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County of Jefferson State of C.
Recorded IN Book 39622-6 Page 1800-11A

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PROTECTIVE COVENANTS RESTRICTING THE USE
OF PROPERTY IN GREYSTONE ESTATES--SECOND FILING 2887 79
JEFFERSON COUNTY, COLORADO

I, the undersigned, William Roper Sandifer II, fee owner of the following described real property:

Greystone Estates--Second Filing, located in the SW 1/4 of Section 31, T4S, R71 W of the 6th P.M. and in the SE 1/4 of the SE 1/4 of Section 36, T4S, R72W of the 6th P.M., and in the NE 1/4 of the NE 1/4 of Section 1, T5S, R72W of the 6th P.M., Jefferson County, Colorado, and recorded in Plat Book No. 39 s. Page No. 51, Jefferson County Records.

hereby make the following declarations as to limitations, restrictions and uses to which the lots in said plat may be put, and hereby specify that said declarations shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon future owners in said subdivision; this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

1. LAND USE AND BUILDING TYPES:

A. Residential Use. All lots in this subdivision are residential lots and shall be used only for residential purposes. No structure or other improvement shall be erected, placed or permitted to remain on any lot other than one new, detached, single-family dwelling, for private use, not to exceed two stories in height, and a private garage or carport which shall be an integral part of the dwelling or shall be attached thereto by a breezeway and shall conform in design and exterior finish to the dwelling structure. Other outbuildings incidental to residential use of the premises, swimming pools and other recreational facilities shall be permitted only with the written approval of the Architectural Control Committee as herein provided, and shall not be located on the street side of the residence. Fences will be permitted only with written approval of the Architectural Control Committee as herein provided.

B. Dwelling Size. The main floor of the dwelling structure shall contain not less than 1400 square feet of fully enclosed living area; however, one-half of the square footage of a fully enclosed garage, which is an integral part of the dwelling and is horizontally adjacent to the main floor of the dwelling structure shall be considered in the minimum square footage for a dwelling provided garage doors are installed.

C. Completion of Construction. All exterior construction, altering, remodeling, or refinishing of any structure or improvement once begun must be pursued to completion with due diligence and must be completed within nine months after the issuance of the building permit for same. Once construction is completed the owner must maintain all structures and improvements in an attractive and serviceable condition.

D. Service yard. If necessary there shall be constructed with each dwelling a service yard fully enclosed by a solid type fence or wall of a design and finish similar to the exterior of the dwelling, which shall conceal from view all trash containers, incinerators, storage piles, etc., and any other objects or items being stored or hung out of doors; but in any event said fence or wall need not be more than eight feet in height. All laundry, clothes, bedding, drapes, rugs and fabrics necessary to be hung out of doors shall be hung in the service yard. The service yard shall be mandatory in the event that any of the foregoing are kept or hung out of doors.

E. Subdivisions. No lot shall be subdivided, conveyed or encumbered in any less than the full original dimensions as shown on the original plat of record. Not less than one entire lot as originally platted shall be used as a building site.

2. BUILDING LOCATION:

No building or part of any building shall be located on any lot nearer than fifty feet to any lot line. Where lots are combined for use as a single dwelling site the foregoing provision shall apply to only the exterior lines of the resulting dwelling site subject to the provisions of paragraph 12.

3. MOBILE HOMES, TEMPORARY OR INCOMPLETE STRUCTURES:

No mobile home, basement, garage, trailer, camper, truck, bus, tent or any temporary or incomplete structure shall be occupied or used as a residence either temporarily or permanently. All residences must be completed on the outside in accordance with the original plans and specifications including finishing, treating or painting of all exterior surfaces, where required, before occupancy. Any dwelling structure which does not meet the requirements of paragraph 1-8 hereof shall be considered an incomplete structure.

4. EXTERIOR DAMAGE TO BUILDING:

In the event of fire, windstorm or other damage, no building shall be permitted to stand with its exterior in a damaged or unsightly condition for longer than six (6) months.

5. SIGNS:

No signs or advertisements of any kind shall be displayed on any lot to the public view except as follows:

- (a). One sign of not more than one and one-half (1 1/2) square feet bearing the name of the occupant.
- (b). One sign of not more than five (5) square feet advertising the property for sale or rent.
- (c). Necessary street number or other identification number signs.
- (d). Signs used by a builder, developer or subdivider to advertise the property during the construction, development and sales period.

6. CLEANLINESS OF PREMISES:

All lots shall be at all times kept in a clean and sightly condition. No trash, rubbish, machinery, inoperable, unsightly or junk vehicles, building materials, appliances, etc., shall remain exposed to view on any lot. No part of any lot shall be used as a dumping ground for junk, trash, rubbish, garbage, etc. The Architectural Control Committee of its own motion, or the Committee's designee, may enter upon a lot to remove trash, rubbish, junk etc. and the cost of such removal shall be chargeable to the owners of the offending lot. Any such entry shall not be deemed a trespass.

7. VEHICLES AND BOATS:

No boats, snowmobiles, motorcycles, recreation vehicles, campers, trailers, mobile homes or vehicles of any type shall be stored on any lot unless stored within the service yard as provided in paragraph 1-D. No truck or commercial type vehicle whether the property of the owner or otherwise shall be parked on any lot unless in a garage except while engaged in construction or repairs or deliveries at the lot.

8. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that a reasonable number of bona fide domestic household pets, such as dogs or cats, may be kept provided they are not maintained for commercial purposes and do not make objectionable noises or become an annoyance or a nuisance of any sort to the neighborhood.

9. OIL AND MINING OPERATIONS:

No oil, gas or mineral drilling or mining operations of any kind shall be permitted upon any lot.

10. NUISANCES:

All lots shall be limited to residential use only and no noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to an adjoining neighbor or neighborhood. Radio and television antennas shall be constructed and placed so as neither to obstruct nor interfere with the main view of adjoining or other lot owners. In addition, the height of such antennae shall not constitute a physical hazard to any other lot owner and broadcasting equipment shall not be used in any manner so as to cause interference with the use of another's radio, television, telephone or other like equipment.

11. DISCHARGE OF FIREARMS:

No firearms, explosives, arrows, air rifles, BB guns, or similar devices shall be discharged on any lot.

12. EASEMENTS:

Easements for utilities and drainage are dedicated as shown on the recorded plat. Nothing shall be done which would impair the use or maintenance of any easements.

13. OPEN FIRES:

There shall be no open burning of trash, rubbish, grass, brush, tree limbs etc. Any such burning must be done in a safe, fully enclosed incinerator, with a wire mesh cover to prevent burning particles from escaping.

14. WATER AND SEWAGE:

All water supply and sewage disposal systems placed upon any lot shall comply with all local and state requirements for construction and operation. Each lot owner shall maintain his sewage disposal system in such a manner that it will adequately serve his premises and will not adversely affect any property beyond the lot lines. No part of any individual sewage disposal system shall be located nearer than twenty feet to any lot line. All residences shall connect to any public or community water supply or sewage disposal system which may hereafter be formed or created to serve this subdivision.

15. TANKS:

No elevated tanks of any kind shall be permitted upon any lot. All tanks for storage of gas, fuel oil, gasoline, etc., shall be buried or hidden from view by means of a solid type fence or wall of a design and finish similar to the exterior of the dwelling.

16. ARCHITECTURAL CONTROL:

(a). No structure, fence, wall or other improvement shall be erected, placed or altered on any lot until the construction plans, elevations, and specifications and a plot plan showing the location of the structure, fence, wall or other improvement, water well, and sewage disposal system have been approved by the Architectural Control Committee as to quality of workmanship and materials, types and colors of all exterior finishes, harmony of external design with existing structures and as to location with respect to lot plan, topography and finish grade elevation. All plans and specifications shall be submitted to the Architectural Control Committee in duplicate and one shall be retained by the Committee. No construction shall commence until all plans, specifications and the like have been approved as provided herein.

(b). The Architectural Control Committee shall be composed of William R. Sandifer II, Marilyn R. Sandifer and Lt. Col. William R. Sandifer, all of Evergreen, Colorado. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to the Committee any of its powers and duties.

(c). Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. Should the Committee, or its designated representatives, fail to approve or disapprove such construction plans, elevations, specifications and plot plan within thirty (30) days after such plans and specifications have been submitted to them, or its representative, then such approval shall not be required and the plans, specifications and plot plan shall be deemed to have been approved. All covenants herein contained shall remain in full force and effect even though the action or inaction by the Committee may constitute a variance of material covenant herein.

17. CHANGE IN COVENANTS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of one (1) year, unless an instrument signed by the then owners of sixty percent (60%) of the lots has been recorded agreeing to change or eliminate said covenants in whole or in part.

18. ENFORCEMENT:

In case of any violation of any of the provisions hereof, the owner or owners of any lot may, in addition to other remedies at law, or in equity, including an action for damages, have such violations enjoined or, in the case of the erection or maintenance of any building, structure or thing in violation of any of the provisions hereof, may have such building, structure or thing removed by proper legal procedure. Any violation of the provisions, conditions, or restrictions contained herein shall warrant the owner or owners of any lot or the Architectural Control Committee or its designee to apply to any court of law or equity having jurisdiction thereof for an injunction, damages, or other proper relief in order to enforce same in court. The court in its discretion may award plaintiff court costs and reasonable attorney fees. Inaction

by the Architectural Control Committee or by the lot owners to perfect and enforce their rights shall not be deemed a waiver of the right of enforcement of same, even though such inaction may be of long duration.

19. SEVERABILITY:

Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, William Roper Sandifer II has hereunto set his hand and seal this SIXTH day of AUGUST, 1976.

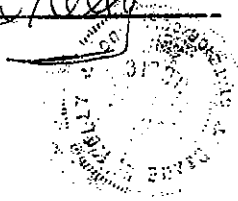
William Roper Sandifer, II

STATE OF COLORADO)
) ss.
County of Jefferson)

The above and foregoing Protective Covenants Restricting the Use of Property in Greystone Estates - Second Filing, Jefferson County, Colorado, were acknowledged before me this SIXTH day of AUGUST, 1976, by William Roper Sandifer II.

In witness whereof I have hereunto set my hand and official seal.

Lionel C. Kelly
Notary Public



My commission expires:
May 15, 1979

PLATTING EXEMPTION AGREEMENT

CASE NO. E40-6-87

1-12

THIS AGREEMENT made and entered into this 12th day of August, 1987, by and between the County of Jefferson, State of Colorado, hereinafter called the County, and Hazel Smith Sandifer and the estate of Lt. Col. William Roper Sandifer, hereinafter called the Applicants.

WITNESSETH:

WHEREAS, the Applicants have made proper application and desire to obtain a Platting Exemption from the Board of County Commissioners of Jefferson County as provided for in Section 30-28-101(10) (d) C.R.S. as amended; and

WHEREAS, the County desires to grant such Exemption to the Applicants subject to certain conditions.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, the parties hereto agree as follows:

The Applicants agree:

1. That there shall be no separate sale of nor the issuance of building permits on the parcels designated as Tracts 1 or 2 as shown on the Exhibit "A" attached hereto until such time as the Applicants have provided deeded access, a minimum of 25 feet in width, to Tract 1 connecting it to a dedicated County road.
2. That site grading, buildings, and access roads shall not alter, modify, or block existing drainage swales and/or channels.
3. That buildings and access roads shall not be constructed across those areas within Tracts 2 and 3 designated as non-building areas as shown on the attached Exhibit A.
4. That they will comply with any and all building permit regulations in existence as of the date of application for a building permit on any of the above-stated tracts.
5. That this Agreement shall in no way constitute a waiver of any County regulations except those expressly exempted herefrom.
6. That the restrictions set forth herein shall run with the land and be binding upon any subsequent purchaser or successor in interest of such tracts.

COPIES TO FORM
ASSISTANT COUNTY ATTORNEY

2

- 7. That they will by deed restriction, restrictive covenant or other appropriate instrument, take such action necessary to assure that the restrictions set forth herein run with the land and are binding upon such subsequent purchasers or successors in interest.
- 8. That they will indemnify and hold harmless the County of Jefferson, State of Colorado, any and all employees thereof, from any and all legal actions and/or claims that may arise out of an action to enforce the provisions of this Agreement or the denial of a building permit pursuant to the provisions of this Agreement.

The County agrees:

- 9. The County agrees to grant the requested Exemption pursuant to the above-cited authority and to waive the platting of Tracts 1, 2, and 3 included in Case No. E40-6-87, described by the Survey dated February 2, 1987, attached hereto and incorporated herein by reference as Exhibit "A".

