



GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Grant") is entered into this 29th day of September, 2000 by **Cuchara River, LLC, a Colorado limited liability company** ("Cuchara"), on behalf of itself, agents, guests, invitees, licensees, successors, assigns and subsequent purchasers.

RECITALS:

A. Cuchara owns certain undeveloped real property comprised of Tracts 1 through 5, inclusive, and Tracts 7 through 16, inclusive, Cuchara River Estates, as depicted on that certain subdivision plat for Cuchara River Estates, dated September 23, 1999 and recorded September 23, 1999 at Reception No. 341110, as subsequently amended by Amendment 1 to subdivision plat dated September 29, 2000 and recorded September 29, 2000 MAP 434, Recpt# 346143, of the Huerfano County, CO real estate records. The plat and amended plat are hereinafter collectively called the "Final Plat." La Maravilla, LLLP, a Colorado limited liability limited partnership owns certain undeveloped real property described as "Tract 6, Cuchara River Estates," as depicted on the Final Plat. All of the tracts which comprise Cuchara River Estates, including Tract 6, together with all easements and appurtenances, including the Commons Area, as depicted on the Final Plat, are collectively called the "Cuchara River Estates Property." Cuchara also owns approximately 160 acres of undeveloped real property in Huerfano County, CO bordered by the Cuchara River Estates Property to the north, south and west, known as "Cuchara River Ranch," as more particularly described on Exhibit A attached hereto and incorporated herein ("Cuchara River Ranch"). The Cuchara River Ranch is not part of the Cuchara River Estates Property, nor is it subject to the Final Plat. Cuchara River Ranch is subject to, and affected by, the terms and conditions of this Grant.

B. Cuchara also owns certain undeveloped real property comprising approximately 1,448 acres adjacent to the Cuchara River Estates Property ("Raspberry Mountain Ranch Property") located in Huerfano County, CO, as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Subject to the express terms and provisions of this Grant, Cuchara desires to create perpetual easements as provided herein, and impose certain maintenance obligations as provided herein, to insure the terms and provisions of this Grant burden future owners and future owners' lessees, licensees, invitees and guests of the Cuchara River Estates Property, Cuchara River Ranch and Raspberry Mountain Ranch Property, as specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby incorporated, the parties agree as follows:



ARTICLE I CREATION AND USE OF EASEMENT

1.1 Incorporation. The above Recitals are hereby incorporated herein as if fully set forth in this section.

1.2 Creation of Easements.

A. Entry Way Feature Easement. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a perpetual exclusive signage and Entry Way Feature Easement 200' in width (100' of either side of the center line of Mountain Valley Road) and 40' in length, commencing at a set back point 200' from the eastern boundary line of the Cuchara River Estates Property and Colorado Highway 12, over and across Tracts 5 and 7 of the Cuchara River Estates Property, for the construction, erection, maintenance and repair of a gate, entry way and signage to the Cuchara River Estates Property, as depicted on the Final Plat and legally described on Exhibit C attached hereto and incorporated herein, and depicted on the map attached hereto and incorporated herein as Exhibit C-1 ("Entry Way Feature Easement"). The Entry Way Feature Easement shall burden Tracts 5 and 7, benefit the Cuchara River Estates Property and the Raspberry Mountain Ranch Property, and shall be maintained by Cuchara until such time as the Entry Way Feature Easement is turned over to the Cuchara River Estates Property Owners Association, Inc., a Colorado not-for-profit corporation ("Cuchara River Estates POA").

B. Ingress and Egress.

i. Private Roads. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a perpetual non-exclusive 60' wide (30' of centerline) ingress and egress easement over and across the private roads known as "Mountain Valley Road" and "Terrace Trail" ("Private Road Easement"), as depicted on the Final Plat and the map attached hereto as Exhibit D and incorporated herein. The Private Road Easement shall benefit individual tract owners within the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the owner of the Cuchara River Ranch, burden individual tract owners within the Cuchara River Estates Property and the Cuchara River Ranch, as more particularly described on the Final Plat, and be maintained as provided below. The Private Road Easement granted herein shall be limited to residential use solely for the purposes of ingress and egress to and from the Cuchara River Estates Property and Raspberry Mountain Ranch Property. Notwithstanding the previous sentence, the portion of the Private Road Easement known as "Mountain Valley Road" may be utilized for commercial purposes by the owner of Cuchara River Ranch, provided such commercial use shall not unreasonably interfere with, or impair, the use of the Private Road Easement.

ii. Tract 1 Ingress, Egress and Utility Easement. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a private perpetual exclusive 40' wide ingress and egress and utility easement across Tract 2 solely for the benefit of Tract 1 for ingress and egress to Tract 1 from Colorado Highway 12, and for the design, construction, installation, maintenance and repair of utilities consisting of, but not limited to, electric and telephone, as depicted on the Final Plat ("Tract 1 Ingress and Egress Utility Easement"), legally described on Exhibit E attached hereto and incorporated herein, and depicted on the map attached hereto as Exhibit E-1 and incorporated herein. The Tract 1 Ingress and Egress Utility Easement shall be for the sole benefit of Tract 1, burden Tract 2, and shall be maintained as provided below.

iii. Tract 1 and Tract 2 Ingress and Egress and Utility Easement. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a private perpetual non-exclusive 30' wide ingress and egress and utility easement over and across the Cuchara River Ranch from Colorado Highway 12 west along the existing jeep trail known as "Cuchara River Ranch Road," and running northerly through and across Tract 2 to a portion of Tract 1 for ingress and egress, and for the design, construction, installation, maintenance and repair of utilities consisting of, but not limited to, electric and telephone, as depicted on the Final Plat and legally described on Exhibit F attached hereto and incorporated herein ("Tract 1 and Tract 2 Ingress and Egress and Utility Easement"). The Tract 1 and Tract 2 Ingress and Egress and Utility Easement is depicted on the map attached hereto and incorporated herein as Exhibit F-1. The Tract 1 and Tract 2 Ingress and Egress and Utility Easement shall be for the sole benefit of Tract 1 and Tract 2, burden the Cuchara River Ranch and Tract 2, and be maintained as provided below.

iv. Tract 15 and Tract 16 Ingress and Egress Easement. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a private perpetual non-exclusive 30' ingress and egress easement (15' from the center boundary line of Tracts 15 and 16) over and across Tracts 15 and 16, as depicted on the Final Plat and the map attached hereto as Exhibit G and incorporated herein ("Tract 15 and Tract 16 Ingress and Egress Easement"). The Tract 15 and Tract 16 Ingress and Egress Easement shall be for the sole benefit of Tracts 15, 16, 1 and 2, burden Tracts 15 and 16, and be maintained as provided below.

C. Emergency Access and Utility Easement. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a private perpetual non-exclusive 30' wide emergency ingress and egress and utility easement over and across the Cuchara River Ranch from Colorado Highway 12 west to Mountain Valley Road along Cuchara River Ranch Road for the sole use by law enforcement, fire, rescue and medical vehicles and equipment, and owners of tracts within the Cuchara River Estates Property and

Raspberry Mountain Ranch Property for emergency or life or property threatening circumstances, and for the design, construction, installation, maintenance and repair of utilities consisting of, but not limited to, electric and telephone, as depicted on the Final Plat and legally described on Exhibit H attached hereto and incorporated herein ("Emergency Access and Utility Easement"). The Emergency Access and Utility Easement is more particularly depicted on the map attached hereto as Exhibit H-1 and incorporated herein. The Emergency Access and Utility Easement shall burden the Cuchara River Ranch, benefit the Cuchara River Estates Property and Raspberry Mountain Ranch Property, and be maintained as provided below.

D. Utility Easements. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a private perpetual non-exclusive 60' utility easement over, across and under Mountain Valley Road and Terrace Trail for the design, construction, installation, maintenance and repair of utilities consisting of, but not limited to, electric and telephone, for the benefit of the Cuchara River Estates Property, the Cuchara River Ranch and Raspberry Mountain Ranch Property ("Utility Easements"), as depicted on the Final Plat, and depicted on the map attached hereto as Exhibit I and incorporated herein. The Utility Easements shall burden the Cuchara River Estates Property and the Cuchara River Ranch, as depicted on the Final Plat, and be maintained as provided below.

E. Tract 1 Utility Easement. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a private perpetual non-exclusive 30' utility easement for the sole benefit of Tract 1 over and across Tract 2 ("Tract 1 Utility Easement") for the design, construction, installation, maintenance and repair of utilities consisting of, but not limited to, electric and telephone, as depicted on the Final Plat and legally described on Exhibit J attached hereto and incorporated herein. The Tract 1 Utility Easement is depicted on the map attached hereto and incorporated herein as Exhibit J-1. The Tract 1 Utility Easement shall burden Tract 2 and be maintained as provided below.

F. Cuchara River Ranch Utility Easement. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a private perpetual non-exclusive utility easement over and across the Cuchara River Ranch 30' in width as described in Section 1.2C above, and 20' in width south across the most easterly portion of Tract 11 to the termination of Terrace Trail ("Cuchara River Ranch Utility Easement") for the design, construction, installation, maintenance and repair of utilities consisting of, but not limited to, electric and telephone, as depicted on the Final Plat, and legally described on Exhibit K attached hereto and incorporated herein. The Cuchara River Ranch Utility Easement shall benefit the Cuchara River Estates Property and the Cuchara River Ranch, burden the Cuchara River Ranch and Tract 11, and be maintained as provided below. The Cuchara River Ranch Utility Easement is more particularly depicted on the map attached hereto and incorporated herein as Exhibit K-1.

G. Commons Area. Subject to the other terms and provisions of this Grant, Cuchara hereby creates, establishes, grants and conveys unto itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers a perpetual exclusive non-motorized commons area easement for the common use and benefit of all individual tract owners within Cuchara River Estates, over and across a portion of the Cuchara River Estates Property, as depicted on the Final Plat as the "Commons Area," and legally described on Exhibit L attached hereto and incorporated herein ("Commons Area"). The erection or installation of any improvements within the Commons Area shall be expressly prohibited. The Commons Area is depicted on the map attached hereto and incorporated herein as Exhibit L-1, and shall be maintained as provided below. The Commons Area remains subject to that certain easement granted for the benefit of the Cucharas Water Group, as described in the Grant of Easement recorded December 19, 1996 at Reception No. 327073 of the Huerfano County, CO real estate records.

