



367580

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04/29/2005 10:00A

Huerfano Cty, CO Judy Benine ROW

R 216.00

D 0.00

GRANT OF RIGHT-OF-WAY

THIS GRANT OF RIGHT-OF-WAY ("Agreement") is entered into this 4th day of January, 2005 and effective January 15, 2005 by and between **Cuchara River, LLC, a Colorado limited liability company ("Company"), John Jackson and Mary Jackson ("Jackson"), Richard Avery and Karen Avery ("Avery"), Kenneth Hoyer and Connie Hoyer ("Hoyer"), James Young and Kelly Young ("Young"), Joseph Anderies and Julie Anderies ("Anderies"), Joanie Brewster and William Kiester ("Brewster/Kiester"), Benjamin Brown and Kathy Brown ("Brown"), Craig Clark and Carol Sellers ("Clark/Sellers"), John Spain and Michelle Spain ("Spain"), Victoria Munson and Carmela Munson ("Munson"), Donald Elias and Ana Elias ("Elias"), Albert Joe Robino, John Paul Robino and Floyd Stephen Robino ("Robino"), James F. Seifert and Nancy L. Seifert ("Seifert") and Millard Properties, Ltd., a Texas limited partnership ("Millard"), Robino and the Company. The "Company", "Jackson", "Avery", "Hoyer", "Young", "Anderies", "Brewster/Kiester", "Brown", "Clark/Sellers", "Spain", "Munson", "Elias", "Robino" and "Seifert" are sometimes collectively called "Owners".**

RECITALS:

A. The Owners own certain real property in Huerfano County, CO known as Cuchara River Estates ("Cuchara River") and Raspberry Mountain Ranch ("Raspberry Mountain"), as more particularly described in Exhibit A attached hereto and incorporated herein (collectively called "Cuchara River and Raspberry Mountain Property"). Robino owns certain real property in Huerfano County, CO, as more particularly described on Exhibit B attached hereto and incorporated herein ("Robino Parcel 1 Property"). The Cuchara River and Raspberry Mountain Property and Robino Property are collectively called the "Property". A portion of the Property has been platted into separate parcels in excess of 35 acres each, pursuant to the terms and provisions of those certain plat(s) recorded 9-23-1999 at Reception No. 341110, recorded 9-29-2000 at Reception No. 346143, recorded 2-14-2001 at Reception No. 347789, recorded 9-8-2003 at Reception No. 359946, and recorded 10-25-2004 at Reception No. 365417 in the Huerfano County, CO real estate records, as may be subsequently amended (collectively, "Plats"). The Plats depict certain private right-of-ways located within the Property known as "Mountain Valley Road", "Maverick Trail", "Longhorn Road" and "Rilling Canyon Road" (collectively called "Private Roads"). Each platted parcel within the Property and the Robino Property is individually called "Parcel" and collectively called "Parcels". The following Owners own the following Parcels within the Property:

Owners

Company
Jackson
Young
Anderies
Avery

Parcel Nos.

5 and 7, Cuchara River
6, Cuchara River
8, Cuchara River
13, Cuchara River
14, Cuchara River

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Brewster/Kiester	12, Cuchara River
Hoyer	1, Raspberry Mountain
Brown	2, Raspberry Mountain
Clark/Sellers	3, Raspberry Mountain
Spain	8, Raspberry Mountain
Munson	9, Raspberry Mountain
Seifert	10, Raspberry Mountain
Elias	14, Raspberry Mountain
Company	35, 34, 33, 32, 37, 39, Raspberry Mountain
Robino	Unplatted.

B. Millard owns certain real property in Huerfano County, CO comprising approximately 181 acres as more particularly described on Exhibit C attached hereto and incorporated herein ("Millard Property").

C. Robino also owns certain real property in Huerfano County, CO comprising approximately 53.99 acres as more particularly described on Exhibit D attached hereto and incorporated herein ("Robino Parcel 2 Property").

D. The Company also owns certain real property in Huerfano County, CO comprising approximately 35.04 acres as more particularly described on Exhibit E attached hereto and incorporated herein ("Wilderness Property"). Millard, Robino, as owner of the Robino Parcel 2 Property, and the Company, as owner of the Wilderness Property, are collectively called the "Grantee". The Millard Property, Robino Parcel 2 Property and Wilderness Property are collectively called the "Grantee Property" as more particularly depicted on the Map attached hereto as Exhibit F and incorporated herein. The Grantee Property is located west of the Property.

E. The Private Roads, as depicted on the Plats, are maintained by the Cuchara River Estates Property Owners Association, Inc., a Colorado not for profit corporation ("Cuchara River Association") and Raspberry Mountain Ranch Property Owners Association, Inc., a Colorado not for profit corporation ("Raspberry Mountain Association"; "Cuchara River Association" and "Raspberry Mountain Association" are collectively called the "Association") pursuant to, among other things, assessments which are levied against the Owners (except Robino) in accordance with that certain Amended and Restated Declaration of Protective Covenants - Cuchara River Estates recorded September 29, 2000 at Reception No. 348145 of the Huerfano County, CO real estate records, and Declaration of Protective Covenants - Raspberry Mountain Ranch recorded November 1, 2000 at Reception No. 346607 of the Huerfano County, CO real estate records (collectively called "Covenants"). The Owners, not the Associations, own the Private Roads as depicted on the Plats.

F. The Owners, on behalf of themselves, their guests, invitees, licensees, successors and assigns desire to create, grant, convey, establish, and set aside for the benefit of Grantee, its guests, invitees, licensees, successors and assigns and each portion of the Grantee Property a

perpetual non-exclusive easement over and across the Private Roads as more particularly set forth herein.

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

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

2. Easement.

A. Easement. Each Owner, to the extent of its ownership interest in and to portions of the Property, hereby grants, conveys, assigns and transfers unto Grantee, its guests, invitees, licensees, successors and assigns, a non-exclusive perpetual right-of-way for ingress and egress over and across the Property along the existing Private Roads, as depicted on the Plats ("Easement"). Subject to the terms and provisions of this Agreement, the Easement shall benefit each portion of the Grantee Property and burden each Parcel. The Easement shall be appurtenant to Grantee Property and shall pass with title to each portion of the Grantee Property, whether or not specifically referred to in the instrument of conveyance. The Easement is not an easement or right-of-way in gross, and the benefits and burdens of the Easement, in accordance with this Agreement, shall not be severable from ownership of any portion of the Grantee Property.

