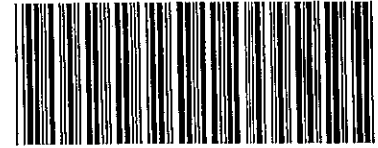


3

Ms. Cheryl Matthews
Douglas County
100 Third Street
Castle Rock, CO 80104

**AMENDED AND RESTATED
DEED OF CONSERVATION EASEMENT**



2007063140 46 PGS

(Eagle Mountain Property South Parcel – Douglas County)

THIS AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT (the "Easement") is made this 3rd day of August, 2007, by **EAGLE MOUNTAIN PRESERVE, LLC**, a Colorado limited liability company, Attention: Mr. Rex Weimer, 8480 East Orchard, #1100, Greenwood Village, CO 80111 (the "Grantor"), in favor of the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), the address of which is 100 Third Street, Castle Rock, CO 80104 (the "Grantee"). This Easement has been executed by **THE CONSERVATION FUND** a Maryland nonprofit corporation, having an address 1655 North Fort Myer Drive, Suite 1300, Arlington, VA 22209-3199, Attention: General Counsel, which is a Grantee of the Original Easement described herein. After recording of this Easement the Eagle Mountain South Parcel will be conveyed to The Conservation Fund and upon such conveyance The Conservation Fund will be the Grantor hereunder and the County will remain the sole Grantee hereunder. The following exhibits are attached hereto and made a part of this Easement:

- Exhibit A Description of Adjoining 420 acres (Spruce Mountain Parcel)
- Exhibit A-1 Description of 458 acre Eagle Mountain North Parcel
- Exhibit A-2 Description of 512 acre Eagle Mountain South Parcel (the "Property")
- Exhibit A-4 General description of Residential Building Areas
- Exhibit B-1 Map of Property, including Potential Building Areas and Pasture Areas
- Exhibit B-2 Map of Trails
- Exhibit C Acknowledgement of Baseline Documentation Report
- Exhibit D-1 Permitted Exceptions to Title

OFFICIAL RECORDS
DOUGLAS COUNTY CO
JACK ARROWSMITH
CLERK & RECORDER
RECORDING FEE: \$231.00
46 PGS
2007063140
08/07/2007 03:26 PM

RECITALS:

- A) Eagle Pointe Development, L.L.C., a Colorado limited liability company granted a deed of conservation easement to the Board of County Commissioners of the County of Douglas, State of Colorado, and to The Conservation Fund, a Maryland non-profit corporation, dated January 22, 2003 and recorded January 23, 2003 at Reception No. 2003009368 of the records of the Douglas County, Colorado Clerk and Recorder (the "Original Conservation Easement"). The Original Conservation Easement encumbered 979.79 acres of land more or less.
- B) The property encumbered by the Original Conservation Easement is referred to as the "Eagle Mountain Property" and is comprised of (1) the 458 acre, more or less, "Eagle Mountain North Parcel" which is described on the attached Exhibit A-1, and shown on the attached Exhibit B-1, and (2) the 512 acre, more or less, "Eagle Mountain South Parcel" which is described on the attached Exhibit A-2, and shown on the attached Exhibit B-1 (which includes the Tract 2 Property). Eagle Mountain Preserve, L.L.C., is



8/2/07

CR 70181100

CLAZON REASSURANCE MTR/Eagle Mtn Restated South CE 4b1

the owner of the Eagle Mountain North Parcel and the Eagle Mountain South Parcel. Immediately after the granting of this Easement the Eagle Mountain South Parcel will be conveyed to The Conservation Fund, a Maryland non-profit corporation.

- C) The Grantor and the Grantee wish to merge, supersede and replace the Original Conservation Easement in its entirety with two conservation easements, one encumbering the Eagle Mountain North Parcel owned by Eagle Mountain Preserve, L.L.C (the “**Restated Eagle Mountain North CE**”), and one encumbering the Eagle Mountain South Parcel owned by The Conservation Fund (this “**Restated Eagle Mountain South CE**”), without interrupting the perpetual duration of the Original Conservation Easement or the property right which vested in the Grantee upon the recording of the Original Conservation Easement. This is being done to eliminate certain development rights and to divide the Original Conservation Easement along ownership boundaries. This Restated Eagle Mountain South CE encumbers the Eagle Mountain South Parcel, which is also referred to as the “**Property**”. The Restated Eagle Mountain North CE is being recorded immediately prior to the recording of this Easement.
- D) The Eagle Mountain Property is a part of the 1390-acre, more or less, property referred to as the “**Spruce Mountain Ranch**” or the “**Ranch**”.
- E) The Eagle Mountain Property is highly visible from Interstate 25, and from other adjacent and nearby public roads including Noe Road, Douglas County Road 105 and Spruce Mountain Road. There are majestic views of Pikes Peak and the Front Range of the Rocky Mountains from the Ranch, with vistas that are essentially unchanged from the time that European exploration of Colorado began.
- F) The Eagle Mountain Property is substantially undeveloped and contains scenic buttes and mesas, large meadows and substantial areas of native grasses. The Property includes pine and scrub oak groves and significant natural areas that provide habitat for a variety of animals including deer, elk, mountain lion, black bear, small mammals and birds. The Property also provides a wildlife corridor to and from adjacent properties.
- G) The Property possesses natural, scenic, open space, wildlife, aesthetic, ecological and environmental values (collectively the “**Conservation Values**”) of great importance to Grantor, the Grantee, the people of Douglas County and the people of the State of Colorado which are worthy of protection in perpetuity. Grantor and Grantee recognize that economic development of the Property would have an adverse impact on and greatly impair these conservation values. The Property has significant ecological and open space values as defined in C.R.S. § 38-30.5-101, et seq., and provides natural habitat for native plants and animals. The Property also has values as indicated by the following conservation policies:
 - 1) The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. § § 4201, et seq., the purpose of which is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to

non-agricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with States, units of local government and private programs and policies to protect farmland.”

- 2) C.R.S. § 38-30.5-101, et seq., providing for the establishment of conservation easements to maintain land “in a natural, scenic or open condition, or for wildlife habitat, or for agricultural . . . or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity.”
- 3) C.R.S. § 33-1-101, et seq., which provide in part that “it is the declared policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the ...[scenic]... enjoyment of the people of this state and its visitors.”
- 4) C.R.S. § 35-3.5-101, et seq., which provide in part that “it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of agricultural land for the production of food and other agricultural products.”
- 5) The Douglas County Master Plan.
- 6) Douglas County Resolution No. R-994-062 which encourages the preservation of open space.

H) In particular, the Property possesses at least the following Conservation Values:

- 1) Scenic and Visual. The Property is highly visible from Interstate 25, and from other adjacent and nearby public roads including Noe Road, Douglas County Road 105 and Spruce Mountain Road. The development of the Property, except as provided herein, would mar the predominantly natural view westward from those public roads. The Property, together with the adjoining properties, provides a large area of open space that protects scenic vistas for the public.
- 2) Wildlife. The Property and immediate vicinity is home to a diversity of species of wildlife including deer, elk, black bear and mountain lion, together with a wide variety of small mammals, birds and raptors. The Property provides an important wildlife corridor to adjoining properties and other publicly protected properties.
- 3) Agricultural. The Property has been used for ranching for many years. Preservation of the Property will permit the continuation of ranching, as provided herein.

I) The parties acknowledge that specific Conservation Values of the Property will be documented in an inventory of relevant features of the Property, which inventory is dated as of the date of the recording of this Easement (the “**Baseline Documentation**”). A

copy of the Baseline Documentation will be kept on file at the offices of the Grantor and the Grantee. The Baseline Documentation shall consist of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement and a written acknowledgement and identification of the Baseline Documentation, in the form attached hereto as Exhibit C, shall be signed by both the Grantor and the Grantee.

- J) Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of the substantially undeveloped condition of the Property existing at the time of this grant, subject to the exceptions, building sites and uses permitted herein.
- K) Grantor further intends, as owner of the Property, to convey to Grantee the affirmative right to preserve and protect the Conservation Values of the Property in perpetuity exclusively for conservation purposes, subject to the terms and provisions of this Easement.
- L) Grantee, The Conservation Fund, is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) as a qualified organization under Section 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.
- M) Grantee, Douglas County, is a governmental entity qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code to hold an interest in this Deed of Conservation Easement.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. Sections 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth and subject to the exceptions, terms and provisions of this Easement and to covenants, conditions, rights, rights-of-way, easements, restrictions and encumbrances of record. This Amended and Restated Deed of Conservation Easement (Restated Eagle Mountain South CE), together with the Restated Eagle Mountain North CE being recorded immediately before this instrument, merge, supersede and replace the Original Conservation Easement in its entirety without interrupting the perpetual duration of the Original Conservation Easement or the property right which vested in the Grantee upon the recording of the Original Conservation Easement.

1. Purpose. It is the purpose of this Easement, subject to the other terms and provisions of this Easement, to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition, to preserve and protect in perpetuity the

wildlife, aesthetic, ecological, environmental and agricultural values and characteristics of the Property, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement, provided that any activity on or use of the Property expressly allowed or authorized in this Easement shall be deemed to be consistent with the purposes, terms and provisions of this Easement.