1.3 Compliance. The Entry Way Feature Easement, Private Road Easement, Tract 1 Ingress and Egress and Utility Easement, Tract 1 and Tract 2 Ingress and Egress and Utility Easement, Tract 15 and Tract 16 Ingress and Egress Easement, Emergency Access and Utility Easement, Utility Easements, Tract 1 Utility Easement, Cuchara River Ranch Utility Easement and Commons Area (collectively, "Easements"), as created herein, shall be in compliance with all applicable laws and regulations. This Grant and the Easements will be subject to all existing restrictions, encumbrances, easements and rights-of-way of record, if any, on the date of this Grant.

1.4 Duration. This Grant and the Easements, as created herein, shall run perpetually with the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch, as provided herein, and will be binding upon Cuchara, itself, its agents, guests, invitees, licensees, successors, assigns and subsequent purchasers. If at any time the Cuchara River Estates Property, Raspberry Mountain Ranch Property or the Cuchara River Ranch are conveyed, the selling or conveying party will be released from all personal obligations under this Grant, except for those obligations arising during the period of such selling or conveying party's ownership of the parcel that was sold or conveyed.

1.5 No Dedication for Public Use. The Easements are created for the purposes set forth in this Grant, and there shall be no express or implied dedication of the Easements for public purposes.

1.6 No Barriers or Impediments. No fences, barriers, impediments, gates or other improvements ("Impediments") shall be constructed, erected, installed or maintained in the Easements without the prior written consent of the owners of the Cuchara River Estates Property, Raspberry Mountain Ranch Property or the Cuchara River Ranch which would impede the use of the Easements. The owners of the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch shall have the right to remove any Impediments from the Easements and shall have no liability to any other party for any damage caused to such Impediment. If a party has caused or allowed an Impediment to be constructed, erected, installed



346144 09/29/2000 02:39P EASE Judy Benine
5 of 31 R 155.00 D 0.00 Huerfano Co.

or maintained in the Easements, such party shall bear the costs of the removal of such Impediment.

ARTICLE II VACATION

All Easements created in this Grant vacate all prior easements for the Cuchara River Estates Property and the Cuchara River Ranch, except as otherwise depicted on the Final Plat.

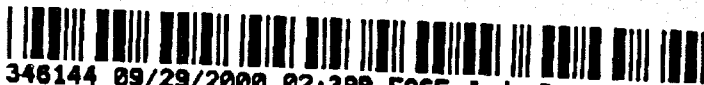
ARTICLE III MAINTENANCE AND REPAIR

Except as provided below, Cuchara, and the Cuchara River Estates POA, when and at such time as authorized by Cuchara in writing, shall, at their sole cost and expense, maintain and repair the Easements, including without limitation, maintaining adequate insurance coverage for the use of the private roads, Mountain Valley Road, Terrace Trail and the Commons Area. Notwithstanding anything contained herein to the contrary, the Tract 1 Ingress and Egress and Utility Easement, Tract 1 and Tract 2 Ingress and Egress and Utility Easement, and the Tract 15 and Tract 16 Ingress and Egress Easement shall be maintained at the sole cost and expense of the owners of the tracts benefitted by such easements.

ARTICLE IV BINDING EFFECT

4.1 Easements Run with Land. The Easements and rights and obligations in this Grant shall run with, and be appurtenant to, the owners of the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch, and shall be binding upon the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch, and all present and future owners, lessors, lessees, permittees, agents, guests, licensees, successors, assigns and subsequent purchasers, including the Cuchara River Estates POA, of the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch, and shall inure to the benefit of all present and future owners, lessees, permittees, agents, guests, licensees, successors, assigns and subsequent purchasers, including the Cuchara River Estates POA, of the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch. Upon execution of this Grant, each owner of a tract located within the Cuchara River Estates Property, Raspberry Mountain Ranch Property or the Cuchara River Ranch shall automatically become vested with the rights provided under this Grant and burdened by the obligations contained herein.

4.2 Successors and Assigns. This Grant shall inure to the benefit of, and be binding upon, Cuchara and its respective heirs, personal representatives, successors, assigns, agents, guests, licensees and subsequent purchasers.



346144 09/29/2000 02:39P EASE Judy Benine
6 of 31 R 155.00 D 0.00 Huerfano Co.

4.3 Dominant and Servient Estates. The Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch benefitted by the rights and obligations of the Easements created herein which affect or burden the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch, shall be the dominant estate, and the Cuchara River Estates Property, Raspberry Mountain Ranch Property and the Cuchara River Ranch burdened by such rights and obligations shall be the servient estate.

4.4 Reservation of Rights. As long as Cuchara owns any part of the Cuchara River Estates Property, Raspberry Mountain Ranch Property or the Cuchara River Ranch, Cuchara shall have and reserve the right to create and grant additional rights of use of the Easements.

4.5 Damage to Easements. Any owner who shall damage any portion of the Easements created herein shall be responsible for the repair of such damage at his sole cost and expense, and shall not unreasonably interfere with the use and enjoyment of the servient estates. If any damaging owner fails to repair any such damage as provided in this Grant, Cuchara shall have the right to repair the same after 30 days' prior written notice to the damaging owner.

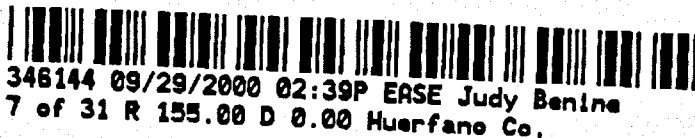
ARTICLE V ENFORCEMENT

5.1 General Rights of Enforcement. This Grant may be enforced as provided below by Cuchara or the Cuchara River Estates POA. Cuchara or the Cuchara River Estates POA shall have the right to file an action directly against the owner of a tract of property burdened by this Grant for any violation or impediment of the Easements created hereby and attorney's fees incurred, together with interest at the rate of 18% per annum.

5.2 Nuisance. Every violation of this Grant, or any part hereof, is hereby declared to be and constitute a nuisance, and every remedy allowed therefore by law or equity against an owner shall be applicable against every such violation.

5.3 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Grant, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs incurred in such action and interest thereon at the rate of 18% per annum from the date of delinquency. Any judgment entered shall provide for interest on the delinquent amounts at the rate of 18% per annum after the date of entry of judgment. Costs for purposes of this Section 5.3 shall include court costs and reasonable attorney's fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

5.4 No Waiver. The failure of any owner to enforce any of the conditions, covenants or obligations contained herein shall in no event be deemed to be a waiver of the right to do so



for subsequent violations or the right to enforce any other conditions, covenants or obligations contained herein.

5.5 Liability of Owner. The owner of a tract shall be responsible for any violation of this Grant by the permittees of such owner.

ARTICLE VI MISCELLANEOUS

6.1 Amendments. No amendment to this Grant shall be effective unless it shall be in writing and signed by the party against whom the enforcement thereof is sought.

6.2 No Third Party Beneficiaries. Except as provided in Sections 4.1 and 4.2 above, this Grant is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give or be construed to give to any person or entity, other than the parties hereto, any legal or equitable rights hereunder.

6.3 Notices. All notices pertaining to this Grant shall be addressed as follows:

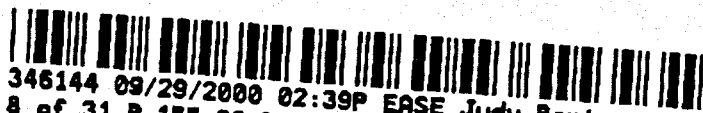
Cuchara River, LLC
419 W. Main St.
Trinidad, CO 81082
Attn: Georgi Clark
Telephone: 719-846-9867
Facsimile: 719-846-7590.

All notices shall be in writing and shall be deemed duly given if personally delivered or sent by facsimile or certified mail. If sent by certified mail, notice shall be deemed to have been received and effective 3 days after mailing.

6.4 Entire Agreement. This Grant contains the entire agreement and understanding between the parties. All prior representations, stipulations, warranties, agreements and understandings with respect to the subject matter of this Grant are herewith merged.

6.5 Governing Law. This Grant has been executed and delivered within the State of Colorado, and shall be construed, interpreted and applied in accordance with the laws of the State of Colorado.

6.6 Severability. If any provision of this Grant, or the application of such provision to any person or circumstance, is declared by a court or competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the remaining provisions hereof or the application of such provisions to person or circumstances other than those to which it is held



346144 09/29/2000 02:39P EASE Judy Benine
8 of 31 R 155.00 D 0.00 Huerfano Co.

invalid, and in lieu of each such provision there shall be substituted a new provision as similar as possible to the provision declared invalid, illegal or unenforceable.

6.7 Time of Essence. Time is of the essence to this Grant.

6.8 Non-Merger. It is the intention of the parties hereto that any right created by this Grant shall not terminate by merger with the fee or leasehold ownership interest of the parcel affected thereby.

IN WITNESS WHEREOF, Cuchara has executed this Grant as of the day and year first above written.

Cuchara River, LLC,
a Colorado limited liability company

By: George Ann Clark
Its: Manager

STATE OF COLORADO)
COUNTY OF Las Animas } ss.