It is mutually agreed:

- 10. That the County or any purchaser of Tracts 1, 2, or 3 as shown on Exhibit "A", attached hereto, shall have the authority to bring an action in any district court to compel the enforcement of this Agreement, including the restrictions on sale contained herein. Such authority shall include the right to compel rescission of any sale, conveyance or transfer of any such Tracts contrary to the provision of this Agreement.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals.

COUNTY:

STATE OF COLORADO
County of Jefferson

By Rich Ferdinandsen
Rich Ferdinandsen, Chairman,
Board of County Commissioners

ATTEST:
Deanna A. Martin
Deputy Clerk and Recorder

APPLICANTS:

William Roper Sandifer II
William Roper Sandifer II as
Attorney-in-fact for Hazel
Sandifer, personally

William P. Cantwell
William P. Cantwell, as
personal representative of
William Roper Sandifer (A/K/A
Lt. Col. William Roper
Sandifer), deceased

ACKNOWLEDGEMENTS

ls

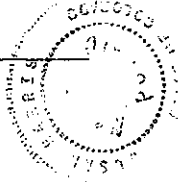
STATE OF Colorado)
County of Denver) ss:

The foregoing instrument was acknowledged before me this 29th day of July, 1987, by William Roper Sandifer II as Attorney-in-fact for Hazel Smith, personally, Applicant in Case No. E40-6-87.

My Commission Expires: June 14, 1991

WITNESS my hand and official seal.

Ausan R. Harris
NOTARY PUBLIC



STATE OF Colorado)
County of Denver) ss:

The foregoing instrument was acknowledged before me this 29th day of July, 1987, by William P. Cantwell, as personal representative of William Roper Sandifer (A/K/A Lt. Col. William Roper Sandifer), deceased, Applicant in Case No. E40-6-87.

My Commission Expires: June 14, 1991

WITNESS my hand and official seal.

Ausan R. Harris
NOTARY PUBLIC



4

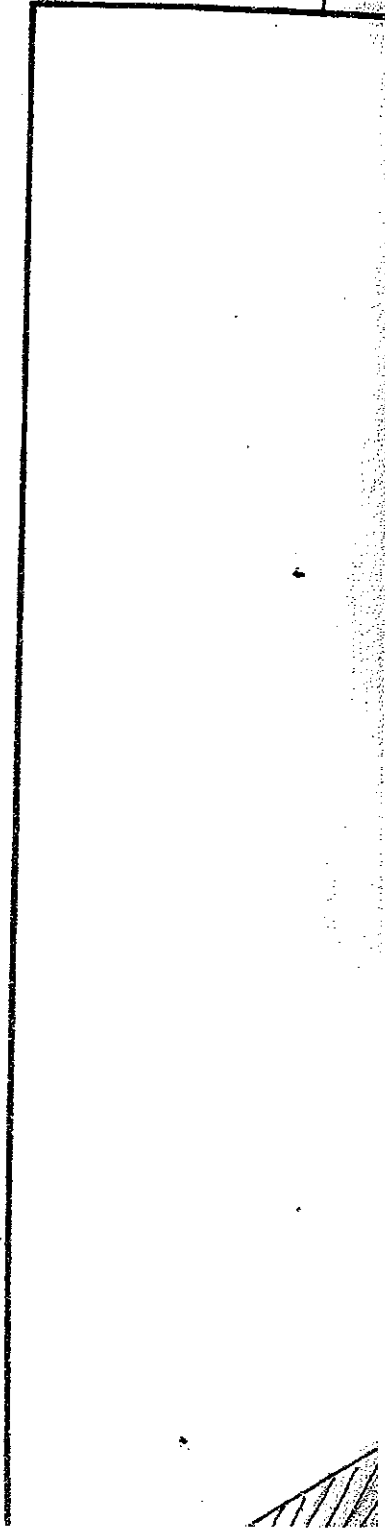
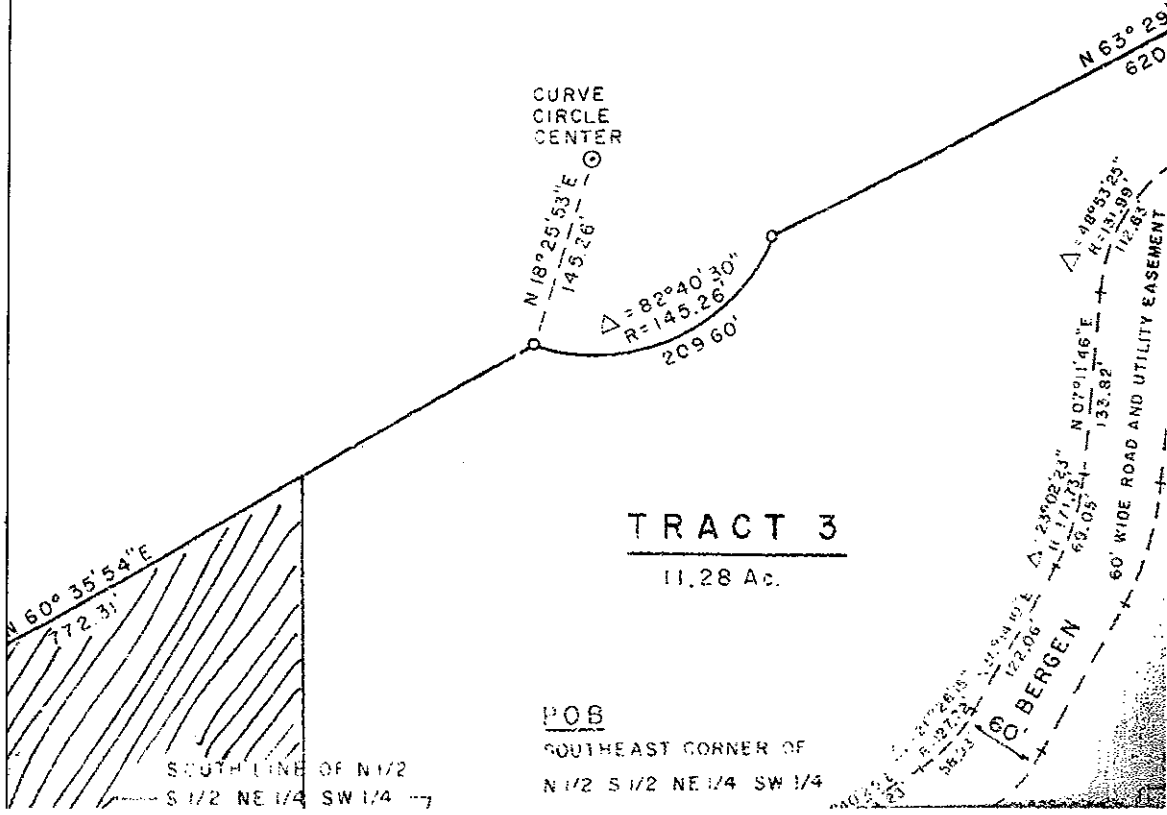
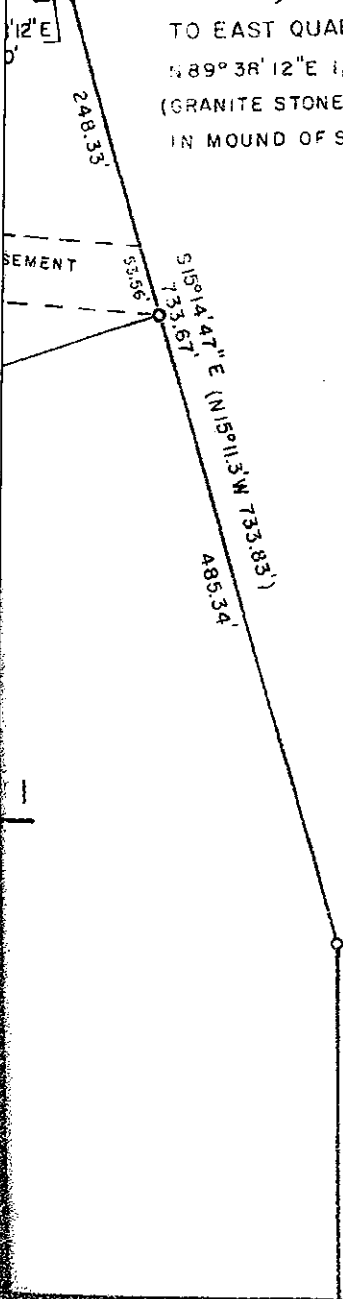
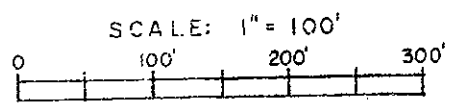


EXHIBIT "A" TO PLATTING EXEMPTION AGREEMENT
SURVEY DATED FEBRUARY 2, 1987 SHEET 1 of 1

CENTER 1/4 CORNER
SECTION 31



JEFFERSON COUNTY OPEN SPACE
 NORTH LINE NE 1/4 SE 1/4
 SECTION 31
 TO EAST QUARTER CORNER OF SEC. 31
 N 89° 38' 12" E 1,290.39'
 (GRANITE STONE
 IN MOUND OF STONES)



TRACT S-1

A PARCEL OF LAND LOCATED IN THE N 1/2
 OF THE SE 1/4 AND IN THE NE 1/4 OF THE
 SW 1/4 OF SECTION 31, T4S, R71 W OF THE
 6th PRINCIPAL MERIDIAN,
 JEFFERSON COUNTY, COLORADO

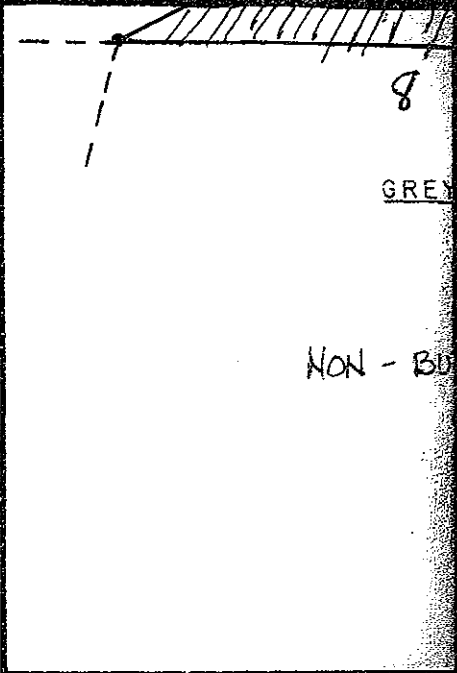
NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY
 LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY
 WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH
 DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY
 DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN
 YEARS FROM THE DATE OF THE CERTIFICATION SHOWN
 HEREON.

SURVEYOR'S CERTIFICATE

I, WILLIAM R. SANDIFER II, A REGISTERED PROFESSIONAL
 LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY
 CERTIFY THAT THIS SURVEY AND PLAT WERE PREPARED
 UNDER MY DIRECT SUPERVISION AND THAT BOTH ARE
 CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 I FURTHER CERTIFY THAT THERE ARE NO PIPE LINES

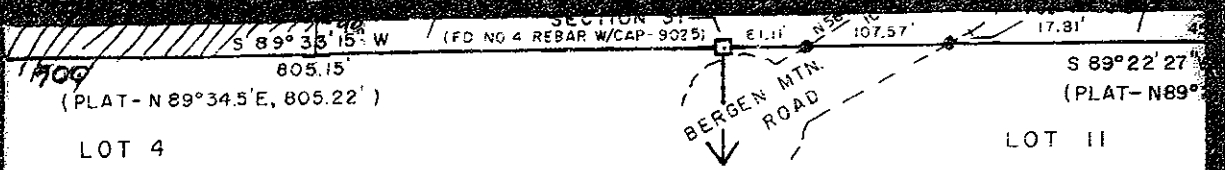
S 00° 03' 50" E
 599.64'



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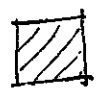
GREY

NON - BU



STONE ESTATES

BUILDING AREAS

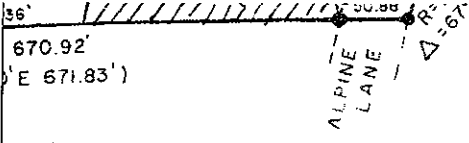


NON-BUILDING AREAS

S 00° 31' 05" E 1,645.97'
 TO SOUTH QUARTER CORNER
 OF SECTION 31, T4S, R71W OF 6th P. M.
 (3/4" I.P. IN STONE MOUND)

RECEPTION NO. 87103979

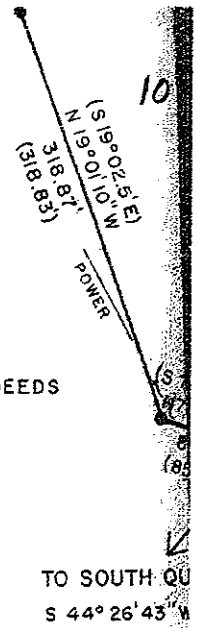
9



FILING

NOTE:

- ALL CORNERS ARE MONUMENTED WITH A NO. FOUR REBAR AND CAP BEARING LS NO. 9025 UNLESS OTHERWISE NOTED.
- ● INDICATES A FOUND POINT (NO. 4 REBAR AND CAP, LS NO. 9025).
- BEARINGS WERE DETERMINED FROM POLARIS STAR OBSERVATIONS.
- BEARINGS AND DISTANCES IN PARENTHESIS ARE FROM RECORDED DEEDS OR PLAT OF GREYSTONE ESTATES, FIRST FILING.
- SEE B 2215, P 562; B 2212, P 703; B 3071, P 934.