2. Affirmative Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- 2.1. To identify, preserve, protect and enhance the Conservation Values of the Property.
- 2.2. To enter upon the Property at reasonable times (ordinarily not more than two times per year, but more often if necessary to inspect Pasture Areas) upon prior notice to the Grantor, which will be on no less than 24 hours' prior written notice to Grantor, in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, and to observe, study and make educational and scientific observations on the Property; provided, however, that any such right of entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property consistent with this Easement. A representative of the Grantor may accompany the Grantee on any visit to the Property permitted under this subparagraph.
- 2.3. To enjoin or prevent any activity on or use of the Property that is in violation of the terms of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any activity or use in violation of this Easement.

3. Parcels, Areas, Subdivision, Structures and Improvements.

3.1. General Designation of Areas. For purposes of this Easement, the Building Areas have been generally designated and are generally described on the attached **Exhibit A-4** and depicted on the attached **Exhibit B-1**:

- 3.1.1. Residential Parcel and Residential Building Area. Seven (7) parcels (the "Residential Parcels"), each encompassing not less than forty (40) acres, are permitted on the Property, each of which may contain not more than one of the Potential Building Areas which are in the locations generally described and shown on the attached **Exhibits A-4 and B-1**. The Grantor shall locate the final boundaries for each such Residential Parcel prior to construction of any improvements on such parcel, and record an amendment, as provided herein. Residential Parcel Nos. 6, 7 and 8 each will have one 5-acre "Residential Building Area", and Residential Parcel

Nos. 5, 9, 10 and Tract 2 each will have one 7-acre "Residential Building Area".

- 3.1.2. Potential Building Areas and Residential Building Areas. The parties have designated seven "**Potential Building Areas**" in the location generally described and shown on the attached Exhibits A-4 and B-1. Within each Potential Building Area the Grantor may locate a final single "**Residential Building Area**", as provided herein.
- 3.1.3. Pasture Areas. Adjacent to Potential Building Areas 5, 9, 10 and Tract 2 are "**Potential Pasture Areas**". Within each Potential Pasture Area the Grantor may locate a final single 10-acre pasture area ("**Pasture Area**"), as provided herein, which shall be contiguous to the Residential Building Area for such parcel, and which at all times shall be conveyed with the appurtenant Residential Building Area, and which shall subject to the restrictions hereinafter established.
- 3.1.4. Open Area. The portion of the Property outside of the Residential Building Areas (collectively referred to as the "**Building Areas**") and the Pasture Areas and Flex Sites, is referred to as the "**Open Area**".
- 3.2. Final Designation of Parcels and Building Areas Recording of Amendment. Prior to construction of any improvements in a Building Area the Grantor shall obtain the written approval of the Grantee as provided in Paragraph 6, herein, which Grantee shall not unreasonably withhold or delay, as to the final location of the Building Area as requested by Grantor within the defined areas, and the Residential Parcel within which such Building Area is located (the "**Location Approval**"). After receiving the Location Approval from the Grantee, the Grantor shall at its cost survey and pin the boundaries of such Residential Parcel and its Residential Building Area (the "**Boundaries**"). Thereafter, the parties shall record an amendment to this Easement evidencing the Boundaries for such parcel and areas, and permanently extinguishing the right to use any undesignated portion of a potential area for construction of improvements. No construction shall be commenced on any parcel or within any Building Area until after the proper recording of an amendment executed by the parties evidencing the final Boundaries for such parcel and Building Area.
- 3.3. Flex sites. The Grantor may designate at locations to be determined by Grantor (a) two (2) interior areas (the "**Interior Flex Sites**") to be used for developer enhancements, and (b) two (2) areas at the entry to the Property (the "**Entry Flex Sites**"). Collectively the Interior Flex Sites and the Entry Area Flex Sites are referred to as the "**Flex Sites**". The location of the Flex Sites is subject to the written approval of Grantee, which shall not be unreasonably withheld. A maximum of one water feature, which shall not exceed two (2) acres in size, may be constructed on the Flex Sites, as further described below.

- 3.3.1. Entry Area Flex Sites. The Entry Area Flex Sites shall not exceed two (2) acres in size each, except that the Grantor may also add to either of the Entry Area Flex Sites the size of permitted water features which shall not exceed an additional two (2) acres, for a total of four (4) acres maximum for an Entry Area Flex Site which contains a water feature. In the Entry Area Flex Sites at the two entry areas to the Property, Grantor may construct entry monumentation, security gate(s), entryway lights, fencing, signage and landscaping and other customary accoutrements, along with water features.
- 3.3.2. Interior Flex Sites. The two Interior Flex Sites each shall not exceed one-half (1/2) acre in size (except as provided in this subparagraph if a water feature is added), within which Grantor may construct or install visually attractive amenities and/or decorative objects. As an example, but not by way of limitation, such amenities might include all or a portion of an old stone or other historic structure (no such structure shall be used for any purpose other than as a decorative structure), a covered viewing area with fireplace and barbeque, water features and other similar items. Stone work, including along cut and fill areas adjacent to roads, and road signage are permitted and may be located in the Open Area and are not considered Flex Sites. Water features are permitted on not more than one of the Interior Flex Sites as follows: At the election of the Grantor one of the Interior Flex Sites may used for the one water feature permitted in all of the Flex Sites, in which event that Interior Flex Site shall not exceed two (2) acres in total.
- 3.3.3. Lighting, Construction. Only soft lighting shall be used in the Flex Sites and any lighting shall be shielded so that the light is cast downward. It is the intention of the parties that improvements blend with the natural environment and be in keeping with the western ranching character of the area. Improvements other than buildings, road signage, entryways or windmills shall be no greater than 10 feet in height. Buildings shall not exceed 20 feet in height, including the roof, chimney and all appurtenances. Within one of the Interior Flex Sites the Grantor may construct one (1) building not to exceed 700 square feet in size; otherwise, no building within the Flex Sites shall exceed 200 square feet in size. Any improvements in the Flex Sites shall be constructed of natural materials and shall blend in with the environment, and the western themed heritage of the area and shall not be of a modern or contemporary nature or character, and shall not include modern sculpture. Windmills shall be constructed of flat finished metal or flat finished painted metal so that they blend in with the natural setting and shall be no more than 35 feet high.

- 3.4. Subdivision. Each Residential Parcel may be owned and conveyed as a separate parcel. Any other partition, division, subdivision or *de facto* subdivision of title to

the Property, whether by physical or legal process, is prohibited. At all times the entire Property shall remain subject to the terms of this Easement.

3.5. Construction Within Building Areas.

3.5.1. Residential Parcel and Residential Building Area. Prior to any new construction in a Residential Building Area the Grantor shall provide the Grantee with copies of construction plans for the structures, for review by the Grantee to ensure compliance with the terms of this Easement and so Grantee can update its records.

3.5.2. Approvals. All structures shall be constructed in compliance with all applicable Douglas County regulations and all proper reviews and approvals shall be received.

3.6. Structures Permitted on Property.

3.6.1. Structures Permitted in the Residential Building Area. Within each Residential Building Area the Grantor may construct, maintain, repair, enlarge and/or replace one single-family house with attached garage, one guest house, and recreational structures such as an outdoor tennis court and a swimming pool. No barns, riding arenas or other agricultural structures are allowed, except that within each of the five (5) Residential Building Areas located on Residential Parcel Nos. 5, 9, 10 and Tract 2 which are shown on Exhibit B-1, Grantor may construct, maintain, repair and replace one barn which shall not exceed 1000 square feet in size, and which shall be used to house no more than four horses, and one corral of not more than 7500 square feet immediately adjacent to the barn.

3.6.2. Structures in Open Area. No buildings, structures or improvements shall be constructed in the Open Area, except as permitted in the Flex Sites, and except for the fences permitted herein.

3.6.3. Construction of Structures and Barns, including Improvements in Flex Areas. The exterior of any structures permitted hereunder (except the barns) shall be constructed of natural materials; no reflective metal roofs are allowed. If painted, the paint shall be non-reflective and shall be earth tone colors. The barns permitted hereunder shall be constructed of wood, or if approved by Grantee, wood-type materials, but in no event shall such barns be constructed of metal. The barns may be stained or painted a natural color or red, using only non-reflective paint.