The above and foregoing Grant of Easement was acknowledged before me this 29th day of September, 2000 by George Ann Clark as Manager of Cuchara River, Colorado limited liability company.
My hand and official seal.
My commission expires: 1-27-02



Tamara Joy
Notary Public

346144 09/29/2000 02:39P EASE Judy Benine
9 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT A

Cuchara River Ranch

A TRACT OF LAND LYING IN PART OF SECTIONS 7 AND 18, TOWNSHIP 30 SOUTH, RANGE 68 WEST, COUNTY OF HUERFANO, STATE OF COLORADO, BEING A PART OF THAT TRACT OF LAND AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J. LOWELL GOEMMER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N 00°06'31" W, ALONG THE WEST LINE OF SAID SECTION 7, 522.09 FEET TO A POINT ON THE WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (9) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD, N 79°21'11" E, OVER AND ACROSS SAID MOUNTAIN VALLEY ROAD, 60.78 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF THE CUCHARA RIVER RANCH ROAD; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID CUCHARA RIVER RANCH ROAD THE FOLLOWING (5) COURSES:

- 1) S 34°43'43" E, 182.90 FEET TO A POINT;
- 2) S 35°45'53" E, 125.96 FEET TO A POINT;
- 3) S 42°42'05" E, 153.16 FEET TO A POINT;
- 4) S 48°18'48" E, 188.06 FEET TO A POINT;
- 5) S 45°43'16" E, 129.32 FEET TO A POINT;

THENCE DEPARTING THE NORTHEASTERLY BOUNDARY OF SAID CUCHARA RIVER RANCH ROAD, N 32°03'46" E, 584.45 FEET TO A POINT; THENCE S 86°42'51" E, 1899.29 FEET TO A POINT ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12 AS PRESENTLY LOCATED; THENCE ALONG THE WESTERLY BOUNDARY OF SAID HIGHWAY 12 THE FOLLOWING (5) COURSES:

- 1) S 05°43'48" E, 560.77 FEET TO A POINT;
- 2) S 07°54'35" W, 117.08 FEET TO A POINT;
- 3) S 18°27'41" W, 154.28 FEET TO A POINT;
- 4) S 05°11'58" E, 202.60 FEET TO A POINT;
- 5) S 04°49'33" E, 704.02 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID HIGHWAY 12, S 78°22'57" W, 528.36 FEET TO A POINT IN THE CENTERLINE OF THE CUCHARA RIVER AS OF THIS DATE; THENCE ALONG THE CENTERLINE OF SAID CUCHARA RIVER THE FOLLOWING (7) COURSES:

- 1) S 15°18'23" W, 74.75 FEET TO A POINT;
- 2) S 51°59'22" W, 94.95 FEET TO A POINT;
- 3) S 07°40'15" W, 88.06 FEET TO A POINT;
- 4) S 65°31'48" W, 65.72 FEET TO A POINT;
- 5) S 84°17'02" E, 57.37 FEET TO A POINT;



346144 09/29/2000 02:39P EASE Judy Benine
10 of 31 R 155.00 D 0.00 Huerfano Co.

6) S 02°29'31" W, 64.58 FEET TO A POINT;
7) S 32°47'46" E, 64.80 FEET TO A POINT;
THENCE DEPARTING THE CENTERLINE OF SAID CUCHARA RIVER, N 81°24'01" W, 1677.29 FEET TO A POINT; THENCE N 00°46'42" E, 577.22 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 7; THENCE S 89°21'23" W, 2360.91 FEET TO THE POINT OF BEGINNING, CONTAINING 164.76 ACRES.

SAVE AND EXCEPTING FROM THE ABOVE DESCRIBED CUCHARA RIVER RANCH A 60 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, LYING ACROSS THE WESTERLY PART OF THE ABOVE DESCRIBED CUCHARA RIVER RANCH, LYING IN PART OF THE S1/2 OF SAID SECTION 7, SAID EASEMENT BEING 60 FEET EASTERLY OF THE FOLLOWING DESCRIBED WESTERLY LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N 00°06'31" W, ALONG THE WEST LINE OF SAID SECTION 7, 522.09 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON THE WESTERLY BOUNDARY OF SAID EASEMENT, SAID EASEMENT BEING KNOWN AS, MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (9) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT,

SAID POINT BEING THE POINT OF TERMINUS OF THE ABOVE DESCRIBED 60 FOOT INGRESS, EGRESS AND UTILITY EASEMENT.



346144 09/29/2000 02:39P EASE Judy Benine
11 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT B


Raspberry Mountain Ranch Property

A TRACT OF LAND LYING IN PART OF SECTIONS 7, TOWNSHIP 30 SOUTH, RANGE 68 WEST, AND IN PART OF SECTIONS 11, 12, 13 AND 14, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., COUNTY OF HUERFANO, STATE OF COLORADO, BEING A PART OF THAT TRACT OF LAND AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J. LOWELL GOEMMER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE BETWEEN SAID SECTION 12 AND SECTION 7, SAID POINT BEING ON THE WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD, AN ACCESS ROAD IN CUCHARA RIVER ESTATES, AMENDMENT 1, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS S 00°06'31" E, 522.09 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (18) COURSES:

- 1) S 58°50'02" W, 14.61 FEET TO A POINT;
- 2) S 65°26'08" W, 256.87 FEET TO A POINT;
- 3) S 66°37'43" W, 140.13 FEET TO A POINT;
- 4) S 47°52'01" W, 172.85 FEET TO A POINT;
- 5) S 14°09'39" W, 275.87 FEET TO A POINT;
- 6) S 14°01'42" W, 90.58 FEET TO A POINT;
- 7) S 01°41'09" W, 71.18 FEET TO A POINT;
- 8) S 02°57'08" W, 1017.76 FEET TO A POINT;
- 9) S 24°02'05" E, 226.97 FEET TO A POINT;
- 10) S 09°01'03" W, 104.35 FEET TO A POINT;
- 11) S 17°33'20" W, 118.12 FEET TO A POINT;
- 12) S 12°32'47" E, 265.44 FEET TO A POINT;
- 13) S 12°48'05" W, 368.66 FEET TO A POINT;
- 14) S 09°18'04" E, 129.51 FEET TO A POINT;
- 15) S 08°39'01" E, 249.52 FEET TO A POINT;
- 16) S 25°23'28" W, 132.07 FEET TO A POINT;
- 17) S 43°22'48" W, 73.30 FEET TO A POINT;
- 18) S 01°02'54" E, 63.93 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY LINE OF SAID MOUNTAIN VALLEY ROAD, S 16°15'19" W, 1255.87 FEET TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE ALONG THE SAID SOUTH LINE, S 88°42'31" W, 3712.40 FEET TO A POINT; THENCE N 14°12'41" W, 339.79 FEET TO A POINT; THENCE S 88°23'38" W, 477.71 FEET TO A POINT; THENCE N 88°32'39" W, 1770.27 FEET TO A POINT; THENCE N 01°14'08" E, 990.90 FEET TO A POINT; THENCE N 88°45'51" W, 1554.76 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE ALONG THE WEST LINE OF SAID TRACT, N 28°56'07" E, 146.20 FEET TO A POINT; THENCE N 70°54'32" E, 161.11 FEET TO A POINT; THENCE N 27°09'44" E, 145.51 FEET TO A POINT; THENCE N 42°02'26" E, 235.30 FEET TO A POINT; THENCE N 32°13'02" E, 145.73 FEET TO A POINT; THENCE N 10°21'46" W, 126.19 FEET TO A POINT; THENCE N 23°54'56" E, 228.69 FEET TO A POINT; THENCE N 07°38'32" E, 222.97 FEET TO A POINT; THENCE N 09°16'20" W, 478.80 FEET TO A POINT; THENCE N 33°28'49" E, 162.47 FEET TO A POINT; THENCE N 22°53'45" E, 178.06 FEET TO A POINT; THENCE N 15°57'13" E, 222.73 FEET TO A POINT; THENCE N 12°31'14" E, 233.06 FEET TO A POINT; THENCE N 40°49'34" E, 176.50 FEET TO A POINT; THENCE S 08°58'29" E, 265.07 FEET TO A POINT; THENCE

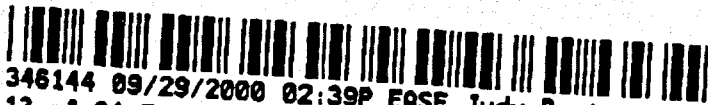

346144 09/29/2000 02:39P EASE Judy Benine
12 of 31 R 155.00 D 0.00 Huerfano Co.

N 36°16'54" E, 288.42 FEET TO A POINT; THENCE N 21°54'16" W, 2144.98 FEET TO A POINT; THENCE N 12°31'39" W, 661.86 FEET TO A POINT; THENCE N 30°38'17" W, 1820.40 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SE1/4NW1/4 OF SAID SECTION 11; THENCE S 88°16'26" E, 1315.00 FEET TO THE N1/16 CORNER OF SAID SECTION 11; THENCE S 88°16'21" E, 2618.57 FEET TO THE N1/16 CORNER COMMON TO SECTIONS 11 AND 12; THENCE N 88°52'23" E, 2708.55 FEET TO THE N1/16 CORNER OF SAID SECTION 12; THENCE N 88°52'24" E, 2697.44 FEET TO THE N1/16 CORNER COMMON TO SECTION 12 AND SECTION 7; THENCE N 88°58'06" E, 2675.13 FEET TO THE N1/16 CORNER OF SAID SECTION 7; THENCE N 89°01'27" E, 326.39 FEET TO A POINT ON THE WEST LINE OF SAID CUCHARA RIVER ESTATES, AMENDMENT 1; THENCE ALONG THE WEST LINE OF SAID CUCHARA RIVER ESTATES, AMENDMENT 1, S 47° 21'24" W, 1458.66 FEET TO A POINT ON THE WESTERLY LINE OF SAID MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID ROAD THE FOLLOWING (16) COURSES:

- 1) S 05°40'03" W, 114.36 FEET TO A POINT;
- 2) S 09°12'42" W, 419.81 FEET TO A POINT;
- 3) S 00°24'35" E, 335.01 FEET TO A POINT;
- 4) S 00°39'23" W, 197.38 FEET TO A POINT;
- 5) S 12°09'56" W, 126.07 FEET TO A POINT;
- 6) S 03°48'23" E, 145.88 FEET TO A POINT;
- 7) S 19°48'45" E, 134.17 FEET TO A POINT;
- 8) S 28°59'08" W, 154.20 FEET TO A POINT;
- 9) S 58°43'08" W, 301.15 FEET TO A POINT;
- 10) S 58°57'41" W, 315.17 FEET TO A POINT;
- 11) S 73°44'07" W, 188.98 FEET TO A POINT;
- 12) S 67°49'18" W, 389.88 FEET TO A POINT;
- 13) S 77°31'31" W, 183.97 FEET TO A POINT;
- 14) S 59°14'40" W, 358.12 FEET TO A POINT;
- 15) S 46°26'20" W, 103.18 FEET TO A POINT;
- 16) S 58°50'02" W, 192.41 FEET TO THE POINT OF BEGINNING, CONTAINING 1,528.02 ACRES.

