



SCHEDULE A

Title Report No.: 370-F01001-24

1. **Effective Date:** February 14, 2024 at 08:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:
 Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:
 [NEW BREED RANCH, INC., a Colorado corporation](#)
4. The land referred to in this Title Report is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
 (for informational purposes only) 3250 Shoup Rd, Colorado Springs, CO 80908-3710

EXHIBIT "A"
Legal Description

A parcel of land in the South one half of Section 10, Township 12 South, Range 66 West of the 6th Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Beginning at the Southeast corner of Lot 11, New Breed Ranch Filing One, recorded in the El Paso County Clerk and Recorder's office on June 03, 2002 under Reception Number 202089110 and considering the East line of Abert Estates from the Northwest Corner of Section 15 to the Northeasterly corner of Lot 21, as monumented and described on said Filing One to bear North 00° 49' 55" West, with all bearings contained herein relative thereto;

Thence Easterly along the North right of way line of Meadow Run Circle and along the arc of a curve to the left a distance of 203.27 feet to a point of tangent, said curve has a radius of 570.00 feet and a central angle of 20° 25' 56";

Thence North 78° 49' 00" East along said North right of way line and along said tangent a distance of 201.09 feet to the Northeast corner of Meadow Run Circle as platted in said Filing One;

Thence continuing North 78° 49' 00" East along said right of way line and said tangent now in New Breed Ranch Filing Two, recorded June 6th, 2013 under Reception Number 213713330, a distance of 344.97 feet to a point of curve;

Thence Easterly along the arc of a curve to the right a distance of 217.21 feet, said curve has a radius of 630.00 feet and a central angle of 19° 45' 14" to a point of reverse curve;

Thence Easterly along the arc of a curve to the left a distance of 204.27 feet, said curve has a radius of 570.00 feet and a central angle of 20° 31' 58" to the Southerly corner of Lot 11, said Filing Two;

Thence leaving said right of way line and along the West line of Filing Two the following 4 courses:

Thence North 11° 57' 44" West a distance of 431.17 feet;

Thence North 55° 16' 25" East a distance of 369.76 feet;

Thence North 35° 15' 41" West a distance of 188.74 feet;

Thence North 35° 28' 30" East a distance of 342.73 feet to the Northwest corner of Lot 10;

Thence North 61° 41' 56" West, leaving said Filing Two a distance of 1043.78 feet to a point on the East line of Lot 8, New Breed Ranch Filing One that is 153.32 feet Southwest of the Northeast corner of said Lot 8;

Thence Southwesterly along the East line of said Filing One the following 4 courses:

Thence South 28° 18' 04" West a distance of 561.87 feet;

Thence South 15° 46' 29" West a distance of 386.12 feet;

Thence South 11° 51' 54" West a distance of 418.88 feet;

Thence South 11° 51' 54" West a distance of 413.40 feet to the Point of Beginning.

To be known as New Breed Ranch Filing Three, County of El Paso, State of Colorado.

SCHEDULE B Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Covenants, conditions, restrictions and lien rights but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, and any and all amendments thereto, as set forth in the document

Recording Date: June 3, 2002
Recording No: [202089108](#)
3. An easement for perpetual right of way and incidental purposes, as excepted and reserved in instrument recorded April 29, 1931 in [Book 854 Page 535](#).
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: utilities
Recording Date: August 27, 1968
Recording No: [Book 2250 Page 686](#)
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: electric transmission lines
Recording Date: August 21, 1961
Recording No: [Book 1873 Page 210](#)
6. Terms, conditions, provisions, agreements and obligations and easements contained in the Declaration of Easement as set forth below:

Recording Date: September 3, 1992
Recording No: [Book 6035 Page 212](#)
7. Terms, conditions, provisions, agreements and obligations contained in the Findings of Fact, Conclusions of Law, Judgment and Decree as set forth below:

Recording Date: November 23, 1999
Recording No: [99178510](#)

Deeds as to Water Rights recorded June 3, 2002 at Reception No. [202089104](#) and recorded June 3, 2002 at Reception No. [202089105](#).
8. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 00-280 by Board of County Commissioners as set forth below:

Recording Date: March 9, 2001
Recording No: [201029127](#)
9. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 00-281, Board

SCHEDULE B
Exceptions
(continued)

of County of County Commissioners as set forth below:

Recording Date: March 21, 2001
Recording No: [201033984](#)

10. Notes, easements and any other matters as shown or set forth on New Breed Ranch Development Plan/Preliminary Plan recorded April 30, 2001 at Reception No. [201054295](#).

11. Terms, conditions, provisions, agreements and obligations and easements contained in the Deed of Non-Exclusive Access and Slope Easements as set forth below:

Recording Date: June 3, 2002
Recording No: [202089106](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Bylaws of New Breed Ranch Association, Inc. as set forth below:

Recording Date: June 3, 2002
Recording No: [202089107](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 01-184 by the Board of County Commissioners recorded July 19, 2002 at Reception No. [202117804](#).

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: utilities
Recording Date: August 15, 2002
Recording No: [202135396](#)

15. Terms, conditions, provisions, agreements and obligations and easements contained in the [Grant of Right of Way] as set forth below:

Recording Date: May 26, 2022
Recording No.: [222073451](#)

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

EXHIBIT "B"

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

LIMITATIONS OF LIABILITY

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.



QUIT CLAIM DEED

(Statutory Form)

Know all Men by these Presents, That FRANK A. LEE

of the County of EL PASO and State of COLORADO, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to THE NEW BREED RANCH, INC., A COLORADO CORPORATION of the County of EL PASO and State of COLORADO whose mailing address is 1915 SPRING VALLEY DRIVE, COLORADO SPRINGS, COLORADO 80921 the following Real Property situate in the County of EL PASO and State of Colorado, (Assessor's Schedule Number 62000-00-186) to wit:

THAT PORTION OF THE WEST ONE-HALF (W1/2), SECTION 10, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTHERLY ON THE EASTERLY LINE THEREOF TO IT'S INTERSECTION WITH THE NORTHERLY LINE OF SHOUP ROAD AS DESCRIBED IN DEED RECORDED IN BOOK 602 AT PAGE 283, OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE WESTERLY ON THE NORTHERLY LINE OF SHOUP ROAD TO IT'S INTERSECTION WITH THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF SAID SECTION 10; THENCE NORTHERLY ON SAID EAST LINE, A DISTANCE OF 1945 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUE NORTHERLY ALONG SAID EAST LINE, A DISTANCE OF 1234.75 FEET; THENCE ANGLE LEFT 90°00'00", A DISTANCE OF 1234.75 FEET; THENCE ANGLE LEFT 90°00'00", A DISTANCE OF 1234.75 FEET; THENCE ANGLE LEFT 90°00'00", A DISTANCE OF 1234.75 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, AND CONTAINING 35.00 ACRES.

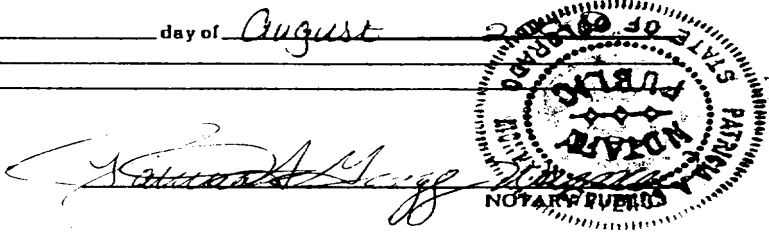
with all its appurtenances subject to TAXES, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

Signed and delivered this 5TH day of Aug 02
Frank A Lee
FRANK A. LEE

STATE OF COLORADO }
County of EL PASO } ss.

The foregoing instrument was acknowledged before me this 5th day of August by FRANK A. LEE

Witness my hand and official seal.
My commission expires 9/1/05



STATE OF COLORADO, }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ ss _____ President and Secretary of _____ a corporation.

Witness my hand and official seal.
My commission expires _____

NOTARY PUBLIC

*If joint tenancy is not desired, strike the phrase between the asterisks.



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FOR
NEW BREED RANCH

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202089108

DECLARATION OF PROTECTIVE COVENANTS

NEW BREED RANCH

KNOW ALL MEN BY THESE PRESENTS: That whereas NEW BREED RANCH INC., a Colorado corporation, ("Declarant"), is the owner of real property ("Property") described as NEW BREED RANCH FILING ONE, and all subsequent filings, situate in the County of El Paso, State of Colorado.

NOW THEREFORE, the Declarant hereby declares that all of the Property, as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitation, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all of which shall run with the land and be binding on and inure to the benefit of all persons or entities having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. DEFINITIONS: The terms used herein shall have the following meanings, except as otherwise provided herein:

A. "NBRA" refers to the New Breed Ranch Association Inc. ("Association"), a Colorado non-profit corporation, which has been formed under the laws of the State of Colorado.

B. "Board" means the Board of Directors of the NBRA. Except as specified herein, or in the NBRA's Articles of Incorporation or Bylaws, the Board may act on behalf of the NBRA without any vote or prior approval of the members.

C. "ACC" shall mean the architectural control committee of three or more persons appointed by the Declarant or appointed by the NBRA's Board of Directors or it may be the Board itself, to review and approve the plans for all improvements constructed on the Property.

D. "Common Areas" shall refer to any tracts or parcels designated as such on the Development Plan or otherwise granted or conveyed to the NBRA, excluding lots. The Common Areas shall include any trail easements on the Property and any related improvements granted to the NBRA.

E. "Declarant" shall refer to the developer, New Breed Ranch Inc., a Colorado corporation, its agents, employees, contractors, successors and assigns.

F. "Declaration" means this Declaration as contained herein and as it may be amended from time to time as herein provided.

G. "Development Plan" means the general preliminary plan that encompasses the entire Project. The Declarant has obtained the required approval of El Paso County for this Planned Unit

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Development (PUD).

H. "Lot" shall refer to any of the Lots shown on any recorded plat of the Property, together with all appurtenances thereto and improvements. The boundaries of the Lots shall be shown on any recorded plat of the Property.

I. "Owner" means any person, corporation, partnership, association, contractor, sellers or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Lots.

J. "Period of Declarant Control" means 15 years from the date on which this declaration is recorded and the Declarant, successors and assigns, owns not less than four percent of the lots in the New Breed Ranch (NBR) Development Plan.

K. "Project" means all of the Property, together with improvements and rights, easements and appurtenances belonging thereto, and shall include any real property subsequently annexed or added to the Project.

L. "Property" means the real property described as New Breed Ranch Inc., together with any real property subsequently annexed thereto.

2. INTENT: The intent of these covenants is to preserve New Breed Ranch as an exclusive, high quality residential area of lasting value, and the covenants have been designed to that end. Property owners in New Breed Ranch (NBR) must be people who value quality, who will respect, uphold and observe the letter, spirit and intent of these covenants, who will insist upon their strict enforcement, and who are willing to share equitably and pay the expenses of legal enforcement, if necessary. The covenants are a contract that each buyer signs and agrees to when they purchase their Lot(s). These covenants may contain more stringent requirements than county zoning and rules and, where conflict may exist, these more restrictive covenants will apply.

3. PROPERTY OWNER'S ASSOCIATION: Membership in the New Breed Ranch Association, Inc. (NBRA), a Colorado Non-Profit Corporation is automatic with the purchase of property in New Breed Ranch. Membership is mandatory and a condition of ownership of property.

A. Purpose: The purpose of the NBRA, also referred to hereon as the Association, is to assume control of and responsibility for matters of common interest to all property owners in NBR when Declarant formally relinquishes such responsibilities. Examples of NBRA responsibilities are: Architectural control through the Architectural Control Committee, maintenance and improvement of entrance sign(s), selection, installation and maintenance of perimeter fencing, ownership and maintenance of open space and private internal trails and continuing operation of, and ensuring compliance with, the NBR water augmentation plan. In addition, the NBRA shall be responsible for the cleaning, maintenance and repair of any private water detention basins that may be required by El Paso County in this Filing for future filings of NBR. The NBRA shall be required to endorse the

obligations, conditions, restrictions, reservations and easements created and established in any future Private Detention Basin Maintenance Agreement(s). This will include provisions to levy, collect and enforce the assessments, charges and liens imposed as provided herein. The NBRA shall also be responsible for ensuring compliance with the "Water Decrees" entered in Case Nos. 98CW58 and 99CW79, Water Division 2, Colorado.

B. Status: The NBRA shall operate as a Colorado Non-Profit Corporation according to the provisions of its Articles of Incorporation and Bylaws. The NBRA Rules and By-Laws, separate from these covenants, shall be provided to each purchaser at time of purchase. The NBRA shall be controlled by a Board of Directors consisting of three (3) or more Directors appointed or elected as set forth in the Bylaws. The Board of Directors shall be responsible for implementation of all responsibilities of the NBRA as set forth in the Articles of Incorporation, Bylaws and this Declaration of Protective Covenants.

C. Dues: Annual dues shall be required, in accordance with the Bylaws, which owners agree to pay promptly when due. Initial dues shall be two hundred dollars (\$200.00) per lot per year. The maximum annual assessment may be increased by the NBRA Board of Directors at a rate not to exceed ten percent (10%) per annum each year thereafter, unless a further increase is necessary to pay for operation of and compliance with the Water Decrees, future detention basin(s) and performance of all the Association's obligations under any future Private Detention Basin Maintenance Agreement(s), including costs for cleaning, maintenance and repair thereof, taxes, or special assessments, as determined by the Declarant, and afterwards as determined by the Board of Directors. Dues shall commence being paid prorated at the time of closing of each lot sold by the Declarant, and shall be due and payable at the beginning of January each year thereafter.

D. Voting: Each dues paying tract shall have one vote in the NBRA. Remaining original inventory Lots or repossessed Lots owned by Declarant, its successors or assigns, shall not be assessable, but shall carry one vote each. In the event of a tie vote, the matter at issue shall fail, a majority vote being necessary. The Board of Directors may decide to put the matter of a dues increase before the NBRA members. If a tie vote involves an increase in dues solely for complying with the Water Decrees, the increase shall be approved.

E. Authority: The NBRA shall have a lien against all lots. The owners of lots are delinquent for nonpayment of dues, late fees and assessments levied by the NBRA, where such dues, late fees and assessments are in arrears by thirty days or more. The NBRA is empowered to file such lien with the El Paso County Clerk and Recorder, and such recording will not be considered slander of title, and such lien shall run with the land; provided however, that if such lot is repossessed by Declarant, its successors or assigns, the lien shall become null and void and shall be released at the time by the NBRA. The NBRA may foreclose on the property if necessary to enforce payment of such lien.

4. ARCHITECTURAL CONTROL AND DESIGN:

A. Purpose: The purpose of this Declaration is to assure, through intelligent architectural control of building design, placement, materials, colors and construction, that the project shall become and remain an attractive residential community, and to uphold and enhance property values.

B. Architectural Control Committee:

(1) Composition: The Architectural Control Committee (ACC) is composed of Declarant, its heirs, successors or assigns, and two (2) other persons, who shall be appointed by Declarant during the Period of Declarant Control. However, at its option and choice of time, Declarant may relinquish control of the ACC to the Association at any time. After the Association controls the ACC, the Association's Board of Directors shall appoint members to the ACC except that the Board may serve as the ACC itself.

(2) Terms: Members of the ACC shall serve two year terms, provided however, any member appointed by the Declarant may be removed by the Declarant and any member of the ACC appointed by the Association may be removed by a vote of two-thirds (2/3) of the Board. In the event of the death or resignation of any member of the ACC, the Declarant or the Board shall have full authority to designate a successor member to fill the remaining term. Any elected member of the ACC whose performance is found objectionable by other members may be removed by a vote of a two-thirds majority of the NBRA members.

(3) Non-Liability: Neither the Declarant, the ACC, the Association, nor any persons acting therefore, shall be liable in damages or otherwise to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or with regard to any other actions taken by the ACC or the Association under authorization of the provisions hereof. The ACC shall not have any responsibility or liability for construction quality nor compliance with building codes or governmental requirements. The Association shall indemnify the ACC to the fullest extent allowed by law or statute.

(4) Records retained by Committee: The ACC shall maintain records of the election of its members. It shall retain a complete file of applications, home plans, and location sketches until all structures applied for have been completed and for five (5) years thereafter. If requests for additions are made, both the original plans and plans for said additions will be kept until said additions are completed.

(5) Compensation: No compensation, other than reimbursement of expenses, shall be received by members of the ACC for services performed pursuant to this Declaration.

C. Procedure for Obtaining Approval of Plans:

(1) Fees: Owner shall make written application on a standard form provided by and obtained from Declarant or ACC. The application and plans shall be submitted to the ACC, which require the payment of a two hundred dollar (\$200.00) review fee at that time. This is in addition to the five hundred dollar (\$500.00) builder compliance fee, per paragraph 10. B.

(2) Preliminary Review: If the applicant believes that his plans may encounter serious objections or contain unusual designs, he should submit preliminary drawings and/or a preliminary sketch and request, in writing, a preliminary review prior to incurring the expense of having detailed architectural working plans drawn. Such preliminary review shall not constitute final action.

(3) Application: The application shall be submitted with the following attachments:

a. One (1) copy of a site plan, drawn to scale, showing the exact location on the lot of all proposed improvements (house, well, septic tank and leach field). Exact proposed setbacks from lot lines must be delineated. Access routes (driveways) to proposed structures and any clearing, plantings, outside lighting plans, or fencing must be included. Topographic maps showing terrain lines are required.

b. One (1) complete set of construction plans for the building detailing the floor plan, elevations, site locations, and exterior building materials.

c. Color samples and, if deemed necessary by the ACC, samples of siding, roofing and other material.

d. A landscape plan shall be submitted which must be in accordance with this Declaration and the Wildfire Hazard Reduction Plan, per paragraph 26.

e. A copy of the well permit application in the form to be submitted to the Office of the State Engineer.

f. The two hundred dollar (\$200.00) architectural review fee, per paragraph 4. C. (1) and the five hundred dollar (\$500.00) builder compliance fee, per paragraph 10. B.

(4) Review: The ACC shall examine and consider plans, make field trips to the site. The applicant shall be required to provide a site plan and shall stake out the proposed location of buildings prior to submission of final plans. The ACC shall approve or disapprove all submissions in writing and shall return a copy of the submission form with its determination and comments, as appropriate. The set of plans, site plan and material/color samples shall be kept in the files of the ACC. The ACC may require the applicant to make other submissions, to include material samples, prior to considering any application.

(5) **Approval:** A two-thirds majority vote of the ACC, as evidenced by their signatures on the submission form shall be required for approval of an application. The ACC should seek to approve or disapprove submissions within 30 days of written receipt but, if disapproved, the ACC may take an additional thirty 30 days to consider any resubmitted plans. Normally, submissions will be resolved in less time, but applicants should plan sufficiently in advance to give the ACC time to examine plans, make on-site inspections and make decisions. In the event that the ACC fails to approve or disapprove within 60 days after its receipt, approval of the application shall be deemed to be fully complied with, provided that all other covenants herein have been properly observed and complied with. The foregoing notwithstanding, no plans shall be approved nor shall the above 60 day automatic approval pertain, unless the owner is current on his assessments to the NBRA. The ACC shall report its decisions to the Board of Directors for review prior to the ACC notifying the applicant and the Board may reverse or modify the ACC decision. The ACC members will coordinate and work in concert with each other and report their decisions as a group and not individually.

D. Authority of the ACC:

(1) **Plan Approval:** The ACC is empowered to approve or disapprove in writing all plans for construction, site locations, clearing, plantings, fencing, additions to existing structures, remodeling that alters the exterior, replacement of roofs, changing of house colors and any other changes in the natural environment of lots or appearance of homes in the Project. Disapproval of submissions by the ACC may be based upon any grounds, including purely aesthetic grounds. If such submissions are disapproved, the ACC shall give written reason for said disapproval to the applicant. The ACC may make other reasonable requirements of the applicant including, but not limited to, submission of additional plans, specifications, and material samples, and may require such changes, as it deems necessary to conform to the overall intent as herein expressed.

(2) **Alterations:** The ACC shall have the right to alter site locations as shown on the submitted site plan, or deny construction if, in the opinion of the ACC, the proposed site locations will unduly interfere with adjoining lots as to view, intrusions of sound or light, sanitation, proximity, type of construction, or unduly damage the natural vegetation or terrain.

(3) **Structure Removal:** The ACC shall prohibit the construction of homes or any other improvements to any lot, and is empowered to order their removal if written application was not made by the owner, or if approval was not granted in accordance with this Declaration, or if actual construction is different from the approved plans or if the location of the structure is different than that approved by the ACC.

(4) **Fees:** The ACC shall require the submission of a non-refundable architectural review fee of two hundred dollars (\$200.00), per paragraph 4. C. (1), as set forth in the Association's Rules, along with each submittal of plans to the ACC to defray the administrative costs of the review process. Any unused portions thereof shall be deposited into the general funds of the Association.

(5) Variances: The ACC, upon written request, shall have the authority to grant in writing, variances from the provisions of this Declaration as they apply to construction and setbacks in cases of irregularly shaped lots, unusual terrain, highly desirable building sites near lot lines, or other conditions wherein the strict enforcement of this Declaration would result in unusual hardship. The ACC shall be the sole and exclusive judge of whether or not such hardship exists. It is the intent of this Declaration that the ACC and the Board shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive. The Board shall resolve all questions and interpretation of this Declaration and shall be interpreted in accordance with their general purpose and intent as herein expressed.

(6) Monitoring: The ACC, and/or its authorized representative, is empowered to enter onto the lot which the application was submitted without notice at any time between 7:00 a.m. and 7:00 p.m. during construction of the improvements for the purpose of monitoring progress, and to ensure that the improvements are being constructed according to the approved plans, and such entry shall not be deemed a trespass.

E. Architectural Design Requirements. In addition to the other requirements hereof, the following pertain:

(1) Construction: No building, accessory building, structure, walls, gates, hedges, fences, mailboxes, driveways, windbreaks, swimming pools, flagpoles, greenhouses, play areas, hot tubs, satellite dishes, windmills, pump houses, water tanks, gas tanks, exterior lighting or other improvements shall be commenced, erected, converted, placed, added to, maintained or altered on any lot until the construction plans and specifications, to include design, height, material and color samples to be used, and a site plan showing the exact location of the structure(s), have been approved by the ACC in writing as to quality of workmanship and materials, harmony of external design with existing structure(s), location with respect to other structures planned, and as to topography and finished grade elevation. This requirement applies both to new construction and to subsequent changes, additions, repainting and major repairs or renovations. No construction of any such improvement shall be commenced until the ACC approvals required by these covenants are obtained. All construction shall comply with the Development Plan, including wildfire mitigation. Fire retarding materials should be used whenever possible.

(2) Facing/Siding: A minimum of approximately fifty percent (50%) of the exterior of the front of any dwelling shall be of masonry construction (e.g., brick, stone, stucco, or other material approved by the ACC) which is different from the primary exterior material. Exposed concrete on any structure shall be stuccoed, or covered with brick, stone, or other material meeting the approval of the ACC. Natural wood siding must be painted, or stained and color samples shall be submitted with plans. Wood panel siding, such as T-111, plywood or Pelican board, and masonite or similar composition siding is not permitted. Non-combustible exterior materials are recommended for building exteriors.