3.7. Use of Pasture Areas. All Pasture Areas shall remain unimproved and in their natural state. The only permitted use of a Pasture Area is as a temporary exercise area for no more than 4 horses which are housed and fed within the adjacent Residential Building Area. If at any time the Grantee determines, in its sole

discretion, that any Pasture Area has been denuded or significantly overgrazed, then Grantee shall give the Grantor, and the user of the Pasture Area if known by Grantee, written notice to stop such overgrazing and properly reclaim the Pasture Area within 60 days of the notice. If after the 60-day period the Pasture Area overgrazing has not ceased and the Pasture Area has not been substantially reclaimed (unless weather conditions have prevented reclamation within such period), or if a satisfactory agreement has not been reached between the Grantor and the Grantee to prevent overgrazing and reclamation of the Pasture Area, as determined by Grantee in its sole discretion, the Grantee may notify Grantor, and the user of the Pasture Area if known by Grantee, that the right to separately fence and use such Pasture Area for grazing has been terminated, and thereafter the Pasture Area for such Residential Parcel shall be extinguished and no longer used for any use except such uses as are permitted in the Open Area of the Property and the area shall be promptly reseeded and reclaimed using native grasses. The Grantor and any governing owner's association shall adopt standards for the use of the Pasture Areas which shall be no less restrictive than the standards in this Easement, and shall have the power to enforce such standards after notice as contained in the Declaration of Covenants which shall encumber the Property and affect the conduct of all owners of the Property.

- 3.8. Utilities. Utilities for service of the permitted structures and uses on the Property may be constructed, repaired and maintained in areas where such utilities presently exist, in areas adjacent to then existing roads, and in the Building Areas and the Open Area, provided that all new utility lines shall be placed underground but fire hydrants and reasonably screened water storage tanks for fire protection purposes, as required by fire officials, may be placed in the Open Area above ground. Grantor may grant all necessary or appropriate easements relating to the foregoing.
- 3.9. Fences. Grantor may construct, repair or replace fences on the boundaries of the Property, and on the boundaries of and within the Building Areas. The Grantor may also fence along the northerly and westerly sides of the main access road as shown on Exhibit B-2, to create a single large pasture area to the north and west of the main access road. The boundaries of the Residential Parcels shall not be separately fenced. In the Open Area of the Property, Grantor may construct agricultural fences only in accordance with this Easement and/or the Grazing Plan, described herein. In the Open Area, fencing shall be only unpainted wood, split-rail, wire strand, barbed wire, plastic strand, round rail, iron, high tensile fencing, or three-rail plastic fencing. Column stone fencing in place of fence posts, not to exceed five feet in height, is permitted. Fencing, except within the Building Areas, shall be constructed in such a manner as to permit the migration of wildlife across the Property (except that this obligation shall not be construed to require any breaks in the fences) and shall be consistent with standards approved by the State of Colorado, Department of Natural Resources, Division of Wildlife. All fencing shall be in accordance with applicable Douglas County regulations. No

white fencing is permitted anywhere on the Property.

4. Uses. The Property shall be used only for agricultural, single-family residential, and equestrian use and accessory uses, or the other uses permitted herein. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited, provided that any activity on or use of the Property expressly allowed or authorized in this Easement shall be deemed consistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities and uses are permitted or prohibited as expressly provided below:

- 4.1. Conservation Practices; Grazing. Grantor recognizes the importance of good resource management and stewardship to present and future generations. In keeping with this, grazing of animals is permitted as provided herein, provided that the range is maintained in good condition, the Conservation Values of the Property are protected and the grazing is conducted in accordance with a grazing plan (the "**Grazing Plan**") that will be developed cooperatively by the Grantor, the Grantee, and the Natural Resources Conservation Service ("**NRCS**") (or similar agency), prior to the date of granting of this Easement. The Grazing Plan shall address grazing levels and maintenance of the range in good condition in the Open Area, limitations on fencing in the Open Area, and control of weeds on the Property. It is anticipated that the Ranch Area of the Property will be utilized as a single agricultural parcel and that interior fencing will be kept to a minimum. The Grantor and the Grantee shall review the Grazing Plan on an annual basis as a part of the annual Property monitoring by the Grantee, and such Grazing Plan may be amended within the allowed uses of this Easement. Any amendment must be mutually agreed upon by the Grantor and the Grantee, and if these parties cannot mutually agree, a mutually agreed upon unbiased third party can be called upon to mediate the proposed changes to the Grazing Plan.
- 4.2. Other Buildings and Structures Prohibited. The construction or reconstruction of any building or other structure or improvement, except those permitted in this Easement, is prohibited.
- 4.3. Vegetation. Within the Building Areas the Grantor may plant gardens and non-invasive species of plants and trees, which may include non-native plants. The planting or introduction of any invasive species (such as Russian Olive and Tamarisk, or plants listed on the State of Colorado noxious weed list prepared by the Colorado Department of Agriculture) is prohibited anywhere on the Property. Grantor may plant or relocate native vegetation, such as cottonwoods, aspen, ponderosa pine, oak, willows and Douglas fir. Hay or forage crops may be grown on the Property, provided however, that no tillage or cultivation is allowed on the Property.
- 4.4. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent bodily injury and property damage.

Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the Property is prohibited. No tree farms are permitted on the Property.

- 4.5. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance, whether by surface or subsurface means, is prohibited, subject to any rights contained in the instruments recorded January 18, 1915 in Book 46 at Page 35, and November 23, 1970 in Book 212 at Page 40. However, this prohibition does not preclude moving of earth for the other uses permitted herein, nor removal of loose rocks for decorative use in the permitted structures on the Property, nor the removal of earth from one location on the Property to another location on the Property, provided that the Grantor shall promptly re-grade and re-seed the disturbed area with natural grasses approved by Grantee, and thereafter maintain the re-seeded area.
- 4.6. Paving and Road and Trail Construction.
- 4.6.1. New Roads and Trails. No new roads (including two-track ranch roads) shall be created or constructed on the Property without the advance written permission of Grantee, which permission Grantee may withhold if Grantee reasonably determines that the proposed road will substantially diminish or impair the Conservation Values of the Property except that roads and trails for lot development shall be permitted for ingress, egress, construction, development, redevelopment and maintenance of (a) improvements on the Residential Parcels, (b) water and water wells now and/or hereafter located in the Open Area, subject to the terms of Paragraph 4.8, pertaining to Water Rights, herein, and (c) to one Flex Site. No new trails shall be created or constructed on the Property without the advance written permission of the Grantee which Grantee may withhold in its discretion. However, unpaved trails and fencing along such trails are permitted (a) in the location shown on the attached Exhibit B-2, and (b) to extend across the Open Area to the southern boundary of the Property in a location agreed upon by Grantor and the County, in order to provide access by owners of Residential Parcels and their guests, to the trail to the summit of Spruce Mountain located on the adjoining property to the south, on such terms as are provided in such agreement.
- 4.6.2. Paving. Grantor may locate access roads and driveways on the Property, as required by Douglas County for approval of the structures permitted herein. The main access roads and driveways may be paved, or otherwise covered with concrete, asphalt or other paving material. No other portion of the Property (except limited areas adjacent to the permitted structures within the Building Areas, and adjacent to the permitted structures described herein, below, which covering the Grantor may maintain, repair and replace) shall be paved or otherwise covered with concrete, asphalt, or

any other paving material except gravel, caliche and/or rock.

4.7. Trash; Storage of Vehicles. The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited. The outside storage of abandoned or inoperative vehicles is prohibited. The outside storage of trucks, motor homes, and vehicles larger than commercial automobiles (other than horse trailers, farm or other equipment used in connection with the operation or maintenance of the Property), for extended periods of time is prohibited. Vehicles shall be stored only as permitted herein, and only within the Building Areas.

4.8. Water Rights.

4.8.1. Protected Water: The following water associated with the Property is referred to as the “**Protected Water**” and is considered a part of the Property for the purposes of this Easement: (i) all surface water or water rights; (ii) all tributary water or water rights; (iii) all water from the Dawson aquifer, the undifferentiated Dawson aquifer, and the Lower Dawson aquifer, regardless of how such water may be characterized; and (iv) water and water rights from the Denver aquifer in such amounts as may be necessary to comply with the augmentation requirements set forth in Water Case No. 90CW179, subject to revision of that decree described below.

Grantor shall not separate the Protected Water from title to the Property itself by transfer, encumbrance, lease, sale or otherwise, except as may be necessary to provide water to seven (7) home sites on the Residential Parcels and Residential Building Areas associated therewith. Grantor shall permit development and use of the Protected Water only for continued beneficial use on the Property and shall not develop the Protected Water for export off of the Property. Grantor shall not expand existing irrigation to new areas on the Property without Grantee’s consent. Grantor agrees to apply the Protected Water identified in (i) and (ii) above, solely and continually to beneficial use on the Property to the full extent allowed, so as to avoid any claim of abandonment. Grantor may use the Protected Water on the Property for any of the permitted ranching, residential, or other uses allowed under the terms of this Easement, and under Water Decrees Nos. 86CW056 and 86CW057, District Court, Water Division No. 1, Colorado, and the Augmentation Plan as set forth in Water Case No. 90CW179, District Court Water Division No. 1, Colorado, which Grantor may amend, vacate or replace from time to time upon thirty (30) days’ prior written notice to Grantee, provided that Grantor may make any use of the Dawson aquifer water on the Property consistent with and subject to the terms of this Easement, which uses may include, but are not limited to, limited residential use, limited agricultural uses such as irrigation or stock watering ponds, and limited uses in Flex Sites, such as

for ponds or water features. To the extent that Case No. 86CW57 and/or 90CW179 are amended or vacated so that water from the Denver aquifer is no longer dedicated to use under such decrees, that Denver aquifer water shall become Severable Water. Grantee's participation in any case filed by Grantor pursuant hereto shall be limited to insuring continued compliance with the requirements under this Easement. Under no circumstances shall the Dawson aquifer water become Severable Water or used as augmentation water under any augmentation plan for use off of the Property.