TO SOUTH QU
S 44° 26' 43" W

WATER TANKS IN EVIDENCE ON THIS TRACT S-I.

William R. Sandifer II

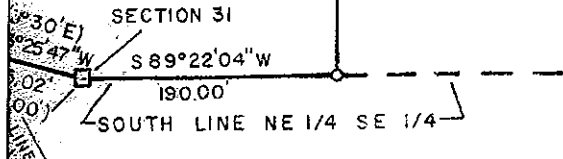
WILLIAM R. SANDIFER II, P.L.S. NO. 9025, FEB. 2, 1987

NOTE: THIS SURVEY PLAT MUST BEAR AN ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR TO BE VALID.

(ONE NORTH 600.00')

(FD. No. Four Rebar
W/Cap - LS 9025)
at

POB-CENTER 1/16
CORNER SE 1/4
SECTION 31



SEAL

QUARTER CORNER OF SECTION 31 (3/4" I.P. IN STONE MOUND)

1,867.09'

PLATTING EXEMPTION AGREEMENT

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 98012060
02/08/88 12:30 .00

CASE NO. E78-10-87

THIS AGREEMENT made and entered into this 8th day of February, 1988, by and between the County of Jefferson, State of Colorado, hereinafter called the County, and Hazel Smith Sandifer and the estate of Lt. Col. William Roper Sandifer, hereinafter called the Applicants.

WITNESSETH:

WHEREAS, the Applicants have made proper application and desire to obtain a Platting Exemption from the Board of County Commissioners of Jefferson County as provided for in Section 30-28-101(10) (d) C.R.S. as amended; and

WHEREAS, the County desires to grant such Exemption to the Applicants subject to certain conditions.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein setforth, the parties hereto agree as follows:

The Applicants agree:

1. That there shall be no sale of nor the issuance of building permits on the parcels designated as Tracts 4, 5, or 6 as shown on the Exhibit "A" attached hereto until such time as the Applicants have provided deeded access, a minimum of 25 feet in width, to said Tracts connecting them to a dedicated County road.
2. That site grading, buildings, and access roads shall not alter, modify, or block existing drainage swales and/or channels.
3. That they will comply with any and all building permit regulations in existence as of the date of application for a building permit on any of the above-stated tracts.
4. That this Agreement shall in no way constitute a waiver of any County regulations except those expressly exempted herefrom.
5. That the restrictions set forth herein shall run with the land and be binding upon any subsequent purchaser or successor in interest of such tracts.
6. That they will by deed restriction, restrictive covenant, or other appropriate instrument, take such action necessary to assure that the restrictions set forth herein run with the land and are binding upon such subsequent purchaser or successors in interest.

7. That they will indemnify and hold harmless the County of Jefferson, State of Colorado, any and all employees thereof, from any and all legal actions and/or claims that may arise out of an action to enforce the provisions of this Agreement or the denial of a building permit pursuant to the provisions of this Agreement.

The County agrees:

J

8. The County agrees to grant the requested Exemption pursuant to the above-cited authority and to waive the platting of Tracts 4, 5, and 6 included in Case No. E78-10-87, described by the Survey dated August 17, 1987 attached hereto and incorporated herein by reference as Exhibit "A".

It is mutually agreed:

9. That the County or any purchaser of Tracts 4, 5, or 6 as shown on Exhibit "A", attached hereto, shall have the authority to bring an action in any district court to compel the enforcement of this Agreement, including the restrictions on sale contained herein. Such authority shall include the right to compel rescission of any sale, conveyance or transfer of any such Tracts contrary to the provisions of this Agreement.

IN WITNESS WHEREOF, said parties have hereto set their hands and seals.

COUNTIES:

STATE OF COLORADO
County of Jefferson

By *[Signature]*
Chairman,
Board of County Commissioners

APPLICANT:

[Signature]
William Roper Sandifer II as
Attorney-in-fact for Hazel
Sandifer, personally

ATTEST:

[Signature]
Deputy Clerk and Recorder

[Signature]
William P. Cantwell, as
personal representative of
William Roper Sandifer (A/K/A
Lt. Col. William Roper
Sandifer), deceased

ACKNOWLEDGMENTS

STATE OF SOUTH CAROLINA)

ss


3

County of SPARTANBURG)

The foregoing instrument was acknowledged before me this 30th day of December, 1987, by William Roper Sandifer II as Attorney-in-fact for Hazel Smith, personally, Applicant in Case No. E78-10-87.

My Commission expires: ~~1991~~ My Commission Expires June 14, 1991

WITNESS my hand and official seal.

Susan R. Harris
NOTARY PUBLIC 

STATE OF SOUTH CAROLINA)

ss

County of SPARTANBURG)

The foregoing instrument was acknowledged before me this 30th day of December, 1987, by William P. Cantwell, as personal representative of William Roper Sandifer (A/K/A Lt. Col. William Roper Sandifer), deceased, Applicant in Case No. E78-10-87.

My Commission expires: My Commission Expires June 14, 1991

WITNESS my hand and official seal.


Susan R. Harris
NOTARY PUBLIC 

EXHIBIT 'A' to PLATTING EXEMPTION AGREEMENT CASE NO. E78-1087

SHEET 1 of 1 SURVEY DATED AUGUST 13, 1987

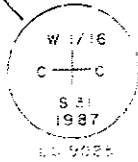
4

RECEPTION NO. 88012060

N 1/16 CORNER DENVER MOUNTAIN PARK LAND
SW 1/4 SECTION 31
2-1/2" AL PIPE AND CAP (LS 9025) NORTH LINE NE 1/4 SW 1/4

POB - TRACT 6

972.00'



TRACT 6

11.81 Ac.

496.41'

S 88°43'37"W 1,059.05'

986.41'
N 00°10'06"W

TRACT 5

10.42 Ac.

490.00'

SANDIFER TRACT S-2 EXEM

CENTER 1/4 CORNER
SECTION 31

1,328.12'
N 89° 34' 55" E

POB-TRACT S-2

N 89°

358.12'

3-1/4" AI MARKER
SET IN 3/4" DRILL
HOLE IN ROCK
OUTCROP



POB-TRACT 4

S 00° 32' 56" E 2,631.73'
TO SOUTH QUARTER CORNER
OF SECTION 31, T4 S, R 71 W OF
(3/4" I.P. IN STONE MOUND)

516° 31' 16" E
311.31'

TRACT 4

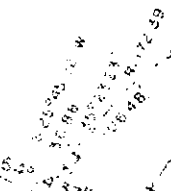
10.25 Ac.

200.00'
S 00° 00' 00" W

S 61° 08' 46" W

BERGEN MOUNTAIN
60' WIDE ROAD AND

CURVE
CIRCLE
CENTER



S 63° 06' 00" W

S 55° 29' 25" E
85.56'

R 145.26'
82° 40' 30"

209.60'

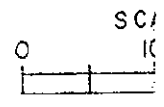
S 60° 39' 54" W
172.31'

S 60° 39' 54" W
172.31'

SECTION PLAT

DENVER MOUNTAIN PARK LAND

31' 38" E 769.03' NORTH LINE NW 1/4 SE 1/4



TRACT S-2

A PARCEL OF LAND
 OF THE SE 1/4 AND
 SW 1/4 OF SECTION 3
 6th PRINCIPAL MERI
 COUNTY, COLORADO,

NOTICE:

ACCORDING TO COLORADO
 LEGAL ACTION BASED UP
 WITHIN THREE YEARS AF
 DEFECT. IN NO EVENT, M
 DEFECT IN THIS SURVEY
 YEARS FROM THE DATE
 HEREON.

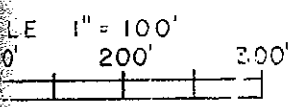
NOTES:

- ALL CORNERS ARE MONUMENTED WITH A
 THE LOOK REBAR AND CAP UNLESS OTHERWISE
 NOTED HEREON.
- BEARINGS WERE DETERMINED FROM SOLAR
 STAR OBSERVATIONS.

SURVEYOR'S CERTIFICATE

I, WILLIAM R. SANDIFER
 LAND SURVEYOR IN THE S
 CERTIFY THAT THE

7

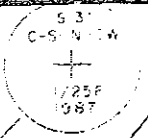


LOCATED IN THE NW 1/4
 OF THE NE 1/4 OF THE
 T4S, R7W OF THE
 TIAN, JEFFERSON
 CONTAINING 32.47 Ac.

BY LAW YOU MUST COMMENCE ANY
 ACTION ON ANY DEFECT IN THIS SURVEY
 WITHIN 10 YEARS AFTER YOU FIRST DISCOVER SUCH
 DEFECT OR ANY ACTION BASED UPON ANY
 DEFECT MUST BE COMMENCED MORE THAN TEN
 YEARS AFTER THE CERTIFICATION SHOWN

CERTIFICATION

I, _____ A REGISTERED PROFESSIONAL
 SURVEYOR OF COLORADO DO HEREBY



SOUTH LINE OF N 1/2
S 1/2 NE 1/4 SW 1/4

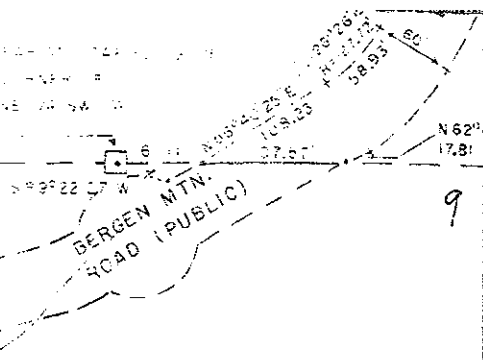
S 89° 33' 15" W

POB - TRACT 5 550.39'
SOUTHWEST CORNER OF N 1/2
S 1/2 NE 1/4 SW 1/4 SECTION 31
2-1/2" AL PIPE AND CAP (LS 9025)

LOT 4
GRESTONE ESTATE
FIRST FILING

SECTION 6

S 89° 33' 15" W 805.15
(PLAT - N 89° 34' 5" E, 605.22')



GREYSTONE ESTATES

FIRST FILIN

CERTIFY THAT THIS SURVEY
UNDER MY DIRECT SUPERVISION
CORRECT TO THE BEST OF MY KNOWLEDGE

10

William R. Sandifer II

WILLIAM R. SANDIFER II,

NOTE: THIS SURVEY PLAT
AN ORIGINAL SIGNATURE AND
OF THE SURVEYOR TO BE

58 E

6

AND THAT BOTH ARE
VISION AND THAT BOTH ARE
MY KNOWLEDGE AND BELIEF.

//

William R. Sandifer, II

P.L.S. NO. 9025, AUGUST 13, 1987.

MUST BEAR
AND SEAL
VALID.