B. Scope. The Owners reserve the right of ownership, use and occupancy of the Easement insofar as ownership, use and occupancy does not unreasonably impair the rights granted to the Grantee in this Agreement. Notwithstanding anything contained herein, the Easement shall benefit each portion of the Grantee Property, including the Millard Property, provided the Millard Property is not subdivided into more than three (3) parcels. The Easement granted herein as to the Millard Property shall be limited to the Millard Property currently configured as one (1) parcel, or as may be subsequently subdivided into not more than three (3) parcels.

C. Covenants. The rights of the Grantee in and to the Easement shall be subject to all (i) governmental law, rules, regulations, orders, and ordinances imposed by any governmental authority; and (ii) covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, in addition to those established by this Agreement.

D. Duration. This Agreement will run perpetually with the Property and each portion of the Grantee Property and will be binding upon the Owners, the Grantee and their respective successors and assigns. If at any time any of the parties hereto or any of their respective successors or assigns sells or otherwise conveys an interest in the Property or the Grantee Property, the selling or conveying party will be released from all obligations under this Agreement, except for those obligations arising during the period of such selling or conveying party's ownership of the parcel that was sold or conveyed.

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E. No Dedication for Public Use. The Easement is created for the purposes set forth in this Agreement, and there shall be no express or implied dedication of the Easement for public purposes.

F. No Barriers or Impediments. Other than an electric gate erected by the Company, provided all parties herein have the keypad access code, no fences, barriers, impediments, gates or other improvements ("Impediments") shall be constructed, erected, installed or maintained in the Easement which would impede the use of the Easement.

G. No Commercial Activity. Notwithstanding anything contained herein to the contrary, the Easement shall not be used for "commercial purposes". For purposes of this Agreement, "commercial purposes" shall mean any use by third parties derived for the purpose of obtaining profit. "Commercial purposes" shall specifically not include ingress and egress to and from any portion of the Grantee Property for the purpose of meeting with and entertaining business associates of Grantee, nor shall it mean construction traffic necessary for the construction or erection of improvements on any portion of the Grantee Property.

H. Rilling Canyon Road. The Easement does not impair or affect Grantee's existing access over and across Rilling Canyon Road, by way of separate instrument recorded in the Huerfano County, CO real estate records.

3. Payment of Assessments to Associations. Notwithstanding anything contained herein to the contrary, the rights and benefits conferred to Grantee herein shall remain subject to, and conditioned upon, payment by Grantee to each Association annually on or before February 15 of each calendar year one-half (1/2) of the total annual assessments assessed by each Association against each Owner, which as of the date of this Agreement is \$395.00 ("Fee"). Failure of Grantee to timely pay the Fee shall effect a forfeiture of the rights and benefits hereunder to Grantee for the remaining portion of the calendar year for which the Fee remains unpaid, provided however, upon payment in full of the Fee the rights and benefits conferred herein shall be immediately reinstated for the remaining portion of the calendar year.

4. General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by the Associations as provided. The Associations shall have the right to bring an action against Grantee, to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation. The action may be brought against the Grantee, or the person or entity who has caused the damage or violated this Agreement by the Associations.

5. Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Agreement, 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 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.

6. Easement to Run with Land. The rights and obligations in this Agreement shall run with each Parcel and each portion of the Grantee Property, shall be appurtenant to each Parcel and each portion of the Grantee Property, shall be binding upon each Parcel and each portion of the Grantee Property and all present and future Owners and permittees of each Parcel and each portion of the Grantee Property, and shall inure to the benefit of Grantee, and all future owners of each portion of the Grantee Property. If an Owner or Grantee transfers his Parcel or the any portion of the Grantee Property, any transferee expressly assumes and covenants, effective upon the conveyance of the Parcel or any portion of the Grantee Property, to perform and be bound by all of the terms, covenants and conditions of this Agreement thereafter to be performed by the owner acquiring the Parcel or any portion of the Grantee Property, and the transferring party shall be released from any and all liability which would thereafter arise from, or in connection with, any term, covenant or condition of this Agreement.

7. Dominant and Servient Estates. Each portion of the Grantee Property benefited by the rights and obligations which affect or burden the Property, or are to be performed in connection with the Easement, shall be the dominant estate, and the Property burdened by such rights and obligations shall be the servient estate.

8. Non-Merger. The Easement granted herein shall in no way be deemed to merge with the title to any portion of the Grantee Property.

9. Miscellaneous.

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

B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owners, Grantee, guests, licensees, subsequent owners, and their respective heirs, personal representatives, successors and assigns.

C. Notices. All notices pertaining to this Agreement shall be addressed as follows:

If to the Owners to:

Cuchara River Estates Property Owners
Association, Inc.
ATTN: Jim Young
445 Roxbury Drive
Colorado Springs, CO 80906, and

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Raspberry Mountain Ranch Property
Owners Association, Inc.,
ATTN: Jim Young
445 Roxbury Drive
Colorado Springs, CO 80906

If to Millard to:

Millard Properties, Ltd.
ATTN: Bob Millard
1100 Oakwood Ct.
Flower Mound, TX 75028

If to Company to:

Cuchara River, LLC
ATTN: Jim Young
445 Roxbury Drive
Colorado Springs, CO 80906

If to Robino to:

Albert Joe Robino
John Paul Robino
Floyd Stephen Robino
540 N Tidy Drive East
Pueblo West, CO 81007

All notices shall be in writing and shall be deemed duly given if personally delivered or sent by certified mail. Notice shall be deemed to have been received and effective three (3) days after mailing.

D. Entire Agreement. This Agreement 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 Agreement are herewith merged.

E. Governing Law. This Agreement has been negotiated, 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.

F. Costs of Enforcement. In any action to enforce this Agreement, collect damages or pursue other relief as a result of a breach hereof, whether in a court of law or equity, or otherwise, the prevailing party shall be entitled to collect all of its costs and expenses (whether legal or otherwise), including attorney's fees, the costs of investigation, settlement, expert witnesses, additional costs incurred in enforcing this Agreement or enforcing and collecting any judgment rendered hereon and interest at the highest rate permitted by law.

G. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the remaining

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hereof or the application of such provisions to person or circumstance other than those to which it is held 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.

H. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any party. Moreover, the failure of one party to perform or act in any one instance in strict accordance with the terms and provisions of this Agreement in response to, or as a result of, the other party's performance or act or nonperformance or non-action pursuant to this Agreement, shall not constitute a waiver by the one party of the other party's future obligation, duty or act required under this Agreement.

I. Execution in Counterparts. This Agreement, including facsimile copies of this Agreement, may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

J. Time of Essence. Time is of the essence to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date written above.

OWNERS:

Cuchara River, LLC,
a Colorado limited liability company

By: James E. Young

Its: Managing Member

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The above and foregoing Agreement was acknowledged before me this 5th day of January, 2005 by JAMES E. YOUNG as MANAGING MBR of Cuchara River, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 2-19-08

M. Jones
Notary Public





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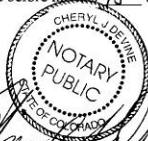
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John JacksonMary JacksonSTATE OF Colorado)
) ss.
COUNTY OF El Paso)The above and foregoing Agreement was acknowledged before me this 18th day of January, 2005 by John Jackson.

Witness my hand and official seal.

My commission expires: 9-8-05Cheryl J. Devine
Notary PublicSTATE OF Colorado)
) ss.
COUNTY OF El Paso)The above and foregoing Agreement was acknowledged before me this 19 day of January, 2005 by Mary Jackson.

Witness my hand and official seal.

My commission expires: August 19, 2007Walda H. Mitchell
Notary Public

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Richard Avery
Richard AveryKaren Avery
Karen AverySTATE OF COLORADO)COUNTY OF DENVER) ss.The above and foregoing Agreement was acknowledged before me this 24 day of JANUARY, 2005 by Richard Avery.

Witness my hand and official seal

My commission expires:

[Signature]
Notary PublicSTATE OF COLORADO)COUNTY OF DENVER) ss.The above and foregoing Agreement was acknowledged before me this 24 day of JANUARY, 2005 by Karen Avery.

Witness my hand and official seal

My commission expires:

[Signature]
Notary Public

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Kenneth Hoyer
Connie Hoyer

STATE OF Colorado)
COUNTY OF Boulder) ss.

The above and foregoing Agreement was acknowledged before me this 24th day of January, 2005 by Kenneth Hoyer.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 9/17/2006

Notary Public

STATE OF Colorado)
COUNTY OF Boulder) ss.

The above and foregoing Agreement was acknowledged before me this 24th day of January, 2005 by Connie Hoyer.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 9/17/2006

Notary Public

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Huerfano Cty, CO Judy Benline ROW

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James Young

Kelly Young

STATE OF COLORADO)
) ss.
 COUNTY OF EL PASO)

The above and foregoing Agreement was acknowledged before me this 5th day of JANUARY, 2005 by James Young.

Witness my hand and official seal.

My commission expires: 2-19-08

M. Jane McDonald
Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF EL PASO)

The above and foregoing Agreement was acknowledged before me this 5th day of JANUARY, 2005 by Kelly Young.

Witness my hand and official seal.

My commission expires: 2-19-08

M. Jane McDonald
Notary Public

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Joseph Anderies
Joseph Anderies

Julie Anderies
Julie Anderies

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The above and foregoing Agreement was acknowledged before me this 21 day of January, 2005 by Joseph Anderies.

Witness my hand and official seal.

My commission expires: 5/10/2006

Lorrie Sue Logan
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The above and foregoing Agreement was acknowledged before me this 21 day of January, 2005 by Julie Anderies.

Witness my hand and official seal.

My commission expires: 5/10/2006

Lorrie Sue Logan
Notary Public



Notary Public, State of Colorado

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Joanie R. Brewster

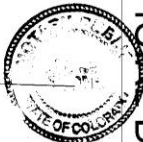
Joanie Brewster

William Kiester

William Kiester

STATE OF CO)
) ss.
COUNTY OF Arapahoe)The above and foregoing Agreement was acknowledged before me this 20th day of January, 2005 by Joanie Brewster.

Witness my hand and official seal.

My commission expires: 6.9.07[Signature]
Notary PublicSTATE OF Co)
) ss.
COUNTY OF Arapahoe)The above and foregoing Agreement was acknowledged before me this 20th day of January, 2005 by William Kiester.

Witness my hand and official seal.

My commission expires: 6.9.07[Signature]
Notary Public

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Huerfano Cty, CO Judy Benine ROW

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Benjamin Brown
Benjamin BrownKathy Brown
Kathy BrownSTATE OF Colorado)
COUNTY OF Denver) ss.The above and foregoing Agreement was acknowledged before me this 20th day of January, 2005 by Benjamin Brown.

Witness my hand and official seal.

My commission expires: 6-24-05Carolyn M. Masi
Notary PublicSTATE OF Colorado)
COUNTY OF Denver) ss.The above and foregoing Agreement was acknowledged before me this 20th day of January, 2005 by Kathy Brown.

Witness my hand and official seal.

My commission expires: 6-24-05Carolyn M. Masi
Notary Public

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Craig W Clark
Craig Clark

Carol Sellers
Carol Sellers

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The above and foregoing Agreement was acknowledged before me this 17th day of JANUARY, 2005 by Craig Clark.

Witness my hand and official seal.

My commission expires: 07-18-2005

[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The above and foregoing Agreement was acknowledged before me this 17th day of JANUARY, 2005 by Carol Sellers.

Witness my hand and official seal.

My commission expires: 07-18-2005

[Signature]
Notary Public

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John Spain
John SpainMichelle A. Spain
Michelle SpainSTATE OF North Carolina)
) ss.
COUNTY OF Cherokee)The above and foregoing Agreement was acknowledged before me this 25 day of Feb, 2005 by John Spain.

Witness my hand and official seal.

My commission expires: Dec 8, 2005Doug Stevens
Notary PublicSTATE OF North Carolina)
) ss.
COUNTY OF Cherokee)The above and foregoing Agreement was acknowledged before me this 25 day of Feb, 2005 by Michelle Spain.

Witness my hand and official seal.

My commission expires: Dec 8,Doug Stevens
Notary Public

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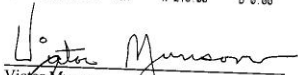
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 Victor Munson

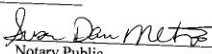

 Carmela Munson

STATE OF Texas)
) ss.
 COUNTY OF Dallas)

The above and foregoing Agreement was acknowledged before me this 11 day of February, 2005 by Victor Munson.