(Robino)
EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE E1/2SE1/4, SECTION 11, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J. LOWELL GOEMMER, CONTAINING 80.01 ACRES.

TOTAL ACRES IN RASPBERRY MOUNTAIN RANCH: 1,528.02 ACRES - 80.01 ACRES = 1448.01 ACRES TOTAL.



346144 09/29/2000 02:39P EASE Judy Benine
13 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT C

Entry Way Feature Easement

AN EASEMENT LOCATED IN PART OF THE SE1/4, SECTION 18, TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6th P.M., HUERFANO COUNTY, COLORADO, LYING IN PART OF TRACTS 5 & 7 IN CUCHARA RIVER ESTATES, AMENDMENT 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE BETWEEN SAID TRACTS 5 AND 7, BEING THE NORTHERLY BOUNDARY OF MOUNTAIN VALLEY ROAD, FROM WHICH THE SOUTHEAST CORNER OF SAID TRACT 5 BEARS S 69°53'20" E, 246.80 FEET; THENCE DEPARTING THE LINE BETWEEN TRACTS 5 AND 7, N 20°06'40" E, 70.00 FEET TO A POINT; THENCE N 69°53'20" W, 40.00 FEET TO A POINT; THENCE S 20°06'40" W, 200.00 FEET TO A POINT; THENCE S 69°53'20" E, 40.00 FEET TO A POINT; THENCE N 20°06'40" E, 130.00 FEET TO THE POINT OF BEGINNING.



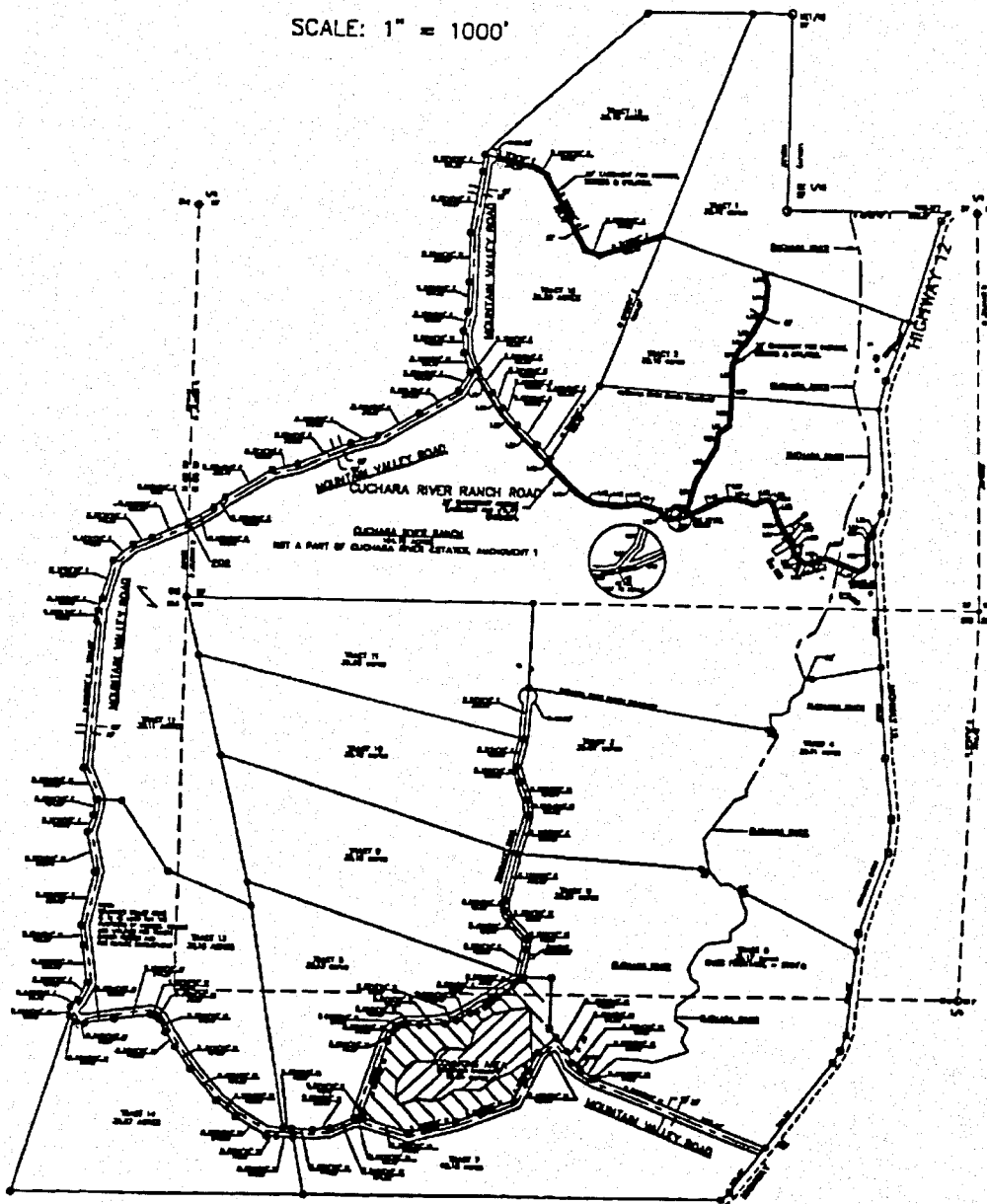
346144 09/29/2000 02:39P EASE Judy Benine
14 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT D

MOUNTAIN VALLEY ROAD AND
TERRACE TRAIL



SCALE: 1" = 1000'



348144 09/29/2000 02:39P ERSE Judy Benine
15 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT E

Tract 1 Ingress, Egress and Utility Easement

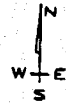
AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS PART OF THE NORTHEASTERLY CORNER OF TRACT 2, CUCHARA RIVER ESTATES, AMENDMENT 1, LOCATED IN PART OF THE S1/2 OF SECTION 7, TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6th P.M., HUERFANO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12, SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT 1, SAID CUCHARA RIVER ESTATES, AMENDMENT 1; THENCE S 19°31'08" W, ALONG THE WESTERLY BOUNDARY OF SAID COLORADO HIGHWAY 12, 114.90 FEET TO A POINT; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID COLORADO HIGHWAY 12, N 17°50'09" W, 65.79 FEET TO A POINT; THENCE N 19°31'08" E, 61.08 FEET TO A POINT ON THE LINE BETWEEN SAID TRACT 1 AND TRACT 2; THENCE S 72°40'20" E, ALONG THE LINE BETWEEN SAID TRACT 1 AND TRACT 2, 40.00 FEET TO THE POINT OF BEGINNING.



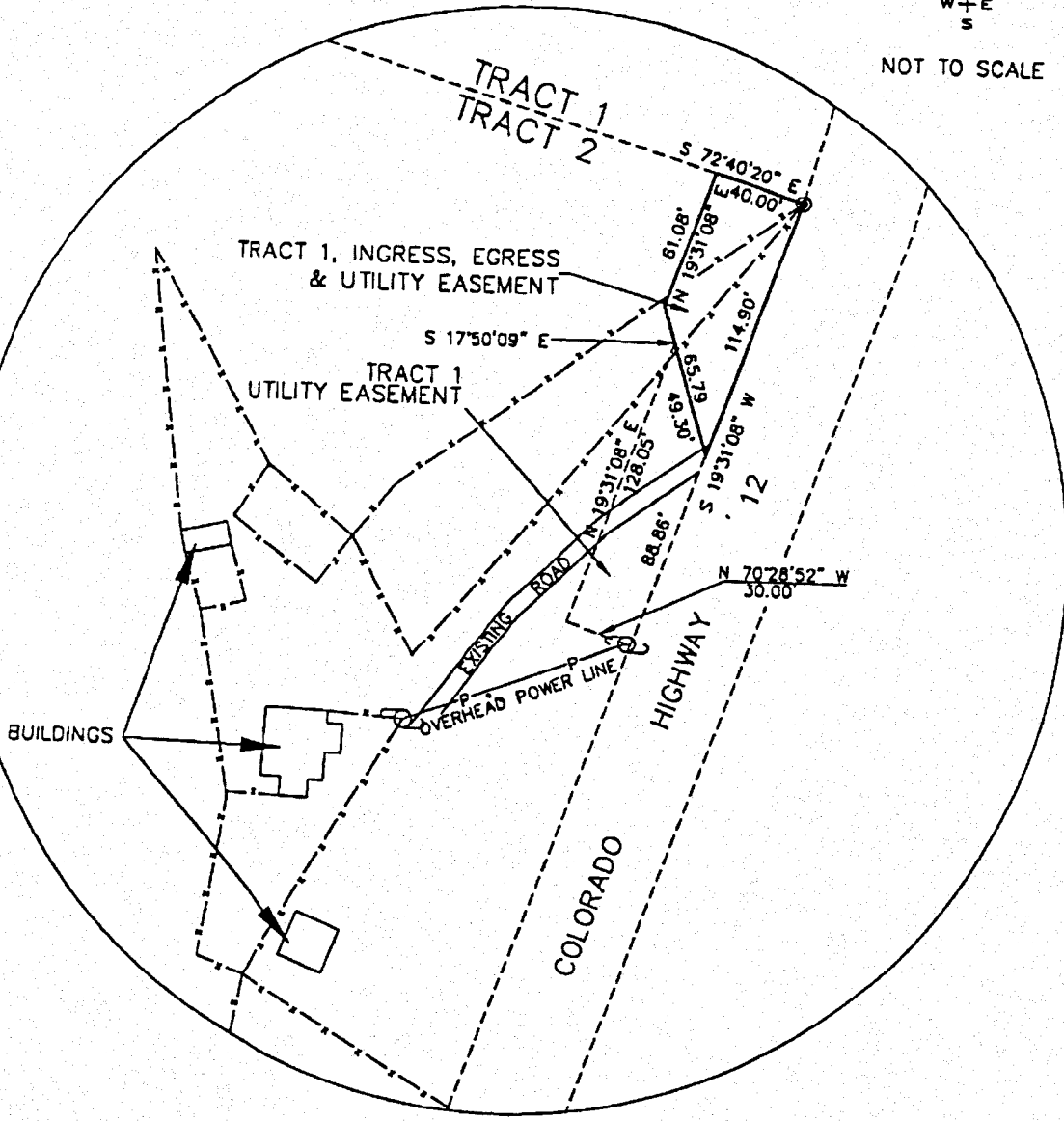
346144 09/29/2000 02:39P EASE Judy Benine
16 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT E-1