- 4.8.2. Severable Water: The water rights associated with the Property that are not a part of the Protected Water are referred to as the "**Severable Water**". As of the date of recording of this instrument the Severable Water is owned by Spruce Mountain Land and Cattle, LLC, an Illinois Limited liability company (except that Grantor is the owner of a portion of the Severable Water Rights that Grantor acquired pursuant to the Special Warranty Deed recorded on June 6, 2007 as Reception No. 2007045375 of the records of Douglas County). Grantor and Spruce Mountain Land and Cattle, LLC, an Illinois Limited liability company, and the successors and assigns of each, are collectively referred to as the "**Severable Water Owner**". The Severable Water is that portion of the ground water from the Denver aquifer not reserved as augmentation water in Water Case No. 90CW179 and all ground water from the Arapahoe and Laramie Fox-Hills aquifer groundwater associated with the Property, and was adjudicated in Water Case No. 86CW056, District Court, Water Division No. 1, Colorado, and is subject to the Augmentation Plan as set forth in Water Case No. 90CW179, District Court, Water Division No. 1, Colorado. The Severable Water Owner shall retain the rights regarding the Severable Water as established by law and by Water Cases Nos. 86CW056 and 90CW179, subject to revision of that case described above; and the Severable Water Owner may use said Severable Water for any lawful purpose on or off of the Property. Severable Water Owner shall have the right to combine ownership of the Severable Water with ownership of the Property, or to keep the Severable Water severed from ownership of the Property and move its place of use to any location off the Property. The Severable Water Owner shall have the right to use and hereby reserves unto Severable Water Owner, its successors and assigns, the right to use any and all well sites associated with the Severable Water as established by the Water Cases Nos. 86CW056 and 90CW179 as they may be amended from time to time and any new, relocated, additional or supplemental well sites as allowed by the law and said Water Cases. Further, Severable Water Owner reserves unto the Severable Water Owner, its successors and assigns, the necessary easements and rights of way for access and development of well sites designated in Water Cases Nos. 86CW056 and 90CW179 or to access and develop any new,

relocated, additional or supplemental well sites as may be designated for use by the Severable Water Owner under the law and said Water Cases and the **Amended Agreement to Grant Easements** dated effective June, 1, 2007 and recorded on August _____, 2007 as Reception No. _____ of the records of the Douglas County, Colorado, Clerk and Recorder.

- 4.8.3. Water Rights Restrictions. Use and development of the Severable Water by the Severable Water Owner and by its successors and assigns shall not occur on the adjoining 420-acre Spruce Mountain Parcel, described on the attached **Exhibit A** (except in the area as permitted under the Well Easement Agreement recorded on January 23, 2003 at Reception No. 2003009370 of the records of the Douglas County, Colorado, Clerk and Recorder) and are subject to the “**Water Rights Restrictions**” described in this paragraph. Severable Water Owner retains the right to transfer, sell, encumber, lease or otherwise sever all Severable Water from title to the Property itself; subject however, to any State of Colorado rules and regulations in effect at the time of the use, and subject to the following **Water Rights Restrictions**: (1) water storage facilities and water tanks, electrical transmission and distribution lines, and water pipelines, shall be placed underground; (2) wellheads, pumping equipment, transfer facilities, controls and control panels, pipeline breathers, electrical power transformers and associated power panels, shall either be placed underground (which may include a raised or bermed area that permits drainage by gravity flow from any underground vault) or reasonably screened or concealed from view by the use of existing topography, existing native vegetation, newly planted but native vegetation, and use of natural tone coloring; (3) except as reasonably increased due to technological changes, wellheads shall not exceed three feet in height above grade level, pipeline breathers shall not exceed four feet above grade level, and electrical transformers and associated power panels shall not exceed six feet above grade level; (4) drilling equipment may be located above ground without concealment or screening, provided that such equipment shall be promptly removed after drilling is completed, which ordinarily would be not more than 60 days after drilling is commenced, and such equipment shall not become permanent; (5) travel for the purpose of water development shall be restricted to existing roads to the extent such roads provide direct access to the water facilities; (6) any new well access roads shall be unpaved and should avoid ridge tops and other highly visible areas if possible, unless economic cost differential between the proposed location and an alternative which minimized the effects on the Conservation Values of the Property described in this Easement outweighs the potential degradation of the Conservation Values associated with the proposed location; (7) new facilities, including new roads, pipelines and utilities, shall not be located in riparian and wetlands

areas, except such roads, pipelines and utilities may cross wetlands or riparian areas at approximately ninety degree angles (and except that Severable Water Owner may put Severable Water into Cook Creek for the purpose of transporting it off of the Property); (8) areas of surface disturbance, including temporary roads, such as those associated with drilling, shall be mitigated by promptly restoring soils to the original contours and replanting and re-establishing native vegetation, after consultation with Grantee; (9) any facilities or equipment located above grade shall promptly be removed or cut off to grade once such facilities or equipment are permanently taken out of service and no longer needed; and (10) to the extent feasible without impairing the practical ability to withdraw all of the Severable Water, wellheads shall be located so as to not take away from the overall viewing experience by passengers in automobiles traveling at normal rates of speed by an unbiased independent third party from Interstate 25 Highway, Spruce Mountain Road, Noe Road or County Road 105 (Perry Park Road). Vegetation may be used to reasonably screen or conceal such wellheads from said highway and roads.

4.8.4. Execution by Severable Water Owner. Severable Water Owner has executed this instrument for the purpose of acknowledging and agreeing that the Severable Water Owner, its successors in interest and assigns, and the Severable Water, are subject to and bound by:

4.8.4.1. the provisions and restrictions of this Easement which pertain to the Severable Water Owner, its successors in interest and assigns, and to the Severable Water; and

4.8.4.2. any future amendments, revisions, modifications or restatements of this Easement (a “**CE Amendment**”), which pertain to Severable Water Owner, its successors in interest and assigns, or to the Severable Water, all of which shall be binding upon and enforceable against Severable Water Owner, its successors in interest and assigns, and against the Severable Water, without such CE Amendment being approved by or on behalf of the Severable Water Owner, and without such CE Amendment being executed by or on behalf of Severable Water Owner, its successors in interest and assigns, provided that no provisions of such CE Amendment which are less favorable to Severable Water Owner, its successors in interest and assigns, shall be enforceable by Grantee, unless such provision has been approved by the Severable Water Owner, as evidenced by its execution of such CE Amendment.

4.8.4.3. Notwithstanding anything to the contrary herein, the execution of this instrument by the Severable Water Owner shall not diminish or increase the rights of the Severable Water Owner under the

Original Conservation Easement, and such rights shall not be diminished or increased without a CE Amendment that is executed by the Severable Water Owner, the Grantor and the Grantee.

- 4.9. No Access to Other Properties; Use of Access; Granting of Easements. Grantor shall not grant or permit access across or parking on the Property to or for the benefit of any other property without the prior written approval of Grantee. Notwithstanding anything herein to the contrary, Grantor may grant easements onto the Property for the location of utilities for use on the Property, as provided herein.
- 4.10. No Transfer of Development Rights. Subject to the terms and provisions of this Easement, Grantor hereby grants to Grantee all development rights to the Property, including any rights accruing under or associated with the Rural Site Plan for 85 sites submitted to Douglas County on October 20, 2001 (the “**Site Plan**”) to the extent that portion of the Site Plan pertains to this Property, the right to grant any access across the Property for the use of any property other than this Property, except for the particular development rights specifically reserved herein, for the limited purpose of ensuring that such rights are forever terminated and extinguished and may not be used on or transferred off of the Property by Grantor or Grantee or any other party to any other property, adjacent or otherwise, or used as a credit for density of development anywhere, by Grantor, Grantee, or any other party. Grantor specifically grants to Grantee any right Grantor has to grant access across its property to or for the benefit of any other Property, for the limited purpose of ensuring that this right is forever terminated and extinguished. Grantee acknowledges that it may not exercise such rights for the benefit of any property other than the Property.
- 4.11. Recreation; Motorized Vehicles. The Property may be used for passive recreational uses such as horseback riding, hiking, cross-country skiing, fishing and hunting in accordance with applicable laws and regulations. Except as otherwise set forth in this Easement, golf courses, aircraft landing facilities, and other intensive or commercial recreational uses of the Property are prohibited. Motorized vehicles may be used (i) on any roads, driveways, access areas and access easements on the Property, regardless of whether such roads, driveways, access areas and access easements are located in the Building Areas or in the Open Area, and (ii) on any portion of the Open Area that is not in use as a road, driveway, access area or access easement only for agricultural and property management (but not for recreational uses). No snowmobiles, all-terrain vehicles or other off-road vehicles shall be used for recreational purposes on the Property.
- 4.12. Wildlife Habitat. With the prior written approval of the Grantee, which will not be unreasonably withheld, Grantor may make changes to the Property to maintain, improve or enhance wildlife habitat on the Property.
- 4.13. Leases. Grantor agrees not to enter into any lease or other agreement for all or a portion of the Property, unless such lease or other agreement includes reference to

this Easement, and unless such lessee or other party agrees in writing to comply with the terms of this Easement. Nonetheless, the Grantor shall remain liable for compliance with all of the terms and conditions of this Easement.