SEAL



1800

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 89C20800
03/10/89 11:00 18.00

(2)

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is hereby entered into this 11 day of February, 1989, by Hazle Smith Sandifer, individually and as Trustee of the William Roper Sandifer, Sr. Family Trust, and by William Roper Sandifer II, hereinafter referred to as "Declarants." 1-6

RECITALS

WHEREAS, Declarants are the owners of various tracts of land situated in the Northwest 1/4 of the Southeast 1/4 and in the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 4 South, Range 71 West of the 6th P.M., County of Jefferson, State of Colorado, said tracts of land being more particularly described and illustrated as Tracts 1, 2 and 3 on Platting Exemption Agreement in Case No. E40-6-87 recorded on August 12, 1987, at Reception No. 87103979, and as Tracts 4, 5 and 6 on Platting Exemption Agreement in Case No. E78-10-87 recorded on February 8, 1988, at Reception No. 88012060; and

WHEREAS, it is the intention and desire of Declarants to sell and convey said tracts to purchasers who will construct thereon separate single family dwellings and all of said dwellings will be serviced by a private road passing through all of said tracts, except Tract 1, to be known as Bergen Mountain Lane; and

WHEREAS, the future owners of Tracts 3, 4, 5 and 6 will be the primary users of said Bergen Mountain Lane and, therefore, should be primarily responsible for the maintenance and repair costs of said roadway.

NOW, THEREFORE, Declarants do hereby execute this road maintenance agreement with the intention that the terms contained herein shall inure to the benefit of and shall be binding upon all subsequent owners of each and every tract as hereinafter set forth.

1. Declarants do hereby establish a non-exclusive easement for utility line purposes and for ingress and egress purposes over and across three contiguous parcels of land hereinafter referred to as parcels A, B and C, all of which are specifically described on Exhibit A attached hereto and by reference thereto it is incorporated herein as a part of this instrument.

2. For purposes of this agreement, road maintenance costs shall be those costs incurred or to be incurred in grading, snow plowing, improving said roadway with gravel or other like substances, maintaining road culverts and other storm drainage water

110' 112' 113'

M.S.H.

equipment and other such maintenance costs approved by the owners of said tracts as hereinafter provided.

3. Road maintenance costs shall be prorated in such a manner that the owners of each tract shall be required to pay for road maintenance costs to each individual driveway leading to the residence on each tract based upon a per foot cost multiplied by the number of feet of roadway extending from the county maintained Bergen Mountain Road cul-de-sac shown on the recorded plat of Greystone Estates - First Filing divided by the total number of tracts using that same portion of the road. This calculation shall be cumulative in such a manner that the owners of each tract shall be required to pay their proportionate share of the maintenance costs applicable to different portions of the road between the county maintained public road and the first driveway and between succeeding driveways. The tract owners shall not be required to share in the maintenance costs of said roadway until the commencement of construction of a single family dwelling on said tract at which time they shall then be required to share in all future maintenance costs incurred by the owners of said tracts. 2

4. Unless an existing home access driveway is relocated or new access driveways are installed, the percentages of the total maintenance costs payable by the owners of Tracts 3, 4, 5 and 6 will be as follows:

Tract 3 = 3.49%
Tract 4 = 29.44%
Tract 5 = 28.62%
Tract 6 = 38.45%

In determining what maintenance shall be done, tract owners shall have voting power in direct proportion to their individual percentages of obligation to pay for any such maintenance costs. A simple majority of percentages shall be required in any decision regarding maintenance; however, tract owners shall be required to maintain the road in such a condition, including snow removal, so as to permit the passage of a normal passenger automobile. Tract owners may designate a representative to act for them.

5. The percentages of maintenance costs responsibilities for the owners of Tracts 3, 4, 5 and 6 as set forth above in paragraph 4 shall only apply after the commencement of construction of a single family residence on each of said tracts. Therefore, different percentages will be used in determining the proportionate share of such costs when only two or three residences have been constructed based upon the formula set forth in paragraph 3, above.

However, it is possible that at some time in the future, the owners of property east of Tract 2 and the owners of property west of Tracts 5 and 6 may desire to use said roadway easement for ingress and egress purposes to their residences at which time the owners of any such residences shall also be required to share in the maintenance costs of said roadway using the same formula as set forth in paragraph 3, above. 3

6. Owners of each tract shall be required to maintain their own individual driveways, including roadside culverts, in such a manner as to prevent a discharge of storm drainage water onto said Fern Mountain Lane.

7. In the event any one or more of the property owners do not pay their proportionate share of said maintenance costs, the other property owners may enforce such obligation to pay the amount due as follows:

(a) Suit at Law. By suit at law. Each such action may be instituted by any one or more of the other owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees;

(b) Lien. Within 90 days after the occurrence of any such default, any owner or owners not in default may give a notice to the defaulting owner, stating the date of the delinquency and the amount of the delinquency. If such delinquency is not paid within 10 days after delivery of such notice, said owner may file a claim of lien against the Tract of such delinquent owner. All owners waive the right to claim or assert a homestead exemption as against any such claim of lien. Such claim of lien shall state (1) the name of the delinquent owner, (2) a description of the Tract against which the claim of lien is made, and (3) that the claim of lien is made pursuant to this agreement in an amount equal to the delinquency stated in the claim. The lien so claimed shall attach as of the recordation of the claim. Each default shall constitute a separate basis for a lien. Any such lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a Mortgage. In such action, reasonable attorneys' fees shall be allowed;

(c) Interest Any such delinquent assessments shall bear interest at the rate of two percent per month or the maximum rate allowable by law, whichever is the lesser, from the date of delinquency until the date the assessment is paid in full, such amount to be added to the judgment recovered by exercise of the rights set forth in paragraphs 7 (a) and (b) above.

2-27-59
WPA

EXHIBIT A

DESCRIPTION OF BERGEN MOUNTAIN LANE EASEMENT:

A private road and utility easement located in the Northwest Quarter of the Southeast Quarter and in the Northeast Quarter of the Southwest Quarter of Section 31, Township 4 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado and shown on the Sandifer Tract S-2 Exemption Plat of Tracts 4, 5, and 6, dated August 13, 1987 of Jefferson County platting exemption case number E78-10-87 and described as Parcels A, B, and C as follows:

Parcel A of the easement is sixty-foot wide, the northwesterly side of which is described as follows: Beginning at a point which is the northerly side of the easterly end of the Bergen Mountain Road right of way as shown on the recorded plat of Greystone Estates, First Filing which point lies on the South line of the North Half of the South Half of the Northwest Quarter of the Southeast Quarter of Section 31, and from which point the Southeast corner of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 31 bears westerly 61 feet more or less, thence North 56 degrees 40 minutes 25 seconds East 108.23 feet; thence 58.93 feet along the arc of a curve to the left having a delta angle of 26 degrees 26 minutes and 15 seconds and a radius of 127.72 feet; thence North 30 degrees 14 minutes 10 seconds East 122.06 feet; thence 69.05 feet along the arc of a curve to the left having a delta angle of 23 degrees 02 minutes 23 seconds and a radius of 171.73 feet; thence North 07 degrees 11 minutes 46 seconds East 133.82 feet; thence 112.63 feet along the arc of a curve to the right having a delta angle of 48 degrees 53 minutes 25 seconds and a radius of 131.99 feet; thence North 56 degrees 05 minutes 13 seconds East 76.36 feet; thence 59.82 feet along the arc of a curve to the left having a delta angle of 10 degrees 45 minutes 29 seconds and a radius of 318.61 feet; thence North 45 degrees 19 minutes 43 seconds East 143.02 feet; thence 59.90 feet along the arc of a curve to the left having a delta angle of 07 degrees 55 minutes 00 seconds and a radius of 433.55 feet to a corner on the southeasterly boundary of Tract 4 as shown on the said survey of platting exemption case number E 78-10-87.

Parcel B of the easement begins at the end of the northwesterly side of Parcel A of said easement which is the said corner of Tract 4 and continues as a switchback over and across the following described parcel of land: Beginning at the aforementioned corner, thence North 65 degrees 53 minutes 18 seconds West 84.71 feet; thence North 28 degrees 51 minutes 14 seconds West 60.00 feet to a point on a non-tangential curve, the center of circle of which the curve is an arc bears North 28 degrees 51 minutes 14 seconds West 570.04 feet; thence northeasterly 95.77 feet along the arc of said curve; thence North 51 degrees 31 minutes 12 seconds East 59.87 feet; thence 118.69 feet along the arc of a curve to the right having a delta angle of 47 degrees 31 minutes 38 seconds and a radius of 143.09

RECEPTION NO. 89020800

feet to a corner on the easterly boundary of said Tract 4 from which corner the most easterly corner of Tract 4 bears North 23 degrees 49 minutes 37 seconds East 66.35 feet; thence South 80 degrees 57 minutes 11 seconds East 174.42 feet to a point on a tangential curve to the right the center of circle of which the curve is an arc bears South 09 degrees 02 minutes 49 seconds West 60.00 feet; thence easterly, southerly and westerly along the arc of said curve 184.09 feet to a point from which the center of circle of which the curve is an arc bears North 04 degrees 50 minutes 44 seconds East 60.00 feet; thence North 85 degrees 09 minutes 15 seconds West 96.07 feet; thence 113.67 feet along the arc of a curve to the left having a delta angle of 57 degrees 26 minutes 01 seconds and a radius of 113.40 feet; thence South 37 degrees 24 minutes 43 seconds West 76.46 feet to a point on the southeasterly side of Parcel A of the easement; thence North 52 degrees 35 minutes 17 seconds West 60.00 feet to the said corner on the southeasterly boundary of Tract 4 which is the Point of Beginning of Parcel B of the easement. 6

Parcel C of the easement is sixty feet wide, the northerly side of which is described as follows: Proceeding from the Point of Beginning of Parcel B along the following courses along the southwesterly side of Parcel B: North 65 degrees 53 minutes 18 seconds West 84.71 feet to a point on the southerly side of Parcel C of the easement; thence North 28 degrees 51 minutes 14 seconds West 60.00 feet to the Point of Beginning of Parcel C and the continuation of the northerly side of the easement; thence South 61 degrees 08 minutes 46 seconds West 474.21 feet; thence 106.48 feet along the arc of a curve to the left having a delta angle of 35 degrees 23 minutes 23 seconds and a radius of 172.39 feet; thence South 25 degrees 45 minutes 22 seconds West 36.88 feet; thence 123.02 feet along the arc of a curve to the right having a delta angle of 82 degrees 40 minutes 30 seconds and a radius of 85.26 feet; thence North 71 degrees 34 minutes 07 seconds West 173.48 feet to the corner common to Tracts 4, 5, and 6 as shown on the said Platting Exemption Survey and the terminus of the easement. The southerly boundary of Parcel C of the easement shall continue westerly across Tract 5 parallel to the described last course of the northerly side of the easement to a point of intersection with the south line of Tract 6.

RECEPTION NO. B9020800

DIVISION Front Range
LOCATION 33031 Alpine Lane

ROWAGENT A. Morganfield
DESCRIPTION AUTHOR A. Morganfield
AUTHOR ADDRESS 950 17th Street,
#2000A, Denver, CO 80202

DOC. NO. 172477
PLAT/GRID NO.
W/O/J/CREG NO.

2600
PC

15

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1225-17th Street, Denver, Colorado, 80202-5533, in consideration of which and to the extent that Grantor has the right, power and authority to do so, Grantor hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in the South 1/2 of Section 31, Township 4 South, Range 71 West of the 6th Principal Meridian in the County of Jefferson, State of Colorado, the easement being described as follows:

RECEPTION NO. F2185502
3/15/2005 10:00:38 PG: 001-005
PG FEE: 26.00 STATE DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

SEE ATTACHED LEGAL DESCRIPTION

The easement is _____ feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this 25TH day of January, 2005.

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR:

Robert H. Pasco
Robert H. Pasco

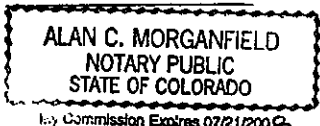
Charlene R. Pasco
Charlene R. Pasco

STATE OF COLORADO,)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 25th day of January, 2005 by [Grantor name(s) from above]:

Witness my hand and official seal.

My commission Expires



Alan C. Morganfield
Notary Public

LEGAL DESCRIPTION

(EASEMENT - 33031 ALPINE LANE)

January 17, 2005

2

EASEMENT NO. 1

A PUBLIC SERVICE COMPANY OF COLORADO EASEMENT LOCATED IN THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F1008764 (DEED TO ROBERT H. PASCO AND CHARLENE R. PASCO) AND AS SHOWN ON THE SURVEY, DATED FEBRUARY 2, 1987, PLATTING EXEMPTION AGREEMENT PLAT RECORDED AT RECEPTION NUMBER 87103979, CASE NO. 40-6-87 LOCATED IN THE NORTH HALF OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO.