(3) **Color:** Structural color schemes shall be compatible with the natural environment of the subdivision. Subdued, unobtrusive natural or earth colors to blend with the background will normally be required, and color samples must be submitted with the plans. White, blue and yellow homes are generally not permitted, so buyers contemplating exterior colors in these shades should seek ACC approval prior to purchasing their lots or building their house.

(4) **Chimneys:** Spark arrestors are required on all non-gas chimneys. Open fires are prohibited in NBR.

(5) **Roofing:**

a. Roof materials and color shall be consistent with the architecture, color, and exterior wall material of any structure. Tile, slate (real or manmade with a similar appearance) or three-dimensional, high definition asphalt shingles (with random appearance and at least forty year warranty), will normally be required; however, the ACC may allow variations from this requirement in those cases where such variation would be harmonious with the surrounding area and where such roofing materials would not be practical for a particular design or structure. New materials with shake appearance are encouraged. Wood, shake, T-Lok and 3 tab composition shingles and reflective metal are not permitted.

b. The overhang (eave) of the roof on a structure shall normally be at least 24 inches. Depending on style, larger overhangs are often desirable to keep moisture from rain and snow away from walls and windows, as well as to enhance appearance and value. Depending on architectural style, the ACC has the discretion to approve or disapprove overhangs of other widths. Soffit and eave vents should be placed close to the roofline, rather than near the wall, to reduce fire danger.

c. The minimum roof pitch on all buildings shall not be flatter than a ratio of three (3) vertical to twelve (12) horizontal. Roofs associated with Santa Fe/Southwestern architecture are not allowed.

(6) **Roof Mounted Energy Features:** Energy efficiency is encouraged through well-sealed and insulated construction and the use of passive solar design techniques. Roof mounted solar collectors and skylights shall be unobtrusive and match the slope of the roof to which they are attached. Solar collectors shall be located or screened so the reflections do not become a nuisance and unreasonably defeat the intent of these covenants to maintain a natural environment. Wind-powered electrical generators are prohibited.

(7) **Unusual Designs:** Homes of extreme design may not be approved depending upon location and appearance, it being the intent of the Declarant to establish an area of quiet, unobtrusive dignity and quality consistent with the other homes in NBR.

(8) Materials: All materials used in the construction, alteration or remodeling of any building shall be new and of good quality and design. Used materials of good quality may be acceptable, provided the ACC first approves them in writing.

(9) Driveways: In addition to obtaining approval from the ACC, purchasers must obtain a written driveway permit from the El Paso County Department of Transportation prior to connection of any driveway to a public road. Owners of lots are advised that the county has no responsibility for and will not snowplow or otherwise maintain driveways whether on flag lots or other lots. Such responsibility is solely that of the lot owner. Driveway culverts shall be at least eighteen inches in diameter and twenty feet long. Metal flared end extensions with additional stone, rock, brick or other masonry treatment are required on all driveway culverts, or alternatively, concrete or masonry headwalls must be used to prevent bent and exposed ends of culvert pipes and a consequently unattractive approach to a home. Plans submitted to the ACC must include the manner in which the driveway shall be constructed, and approval must be obtained from the ACC prior to commencement of construction.

(10) Mailboxes: Residents will receive their U.S. mail from a single location of cluster mailboxes that will be provided and maintained by the U.S. Postal Service. If residents choose to install mailboxes for private delivery (Fed Ex, etc.), their support structures should be of a quality to enhance the home and must be approved by the ACC. Owners must individually ensure that the El Paso County Department of Transportation (DOT) approves their mailbox placement. Mailbox monuments must be at least 3 feet from the edge of the pavement or proposed pavement if the street is not completed. Failure to comply with the requirements of DOT could result in removal of the postal monument. Additionally, owners are hereby notified that DOT has no liability in connection with the postal monument despite the fact the monument is placed in the legal right of way of El Paso County. Owners are also put on notice that in the event a postal monument is damaged or destroyed by county equipment (snowplows, etc.), El Paso County shall have no obligation to replace or repair the monument. The Declarant or the ACC may require a standard mailbox for uniformity. Maintenance of the mailbox and post system in good, attractive, painted (if appropriate) condition shall be the responsibility of the individual owners. The ACC must approve any changes in appearance.

(11) Addressing: This is a requirement of local emergency response agencies. Each driveway and house shall be clearly marked with address numbers made of brass, other metal, or ceramic, and shall be at least four inches in height and one half inch wide. Numbers must be mounted against a contrasting background and should be nighttime reflective. No script numbers are allowed. All numbers must be at least two feet above the ground so they remain visible on heavy snow days. Addressing at the street must be clearly visible from both directions.

(12) Fencing:

a In compliance with the Black Forest Land Use Committee Guidelines, total perimeter fencing of lots is not permitted. Fences are discouraged so as to promote open space and

easy migration of wildlife. Exceptions include the use of split rail fencing along Shoup Road and possibly along trail easements and open space within the development. Only natural wood colored fencing which requires no painting is permitted. Bark posts and rails, chain link and chicken wire fencing within the subdivision are prohibited.

b. For purposes of pet control, underground electric fences, such as the Invisible Fence, are encouraged. Fenced dog or cat runs must be kept along the side or rear of the house. Cedar split rail fencing and/or natural tone vinyl fencing (other than white), which does not require painting (with or without a welded wire inside lining for containing pets) are recommended. This fencing must be reviewed and approved by the ACC

c. Limited areas of privacy fencing, not to exceed six feet in height and up to approximately four hundred square feet in area for purposes of screening small areas such as outside hot tubs may be approved by the ACC. Other types of fencing, and reasonable size variances may be permitted in the sole discretion of the ACC. The NBRA, at the lot owner's expense, may remove fences that are not approved by the ACC and such expenses may be collected as an Assessment against the owner and the lot.

d. Existing boundary fencing on NBR shall remain but may be replaced with new fencing and/or reset to conform to staked property lines. Written approval is required from the ACC. Neither the Declarant, ACC nor NBRA shall be responsible for or defend against adverse possession suits based on survey differences between adjoining properties.

(13) Antennas: Large television, radio or satellite antennas must be installed in the structure attic. Exposed ground-or building-mounted satellite or microwave antennas shall be no larger than 24 inches in diameter, and may be used only in areas that are unobtrusive. They shall be shielded to blend in with the natural environment or building structure, such as under wide overhangs or near the chimney. Prior to installation of any external antennas of any kind, a drawing, picture or diagram of said antenna and its location shall be approved by the ACC.

(14) Lighting: Outdoor lighting will be permitted to the extent that it does not create a visual nuisance to neighboring properties. Outdoor lights must be focused away from neighbors and shielded to illuminate downward only. Lighted entry pylon and/or driveway lights will be of a type that can be turned on and off by the property owner, and sited so as not to annoy nearby lot owners. Such lights shall be turned off when not needed. The Board of Directors will determine when lights pose a visual nuisance.

(15) Landscaping:

a. All soils disturbed during the building process will be returned to natural grade and covered with topsoil and seeded with a native grass mix. Lot owners are encouraged to plant and nurture trees that are native to the area and/or can thrive in this climate. Weed control per El Paso County ordinances or recommendations is the responsibility of each individual lot owner,

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except that responsibility for weed control in the common areas is vested in the NBRA. Lot owners are responsible for proper drainage and erosion control measures within their property boundary, whether or not their lot is located within declared public drainage or slope easements.

b. Owners shall mow their entire lots at least once annually, particular in late August or early September whereby a one-time cutting will maintain a park-like appearance throughout the fall, winter and spring and reduce danger of wildfire. Any owner who fails to mow prior to September 30 of each year hereby authorizes the NBRA to perform or hire such cutting done, and agrees to pay for the actual cost of such cutting, plus an administrative fee of one hundred dollars to the NBRA for arranging the cutting. Payment shall be made on or before fourteen days after the owner is billed. If payment is not so made, the NBRA shall have the remedies set forth in paragraph 3. D of these covenants. Alternatively, the NBRA may elect to have the mowing performed and paid for from the NBRA treasury. The lot owner will then reimburse the NBRA for the cost plus the administrative fee above.

c. No yard or house ornaments, fountains or similar objects shall be allowed upon any lot without the prior written approval of the ACC. New plantings and growth will be controlled so as not to unreasonably obstruct views from adjoining lots. The ACC is authorized, but not obligated, to enforce removal, thinning or topping of view obstructions and, in their sole discretion, to determine the validity of any complaints. The ACC may remedy and view any obstructions by entry and removal of the offending item, as well as exercising any rights and remedies hereunder.

5. BUILDING TYPE AND USE:

A. Structures: All lots shall be known and described as residential lots and shall be used only for private, custom, site-built homes. NBR is intended only for new homes of harmonious design, materials, color and appearance to complement the natural terrain and other homes constructed in the subdivision. Mobile homes, manufactured/modular homes or similar buildings constructed elsewhere and moved onto a lot, site-built homes existing elsewhere and moved onto a lot, domes or other such homes of unusual architectural style, in the sole and subjective opinion of the ACC, shall not be approved. No structure may be erected prior to construction of the residence. There shall be no more than one structure on any lot.

B. Accessories: No structure shall be erected, altered, converted, placed or permitted to remain on any lot other than one single-family dwelling. Accessory buildings and utility sheds are prohibited, unless they are concealed from view and approved by the ACC. Outdoor playground equipment may also be permitted as approved by the ACC.

6. DWELLING SIZE:

A. Criteria: The minimum size of the dwellings is not the only criteria used in the decision to approve or disapprove plans. Plans that meet the minimum size requirement may be disapproved

based on other criteria. The size of the dwelling is established primarily to reflect the Declarant's intent regarding the quality of the project. Recognizing that size is not necessarily indicative of quality, the ACC may grant reasonable requests for variances to size criteria or give credit for special construction amenities when, in its opinion, such variances are compatible and enhance the quality of the Project. The ACC does not consider cost to a prospective homeowner in its determinations.

B. Square Footage: The following square footage requirements are the minimum sizes allowable:

(1) **One story homes without** a basement shall have no less than twenty four hundred (2400) square feet excluding porches, decks, and garages.

(2) **One story homes with** a basement, shall have no less than three thousand (3000) square feet, nor less than eighteen hundred (1800) square feet on the main level, excluding porches, decks and garages.

(3) **Two story homes above grade**, excluding the basement, shall have no less than three thousand (3000) square feet, with no less than 60% of the total square footage on the main floor, and not less than one thousand (1000) square feet on any levels other than the main level, excluding porches, decks and garages.

(4) **The ACC**, in its sole discretion, may treat a dwelling with a walkout basement as a single or multi-level building depending upon its appearance, size, location and amount of finished interior space.

C. Garages: Attached garages are required for all houses, and shall have three entrances of size to fit not less than three full-sized cars. Doors should be kept closed with all vehicles parked inside. Garages shall face the side or rear of the house, and shall not open toward the street where the driveway originates, unless the Lot does not permit this design, as ruled by the ACC. Oversized garages with extra stalls are recommended as economical and practical shop and storage space for extra equipment and vehicles. Outside parking of recreational vehicles (boats, RVs, trailers, etc.) is not permitted, per paragraph 14. Garages will be designed to appear as part of the house. No carport or other open structure shall be constructed or used for parking or storage on any lot.

7. BUILDING LOCATION AND HEIGHT:

A. Site: The Declarant shall mark the required building site on each lot. Owners shall be required to build within the designated building site unless a change is authorized in writing by the ACC. When the house plans are submitted, there shall be submitted to the ACC a separate site plan showing the exact location of all improvements contemplated upon the lot, including the exact proposed location of the septic system and well. The ACC may require that the building site be moved or deny construction if, in the opinion of the ACC, the proposed site-location would unduly interfere with adjoining lots as to view and proximity, or cause potential interference with existing

or proposed construction on adjoining lots. Buildings should be located on lots in such a way as to minimize damage to existing foliage and natural vegetation. No trees may be removed other than under the provisions of paragraph 26 herein, and the lots shall be maintained in their natural state as nearly as possible.

B. Height: Homes shall generally not exceed two and one half stories in height; however, the ACC in its sole discretion is empowered to make exceptions based on site location, home appearance, or aesthetics. No building or other structure shall exceed thirty-two feet in height. Typically, the height shall be computed from the existing grade of the vacant ground prior to construction to the peak of the roof at its highest point, provided however, the ACC, in its sole discretion, may utilize any other reasonable form of measurement in determining height. In general, rooftops shall remain lower than the surrounding mature timber

8. SETBACKS:

A. Minimums: The following building setbacks apply to all structures:

Front lot line-50 feet.

Side and rear lot lines-50 feet.

Septic systems (all parts)-50 feet from any lot line and 100 feet from any well.

Well-50 feet from any lot line.

B. Exceptions: The ACC may reduce the setback on an individual basis if warranted, but in no case less than as required by the County of El Paso, or as shown on the recorded plat. For purposes of these covenants, chimneys, eaves, overhangs, steps, porches, and decks shall be considered as part of the structure. Declarant or the ACC, in their sole discretion, may designate additional setbacks and/or designate no-build areas on lots to protect views for adjacent lots, but neither the Declarant nor the ACC shall have any obligation to protect or guarantee any views and shall not be liable for any obstruction or impairment of views.

9. TEMPORARY RESIDENCES: No structure of temporary character such as a trailer, camper, tent or accessory building shall be used on any lot as a residence, temporarily or permanently. Excepted here from are temporary trailers as permitted by Declarant for sales and marketing, and a reasonable number of neatly kept, enclosed trailers used temporarily only during construction to store equipment, tools, and/or building materials

10. TIME OF CONSTRUCTION:

A. Guidelines: No construction shall start until approved in advance by the ACC. Construction of the approved structures shall be completed within twelve months from the time such construction is started. The ACC, in the event of extreme circumstances beyond the owner's control, may make concessions. If any structure is abandoned, Declarant and/or the ACC shall have the authority to remove or complete all or portions of such structure to prevent its being unsightly and a detriment to the area. Notice of intent to remove or complete and charge for the expenses will be

mailed by certified mail to the owner of record at his/her last known address, and shall be posted on the lot a minimum of 10 days prior to such action. In the event that such removal becomes necessary, the owner of the lot shall be liable for all costs of such work, which costs shall constitute a lien, which shall be recorded against said property, and shall be due and payable immediately and bear interest at the rate of twelve (12) percent per annum

B. Builder Fee: In no event, other than inclement weather, shall final grading and clean up (debris, stumps, limbs, left over building materials, etc.) be delayed more than thirty (30) days after completion of a home; an occupied home shall be deemed completed. A builder's compliance deposit of five hundred dollars (\$500.00) shall be paid to the NBRA at time of application for approval of house plans and shall be refunded to the payer upon satisfactory completion of the dwelling structure and compliance with the clean up and final grading provisions of this paragraph. The deposit will be refunded only after a satisfactory full inspection by the ACC of the completed home and home site upon the request of the owner or payer; otherwise, it will be deemed forfeited.

11. SIGNS: All signs must be first approved in writing by Declarant or the ACC except for the display of customary builder or real estate signs, not exceeding four square feet. The Declarant or the ACC reserves the right to make exceptions to size requirements, or to require modification or removal of any signs deemed not in keeping with the appearance of the Project. Declarant further reserves the right to erect and maintain entrance signs on lots at either side of or in the street at each entry point into NBR, along with gateways, posts, walls, signs, fences, and other structures and erect such signage as it elects, both to permanently identify NBR and to market it. In addition, the Declarant reserves the right to place signs on any lot in the subdivision as Declarant deems necessary for safety, traffic guidance, instruction, etc, and purchasers of lots in NBR agree thereto. The NBRA shall maintain all entrance signs, fences, community monuments and related structures and pay all utilities and other expenses related thereto.

12. DRILLING: No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on or in any lot, nor shall gas or oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on the Project.

13. CLOTHES DRYING AREA: Exterior clotheslines are prohibited, unless totally screened from view. The ACC or NBRA shall be the sole determinant of compliance.

14. VEHICLE PARKING AND EQUIPMENT: No boat, trailer, camper (on or off the supporting vehicle), tractor, commercial vehicle, van, mobile home, motor home, motorcycle, any towed trailer, truck or other vehicle shall be stored or parked within the subdivision for more than 48 hours, except in a completely enclosed approved garage. Commercial trucks, moving vans and trailers shall be allowed only for active loading and unloading and cannot be parked overnight. Three-car attached garages are required. Oversized or even larger garages are recommended as per paragraph 6. C. Herein. The intent of this covenant is to prevent clutter and enhance the natural

appearance. Except for automobiles owned by houseguests of the lot owner, automobiles should not be routinely parked overnight outside of garages. The NBRA is empowered to remove and tow objectionable vehicles at their owner's expense. No junk or abandoned vehicles, as defined by the Board in its sole discretion, shall be allowed. Inoperable automobiles shall not be parked overnight outside of garages, as determined by the Board in its sole discretion. All parking shall be subject to the rules and regulations of the Board.

15. UTILITIES:

A. Utility Lines: All utility lines, including service lines of whatsoever kind or nature, shall be underground on all lots within NBR, excepting that existing poles and lines, if any, may or may not be removed and placed underground by Declarant. It shall be the responsibility of each owner to extend service from existing lines to the house.

B. Water: Water shall be provided by individual, metered wells, to be constructed and operated in accordance with the augmentation plan described in paragraph 23. Each owner shall be responsible for the construction and maintenance of his own well, for the connection of the well to his house, and for reporting on water use as necessary to appropriate authorities. No owner may construct a well in NBR except pursuant to a well permit approved by the State Engineer.

C. Sewage: Sewage disposal for NBR will be provided by means of individual septic tanks and leach fields, to be constructed and maintained by each owner. No evaporative septic systems shall be permitted. Special engineering may be required on some lots, which is the responsibility of lot owners to identify and resolve at their expense.

16. ANIMALS:

A. Restrictions: No animals or livestock (horses, cattle, pigs, goats, sheep, poultry, ostriches, rabbits, llamas or exotic animals) of any kind shall be housed or kept on any lot (except undeveloped NBR property) either temporarily or permanently, except that commonly accepted domestic pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No more than four domestic pets may be kept or housed on any lot.

B. Exceptions.

(1) Horses: An exception for horses exists for Lot 7 and Lot 33 (Development Plan). Lot 7 (a 15-acre lot) may have up to four (4) adult horses. They must be kept in an arena not to exceed 5,000 square feet. Horses will not be allowed to graze freely but may be staked temporarily in grassy areas for feeding. The rule for perimeter fencing, per paragraph 4. E. (12), applies to Lot 7. Lot 33 (a 10 acre lot) may have up to 15 horses, which must be confined to the existing barns and arena area. Only horses owned by NBR residents may be boarded on this lot and the owner may charge a fee for this service. The owner of Lot 33 has no obligation to board horses or engage in any related enterprise. The rule for perimeter fencing also applies to Lot 33.

(2) **Arena:** In addition to horse use, the owner of lot 33 may elect to use the indoor arena for storage of horse trailers, recreational vehicles, boats etc., for the exclusive use of NBR residents. The owner may charge a fee for this purpose, however, the owner is in no way obligated to rent space to anyone. The exterior of the arena building must be properly maintained in a pleasing color that blends with the natural quality of the entire project. Any changes in color must be approved by the ACC.

(3) **Caretaker.** In addition to the primary residence, a caretaker's residence may be built on lot 33 (Development Plan). This residence need not comply with the square footage requirements in paragraph 6. B., but must be approved by the ACC.

C. Pet Control: Cats and Dogs shall not be permitted to run loose and shall be kept under control of owners at all times and must be kept on a leash whenever outside the owner's lot. Kennels for the commercial raising, breeding and boarding of animals are prohibited. Under no circumstances will dogs be allowed to run loose in the neighborhood. The use of underground electric pet containment invisible fences in lieu of conventional fencing is strongly recommended. At all times, dogs will be kept in a manner, which precludes barking from becoming a nuisance to other lot owners. At night, dogs shall be confined to structures that prevent noise from barking to be heard on other lots.

D. Habitat Protection: Black Squirrel Creek is thought to be a migrating area for an endangered species, the Prebles Meadow Jumping Mouse. This is a protected area. The United States Department of Interior, Fish and Wildlife Service, has advised that no dogs or cats be allowed to run freely near the creek nor disturb the habitat. Therefore, cats must be kept in enclosed cat runs and dogs must be kept in dog runs or within invisible fencing.

17. EASEMENTS: These easements run with the land; therefore, this paragraph may not be amended or deleted without the prior, written consent of Declarant, its successors or assigns, and completion of all legal requirements, including approval by any affected utility or governmental agency.

A. Lots: Easements for installation and maintenance of utilities, roadways, drainage and water augmentation facilities, and such other purposes incident to development of the property are reserved on, over and under a strip of land 10 feet wide along either side of all side and rear lot lines, and 15 feet along all front lot lines and twenty 20 feet along the subdivision boundaries, and as otherwise shown on the recorded plat. Owners shall not change the natural drainage, nor take any action inconsistent with the drainage plan of NBR. Lot owners are responsible for maintaining such easements on their property. If an owner owns contiguous lots, easements and setbacks shall apply unless the owner formally vacates the common lot line through the appropriate government agencies. Lot owners are responsible for providing access to utility companies and other government agencies who have reason to use said easements, lot owners have no recourse against said agencies, Declarant, NBR or the ACC. No building or similar structure may be placed within the easements unless

vacated by agencies involved, and approved by the ACC. Easements must be kept open and unfenced.

B. Trails: Easements for private internal trails for the use of owners in all filings, present and future, of NBR are reserved as shown on the Development Plan. Owners are required to cut the grass along the trail on their lot, and the NBRA shall be obligated to maintain the private trails.

18. OBSTRUCTIONS TO VISION AT INTERSECTIONS: No fence, wall, hedge, tree, shrub planting or other structure, which unduly obstructs lines-of-sight shall be placed or permitted to remain on any corner formed by the intersection of streets or driveways. The NBRA shall be the sole and exclusive judge of whether said obstruction exists or whether a possible safety hazard may exist.

19. REDIVISION: Further subdivision of lots in NBR is not permitted. If a lot line has been vacated, the affected property may not be again re-divided into separate lots without the prior written approval of Declarant, in addition to meeting all of the requirements of any governmental entities. This is not intended to preclude replatting of lots by the Declarant for the purpose of affecting minor lot line changes.