TRACT 1 INGRESS, EGRESS AND UTILITY EASEMENT



NOT TO SCALE



346144 09/29/2000 02:39P ERSE Judy Benine
17 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT F

Tract 1 and Tract 2 Ingress and Egress and Utility Easement

A 30 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS PART OF THE CUCHARA RIVER RANCH AND PART OF TRACT 2, CUCHARA RIVER ESTATES, AMENDMENT 1, LOCATED IN PART OF THE S1/2 OF SECTION 7, TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6th P.M., HUERFANO COUNTY, COLORADO, SAID EASEMENT BEING 15 FOOT EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE CENTERLINE OF SAID EASEMENT, SAID POINT BEING ON THE LINE BETWEEN TRACT 1 AND TRACT 2, SAID CUCHARA RIVER ESTATES, AMENDMENT 1, FROM WHICH THE NORTHEAST CORNER OF SAID TRACT 2 BEARS S 72°40'20" E, 1040.55 FEET; THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING (14) COURSES:

- 1) S 13°41'08" E, 107.68 FEET TO A POINT;
- 2) S 04°14'46" W, 154.48 FEET TO A POINT;
- 3) S 26°59'57" W, 166.90 FEET TO A POINT;
- 4) S 33°21'25" W, 81.79 FEET TO A POINT;
- 5) S 41°12'35" W, 66.50 FEET TO A POINT;
- 6) S 22°14'26" W, 106.41 FEET TO A POINT;
- 7) S 00°08'39" E, 162.10 FEET TO A POINT;
- 8) S 00°48'56" E, 114.73 FEET TO A POINT;
- 9) S 03°18'08" W, 134.68 FEET TO A POINT;
- 10) S 49°11'44" W, 96.64 FEET TO A POINT;
- 11) S 07°35'11" W, 89.55 FEET TO A POINT;
- 12) S 31°00'11" W, 262.89 FEET TO A POINT;
- 13) S 14°51'33" W, 162.05 FEET TO A POINT;
- 14) S 40°14'09" W, 105.63 FEET TO A POINT,

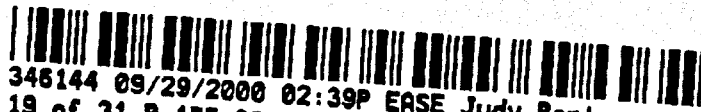
SAID POINT BEING IN THE CENTER OF CUCHARA RIVER RANCH ROAD, SAID ROAD DESCRIBED ABOVE AS THE "EMERGENCY ACCESS AND UTILITY EASEMENT"; THENCE ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING (25) COURSES:

- 1) N 77°30'53" E, 56.92 FEET TO A POINT;
- 2) N 65°12'34" E, 281.07 FEET TO A POINT;
- 3) N 83°19'24" E, 65.14 FEET TO A POINT;
- 4) S 76°01'37" E, 145.06 FEET TO A POINT;
- 5) N 69°05'42" E, 85.30 FEET TO A POINT;
- 6) S 68°30'42" E, 32.51 FEET TO A POINT;
- 7) S 25°13'02" E, 46.30 FEET TO A POINT;
- 8) S 18°48'10" E, 65.46 FEET TO A POINT;
- 9) S 26°10'58" E, 85.27 FEET TO A POINT;
- 10) S 31°28'28" E, 49.88 FEET TO A POINT;
- 11) S 49°10'37" E, 54.02 FEET TO A POINT;
- 12) S 24°14'01" E, 32.33 FEET TO A POINT;
- 13) S 06°06'50" W, 40.05 FEET TO A POINT;
- 14) S 28°08'53" E, 28.63 FEET TO A POINT;
- 15) S 47°57'59" E, 68.14 FEET TO A POINT;
- 16) S 77°42'54" E, 60.91 FEET TO A POINT;
- 17) N 73°39'05" E, 18.72 FEET TO A POINT;
- 18) N 57°54'01" E, 64.91 FEET TO A POINT;
- 19) S 83°15'59" E, 49.97 FEET TO A POINT;



346144 09/29/2000 02:39P ERSE Judy Benina
18 of 31 R 155.00 D 0.00 Huerfano Co.

- 20) S 70°16'36" E, 191.84 FEET TO A POINT;
 - 21) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 68.37 FEET, AN ARC LENGTH OF 138.00 FEET (THE CHORD OF SAID CURVE BEARS N 51°53'58" E, 115.74 FEET) TO A POINT;
 - 22) N 05°55'28" W, 99.39 FEET TO A POINT;
 - 23) N 09°53'09" E, 43.48 FEET TO A POINT;
 - 24) N 27°37'20" E, 37.66 FEET TO A POINT;
 - 25) N 35°23'01" E, 60.08 FEET TO A POINT,
- SAID POINT BEING ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12 AS CURRENTLY LOCATED, SAID POINT BEING THE POINT OF TERMINUS OF THE ABOVE DESCRIBED 30 FOOT INGRESS, EGRESS AND UTILITY EASEMENT.



346144 09/29/2000 02:39P EASE Judy Benine
19 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT F-1

TRACT 1 & 2
INGRESS, EGRESS AND UTILITY EASEMENT



SCALE: 1" = 300'

TRACT 15
35.20 ACRES

TRACT 1
35.10 acres

TRACT 2
35.10 acres

CUCHARA RIVER

HIGHWAY

30' EASEMENT FOR INGRESS,
EGRESS & UTILITIES.

CUCHARA RIVER

S 86°42'51" E
1899.29'

CUCHARA RIVER RANCH BOUNDARY

CUCHARA RIVER

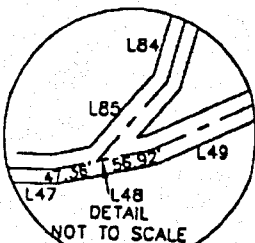
CUCHARA RIVER RANCH

IRRIGATION DITCH

OVERHEAD POWER
LINE EASEMENT

R=68.37
L=138.00

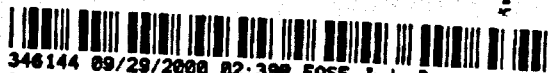
704.02'



SEE DETAIL
BELOW

SECTION 7

SECTION 18

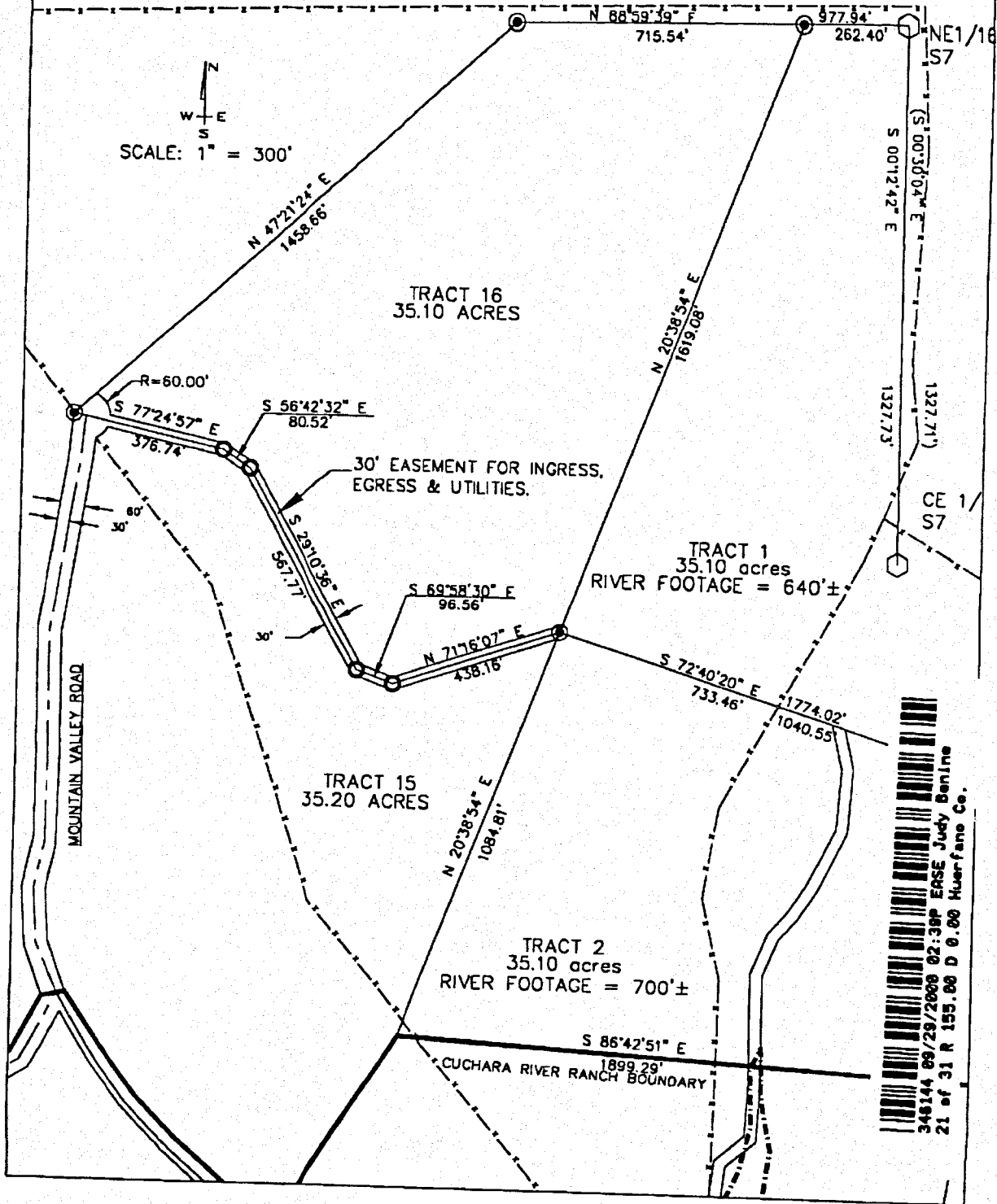


346144 89/29/2000 82:39P ERSE Judy Benine
28 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT G

**TRACT 15& 16
INGRESS, EGRESS AND UTILITY EASEMENT**

N
W + E
S
SCALE: 1" = 300'



348144 09/29/2008 02:38P ERSE Judy Benline
21 of 31 R 195.00 D 0.00 Huelfano Co.