- 4.14. Sales and Marketing. So long as Grantor or Grantor's assigns are actively marketing the first sale of any Residential Parcel after the recording of this Easement, Grantor and Grantor's assigns shall be permitted to post and maintain on the Open Area and the Entry Area Flex Sites signs, sales displays and one or more mobile sales trailers, and to conduct general sales, development, and construction activities to promote the initial sale of the Residential Parcels to the general public or to persons intending to buy such Residential Parcels for their own use. All such activities shall be conducted in accordance with all applicable laws and regulations.
5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.
6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Unless otherwise provided herein, Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement and preservation of the Conservation Values of the Property. If Grantee fails or declines to notify Grantor of any denial of Grantor's request for approval within the thirty-day period provided above, Grantee will be deemed conclusively to have approved Grantor's request.
7. Enforcement. Subject to Grantee's obligations described in paragraph 6, above, Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Deed. In the case of a reasonable belief that a violation of this Easement may have occurred, and upon not less than 24 hours' prior written notice (which does not have to be given by certified mail), Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or

impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity which could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

8. Costs of Enforcement. If a violation by Grantor is determined to have occurred, any reasonable costs incurred by the Grantee in enforcing the terms of this Easement against Grantor, including without limitation any reasonable costs of suit and attorneys' fees, and any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, or if it is otherwise determined that Grantor has not violated the terms of this Easement, Grantor's reasonable costs incurred as a result of the Grantee's enforcement actions, including, without limitation, any reasonable costs of Grantor's suit or defense, and attorneys' fees, shall be borne by the Grantee, jointly and severally.
9. Grantee's Discretion. Subject to Grantee's obligations described in Paragraph 6, above, enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
10. Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, laches or prescription, subject to Grantee's obligations described in Paragraph 6, above. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time and Grantor hereby waives any defense available to Grantor pursuant to C.R.S. Section 38-41-119.
11. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property, as evidenced in the Baseline Documentation, resulting from causes beyond Grantor's control, including, without limitation, acts of God, fire, flood, storm, wind and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
12. No Public Access Required or Created. Notwithstanding anything herein to the contrary, no right of access by the general public to any portion of the Property is conveyed by this Easement. The Grantee has no right to grant any access to the Property or easements or licenses on the Property by virtue of this Easement. Grantor may permit public access onto the Property for outdoor, environmental, agricultural, historic and other educational

purposes, for nature appreciation, for viewing of historic structures, or for such other purposes consistent with the terms of this Easement, and on such terms and conditions as the Grantor deems appropriate.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any mechanics' liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor which may have priority over the terms of this Easement.
14. Taxes. Grantor shall pay before delinquency all undisputed taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized, but in no event obligated to make or advance any payment of taxes, upon thirty (30) days' prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate.
15. Responsibility for Actions.
 - 15.1. Grantor, for itself and its successors and assigns, shall hold harmless and indemnify Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively the "**Grantee Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property by Grantor, its successors and assigns, except to the extent due to the negligence or willful misconduct of any of the Grantee Indemnified Parties; (2) the failure by the Grantor to perform the Grantor's obligations hereunder; and (3) the presence or release of hazardous or toxic substances on, under or about the Property, by Grantor, its successors and assigns, unless introduced onto the Property by one or more of the Grantee Indemnified Parties. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.
 - 15.2. Grantee shall be responsible for: (1) the negligent actions of its officials, employees, and agents in the performance or failure to perform their obligations pursuant to this Easement; and (2) injury to or the death of any person, or physical damage to any property, proximately caused by any intentional or negligent act or omission of Grantee, its officials, employees, or agents related to or concerning the Property. As to the County, such liability shall not exceed an amount equal to any limits set forth in the Colorado Governmental Immunity Act now existing or

as may hereafter be amended, nor confer any rights or benefits on any person or activity not a party to this Agreement. The County does not waive or intend to waive the limitations on liability which are provided to the County under the Colorado Governmental Immunity Act; Section 24-10-101 *et seq.*, C.R.S. In assuming responsibility under this paragraph, the Grantee in no way assumes responsibility for the intentional or negligent acts or omissions of Grantor, its officers, employees or agents.

16. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the fair market value of the Easement at the time of this grant to the fair market value of the Property, without deduction for the value of the Easement, at the time of this grant (“**Grantee’s Proceeds**”). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. To the extent Grantee’s Proceeds exceed the purchase price for the Easement, the Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Easement.
17. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with the “Proceeds” paragraph, herein. In the event of condemnation or termination, the County shall be entitled to receive 100% of the Grantee’s Proceeds of condemnation or sale of the Property.
18. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in the amount of Grantee’s Proceeds.
19. Assignment. This Easement is transferable, but Grantee may assign its rights, with notice to Grantor, and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and (b) authorized to acquire and hold conservation easements under Colorado law. If assignment is made to an organization other than one of the co-Grantees, then such assignment will be subject to the receipt of the advance written approval of Grantor, which approval shall not be unreasonably withheld. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

20. Subsequent Transfers; Subordination of Mortgages. Grantor agrees to incorporate the terms of this Easement by reference into any deed or other legal instrument by which it divest itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least fifteen (15) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way, nor shall it invalidate any such transfer. The Grantor covenants and represents that at the time of granting of this Easement any mortgage or deed of trust is and shall be subordinate to the terms of this Easement. No provisions of this Easement shall be construed as impairing the ability of Grantor to encumber the Property with Covenants which are subordinate to the terms of this Easement and/or to use the Property as collateral for subsequent borrowing from time to time, provided that any Covenants, mortgage or lien arising from such a borrowing shall be subordinated to this Easement.
21. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, sent by facsimile with a confirmation of the sending of the facsimile and a copy sent by regular mail, or sent by overnight courier or by certified mail, return receipt requested, addressed as follows:

To Grantor: at the address shown above

To Grantee:

At the addresses shown above and to:

Board of County Commissioners County of Douglas
Director of Open Space and Natural Resources
100 Third Street
Castle Rock, CO 80104
Facsimile: 303-663-2064

With a copy to:

Douglas County Attorney
100 Third Street
Castle Rock, CO 80104
Facsimile: 303-688-6596

and to:

The Conservation Fund
1942 Broadway, Suite 323

Boulder, CO 80302
Attention: Ms. Sydney Macy
Facsimile: 303-938-3763

or to such other address or facsimile number as either party from time to time shall designate by written notice to the other.

22. Recordation. Grantee shall record this instrument in timely fashion in the official records of Douglas County, and may re-record it at any time as may be required to preserve its rights in this Easement.
23. General Provisions.
 - 23.1. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.
 - 23.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. Section 38-30.5-101 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - 23.3. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
 - 23.4. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
 - 23.5. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
 - 23.6. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
 - 23.7. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
 - 23.8. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect

upon construction or interpretation.\

- 23.9. Warranties of Title. Grantor warrants that it has good and sufficient title to the Property, that it has good right, full power and lawful authority to grant and convey this Easement subject only to those Permitted Exceptions described on the attached Exhibit D-1, that any mortgages or liens on the Property are and shall remain subordinate to the terms of this Easement and that the Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever which are not subordinate to the terms of this Easement, and, subject to the Permitted Exceptions, Grantor hereby promises to warrant and forever defend the title to this Easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. Notwithstanding the foregoing, Grantor does not warrant that fences are located on the boundary of the Property. The parties intend that this Easement encumber the Property, including any and all soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance of any type or character on or thereunder, and the Protected Water Rights described herein, now owned or later acquired.
- 23.10. Non-Merger. Unless the parties expressly state in writing that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement. The parties specifically state that no merger of this Easement into the title of the Property is intended when The Conservation Fund acquires the Property, even though The Conservation Fund was previously a holder of the Original Easement.
24. Amendment. If circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall permit the partition, division, subdivision, or *de facto* subdivision of the Property, other than expressly permitted in this Easement, nor permit any additional residential building areas on the Property, other than expressly permitted in this Easement, nor permit any commercial or industrial uses which are not otherwise permitted herein, nor shall any amendment be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the Conservation Values of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by the Grantor and the Grantee, and recorded in the records of the Clerk and Recorder of Douglas County, Colorado.
25. No Third Party Beneficiary. This Easement is entered into by and between the Grantor and the Grantee, and except as provided herein, is solely for the benefit of the Grantor for the period of time that it is an owner of all or a portion of the Property, and the Grantee, and their respective successors in interest and assigns and does not create rights or responsibilities in any third parties.
26. Grantor's Warranties. Grantor represents and warrants that to the best of Grantor's actual

knowledge but without any investigation:

- 26.1. No substance defined, listed, or otherwise classified pursuant to any federal, state or local law or regulation as hazardous, toxic or polluting has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, from or across the Property.
 - 26.2. There are no underground storage tanks located on the Property and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state and local laws and regulations.
 - 26.3. Grantor and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.
 - 26.4. There is no pending or threatened litigation or investigations in any way affecting, involving, or relating to the Property; nor have any notices, claims, demands or orders been received, arising out of any violation or alleged violation of, or failure to comply with any federal, state or local law or regulations applicable to the Property and its use.
27. Liability for Period of Ownership Only. The parties shall be liable only for acts or omissions arising while owners of their respective interests in the Property. After conveyance of their respective interests in the Property, each party shall have no further rights, and shall be relieved from any further liability hereunder, arising from and after the date of such transfer.
28. Annual Appropriations. The financial obligations of Grantee shall extend only to monies duly and lawfully appropriated and budgeted by Grantee and encumbered for the purpose of this Easement, pursuant to C.R.S. Sec 29-1-110 as amended.