20. NUISANCES:

A. Activities: Nothing shall be done or permitted on any lot, which may be or become an annoyance or nuisance to the neighborhood. No noxious, noise polluting or otherwise offensive activities or commercial businesses or trades shall be carried on upon any lot. Any exterior lighting on any lot shall either be indirect or of such controlled focus and intensity so as not to unduly disturb residents of adjacent or nearby properties. Electronic devices (radios, televisions, stereos, etc.) shall not be operated at any time at volumes that are audible from other lots. Dogs or other domestic pets, which make excessive noise or other nuisances, shall not be allowed and the NBRA may require their removal. No hunting nor discharge of any type of firearm, explosive or fireworks devices shall be permitted. In no case shall any activity cause noxious or offensive odors, or undue vehicle traffic. Other than the stable and riding arena on Lot 33 (Development Plan), commercial activities that attract substantial traffic are prohibited

B. Home Offices: In recognition that telecommuting is becoming an increasingly common way of conducting one's business, home offices are permitted so long as they do not involve routine visits from customers who must access the property. Under these circumstances, telecommuting should not detract from the quality of life that these covenants are intended to promote. The Board will decide, at its sole discretion, if and when home offices have become a nuisance.

C. Vehicles: No motorized trail bikes, mini-bikes, motorcycles, all-terrain vehicles (ATVs), snowmobiles, or other such noise-causing vehicles shall be operated within NBR, except on public roads or on driveways. No activity shall be permitted which will generate a noise level sufficient to interfere with the quiet enjoyment of the persons on any adjoining or nearby lots.

21. MAINTENANCE: Each owner shall maintain the exterior of the dwelling and any other structure, lawns, landscaping, walks and driveways in good condition and shall have them repaired as the effects of damage or deterioration become apparent. Exterior building surfaces shall be maintained before they become weathered or worn off. Outside holiday lights shall not be left on the exterior of homes year-around and shall be removed no later than January 31 of each year.

22. REFUSE AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of trash containers shall be kept at all times in a closed garage or placed in walled-in areas designed to blend in with the house so that they are not visible from other lots or from public streets, except on the day of trash pick up. Bottled gas tanks, if any, must be underground, or concealed behind walled-in areas designed to blend in with the house, and must be approved by the NBRA and may be subject to the approval of the fire department. No trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon any lot and visible from public streets or from other lots within the subdivision. Construction dumpsters shall be removed within seven (7) days of occupancy or completion of the home, whichever occurs first.

23. WATER AUGMENTATION PLAN REQUIREMENTS:

A. Decrees: All lots in NBR except Lot 7 shall be subject to the requirements as set forth in the decrees in the District Court Water Division 2, Case Nos. 98CW58 and 99CW79 (C/R98CW58), the latter of which is recorded at Reception No. 099178510 of the land records of the Office of the Clerk and Recorder of El Paso County, Colorado (collectively, the "Water Decrees").

B. Responsibility: NBRA shall be formed for the purpose of carrying out the applicable provisions of the Water Decrees. NBRA shall be responsible for owning and operating the plan for augmentation decreed in the Water Decrees and the Laramie-Fox Hills augmentation water decreed therein to be conveyed to NBRA by the Declarant, including responsibility for all obligations and costs associated with possible replacement of post-pumping depletions including drilling, equipping, operating and maintaining any well or wells and associated infrastructure that may be required to deliver the Laramie-Fox Hills ground water conveyed to NBRA for that replacement of post-pumping depletions to the appropriate stream system. Failure of either the property owners or the NBRA to comply with the terms of the water decree, including the possible obligation to construct a Laramie-Fox Hills aquifer well in the future to replace post-pumping stream depletions, may result in an order by the Division Engineer's office to curtail or eliminate pumping of wells in NBR.

C. Restrictions: Absent an amendment to the Water Decrees, approved by the appropriate Water Court, all wastewater shall be disposed of by use of nonevaporative septic systems. Water shall be used only for indoor uses, decorative ponds or swimming pools, livestock watering, landscape irrigation and associated occasional residential uses (for example, outdoor cleaning, firefighting, dust suppression, etc.) No individual Denver aquifer well may be used to pump more than 0.46 acre feet (150,000 gallons) per year except the well for Lot 33 (Development Plan), upon

which a commercial riding stable will be maintained, which may pump twice that amount. Each lot owner consents to the construction, maintenance and monitoring of a piezometer (shallow monitoring well) on his property in the vicinity of the septic system at the time of home construction.

D. Conveyances: Declarant shall convey to NBRA the plan for augmentation decreed for the replacement of depletions associated with pumping of 12,960 acre feet of Denver aquifer water. Declarant shall also convey all Laramie-Fox Hills water decreed in Case No. 98CW58 (Water Division 2) to the NBRA for replacement of post-pumping depletions. When Declarant conveys individual lots in NBR, Declarant, its successor and assigns, shall convey to such individual lot owners sufficient water rights in the Denver aquifer as is required to satisfy El Paso County's 300 year water supply requirement. Those amounts shall be 138 acre feet (0.46 ac.ft./yr X 300 years) to satisfy the requirement for each lot in NBR except Lot 7, which will utilize an existing Dawson aquifer well and Lot 33, which will be a commercial stable and which shall be conveyed twice that amount, or 276 acre feet.

E. Wells: Each purchaser of a lot in NBR shall be responsible for obtaining a permit for a well to provide a water supply to his dwelling and for constructing and operating such well. A totalizing flow water meter is required on each well, identifying the well permit on it. It is the lot owner's responsibility to maintain the well and well meter in good condition, and it is the NBRA's responsibility to collect and record annual usage for all wells. A designate of the NBRA may enter a property at any time to read or examine the water meter. Such entry will not be regarded as trespassing. An annual report on usage is to be provided to the Division Engineer for Water Division 2. The NBRA is responsible for keeping such records and complying with the reporting requirements. Lot owners are permitted to irrigate no more than 4,000 square feet of lawn and garden area. It is the NBRA's and the lot owner's responsibility to enforce the provisions of the Water Decrees.

F. Compliance: Administration and maintenance, including initial and on-going costs for compliance with the Water Decrees, is the NBRA's responsibility. The NBRA has authority to enforce compliance with the Water Decrees. In the event that a court of competent jurisdiction determines that post-pumping augmentation is no longer required as specified by the decree, the NBRA's need for Laramie-Fox-Hills aquifer ground water for post-pumping purposes shall become null and void, the NBRA shall convey the Laramie-Fox Hills water rights back to the Declarant or its successors or assigns by special warranty deed.

G. No Alterations: No changes or deletions to this Paragraph 23, Water Augmentation Plan Requirements, may be made except by order of the Water Court, which may amend, modify, or change such provisions by judicial order.

24. OPEN SPACE AND COMMON AREAS:

A. Uses: Each lot is subject to and encumbered by all easements of record shown upon the plat(s) of NBR. More specifically, each lot enjoys an undivided interest in the internal trails and

Common Areas or open space shown as Parcels A and B, on the Development Plan. Trails and Common Areas are for the enjoyment of lot owners, immediate family members and their guests. Lot owners and their guests will use the Common Area at their own risk and liability, and specifically hold harmless other lot owners, their family, guests and the NBRA, regardless of other's actions, unless criminal or negligent. All lot owners agree to keep the Common Areas in an aesthetically pleasing condition and restoring it to its original condition after temporary use for picnics or other gatherings. At the discretion of the NBRA, a refundable clean-up deposit may be charged. Such deposit shall serve as a guarantee to restore such previously existing condition, and may be expended to affect this intent. The amenities offered by Common Areas, and available to all lot owners must be balanced against any potential nuisance that related activities may generate. It is realized that some events may result in larger gatherings, and each neighboring lot owner is requested to show tolerance in regards to such events. However, all lot owners agree to restrict activities in order to not cause undue nuisance to neighboring lots. In no event shall the internal trails or Common Areas be enclosed, fenced upon, excavated, or in any other way encumbered or restricted by any lot owner without the expressed written approval of the NBRA.

B. Creek Habitat: Black Squirrel Creek is a protected area, per paragraph 16. D. Thus, human activity in or along the creek must be limited. Open spaces along the creek were established for the enjoyment of lot owners. However, large gatherings that encroach upon or adversely affect the creek are prohibited. The Board of Directors will rule on an acceptable level of activity in the Common Areas prior to scheduling functions.

C. Water Flow: No Lot owner is allowed to alter the creek in any way. This includes creating dams or anything that impedes water flow. The creek is to be kept in its natural state to allow free movement of all life forms. Native vegetation must be allowed to remain and support the banks of the creek. Additional vegetation may be added to stabilize the banks only by approval from the Board of Directors of the NBRA.

D. Public Trails: Public non-motorized trail easements have been granted to the El Paso County Parks Department and are reserved as shown on the plat(s) for the purposes of biking, hiking and jogging, including a twenty five foot wide easement along Shoup Road and the eastern boundary of NBR. Motorized vehicles may be utilized for maintenance only. These trails will be built and maintained by the El Paso County Parks Department.

25. DRAINAGE EASEMENTS:

A. Flood Plains: Present and future detention structures may be placed in any area shown as a Common Area, Drainage Easement or Flood Plain on the plat. The purpose of the detention facilities is to maintain historic drainage flows within the project. Dwelling and road construction may slightly increase drainage flows. No structures or landscaping or other materials shall be placed within any designated Flood Plain area as shown on the plat or any Drainage Easements unless approved in writing by the ACC. The NBRA is required to enforce the obligations, conditions, restrictions, reservations and easements created and established in any future Private Detention Basin

Maintenance Agreements(s) including cleaning, maintenance and repair of the detention basin(s). It may be necessary to place driveways across certain portions of the Flood Plain, and owners may be given permission to do so by the ACC, provided that the driveway is constructed in a manner that will not impede drainage flows, and any approvals required by El Paso County are obtained.

B. Responsibility: Owners are hereby put on notice that drainage ways (even smaller drainage swells in lots) can have significant volumes of water during storms, and owners are strongly encouraged to construct any structures, away from such drainage courses, whether identified on the plat or not. The owner of said lots shall maintain any Drainage Easements or Flood Plain area. This includes annual mowing, per paragraph 4. E. (15) b. The Declarant, hereby grants to El Paso County, Soil Conservation entities, the NBRA, and their successors and assigns, the right to enter upon the lots and the easements and drainage areas periodically for purposes of inspection and related matters.

26. WILDFIRE HAZARD REDUCTION:

A. Clearing: Approval shall be obtained from the Declarant or subsequently, the ACC, to cut down or clear any trees on any lot, except dead or diseased trees. Owners of lots shall dispose of such cleared trees in a way to prevent accumulations of brush, slash, stumps, trash, or other materials which may constitute a fire hazard or render a lot unsightly, provided however, that this shall not restrict purchasers from storing fireplace wood in neat stacks on their lots (stacked away from house to reduce fire danger). Owners are responsible for prompt treatment or removal of trees infected by pine beetle or other insects, which can kill trees and spread to adjacent trees and lots, and to reasonably contain any trees with slow parasitic growth such as mistletoe. In addition, owners are responsible for controlling and removing weeds declared noxious by government authorities and in accordance with El Paso County weed control rules and regulations.

B. Guidelines: Owners in NBR should observe the following guidelines to reduce fire hazard. These guidelines are those of the Black Forest Fire Department, the Colorado State Forest Service and the Urban Wild Land Interface Code.

(1) Safety Zone: All buildings should have a thirty foot defensible or "safety zone" in all directions. All brush within ten feet of any building should be removed and replaced with an irrigated greenbelt (grass, flowers or shrubs) or noncombustible materials, such as rock, brick pavers or gravel.

(2) Debris: Grasses should be kept trimmed to 2 inches and well watered, roofs and roof gutters should be kept clear of pine needles and leaves, and firewood should be stacked uphill and at least ten feet from structures. Dead limbs, leaves and grass clippings should not be allowed to pile up, as they are unsightly and could pose a fire hazard.

(3) Driveways: Driveways should be cleared to a width of at least twelve feet to create a firebreak. All driveways and addresses shall be readily identifiable from the street, and shall be unobstructed at all times as per paragraph 4. E. (11), Addressing.

(4) **Burning:** Open fires are prohibited on NBR, including on-site burning of trash, leaves and weeds. Fireworks are also prohibited.

(5) **Protection:** All homes will be equipped with smoke detectors and should contain at least one fire extinguisher maintained in accordance with the manufacturer's recommendations.

27. RIGHTS OF DECLARANT: Notwithstanding any contrary provision of this declaration, the Declarant, its successors or assigns, expressly reserves the following rights and privileges, which may or may not be exercised in the Declarant's sole discretion:

A. Changes: Declarant may amend or change the plat to add additional property to the subdivision, change lot lines or subdivide lots into more lots, and grant utility or other easements.

B. Structures: The Declarant, or any builder authorized by Declarant, may construct and maintain sales offices, management offices, advertising signs, model homes, construction yards and construction materials within the project.

C. Easements: Declarant may grant easements for the Common Areas, facilities, and utilities for public purposes through NBR and make improvements or changes necessitated by such easements.

D. Control: The Declarant may, during the period of Declarant Control, appoint or remove any officer of the NBRA or any member of the ACC or the Board of Directors of the NBRA. Following the relinquishment of control by Declarant, the Lot owners shall elect the Board of Directors as provided in this declaration, and the Bylaws of NBRA.

E. Amendments: Notwithstanding any contrary provisions of this Declaration or any other document, the Declarant hereby reserves the right, until the expiration of the Period of Declarant Control, but without approval or vote of the members, to amend this Declaration and/or the Bylaws, as may be necessary to correct typographical errors or make clarifications or as may be approved in writing by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or the Department of Veterans Affairs so as to induce any of such organizations to make, purchase, sell, insure or guarantee first mortgages covering any portion of the subdivision. Each owner and mortgager by accepting a deed, mortgage or other instrument affecting a lot appoints Declarant as his attorney-in-fact for purposes of executing in said owner's name and mortgager's name and recording any such amendments to this Declaration and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a consent to the reservation of the power to the Declarant to make, execute and record any such amendments. Notwithstanding the foregoing, the provisions of paragraph 23 (Water Augmentation Plan Requirements) shall neither terminate nor be revoked, changed or amended except as set forth therein.

F. Deviations: The Declarant may enter into agreements with the purchaser of any lot or

lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in the project, and the same shall remain fully enforceable on all other lots located in the project by Declarant, its successors or assigns, and the NBRA or other owners, except as against the lot where such deviation is permitted.

G. Expansion: During the Period of Declarant Control, the Declarant reserves the right to expand the project, without approval of the owners or mortgagers, to include additional real property and improvements. Such expansion may be accomplished by recording a supplement or supplements to this Declaration with the Clerk and Recorder of El Paso County, Colorado containing a legal description of the real property thereby annexed and any additional provisions deemed appropriate by Declarant, which may annex the property in phases, but shall not be liable or obligated to annex any property. Upon annexation, the additional property and the owners thereof shall be bound by this Declaration, the NBRA's Articles of Incorporation, Bylaws and Rules, and any additional provisions in the annexation supplement. By accepting a deed to any lot or a mortgage, each owner and mortgager grants Declarant a right to expand the project properties and improvements. Declarant also reserves the right to deed open spaces or facilities to the NBRA and to create and extend the trail easement or any other easements to and upon any real property annexed to the project.

28. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a three-fourths (3/4) majority of the then owners of the lots (one vote per lot) has been recorded, changing said covenants in whole or part. Covenants, except those pertaining to the Water Decrees and as otherwise noted herein, may be amended at any time by a three-fourths (3/4) majority vote of all property owners (one vote per lot). To become effective, any change in the covenants must be legally drawn and formally recorded in El Paso County, State of Colorado. Notwithstanding the foregoing, the provisions of Paragraph 23 (Water Augmentation Plan Requirements) shall neither terminate nor be revoked, changed or amended except by order of the Water Court, which may amend, modify, or change such provisions by judicial order.

29. ENFORCEMENT:

A. Proceedings: Property owners in NBR expressly agree to abide by injunctions without the necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation, and a violation is established, the violator(s) shall pay and agree(s) to pay all costs of the enforcement proceeding, including all attorney's fees, trial and pretrial expenses, including expert witnesses, depositions, discovery and court costs. Further, the violator(s) shall pay and agree(s) to pay all such fees, expenses and costs arising from any counter claim or cross claim against the NBRA or members of the ACC, either individually or in their capacity as ACC members, arising from any such violation. As a matter of contract in these covenants, the members of the ACC are exempt from liability, and there shall be no

award of attorney's fees, court costs or any other costs of dispute resolution to any property owner based on "prevailing party" or other legal theory.

B. Law: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, to recover damages, or both. Covenants are for the use, convenience and protection of all property owners. Declarant, ACC, NBRA, or any individual Lot owner may act to enforce the covenants; none of the foregoing, however, are obligated to do so, except that the NBRA shall have the obligation of enforcing the provisions of the water augmentation plan. Delarant and the ACC, together or separately, or through authorized agents or employees further reserve the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants and after five (5) days notice to owner, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

C. Fee: An initial one time fee of one hundred dollars (\$100.00) shall be paid at closing by the purchaser of each lot, and said funds shall be paid to the NBRA to be used for enforcement of the protective covenants herein, but not limited to paying legal or other expenses involved in enforcing these covenants. Said funds, or portions thereof, may be transferred into the NBRA treasury and may be used at the discretion of the NBRA for paying subdivision expenses such as maintenance of entrance ways and signs, special mailings, and other expenses; however, the fund shall not be depleted to the extent that insufficient funds are available to enforce this Declaration. Likewise, the Association may transfer Association funds into the Enforcement Fund if needed to enforce these covenants. If additional funds are required to enforce a covenant action, as approved by the Declarant, NBRA or ACC, Lot owners shall contribute their pro-rata share of such additional funds.

30. DECLARANT MAY ASSIGN: The undersigned or its successors may assign any and all of its rights, powers, obligations, and privileges under this Instrument to any other corporation, association or person.

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed this _____ day of 1 APRIL, 2002.

New Breed Ranch, Inc.



By: Frank A Lee, President
New Breed Ranch, Inc

J. Patrick Kelly El Paso Cty, CO

06/03/2002 11:36

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State of FLORIDA)
)ss.
County of MARTIN)

The foregoing instrument was acknowledged before me this 1 day of April, 2002, by Frank A Lee, President of New Breed Ranch, Inc.

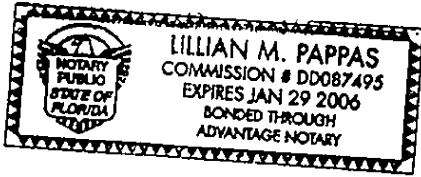
Witness my hand and official seal.

My Commission expires:

Jan 29, 2006

Lillian M. Pappas
Notary Public

Lillian M. Pappas



In the State aforesaid, do hereby certify that Chase Cochran, who is personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22d day of December, A.D. 1930.

My commission expires November 9, A.D. 1931.



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Know all Men by these Presents, That I, Hiram Hutchinson of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations in hand paid, hereby sell and convey to Marie L. Gray of the County of El Paso and the State of Colorado, the following real property situate in the County of El Paso and State of Colorado, to-wit: A perpetual right of way only for the purpose of laying and maintaining a water pipe line under and through the West 10 feet of the North 100 feet of the West half of Lot 7 in Block 12 in Parish's Addition to the City of Colorado Springs, with the right of ingress to and egress from the said premises for the purpose of laying and maintaining said pipe line, provided, however, that whenever entry is made for such purposes, the said premises shall be left in as good condition as when such entry is made. No digging in garage. The above Grant is made as an apartmentance to the East 50 feet of the South 100 feet of Lot 8 in Block 12 in Parish's Addition to the City of Colorado Springs.

Signed and delivered this 28th day of April, A. D. 1931.

Hiram Hutchinson.

State of Colorado, }
County of El Paso, } ss.

I, Ralph L. Bates, a Notary Public in and for said El Paso County, in the State aforesaid, do hereby certify that Hiram Hutchinson, who is personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of April, A. D. 1931.

My commission expires November 9th, A.D. 1931.



000000000

Ho. 486006) This Deed, made this 17th day of April, in the year of

Warrenty Deed) our Lord one thousand nine hundred and thirty-one be-
R. E. Johnson) tween R. E. Johnson of the County of El Paso and State
to) of Colorado, of the first part and George Higginson, and
George Higginson, and) of the County of El Paso and State of Colorado, of the
Filed for Record 11:45 A. M.) second part:
April 29, 1931.)
C. R. Farrow, Recorder.)

Witnesseth, That the said party of the first part for and in consideration of the sum of One Dollar and other valuable consideration to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The Southwest quarter of the Northwest quarter, the Northwest quarter of the Southwest quarter, the South half of the Southwest quarter and the Southeast quarter of Section 5; the South half of Section 4, except that portion of the Northwest quarter of the Southwest quarter lying North and West of the County Road, and except such rights, if any, as School District Number 6 of El Paso County, Colorado, has or may have by virtue of conveyance recorded in Book 30, page 176, of El Paso County, Colorado; records: the Southeast quarter of the Southwest quarter and that portion of the Northwest quarter of the Southwest quarter lying South and East of the County road of Section 5; the East half of the Northwest quarter and the East half of Section 9; all of Section 9; the North half and the Southwest quarter and the West half of the Southwest quarter of Section 10, except that portion of said Section 10 hereinafter set forth; the West half of the Northwest quarter; the North 75 acres of the East half of the Northwest quarter; the Northwest quarter and the North half of the Southwest quarter of Section 15; the East half of Section 16, except that part of the South half of the Southeast quarter of said Section 16 lying South and East of the County Road; the Northwest quarter, the North half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 17; the Northeast quarter of the Northwest quarter of Section 20; the North half of the Northwest quarter of Section 21 and that part of the Northwest quarter of the Northwest quarter of Section 21 lying North and West of the County Road; all in Township 12 South, Range 66 West of the Sixth Principal Meridian.

Except that portion of the Northwest quarter of said Section 10 conveyed to George H. Reuber by Warrenty Deed recorded in Book 847, page 440, records of El Paso County, Colorado.

Also excepting from said Section 10 that portion of the East half of the Northwest quarter of said Section 10 more particularly described as follows: Beginning at a point on the East line of said Section 10 South of 80' East 786.3 feet from the Northwest corner of said Section 10 and running thence North 69' 30" East 696.7 feet to a point; thence South 6° 08' West 463.48 feet to a point; thence South 16° 32' East 1061 feet to a point; thence North 54° 35' East 341.2 feet to a point; thence North 32° 48' East 240.1 feet to a point; on the East line of said Section 10; thence South of 80' East 859.7 feet along the East line of said Section 10 to the place of beginning, containing 16.46 acres, more or less; also excepting as an apartmentance to said last described tract, a perpetual right of way over and across a tract of ground 30 feet in width, the Easement and Southern line of which is described as follows, to-wit:

Beginning at the most southerly point of the tract last herein above described, and running thence in a southerly direction along the westerly line of the tract conveyed by R. E. Johnson to George H. Webster by Warranty Deed recorded in Book 847, page 440, of the El Paso County, Colorado, records, to the South line of the East half of the Northeast quarter of said Section 10; thence West to the West line of said East half of the Northeast quarter of said Section 10; thence South along the East line of the West Half of the Southeast quarter of said Section 10 to connect with the County Road.