EXHIBIT H

Emergency Access and Utility Easement

A 30 FOOT WIDE EASEMENT FOR THE PURPOSE OF EMERGENCY ACCESS AND FOR UTILITIES, ACROSS THE CUCHARA RIVER RANCH, LOCATED IN PART OF THE S1/2 OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 68 WEST OF THE 6th P.M., HUERFANO COUNTY COLORADO, SAID EASEMENT BEING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N 00°06'31" W, ALONG THE WEST LINE OF SAID SECTION 7, 522.09 FEET TO A POINT ON THE WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (9) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD, N 79°21'11" E, 40.02 FEET TO A POINT IN THE CENTER OF CUCHARA RIVER RANCH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF SAID CUCHARA RIVER RANCH ROAD THE FOLLOWING (37) COURSES:

- 1) S 31°18'09" E, 193.14 FEET TO A POINT;
- 2) S 35°45'53" E, 128.05 FEET TO A POINT;
- 3) S 42°42'05" E, 156.45 FEET TO A POINT;
- 4) S 48°18'48" E, 188.85 FEET TO A POINT;
- 5) S 45°43'16" E, 268.02 FEET TO A POINT;
- 6) S 48°03'59" E, 169.13 FEET TO A POINT;
- 7) S 62°12'25" E, 103.62 FEET TO A POINT;
- 8) S 84°38'34" E, 150.29 FEET TO A POINT;
- 9) N 83°29'23" E, 155.05 FEET TO A POINT;
- 10) S 74°06'56" E, 136.22 FEET TO A POINT;
- 11) S 40°13'11" E, 69.82 FEET TO A POINT;
- 12) S 88°30'24" E, 43.95 FEET TO A POINT;
- 13) N 77°30'53" E, 104.28 FEET TO A POINT;
- 14) N 65°12'34" E, 281.07 FEET TO A POINT;
- 15) N 83°19'24" E, 65.14 FEET TO A POINT;
- 16) S 76°01'37" E, 145.06 FEET TO A POINT;
- 17) N 69°05'42" E, 85.30 FEET TO A POINT;
- 18) S 68°30'42" E, 32.51 FEET TO A POINT;
- 19) S 25°13'02" E, 46.30 FEET TO A POINT;
- 20) S 18°48'10" E, 65.46 FEET TO A POINT;
- 21) S 26°10'58" E, 85.27 FEET TO A POINT;
- 22) S 31°28'28" E, 49.88 FEET TO A POINT;
- 23) S 49°10'37" E, 54.02 FEET TO A POINT;
- 24) S 24°14'01" E, 32.33 FEET TO A POINT;



346144 09/29/2000 02:39P EASE Judy Benine
22 of 31 R 155.00 D 0.00 Huerfano Co.

- 25) S 06°06'50" W, 40.05 FEET TO A POINT;
 - 26) S 28°08'53" E, 28.63 FEET TO A POINT;
 - 27) S 47°57'59" E, 68.14 FEET TO A POINT;
 - 28) S 77°42'54" E, 60.91 FEET TO A POINT;
 - 29) N 73°39'05" E, 18.72 FEET TO A POINT;
 - 30) N 57°54'01" E, 64.91 FEET TO A POINT;
 - 31) S 83°15'59" E, 49.97 FEET TO A POINT;
 - 32) S 70°16'36" E, 191.84 FEET TO A POINT;
 - 33) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 68.37 FEET, AN ARC LENGTH OF 138.00 FEET (THE CHORD OF SAID CURVE BEARS N 51°53'58" E, 115.74 FEET) TO A POINT;
 - 34) N 05°55'28" W, 99.39 FEET TO A POINT;
 - 35) N 09°53'09" E, 43.48 FEET TO A POINT;
 - 36) N 27°37'20" E, 37.66 FEET TO A POINT;
 - 37) N 35°23'01" E, 60.08 FEET TO A POINT, A
- SAID POINT BEING ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12 AS CURRENTLY LOCATED, SAID POINT BEING THE POINT OF TERMINUS OF THE ABOVE DESCRIBED 30 FOOT EMERGENCY ACCESS AND UTILITY EASEMENT.


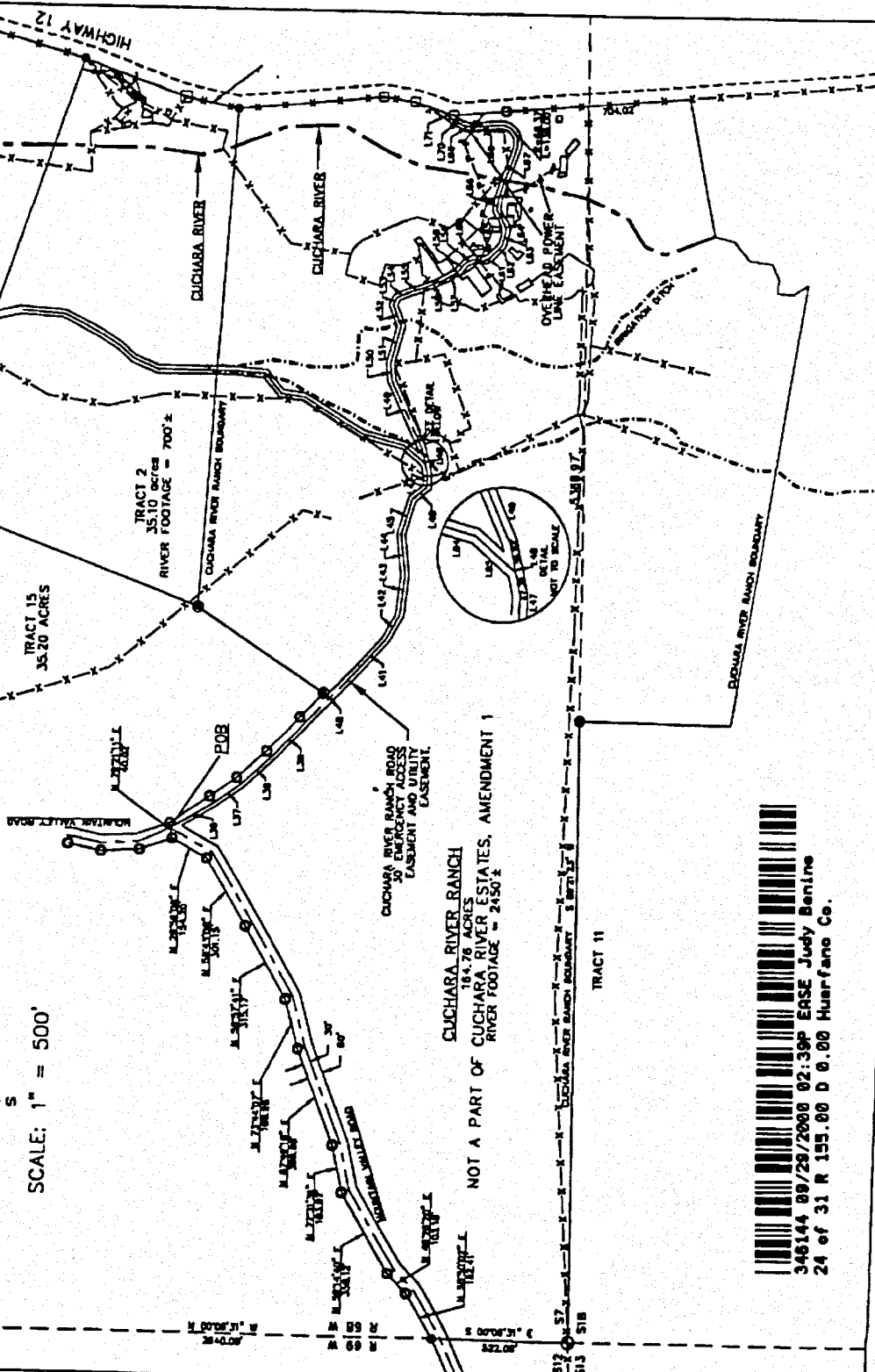

346144 09/29/2000 02:39P EASE Judy Benine
23 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT H-1