COMMENCING AT THE NORTH 1/16TH CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 31, FROM WHICH THE EAST QUARTER CORNER OF SECTION BEARS NORTH 89° 38' 12" EAST; 1310.39 FEET;

THENCE NORTH 89° 38' 12" EAST ALONG THE NORTH LINE OF SAID THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89° 31' 38" EAST ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST 1/4, A DISTANCE OF 540.00 FEET;

THENCE SOUTH 23° 49' 37" WEST, A DISTANCE OF 66.35 FEET TO THE POINT OF BEGINNING PRIVATE INGRESS-EGRESS ROAD NOTED ON THE EXEMPTION PLAT 40-6-87 AS "BERGEN MOUNTAIN LANE";

THENCE SOUTH 80° 57' 11" EAST, A DISTANCE OF 174.42 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 09° 02' 49" WEST A DISTANCE OF 60.00 FEET, HAVING AN ARCH DISTANCE OF 183.09 FEET TO A POINT OF TANGENT WHENCE THE RADIUS POINT BEARS NORTH 04° 50' 44" EAST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 85° 09' 15" EAST, A DISTANCE OF 96.07 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 113.40 FEET, A CENTRAL ANGLE OF 57° 26' 01" AND AN ARCH LENGTH OF 113.67 FEET TO A POINT OF TANGENT;

THENCE SOUTH 37° 24' 43" WEST A DISTANCE OF 76.46 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 493.55 FEET, A CENTRAL ANGLE OF 07° 55' 00" AND AN ARCH LENGTH OF 68.19 FEET TO A POINT OF TANGENT;

THENCE SOUTH 45° 19' 44" WEST A DISTANCE OF 46.33 FEET TO THE WESTERLY PROPERTY LINE OF THE PASCO PARCEL;

THENCE NORTH 14° 09' 52" EAST A DISTANCE OF 123.93 FEET;

THENCE NORTH 32° 30' 29" EAST, A DISTANCE OF 245.14 FEET TO THE POINT OF BEGINNING.

EASEMENT NO. 2

A PUBLIC SERVICE COMPANY OF COLORADO EASEMENT LOCATED IN THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F1008764 (DEED TO ROBERT H. PASCO AND CHARLENE R. PASCO) AND AS SHOWN ON THE PLATTING EXEMPTION AGREEMENT PLAT RECORDED AT RECEPTION NUMBER 87103979, CASE NO. 40-6-87 LOCATED IN THE NORTH HALF OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO.

COMMENCING AT THE NORTH 1/16TH CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 31, FROM WHICH THE EAST QUARTER CORNER OF SECTION BEARS NORTH 89° 38' 12" EAST; 1310.39 FEET;

THENCE NORTH 89° 38' 12" EAST ALONG THE NORTH LINE OF SAID THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89° 31' 38" EAST ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST 1/4, A DISTANCE OF 540.00 FEET;

THENCE SOUTH 23° 49' 37" WEST, A DISTANCE OF 66.35 FEET TO THE POINT OF BEGINNING PRIVATE INGRESS-EGRESS ROAD NOTED ON THE EXEMPTION PLAT 40-6-87 AS "BERGEN MOUNTAIN LANE";

THENCE SOUTH 80° 57' 11" EAST, A DISTANCE OF 174.42 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 09° 02' 49" WEST, A DISTANCE OF 60.00 FEET, HAVING AN ARCH DISTANCE

3

OF 78.73 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 21' 44" EAST, A DISTANCE OF 73.20 FEET TO THE POINT OF BEGINNING OF A 50 FOOT WIDE EASEMENT;

THENCE SOUTH 84° 13' 49" EAST, A DISTANCE OF 417.61 FEET TO THE EASTERLY PROPERTY LINE OF THE PASCO PROPERTY AS DESCRIBED IN RECEPTION NO. F1008764;

THENCE SOUTH 15° 14' 47" EAST ALONG SAID EASTERLY PROPERTY LINE A DISTANCE OF 53.56 FEET;

THENCE NORTH 84° 13' 49" WEST A DISTANCE OF 449.17 FEET TO A POINT ON THE EASTERLY LINE OF EASEMENT NO. 1;

THENCE NORTHERLY ALONG THE CURVE OF SAID EASEMENT NO. 1 EASEMENT, A DISTANCE OF 53.23 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY ALAN MORGANFIELD FROM INFORMATION DESCRIBED IN RECEPTION NUMBER F1008764 AND THE PLATTING EXEMPTION AGREEMENT PLAT, CASE NO. 40-6-87, RECORDED AT RECEPTION NUMBER 87103979.
LONETREE ENERGY AND ASSOCIATES FOR PUBLIC SERVICE COMPANY OF COLORADO
950 17TH STREET, SUITE 2000A
DENVER, CO 80293

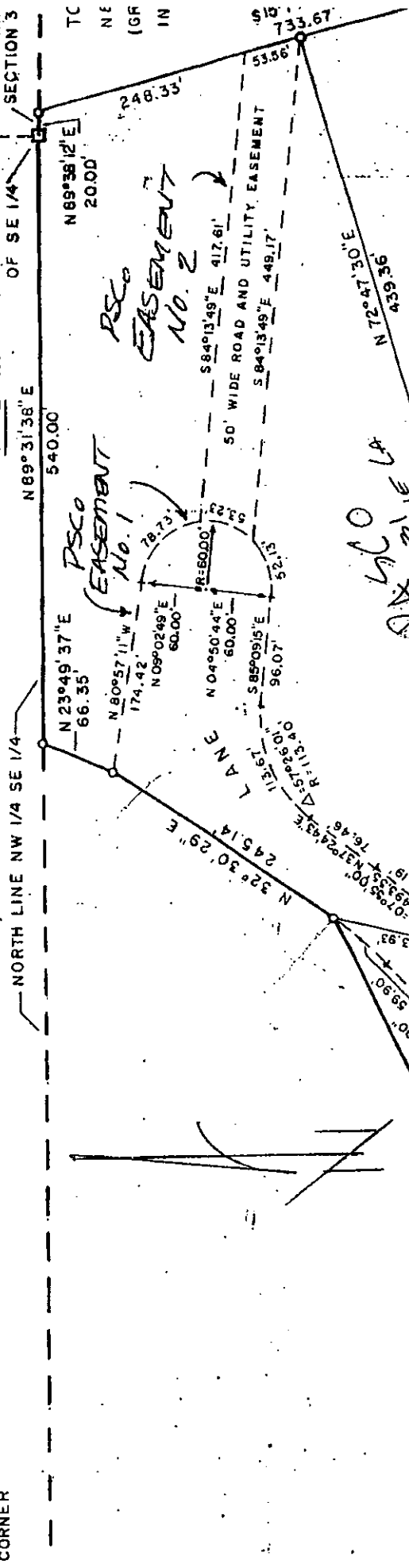
U-6-2-1-1977

EASEMENT SHEET 1 of 1

POOR COPY

DENVER MOUNTAIN PARK LAND

CORNER



TRACT 1
10.01 AC.

TRACT 2
10.34 AC.

CT 3
Ac.

Handwritten: AVENUE

Handwritten: LOC 7

Handwritten: PSC EASEMENT No. 2

Handwritten: PSC EASEMENT No. 1

Handwritten: (B2215, P 562) 50 FOOT WIDE DRIVEWAY EASEMENT

Handwritten: CURVE CIRCLE CENTER

JEFFERSON NORTH LINE SECTION 3
POB - NORTH 1/16 CORNER OF SE 1/4

2" IRON PIPE WITH BRASS CAP - LS NO. 7887

N 69° 31' 38" E 540.00

N 23° 49' 37" E 66.35

N 80° 57' 11" W 174.42

N 09° 02' 48" E 60.00

N 04° 50' 44" E 60.00

S 89° 09' 15" E 96.07

S 84° 13' 49" E 412.61

S 84° 13' 49" E 449.17

N 72° 47' 30" E 435.36

N 14° 09' 52" E 217.95

N 32° 30' 29" E 245.14

N 07° 11' 46" E 133.82

N 63° 29' 58" E 620.91

N 14° 09' 52" E 341.88

N 07° 11' 46" E 133.82

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N 07° 11' 46" E 133.82



2006005890

R \$56.00

D \$0.00

EASE

01/17/2006 12:38:07 11 Page(s)

Jefferson County, Colorado

EASEMENT AGREEMENT

56.54
CAL

This Easement Agreement ("Agreement") is made as of the 2nd day of January 2006, by and between Charlene R. Pasco and Robert H. Pasco ("Grantors"), and MH Alpine, LLC, a Colorado limited liability company the address of which is 7887 East Belleview Avenue, Suite 800, Englewood, Colorado 80111 ("Grantee").

1-11

RECITALS

A. Grantors are the owner of certain real property located in Jefferson County, Colorado that is legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property"). Grantee is the owner of certain real property also situated in Jefferson County, Colorado, that is legally described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantee Property"). The Grantor Property and the Grantee Property are sometimes referred to hereinafter together as the "Properties" and in the singular as a "Property." Grantors and Grantee, and their respective successors in the ownership of their respective Properties from time to time, are sometimes referred to hereinafter collectively and in the singular as the "Owner(s)," and references herein to Grantors and Grantee will include their respective successor Owners unless otherwise specifically stated.

B. Alpine Lane, provides access to the Grantor Property. Grantee, in the use of the Grantee Property, would benefit from an access right over the Grantor Property to provide ingress and egress to and from Alpine Lane.

C. Grantors have determined, in accordance with the terms of this Agreement, to grant Grantee easements in furtherance of furnishing a portion of the access route to the Grantee Property as set forth above.

NOW, THEREFORE, for and in consideration of the sum of Eighteen Thousand Dollars (\$18,000.00) in hand paid by Grantee to Grantor and the above premises and the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, Grantee and Grantors mutually agree as follows:

1. Road Easements.

(a) Grantors hereby grant and convey to Grantee, for the benefit of the Grantee Property, an irrevocable, non-exclusive easement in, over and across that portion of the Grantor Property described in Exhibit C attached hereto and incorporated herein by this reference (the "Road Easement") for the following purposes:

(i) For purposes of surveying, engineering and constructing the "Access Drive," as defined below.

(ii) For re-vegetation, maintenance, and repair work as herein provided.

(iii) For ingress, egress, emergency access, and underground utilities easement upon, over, under and across the "Access Drive," as defined below for the purposes of furnishing a portion of the route necessary to provide direct pedestrian, equestrian and vehicular access ingress and egress and for the installation, maintenance and replacement of underground utilities between Alpine Lane and the Grantee Property.

(b) As stated above, the Road Easement shall each be non-exclusive, and Grantors, for themselves and their heirs and assigns, and all parties claiming through or under them, will retain and reserve all rights to use and enjoy the Grantor Property for any purposes which do not materially interfere with the use and enjoyment the Road Easement.

2. Access Drive.

(a) The "Access Drive" shall mean a road with a right of way 25 feet in width and an all weather traveled surface no more than sixteen (16) feet in width with two – 2 foot wide shoulders on either side of the traveled surface, to be constructed by Grantee within the Road Easement in compliance with paragraph 3 below.

(b) The Access Drive, together with the rights and obligations as described herein, is appurtenant to and shall run with the Grantee Property. Neither the Road Easement nor the Access Drive may be expanded without the consent of Grantors, which consent may be withheld in the sole and absolute discretion of Grantor. By way of example and not limitation, the following shall be considered prohibited expansions of usage: usage of the Grantee Property for any non-residential purpose and usage of the Grantee Property for more than two single-family households. Additionally, neither the Access Drive nor the Road Easement shall be gated.

3. Construction, Maintenance and Use.

(a) Grantee, at its sole expense and over a construction period not to exceed ninety (90) days, subject to force majeure delays, and exclusive of final grading and surfacing which may be delayed until construction on the Grantee Property is completed, will construct the Access Drive in accordance with the applicable construction standards of Jefferson County for private roads. Grantee shall cause utility services (which may include gas, electricity, and telephone services) to be installed underground within the Access Drive to serve the Grantee Property. In this regard, Grantee also shall cause the public utility provider to extend a ¾ inch single residential natural-gas service line from the Alpine Lane right-of-way to the Grantor Property and Grantee agrees to pay the utility

provider's charges and fees for installation of the service line.

(b) In constructing the Access Drive and installing utilities therein, Grantee shall take all reasonable steps to minimize noise and both physical and visual impact on the Grantor Property and, in particular upon their driveway. By way of example and not limitation, retaining walls, cuts, and fills will be kept to a minimum, and the slope of Grantors' driveway will not be increased. Access to the Grantor Property shall not be interrupted unless absolutely necessary and never for more than six hours at a time during construction, except with the prior consent of Grantor. At least twenty-four hours' advance notice shall be given to Grantors before any work that will keep them from free passage along their driveway and Alpine Lane is undertaken. Additionally, Grantee shall designate a representative who shall have the authority to address and resolve day-to-day issues during construction such as loud music, trash, or failure to take safety measures. The name and cell phone number of such individual shall be given to Grantors.