Witness my hand and official seal. *

My commission expires: 5-24-2008

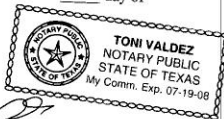

 Notary Public


STATE OF Texas)
) ss.
 COUNTY OF Tarrant)

The above and foregoing Agreement was acknowledged before me this 25 day of February, 2005 by Carmela Munson.

Witness my hand and official seal.

My commission expires: 7-19-08


 Notary Public


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Donald Elias
Donald EliasAna Elias
Ana EliasSTATE OF Colorado,
COUNTY OF Jefferson) ss.The above and foregoing Agreement was acknowledged before me this 19th day of January, 2005 by Donald Elias.

Witness my hand and official seal.

My commission expires: 11/09/2007Janice E. Henke
Notary PublicSTATE OF Colorado,
COUNTY OF Jefferson) ss.The above and foregoing Agreement was acknowledged before me this 19th day of January, 2005 by Ana Elias.

Witness my hand and official seal.

My commission expires: 11/09/2007Janice E. Henke
Notary Public

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Albert Joe Robino
Albert Joe Robino

John Paul Robino
John Paul Robino

Floyd Stephen Robino
Floyd Stephen Robino

STATE OF Colorado)
COUNTY OF El Paso) ss.

The above and foregoing Agreement was acknowledged before me this 13 day of January, 2005 by Albert Joe Robino.

Witness my hand and official seal.

My commission expires: 11/25/06



K. Davis
Notary Public

My Commission Expires 11-25-06

STATE OF Minnesota)
COUNTY OF Ramsey) ss.

The above and foregoing Agreement was acknowledged before me this 19th day of January, 2005 by John Paul Robino.

Witness my hand and official seal.

My commission expires: January 31, 2008



Kari A. Gust
Notary Public

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STATE OF Colorado)
COUNTY OF Pueblo) ss.

The above and foregoing Agreement was acknowledged before me this 11th day of January, 2005 by Floyd Stephen Robino.

Witness my hand and official seal.

My commission expires: 4/2/2005



Tina Higgins
Notary Public

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James F. Seifert_____
Nancy L. SeifertSTATE OF _____)
) ss.
COUNTY OF _____)

The above and foregoing Agreement was acknowledged before me this _____ day of _____, 2005 by James F. Seifert.

Witness my hand and official seal.

My commission expires: _____

Notary PublicSTATE OF _____)
) ss.
COUNTY OF _____)

The above and foregoing Agreement was acknowledged before me this _____ day of _____, 2005 by Nancy L. Seifert.

Witness my hand and official seal.

My commission expires: _____

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MILLARD:

Millard Properties, Ltd.

By: Millard Life Insurance Trust - 2002

(Its General Partner)

By:

Colleen A. Millard
Colleen A. Millard, TrusteeSTATE OF TEXAS)
COUNTY OF DENTON) ss.

The above and foregoing Agreement was acknowledged before me this 11th day of January, 2005 by Colleen A. Millard as Trustee of Millard Life Insurance Trust - 2002, the General Partner of Millard Properties, Ltd., a Texas limited partnership.

Witness my hand and official seal.

My commission expires: 3-26-2005Cherril L. Wynne
Notary Public

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ASSOCIATION:

Cuchara River Estates Property Owners
Association, Inc.,
a Colorado not for profit corporation

By:

Its:

James E. Young
Manager

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The above and foregoing Agreement was acknowledged before me this 5th day of JANUARY, 2005 by JAMES E. YOUNG as MANAGER of Cuchara River Estates Property Owners Association, Inc., a Colorado not for profit corporation.

Witness my hand and official seal.

My commission expires: 2-19-08

M. Jane McDonald
Notary Public

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ASSOCIATION:

Raspberry Mountain Ranch Property
Owners Association, Inc.,
a Colorado not for profit corporation

By:

Its:

James E. Young
Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The above and foregoing Agreement was acknowledged before me this 5th day of JANUARY, 2005 by JAMES E. YOUNG as MANAGER of Raspberry Mountain Ranch Property Owners Association, Inc., a Colorado not for profit corporation.

Witness my hand and official seal.

My commission expires: 2-19-08

M. Jane McDonald
Notary Public

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EXHIBIT A

"CUCHARA RIVER ESTATES"

A TRACT OF LAND LYING IN PART OF SECTIONS 7 AND 18, TOWNSHIP 30 SOUTH, RANGE 68 WEST, AND IN PART OF SECTIONS 12 AND 13, 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 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 (16) 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;
 - 10) N 19°48'45" W, 134.17 FEET TO A POINT;
 - 11) N 03°48'23" W, 145.88 FEET TO A POINT;
 - 12) N 12°09'56" E, 126.07 FEET TO A POINT;
 - 13) N 00°39'23" E, 197.38 FEET TO A POINT;
 - 14) N 00°24'35" W, 335.01 FEET TO A POINT;
 - 15) N 09°12'42" E, 419.81 FEET TO A POINT;
 - 16) N 05°40'03" E, 114.36 FEET TO A POINT;
- THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD, N 47°21'24" E, 1458.66 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE N 88°59'39" E, ALONG SAID NORTH LINE, 977.94 FEET TO A POINT, SAID POINT BEING A REBAR AND ALUMINUM CAP MARKED "NE1/16 S7, LS 16163"; THENCE S 00°12'42" E, 1327.73 FEET TO A POINT, SAID POINT BEING A REBAR AND AN ALUMINUM CAP MARKED "CE1/16 S7, LS 16163"; THENCE N 89°02'10" E, 1092.91 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 (17) COURSES:

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- 1) S 41°05'25" W, 70.51 FEET TO A POINT;
- 2) S 15°34'36" W, 711.71 FEET TO A POINT;
- 3) S 19°31'08" W, 416.96 FEET TO A POINT;
- 4) S 11°19'11" W, 206.64 FEET TO A POINT;
- 5) S 05°43'48" E, 560.77 FEET TO A POINT;
- 6) S 07°54'35" W, 117.08 FEET TO A POINT;
- 7) S 18°27'41" W, 154.28 FEET TO A POINT;
- 8) S 05°11'58" E, 202.60 FEET TO A POINT;
- 9) S 04°49'33" E, 1334.25 FEET TO A POINT;
- 10) S 07°38'36" E, 409.17 FEET TO A POINT;
- 11) S 04°11'02" W, 220.59 FEET TO A POINT;
- 12) S 18°19'03" W, 568.04 FEET TO A POINT;
- 13) S 05°13'37" W, 684.67 FEET TO A POINT;
- 14) S 19°29'22" W, 110.87 FEET TO A POINT;
- 15) S 29°58'21" W, 99.08 FEET TO A POINT;
- 16) S 36°31'41" W, 1125.27 FEET TO A POINT;
- 17) S 47°16'16" W, 75.28 FEET TO A POINT;