Together with the following described water rights: The Squirrel Creek Ditch also known as the S. W. Cropper Ditch, the statement of which is recorded in Book 60 at page 33 thereof, of the records of El Paso County, Colorado; Also the Cropper Ditch, the plat and statement of which is recorded in Plat Book "P" at Page 3, of the records of El Paso County, Colorado.

Together with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way, and all water and water rights, which have been and are, used for the irrigation of the above described lands, and for the irrigation of any part thereof.

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said R. E. Johnson party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the executing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, pole lines and ditches, or any of them, which include any part of the premises above described; except taxes for the year 1931 and subsequent years.

Subject to all reservations contained in the Patent from the State of Colorado for the East half of said Section 16.

And the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and For ever Defend.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year above written.

Witness my hand and seal this _____ day of _____ 1931.

R. E. Johnson (Seal)
 (Seal)
 (Seal)
 (Seal)

State of Colorado,) ss.
 El Paso County,)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. E. Johnson who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

My commission expires February 7 A. D. 1932.
 Given under my hand and notarial seal this 17th day of April, A. D. 1931.

Ollie Coanard,
 Notary Public.

No. 486166) THIS DEED, made this twenty-third day of April in the
 Warranty Deed) year of our Lord one thousand nine hundred and thirty-one
 R. E. Heraty) between R. E. Heraty of the County of Madison and State of
 to) Illinois of the first part, and Floyd K. Sanders and Ethel
 Floyd K. Sanders, et al) C. Sanders, his wife of the County of El Paso and State of
 Filed for Record 8187 A. H.) Colorado, of the second part;
 May 1, 1931) Minnasseth, That the said party of the first part,
 C. R. Purroy, Recorder) for and in consideration of the sum of One Dollar and
) other valuable considerations to the said party of the
 first part in hand paid by the said parties of the second part, the receipt whereof is
 hereby confessed and acknowledged.

And, also, in further consideration that the said party of the second part shall never present or prosecute any claim or claims against the said party of the first part on account of any irrigating ditch or legally established right of way for sewer, water pipe, roadway, telegraph, telephone or electric light line, which passes through, or may pass through the land described in this conveyance; has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The following described tract of land, but excepting therefrom the East 800 feet thereof which was conveyed to J. R. Grizzle on July 28th, 1927: Beginning at a certain 600 feet, more or less from the North line of Hastings Ninth Addition to the City of Colorado Springs, Colorado, at the intersection of the center line of Taylor Street of said City extended with the center line of Madison Street of said City extended; thence running Easterly along said center line of Madison Street of said City extended on a line parallel to the said North line of Hastings Ninth Addition 410 feet more or less, to the center line of El Paso Street of said City extended; thence running Easterly along said center line of El Paso Street of said City extended 200 feet to a point 200 feet, more or less, line of El Paso Street of said City extended 200 feet to a point 200 feet, more or less,

received at El Paso, Texas on AUG 27 1968

Production No. 620070 MARKET REELS

BOOK 2250 PAGE 686

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That William J. Syms, Jr.

of the County of El Paso and State of Colorado, hereinafter called the "Grantor" in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is El Paso, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, his successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and of incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stabs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, and along a strip of land twenty feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado,

A center-line running through the center of the existing poles, and a line belonging to Mountain View Electric, Association, Inc., and presently located:

S&W SECTION 10 TOWNSHIP 12 SOUTH RANGE 66 WEST

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantor's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

The word "Grantor," wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

WITNESS the hand and seal of the Grantor this 13th day of August A.D. 1968

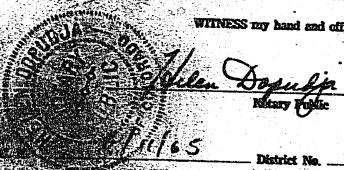
(Husband) William J. Syms, Jr. (SEAL)
(Wife) _____ (SEAL)

STATE OF COLORADO)
COUNTY OF El Paso) ss. _____ (SEAL)

The within instrument was acknowledged before me this 13th day of August, 1968 by William J. Syms, Jr.

My commission expires September 1, 1970.

WITNESS my hand and official seal



Replaces: Robert C. Morris #2 District No. 4

Revised

an

MF

Received at _____ of _____ at _____ o'clock P. M. AUG 21 1961
Reception No. 202329 Notary Seal, Recorder

RN

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

Robert C. Norris, R#3 Colo. Sup. Colo.

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a cooperative corporation, whose post office address is Colorado Springs, Colorado, and to its successors or assigns, the right to enter upon the lands

of the undersigned, situated in the County of El Paso, State of Colorado, and more particularly described as follows:

TOTAL 290 ACRES
455 ACRES of SECTION 10 AND NORTHWEST QUARTER
OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 66
WEST OF THE 6TH P.M.

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____

day of July 27, 1959.

Witness
William J. Stora

Robert C. Norris (SEAL)

(SEAL)

STATE OF COLORADO }
COUNTY OF Lincoln } ss

I do hereby certify that Robert C. Norris personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument of writing, as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 27th day of July A.D. 1959
My commission expires: Nov 18, 1959

Ashby C. Payne
Notary Public

F/A

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6035 212

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

DECLARATION OF EASEMENT

THIS DECLARATION of Easement is made and entered into this ^{25th} day of August, 1992, by and between The New Breed Ranch, Inc., a Colorado corporation ("New Breed") and Frank A. Lee ("Lee").

20.00

The Declaration of Easement is premised on the following:

[A] New Breed is the owner of the real property described in Exhibit A attached hereto (referred to hereafter as "Parcel A"); and Lee is the owner of the real property described Exhibit B attached hereto (referred to hereafter as "Parcel B").

[B] New Breed is a Colorado corporation, the sole shareholder of which is Lee.

[C] There is no legal means of access or ingress and egress from any public street or highway to Parcel B as a result of Parcel A's surrounding Parcel B; and, therefore, access must be provided across Parcel A. This Declaration of Easement is intended to provide that access.

THEREFORE, for and in consideration of the above recited premises, to which the parties agree, and for good and valuable consideration, the parties agree as follows:

[1] CREATION OF AN ACCESS EASEMENT. New Breed, as the owner of Parcel A, the servient estate, hereby grants, creates and declares, for the benefit of Parcel B, the dominant estate, an easement for the purpose of access, ingress and egress over that presently existing driveway across Parcel A from Shoup Road in El Paso County, Colorado, to Parcel B, to the full width thereof. The Easement shall run with the land, shall be appurtenant to Parcel B, and shall be for the benefit of any owner of Parcel B, and their assigns and successors in interest.

[2] EXPIRATION OF EASEMENT. The Easement above granted shall be in perpetuity, but shall be earlier terminated by operation of the law of merger, if the ownership of Parcels A and B is vested in one and the same person or entities. The terms of this Declaration may be modified or terminated at any time by a written agreement executed by the then owners of both Parcels A and B.

[3] USE OF EASEMENT. The Easement herein granted shall be used exclusively for ingress and egress and access to Parcel B, and shall result in no other possessory or ownership rights. The Easement shall at all times be kept open for said use. New Breed, at all times, shall keep the Easement in repair and available for the uses herein granted, at the cost of New Breed.



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6035 213

[4] MISCELLANEOUS. This Declaration of Easement and the agreements contained herein shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties hereto, including specifically, the owners of Parcels A and B.

Dated: August 25th, 1992.

THE NEW BREED RANCH, INC.

by: Frank A Lee
President



[Signature]
Asst Secretary

(Seal)

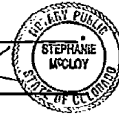
Frank A Lee
Frank A. Lee

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

Subscribed and sworn to before me this 25th day of August, 1992 by Frank A. Lee, as President of The New Breed Ranch, Inc.

My commission expires _____
(Seal)

[Signature]
Notary



My Commission Expires March 21, 1993

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

Subscribed and sworn to before me this 25th day of August, 1992 by Frank A. Lee.

My commission expires _____
(Seal)

[Signature]
Notary



My Commission Expires March 21, 1993

ATTACHED LEGAL DESCRIPTION
EXHIBIT "A"

Parcel A: (62000-00-185)

That portion of Section 10 and of the Northwest quarter of Section 15 in Township 12 South, Range 66 West of the 6th P.M., in El Paso County, Colorado, described as follows: Beginning at the Northeast corner of the West half of the Southeast quarter of said Section 10; thence Southerly on the Easterly line thereof to its intersection with the Northerly line of Shoup Road as described in Deed recorded in Book 602 at Page 283 of the records of El Paso County, Colorado; thence Westerly on the Northerly line of Shoup Road to its intersection with the West line of the Northwest quarter of said Section 15; thence North on said West line to the Northwest corner of said Section 15; thence North 01 degrees 10'40" West 1924.90 feet, more or less, on the West line of said Section 10 to a point thereon South 01 degrees 10'40" East 723 feet from the Northwest corner of the Southwest quarter of said Section 10; thence North 39 degrees 50' East 270.56 feet; thence North 23 degrees 19' West 189.70 feet; thence North 12 degrees 38' East 583.11 feet; thence North 47 degrees 02' East 226.04 feet; thence North 35 degrees 40' East 208.67 feet; thence North 42 degrees 00' East 243.40 feet; thence North 51 degrees 47' East 231.32 feet; thence North 07 degrees 24' East 439.18 feet; thence North 75 degrees 32' East 455.49 feet; thence North 66 degrees 00' East 230.54 feet; thence North 76 degrees 30' East 344.84 feet; thence North 31 degrees 33' East 228.28 feet; thence North 71 degrees 48' East 370.24 feet; thence North 55 degrees 47' East 858.58 feet; thence North 77 degrees 02 minutes East 330.75 feet; thence North 40 degrees 28' East 248.57 feet to intersect the North line of said Section 10; thence South 89 degrees 56' East 1720.42 feet on said North line to the Northeast corner of said Section 10; thence South 00 degrees 50' East 726.30 feet on the East line of said Section 10; thence North 68 degrees 30' West 696.70 feet; thence South 06 degrees 08' West 463.48 feet; thence South 16 degrees 32' East 1054.34 feet to intersect the Northwesterly line of the tract described in deed recorded in Book 847 at Page 440 of the records of El Paso County, Colorado; thence Southwesterly on said Northwesterly line 145.57 feet to an angle point thereon; thence Southwesterly on the Westerly line of said tract 624 feet to the South line of the Northeast quarter of said Section 10; thence West on said South line 646.15 feet; more or less, to the point of beginning.

SPECIFICALLY EXCEPTING THEREFROM the following described parcel:

That portion of the West one-half (W 1/2), Section 10, Township 12 South, Range 66 West of the 6th P.M. in El Paso County,
continued on next page

LEGAL DESCRIPTION CONTINUED
EXHIBIT "A" CONTINUED

Colorado, described as follows:

Commencing at the Northeast corner of the West half of the Southeast quarter of said Section 10; thence Southerly on the Easterly line thereof to its intersection with the Northerly line of Shoup Road as described in Deed recorded in Book 602, Page 283, of the records of El Paso County, Colorado; thence Westerly on the Northerly line of Shoup Road to its intersection with the East line of the West one-half (W 1/2) of said Section 10; thence Northerly on said East line, a distance of 1945 feet to the TRUE POINT OF BEGINNING of the parcel of land to be described herein; thence continue Northerly along said East line, a distance of 1234.75 feet; thence angle left 90 degrees 00'00", a distance of 1234.75 feet; thence angle left 90 degrees 00'00", a distance of 1234.75 feet; thence angle left 90 degrees 00'00", a distance of 1234.75 feet to the point of beginning.

Parcel B: (62000-00-186)

That portion of the West one-half (W 1/2), Section 10, Township 12 South, Range 66 West of the 6th P.M., in El Paso County, Colorado, described as follows:

Commencing at the Northeast corner of the West half of the Southeast quarter of said Section 10; thence Southerly on the Easterly line thereof to its intersection with the Northerly line of Shoup Road as described in Deed recorded in Book 602, Page 283, of the records of El Paso County, Colorado; thence Westerly on the Northerly line of Shoup Road to its intersection with the East line of the West one-half (W 1/2) of said Section 10; thence Northerly on said East line, a distance of 1945 feet to the TRUE POINT OF BEGINNING of the parcel of land to be described herein; thence continue Northerly along said East line, a distance of 1234.75 feet; thence angle left 90 degrees 00'00", a distance of 1234.75 feet; thence angle left 90 degrees 00'00", a distance of 1234.75 feet; thence angle left 90 degrees 00'00", a distance of 1234.75 feet to the point of beginning.

Purported Street Address: 3250 Shoup Road



DISTRICT COURT, WATER DIVISION 2, COLORADO

Case No. 99CW79 (C/R 98CW58)

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF FRANK A. LEE and NEW BREED RANCH, INC.
in El Paso County.

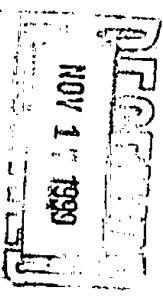
FILED IN THE OFFICE OF THE CLERK,
DISTRICT COURT WATER DIV. NO. 2
STATE OF COLORADO
NOV 15 1999
MARDELL TRIVISONNO
CLERK

The Court, having considered all matters contained in the application, documents, stipulations, and other filed pleadings, and having taken testimony and evidence as necessary and appropriate, makes the following Findings of Fact, Conclusions of Law, and Decree:

FINDINGS OF FACT

1. The application in this case was filed on June 22, 1999 by Frank A. Lee and New Breed Ranch, Inc., whose addresses are 3250 Shoup Road, Colorado Springs, CO 80908. Their shared phone number is 719-495-3183.
2. The application was published in the resume for Water Division 2 and in a newspaper of general circulation in El Paso County, as required by law.
3. No statements of opposition were filed, and the time for filing statements of opposition has expired. No motions to intervene have been filed.
4. Pursuant to Applicant's Motion, the case was re-referred to the Water Judge, Water Division 2 by order dated June 30, 1999.
5. The land and water involved herein are not within the boundaries of a designated ground water basin.
6. The court has jurisdiction over the subject matter of this proceeding and over all persons

13076 filed October 10, 2008



who might be affected by the granting of this decree, whether or not they have appeared herein.

7. In Case No. 98CW58, Water Division 2, Colorado, these Applicants obtained a decree adjudicating the water in the Denver, Arapahoe and Laramie-Fox Hills aquifers underlying 460.3 acres of Applicants' land (the "Property", as depicted on Exhibit A and described on Exhibit B hereto), adjudicating the water in the Dawson aquifer underlying 450.3 acres of Applicants' land, and approving a plan for augmentation to replace stream depletions caused by pumping water from the Denver aquifer to provide water to up to 83 lots. In this case, Applicants do not seek any changes to the adjudication of the water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers, but seek to amend the plan for augmentation to augment stream depletions caused by providing water from the Denver Basin aquifers underlying the Property to up to 94 lots.

8. Water Use by Individual Lots. Applicants propose to subdivide the Property into up to 94 residential lots. The water needs of each lot shall be provided from Wells D-1 through D-94 in the not nontributary Denver aquifer. A breakdown of water demand and consumption by the allowed uses is as follows:

- A. Pond or pool evaporation. Net evaporation from decorative ponds or swimming pools will equal 28.2 inches annually, or 0.054 acre feet per 1,000 square feet. This use is totally consumptive.
- B. Livestock watering. Each horse or horse equivalent will consume 10 gallons per day, or 0.011 acre feet annually. Such use is totally consumptive.
- C. Landscape irrigation. Landscape irrigation will require annual applications of 2.0 acre feet per acre, or 0.046 acre feet per 1,000 square feet. Return flows will equal 15% of diversions.

D. Indoor uses. Diversions for indoor uses will average 0.27 acre feet per house. Wastewater disposal will be through use of non-evaporative septic systems. Return flows will equal 90% of diversions.

9. No lot will contain more than one house. Annual water usage per lot shall be limited to 0.27 acre feet for indoor uses plus the sum of $(A \times 0.054) + (B \times 0.011) + (C \times 0.046) \leq 0.19$, where A equals the number of 1,000 square feet of pond or swimming pool surface area, B equals the number of horses and C equals the number of 1,000 square feet of irrigated landscape. Each lot shall be limited to pumping of 0.46 acre feet (150,000 gallons) annually.

10. Replacement of depletions during pumping. The Denver aquifer underlying the Property is more than one mile from a point of contact with any natural stream; hence, during pumping Applicants are required to replace 4% of annual pumping. Based on an assumed annual pumping rate of 43.2 acre feet, required annual replacements to Monument Creek are 1.7 acre feet. Applicants' septic and irrigation return flows will be used to replace such depletions. Assuming a "worst case" scenario in which water use from all 94 lots is totally consumptive, except for indoor uses, annual septic return flows will equal 22.8 acre feet annually, greatly exceeding the replacement requirement. Applicants hereby dedicate any and all septic system and landscape irrigation return flows to this plan for augmentation.

11. Replacement of post-pumping depletions.
A. Applicants agree to replace depletions for the shortest of the following periods: the period provided by the Colorado Legislature, should it eventually specify one and if the Applicants obtain water court approval for such modification; the period determined by the State Engineer, should the State Engineer lawfully establish such a period; the period

J. Patrick Kelly EL Paso Cty, CO 099178510
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Rec \$70.00 4 of 14

Case No. 98CW58
Water Division 2
Page 4

established through rulings of the Colorado Supreme Court on relevant cases; or until Applicants petition the water court and after notice to parties in the case proves that it has complied with all statutory requirements. The court finds that the provisions of this paragraph are adequate to comply with existing law and to prevent injury to others.

B. Post-pumping depletions, as a percentage of average annual pumping, have been computed based on assumed annual pumping of 40.0 acre feet over a 300 year pumping period, using the State Engineer's "DE10" computer model. Applicant's annual replacement obligation will be determined by multiplying average annual Denver aquifer pumping through the end of pumping, whenever that occurs, by the appropriate stream depletions factor for Monument Creek shown on Table 1 attached hereto. That amount of water shall then be pumped from the Laramie-Fox Hills aquifer decreed herein or such other source of water as receives judicial approval after notice, into the Monument Creek system. Applicant's successors in interest shall be required to construct a Laramie-Fox Hills aquifer well pursuant to this plan for augmentation unless a different source of water is approved by the court for replacement of post-pumping depletions, or unless the obligation is terminated pursuant to ¶16.A. above. If at some time replacement of post-pumping depletions is no longer required pursuant to ¶16.A. above, at that time the reservation and dedication of the Laramie-Fox Hills water for replacement of post-pumping depletions will terminate.

12. In order to ensure that septic return flows return to the Monument Creek drainage, at the time the first house is constructed on the Property Applicants shall, in consultation with the State or Division Engineer's staff, install a piezometer drilled through the overburden soils at some point

reasonably near the septic system of such house for the purpose of measuring water levels. Once each quarter the piezometer will be monitored for the presence of overburden deposit ground water. If within five years from installation of the piezometer these observations demonstrate that the soil is continuously saturated over four consecutive quarters, it shall be taken as conclusively proved that septic system return flows accrue to the Monument Creek drainage. If during the five year period the monitoring does not demonstrate the existence of saturated soil over four consecutive quarters, then any person may invoke the court's retained jurisdiction for reconsideration of the issue of injury, based on the issue whether septic return flows are replacing stream depletions to the Monument Creek drainage.

13. Prior to or upon subdivision of the Property, Applicants shall create a property owner's association, which all owners of lots in the Property shall be required to join. The by-laws of the property owner's association shall provide that the association will own and/or operate, as applicable, this plan for augmentation and the Laramie-Fox Hills water for the benefit of the lots on the Property. Applicants shall create restrictive covenants upon and running with the Property, which shall obligate the individual purchasers and the property owner's association to carry out all requirements of this decree, including the possible replacement of post-pumping depletions. Said covenants shall indicate clearly that failure of either the property owners or the property owners association to comply with the terms of this decree, including the possible obligation to construct a Laramie-Fox Hills aquifer well in the future to replace post-pumping stream depletions, may result in an order of the Division Engineer's office to curtail or eliminate pumping of Wells D-1 through DA-94. This decree and the restrictive covenants shall be recorded in the El Paso County records, so that a title examination of the Property, or any part thereof, shall reveal to all future

purchasers the existence of the decree and restrictive covenants.

14. Applicants shall convey to the property owner's association the plan for augmentation decreed herein for the replacement of depletions associated with pumping of 12,960 acre feet of Denver aquifer water. Applicants shall also convey to the property owner's association all of the Laramie-Fox Hills water decreed herein. When Applicants convey individual lots on the Property, the deed shall also convey the right to pump 138 acre feet of Denver aquifer water underlying the lot to the purchaser. Presentation to the State Engineer of a deed to a lot in the Property, accompanied by a properly completed well permit application and the applicable fee, shall entitle the lot owner to a Denver aquifer well permit for such lot, to be operated consistent with the terms of this decree and applicable statutes.

15. Any use of Denver aquifer water decreed herein on land other than the Property described herein is not permitted by this plan for augmentation, and shall require either a decreed amendment to this plan for augmentation, or a separately decreed plan for augmentation, as a prerequisite to pumping of that water.

16. Applicants will record against the Property restrictive covenants running with the land adequate to insure that use of the wells on the Property is limited to the uses decreed herein, and that wastewater disposal shall be through the use of non- evaporative septic systems, absent an amendment to this plan for augmentation. The restrictive covenants shall be amended as necessary to conform to the provisions of any amendment to this augmentation plan, or any subsequent or replacement augmentation plan which governs use of all or any portion of the 12,960 acre feet of Denver aquifer water covered by this plan for augmentation.

17. The Court finds that under the terms and conditions herein the requirements of C.R.S. §37-

90-137(9)(c) have been met, and that no injury will be caused to the owner of or anyone entitled to use water under a vested or decreed conditional water right.

CONCLUSIONS OF LAW

18. The Court has jurisdiction over the subject matter of this action and over all persons who could have appeared herein, whether or not they did so appear.
19. Applicant has complied with all conditions precedent to the granting of this decree.
20. The plan for augmenting depletions caused by pumping the not nontributary Denver aquifer is required by C.R.S. § 37-90-137(9), and is subject to the requirement of C.R.S. §37-92-305(3) and 305(9) that no injury will occur to the owners of or persons entitled to use water under an absolute water right or decreed conditional water right as a result of implementing such plan for augmentation. Applicant has proved that no such injury will occur.
21. Applicant has maintained dominion and control over its septic system return flows by determining the quantity of such return flows, as set forth in part III above, and thus has the legal ability to use said return flows in this plan for augmentation. See, Public Service Co. v. Willows Water District, 856 P.2d 829 (Colo. 1993).

JUDGMENT AND DECREE

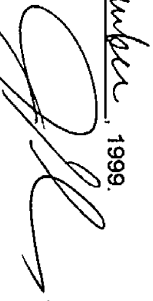
22. The foregoing findings of fact and conclusions of law are hereby incorporated into this judgment and decree.
23. The plan for augmentation decreed herein supersedes in its entirety the plan for augmentation decreed in Case No. 98CW58; however, the decree in Case No. 98CW58 adjudicating the water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers is unchanged by this decree.