TO HAVE AND TO HOLD unto Grantee, its successors and permitted assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

GRANTOR AND OWNER OF A PORTION OF THE SEVERABLE WATER RIGHTS:

EAGLE MOUNTAIN PRESERVE, LLC
a Colorado limited liability company

By: [Signature]

Date: 8.1.07

Title: [Signature]

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 1st day of August, 2007,
by Rex Weiner as Manager of Eagle Mountain
Preserve, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

(SEAL)

[Signature]
Notary Public

MICHELLE CAPRA
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires July 26, 2010

OWNER OF SEVERABLE WATER RIGHTS:

SPRUCE MOUNTAIN LAND AND CATTLE, LLC
an Illinois limited liability company

By: Randal L Olson

Date: 8/2/07

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2ND day of AUGUST
2007, by RANDAL L OLSON as MANAGER of Spruce Mountain
Land and Cattle, LLC, an Illinois limited liability company.

WITNESS my hand and official seal.

My commission expires: 26 NOV 2009

(SEAL)



Norman K. Solomon
Notary Public

GRANTEE:

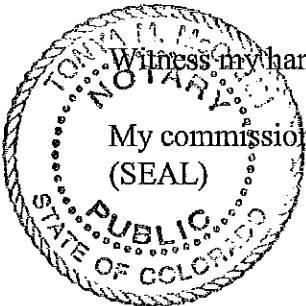
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, STATE OF COLORADO

By *Doug DeBord*

Title *County Administrator*

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this *31st* day of *July*,
2007, by *Doug DeBord*, as *County Administrator* of the Board of County
Commissioners of the County of Douglas, State of Colorado, Grantee.



Witness my hand and official seal.

My commission expires: *Oct. 12, 2007*

Tom McElara
Notary Public

GRANTEE OF ORIGINAL EASEMENT:

THE CONSERVATION FUND,
a Maryland non-profit corporation

by: Sydney S. Macy
title: Vice President

_____)
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 3RD day of ~~January~~ ^{AUGUST}, 2007, by SYDNEY S. MACY, as SR. VICE-PRESIDENT of THE CONSERVATION FUND, a Maryland non-profit corporation, Grantee.

Witness my hand and official seal.

My commission expires: 6-18-2009
(SEAL)

Maria Vitek
Notary Public



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 21, 2002
Job No. 99-1308
Page 1 of 2 pages
Rev: December 26, 2002

PROPERTY DESCRIPTION: TRACT 1 (420.00 ACRES)

A tract of land situated in Sections 15, 21, 22, 28 and 29, Township 10 South, Range 67, West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows;

Beginning at the Northeast corner of Section 28 and considering the East line of the North ½ of the North ½ of Section 28 to bear S 00°12'31"E with all bearings contained herein relative thereto;

Thence S 00°12'31"E a distance of 1311.87 feet to the Southeast corner of said North ½ of the North ½;

Thence S 89°57'39"W along the South line of said North ½ of the North ½ a distance of 2515.35 feet;

Thence S 69°15'35"W a distance of 370.00 feet;

Thence S 80°30'00"W a distance of 713.00 feet;

Thence N 26°50'00"W a distance of 158.00 feet;

Thence N 00°45'00"W a distance of 107.00 feet to the South line of the North ½ of the North ½ of Section 28;

Thence S 89°57'47"W along said South line a distance of 1705.15 feet;

Thence along the boundary of Spruce Mountain Estates Unit 2, for the next 8 (eight) courses;

1. Thence N 00°18'36"W a distance of 428.00 feet;
2. Thence S 89°41'24"W a distance of 761.97 feet;
3. Thence S 00°18'36"E a distance of 428.00 feet;
4. Thence S 89°41'24"W a distance of 570.00 feet;
5. Thence S 00°02'00"W a distance of 660.00 feet;
6. Thence S 89°41'24"W a distance of 715.00 feet;
7. Thence N 00°01'40"E a distance of 420.00 feet;
8. Thence S 89°41'24"W a distance of 605.00 feet to the East Right of Way line of County Road 105;

Thence N 00°08'54"W along said East Right of Way line a distance of 157.05 feet;

Thence N 89°41'24"E a distance of 823.61 feet;

Thence N 62°12'56"E a distance of 1184.45 feet;

Thence N 89°41'24"E a distance of 1648.67 feet;

Thence N 01°00'47"E a distance of 224.61 feet;

Thence N 71°12'33"E a distance of 2049.71 feet;

Thence N 47°09'11"E a distance of 1515.52 feet;

Thence N 02°55'38"E a distance of 709.48 feet;



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 21, 2002
Job No. 99-1308
Page 2 of 2 pages
Rev: December 26, 2002

PROPERTY DESCRIPTION: TRACT 1 (420.00 ACRES) (Continued)

Thence N 75°47'24"E a distance of 1942.14 feet;
Thence N 00°02'55"W a distance of 3572.03 feet;
Thence S 89°39'06"W a distance of 857.07 feet;
Thence N 00°21'35"W a distance of 850.45 feet;
Thence N 43°34'05"E a distance of 1451.97 feet;
Thence S 88°56'31"E a distance of 608.53 feet to the East line of the West ½ of the Southwest ¼ of Section 15;
Thence S 00°29'11"E a distance of 2442.17 feet to the Southeast corner of the West ½ of the Southwest ¼ of Section 15;
Thence S 00°43'51"E a distance of 2635.47 feet to the Southeast corner of the West ½ of the Northwest ¼ of Section 22;
Thence S 00°43'50"E a distance of 2637.86 feet to the Southeast corner of West ½ of the Southwest ¼ of Section 22;
Thence N 89°51'16"W a distance of 1336.14 feet to the point of beginning;
Containing 420.00 acres more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * karcher@davidearcher.com

May 25, 2007
Job No. 99-1308
REV: May 29, 2007

PROPERTY DESCRIPTION: (NEW NORTH PARCEL) - REVISED

A tract of land situated in Section 16, 21 and 22, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of the West 1/2 of the Southwest 1/4 of Section 15 and considering the East line of said West 1/2 of the Southwest 1/4 to bear N 00°29'11"W with all bearings contained herein relative thereto;

Thence N 00°29'11"W along said East line a distance of 2442.17 feet;

Thence N 88°56'31"W a distance of 608.53 feet;

Thence S 43°34'05"W a distance of 1451.97 feet to the true point of beginning;

Thence S 00°21'35"E a distance of 2195.56 feet;

Thence S 31°41'02"E a distance of 653.28 feet;

Thence S 00°19'10"E a distance of 753.52 feet;

Thence S 50°28'45"W a distance of 821.59 feet;

Thence S 08°27'27"E a distance of 120.95 feet;

Thence S 89°45'49"W a distance of 2611.72 feet;

Thence N 00°15'15"W a distance of 2262.79 feet;

Thence S 89°45'49"W a distance 1195.36 feet;

Thence N 30°20'08"E a distance of 46.34 feet;

Thence N 00°05'01"E a distance of 3443.67 feet to the South Right of Way line of Noe Road;

Thence Easterly along said South Right of Way line for the next 6 (six) courses:

1. Thence N 88°31'31"E a distance of 142.47 feet;

2. Thence S 85°43'37"E a distance of 888.77 feet;

3. Thence S 80°09'04"E a distance of 119.26 feet;

4. Thence S 68°23'15"E a distance of 173.42 feet;

5. Thence S 61°53'53"E a distance of 394.84 feet;

6. Thence S 89°25'21"E a distance of 2380.21 feet;

Thence S 00°21'35"E a distance of 1226.56 feet to the point of beginning;

Containing 458.57 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.