EMERGENCY ACCESS AND UTILITY EASEMENT



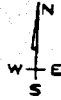
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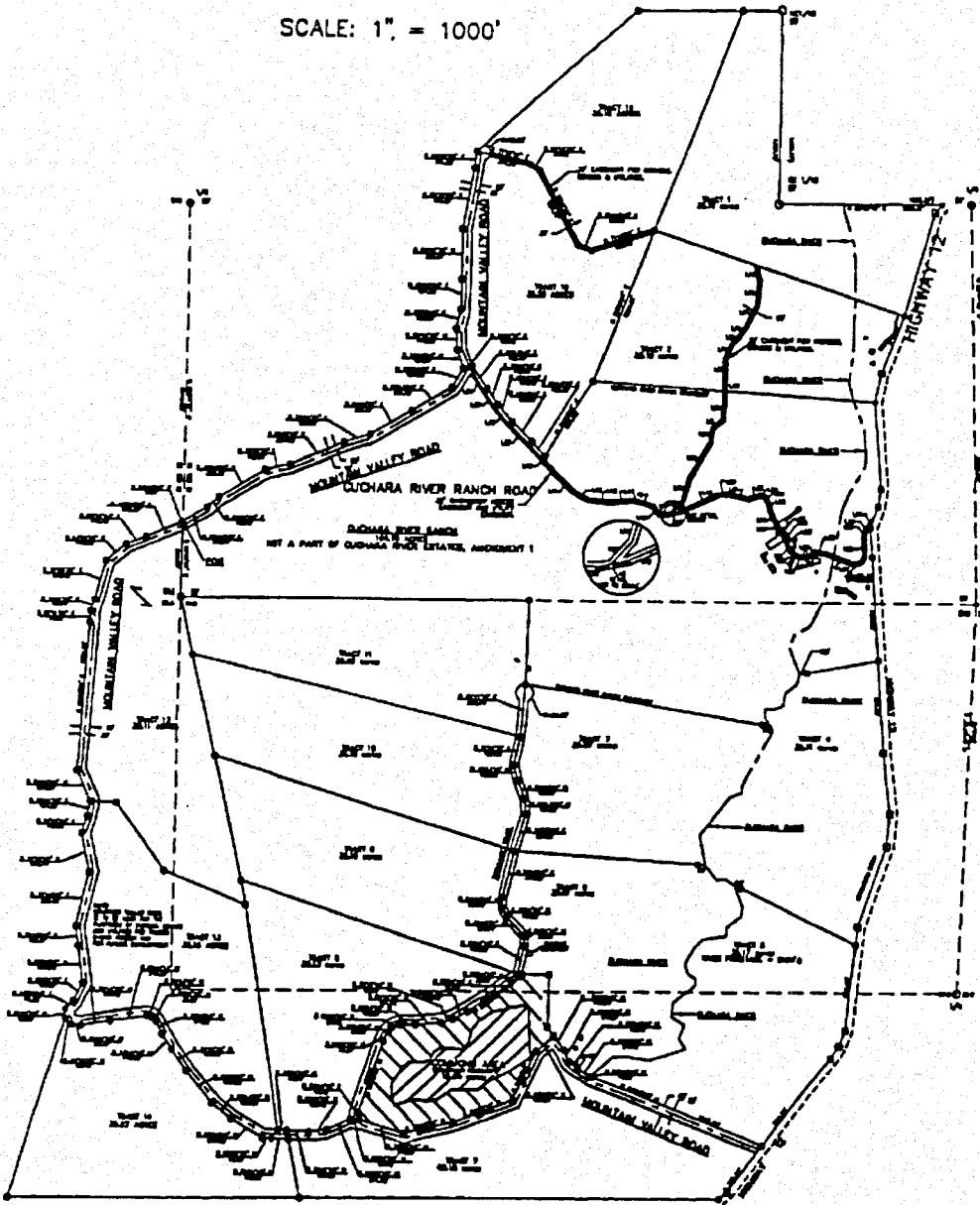
346144 89/29/2000 02:39P ERSE Judy Benline
24 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT I

MOUNTAIN VALLEY ROAD AND
TERRACE TRAIL



SCALE: 1" = 1000'



345144 09/29/2000 02:39P EASE Judy Benine
25 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT J

Tract 1 Utility Easement

AN EASEMENT FOR UTILITIES ACROSS PART OF THE NORTHEASTERLY CORNER OF TRACT 2, CUCHARA RIVER ESTATES, AMENDMENT 1, LOCATED IN PART OF THE S1/2 OF SECTION 7, TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6th P.M., HUERFANO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

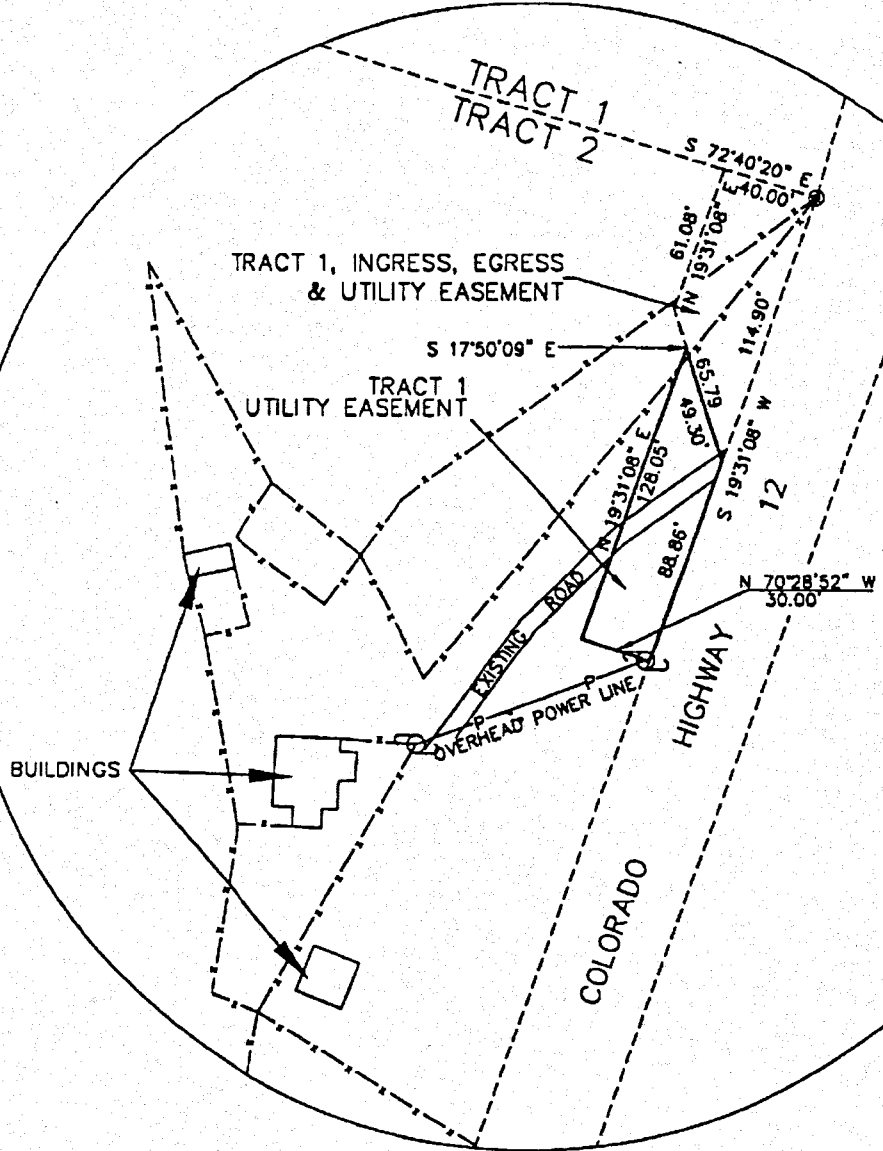
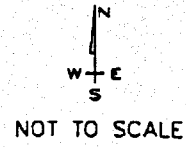
BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12, FROM WHICH THE NORTHEAST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT 1, SAID CUCHARA RIVER ESTATES, AMENDMENT 1, BEARS N 19°31'08" E, 114.90 FEET; THENCE S 19°31'08" W, ALONG THE WESTERLY BOUNDARY OF SAID COLORADO HIGHWAY 12, 88.86 FEET TO A POINT, SAID POINT BEING NEAR AN EXISTING OVERHEAD POWER LINE POLE; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID COLORADO HIGHWAY 12, N 70°28'52" W, 30.00 FEET TO A POINT; THENCE N 19°31'08" E, 128.05 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED INGRESS, EGRESS AND UTILITY EASEMENT; THENCE S 17°50'09" E, ALONG THE SOUTHERLY LINE OF SAID INGRESS, EGRESS AND UTILITY EASEMENT, 49.30 FEET TO THE POINT OF BEGINNING.



346144 09/29/2000 02:39P EASE Judy Benine
26 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT J-1

TRACT 1 UTILITY EASEMENT



346144 09/29/2000 02:39P EASE Judy Benine
27 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT K

Cuchara River Ranch Utility Easement

A 20 FOOT WIDE EASEMENT FOR UTILITIES ACROSS PART OF THE CUCHARA RIVER RANCH, LOCATED IN PART OF THE S1/2 OF SECTION 7, AND ACROSS PART OF LOT 11, CUCHARA RIVER ESTATES, AMENDMENT 1, LOCATED IN PART OF THE N1/2 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6th P.M., HUERFANO COUNTY, COLORADO, SAID EASEMENT BEING 10 FOOT EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

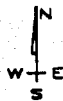
BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF A 60.00 FOOT RADIUS CUL-DE-SAC, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 7 BEARS N 76°46'10" W, 2406.80 FEET; THENCE ALONG THE CENTERLINE OF SAID UTILITY EASEMENT, N 00°46'42" E, PARALLEL AND 10.00 FEET WEST OF THE EAST LINE OF SAID TRACT 11, 580.71 FEET TO A POINT; THENCE CONTINUING ALONG THE CENTERLINE OF SAID EASEMENT, N 35°52'31" E, 840.19 FEET TO A POINT IN THE CENTERLINE OF CUCHARA RIVER RANCH ROAD, SAID ROAD DESCRIBED ABOVE AS THE "EMERGENCY ACCESS AND UTILITY EASEMENT", SAID POINT BEING THE POINT OF TERMINUS OF THE ABOVE DESCRIBED 20 FOOT UTILITY EASEMENT.