24. Prior to constructing any well decreed herein, Applicants or their successors shall file a well permit application and, if a successor, a copy of the deed to their lot with the State Engineer. The State Engineer shall issue well permits in accord with the decree entered herein and applicable statutes. Should Applicants fail to construct any well prior to the expiration of the well permit Applicants may reapply to the State Engineer for a new well permit and the State Engineer shall issue a new well permit with terms and conditions no more burdensome than those contained herein.
25. The application for approval of a plan for augmentation to replace depletions caused by pumping the nontributary Denver aquifer is approved as set forth above in the findings of fact in this decree. No more than 43.2 acre feet of water may be pumped each year from the Denver aquifer absent approval of an amendment to this plan for augmentation or approval of a new plan for augmentation replacing injurious depletions resulting from such pumping. The State Engineer shall curtail the pumping of more than 43.2 acre feet annually from the Denver aquifer absent compliance with the foregoing sentence. The State Engineer shall also curtail diversions from the Denver aquifer pursuant to this plan for augmentation, the depletions from which are not so replaced as to prevent injury to vested water rights or decreed conditional water rights.
26. As reasonably required by the Division Engineer, but no less than annually, Applicants shall complete and submit an accounting form which shows groundwater withdrawals, stream depletions, return flows, and net stream depletions. The accounting form must be acceptable to the Division Engineer, and may be changed from time to time if necessary. An accounting form which is acceptable to the Division Engineer at the present time is attached to this Ruling as Exhibit C.

27. Pursuant to C.R.S. § 37-92-304 (6), the Court retains continuing jurisdiction over the plans for augmentation decreed herein for reconsideration of the question whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others. The Court also has continuing jurisdiction for the purposes of determining compliance with the terms of the augmentation plans.

28. Any person seeking to invoke the retained jurisdiction of the Court shall file a verified petition with the Court. The petition to invoke retained jurisdiction or to modify the decree shall set forth with particularity the factual basis upon which the requested reconsideration is premised, together with proposed decretal language to effect the petition. The person lodging the petition shall have the burden of going forward to establish prima facie facts alleged in the petition. If the Court finds those facts to be established, Applicants shall thereupon have the burden of proof to show: (1) that any modification sought by Applicants will avoid injury to other appropriators, or (2) that any modification sought by the person filing the petition is not required to avoid injury to other appropriators, or (3) that any term or condition proposed by Applicants in response to the petition does avoid injury to other appropriators.

Dated this 15th day of November, 1999.



John E. Anderson III
District Court Judge
Water Division 2

DISTRICT COURT
WATER DIVISION NO. 2
STATE OF COLORADO

Certified to be true and correct copy on file.

Dated: 11/23/1999

MARDELL R. No. 2
CLERK

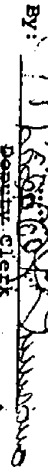
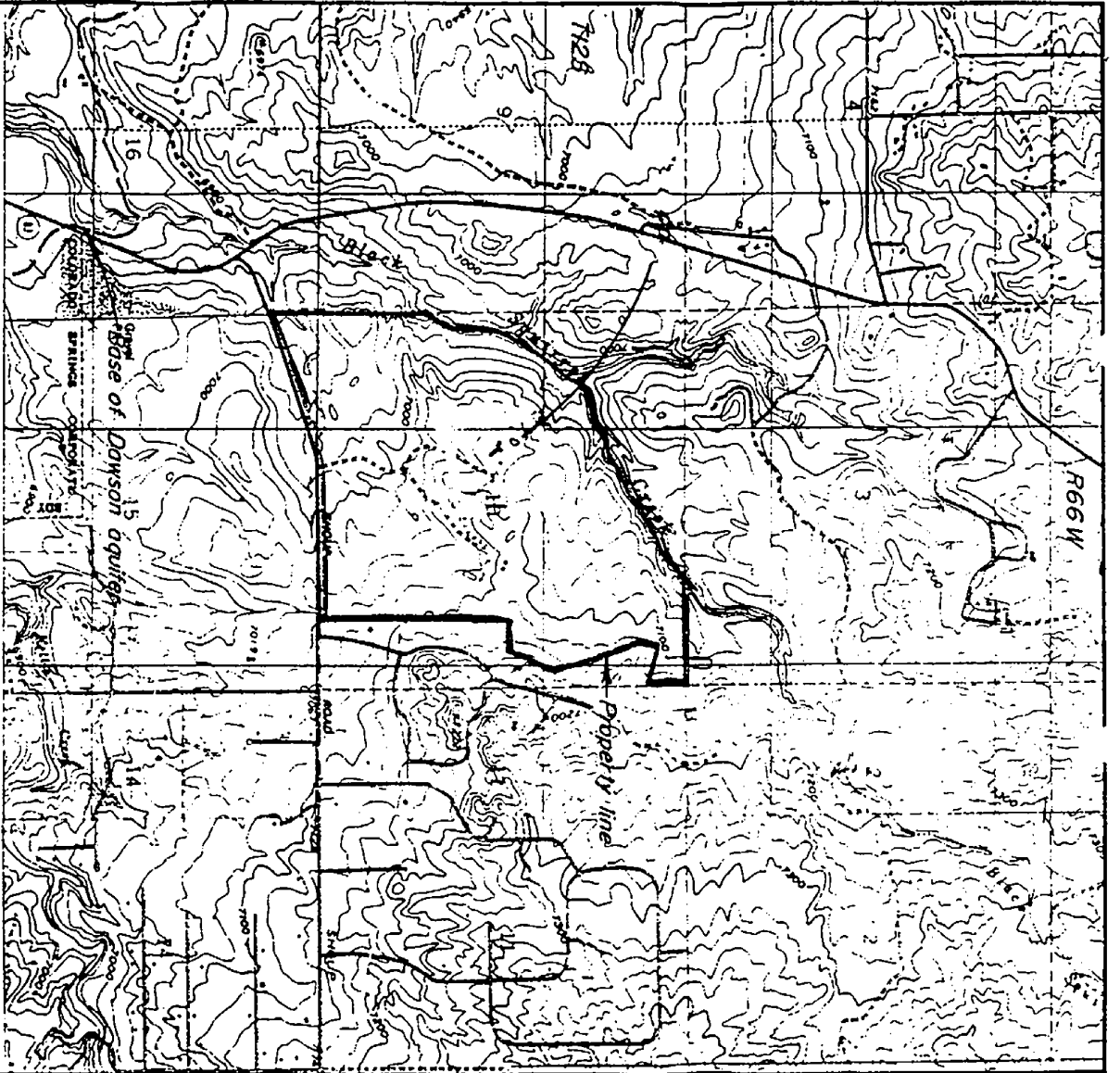
By: 
Deputy Clerk

TABLE 1
DENVER AQUIFER AUGMENTATION ANALYSIS
LEE PROPERTY

Year	Withdrawal (af/yr)	Stream Depletion Factors		Depletion (af/yr)	Mountain Creek Return Flows		NT Pumping (af/yr)	Net Depletion (af/yr)
		Stream Depletion Factors	Depletion Factors		Return Flows	Depletion		
10	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
20	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
30	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
40	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
50	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
60	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
70	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
80	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
90	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
100	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
110	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
120	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
130	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
140	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
150	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
160	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
170	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
180	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
190	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
200	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
210	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
220	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
230	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
240	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
250	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
260	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
270	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
280	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
290	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
300	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
310	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
320	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
330	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
340	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
350	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
360	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
370	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
380	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
390	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
400	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
410	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
420	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
430	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
440	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
450	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
460	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
470	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
480	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
490	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
500	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
510	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
520	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
530	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
540	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
550	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
560	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
570	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
580	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
590	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0
600	40	4.00	1.00	1.6	21.8	21.8	0.0	0.0

TABLE 1

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J. Patrick Kelly El Paso City, CO
 11/23/1999 03:20 099178510
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LOCATION MAP

EXHIBIT A

WELLS & CO.
 ground water geologists

Scale 1" = 2000'

EXHIBIT B

Real Property situated in the County of El Paso and State of Colorado, to wit:

That portion of Section 10 and of the Northwest quarter of Section 15 in Township 12 South, Range 66 West of the 6th P.M., described as follows: Beginning at the Northeast corner of the West half of the Southeast quarter of said Section 10; thence Southerly on the Easterly line thereof to its intersection with the Northerly line of Shoup Road as described in deed recorded in Book 602 Page 283 of the records of El Paso County, Colorado; thence Westerly on the Northerly line of Shoup Road to its intersection with the West line of the Northwest quarter of said Section 15; thence North on said West line to the Northwest corner of said Section 15; thence North 1°10'40" West 1924.90 feet, more or less, on the West line of said Section 10 to a point thereon South 1°10'40" East 723 feet from the Northwest corner of the Southwest quarter of said Section 10; thence North 39°50' East 270.56 feet; thence North 23°19' West 189.70 feet; thence North 12°38' East 583.11 feet; thence North 47°02' East 226.04 feet; thence North 35°40' East 208.67 feet; thence North 42°00' East 243.40 feet; thence North 51°47' East 231.32 feet; thence North 7°24' East 439.18 feet; thence North 75°32' East 455.49 feet; thence North 66°00' East 230.54 feet; thence North 76°30' East 344.84 feet; thence North 31°33' East 228.28 feet; thence North 71°48' East 370.24 feet; thence North 55°47' East 858.58 feet; thence North 77°02' East 230.75 feet; thence North 40°28' East 248.57 feet to intersect the North line of said Section 10; thence South 89°56' East 1720.42 feet on said North line to the Northeast corner of said Section 10; thence South 00°50' East 726.30 feet on the East line of said Section 10; thence North 68°30' West 696.70 feet; thence South 6°08' West 463.48 feet; thence South 16°32' East 1054.34 feet to intersect the Northerly line of the tract described in deed recorded in Book 847 at Page 440 of the records of El Paso County, Colorado; thence Southwesterly on said Northerly line 145.57 feet to an angle point thereon; thence Southwesterly on the Westerly line of said tract 624 feet to the South line of the Northeast quarter of said Section 10; thence West on said South line 646.15 feet; more or less, to the point of beginning, El Paso County, Colorado, also known as 3250 Shoup Road.

EXHIBIT B

Lee Property
 Case 98 - CW - 59
 Augmentation Plan Accounting
 Through Cessation of Pumping

- A. Total Withdrawal [last year line C.]
- B. Total Denver Withdrawal [Table I B(col. 7)]
- C. Total Withdrawal Since Pumping Began [A+ B]
- D. Years Since Pumping Began [Current Year - 1999]

- E. Stream Depletion [B.*0.4]
- F. Return Flows [Table I C.]
- G. Net Depletion [F-E]

Year	
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Monument Creek	
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DRAFT

Table 1
Case 98-CW-59
Well Meter and Water Use

Well Name	Permit No.	col. 1 No. Horses	col. 2 Pool Area (sq. ft.)	Well Meter Readings (gal.)						Return Flows		
				col. 3 Last Year Oct. 31	col. 4 Last Year Dec. 1	col. 5 This Year Feb. 28/29	col. 6 This Year Oct. 31	col. 7 Total	col. 8 Base Use	col. 9 Irrigation Use	Residential (1)	Irrigation (2)
Lot 1												
Lot 2												
Lot 3												
Lot 80												

A. Total (gal.)												
B. Total (af)												
C. Returns (af)												

Explanation
 Col. 7 = Col. 6 - Col. 3
 Col. 8 = (Col. 5 - Col. 4) * 12
 Col. 9 = Col. 7 - Col. 8 - (Col. 1 * 0.011) - Col. 2 * (0.054/1000)
 (1) = ((Col. 8 - (Col. 1 * 0.011) - (Col. 2 * (0.054/1000))) * 0.9
 (2) = Col. 9 * 0.15
 B. = Line A/326000
 C. = B(1) + B(2)

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EXHIBIT C
Page 2

J. Patrick Kelly El Paso Cty, CO

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SPECIAL WARRANTY DEED - WATER RIGHTS

New Breed Ranch, Inc., a Colorado corporation ("Grantor"), whose legal address is 3250 Shoup Road, Colorado Springs, CO 80908, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby sells and conveys to New Breed Ranch Association, Inc., a Colorado corporation, that plan for augmentation decreed in Case No. 99CW79, Water Division 2, Colorado, with all its rights and responsibilities, and also all of the water rights decreed in the Laramie-Fox Hills aquifer in Case No. 98CW58, Water Division 2, State of Colorado (collectively, the "Water Rights"), which underlies the land described on Exhibit A attached hereto.

And warrants title, but not the amount available for withdrawal, against all persons claiming under Grantor.

The Water Rights conveyed herein are intended to allow pumping from individual on-lot Denver aquifer wells in New Breed Ranch as described in Exhibit A hereto, and to provide a source of water to replace post-pumping stream depletions caused by pumping wells in the Denver aquifer underlying New Breed Ranch. Therefore, the Water Rights shall run with New Breed Ranch, and may not be separately sold, bartered, liened or encumbered.

No cash consideration accompanied this conveyance.

New Breed Ranch, Inc.

Frank A Lee Pres 4/1/02

By: Frank A. Lee, president of (date)
New Breed Ranch, Inc.

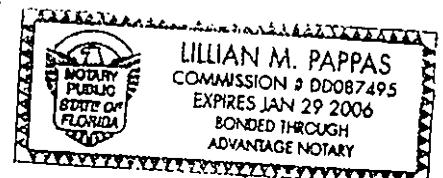
STATE OF FLORIDA)
) ss.
County of MARTIN)

The foregoing instrument was acknowledged before this 1 day of APRIL, 2002 by Frank A. Lee, President of New Breed Ranch, Inc

Witness my hand and official seal.

My commission expires: Jan 29, 2006

Lillian M Pappas
Notary Public
Lillian M. Pappas



J. Patrick Kelly El Paso Cty, CO

06/03/2002

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Rec \$10.00 2 of 2

EXHIBIT A

Real Property situated in the County of El Paso and State of Colorado, to wit:

That portion of Section 10 and of the Northwest quarter of Section 15 in Township 12 South, Range 66 West of the 6th P.M., described as follows: Beginning at the Northeast corner of the West half of the Southeast quarter of said Section 10; thence Southerly on the Easterly line thereof to its intersection with the Northerly line of Shoup Road as described in deed recorded in Book 602 Page 283 of the records of El Paso County, Colorado; thence Westerly on the Northerly line of Shoup Road to its intersection with the West line of the Northwest quarter of said Section 15; thence North on said West line to the Northwest corner of said Section 15; thence North 1°10'40" West 1924.90 feet, more or less, on the West line of said Section 10 to a point thereon South 1°10'40" East 723 feet from the Northwest corner of the Southwest quarter of said Section 10; thence North 39°50' East 270.56 feet; thence North 23°19' West 189.70 feet; thence North 12°38' East 583.11 feet; thence North 47°02' East 226.04 feet; thence North 35°40' East 208.67 feet; thence North 42°00' East 243.40 feet; thence North 51°47' East 231.32 feet; thence North 7°24' East 439.18 feet; thence North 75°32' East 455.49 feet; thence North 66°00' East 230.54 feet; thence North 76°30' East 344.84 feet; thence North 31°33' East 228.28 feet; thence North 71°48' East 370.24 feet; thence North 55°47' East 858.58 feet; thence North 77°02' East 230.75 feet; thence North 40°28' East 248.57 feet to intersect the North line of said Section 10; thence South 89°56' East 1720.42 feet on said North line to the Northeast corner of said Section 10; thence South 00°50' East 726.30 feet on the East line of said Section 10; thence North 68°30' West 696.70 feet; thence South 6°08' West 463.48 feet; thence South 16°32' East 1054.34 feet to intersect the Northwesterly line of the tract described in deed recorded in Book 847 at Page 440 of the records of El Paso County, Colorado; thence Southwesterly on said Northwesterly line 145.57 feet to an angle point thereon; thence Southwesterly on the Westerly line of said tract 624 feet to the South line of the Northeast quarter of said Section 10; thence West on said South line 646.15 feet; more or less, to the point of beginning, El Paso County, Colorado, also known as 3250 Shoup Road.

J. Patrick Kelly El Paso Cty, CO

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SPECIAL WARRANTY DEED - WATER RIGHTS

New Breed Ranch, Inc. and Frank A. Lee ("Grantors"), whose legal addresses are 3250 Shoup Road, Colorado Springs, CO 80908, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby sell and convey to New Breed Ranch, Inc., all of Grantors' right, title and interest in and to the water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifer, all as decreed in Case No. 98CW58, Water Division 2, Colorado, and also that plan for augmentation decreed in Case No. 99CW79, Water Division 2, Colorado, with all rights and responsibilities associated therewith;

And warrant title, but not the amount of water available for withdrawal, against all persons claiming under Grantors.

No cash consideration accompanied this conveyance.

New Breed Ranch, Inc.

Frank A Lee 4/1/02
By: Frank A. Lee, President (date)
New Breed Ranch, Inc.

STATE OF FLORIDA)
County of MARTIN) ss.

The foregoing instrument was acknowledged before me this 1 day of APRIL 2002
2002 by Frank A. Lee, president of New Breed Ranch, Inc.

Witness my hand and official seal.

My commission expires: JAN. 29. 2006

Lillian M. Pappas
Notary Public
Lillian M. Pappas



J. Patrick Kelly El Paso Cty, CO 202089105
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Frank A. Lee

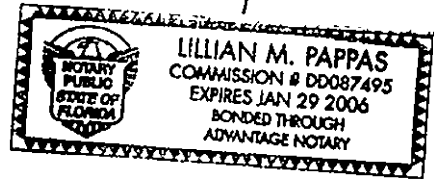
Frank A Lee April 1 2002
By: Frank A. Lee (date)

STATE OF COLORADO)
)ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 1 day of April,
2002 by Frank A. Lee.

Witness my hand and official seal.

My commission expires: JAN 29, 2002



Lillian M. Pappas
Notary Public
Lillian M. Pappas



RESOLUTION NO. 00-280
BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Bremer moved adoption of the following Resolution:

WHEREAS, New Breed Ranch, Inc., and Frank Lee did file a petition with the Planning Department of El Paso County to Rezone the herein described property in El Paso County from the RR-3 (Rural Residential) Zone District to the PUD (Planned Unit Development) Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on March 21, 2000, upon which date the Planning Commission did by formal resolution recommend approval of the subject zone change petition with conditions and notation; and

WHEREAS, a public hearing was held by this Board on July 13, 2000; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed PUD (Planned Unit Development) District zoning is in general conformity with the Master Plan for El Paso County, Colorado, or the applicable comprehensive plan or any amendments thereto.
4. The proposed land use will be compatible with existing and permitted land uses in the surrounding area and will be in harmony and responsive with the character of the surrounding area.
5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.

6. A need for development has been demonstrated.
 7. The proposed development will not have a negative effect upon the existing and future development of the surrounding area.
 8. The proposed PUD (Planned Unit Development) District zoning will achieve and advance the stated purposes set forth in Section 16 of the El Paso County Land Development Code.
 9. The existing and proposed public services and facilities are adequate for the proposed development, and the proposed public services and facilities will be timely provided.
 10. The existing and proposed internal/external transportation network is suitable and adequate to carry the anticipated traffic generated by the proposed development, and the proposed transportation network improvements will be timely provided.
 11. For the above-stated and other reasons, the proposed zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.
- NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of New Breed Ranch, Inc., and Frank Lee for a Zone change from the RR-3 (Rural Residential) Zone District to the PUD (Planned Unit Development) Zone District for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions shall be placed upon this approval:

CONDITIONS:

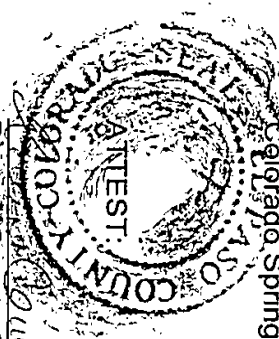
1. The Rezoning request and Preliminary Plan shall be processed concurrently.
2. Development of the property shall be in accordance with the approved Development Plan and Guidelines. Minor modifications may be made subject to the limitations contained in Section 16, paragraph Q. of the El Paso County Land Development Code.

3. Prior to recording, the Development Plan shall be revised to reflect the requirements of Section 16 and 37.5 of the El Paso County Land Development Code, including the Development Plan drawing at a size of 24" x 26".
4. Prior to recording, correct the Development Plan and Guidelines according to red lines provided by staff.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 13th day of February 2001, nunc pro tunc, July 13, 2000, at Calorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO



By J. Patrick Kelly
Deputy County Clerk

By [Signature]
Chairman

Commissioner Brown seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

- | | |
|----------------------|--------|
| Commissioner Jones | absent |
| Commissioner Howells | aye |
| Commissioner Bremer | aye |
| Commissioner Beedy | aye |
| Commissioner Brown | aye |

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 00-280
EXHIBIT A

THAT PORTION OF SECTION 10 AND OF THE NORTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTHERLY ON THE EASTERLY LINE THEREOF TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SHOUP ROAD AS DESCRIBED IN DEED RECORDED IN BOOK 602 AT PAGE 283 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE WESTERLY ON THE NORTHERLY LINE OF SHOUP ROAD TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH ON SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH $1^{\circ}10'40''$ WEST 1924.90 FEET, MORE OR LESS, ON THE WEST LINE OF SAID SECTION 10 TO A POINT THEREON SOUTH $1^{\circ}10'40''$ EAST 723 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH $39^{\circ}50'$ EAST 270.56 FEET; THENCE NORTH $23^{\circ}19'$ WEST 189.70 FEET; THENCE NORTH $12^{\circ}38'$ EAST 583.11 FEET; THENCE NORTH $47^{\circ}02'$ EAST 226.04 FEET; THENCE NORTH $35^{\circ}40'$ EAST 208.67 FEET; THENCE NORTH $42^{\circ}00'$ EAST 243.40 FEET; THENCE NORTH $51^{\circ}47'$ EAST 231.32 FEET; THENCE NORTH $7^{\circ}24'$ EAST 439.18 FEET; THENCE NORTH $75^{\circ}32'$ EAST 455.49 FEET; THENCE NORTH $66^{\circ}00'$ EAST 230.54 FEET; THENCE NORTH $76^{\circ}30'$ EAST 344.84 FEET; THENCE NORTH $31^{\circ}33'$ EAST 228.28 FEET; THENCE NORTH $71^{\circ}48'$ EAST 370.24 FEET; THENCE NORTH $55^{\circ}47'$ EAST 858.58 FEET; THENCE NORTH $77^{\circ}02'$ EAST 230.75 FEET; THENCE NORTH $40^{\circ}28'$ EAST 248.57 FEET TO INTERSECT THE NORTH LINE OF SAID SECTION 10; THENCE SOUTH $89^{\circ}56'$ EAST 1720.42 FEET ON SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH $00^{\circ}50'$ EAST 726.30 FEET ON THE EAST LINE OF SAID SECTION 10; THENCE NORTH $68^{\circ}30'$ WEST 696.70 FEET; THENCE SOUTH $6^{\circ}08'$ WEST 463.48 FEET; THENCE SOUTH $16^{\circ}32'$ EAST 1054.34 FEET TO INTERSECT THE NORTHWESTERLY LINE OF THE TRACT DESCRIBED IN DEED RECORDED IN BOOK 847 AT PAGE 440 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE SOUTHWESTERLY ON SAID NORTHWESTERLY LINE 145.57 FEET TO AN ANGLE POINT THEREON; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID TRACT 624 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE WEST ON SAID SOUTH LINE 646.15 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.