EXHIBIT A-2

DESCRIPTION OF EAGLE MOUNTAIN SOUTH PARCEL

The Eagle Mountain South Parcel consists of the following three tracts which are described on the 3 attached pages:

1. "New South Parcel", 454.22 acres more or less;
2. "Tract 2", 40.00 acres, more or less; and
3. "Northeast Parcel", 18.01 acres more or less.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * karcher@davidearcher.com

May 25, 2007
Job No. 99-1308

PROPERTY DESCRIPTION: (NEW SOUTH PARCEL)

A tract of land situated in Sections 21, 28 and 29, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Section 21 and considering the West line of the Southwest 1/4 of Section 21 to bear N 00°38'07"W with all bearings contained herein relative thereto;

Thence N 00°38'07"W a distance of 2650.87 feet to the West 1/4 corner of Section 21;
Thence N 00°47'27"W along the West line of the Northwest 1/4 of Section 21 a distance of 1311.73 feet;

Thence N 59°59'42"E a distance of 327.32 feet;

Thence N 50°34'33"E a distance of 762.58 feet;

Thence N 30°20'08"E a distance of 187.20 feet;

Thence N 89°45'49"E a distance of 1195.36 feet;

Thence S 00°15'15"E a distance of 2262.79 feet;

Thence N 89°45'49"E a distance of 2611.72 feet;

Thence N 08°27'27"W a distance of 120.95 feet;

Thence N 50°28'45"E a distance of 821.59 feet;

Thence N 00°19'10"W a distance of 328.96 feet;

Thence S 89°56'58"E a distance of 505.11 feet;

Thence S 00°02'55"E a distance of 1240.84 feet;

Thence S 75°47'24"W a distance of 1942.14 feet;

Thence S 02°55'38"W a distance of 709.48 feet;

Thence S 47°09'11"W a distance of 1515.52 feet;

Thence S 71°12'33"W a distance of 2049.71 feet;

Thence S 01°00'47"W a distance of 224.61 feet;

Thence S 89°41'24"W a distance of 1648.67 feet;

Thence S 62°12'56"W a distance of 1184.45 feet;

Thence S 89°41'24"W a distance of 823.61 feet to the East Right of Way line of County Highway 105;

Thence N 00°08'54"W along said East Right of Way line a distance of 1400.83 feet to the North line of the Northeast 1/4 of Section 29;

Thence N 89°46'20"E along said North line a distance of 2641.32 feet to the point of beginning;

Containing 454.22, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 21, 2002
Job No. 99-1308

PROPERTY DESCRIPTION: TRACT 2 (40.00 ACRES)

A tract of land situated in Sections 15, 16, 21 and 22, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of the West ½ of the Northwest ¼ of Section 22 and considering the East line of said West ½ of the Northwest ¼ to bear N 00°43'51"W with all bearings contained herein relative thereto;

Thence N 42°53'40"W a distance of 1174.05 feet to the true point of beginning;

Thence N 89°56'58"W a distance of 505.11 feet;

Thence N 00°19'10"W a distance of 424.55 feet;

Thence N 31°41'02"W a distance of 653.28 feet;

Thence N 00°21'35"W a distance of 1345.11 feet;

Thence N 89°39'06"E a distance of 857.07 feet;

Thence S 00°02'55"E a distance of 2331.19 feet to the point of beginning;

Containing 40.00 acres more or less.

TOGETHER WITH an access easement described as follows;

Beginning at the Northwest corner of Tract 2 (described above);

Thence S 00°21'35"E along the West line of Tract 2 a distance of 300.00 feet;

Thence S 89°38'25"W a distance of 60.00 feet;

Thence N 00°21'35"W a distance of 1174.65 feet;

Thence N 43°34'05"E a distance of 1476.17 feet to the South Right of Way line of Noe road;

Thence S 88°05'18"E along said South Right of Way line a distance of 7.04 feet;

Thence S 89°19'17"E along said Right of Way line a distance of 74.71 feet;

Thence S 43°34'05"W a distance of 1651.16 feet;

Thence S 00°21'35"E a distance of 850.45 feet to the point of beginning;

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * karcher@davidearcher.com

May 29, 2007
Job No. 99-1308

PROPERTY DESCRIPTION: (NORTHEAST PARCEL)

A tract of land situated in Sections 15 and 16, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of the West 1/2 of the Southwest 1/4 of Section 15 and considering the East line of said West 1/2 of the Southwest 1/4 to bear N 00°29'11"W with all bearings contained herein relative thereto;

Thence N 00°29'11"W along said East line a distance of 2442.17 feet to the true point of beginning;

Thence N 88°56'31"W a distance of 608.53 feet;

Thence S 43°34'05"W a distance of 1451.97 feet;

Thence N 00°21'35"W a distance of 1226.56 feet to the South Right of Way line of Noe Road;

Thence S 89°25'21"E along said South Right of Way line a distance of 278.56 feet;

Thence S 88°05'18"E along said South Right of Way line a distance of 794.15 feet;

Thence S 89°19'17"E along said South Right of Way line a distance of 544.61 feet to the East line of the West 1/2 of the Southwest 1/4 of Section 15;

Thence S 00°29'11"E a distance of 150.00 feet to the point of beginning;

Containing 18.01 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS
105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 25, 2002
Job No. 99-1308

PROPERTY DESCRIPTION: (BUILDING ENVELOPE - PARCEL 5)

A tract of land situated in Sections 21 and 22, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:
Commencing at the Southwest corner of Section 22 and considering the South line of the West ½ of the Southwest ¼ of Section 22 to bear S 89°51'16"E with all bearings contained herein relative thereto;

Thence N 08°06'35"W a distance of 2122.77 feet to the true point of beginning;

Thence N 17°20'02"W a distance of 592.57 feet;

Thence N 74°45'22"E a distance of 968.78 feet;

Thence S 00°23'21"W a distance of 629.50 feet;

Thence S 75°47'24"W a distance of 777.66 feet to the point of beginning;

Containing 12.02 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS
105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 25, 2002
Job No. 99-1308

PROPERTY DESCRIPTION: (BUILDING ENVELOPE - PARCEL 6)

A tract of land situated in Sections 21, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:
Commencing at the Southeast corner of Section 21 and considering the South line of the West ½ of the Southwest ¼ of Section 22, Township 10 South, Range 67 West to bear S 89°51'16"E with all bearings contained herein relative thereto;

Thence N 22°59'52"W a distance of 2135.82 feet to the point of beginning;

Thence S 75°47'24"W a distance of 678.95 feet;

Thence N 06°17'38"W a distance of 554.12 feet;

Thence N 85°53'33"E a distance of 501.31 feet;

Thence S 27°31'36"E a distance of 473.64 feet to the point of beginning;

Containing 6.78 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 25, 2002
Job No. 99-1308

PROPERTY DESCRIPTION: (BUILDING ENVELOPE -- PARCEL 7)

A tract of land situated in Sections 21, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of Section 21 and considering the South line of the West ½ of the Southwest ¼ of Section 22, Township 10 South, Range 67 West to bear S 89°51'16"E with all bearings contained herein relative thereto;

Thence N 70°37'06"W a distance of 2028.81 feet to the point of beginning;

Thence N 45°56'21"W a distance of 506.92 feet;

Thence N 46°07'24"E a distance of 622.40 feet;

Thence S 52°49'25"E a distance of 464.89 feet;

Thence S 02°55'38"W a distance of 85.31 feet;

Thence S 47°09'11"W a distance of 614.36 feet to the point of beginning;

Containing 7.64 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 25, 2002
Job No. 99-1308

PROPERTY DESCRIPTION: (BUILDING ENVELOPE – PARCEL 8)

A tract of land situated in Sections 21 and 28, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows: Commencing at the Southwest corner of Section 21 and considering the West line of the Southwest $\frac{1}{4}$ of Section 21 to bear N 00°38'07"W with all bearings contained herein relative thereto;

Thence N 72°15'42"E a distance of 2394.50 feet to the true point of beginning;

Thence N 68°06'07"E a distance of 474.24 feet;

Thence S 41°38'01"E a distance of 658.33 feet;

Thence S 47°09'11"W a distance of 487.41 feet;

Thence S 71°12'33"W a distance of 295.43;

Thence N 17°57'13"W a distance of 779.76 feet to the point of beginning;

Containing 10.65 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 25, 2002
Job No. 99-1308
REV: December 26, 2002

PROPERTY DESCRIPTION: (BUILDING ENVELOPE – PARCEL 9)

A tract of land situated in Sections 21 and 28, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of Section 21 and considering the West line of the Southwest $\frac{1}{4}$ of Section 21 to bear N 00°38'07"W with all bearings contained herein relative thereto;

Thence N 87°37'07"E a distance of 713.56 feet to the true point of beginning;

Thence N 75°39'29"E a distance of 705.16 feet;

Thence S 21°31'52"E a distance of 568.04 feet;

Thence S 71°12'33"W a distance of 929.61 feet;

Thence N 01°01'01"W a distance of 653.27 feet to the point of beginning;

Containing 11.20 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * darchsurv@aol.com

November 25, 2002
Job No. 99-1308

PROPERTY DESCRIPTION: (BUILDING ENVELOPE – PARCEL 10)

A tract of land situated in the Northeast $\frac{1}{4}$ of Section 29, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of Section 29 and considering the North line of the Northeast $\frac{1}{4}$ of Section 29 to bear S $89^{\circ}46'20''$ W with all bearings contained herein relative thereto;

Thence S $87^{\circ}11'37''$ W a distance of 1111.34 feet to the point of beginning;

Thence S $89^{\circ}46'20''$ E a distance of 577.52 feet;

Thence S $01^{\circ}14'05''$ E a distance of 615.17 feet;

Thence N $89^{\circ}48'56''$ W a distance of 459.31 feet;

Thence N $46^{\circ}44'09''$ E a distance of 160.10 feet;

Thence N $01^{\circ}19'01''$ W a distance of 506.25 feet to the point of beginning;

Containing 8.01 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.

