

AGREEMENT TO GRANT EASEMENTS

THIS AGREEMENT is entered into effective the 1st day of June, 2007, between Eagle Mountain Preserve LLC, a Colorado limited liability company ("Buyer") and Spruce Mountain Land and Cattle LLC, an Illinois limited liability company ("Seller").

1. Buyer and Seller entered into a Contract to Buy and Sell Real Estate (Vacant Land - Farm - Ranch) (the "Contract") dated February 22, 2007, for the purchase and sale of approximately 930 acres of real property located in Douglas County, Colorado, commonly known as Spruce Mountain Ranch ("Spruce Mountain Ranch").

2. Contemporaneously with the execution of this Agreement, Buyer has purchased Spruce Mountain Ranch from Seller.

3. Spruce Mountain Ranch is subject to a conservation easement recorded on January 23, 2003 at Reception No. 2003009368 of Douglas County, Colorado records (the "Conservation Easement").

4. Pursuant to the terms of the Contract, as amended, Buyer retains the right under the Contract to purchase certain water rights known as the "Severable Water," as that term is defined in the Conservation Easement.

5. Subject to the terms and provisions of the Conservation Easement, in the event Buyer does not exercise Buyer's right to purchase the Severable Water, Buyer agrees to grant to Seller easements for an underground water pipeline and, if Seller is unable to drill enough wells within its easement on the County-owned land east of and adjacent to the Property to extract the maximum amount of the Severable Water that is practicable, for drilling additional wells on the Property. The pipeline and all drilling sites (1) shall be sited and designed (by appropriate berming and screening, for example) so as (A) to comply with the "Water Rights Restrictions" set forth in Section 4.8.3 of the Conservation Easement and (B) to minimize adverse visual and noise impacts on the Property, being especially sensitive to impacts on the building sites planned for the Property and (2) to the extent possible, shall be located adjacent to Noe Road or Cook Creek. The costs of preparing any such easement on the Property will be paid by Seller. Buyer agrees to negotiate the terms of such easement with Seller in good faith and without unreasonable delay, the parties agreeing that a period of thirty days after Buyer's receipt of Seller's request for and a copy of the proposed easement would not be unreasonable. In addition to the foregoing, Seller shall provide satisfactory evidence to Buyer before Buyer executes any such easement that its terms are acceptable to, and have been approved by, the holder of the Conservation Easement.

6. Buyer's obligation under Paragraph 5 above to grant easements affects that portion of Spruce Mountain Ranch legally described in Exhibit A attached and made a part hereof by this reference.

7. Any notices provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing same in the United States certified or registered mail, addressed to the party to be notified, postage prepaid and with return receipt requested; (ii) by overnight, third party prepaid courier service, requiring signed receipt; (iii) by delivering the same in person to such party; or (iv) by facsimile or electronic mail with delivery of an original copy of any such notice delivered pursuant to (ii) or (iii) above to be received no later than the next business day. Notice personally delivered or sent by courier service, facsimile or electronic mail shall be effective upon receipt. Any notice mailed in the foregoing manner shall be effective three (3) business days after its deposit in the United States mail. Any party may change its address for notice by notice to the other parties as provided above. For purposes of notice, the addresses of the parties shall be as follows:

To Buyer: 8480 East Orchard Road, #1100
Greenwood Village, Colorado 80111
(303) 779-7979 (telephone)
(303) 773-1664 (facsimile)
rexwy@comcast.net

With copies to: Andrew S. Klatskin, Esq.
Carpenter & Klatskin, P.C.
518 - 17th Street, #1500
Denver, Colorado 80202
(303) 534-6315 (telephone)
(303) 534-0514 (facsimile)
aklatskin@okdenver.com

To Seller: Randal Olson, Manager
P.O. Box 506
Pecatonica, Illinois 61063
(815) 262-1662
randalo@hughes.net

8. This Agreement is intended to survive the purchase of Spruce Mountain Ranch by Buyer, shall run with the land and with title to the Severable Water, and shall be binding upon, inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

9. Each party hereto shall from time to time execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

10. Buyer specifically agrees that Seller may assign its rights under this Agreement, without Buyer's consent, to the holder of a mortgage or deed of trust encumbering the Severable Water as additional collateral.

11. This Agreement shall be specifically enforceable against Buyer by Seller and by Seller's successors, assigns and successors in title, including the holder of a mortgage or deed of trust encumbering the Severable Water in the event of a foreclosure thereof.

12. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado.

13. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same contract.

14. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement .

SELLER:

Spruce Mountain Land and Cattle LLC,
an Illinois limited liability company

By: 
Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2007, by Randal Olson as Manager of Spruce Mountain Land and Cattle LLC, an Illinois limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public



BUYER:

Eagle Mountain Preserve LLC,
a Colorado limited liability company

By: [Signature]
Rex A. Weimer, Manager

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

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

Witness my hand and official seal.

My commission expires: 26 Nov 2009



[Signature]
Notary Public