J. Patrick Kelly El Paso Cty, CO 201029127
03/09/2001 11:59
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RESOLUTION NO. 00-281
BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Brenner moved adoption of the following Resolution:

WHEREAS, New Breed Ranch, Inc., and Frank Lee did file an application with the Planning Department of El Paso County for the approval of a Preliminary Plan for the New Breed Ranch Subdivision for the herein described property in the unincorporated area of the El Paso County, as well as waiver of: 1) Intersection spacing along Shoup Road of 1,300 feet where 2,640 feet is the requirement; and 2) Section 49.2 C.3.b.(7) of the El Paso County Land Development Code-Access to areas containing in excess of ten units must be served by through street or loop street; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on March 21, 2000, upon which date the Planning Commission did by formal resolution recommend approval of the subject Preliminary Plan with conditions and notation; and

WHEREAS, a public hearing was held by this Board on July 13, 2000; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed subdivision of land is in compliance with the recommendations set forth in the master plan for the unincorporated area of the county.

5. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
 6. For the above-stated and other reasons, the proposed preliminary plan is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.
 7. The proposed water supply is not sufficient in terms of quality.
 8. The proposed water supply is not sufficient in terms of quantity.
 9. The proposed water supply is not sufficient in terms of dependability.
- NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the New Breed Ranch Subdivision Preliminary Plan request as submitted by New Breed Ranch, Inc., and Frank Lee for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions and notations shall be placed upon this approval:

CONDITIONS:

1. Applicable School, Park, Drainage and Bridge fees shall be paid prior to recording the Final Plat.
2. All conditions stipulated by the County Attorney's Office shall be adhered to at the appropriate time.
3. Prior to recording the Development Plan, the applicant shall meet with the Black Forest Trails Committee, El Paso County Parks Department, El Paso County Planning Department and El Paso County Department of Transportation to determine the alignment for a public trail. This alignment should than be included on both the Development Plan and the Final Plat.
4. Prior to submittal of the Final Plat, the applicant shall meet with the fire district and agree upon an appropriate location for a cistern as well as how the addressing requirements will be met. A written response from the Fire District, which approves of the cistern location, shall be submitted in conjunction with the Final Plat. submittal.

5. In conjunction with the submittal of the Final Plat the following items are required:
 - The Final Plat document shall reference the recorded access easement document, which provides access to the Morris property.
 - A Plat Note, which notifies potential buyers that engineered septic systems, may be required.
 - A water quality report.
6. The Platted (not constructed) right-of-way (Barron Road) to the Barron property shall remain until the Barron property is officially included in a conservation easement and then the right-of-way could be vacated with the consent of the owners of Lots 25 and 26 and would accrue to the owners of Lots 25 and 26.
7. Prior to recordation of the Final Plat the applicant shall provide a letter from Colorado Department of Transportation to the Planning Department that indicates the money for the proposed traffic signal at the intersection of State Highway 83 and Shoup Road has been provided to Colorado Department of Transportation or appropriate escrow mechanism established.
8. Final County approval of this project is subject to the applicant obtaining the approval of the U.S. Fish and Wildlife Service (USFWS) to undertake development activities in this area since the USFWS has determined that development on this site may directly affect continued existence of the Preble's Meadow Jumping Mouse. Therefore, prior to scheduling the Final Plat for the Board of County Commissioners, prior to any building permits being issued, and prior to any grading or other development activity occurring, applicant shall obtain approval from the USFWS for the same and shall provide evidence of said approval to the County Attorney and Planning Department.
9. The Development Plan shall be updated to indicate clear floodplain boundaries and a 25-foot trail along Shoup Road, as well as items identified in El Paso County Department of Transportation's memo dated June 28, 2000.

NOTATIONS:

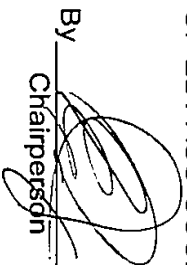
1. The applicant should be aware that the formation of the homeowners association will be required in conjunction with Final Plat approval/recording.
2. According to Section 47 C. 10. c. of the El Paso County Land Development Code, approval of the Preliminary Plan will expire after twelve months unless a Final Plat has been approved and recorded or a time extension has been granted.

BE IT FURTHER RESOLVED waivers of: 1) Intersection spacing along Shoup Road of 1,300 feet where 2,640 feet is the requirement; and 2) Section 49.2 C.3.b.(7) of the El Paso County Land Development Code-Access to areas containing in excess of ten units must be served by through street or loop street, be and are hereby approved;

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 13th day of February 2001, nunc pro tunc, July 13, 2000, at Colorado Springs, Colorado.



BY 
Chairperson

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

Commissioner Beedy seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

- Commissioner Jones absent
- Commissioner Howells aye
- Commissioner Bremer aye
- Commissioner Beedy aye
- Commissioner Brown aye

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 00-281
EXHIBIT A

THAT PORTION OF SECTION 10 AND OF THE NORTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTHERLY ON THE EASTERLY LINE THEREOF TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SHOUP ROAD AS DESCRIBED IN DEED RECORDED IN BOOK 602 AT PAGE 283 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE WESTERLY ON THE NORTHERLY LINE OF SHOUP ROAD TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH ON SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 1°10'40" WEST 1924.90 FEET, MORE OR LESS, ON THE WEST LINE OF SAID SECTION 10 TO A POINT THEREON SOUTH 1°10'40" EAST 723 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 39°50' EAST 270.56 FEET; THENCE NORTH 23°19' WEST 189.70 FEET; THENCE NORTH 12°38' EAST 583.11 FEET; THENCE NORTH 47°02' EAST 226.04 FEET; THENCE NORTH 35°40' EAST 208.67 FEET; THENCE NORTH 42°00' EAST 243.40 FEET; THENCE NORTH 51°47' EAST 231.32 FEET; THENCE NORTH 7°24' EAST 439.18 FEET; THENCE NORTH 75°32' EAST 455.49 FEET; THENCE NORTH 66°00' EAST 230.54 FEET; THENCE NORTH 76°30' EAST 344.84 FEET; THENCE NORTH 31°33' EAST 228.28 FEET; THENCE NORTH 71°48' EAST 370.24 FEET; THENCE NORTH 55°47' EAST 858.58 FEET; THENCE NORTH 77°02' EAST 230.75 FEET; THENCE NORTH 40°28' EAST 248.57 FEET TO INTERSECT THE NORTH LINE OF SAID SECTION 10; THENCE SOUTH 89°56' EAST 1720.42 FEET ON SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 00°50' EAST 726.30 FEET ON THE EAST LINE OF SAID SECTION 10; THENCE NORTH 68°30' WEST 696.70 FEET; THENCE SOUTH 6°08' WEST 463.48 FEET; THENCE SOUTH 16°32' EAST 1054.34 FEET TO INTERSECT THE NORTHWESTERLY LINE OF THE TRACT DESCRIBED IN DEED RECORDED IN BOOK 847 AT PAGE 440 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE SOUTHWESTERLY ON SAID NORTHWESTERLY LINE 145.57 FEET TO AN ANGLE POINT THEREON; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID TRACT 624 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE WEST ON SAID SOUTH LINE 646.15 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.

J. Patrick Kelly El Paso Cty., CO 201033984
03/21/2001 10:17
Doc \$0.00 Page
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OWNER/DEVELOPER:
New Breed Ranch, Inc.

FRANK A. LEE
 3250 SHOUP ROAD
 COLORADO SPRINGS, COLORADO 80908
 719 495 3183

OWNERS/DEVELOPERS REPRESENTATIVE:
 JIM SCOTT
 COLORADO SPRINGS, COLORADO 80908
 719 488 0695

PLANNING CONSULTANT:

Woodruff Associates
 LAND DEVELOPMENT CONSULTING-LAND PLANNING
 LANDSCAPE ARCHITECTURE-SITE PLANNING
 66 SECOND STREET-BOX 1445-MONUMENT-CO 80132
 719-481-3417 FAX-719-488-0268

ENGINEER:

Professional Consultants, Inc.
 PHILLIP D. WEINERT, M.S., P.E.
 2121 ACADEMY CIRCLE, SUITE 202
 COLORADO SPRINGS, COLORADO 80909-1600
 719 380 8857

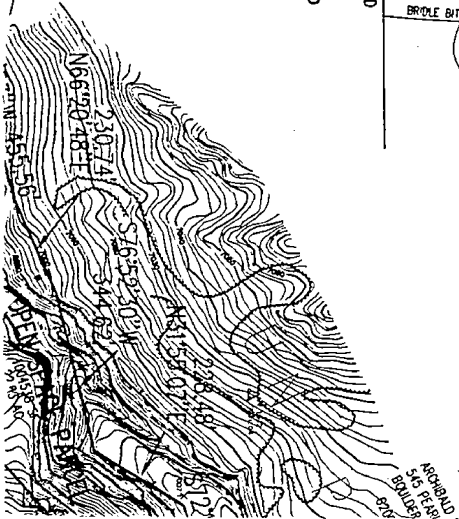
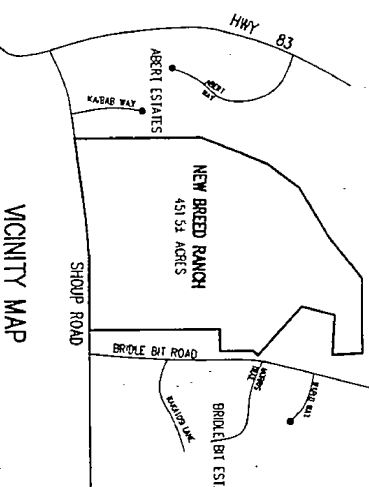
SURVEYOR:

AREA SURVEYING CONSULTANTS, INC.
 ROBERT L. GREEN, PLS
 73 GRANBY LAKE WAY
 DIVINE CO 80814

NEW BREED DEVELOPMENT PLAN/P

BEING A PROPOSED SUBDIVISION OF PC
 TOWNSHIP, 12 SOUTH, RANGE
 EL PASO COUNTY

24 MAY
 REVISED 15 DECE
 REVISED 18 AF



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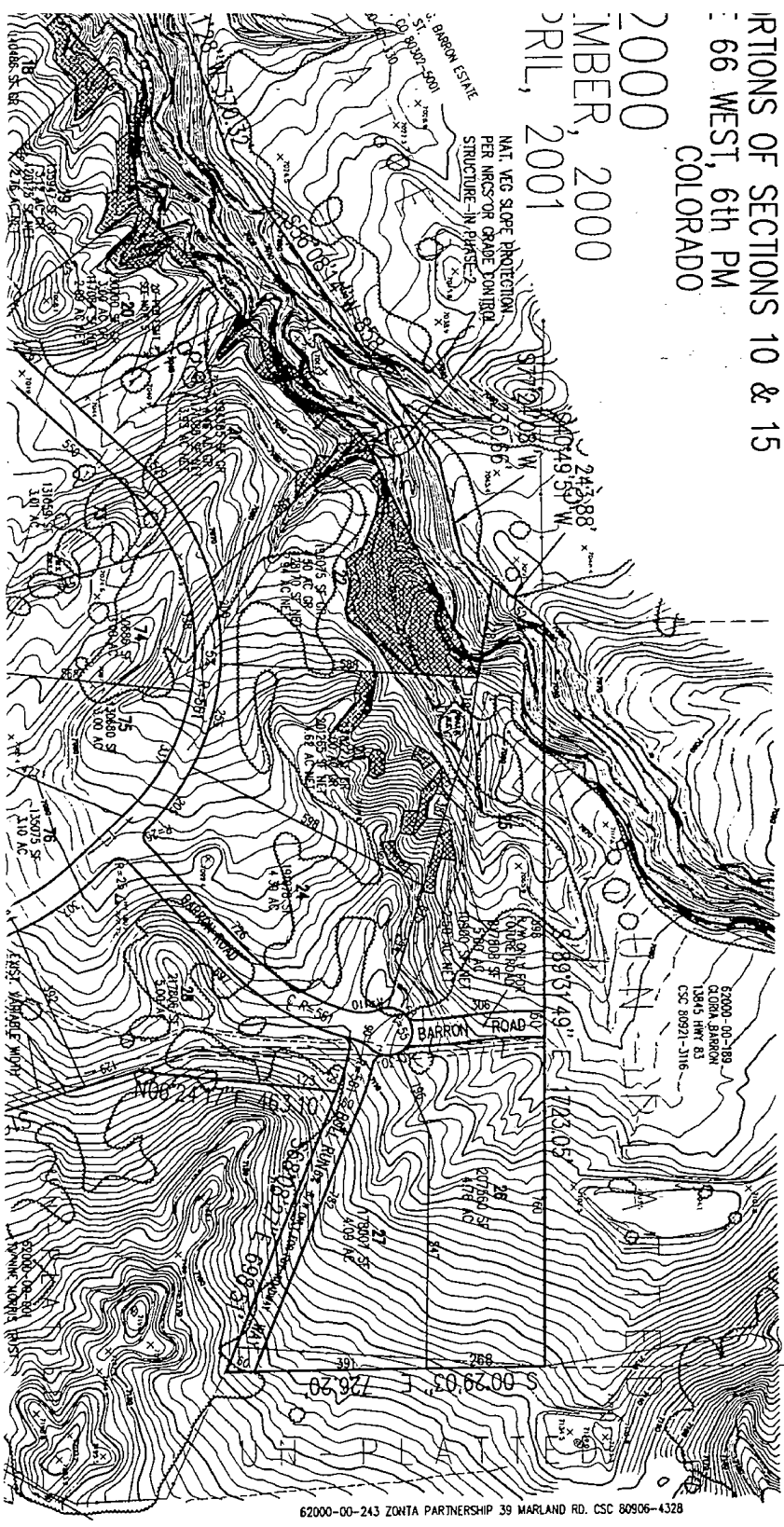
RANCH

RELIMINARY PLAN

92 LOTS
 451.445 AC TO CENTERLINE OF SHOUP ROAD
 448.9 AC TO EXIST. R/W LINE OF SHOUP ROAD

PORTIONS OF SECTIONS 10 & 15
 T66S R66W
 COLORADO

2000
 NUMBER, 2000
 APRIL, 2001



62000-00-243 ZONTA PARTNERSHIP 39 MARLAND RD. CSC 80906-4328

UNPLATTED, UNCORRECTED
719 332 0671

Location
CSC 80921-3116

J. Patrick Kelly El Paso Cty., CO
04/30/2001 11:23 201054295
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Rec \$10.00 3 of 8

FEMA LINE
NO-BUILD AREA
SEE NOTE 23

NORTH LINE OF ABERI ESTATES
AS PLATTED BOOK 6745 AT PAGE 8917

62090-01-001
WILLIAM FITZNUCH
44 STRATHERS LOOP
CSC 80921-2407
62090-01-001
DAVID ROSS
893 TARI DRIVE
CSC 80921-2254
62090-01-001
N35-58-24-1
208.719

62090-01-001
WILLIAM FITZNUCH
44 STRATHERS LOOP
CSC 80921-2407

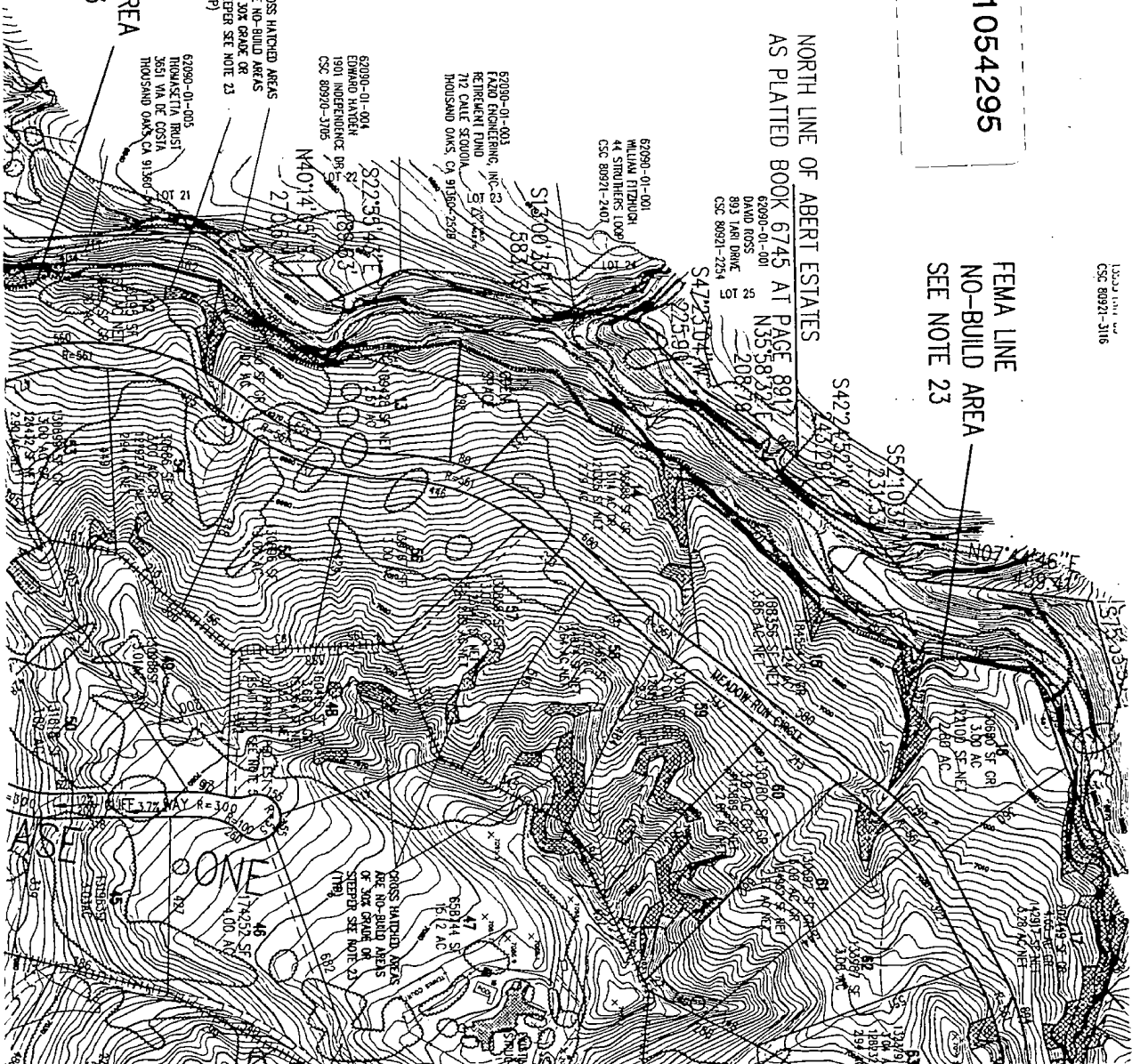
62090-01-003
FAZO ENGINEERING, INC. CS
RETIREMENT FUND
712 CALE SECONDIA
THOUSAND OAKS, CA 91320-2528

62090-01-004
EDWARD HANDEH
1901 INDEPENDENCE DR SE
CSC 80920-3105

62090-01-005
RICHARSETTA TRUST
3951 VAN DE COSTA
THOUSAND OAKS, CA 91360

CROSS HATCHED AREAS
ARE NO-BUILD AREAS
OF SIX GRADE OR
STEEPER SEE NOTE 23
(TRP)

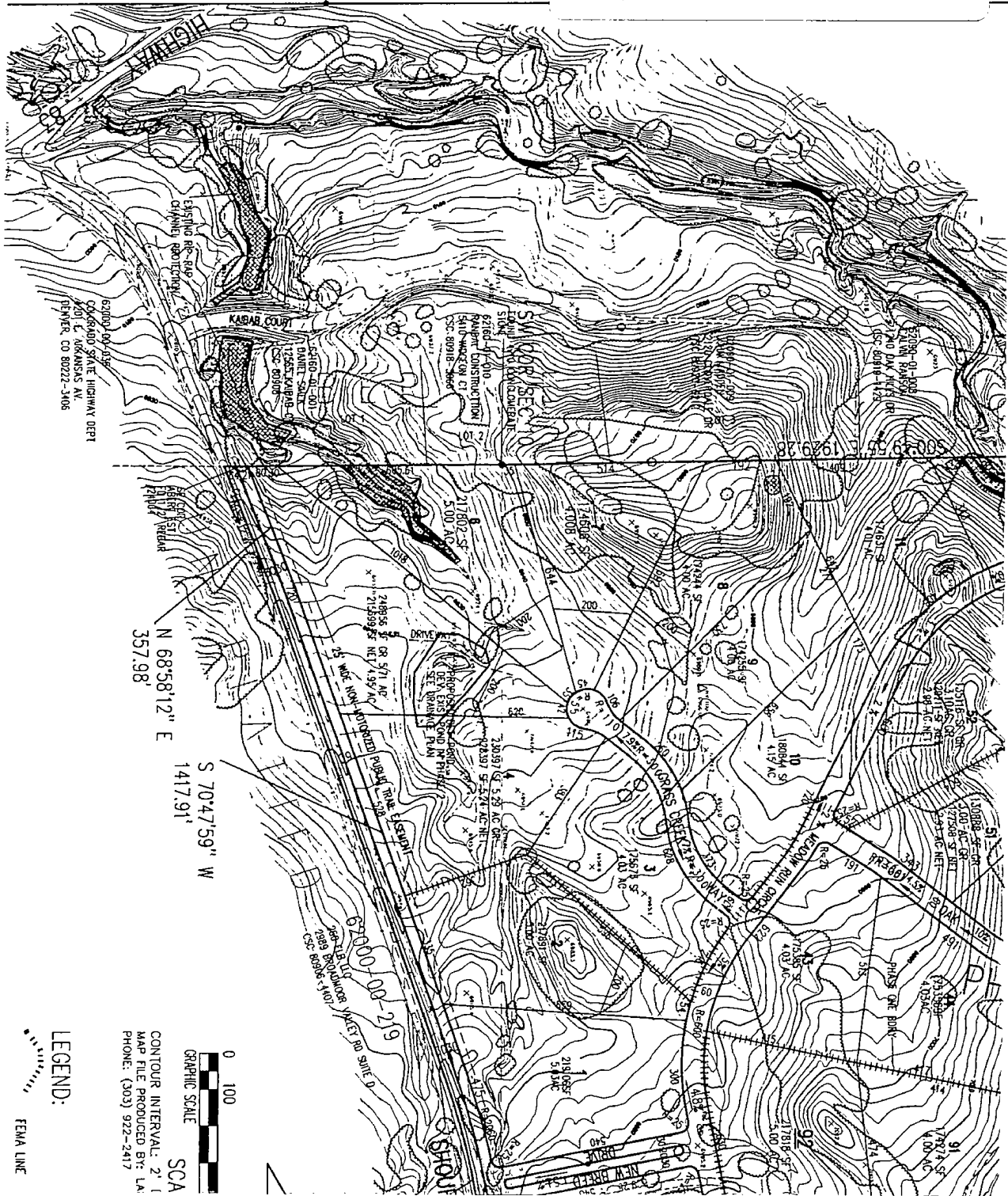
FEMA LINE
NO-BUILD AREA
SEE NOTE 23






201054295

30' WIDE COASTING INGRESS/EGRESS EASEMENT PER DEED RECORDED IN BK 854, PG. 535
 25' WIDE NON-MOTORIZED PUBLIC TRAIL EASEMENT (TP)