SAID POINT BEING ON THE SOUTH LINE OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID COLORADO HIGHWAY 12, S 88°42'31" W, 4790.22 FEET TO A POINT; THENCE N 16°15'19" E, 1255.87 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (18) COURSES:

- 1) N 01°02'54" W, 63.93 FEET TO A POINT;
- 2) N 43°22'48" E, 73.30 FEET TO A POINT;
- 3) N 25°23'28" E, 132.07 FEET TO A POINT;
- 4) N 08°39'01" W, 249.52 FEET TO A POINT;
- 5) N 09°18'04" W, 129.51 FEET TO A POINT;
- 6) N 12°48'05" E, 368.66 FEET TO A POINT;
- 7) N 12°32'47" W, 265.44 FEET TO A POINT;
- 8) N 17°33'20" E, 118.12 FEET TO A POINT;
- 9) N 09°01'03" E, 104.35 FEET TO A POINT;
- 10) N 24°02'05" W, 226.97 FEET TO A POINT;
- 11) N 02°57'08" E, 1017.76 FEET TO A POINT;
- 12) N 01°41'09" E, 71.18 FEET TO A POINT;
- 13) N 14°01'42" E, 90.58 FEET TO A POINT;
- 14) N 14°09'39" E, 275.87 FEET TO A POINT;
- 15) N 47°52'01" E, 172.85 FEET TO A POINT;
- 16) N 66°37'43" E, 140.13 FEET TO A POINT;
- 17) N 65°26'08" E, 256.87 FEET TO A POINT;
- 18) N 58°50'02" E, 14.61 FEET TO THE POINT OF BEGINNING, CONTAINING 759.40 ACRES.

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EXCEPTING FROM THE ABOVE DESCRIBED CUCHARA RIVER ESTATES,
"CUCHARA RIVER RANCH", aka "HEADQUARTERS TRACT", AS DESCRIBED
BELOW:

"CUCHARA RIVER RANCH" – EXCEPTION TO CUCHARA RIVER ESTATES

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;

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- 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;
- 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, SAID EXCEPTION CONTAINING 164.76 ACRES.

TOTAL ACRES IN CUCHARA RIVER ESTATES: 759.40 ACRES – 164.76 ACRES (HEADQUARTERS) = 594.64 ACRES TOTAL.

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"RASPBERRY MOUNTAIN RANCH"

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, 3714.03 FEET TO A POINT; THENCE N 14°11'38" W, 397.71 FEET TO A POINT; THENCE S 88°25'39" W, 478.07 FEET TO A POINT; THENCE N 88°32'02" W, 1769.76 FEET TO A POINT; THENCE N 01°15'18" E, 990.98 FEET TO A POINT; THENCE N 88°46'44" W, 1554.59 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°56'24" E, 146.20 FEET TO A POINT; THENCE N 70°51'42" E, 161.11 FEET TO A POINT; THENCE N 27°17'54" E, 145.34 FEET TO A POINT; THENCE N

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41°55'06" E, 236.11 FEET TO A POINT; THENCE N 32°18'52" E, 145.32 FEET TO A POINT; THENCE N 10°20'51" W, 125.62 FEET TO A POINT; THENCE N 23°57'08" E, 228.69 FEET TO A POINT; THENCE N 07°40'02" E, 223.71 FEET TO A POINT; THENCE N 09°15'22" W, 478.08 FEET TO A POINT; THENCE N 33°31'01" E, 162.47 FEET TO A POINT; THENCE N 22°55'57" E, 178.06 FEET TO A POINT; THENCE N 15°59'25" E, 222.73 FEET TO A POINT; THENCE N 12°33'26" E, 233.06 FEET TO A POINT; THENCE N 40°51'46" E, 176.50 FEET TO A POINT; THENCE S 08°56'17" E, 265.07 FEET TO A POINT; THENCE N 36°18'10" E, 288.79 FEET TO A POINT; THENCE N 21°53'55" W, 2145.97 FEET TO A POINT; THENCE N 12°29'42" W, 661.86 FEET TO A POINT; THENCE N 30°36'31" W, 1819.79 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SE1/4NW1/4 OF SAID SECTION 11; THENCE S 88°15'43" E, 1314.65 FEET TO THE NC1/16 CORNER OF SAID SECTION 11; THENCE S 88°15'39" E, 2618.16 FEET TO THE N1/16 CORNER COMMON TO SECTIONS 11 AND 12; THENCE N 88°54'10" E, 2708.83 FEET TO THE NC1/16 CORNER OF SAID SECTION 12; THENCE N 88°54'17" E, 2697.46 FEET TO THE N1/16 CORNER COMMON TO SECTION 12 AND SECTION 7; THENCE N 88°59'39" E, 3000.97 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 1,528.40 ACRES.

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EXCEPTING FROM THE ABOVE DESCRIBED RASPBERRY MOUNTAIN RANCH TRACT THE FOLLOWING DESCRIBED TRACT OF LAND:

"ROBINO PARCEL 1" - EXCEPTION TO RASPBERRY MOUNTAIN RANCH A TRACT OF LAND LYING IN PART OF THE SE1/4 OF SECTION 11 AND IN PART OF THE NW1/4SW1/4, SECTION 12, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., COUNTY OF HUERFANO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE INTERSECTION OF THE CENTERLINES OF LONGHORN ROAD AND RILLING CANYON ROAD, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 10°38'24" W, 1842.16 FEET; THENCE ALONG THE CENTERLINE OF SAID RILLING CANYON ROAD THE FOLLOWING (3) COURSES:

- 1) S 67°32'04" W, 341.66 FEET TO A POINT;
- 2) S 59°32'36" W, 238.91 FEET TO A POINT;
- 3) S 52°35'52" W, 209.50 FEET TO A POINT;