(c) Upon Grantee's completion of construction of the Access Drive and installation of underground utilities, disturbed areas will be re-vegetated with native grasses so as to blend in with the remainder of the Grantor Property. All trees removed during the construction process shall be replaced with new trees of the same species, each of which shall be no less than ten feet in height, of nursery stock, and be accompanied by a one-year warranty to Grantors, provided that Grantors shall be responsible for watering such trees.

(d) Following initial construction and completion of the Access Drive, no trash, litter or debris shall be deposited or allowed to accumulate upon the Access Drive as a result of Grantee's acts or its use and passage upon the Access Drive, and Grantee shall remove and otherwise keep the Access Drive free and clear of trash, litter and debris that results from Grantee's use.

(e) Whenever Grantee undertakes any construction or maintenance of the Access Drive pursuant to its obligations hereunder, it will defend and indemnify Grantors from and against any resulting mechanic's lien claims made against the interests of Grantors in the Grantor Property (or any portion thereof or interest therein).

(f) Grantee shall use the Access Drive so as not to endanger Grantors, their family, pets and their property. In particular Grantee shall take all reasonable steps to avoid travel at excessive speeds along the Access Drive by anyone using the same.

(g) Grantee also agrees to indemnify and hold Grantors harmless from and against any and all liability for personal injury or property damage arising from and in connection with Grantee's use or occupancy of the easement properties described herein or that of Grantee's agents or invitees.

4. Term, Binding Effect. Except as otherwise expressly stated herein, the term of the Access Easements and this Agreement shall be in perpetuity. The Road Easements, this Agreement, and the rights, interests and obligations of the parties hereunder, shall touch and concern and run with the land as a benefit and burden to the respective Properties of the Owners, and shall be binding upon successors in ownership. Whenever any Owner is composed of more than one party, or there is more than one Owner of either Property, the liability for the obligations of the applicable Owner(s) shall be joint and several.

4

5. Remedies. In any action for the enforcement of any covenant, condition or agreement contained in this Agreement, either party may proceed to protect and enforce its rights either by suit in equity or by action at law, or both, whether for the specific performance, for damages, or to enforce any other legal or equitable right established herein. In the event of any litigation between the parties relating to this Agreement, the prevailing party shall be entitled to costs and reasonable expert and attorneys' fees incurred in connection with such litigation.

6. Substitute Performance. If Grantee shall default in the performance of any covenant contained herein and to be performed on Grantee's part, Grantors may, after ten (10) days' notice to Grantee, or without notice if in Grantors' opinion an emergency exists, perform the same without liability to Grantee. Any amount paid by Grantors in so performing, together with interest thereon at the rate of ten percent (10%) per annum shall be due and payable by Grantee upon demand and submission to Grantee of written evidence of Grantors' expense. The provisions hereof shall neither impose a duty on Grantors nor excuse any failure on Grantee's part to perform or observe any covenant or condition contained in this Agreement on Grantee's part to be performed or observed.

7. Modification. The rights and obligations described herein shall not be modified except in a writing signed by all parties.

8. Quitclaim of Interests Obtained by Earlier Recorded Documents. Except as set forth herein, and effective upon the recording of the supplement described in Section 2(b) of this Agreement, Grantee hereby conveys and quit claims to Grantor any and all rights obtained by Grantee with respect to the Grantor Property by virtue of historical usage or previously recorded documents, in particular those documents recorded at Reception No. 87103979 and Reception No. 90065868 of the records of the Clerk and Recorder for the County of Jefferson, State of Colorado.

9. Grantor warrants that it has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee, subject to title matters existing as of the date hereof, in the exercise of its rights hereunder against any defect in its title to the land arising by, through or under Grantor or its rights to make the grant hereinabove contained arising on or after the date hereof.

10. Governing Law. The terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed and made this Easement Agreement as of the day, month and year first above written.

5

GRANTORS:

Charlene R. Pasco

Charlene R. Pasco

Robert H. Pasco

Robert H. Pasco

STATE OF COLORADO)

COUNTY OF Jefferson)ss

The foregoing instrument was acknowledged before me this 2nd day of January 2006 by Charlene R. Pasco and Robert H. Pasco, Grantors.

(Seal)

Witness my hand and seal.

My commission expires: 5-9-06

Rewa Ward
Notary Public



Exhibit A

Grantor Property

That part of the North half of the Southeast quarter of Section 31, Township 4 South, Range 71 West of the 6th P.M., Jefferson County, Colorado, described as follows:
BEGINNING at the North 1/16 corner of the Southeast Quarter of Section 31 from which the East quarter corner of Section 31 bears North 89°38'12" East 1,310.39 feet;
thence North 89°38'12" East 20.00 feet along the North line of the Northeast quarter of the Southeast quarter of Section 31;
thence South 15°14'47" East 248.33 feet;
thence South 72°47'30" West 439.36 feet;
thence South 02°32'30" West 400.60 feet;
thence South 20°20'00" West 46.00 feet to a Point of Curvature to the right whence the center of the circle of which the curve is an arc bears North 69°40'00" West 152.00 feet;
thence Southerly, Southwesterly and Westerly along the arc of said curve 151.43 feet to a Point of Tangency;
thence South 77°25'13" West 94.99 feet to a Point of Curvature to the left whence the center of the circle of which the curve is an arc bears South 12°34'47" East 75.00 feet;
thence Westerly, Southwesterly and Southerly along the arc of said curve 88.25 feet to a point on the South line of the North half of the South half of the Northwest quarter of the Southeast quarter of Section 31;
thence South 89°22'27" West 50.88 feet along the said South line;
thence North 15°00'00" West 400.00 feet;
thence North 14°09'52" East 341.88 feet;
thence North 32°30'29" East 245.14 feet;
thence North 23°49'37" East 66.35 feet to a point on the North line of the Northwest quarter of the Southeast quarter of Section 31;
thence North 89°31'38" East 540.00 feet along the said North line to the POINT OF BEGINNING.

7

Exhibit B

Grantee Property

A parcel of land located within the Northeast Quarter of the Southeast Quarter of Section 31, Township 4 South, Range 71 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, Parent Parcel recorded in Book 480 at Page 828 of said County Records, being more particularly described as follows:

8

Commencing at the East Quarter corner of said Section 31, being a found in place stone per said County Monument Records;
Thence along the East line of said Section South $01^{\circ}22'33''$ East, with all bearings contained herein relative thereto, a distance of 651.79 feet, to the True Point of Beginning;
Thence continuing South $01^{\circ}22'33''$ East a distance 651.78 feet to the Southeast corner of the Northwest Quarter of said Southeast Quarter, being a found $2\frac{1}{2}''$ diameter brass cap;
Thence along the South line of said Northeast Quarter of the Southeast Quarter South $89^{\circ}20'30''$ West a distance of 1127.60 feet to a found $1\frac{1}{2}''$ diameter aluminum cap L.S. 9025;
Thence North $00^{\circ}05'16''$ West a distance of 599.63 feet to a found $1\frac{1}{2}''$ diameter aluminum cap L.S. 9025;
Thence North $15^{\circ}16'57''$ West a distance of 56.64 feet;
Thence North $89^{\circ}28'38''$ East a distance of 1127.77 feet to the True Point of Beginning.

EXHIBIT

C

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUIT CLAIM DEED TO ROBERT H. PASCO AND CHARLENE R. PASCO RECORDED SEPTEMBER 18, 2002 AT RECEPTION NO. F1567185 IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 71 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

9

COMMENCING AT THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 31, WHENCE THE CENTER EAST SIXTEENTH CORNER OF SAID SECTION 31 BEARS NORTH 01°07'15" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 63°49'37" WEST 725.95 FEET TO THE NORTHEAST CORNER OF GREYSTONE ESTATES, 1ST FILING, RECORDED AT RECEPTION NO. 415918 IN SAID OFFICE OF THE CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID GREYSTONE ESTATES, 1ST FILING, SOUTH 89°14'36" WEST 50.90 FEET TO THE WESTERLY BOUNDARY OF A 50-FOOT WIDE INGRESS, EGRESS, AND UTILITY EASEMENT DESCRIBED IN THE WARRANTY DEED TO STEVEN R. WEINER AND VICKI L. JOHNSTON RECORDED FEBRUARY 3, 1997 AT RECEPTION NO. F0365984 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE WESTERLY AND NORTHWESTERLY BOUNDARIES OF SAID EASEMENT THE FOLLOWING 6 COURSES:

- 1) NORTH 09°54'47" EAST 8.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET;
- 2) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°25'00" AN ARC LENGTH OF 147.08 FEET;
- 3) TANGENT TO SAID CURVE, NORTH 77°19'47" EAST 95.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 102.00 FEET;
- 4) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°05'00" AN ARC LENGTH OF 101.62 FEET;
- 5) TANGENT TO SAID CURVE, NORTH 20°14'47" EAST 46.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET;
- 6) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°46'42" AN ARC LENGTH OF 76.41 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. F1567185;

THENCE ALONG SAID EASTERLY BOUNDARY, NON-TANGENT TO SAID CURVE, SOUTH 02°27'17" WEST 72.66 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID EASEMENT AND THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. F1567185;

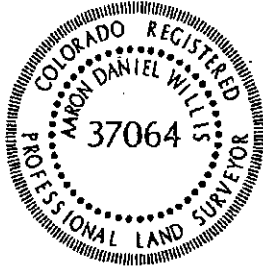
THENCE ALONG THE SOUTHEASTERLY AND SOUTHERLY BOUNDARIES OF SAID EASEMENT AND SAID PARCEL OF LAND THE FOLLOWING 4 COURSES:

- 1) SOUTH 20°14'36" WEST 46.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 152.00 FEET;

- 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°05'00" AN ARC LENGTH OF 151.44 FEET;
- 3) TANGENT TO SAID CURVE, SOUTH 77°19'36" WEST 95.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET;
- 4) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°40'53" AN ARC LENGTH OF 87.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.495 ACRES (21,542 SQ. FT.), MORE OR LESS.

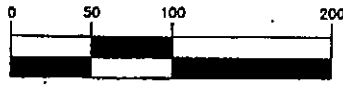
EXHIBIT ATTACHED AND MADE A PART HEREOF.



AARON D. WILLIS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, P.L.S. 37064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

CEN E 1/16 COR. SEC 31
T4S, R71W, 6TH PM



1 inch = 100 ft.

REC. NO.
F0365984

50' NON-EXCLUSIVE EASEMENT
FOR INGRESS, EGRESS, AND
UTILITIES, PER REC. NO. F0365984

$\Delta=43^{\circ}46'42''$ R=100.00' L=76.41'

PARCEL CONTAINS
0.495 ACRES (21,542 SQ.FT),
MORE OR LESS.

N20'14'47"E 46.00'

S02'27'17"W 72.66'

REC. NO. F1567185

$\Delta=57^{\circ}05'00''$ R=102.00' L=101.62'

REC. NO.
F0365984

S20'14'36"W
46.00'

N77'19'47"E 95.00'

$\Delta=57^{\circ}05'00''$ R=152.00' L=151.44'

REC. NO.
F1567185

50' EASEMENT FOR
INGRESS, EGRESS, AND
UTILITIES, PER
REC. NO. F0365984

$\Delta=67^{\circ}25'00''$
R=125.00'
L=147.08'

S77'19'36"W
95.00'

N09'54'47"E 8.47'

$\Delta=66^{\circ}40'53''$ R=75.00' L=87.29'

REC. NO.
93158952

S89'14'36"W 50.90'

POINT OF
BEGINNING

N63'49'37"W

LOT 11

E'LY LINE, NW 1/4, SE 1/4, SEC 31,
T4S, R71W, 6TH PM
(BASIS OF BEARINGS) N01'07'15"W

725.95'

NW 1/4, SE 1/4, SEC 31
T4S, R71W, 6TH PM

ALPINE LANE

LOT 13

POINT OF
COMMENCEMENT
SE 1/16 COR. SEC 31
T4S, R71W, 6TH PM

GREYSTONE ESTATES,
1ST FILING
REC. NO. 415918

PATH: P:\23704-01\DWG
DWG NAME: PASCO EASE
DWG: A.D.W. CHK: J.R.W.
DATE: 04-07-05
SCALE: 1" = 100'



AzTec CONSULTANTS, inc.