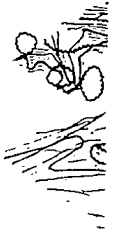


62000-00-039
 COLORADO STATE HIGHWAY DEPT
 401 E. WASHINGTON AV.
 DENVER, CO 80222-3106

N 68°58'12" E
 357.98'
 S 70°47'59" W
 1417.91'

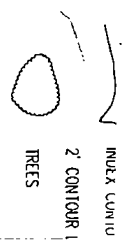
LEGEND:
 FEMA LINE

0 100
 GRAPHIC SCALE
 SCA
 CONTOUR INTERVAL: 2' 1"
 MAP FILE PRODUCED BY: LA
 PHONE: (303) 922-2417



NOTES:

1. ALL ROADS ARE TO BE CONSTRUCTED AND PAVED PER COUNTY REQUIREMENTS. ON SITE ROAD CONSTRUCTION TOTALS 18,141 LF. ALL ROADS WITHIN THIS PROJECT WILL BE FUNCTIONAL CLASS RESIDENTIAL REFER TO THE MASTER DEVELOPMENT DRAINAGE PLAN (MDDP)
2. ALL LOT LINES SUBJECT TO 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENTS UNLESS NOTED OTHERWISE.
3. ALL UTILITIES WILL BE UNDERGROUND.
4. COMMON AREAS FOR RECREATIONAL USES IS PROVIDED AS PARCELS A & B. 33.314 ACRES)
5. A PRIVATE PROPERTY OWNERS ASSOCIATION (POA) WILL BE ESTABLISHED TO CONTROL LOT USES AND ARCHITECTURAL FEATURES AND TO OWN AND MANAGE THE PEDESTRIAN EASEMENTS AND COMMON AREAS AND TO MANAGE COURT APPROVED WATER USAGE. PRIVATE NON-MOTORIZED PEDESTRIAN EASEMENTS ON LOTS 21, 46, 48, 57, 71, 79, 84, 88, AND 89 ARE TO BE OWNED AND MAINTAINED BY THE ESTABLISHED POA.
6. MINIMUM BUILDING SETBACKS FROM ALL LOT LINES IN THIS PUD RESIDENTIAL ZONE IS 50 FEET. ALL LOT LINES SUBJECT TO MINIMUM SETBACKS EXCEPT OR AS PROVIDED FOR IN THE COVENANTS.
7. FEES ARE PROPOSED IN LIEU OF LAND DEDICATION PER COUNTY REGULATIONS.
8. FEES IN LIEU OF LAND BASED ON 92 LOTS:
9. DOMESTIC WATER SUPPLY TO BE PROVIDED BY INDIVIDUAL WATER WELLS AS PROVIDED FOR IN WATER COURT DECREE OUTSIDE IRRIGATION WILL BE LIMITED TO AMOUNTS IN ACCORDANCE WITH STATE WATER COURT DECREE.
10. SEWAGE DISPOSAL TO BE BY INDIVIDUAL SEPTIC SYSTEMS IN ACCORDANCE WITH COUNTY HEALTH DEPARTMENT REGULATIONS. SEE PERCOLATION TEST RESULTS IN THE SUBMITTED GEOLOGICAL REPORT EACH LOT WILL BE REQUIRED TO HAVE A PERCOLATION TEST PERFORMED PRIOR TO ISSUANCE OF BUILDING PERMIT POTENTIAL BUYERS WILL BE NOTIFIED IN WRITING AND THE COVENANTS THAT ENGINEERED SEPTIC SYSTEMS MAY BE REQUIRED ON SOME LOTS
11. ELECTRIC SERVICE WILL BE PROVIDED BY MOUNTAIN VIEW ELECTRIC ASSOCIATION. SEE SUBMITTED LETTER OF COMMITMENT. NATURAL GAS SERVICE WILL BE PROVIDED BY PEOPLES NATURAL GAS COMPANY. LETTERS FROM ENERGY COMPANIES ARE ON FILE IN THE COUNTY PLANNING OFFICE.
12. THE EXISTING STRUCTURES ON THE PROPERTY INCLUDE ONE LARGE HOUSE ON LOT 47 AND TWO BARN AND AN ARCHA ON LOT 33. A SMALL HOUSE ON LOT 80 MAY BE RELOCATED TO LOT 33
13. THERE ARE TWO EXISTING WATER COURSES ON THE PROPERTY WHICH ARE TO REMAIN UNDISTURBED EXCEPT FOR ROAD CROSSINGS.
14. THERE ARE NO KNOWN HISTORIC OR ARCHEOLOGICAL OCCURRENCES ON THE PROPERTY.
15. THERE ARE NO KNOWN SITES OF NATURAL OR HISTORIC SIGNIFICANCE ON THE PROPERTY.
16. REPORTS CONCERNING WASTEWATER TREATMENT (SEPTIC SYSTEMS), GEOLOGY, SOILS, WILDFIRE HAZARD, VEGETATION, STREAMS, LAKES, TOPOGRAPHIC OR OTHER NATURAL FEATURES OR WILDLIFE HABITATS ARE ON FILE AT THE COUNTY PLANNING OFFICE.
17. A DRAINAGE REPORT AND EROSION CONTROL REPORT ARE ON FILE AT THE COUNTY PLANNING OFFICE.
18. PUBLIC IMPROVEMENTS WILL EITHER BE CONSTRUCTED PRIOR TO FINAL PLAT RECORDING OR APPROPRIATE LETTERS OF CREDIT OR CASH DEPOSITS WILL BE POSTED WITH THE COUNTY PURSUANT TO THE ENGINEER'S ESTIMATE OF CONSTRUCTION COST. PRIOR TO FINAL PLAT APPROVAL, DEVELOPER WILL EXECUTE A FORMAL SUBDIVISION IMPROVEMENT AGREEMENT COVERING THE CONSTRUCTION OF THE ROADS IN ACCORDANCE WITH COUNTY STANDARDS.
19. BOUNDARY INFORMATION FROM SURVEY INFORMATION FURNISHED BY ROBERT L. GREEN, COLORADO LICENSED SURVEYOR.
20. ALL LOTS ARE MINIMUM 3.0 ACRES ON "FLAG" LOTS. AREA OF EACH LOT IS A MINIMUM OF 3.0 ACRES EXCLUDING THE "STEM".
21. PROJECT WILL BE PHASED AS SHOWN ON THE PLAN AND DEPENDING ON MARKETING, A MINIMUM OF 3 PHASES ARE PROPOSED.
22. NON-BUILD AREAS SHOWN AS FLOOD PLAIN ON PLAN WILL BE PRECISELY DELINEATED ON THE FINAL PLAT PER FINAL DRAINAGE PLAN.
23. ALL LOTS ARE MINIMUM 2.5 ACRES IN EXCESS OF AREAS:
 - A. DEFINED AS NON-BUILD: 30 PERCENT GRADE OR STEEPER (CROSS HATCHED AREAS ON LOTS 6, 8, 11 THRU 23 AND 25, 47, 48, 51 THRU 54,
 - B. INCLUDED WITHIN (DOWNHILL) THE DESIGNATED FEMA LINE. (NO-BUILD AREAS)
 - C. SOME AREAS OF GRADES STEEPER THAN 30% ARE WITHIN THE 50' MIN. BLDG SETBACK AND MAY NOT BE DELINEATED.



SITE DATA:
 TOTAL AREA OF SITE:
 TOTAL LOTS:
OPEN SPACE:
 LOT 33 (10.01 ACRES) MAY BE FOR EXCLUSIVE USE OF THE L A SINGLE FAMILY RESIDENCE X FOR CARETAKER PURPOSES.
 A SECOND PRIMARY RESIDENCE

ALL OTHER NUMBERED LOTS Y
 OVERALL LAND USE DENS
 TOTAL ROADS R/W 17,220

MINIMUM LOT AREA: 3.0
 PHASE ONE: 22 LOTS ON
 PHASE TWO WILL INCLUDE
 PHASE THREE WILL INCLU

24. PREBLE'S MOUSE PLAT NOTE:
 DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LY AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO THE U. S. FISH AND WILDLIFE SERVICE AND/OR COLORADO TO THE PREBLE'S MEADOW JUMPING MOUSE AS A LISTED CONSTRUCTION OF ROADS AND OTHER IMPROVEMENTS SUBJECT TO CONDITIONS AND/OR RESTRICTIONS WHICH
25. A WAIVER FOR THE REQUIREMENT THAT ROAD INTER JUSTIFICATION WAS THAT NO ALTERNATIVE FOR AD.
26. SEE PUD DEVELOPMENT GUIDELINES FOR SPECIFIC I
27. COVENANTS WILL BE ESTABLISHED TO CONTROL THE DEVELOPMENT GUIDELINES.
28. BEARINGS AND DISTANCES SHOWN HEREON ARE FI SURVEY TO BE SHOWN ON THE FINAL PLAT.
29. EL PASO COUNTY DEPT. OF TRANSPORTATION HAS NORTH OF THE CENTERLINE OF THE EXISTING PAV 60' WIDE RIGHT OF WAY TO BE DEDICATED ON THE

JR LINE

STREAM LINE

PHASE LINE



AREAS IN EXCESS OF 30 PERCENT GRADE SEE NOTE 23

451.445 ACRES TO CENTERLINE OF SHOUP ROAD

33.31 ACRES TOTAL

STAIN THE EXISTING ARENA, BUILDING AND BARNS LOT OWNERS IN THIS PROJECT MAY BE CONSTRUCTED ON LOT 33

MAY ALSO BE CONSTRUCTED ON LOT 33

ALL BE FOR SINGLE FAMILY USE ONLY.

LOT: 4,907 ACRES PER LOT LF (241± ACRES)

ACRES (EXCLUDING FLAG STEMS)

124.91± AC (INCLUDING ROADS)

THE ENTIRE LOOP ROAD AND 35 OR MORE LOTS. THE REMAINING ROADS AND BALANCE OF UN-PLATTED LOTS.

REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, IF ANY OF APPLICABLE TO DEPARTMENT OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U. S. CORPS OF ENGINEERS, AND DEPARTMENT OF WILDLIFE REGARDING THE ENDANGERED SPECIES ACT, PARTICULARLY AS IT RELATES TO THREATENED SPECIES. THIS ALONG BLACK SQUIRREL CREEK ON THE NORTHWEST SIDE OF THIS PROJECT IS HIGH NOW APPLY OR MAY APPLY IN THE FUTURE REGARDING THE PREBLE MEADOW JUMPING MOUSE. SECTION SPACING ALONG SHOUP ROAD BE ONE-HALF MILE APART HAS BEEN APPROVED. ACCESS IS AVAILABLE. NO OTHER WAIVERS ARE REQUESTED.

REQUIREMENTS FOR THIS DEVELOPMENT. CONSTRUCTION OF HOUSES AND ASSOCIATED FACILITIES IN ACCORDANCE WITH THE PUD

HOW PRELIMINARY SURVEYS AND MAY VARY FROM THE FINAL

AGREED TO THE INCLUSION OF THE 30 FOOT WIDE STRIP OF RIGHT OF WAY OF SHOUP ROAD. ROADWAY BE INCLUDED WITHIN THIS PRELIMINARY PLAN AND RE-DEDICATED WITHIN THE FINAL PLAT.

57 THRU 61 & 63, INCLUSIVE.

AUCTION: THE ADOPTION OF THIS DEVELOPMENT PLAN SHALL EVIDENCE THE FINDINGS AND DECISION OF THE BOARD OF EL PASO COUNTY COMMISSIONERS THAT THIS DEVELOPMENT PLAN OR NEW BREED RANCH IN GENERAL CONFORMITY WITH THE EL PASO COUNTY MASTER PLAN, IS AUTHORIZED BY THE PROVISIONS OF PART IV, SECTION 16 OF THE EL PASO COUNTY ZONING RESOLUTION AND THAT SUCH PART IV, SECTION 16 AND THIS DEVELOPMENT PLAN COMPLY WITH THE COLORADO PLANNED UNIT DEVELOPMENT ACT OF 1972, AS AMENDED.

RELATIONSHIP TO COUNTY REGULATIONS:

THE PROVISIONS OF THIS DEVELOPMENT PLAN SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF NEW BREED RANCH, PROVIDED, HOWEVER WHERE THE PROVISIONS OF THIS DEVELOPMENT PLAN DO NOT ADDRESS A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE EL PASO COUNTY ZONING RESOLUTION, AS AMENDED, OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATIONS OF EL PASO COUNTY, SHALL BE APPLICABLE.

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CERTIFICATIONS:

I, JAMES R. SCOTT DO HEREBY CERTIFY THAT I HAVE BEEN APPOINTED SPECIAL POWER OF ATTORNEY TO REPRESENT NEW BREED RANCH, INC. A COLORADO CORPORATION, FRANK A. LEE, PRESIDENT AND FRANK A. LEE, RECORD OWNERS OF THE HEREIN DESCRIBED PROPERTY IN ALL MATTERS REGARDING THE DEVELOPMENT OF THE HEREIN DESCRIBED PROPERTY

James R. Scott
JAMES R. SCOTT
18 April 2001
DATE

BOARD OF COUNTY COMMISSIONERS: APPROVED BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS THIS 13TH DAY OF July, 2000.

Chairman of the Board

PLANNING DEPARTMENT: APPROVED BY THE EL PASO COUNTY PLANNING DEPARTMENT THIS 26TH DAY OF April 2001

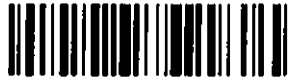
Planning Department Director

COUNTY CLERK AND RECORDER:

STATE OF COLORADO COUNTY OF EL PASO I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT P.M. THIS DAY OF AND IS DULY RECORDED AT RECEPTION NO. OF THE RECORDS OF EL PASO COUNTY, COLORADO

J. PATRICK KELLY RECORDER BY: DEPUTY

FILE # D:\PROJECTS\SCOTT\NBR-PREL-PLAN\15 DEC/2000
REV. PER COUNTY REMTS. PARAGRAPH 2, a, 25 FEB 2001 LETTER
FILE # D:\PROJECTS\SCOTT\PRELPLAN18APR2001



DEED OF NON-EXCLUSIVE PERMANENT ACCESS
AND SLOPE EASEMENTS

1. THIS DEED OF NON-EXCLUSIVE PERMANENT ACCESS AND SLOPE EASEMENTS ("EASEMENTS") IS MADE AND EXECUTED THIS 2ND DATE OF April, 2002, BY FRANK A. LEE ("GRANTOR"), WHOSE LEGAL ADDRESS IS 3250 SHOUP ROAD, COLORADO SPRINGS, CO 80903 OF THE COUNTY OF EL PASO, STATE OF COLORADO TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EL PASO, COLORADO ("GRANTEE"), 27 E. VERMIJO AVENUE, COLORADO SPRINGS, CO 80903.
2. WITNESSETH THAT THE GRANTOR, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT AND CONVEY IN PERPETUITY TO THE GRANTEE, NON-EXCLUSIVE PERMANENT ACCESS AND SLOPE EASEMENTS, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, FOR ROADSIDE SLOPE, DRAINAGE AND SIGHT VISIBILITY TRIANGLES AS DESCRIBED AND ILLUSTRATED ON THE ATTACHED TWO MAPS, EXHIBITS A AND B, WHICH ARE HEREBY MADE A PART OF THIS DOCUMENT.
3. CLEANING, MAINTAINING, AND REPAIRING (INLCUDING SLOPE STABILIZATION) OF EACH OF THESE EASEMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNERS, NAMELY, THE OWNERS OF THE SERVIENT ESTATES OF THE EASEMENTS, THEIR SUCCESSORS AND ASSIGNS ("SERVIENT ESTATES OWNERS").
4. GRANTEE, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, OR ITS EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AND ASSIGNS, SHALL HAVE THE RIGHT TO HAVE ACCESS TO ALL AREAS OF THE EASEMENTS AS DESCRIBED HEREIN FOR PURPOSES OF INSPECTING, CLEANING, MAINTAINING, AND REPAIRING THE EASEMENTS IN THE EVENT THE SERVIENT ESTATES OWNERS FAIL TO ADEQUATELY CLEAN, MAINTAIN, AND REPAIR THE SAME. NO OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE SIGHT VISIBILITY TRIANGLES AS ILLUSTRATED ON THE ATTACHED MAPS.
5. ANY TIME THE GRANTEE DETERMINES, IN THE SOLE EXERCISE OF ITS DISCRETION, THAT THE EASEMENTS ARE NOT BEING PROPERLY CLEANED, MAINTAINED, AND/OR OTHERWISE KEPT IN GOOD REPAIR, THE GRANTEE SHALL GIVE REASONABLE NOTICE TO THE SERVIENT ESTATES OWNERS THAT THE EASEMENTS NEED TO BE CLEANED, MAINTAINED AND/OR REPAIRED. THE NOTICE SHALL

PROVIDE A REASONABLE TIME TO CORRECT THE PROBLEM. NOTICE SHALL BE EFFECTIVE TO THE SERVIENT ESTATES OWNERS BY THE GRANTEE'S DEPOSIT OF THE SAME INTO THE REGULAR UNITED STATES MAIL, POSTAGE PRE-PAID. SHOULD THE RESPONSIBLE PARTIES FAIL TO CORRECT THE SPECIFIED PROBLEM, THE GRANTEE MAY ENTER UPON THE PROPERTY TO SO CORRECT THE SPECIFIED PROBLEM; HOWEVER, THIS STATEMENT DOES NOT EXPRESSLY IMPOSE ON THE GRANTEE A DUTY TO SO INSPECT, CLEAN, REPAIR OR MAINTAIN THE EASEMENTS.

6. THE GRANTOR, HIS SUCCESSORS AND ASSIGNS, INCLUDING THE SERVIENT ESTATES OWNERS, AGREE AND COVENANT, FOR THEMSELVES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THAT THEY WILL REIMBURSE THE GRANTEE FOR ITS COSTS AND EXPENSES INCURRED IN THE PROCESS OF CLEANING, MAINTAINING, AND/OR REPAIRING THE EASEMENTS; HOWEVER, THE OBLIGATION AND LIABILITY OF THE GRANTOR HEREUNDER SHALL ONLY CONTINUE UNTIL SUCH TIME AS THE GRANTOR IS AN OWNER OF THE SERVIENT ESTATES. NOTWITHSTANDING THE PREVIOUS SENTENCE, THE OWNERS OF THE SERVIENT ESTATES SHALL ALWAYS REMAIN OBLIGATED AND LIABLE HEREUNDER. THE TERMS "ACTUAL COSTS AND EXPENSES" SHALL BE LIBERALLY CONSTRUED IN FAVOR OF THE GRANTEE, AND SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, LABOR COSTS, TOOLS AND EQUIPMENT COSTS, SUPPLY COSTS, AND ENGINEERING AND DESIGN COSTS, REGARDLESS OF WHETHER THE GRANTEE USES ITS OWN PERSONNEL, TOOLS, EQUIPMENT AND SUPPLIES, ETC., TO CORRECT THE MATTER.
7. THESE EASEMENTS AND THE TERMS, CONDITIONS AND PROVISIONS HEREOF MAY BE ENFORCED BY EITHER OF THE PARTIES HERETO. IN THE EVENT LEGAL OR ADMINISTRATIVE SUITS OR PROCEEDINGS ARE BROUGHT AGAINST EITHER PARTY FOR THE PURPOSE OF SUCH ENFORCEMENT, THE PREVAILING PARTY SHALL RECOVER FROM THE NON-PREVAILING PARTY ALL COSTS ASSOCIATED THEREWITH, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES.
8. THE LAWS, RULES AND REGULATIONS OF THE STATE OF COLORADO AND EL PASO COUNTY SHALL BE APPLICABLE IN THE ENFORCEMENT, INTERPRETATION, AND EXECUTION OF THESE EASEMENTS, AND VENUE SHALL BE IN THE EL PASO COUNTY DISTRICT COURT.
9. NO MODIFICATION, AMENDMENT, NOVATION, CHANGE OR OTHER ALTERATION OF THESE EASEMENTS SHALL BE VALID UNLESS

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MUTUALLY AGREED TO BY THE PARTIES IN WRITING AND EXEUCTED AS AN ADDENDUM HERETO.

- 10. THESE EASEMENTS ARE NOT AND SHALL NOT BE DEEMED TO CONFER UPON OR GRANT TO ANY THIRD PARTY ANY RIGHT TO CLAIM DAMAGES OR TO BRING ANY LAWSUIT, ACTION OR OTHER PROCEEDING AGAINST EITHER THE GRANTOR OR GRANTEE BECAUSE OF ANY BREACH HEREOF OR BECAUSE OF ANY TERMS, COVENANTS, AGREEMENT OR CONDITIONS CONTAINED HEREIN.
- 11. THE TERMS AND CONDITIONS OF THESE EASEMENTS SHALL RUN WITH THE LAND AND BE BINDING ON THE GRANTOR'S AND GRANTEE'S HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS.

THIS DEED OF NON-EXCLUSIVE PERMANENT ACCESS AND SLOPE EASEMENTS IS MADE AND ENTERED INTO THE YEAR AND DATE FIRST ABOVE-WRITTEN.

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

BY: *Eileen Gilbert*
 DEPUTY CLERK TO THE BOARD

BY: *T.D. Huffman*
 T.D. HOFFMAN, CHAIR

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF 2002, BY T.D. HUFFMAN AND ATTESTED TO BY EILEEN GILBERT, DEPUTY CLERK TO THE BOARD.