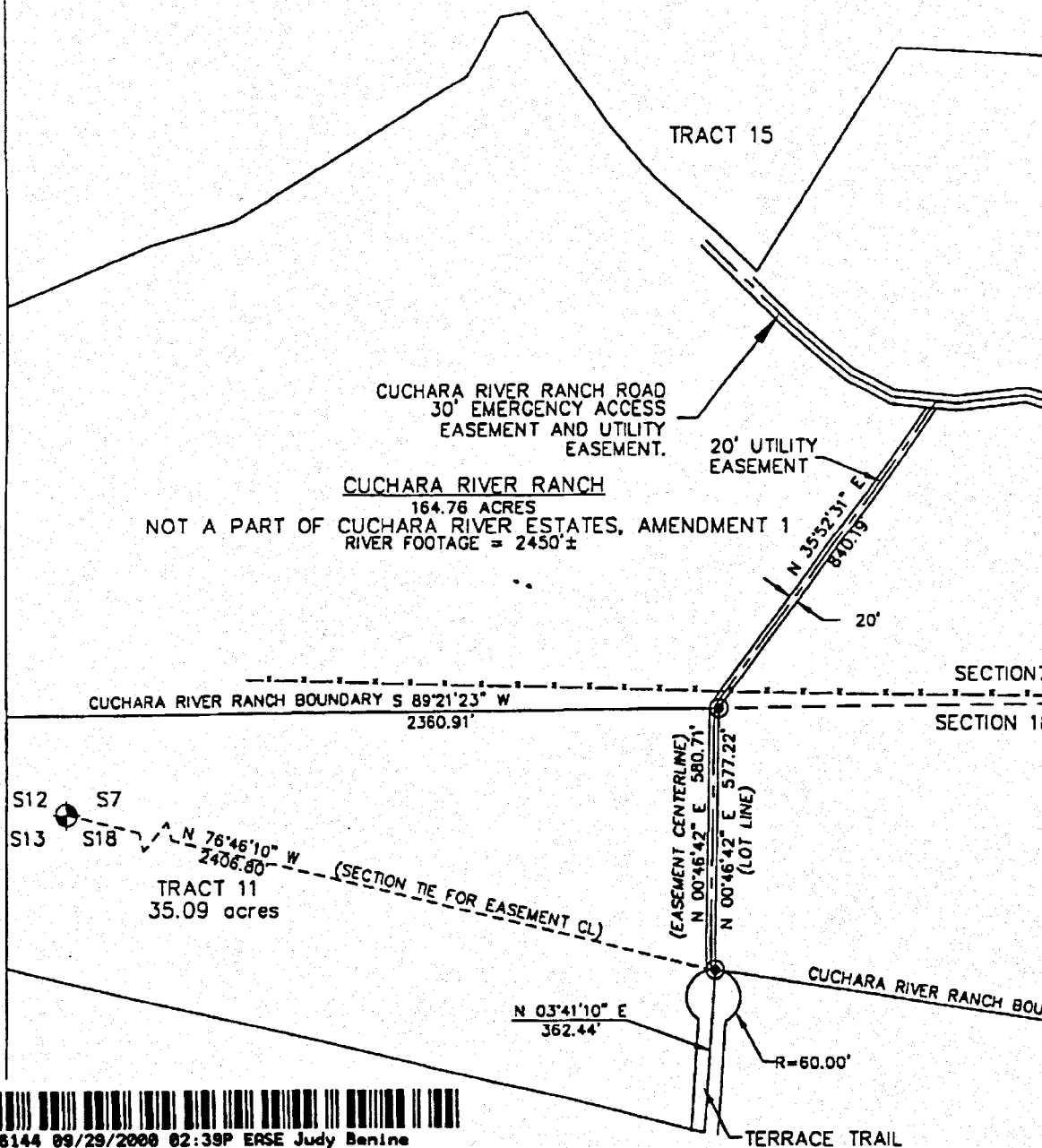
346144 09/29/2000 02:39P EASE Judy Benine
28 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT K-1

CUCHARA RIVER RANCH UTILITY EASEMENT



SCALE: 1" = 30'



346144 09/29/2000 02:39P ERSE Judy Benine
 29 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT L

Commons Area

A TRACT OF LAND LYING IN PART OF THE W1/2 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6th P.M., HUERFANO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY BOUNDARY OF MOUNTAIN VALLEY ROAD, SAID POINT BEING THE NORTHWEST CORNER OF TRACT 7, CUCHARA RIVER ESTATES, AMENDMENT 1; THENCE ALONG THE NORTHERLY LINE OF SAID ROAD THE FOLLOWING (4) COURSES:

- 1) S 88°01'58" E, 147.20 FEET TO A POINT;
- 2) N 81°45'52" E, 121.42 FEET TO A POINT;
- 3) N 65°39'38" E, 174.72 FEET TO A POINT;
- 4) S 87°37'29" E, 64.10 FEET TO A POINT,

SAID POINT BEING THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY BOUNDARY OF TERRACE TRAIL; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TERRACE TRAIL THE FOLLOWING (11) COURSES:

- 1) N 09°44'19" W, 47.46 FEET TO A POINT;
- 2) N 17°06'28" E, 517.84 FEET TO A POINT;
- 3) N 25°41'03" E, 70.37 FEET TO A POINT;
- 4) N 40°55'56" E, 36.29 FEET TO A POINT;
- 5) N 65°39'55" E, 57.88 FEET TO A POINT;
- 6) N 88°53'26" E, 102.57 FEET TO A POINT;
- 7) N 84°12'02" E, 166.20 FEET TO A POINT;
- 8) N 72°19'46" E, 82.06 FEET TO A POINT;
- 9) N 59°27'28" E, 106.46 FEET TO A POINT;
- 10) N 56°20'46" E, 352.53 FEET TO A POINT;
- 11) N 11°36'36" E, 19.85 FEET TO A POINT;

THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID TERRACE TRAIL, S 89°56'32" E, 185.79 FEET TO A POINT; THENCE S 00°04'33" W, 343.67 FEET TO A POINT; THENCE S 39°20'49" E, 75.34 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD; THENCE ALONG THE NORTH LINE OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (5) COURSES:

- 1) S 48°36'21" W, 157.54 FEET TO A POINT;
- 2) S 24°20'42" W, 374.37 FEET TO A POINT;
- 3) S 68°30'15" W, 425.59 FEET TO A POINT;
- 4) S 75°03'10" W, 329.84 FEET TO A POINT;
- 5) N 74°38'25" W, 310.07 FEET TO A POINT,

SAID POINT BEING THE POINT OF BEGINNING, CONTAINING 18.84 ACRES.



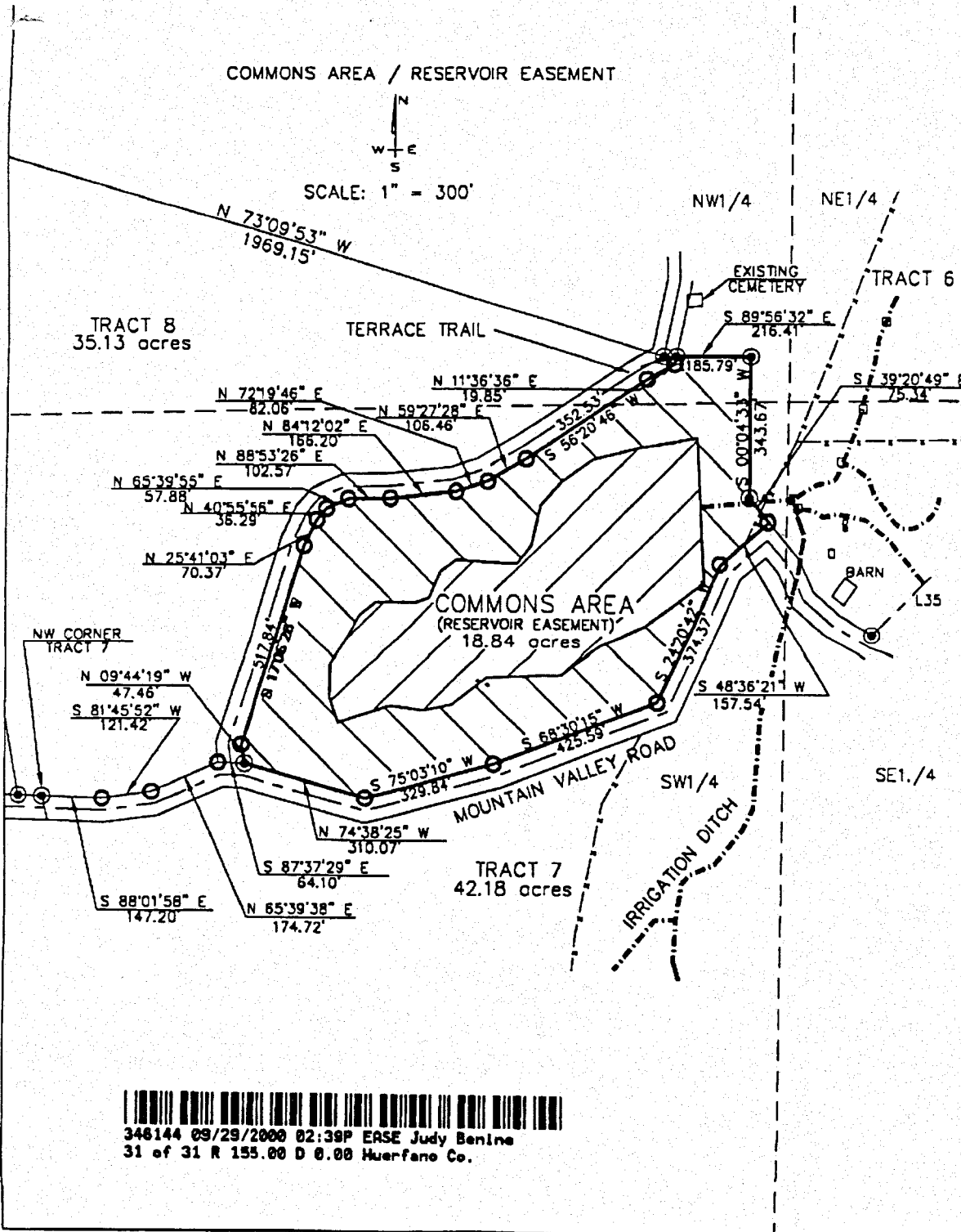
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30 of 31 R 155.00 D 0.00 Huerfano Co.

EXHIBIT L-1

COMMONS AREA / RESERVOIR EASEMENT



SCALE: 1" = 300'



348144 09/29/2000 02:39P ERSE Judy Benine
31 of 31 R 155.00 D 0.00 Huerfano Co.