THENCE DEPARTING THE CENTERLINE OF SAID ROAD, S 36°13'15" E, 81.00 FEET TO A POINT; THENCE S 54°59'16" W, 634.26 FEET TO A POINT; THENCE N 36°13'16" W, 87.22 FEET TO A POINT IN THE CENTERLINE OF SAID RILLING CANYON ROAD; THENCE ALONG THE CENTERLINE OF SAID RILLING CANYON ROAD THE FOLLOWING (5) COURSES:

- 1) S 55°41'07" W, 154.40 FEET TO A POINT;
- 2) S 40°30'03" W, 294.57 FEET TO A POINT;
- 3) S 61°17'55" W, 164.88 FEET TO A POINT;
- 4) S 49°17'33" W, 312.92 FEET TO A POINT;
- 5) S 60°38'23" W, 98.68 FEET TO A POINT;

SAID POINT BEING THE INTERSECTION OF SAID RILLING CANYON ROAD WITH THE CENTERLINE OF A FUTURE SUBDIVISION ACCESS ROAD; THENCE ALONG THE CENTERLINE OF SAID ACCESS ROAD THE FOLLOWING (7) COURSES:

- 1) N 32°14'34" E, 195.70 FEET TO A POINT;
- 2) N 00°40'37" W, 389.11 FEET TO A POINT;
- 3) N 08°16'17" W, 245.24 FEET TO A POINT;
- 4) N 44°55'20" E, 52.56 FEET TO A POINT;
- 5) S 54°47'56" E, 98.21 FEET TO A POINT;
- 6) N 75°17'14" E, 55.87 FEET TO A POINT;
- 7) N 28°20'19" W, 435.44 FEET TO A POINT;

THENCE DEPARTING THE CENTERLINE OF SAID ACCESS ROAD, N 60°36'57" E, 1940.99 FEET TO A POINT IN THE CENTERLINE OF A SEPERATE FUTURE SUBDIVISION ACCESS ROAD; THENCE ALONG THE CENTERLINE OF SAID ACCESS ROAD THE FOLLOWING (2) COURSES:

- 1) S 20°09'49" E, 470.01 FEET TO A POINT;
- 2) S 36°02'09" E, 213.08 FEET TO A POINT,

SAID POINT BEING THE INTERSECTION OF SAID ACCESS ROAD WITH THE CENTERLINE OF RILLING CANYON ROAD; THENCE ALONG THE

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CENTERLINE OF SAID RILLING CANYON ROAD THE FOLLOWING (3) COURSES:

- 1) S 48°18'53" W, 16.05 FEET TO A POINT;
 - 2) S 09°59'13" W, 79.90 FEET TO A POINT;
 - 3) S 19°43'06" E, 47.11 FEET TO THE POINT OF BEGINNING,
- SAID EXCEPTION, ROBINO PARCEL 1, CONTAINING 40.14 ACRES.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED RASPBERRY MOUNTAIN RANCH TRACT THE FOLLOWING DESCRIBED TRACT OF LAND:

"GRACE TRACT" – EXCEPTION TO RASPBERRY MOUNTAIN RANCH A TRACT OF LAND LYING IN PART OF THE RASPBERRY MOUNTAIN RANCH, AS LOCATED ON MAP 436, POCKET 10, FOLDER 1 AS RECORDED IN THE HUERFANO COUNTY CLERK & RECORDER'S OFFICE, WHICH IS LOCATED IN PART OF SECTIONS 13 AND 14, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., COUNTY OF HUERFANO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERLY LINE OF TRACT 14, RASPBERRY MOUNTAIN RANCH SUBDIVISION, PHASE 1, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 13 BEARS N 64°17'42" E, 5223.23 FEET; THENCE ALONG THE WESTERLY LINE OF SAID TRACT 14, S 23°06'04" E, 416.06 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 13; THENCE S 04°08'16" E, ALONG THE WESTERLY LINE OF SAID TRACT 13, 1497.39 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 13, SAID POINT BEING ON THE SOUTH LINE OF RASPBERRY MOUNTAIN RANCH; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RASPBERRY MOUNTAIN RANCH THE FOLLOWING (5) COURSES:

- 1) S 88°42'31" W, 308.44 FEET TO A POINT;
 - 2) N 14°11'38" W, 397.71 FEET TO A POINT;
 - 3) S 88°25'39" W, 478.07 FEET TO A POINT;
 - 4) N 88°32'02" W, 1769.76 FEET TO A POINT;
 - 5) N 01°15'18" E, 990.98 FEET TO A POINT;
- THENCE DEPARTING THE SOUTHERLY LINE OF SAID RASPBERRY MOUNTAIN RANCH, N 01°15'18" E, 474.77 FEET TO A POINT; THENCE S 90°00'00" E, 2349.57 FEET TO THE POINT OF BEGINNING, SAID EXCEPTION, GRACE TRACT, CONTAINING 89.97 ACRES.

TOTAL ACRES IN RASPBERRY MOUNTAIN RANCH: 1,528.40 ACRES – 40.14 ACRES (ROBINO) – 89.97 ACRES (GRACE) = 1447.48 ACRES TOTAL.

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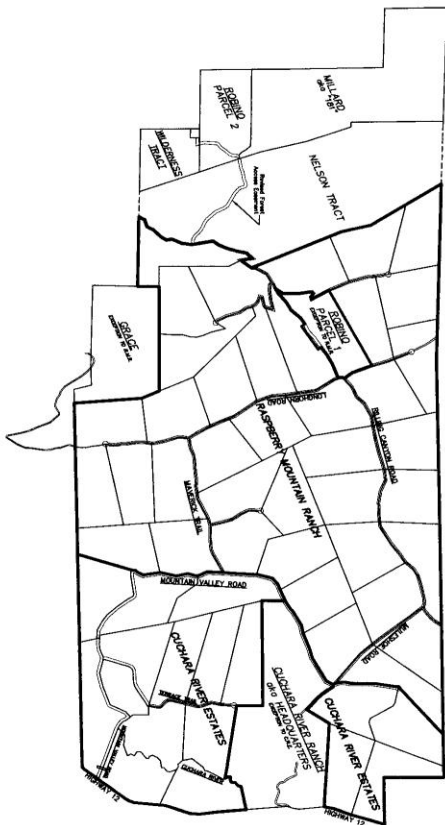
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INFORMATION MAP

