation (Wild & Scenic River, travel mgt., dispersed recreation). To be completed by third-party contractor. | | X | | | X |
| Preparation of draft NEPA Document by third-party contractor | | X | | | X |
| Forest Environmental Coordinator to: provide NEPA process oversight & coordination; establish NEPA Requirements; prepare third-party contractor agreements; and review docs. | X | | | \$12,000 | |
| Mineral Potential Report, Forest Service Geologist | X | | | \$11,056 | |
| Appraisal report(s) for exchange parcels (to be completed by third-party contractor) | | X | | | X |
| Establish Appraisal Requirements & Review of Appraisal. | X | | X | | |
| Forest Administrative/Budget/Clerical Support | X | | | \$3,688 | |
| Forest Staff Review/Approvals of third-party contractor analyses/reports on TES, Forest Sensitive Species, MIS for wildlife and botany; wetlands/floodplains; recreation; hydrology (water rights), cultural | X | | \$19,300 | \$31,228 | |
| Land Status Record Updates | X | | X | | |
| Land Survey by BLM | | | | | X |
| Forest Surveyor preparation of work agreement, coordination, & review of BLM land survey | X | | X | | |
| Line Officer/RO/Staff Officer Review/Approvals | X | | X | | |

| Tasks/Actions | Party Responsible for Task/Action | | FS Responsible for Costs | Funds to be Collected from NFP (\$) | Costs NFP to Pay Direct to Vendor |
|---|-----------------------------------|-----|--------------------------|-------------------------------------|-----------------------------------|
| | FS | NFP | | | |
| Public Information Officer Tasks – Congressional Notifications, Adjacent Landowner Notifications (neighbors), County Commissioners, Notifications at local level (legal notice) | X | | | 900 | |
| Realty tasks, Project Management | X | | | \$33,000 | |
| Realty tasks, RO Title Examiner | X | | X | | |
| Closing Costs | X | X | | | X |
| Title Policy | X | X | | | X |
| Publication of legal notices | X | | | | X |
| Grand Total | | | | \$94,372 | |

EXHIBIT E**U.S. AND NON-FEDERAL PARTY****OTHER CONDITIONS, AGREEMENTS AND UNDERSTANDINGS***Locke Park Land Exchange***1. General Direction and Processing Costs**

Subject to the conditions and limitations herein, the Non-Federal Party shall be responsible for all costs associated in processing the land exchange as itemized on Exhibit D attached hereto ("Processing Costs and Allocation"). Estimates based on known information today without field visits or extensive data search.

Should there be unforeseen tasks, complications or unanticipated costs, the Implementation Schedule in Exhibit C and the Processing Costs, Exhibit D, will be revised. Any such modification(s) will be made per No. 3. Modifications.

2. Billing

Prior to commencement of work, the U.S. Forest Service shall bill the NFP for payment of the estimated total cost of \$94,372 for Forest Service personnel, tasks, and travel expenses as specified in Exhibit D.

Forest Service will provide quarterly written financial updates to Non-Federal Party.

Overhead costs shall be waived.

3. Modifications

This Agreement may be modified or amended only in writing signed by the parties hereto. Supplementary deposits may be required to fund the completion of this land exchange and will be documented in mutually-approved modifications to this agreement.

4. Collections

These funds shall be available for use through December 31, 2024.

5. Refunds

Funds collected in advance by the Forest Service, which are not spent or obligated for this land exchange, will be refunded to the Non-Federal Party. Due to processing costs, any balance less than \$25 shall not be refunded to the Non-Federal Party.

6. Property Taxes

The Non-Federal Party is responsible for any and all outstanding taxes and assessments on the non-Federal land being conveyed to the Forest Service.

7. Direct Payment to Vendor for Services

As indicated in Exhibit D, the Non-Federal Party will pay the provider/contractor directly for the following costs:

- Title Commitments
- Environmental Data Reports (for Phase I ESA's)
- Policies of Title Insurance
- Escrow Costs, Recording and Miscellaneous Fees for Closing
- Publication Fee for Notice of Exchange Proposal, Scoping, and Decision
- BLM cadastral surveys
- Other Contracts, Fees and Services as Identified.

8. Contract and Direct Payment to Vendor for Services

The Non-Federal Party (NFP) will contract with and pay the contractor directly for the following services:

- Appraisals
- NEPA Analysis
- Resource Surveys and Environmental Analysis pursuant to NEPA

Forest Service specialists will provide the Non-Federal Party with information and requirements for the preparation of the scope of work for the contracts to ensure that the work is performed and prepared in compliance with law, regulation, and policy and acceptable to the Forest Service.