8000 South Lincoln Street, Unit 5
Littleton, Colorado 80122
Phone: (303) 713-1898 Fax: (303) 713-1897

LEGAL EXHIBIT
MYSTIC RIDGE

JEFFERSON COUNTY, COLORADO

JOB NUMBER 23704-01

3 OF 3 SHEETS



R \$56.00

D \$0.00

2006006206

01/17/2006 04:24:38 PM 11 Page(s) EASE
Jefferson County, Colorado

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of the 2nd day of January 2006, by and between Charlene R. Pasco and Robert H. Pasco ("Grantors"), and MH Alpine, LLC, a Colorado limited liability company the address of which is 7887 East Belleview Avenue, Suite 800, Englewood, Colorado 80111 ("Grantee").

RECITALS

56.00
PC

1-11

A. Grantors are the owner of certain real property located in Jefferson County, Colorado that is legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property"). Grantee is the owner of certain real property also situated in Jefferson County, Colorado, that is legally described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantee Property"). The Grantor Property and the Grantee Property are sometimes referred to hereinafter together as the "Properties" and in the singular as a "Property." Grantors and Grantee, and their respective successors in the ownership of their respective Properties from time to time, are sometimes referred to hereinafter collectively and in the singular as the "Owner(s)," and references herein to Grantors and Grantee will include their respective successor Owners unless otherwise specifically stated.

B. Alpine Lane, provides access to the Grantor Property. Grantee, in the use of the Grantee Property, would benefit from an access right over the Grantor Property to provide ingress and egress to and from Alpine Lane.

C. Grantors have determined, in accordance with the terms of this Agreement, to grant Grantee easements in furtherance of furnishing a portion of the access route to the Grantee Property as set forth above.

NOW, THEREFORE, for and in consideration of the sum of Eighteen Thousand Dollars (\$18,000.00) in hand paid by Grantee to Grantor and the above premises and the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, Grantee and Grantors mutually agree as follows:

1. Road Easements.

(a) Grantors hereby grant and convey to Grantee, for the benefit of the Grantee Property, an irrevocable, non-exclusive easement in, over and across that portion of the Grantor Property described in Exhibit C attached hereto and incorporated herein by this reference (the "Road Easement") for the following purposes:

(i) For purposes of surveying, engineering and constructing the "Access Drive," as defined below.

(30480.75.12/15/2005 10:02 AM.SARO.A0215007.DOC;2)

WHEN RECORDED, PLEASE RETURN TO:
MARSHA WHITAKER
LOTTNER RUBIN FISHMAN BROWN & SAUL P.C.
633 17TH STREET, SUITE 2700
DENVER, CO 80202

RECORDED DATE 1-23-2006
Using code on label

(ii) For re-vegetation, maintenance, and repair work as herein provided.

2

(iii) For ingress, egress, emergency access, and underground utilities easement upon, over, under and across the "Access Drive," as defined below for the purposes of furnishing a portion of the route necessary to provide direct pedestrian, equestrian and vehicular access ingress and egress and for the installation, maintenance and replacement of underground utilities between Alpine Lane and the Grantee Property.

(b) As stated above, the Road Easement shall each be non-exclusive, and Grantors, for themselves and their heirs and assigns, and all parties claiming through or under them, will retain and reserve all rights to use and enjoy the Grantor Property for any purposes which do not materially interfere with the use and enjoyment the Road Easement.

2. Access Drive.

(a) The "Access Drive" shall mean a road with a right of way 25 feet in width and an all weather traveled surface no more than sixteen (16) feet in width with two – 2 foot wide shoulders on either side of the traveled surface, to be constructed by Grantee within the Road Easement in compliance with paragraph 3 below.

(b) The Access Drive, together with the rights and obligations as described herein, is appurtenant to and shall run with the Grantee Property. Neither the Road Easement nor the Access Drive may be expanded without the consent of Grantors, which consent may be withheld in the sole and absolute discretion of Grantor. By way of example and not limitation, the following shall be considered prohibited expansions of usage: usage of the Grantee Property for any non-residential purpose and usage of the Grantee Property for more than two single-family households. Additionally, neither the Access Drive nor the Road Easement shall be gated.

3. Construction, Maintenance and Use.

(a) Grantee, at its sole expense and over a construction period not to exceed ninety (90) days, subject to force majeure delays, and exclusive of final grading and surfacing which may be delayed until construction on the Grantee Property is completed, will construct the Access Drive in accordance with the applicable construction standards of Jefferson County for private roads. Grantee shall cause utility services (which may include gas, electricity, and telephone services) to be installed underground within the Access Drive to serve the Grantee Property. In this regard, Grantee also shall cause the public utility provider to extend a ¾ inch single residential natural gas service line from the Alpine Lane right-of-way to the Grantor Property and Grantee agrees to pay the utility

provider's charges and fees for installation of the service line.

3

(b) In constructing the Access Drive and installing utilities therein, Grantee shall take all reasonable steps to minimize noise and both physical and visual impact on the Grantor Property and, in particular upon their driveway. By way of example and not limitation, retaining walls, cuts, and fills will be kept to a minimum, and the slope of Grantors' driveway will not be increased. Access to the Grantor Property shall not be interrupted unless absolutely necessary and never for more than six hours at a time during construction, except with the prior consent of Grantor. At least twenty-four hours' advance notice shall be given to Grantors before any work that will keep them from free passage along their driveway and Alpine Lane is undertaken. Additionally, Grantee shall designate a representative who shall have the authority to address and resolve day-to-day issues during construction such as loud music, trash, or failure to take safety measures. The name and cell phone number of such individual shall be given to Grantors.

(c) Upon Grantee's completion of construction of the Access Drive and installation of underground utilities, disturbed areas will be re-vegetated with native grasses so as to blend in with the remainder of the Grantor Property. All trees removed during the construction process shall be replaced with new trees of the same species, each of which shall be no less than ten feet in height, of nursery stock, and be accompanied by a one-year warranty to Grantors, provided that Grantors shall be responsible for watering such trees.

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(e) Whenever Grantee undertakes any construction or maintenance of the Access Drive pursuant to its obligations hereunder, it will defend and indemnify Grantors from and against any resulting mechanic's lien claims made against the interests of Grantors in the Grantor Property (or any portion thereof or interest therein).

(f) Grantee shall use the Access Drive so as not to endanger Grantors, their family, pets and their property. In particular Grantee shall take all reasonable steps to avoid travel at excessive speeds along the Access Drive by anyone using the same.

(g) Grantee also agrees to indemnify and hold Grantors harmless from and against any and all liability for personal injury or property damage arising from and in connection with Grantee's use or occupancy of the easement properties described herein or that of Grantee's agents or invitees.

4. Term, Binding Effect. Except as otherwise expressly stated herein, the term of the Access Easements and this Agreement shall be in perpetuity. The Road Easements, this Agreement, and the rights, interests and obligations of the parties hereunder, shall touch and concern and run with the land as a benefit and burden to the respective Properties of the Owners, and shall be binding upon successors in ownership. Whenever any Owner is composed of more than one party, or there is more than one Owner of either Property, the liability for the obligations of the applicable Owner(s) shall be joint and several.

5. Remedies. In any action for the enforcement of any covenant, condition or agreement contained in this Agreement, either party may proceed to protect and enforce its rights either by suit in equity or by action at law, or both, whether for the specific performance, for damages, or to enforce any other legal or equitable right established herein. In the event of any litigation between the parties relating to this Agreement, the prevailing party shall be entitled to costs and reasonable expert and attorneys' fees incurred in connection with such litigation.

6. Substitute Performance. If Grantee shall default in the performance of any covenant contained herein and to be performed on Grantee's part, Grantors may, after ten (10) days' notice to Grantee, or without notice if in Grantors' opinion an emergency exists, perform the same without liability to Grantee. Any amount paid by Grantors in so performing, together with interest thereon at the rate of ten percent (10%) per annum shall be due and payable by Grantee upon demand and submission to Grantee of written evidence of Grantors' expense. The provisions hereof shall neither impose a duty on Grantors nor excuse any failure on Grantee's part to perform or observe any covenant or condition contained in this Agreement on Grantee's part to be performed or observed.

7. Modification. The rights and obligations described herein shall not be modified except in a writing signed by all parties.

8. Quitclaim of Interests Obtained by Earlier Recorded Documents. Except as set forth herein, and effective upon the recording of the supplement described in Section 2(b) of this Agreement, Grantee hereby conveys and quit claims to Grantor any and all rights obtained by Grantee with respect to the Grantor Property by virtue of historical usage or previously recorded documents, in particular those documents recorded at Reception No. 87103979 and Reception No. 90065868 of the records of the Clerk and Recorder for the County of Jefferson, State of Colorado.

9. Grantor warrants that it has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee, subject to title matters existing as of the date hereof, in the exercise of its rights hereunder against any defect in its title to the land arising by, through or under Grantor or its rights to make the grant hereinabove contained arising on or after the date hereof.

10. Governing Law. The terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed and made this Easement Agreement as of the day, month and year first above written.

5

GRANTORS:

Charlene R. Pasco

Charlene R. Pasco

Robert H. Pasco

Robert H. Pasco

STATE OF COLORADO)

COUNTY OF Jefferson)ss

The foregoing instrument was acknowledged before me this 2nd day of January 2006 by Charlene R. Pasco and Robert H. Pasco, Grantors.

(Seal)

Witness my hand and seal.
My commission expires: 5-9-06

Rewa Ward
Notary Public



GRANTEE:

MH Alpine, LLC

a Colorado limited liability company

By: MACKENZIE HOUSE, LLC - MANAGING MEMBER

By: Tim Yeager

Title: COO

le

STATE OF COLORADO)

)ss

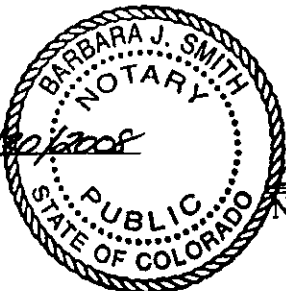
COUNTY OF Alamosa)

The foregoing instrument was acknowledged before me this 3rd day of Jan, 2008 by Tim Yeager as Agent of MH Alpine, LLC, a Colorado limited liability company, Grantee.

(Seal)

Witness my hand and seal.

My commission expires: 3/30/2008



Barbara Smith
Notary Public

My Commission Expires 03/30/2008

Exhibit A

Grantor Property

1

That part of the North half of the Southeast quarter of Section 31, Township 4 South, Range 71 West of the 6th P.M., Jefferson County, Colorado, described as follows:
BEGINNING at the North 1/16 corner of the Southeast Quarter of Section 31 from which the East quarter corner of Section 31 bears North 89°38'12" East 1,310.39 feet;
thence North 89°38'12" East 20.00 feet along the North line of the Northeast quarter of the Southeast quarter of Section 31;
thence South 15°14'47" East 248.33 feet;
thence South 72°47'30" West 439.36 feet;
thence South 02°32'30" West 400.60 feet;
thence South 20°20'00" West 46.00 feet to a Point of Curvature to the right whence the center of the circle of which the curve is an arc bears North 69°40'00" West 152.00 feet;
thence Southerly, Southwesterly and Westerly along the arc of said curve 151.43 feet to a Point of Tangency;
thence South 77°25'13" West 94.99 feet to a Point of Curvature to the left whence the center of the circle of which the curve is an arc bears South 12°34'47" East 75.00 feet;
thence Westerly, Southwesterly and Southerly along the arc of said curve 88.25 feet to a point on the South line of the North half of the South half of the Northwest quarter of the Southeast quarter of Section 31;
thence South 89°22'27" West 50.88 feet along the said South line;
thence North 15°00'00" West 400.00 feet;
thence North 14°09'52" East 341.88 feet;
thence North 32°30'29" East 245.14 feet;
thence North 23°49'37" East 66.35 feet to a point on the North line of the Northwest quarter of the Southeast quarter of Section 31;
thence North 89°31'38" East 540.00 feet along the said North line to the POINT OF BEGINNING.