EXHIBIT A

CUCHARA RIVER ESTATES &
RASPBERRY MOUNTAIN RANCH





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EXHIBIT B

"ROBINO PARCEL 1"

A TRACT OF LAND LYING IN PART OF THE SE1/4 OF SECTION 11 AND IN PART OF THE NW1/4SW1/4, SECTION 12, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., COUNTY OF HUERFANO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE INTERSECTION OF THE CENTERLINES OF LONGHORN ROAD AND RILLING CANYON ROAD, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 10°38'24" W, 1842.16 FEET; THENCE ALONG THE CENTERLINE OF SAID RILLING CANYON ROAD THE FOLLOWING (3) COURSES:

- 1) S 67°32'04" W, 341.66 FEET TO A POINT;
- 2) S 59°32'36" W, 238.91 FEET TO A POINT;
- 3) S 52°35'52" W, 209.50 FEET TO A POINT;

THENCE DEPARTING THE CENTERLINE OF SAID ROAD, S 36°13'15" E, 81.00 FEET TO A POINT; THENCE S 54°59'16" W, 634.26 FEET TO A POINT; THENCE N 36°13'16" W, 87.22 FEET TO A POINT IN THE CENTERLINE OF SAID RILLING CANYON ROAD; THENCE ALONG THE CENTERLINE OF SAID RILLING CANYON ROAD THE FOLLOWING (5) COURSES:

- 1) S 55°41'07" W, 154.40 FEET TO A POINT;
- 2) S 40°30'03" W, 294.57 FEET TO A POINT;
- 3) S 61°17'55" W, 164.88 FEET TO A POINT;
- 4) S 49°17'33" W, 312.92 FEET TO A POINT;
- 5) S 60°38'23" W, 98.68 FEET TO A POINT;

SAID POINT BEING THE INTERSECTION OF SAID RILLING CANYON ROAD WITH THE CENTERLINE OF A FUTURE SUBDIVISION ACCESS ROAD; THENCE ALONG THE CENTERLINE OF SAID ACCESS ROAD THE FOLLOWING (7) COURSES:

- 1) N 32°14'34" E, 195.70 FEET TO A POINT;
- 2) N 00°40'37" W, 389.11 FEET TO A POINT;
- 3) N 08°16'17" W, 245.24 FEET TO A POINT;
- 4) N 44°55'20" E, 52.56 FEET TO A POINT;
- 5) S 54°47'56" E, 98.21 FEET TO A POINT;
- 6) N 75°17'14" E, 55.87 FEET TO A POINT;
- 7) N 28°20'19" W, 435.44 FEET TO A POINT;

THENCE DEPARTING THE CENTERLINE OF SAID ACCESS ROAD, N 60°36'57" E, 1940.99 FEET TO A POINT IN THE CENTERLINE OF A SEPERATE FUTURE SUBDIVISION ACCESS ROAD; THENCE ALONG THE CENTERLINE OF SAID ACCESS ROAD THE FOLLOWING (2) COURSES:

- 1) S 20°09'49" E, 470.01 FEET TO A POINT;
- 2) S 36°02'09" E, 213.08 FEET TO A POINT,

SAID POINT BEING THE INTERSECTION OF SAID ACCESS ROAD WITH THE CENTERLINE OF RILLING CANYON ROAD; THENCE ALONG THE

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CENTERLINE OF SAID RILLING CANYON ROAD THE FOLLOWING (3)
COURSES:

- 1) S 48°18'53" W, 16.05 FEET TO A POINT;
 - 2) S 09°59'13" W, 79.90 FEET TO A POINT;
 - 3) S 19°43'06" E, 47.11 FEET TO THE POINT OF BEGINNING,
- SAID ROBINO PARCEL 1, CONTAINING 40.14 ACRES.

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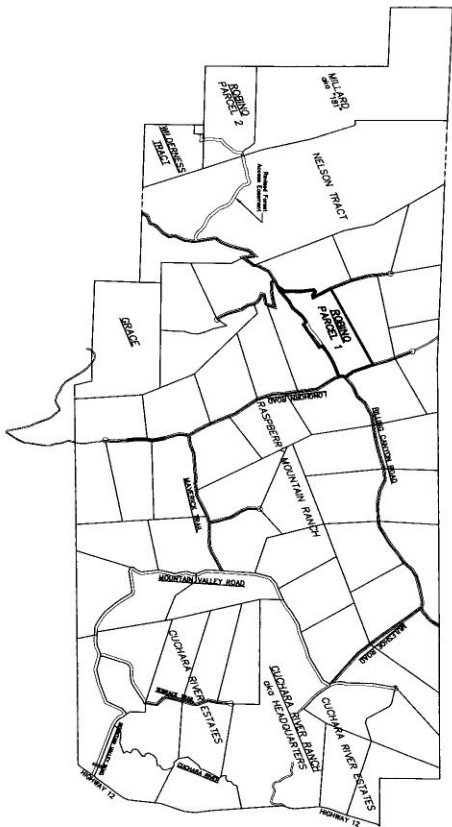
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EXHIBIT B

ROBINO PARCEL 7





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EXHIBIT C

"MILLARD PROPERTY" aka "181"