Forest Service specialists will participate with the Non-Federal Party in the preparation of the scope of work and the screening and selection of the contractors as determined necessary or required.

Forest Service resource specialists will provide oversight to resource survey, analysis and documentation, and preparation and review of the NEPA document.

Each contractor will provide their work products for Forest Service review and approval. Approval of the contract work for use in this land exchange is contingent upon Forest Service acceptance of each contractor's work products.

9. Equalization of Value

Equalization of value shall be accomplished in the land exchange following the below sequences:

If necessary, a cash equalization payment between the parties will be pursued in order to equalize values. In the event the value of the Non-Federal Parcel exceeds the value of the Federal Parcel by less than 25 percent of the Federal value, the Forest Service will attempt to secure funds to make a cash equalization payment to the Non-Federal Party to make the values equal. If sufficient Forest Service cash equalization funds are unavailable to make up the

difference, the Non-Federal Party proposes to reduce the size of the Non-Federal Parcel and to donate the portion of the Non-Federal parcel not included in the exchange to the United States of America. If the Non-Federal Parcel is reduced, new legal descriptions for the exchange parcel and the donated parcel would be needed.

Note: Any donation would be: 1) voluntary; 2) independent of and without bearing on the evaluation, approval or valuation of the land exchange; and 3) processed as a separate transaction. As such, any potential or proposed donation would not be considered in the processing of this land exchange.

In the event the value of the Non-Federal Parcel exceeds the value of the Federal Parcel by more than 25 percent of the value of the Federal Parcel, the parties agree to reduce the size of the Non-Federal Parcel to be within the limits of cash equalization.

In the event the Federal Parcel exceeds to the value of the Non-Federal Parcel by more than 25 percent of the value of the Non-Federal Parcel, the parties agree to reduce the size of the Federal Parcel by removing necessary portions of Areas 1 and/or Area 2 as shown on the attached map dated March 2, 2021 titled “Locke Park Land Exchange Map 4, Federal Parcel – Rainbow Trail Lutheran Camp, T. 46 N., R. 12 E., N.M.P.N., Options to Reduce Federal Parcel Size & Existing Special Use Authorization Area.”

10. Boundary Management

Upon consummation of the exchange, the Forest Service Surveyor will identify: (1) new boundaries which require marking and posting; and (2) existing boundaries which are no longer desired or no longer valid that require the removal of existing posts and signs.

The Non-Federal Party shall complete, at their expense, the removal of existing posts and signs of the Forest Service boundaries that are no longer valid, as identified by the Forest Service.