Exhibit B

8

Grantee Property

A parcel of land located within the Northeast Quarter of the Southeast Quarter of Section 31, Township 4 South, Range 71 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, Parent Parcel recorded in Book 480 at Page 828 of said County Records, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 31, being a found in place stone per said County Monument Records;
Thence along the East line of said Section South $01^{\circ}22'33''$ East, with all bearings contained herein relative thereto, a distance of 651.79 feet, to the True Point of Beginning;
Thence continuing South $01^{\circ}22'33''$ East a distance 651.78 feet to the Southeast corner of the Northwest Quarter of said Southeast Quarter, being a found 2 1/2" diameter brass cap;
Thence along the South line of said Northeast Quarter of the Southeast Quarter South $89^{\circ}20'30''$ West a distance of 1127.60 feet to a found 1 1/2" diameter aluminum cap L.S. 9025;
Thence North $00^{\circ}05'16''$ West a distance of 599.63 feet to a found 1 1/2" diameter aluminum cap L.S. 9025;
Thence North $15^{\circ}16'57''$ West a distance of 56.64 feet;
Thence North $89^{\circ}28'38''$ East a distance of 1127.77 feet to the True Point of Beginning.

EXHIBIT

C

9

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUIT CLAIM DEED TO ROBERT H. PASCO AND CHARLENE R. PASCO RECORDED SEPTEMBER 18, 2002 AT RECEPTION NO. F1567185 IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 71 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 31, WHENCE THE CENTER EAST SIXTEENTH CORNER OF SAID SECTION 31 BEARS NORTH 01°07'15" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 63°49'37" WEST 725.95 FEET TO THE NORTHEAST CORNER OF GREYSTONE ESTATES, 1ST FILING, RECORDED AT RECEPTION NO. 415918 IN SAID OFFICE OF THE CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID GREYSTONE ESTATES, 1ST FILING, SOUTH 89°14'36" WEST 50.90 FEET TO THE WESTERLY BOUNDARY OF A 50-FOOT WIDE INGRESS, EGRESS, AND UTILITY EASEMENT DESCRIBED IN THE WARRANTY DEED TO STEVEN R. WEINER AND VICKI L. JOHNSTON RECORDED FEBRUARY 3, 1997 AT RECEPTION NO. F0365984 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE WESTERLY AND NORTHWESTERLY BOUNDARIES OF SAID EASEMENT THE FOLLOWING 6 COURSES:

- 1) NORTH 09°54'47" EAST 8.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET;
- 2) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°25'00" AN ARC LENGTH OF 147.08 FEET;
- 3) TANGENT TO SAID CURVE, NORTH 77°19'47" EAST 95.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 102.00 FEET;
- 4) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°05'00" AN ARC LENGTH OF 101.62 FEET;
- 5) TANGENT TO SAID CURVE, NORTH 20°14'47" EAST 46.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET;
- 6) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°46'42" AN ARC LENGTH OF 76.41 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. F1567185;

THENCE ALONG SAID EASTERLY BOUNDARY, NON-TANGENT TO SAID CURVE, SOUTH 02°27'17" WEST 72.66 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID EASEMENT AND THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. F1567185;

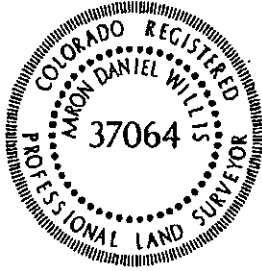
THENCE ALONG THE SOUTHEASTERLY AND SOUTHERLY BOUNDARIES OF SAID EASEMENT AND SAID PARCEL OF LAND THE FOLLOWING 4 COURSES:

- 1) SOUTH 20°14'36" WEST 46.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 152.00 FEET;

- 10
- 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°05'00" AN ARC LENGTH OF 151.44 FEET;
 - 3) TANGENT TO SAID CURVE, SOUTH 77°19'36" WEST 95.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET;
 - 4) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°40'53" AN ARC LENGTH OF 87.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.495 ACRES (21,542 SQ. FT.), MORE OR LESS.

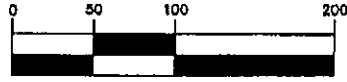
EXHIBIT ATTACHED AND MADE A PART HEREOF.



AARON D. WILLIS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, P.L.S. 37064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

CEN E 1/16 COR. SEC 31
T4S, R71W, 6TH PM



1 inch = 100 ft.

50' NON-EXCLUSIVE EASEMENT
FOR INGRESS, EGRESS, AND
UTILITIES, PER REC. NO. F0365984

$\Delta=43^{\circ}46'42''$ R=100.00' L=76.41'

PARCEL CONTAINS
0.495 ACRES (21,542 SQ.FT),
MORE OR LESS.

N20°14'47"E 46.00'

S02°27'17"W 72.66'

REC. NO. F1567185

$\Delta=57^{\circ}05'00''$ R=102.00' L=101.62'

REC. NO. F0365984

N77°19'47"E 95.00'

$\Delta=57^{\circ}05'00''$ R=152.00' L=151.44'

REC. NO. F1567185

$\Delta=67^{\circ}25'00''$
R=125.00'
L=147.08'

50' EASEMENT FOR
INGRESS, EGRESS, AND
UTILITIES, PER
REC. NO. F0365984

N09°54'47"E 8.47'

S77°19'36"W
95.00'

$\Delta=66^{\circ}40'53''$ R=75.00' L=87.29'

S89°14'36"W 50.90'

REC. NO. 93158952

POINT OF
BEGINNING

N63°49'37"W

LOT 11

ALPINE LANE

LOT 13

NW 1/4, SE 1/4, SEC 31
T4S, R71W, 6TH PM

GREYSTONE ESTATES,
1ST FILING
REC. NO. 415918

POINT OF
COMMENCEMENT
SE 1/16 COR. SEC 31
T4S, R71W, 6TH PM

E'LY LINE, NW 1/4, SE 1/4, SEC 31,
T4S, R71W, 6TH PM
(BASIS OF BEARINGS) N01°07'15"W

PATH: P:\23704-01.dwg
DWG NAME: PASCO EASE
DWG: A.D.W. CHK: J.R.W.
DATE: 04-07-05
SCALE: 1" = 100'



AzTEC CONSULTANTS, inc.

8000 South Lincoln Street, Unit 5
Littleton, Colorado 80122
Phone: (303) 713-1818 Fax: (303) 713-1897

LEGAL EXHIBIT

MYSTIC RIDGE
JEFFERSON COUNTY, COLORADO

JOB NUMBER 23704-01

3 OF 3 SHEETS



R \$0.00

D \$0.00

EASE

2006110300

09/08/2006 03:14:19 PM 3 Page(s)

Jefferson County, Colorado

EMERGENCY ACCESS, UTILITY AND DRAINAGE EASEMENT DEED

ED67-2006

ED06-118815DE

3

Walter

KNOW ALL MEN BY THESE PRESENTS, that Charlene R. Pasco and Robert H. Pasco (the Grantor) for and in consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to the County of Jefferson, a body politic and corporate under the laws of the State of Colorado, whose address is 100 Jefferson County Parkway, Golden, Colorado 80419 (the Grantee) and its successors and assigns, a non-exclusive easement on, under, over and across a parcel of land, described below, for use and passage of service and emergency vehicles (either public or private) and for utility and drainage purposes together with the appurtenances thereto, including the right for the County or its contractors to enter upon said parcel of land for the purpose of constructing, maintaining and repairing a street/road, utilities, and drainage system. It is expressly understood that the construction, maintenance and repair of the street/road, utilities, and drainage facilities thereon required by Jefferson County, shall be the responsibility of MH Alpine, LLC, a Colorado limited liability company, whose address is 7887 E. Belleview Ave., Suite 1275, Englewood, Colorado 80111, its assigns or successors-in-interest to fee title ownership of Lots 1 and 2, Estates at Bergen Mountain, Jefferson County, Colorado. It is further understood that the acceptance of this deed shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any street/road, utilities or drainage facilities in the easement. Grantor, its successors and/or assigns, reserves the right to use the surface of said parcel for any purpose which does not conflict with the use of the easement hereby granted and which does not unreasonably interfere with the easement hereby granted, including but not limited to, the right to grant other easements on, under, over and across the following described parcel:

1.3

An Access Drive right-of-way 25 feet in width containing a traveled surface no more than sixteen (16) feet in width with two-2 foot wide shoulders on either side of the traveled surface, as constructed within on, over, across and through that "Road Easement" as granted by the Grantor under that certain Easement Agreement recorded January 17, 2006 at Reception No. 200600620 in the real property records of Jefferson County, Colorado.

GRANTOR:

Charlene R. Pasco

Charlene R. Pasco

Robert H. Pasco

Robert H. Pasco

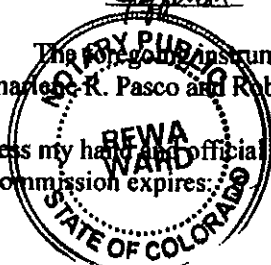
STATE OF COLORADO)

) ss

COUNTY OF *Jefferson*)

The foregoing instrument was acknowledged before me this 14th day of June, 2006, by Charlene R. Pasco and Robert H. Pasco.

Witness my hand and official seal.
My commission expires: 9-10



Lewa Ward

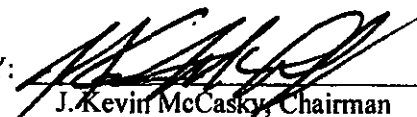
Notary Public

This deed is accepted this 8TH day of SEPTEMBER, 2006.

GRANTEE:

COUNTY OF JEFFERSON, STATE OF COLORADO,

BY:



J. Kevin McCasky, Chairman
Board of County Commissioners

2

Approved as to form:



ASSISTANT COUNTY ATTORNEY

EXHIBIT "A"

That part of the North half of the Southeast quarter of Section 31, Township 4 South, Range 71 West of the 6th P.M., Jefferson County, Colorado described as follows: 2

BEGINNING at the North 1/16 corner of the Southeast Quarter of Section 31 from which the East quarter corner of Section 31 bears North 89°38'12" East 1,310.39 feet;
 thence North 89°38'12" East 20.00 feet along the North line of the Northeast Quarter of the Southeast Quarter of Section 31; 2
 thence South 15°14'47" East 248.33 feet;
 thence South 72°47'30" West 439.36 feet;
 thence South 02°32'30" West 400.60 feet;
 thence South 20°20'00" West 46.00 feet to a Point of Curvature to the right whence the center of the circle of which the curve is an arc bears North 69°40'00" West 152.00 feet;
 thence Southerly, Southwesterly and Westerly along the arc of said curve 151.43 feet to a Point of Tangency;
 thence South 77°25'13" West 94.99 feet to a Point of Curvature to the left whence the center of the circle of which the curve is an arc bears South 12°34'47" East 75.00 feet;
 thence Westerly, Southwesterly and Southerly along the arc of said curve 88.25 feet to a point on the South line of the North half of the South half of the Northwest quarter of the Southeast quarter of Section 31;
 thence South 89°22'27" West 50.88 feet along the said South line;
 thence North 15°00'00" West 400.00 feet;
 thence North 14°09'52" East 341.88 feet;
 thence North 32°30'29" East 245.14 feet;
 thence North 23°49'37" East 66.35 feet to a point on the North line of the Northwest quarter of the Southeast quarter of Section 31;
 thence North 89°31'38" East 540.00 feet along the said North line to the POINT OF BEGINNING

SUBJECT to easements for ingress and egress and utilities as shown on Exhibit B attached hereto. Subject to existing easement for horseback riding and hiking over road easements over northerly portion of Tract 2 and 30 ft. wide along most easterly line of Tract 2 as shown on Exhibit B. Subject to platting Exemption Agreement bearing Reception No. 87103979 and Protective Covenants bearing Reception No. 806565. Horses may be kept on the southerly portion of Tract 1.

Sellers reserve for themselves, their heirs and assigns easements for ingress and egress, utilities and horseback riding over Bergen Mountain Lane and the 50 ft. wide road and utility easement running easterly from Bergen Mountain Lane to the most easterly boundary of Tract 2 as shown on the Platting Exemption Agreement Plat bearing reception No. 87103979. Sellers also reserve for themselves, their heirs and assigns an easement 30 feet in width for horseback riding along the said most easterly boundary of Tract 2. Horseback riding easement shall not be used for any commercial business purposes. Sellers reserve for themselves, their heirs and assigns an easement for ingress and egress and utilities over the 50 foot wide driveway easement lying along the southerly boundary of Tract 2 as shown on the said Platting Exemption Agreement Plat.

Purchasers agree that Tract 2 shall be subject to the terms and conditions of the Road Maintenance Agreement bearing reception no. 89020800 in the event that Bergen Mountain Lane is used for access to a residence on Tract 2.

POOR COPY

copy