A TRACT OF LAND LOCATED IN PART OF THE S1/2NE1/4 AND E1/2SE1/4 OF SECTION 10, PART OF THE W1/2SW1/4 OF SECTION 11, PART OF THE NW1/4NW1/4 OF SECTION 14 AND PART OF THE NE1/4NE1/4 OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF HUERFANO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SECTION CORNER COMMON TO SECTIONS 10, 11, 14 AND 15 BEARS N 0°16'05" W, 174.87' FEET; THENCE N 89°12'44" W, 1319.70 FEET TO A POINT; THENCE N 00°13'16" W, 175.17 FEET TO THE SOUTHWEST CORNER OF THE E1/2SE1/4 OF SECTION 10; THENCE N 00°36'37" W ALONG THE WEST LINE OF SAID E1/2SE1/4, 2730.50 FEET TO THE NW1/4 CORNER OF THE E1/2SE1/4; THENCE N 88°17'48" W ALONG THE SOUTH LINE OF THE S/2NE1/4 OF SECTION 10, 1319.18 FEET TO THE SOUTHWEST CORNER OF SAID S/2NE1/4; THENCE N 00°35'17" W ALONG THE WEST LINE OF SAID S/2NE1/4, 1375.51 FEET TO THE NORTHWEST CORNER OF THE S/2NE1/4; THENCE N 87°49'20" E ALONG THE NORTH LINE OF THE S/2NE1/4, 2536.28 FEET TO A POINT; THENCE S 00°38'06" E DEPARTING THE NORTH LINE OF THE S/2NE1/4, 2034.66 FEET TO A POINT; THENCE S 89°43'17" E, 101.75 FEET TO A POINT; THENCE S 18°21'39" E, 1028.10 FEET TO A POINT; THENCE S 12°53'19" E, 1060.66 FEET TO A POINT; THENCE S 18°22'09" E, 229.39 FEET TO A POINT; THENCE S 18°24'59" E, 258.95 FEET TO A POINT IN THE CENTERLINE OF AN ACCESS EASEMENT; THENCE N 83°15'49" W, ALONG THE CENTERLINE OF SAID EASEMENT, 52.64 FEET TO A POINT; THENCE DEPARTING THE CENTERLINE OF SAID EASEMENT, S 73°28'17" W, 37.30 FEET TO A POINT; THENCE N 44°47'39" W, 94.26 FEET TO A POINT; THENCE N 26°22'56" W, 79.83 FEET TO A POINT; THENCE N 39°24'36" W, 153.49 FEET TO ; THENCE N 88°04'22" W, 404.05 FEET TO THE POINT OF BEGINNING, CONTAINING 182.64 ACRES.

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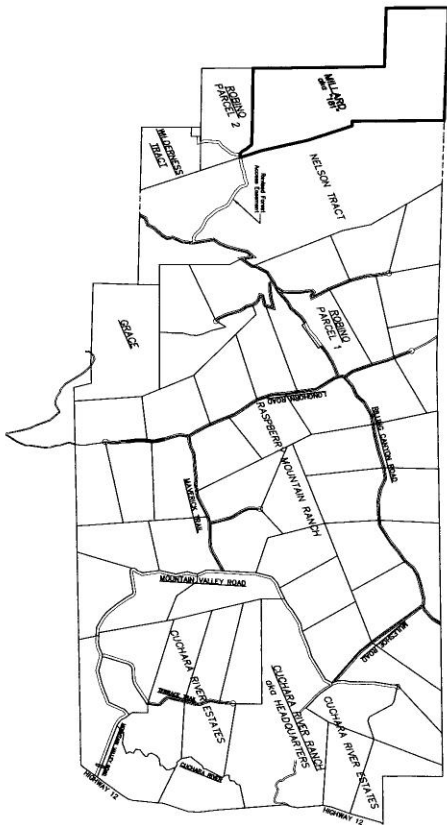
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INFORMATION MAP

EXHIBIT C

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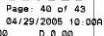
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EXHIBIT D**"ROBINO PARCEL 2"**

A tract of land lying in part of the NW1/4NW1/4 of Section 14 and part of the NE1/4NE1/4 of Section 15, Township 30 South, Range 69 West of the 6th P.M., County of Huerfano, State of Colorado, more particularly described as follows:

Beginning at a point from which the northeast corner of said Section 15 bears N 00°16'05" W, 174.87 feet; thence S 88°04'22" E, 404.05 feet to a point; thence S 39°24'36" E, 153.49 feet to a point; thence S 26°22'56" E, 79.83 feet to a point; thence S 44°47'39" E, 94.26 feet to a point; thence N 73°28'17" E, 37.30 feet to a point in the centerline of an access easement; thence S 83°15'49" E, along the centerline of said easement, 52.64 feet to a point on the west line of the Tract 7 of the Goemmer Mountain Ranch; thence departing the centerline of said access easement, S 18°24'59" E, along the west line of said Tract 7 929.00 feet to a point; thence N 89°08'49" W, 979.51 feet to the southeast corner of the NE1/4NE1/4 of said Section 15; thence N 89°08'49" W, 1319.93 feet to the southwest corner of said NE1/4NE1/4; thence N 00°15'33" W, along the west line of said NE1/4NE1/4, 1131.53 feet to a point; thence S 89°12'44" E, 1319.70 feet to the point of beginning, containing 53.99 acres.

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EXHIBIT E

"WILDERNESS PROPERTY"

A tract of land lying in part of the NW1/4 of Section 14, Township 30 South, Range 69 West of the 6th P.M., County of Huerfano, State of Colorado, more particularly described as follows:

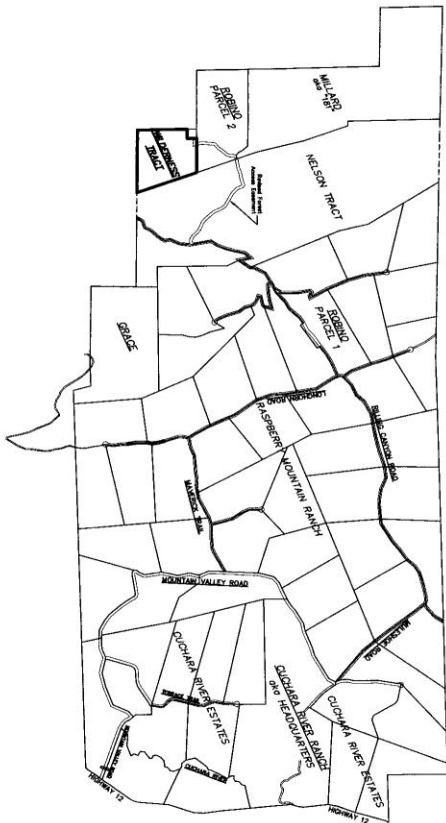
Beginning at a point from which the northwest corner of the SW1/4NW1/4 bears N 89°08'49" W, 208.81 feet to a point; thence S 89°08'49" E, 770.70 feet to a point; thence S 18°24'59" E, 1395.56 feet to a point; thence N 88°39'47" W, 94.94 feet to the southeast corner of the SW1/4NW1/4; thence N 88°44'48" W, 1319.78 feet to the southwest corner of the SW1/4NW1/4; thence N 00°15'32" W, along the west line of the SW1/4NW1/4, 1098.79 feet to a point; thence departing the west line of the SW1/4NW1/4, S 89°08'49" E, 208.81 feet to a point; thence N 00°15'32" W, 208.81 feet to the point of beginning, containing 35.04 acres.

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WILDERNESS PROPERTY





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INFORMATION MAP

EXHIBIT F

OVERALL MAP