EXHIBIT A-4

Page 7

Description of Tract 2 Residential Building Area

Commencing at the SE corner, W1/2 NW1/4, Section 22, T10S, R67W, 6th P.M.,
Douglas County Colorado;

Thence N35°14'40"W a distance of 1471.94 feet to the point of beginning;

Thence N00°02'55"E 749.90 feet;

Thence S89°57'05"W 571.51 feet;

Thence S00°41'25"E 392.66 feet;

Thence S31°41'02"E 304.93 feet;

Thence N89°57'05"E 406.72 feet to the point of beginning.

Containing 8.95 acres, more or less.



DAVID E. ARCHER
& ASSOCIATES, INC.
REGISTERED LAND SURVEYOR
105 WILCOX ST.
CASTLE ROCK, CO 80104
PHONE 688-4642

SCALE: 1"=1300'

DATE: 8-2-07

REVISIONS



EXHIBIT B-1

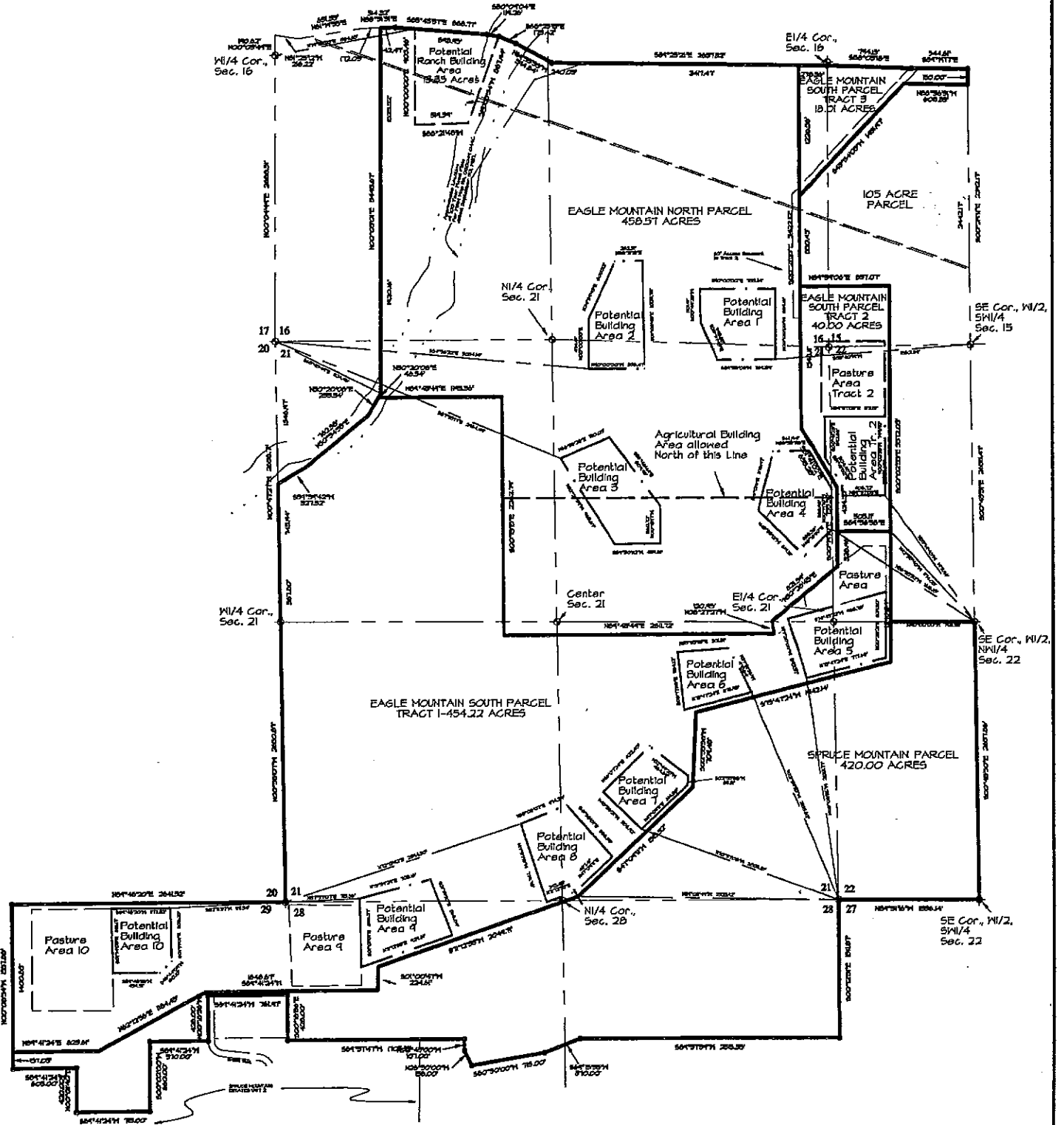


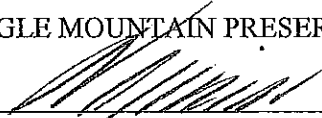
EXHIBIT C

Acknowledgment of Baseline Documentation Report

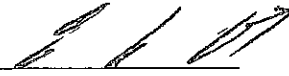
The undersigned, Eagle Mountain Preserve, L.L.C. (the "Grantor") and representatives of The Conservation Fund, a Maryland non-profit corporation and the Board of County Commissioners of the County of Douglas, State of Colorado, acknowledge that the "Eagle Mountain Property Baseline Documentation Report" dated December 2002 and executed January, 2003, continues to be an accurate representation of the biological and physical condition of the Eagle Mountain Property as of the date of conveyance of this Easement in August, 2007.

GRANTOR

EAGLE MOUNTAIN PRESERVE, L.L.C., a Colorado limited liability company



Name



(Date)

THE CONSERVATION FUND, a Maryland non-profit corporation (the GRANTEE)

by: Sydney L. Macy 8/1/07
its: Vicki Puskas (Date)

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (the GRANTEE)


by:  8/3/07
its: County Administration (Date)

Exhibit D-1 Permitted Exceptions to Title
(South CE)

1. Right of a proprietor of a vein or lode described in instrument recorded June 28, 1877 in Book H at Page 383.
2. Ditches, waterways, and headgates in connection with the Noe Reservoir as shown on the "plat of Noe Reservoir" filed January 16, 1914 in Big Book 1 at Page 22.
3. The effect of Cook Creek as shown in the "plat of Noe Reservoir" filed January 16, 1914 in Big Book 1 at Page 22.
4. Right of way easement as granted to American Telephone and Telegraph Company in instrument recorded March 2, 1964 in Book 155 at Page 374.
5. Right of way easement as granted to Intermountain Rural Electric Association in Instrument recorded February 16, 1988 in Book 776 at Page 446.
6. All rights to any and all minerals, ores and metals of every kind and character, and all coal, asphaltum, oil and other like substances in or under the property, and the right of ingress and egress for the purpose of mining, together with enough of the surface as may be necessary for the proper and convenient working of such minerals and substances as reserved in the patent recorded November 23, 1970 in Book 212 at Page 40, which minerals were conveyed by I. J. Noe to the State of Colorado by deed recorded June 11, 1926 in Book 78 at Page 78, and any and all assignments thereof or interests therein.
7. Right of way for Cook Creek Ditch and Hillside Ditch as shown by decree recorded April 7, 1890 in Book W at Page 500.
8. Rights of way for any and all county roads and highways including but not limited to that as shown in map and statement filed July 22, 1885 in Book 1 of Plats at Page 38 and filed April 6, 1880 in Book 1 at Page 4.
9. Right of way easement as granted to Intermountain Rural Electric Association in Instrument recorded February 16, 1988 in Book 776 at Page 444.
10. Ordinance No. 217 regarding disconnection of Spruce Mountain Ranch from Town of Larkspur recorded August 7, 1997 in Book 1454 at Page 134.
11. Terms, conditions and provisions of Agreement to rescind Annexation Agreement recorded September 18, 1997 in Book 1446 at Page 742.
12. Effect of Resolution No. PC 98-001 Amending Master Land Use Plan for Spruce Mountain Ranch. Recorded June 10, 1998 in Book 1559 at Page 2270.
13. Resolution R998-059 recorded May 15, 1998 in Book 1549 at Page 1780.
14. Terms, conditions, provisions, of Findings of Fact, Conclusions of Law, Ruling of the Referee, Judgment and Decree of the District Court recorded August 10, 2005 at Reception No. 2005075296.
15. Terms, conditions, provisions, burdens and obligations and easements as set forth and granted in Easement and Agreement recorded March 4, 2003 under Reception No. 2003028596.