11. Third Party Facilitator

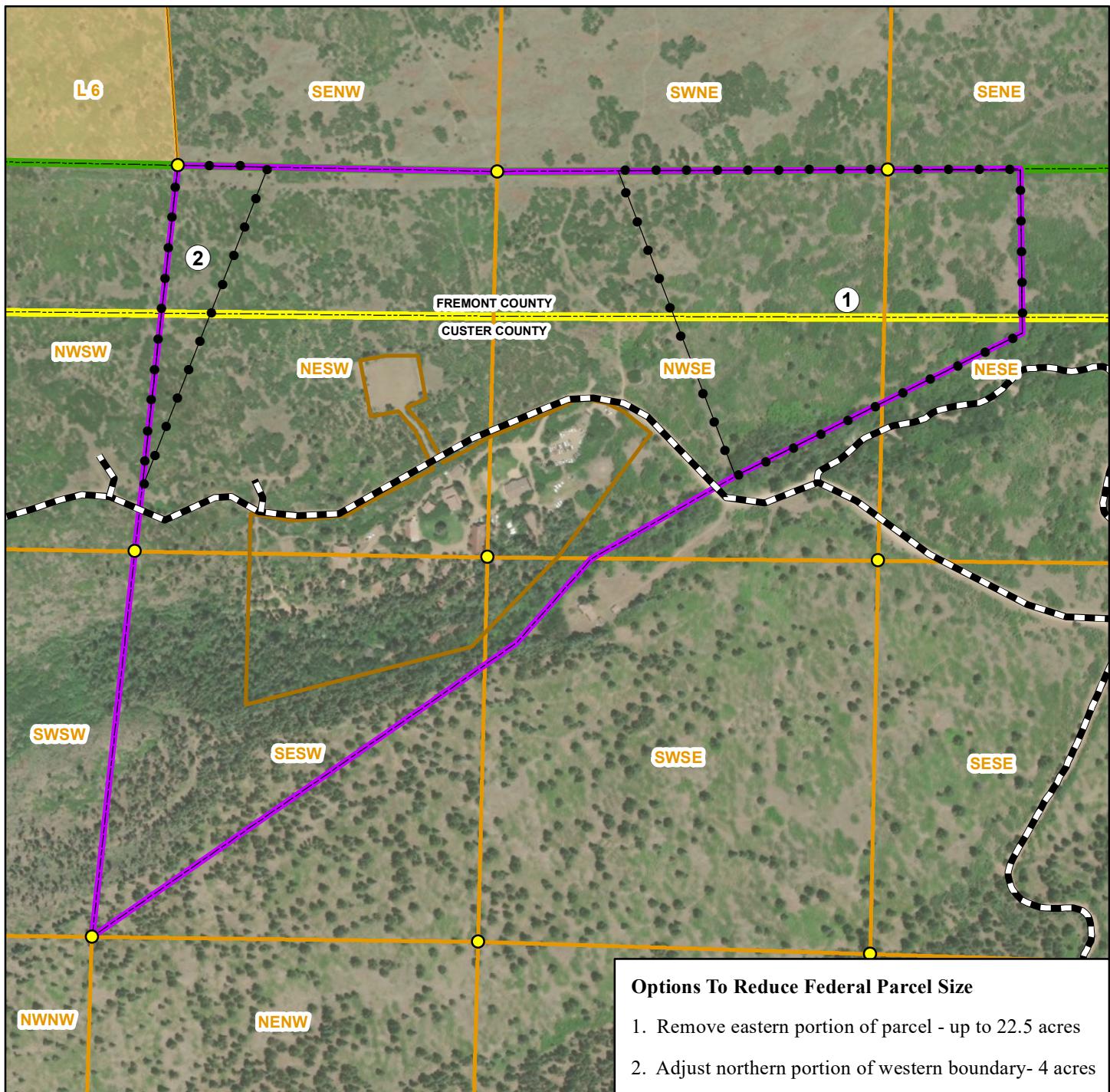
Western Land Group, Inc. (“WLG”) has been retained by the Non-Federal Party to facilitate the land exchange and serve as the point of contact with the Forest Service. Western Land Group is authorized to negotiate on TMII’s behalf for the purpose of processing the exchange. Western Land Group is also offering its services in providing NEPA documentation, obtaining appraisals and surveys, and completing other necessary components to complete the land exchange.

All negotiations and agreements are subject to approval by the Board of Directors of the Non-Federal Party. The Board President, Ms. Michelle R.M. Okes, retains sole authority to sign key documents such as the Agreement to Initiate and Exchange Agreement on behalf of the Board.

12. Contact Information

| Non-Federal Party | U.S. Forest Service |
|---|---|
| Name: David Jarvis Title: Executive Director, Rainbow Trail Lutheran Camp Address: 107 S. Ninth Street, Suite B City, State, Zip: Canon City, CO 81212 Telephone: 970-215-4405 Email: dave@rainbowtrail.org | Name: Max Forgensi Title: Lands and Special Uses Program Manager Address: 810 Front Street City, State, Zip: Leadville, CO 80461 Telephone: 970-309-4861 Email: justin.forgensi@usda.gov |

| Third Party Facilitator | |
|---|--|
| Name: Todd Robertson, Western Land Group Address: 2450 East Street City, State, Zip: Golden, CO 80401 Telephone: 303-324-4232 Email: trobertson@westernlandgroup.com | |



Locke Park Land Exchange

Map 4

Federal Parcel - Rainbow Trail Lutheran Camp

T. 46 N., R. 12 E., N.M.P.M.

Options to Reduce Federal Parcel Size & Existing Special Use Authorization Area

0 500 1,000 1,500
Feet

1:6,000

- Federal Parcel
- Options to Reduce Federal Parcel Size
- RTLC Organization Camp SUP SAN302001
- Administrative Boundary - San Isabel National Forest
- NFS Roads (FSGeodata)
- Aliquot Parts & Govt Lots (PLSS)
- Point Data (PLSS)

Map date: March 2, 2021
Aerial Imagery Source: ESRI ArcGIS Online
World Imagery (Maxar, 7/9/2019)