WITNESS MY HAND AND OFFHICAL SEAL: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FRANK A. LEE

BY: *James R. Scott*
JAMES R. SCOTT, ATTORNEY IN FACT

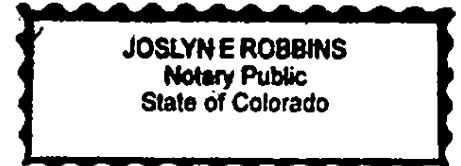
STATE OF COLORADO)
)s.s.
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS 2nd DAY OF 2002, BY JAMES R. SCOTT FOR AND ON BEHALF OF
FRANK A. LEE. (of April)

WITNESS MY HAND AND OFFICIAL SEAL: _____

Joslyn E. Robbins
NOTARY PUBLIC
My Commission Expires
October 26, 2005

MY COMMISSION EXPIRES: _____

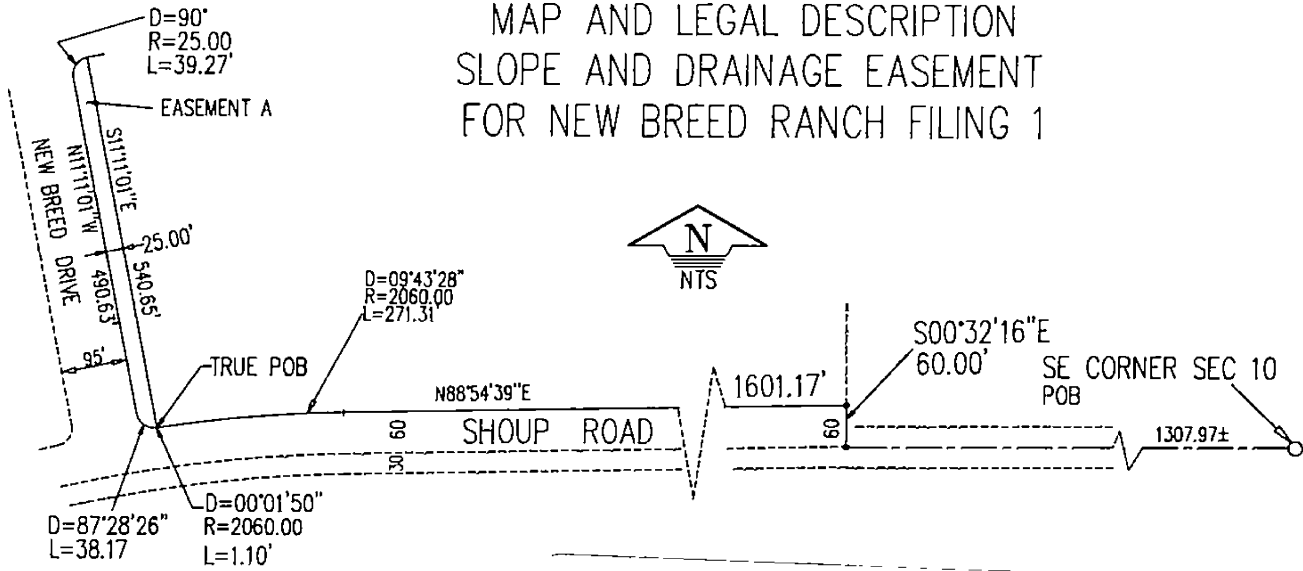


COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM:

M. Cole Brumans

EXHIBIT A

MAP AND LEGAL DESCRIPTION SLOPE AND DRAINAGE EASEMENT FOR NEW BREED RANCH FILING 1



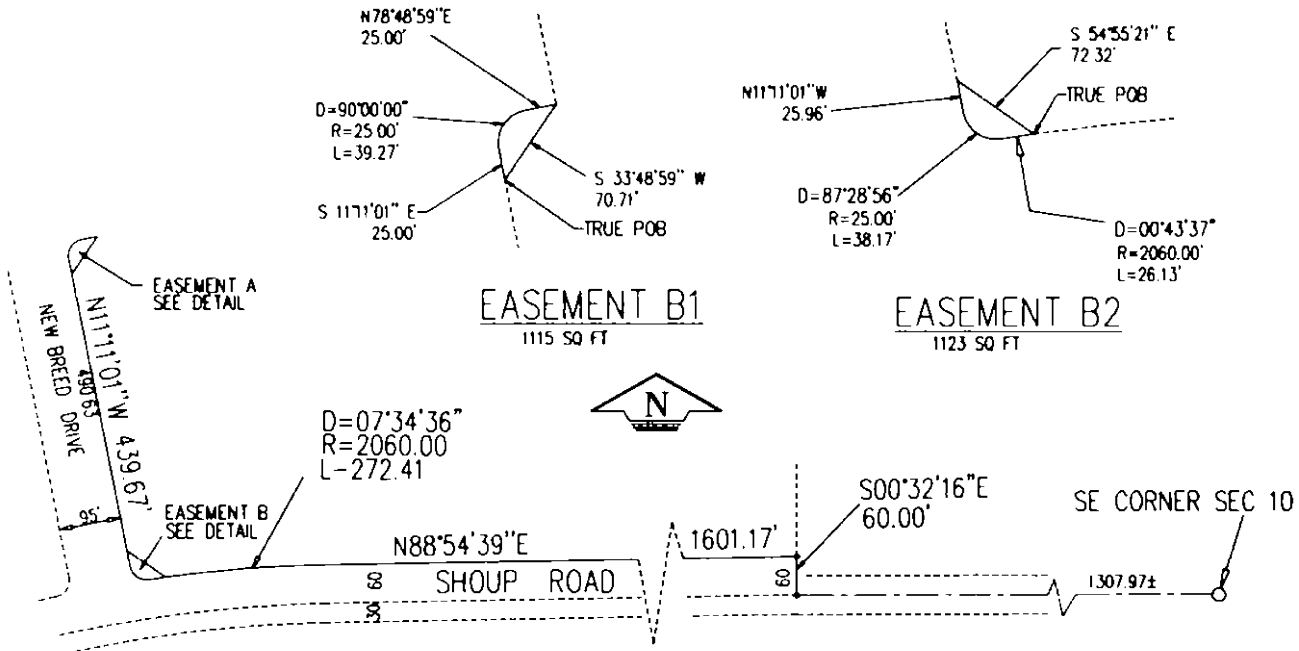
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LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 12 SOUTH RANGE 66 WEST OF THE 6th P.M.; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10 BEING ALSO ALONG THE APPARANT CENTERLINE OF SHOUP ROAD THENCE N00°32'16"W 60.00' ALONG THE WEST LINE OF BRIDLE BIT RANCH; THENCE WESTERLY 1601.17' ALONG A LINE THAT IS PARRALLEL WITH AND 60.00' NORTH OF THE SAID SOUTH LINE OF SECTION 10 BEING ALSO THE APPARENT CENTERLINE OF SAID SHOUP ROAD, TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00'; THENCE WESTERLY 271.31' ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°43'28" TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WESTERLY 1.10' ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00' THRU A CENTRAL ANGLE OF 09°43'28" TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; THENCE WESTERLY 38.17' ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°28'26"; THENCE N11°11'01"W 490.63' TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; THENCE NORTHERLY AND NORTHEASTERLY 39.27' ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°; THENCE S11°11'01"E 540.65' TO THE TRUE POINT OF BEGINNING.

CONTAINING 13244 SQUARE FEET (0.30 ± ACRES) MORE OF LESS.

EXHIBIT B
 MAP AND LEGAL DESCRIPTION
 OF OFFSITE VISIBILITY TRIANGLES
 EASEMENTS B1 & B2
 FOR NEW BREED RANCH FILING 1



LEGAL DESCRIPTION

EASEMENT A

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 12 SOUTH RANGE 66 WEST OF THE 6th P.M.;
 THENCE ALONG THE SOUTH LINE OF SAID SECTION 10 BEING ALSO ALONG THE APPARANT CENTERLINE OF SHOUP ROAD
 THENCE N00°32'16"W 60.00' ALONG THE WEST LINE OF BRIDLE BIT RANCH; THENCE WESTERLY 1601.17' ALONG
 A LINE THAT IS PARRALLEL WITH AND 60.00' NORTH OF THE SAID SOUTH LINE OF SECTION 10 BEING ALSO THE
 APPARANT CENTERLINE OF SAID SHOUP ROAD, TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00';
 THENCE WESTERLY 272.41' ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°34'36" TO THE TRUE POINT OF BEGINNING;
 THENCE 26.13' ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°43'37" TO THE
 BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; THENCE 38.17' ALONG SAID CURVE THROUGH A CENTRAL
 ANGLE OF 87°28'56"; THENCE N11°11'01"W 25.96' TO THE TRUE POINT OF BEGINNING.
 CONTAINING 1123 SQUARE FEET MORE OR LESS.

EASEMENT B

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 12 SOUTH RANGE 66 WEST OF THE 6th P.M.;
 THENCE ALONG THE SOUTH LINE OF SAID SECTION 10 BEING ALSO ALONG THE APPARANT CENTERLINE OF SHOUP ROAD
 THENCE N00°32'16"W 60.00' ALONG THE WEST LINE OF BRIDLE BIT RANCH; THENCE WESTERLY 1601.17' ALONG
 A LINE THAT IS PARRALLEL WITH AND 60.00' NORTH OF THE SAID SOUTH LINE OF SECTION 10 BEING ALSO THE
 APPARANT CENTERLINE OF SAID SHOUP ROAD, TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00';
 THENCE WESTERLY 272.41' ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°34'36" TO THE TRUE POINT OF BEGINNING;
 THENCE 26.13' ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°43'37" TO THE BEGINNING OF A CURVE TO THE
 RIGHT HAVING A RADIUS OF 25.00'; THENCE 38.17' ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°28'56";
 THENCE N11°11'01"W 465.03' TO THE TRUE POINT OF BEGINNING;
 THENCE N11°11'01"W 25.00' TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; THENCE 39.27' ALONG
 SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE N78°48'59"E 25.00'; THENCE S33°48'59"W 70.71' TO
 THE TRUE POINT OF BEGINNING.
 CONTAINING 1115 SQUARE FEET MORE OR LESS.

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**BYLAWS
OF
NEW BREED RANCH ASSOCIATION, INC.**

ARTICLE 1. OFFICES

1.1 The principal office of New Breed Ranch Association, Inc. ("Association") in the State of Colorado shall be at 1915 Spring Valley Drive, Colorado Springs, Colorado 80921, County of El Paso. The corporation may have such other offices, either within or without the State of Colorado, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE 2. OBJECT

2.1 The Association shall be a nonprofit corporation.

2.2 The purpose for which this Association is formed is to govern the property that has been submitted to the provisions of the Restrictive Covenants for New Breed Ranch Filing 1. ("Covenants"), to be recorded in the Records of the Clerk and Recorder of El Paso County, Colorado, and any subsequent subdivision filings for portions or all of New Breed Ranch, the legal description of which is attached hereto as Exhibit A. As a part of those Restrictive Covenants, The Association shall own, operate and enforce compliance with the augmentation plan decreed in Case No. 99CW79, Water Division 2, Colorado, and shall own, for the purpose of replacing post-pumping stream depletions caused by pumping wells in the Denver aquifer on New Breed Ranch, the Laramie-Fox Hills aquifer water decreed in Case No. 98CW58, Water Division 2, Colorado, in an amount no less than 138 acre feet for each lot. In addition, if there is, in any future subdivision filing for a portion of New Breed Ranch, an agreement between and among this Association, New Breed Ranch, Inc. ("Declarant"), and the Board of County Commissioners of El Paso County, Colorado, regarding establishment of a private detention basin on New Breed Ranch, then an additional purpose of this Association shall be to clean, maintain and repair such detention basin pursuant to said agreement. Any obligations of the Association regarding the Augmentation Plan and the Detention Basin may be altered, amended or deleted only after advance approval of such alteration, amendment or deletion by the Board of County Commissioners of El Paso County and, in the case of the Augmentation Plan, such alterations, amendments or deletions must be consistent with a court order allowing the amendment of the Augmentation Plan.

ARTICLE 3. MEMBERSHIP

3.1 Each owner a member. Each owner of a lot in New Breed Ranch Filing 1 shall be a member of the Association. Ownership shall be determined based on record ownership as recorded in the records of the Clerk and Recorder of El Paso County. Membership shall terminate without any formal action by the Association whenever a person ceases to be the owner of a lot, but such termination shall not relieve or release any such former member from any liability or obligation incurred under or in any way connected with this Association during such membership in the Association, or impair any rights or remedies that the Members shall have, either through the Board of Directors of the Association or directly, against such former Member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

3.2 One Vote Per Lot. There shall be one vote per lot, not per member. If a lot is owned by more than one person, such members may execute a proxy appointing and authorizing one person to attend all annual and special meetings of Members and thereat to cast whatever vote the co-owners might cast if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law.

ARTICLE 4. MEETINGS

4.1 Annual Meeting. The annual meeting of the members shall be held on the first Saturday in the month of May in each year, or as determined by the Board of Directors, beginning with the year 2002, at the hour of 10:00 a.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Colorado, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

4.2 Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of not less than three of all the members of the Association.

4.3 Place of Meetings. The Board of Directors may designate any place, either within or without the State of Colorado unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of

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notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State of Colorado, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Colorado.

4.4 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of special meetings, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the association, with postage thereon prepaid, but if three successive letters mailed to the last known address of any member of record are returned as undeliverable, no further notices to such member shall be necessary until another address for such member is made known to the association.

4.5 Quorum. A majority of the members of the association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than a majority of the members are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

4.6 Proxies. At all meetings of members, a member may vote in person or by proxy executed in writing by member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Shares held by a personal representative, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such membership into his name. Membership standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote a membership held by him without a transfer of such membership into his name.

4.7 Informal Action by Meeting. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the membership, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter

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thereof.

ARTICLE 5. BOARD OF DIRECTORS

5.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

5.2 Number, Tenure and Qualifications. The initial Board shall have at least one member, who shall be appointed by the Declarant. At the first annual meeting after there are at least three members of the Association, there shall be elected from the members of the Association a new Board who shall govern the affairs of this Association until their successors have been duly elected and qualified, the number of which shall be no less than three or more than five. The number of directors shall be set at any special or annual meeting of directors, but the members shall be three until changed at a subsequent meeting of directors. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

5.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, fix the time and place for the holding of additional regular meetings without other notice than such resolution.

5.4 Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

5.5 Telephone Meetings. Members of the Board of Directors or any committee designated by the Board may participate in any meeting of the Board or Committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

5.6 Notice. Notice of any special meeting shall be given at least three days previously thereto by written notice delivered personally or mailed to each director at his business address, or by facsimile machine or e-mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile or e-mail, such notice shall be deemed to be delivered when the facsimile or

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e-mail is sent. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

5.7 Quorum. A majority of the number of Directors fixed by Section 2 of this Article V shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

5.8 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

5.9 Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the Directors.

5.10 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the Shareholders.

5.11 Compensation. By resolution of the Board of Directors, each Director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

5.12 Presumption of Assent. A director of the association who is present at a meeting of the Board of Directors at which action or any association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE 6. OFFICERS

6.1 Number. The officers of the association shall be a President, a Vice-President, if elected by the Board of Directors, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of the President and Secretary. The officers of the association shall be natural persons of the age of eighteen years or older.

6.2 Election and Term of Office. The officers of the association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon as thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

6.3 Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment, the best interests of the association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

6.5 President. The President shall be the principal executive officer of the association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the association. He shall, when present, preside at all meetings of the members and of the Board of Directors, unless a different Chairman has been otherwise designated or elected. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time. Notwithstanding the above, the President shall have the authority to sign any Private Detention Basin Agreement between and among this Association, Declarant, and the Board of County

Commissioners of El Paso County without authorization of the Board of Directors and without the signature of any other officer of the Association, and said Agreement shall be binding upon and become an obligation of this Association.

6.6 Vice-President. In the absence of the President or in the event of death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

6.7 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the association and see that the seal of the association is affixed to all documents the execution of which on behalf of the association under its seal is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

6.8 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the association; (b) receive and give receipts for monies due and payable to the association from any source whatsoever, and deposit all such monies in the name of the association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety or sureties as the Board of Directors shall determine.

6.9 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the association.

ARTICLE 7. CONTRACTS, LOANS, CHECKS AND DEPOSITS

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Checks, drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the association, shall be signed by such officer or officers, agent or agents of the association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

7.4 Deposits. All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such banks, savings institutions, trust companies or other depositories as the Board of Directors may select.

ARTICLE 8. FISCAL YEAR

8.1 The fiscal year of the corporation shall begin on January 1, and end on December 31 in each year.

ARTICLE 9. CORPORATE SEAL

9.1 The Board of Directors shall provide an association seal which shall be either circular in form and shall have inscribed thereon the name of the association and the state of incorporation and the word "Seal", or shall be a rubber seal in substantially the same form as provided above.

ARTICLE 10. WAIVER OF NOTICE

10.1 Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the corporation under the provisions of the Colorado Corporation Code, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 11. AMENDMENTS

11.1 These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors, subject to the rights of members to repeal or amend Bylaws as provided by law; provided, however, that the obligations of the Association regarding the Augmentation Plan and the Detention Basin, may be altered, amended or deleted only after advance approval of such alteration, amendment or deletion by the Board of County Commissioners of El Paso County and,

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in the case of the Augmentation Plan, such alterations, amendments or deletions must be consistent with a court order allowing the amendment of the Augmentation Plan.

CERTIFICATION

I hereby certify that the foregoing Bylaws, consisting of eight pages, including this page, constitute the Bylaws of the New Breed Ranch Association, Inc., adopted by the Board of Directors of the corporation as of this _____ day of _____, 200__.

Secretary, New Breed Ranch Association, Inc.

RESOLUTION NO. 01-184

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Brown moved adoption of the following Resolution:

WHEREAS, New Breed Ranch, Inc., and Frank A. Lee did file an application with the Planning Department of El Paso County for the approval of a Final Plat for New Breed Ranch Filing No. 1 Subdivision for the herein described property in the unincorporated area of El Paso County; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on January 16, 2001, upon which date the Planning Commission did by formal resolution recommend approval of the subject Final Plat with conditions and notations; and

WHEREAS, a public hearing was held by this Board on May 10, 2001; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed subdivision of land is in compliance with the recommendations set forth in the master plan for the unincorporated area of the county.
4. All data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.

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5. The El Paso County Parks Board recommends Regional Park fees in the amount of \$5,080.00 be paid in lieu of land dedication. The developer has agreed to provide trail easements for a future connection to Black Forest Regional Park
6. School District No. 20 recommends School fees in the amount of \$6,732.00 be paid in lieu of land dedication.
7. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
8. For the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.
9. The proposed water supply is sufficient in terms of quality.
10. The proposed water supply is sufficient in terms of quantity.
11. The proposed water supply is sufficient in terms of dependability.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the New Breed Ranch Filing No. 1 Subdivision Final Plat request as submitted by New Breed Ranch, Inc., and Frank A. Lee for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions and notations shall be placed upon this approval:

CONDITIONS:

1. Prior to recording the Plat:
 - a. All applicable Park fees (Regional) of \$5,080.00, School fees (District No. 20) of \$6,732.00, and Bridge and Drainage fees shall be paid.
 - b. All Deed of Trust holders shall ratify the Plat.

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- c. The Subdivision Improvements Agreement, including the Estimate of Guaranteed Funds as approved by the El Paso County Department of Transportation, shall be filed at the time of the recording of the Final Plat and shall include the applicant's proportionate share of the traffic signal expense.
- d. Collateral sufficient to ensure that the public improvements as listed in the approved Estimate of Guaranteed Funds shall be provided when the Final Plat is recorded and shall include the applicant's proportionate share of the traffic signal expenses.
- e. The applicant shall submit the mylar to Enumerations for addressing.
- f. Colorado stature requires that at the time of the approval of platting, the subdivider provide the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, for years prior to that year in which approval is granted, have been paid. Therefore, this Plat is approved by the Board of County Commissioners on the condition that the subdivider or developer must provide to the Planning Department at the time of recording the Plat a certification from the County Treasurer's Office that all prior years taxes have been paid in full.
- g. The subdivider or developer must pay for each parcel of property the fee for tax certification in effect at the time of recording the Plat.

2. County Attorney Requirements:

- a. Applicants, their successors and assigns, shall advise the NBRHOA and all future owners of these lots of all applicable requirements of the decrees entered in Case No. 98 CW 58 and 99CW 79 (Division 2), as well as their obligations to comply with the decrees and any contracts, including, but not limited to, costs of operating the plan for augmentation which will include construction and pumping of a Laramie-Fox Hills Aquifer well to replace post-pumping depletions, and responsibility for metering and collecting data regarding water withdrawals from wells. There shall be a Plat Note added to this effect.

- b. Applicant shall assign to the NBRHOA Applicant's interests, rights, and obligations in the plan for augmentation, and create restrictive covenants upon and running with the property which shall obligate individual lot owners and the NBRHOA to carry out the requirements of the Plan for augmentation. This assignment requirement shall be noted on the Plat. Such assignment shall be accomplished by an appropriate agreement and assignment or conveyance instrument that shall be reviewed and approved by both the Planning Department and the County Attorney's Office prior to recording the Plat.
- c. Applicant shall reserve in any deeds of the property 12,972 acre-feet total out of the Denver Aquifer and all of its nontributary Laramie-Fox Hills Aquifer water as decreed in Case No. 98 CW 58 and 99 CW 79 (Division No. 2) for use in this augmentation plan. Applicant shall convey by recorded deed these reserved nontributary Laramie-Fox Hills Aquifer water rights to the NBRHOA for use in the augmentation plan. A Plat Note shall be added to this effect. Applicant shall provide copies of such reservation and conveyance instruments that shall be reviewed and approved by both the Planning Department and the County Attorney's Office prior to recording the Plat.
- d. Applicant, its successors and assigns, at the time of lot sales, shall convey to individual lot owners sufficient water rights in the Denver Aquifer underlying each lot to satisfy El Paso County's 300-year water supply requirement: 12,972 acre-feet for 94 Lots at full build-out, or and an appropriate derivative amount to satisfy the requirements for 92 Lots: 138 acre-feet per lot (0.46 ac. ft. per lot per year x 300 yrs.) These conveyance requirements shall be added as a plat note. It is anticipated that these conveyances will satisfy the State Engineer's evidentiary requirement that an applicant for an individual on-lot well has acquired the right to the portion of water being requested on the application.

- e. Applicant shall submit Declaration of Covenants, Conditions, and Restrictions as well as Bylaws and Articles of Incorporation of the NBRHOA to the Planning Department and the County Attorney's Office for review, and the same shall be approved by the Planning Department and the County Attorney's Office prior to recording the plat. Said Declaration shall cross-reference the decreed plan for augmentation, the related water rights decrees, and shall recite the obligations of the individual lot owners and the NBRHOA under each of these documents. Applicant shall provide a copy of the Certificate of Incorporation of the NBRHOA by the Secretary of State to the Planning Department and the County Attorney's Office.
- f. Applicant, its successors and assigns, shall record all applicable documents including, but not limited to, the decreed plan for augmentation in Case No. 98 CW 58 and 99 CW 79 (Division 2), agreements, assignments, and deeds regarding the water rights; Declaration of Covenants, By-laws, and Articles of Incorporation in the land records of the Office of the Clerk and Recorder of El Paso County, Colorado.
- g. The following plat note shall be added that addresses the State Engineer's admonition to advise landowners of potential limited water supplies in the Denver Basin:

"Water in the Denver Basin Aquifers is allocated based on a 100 aquifer life; however, for El Paso County planning purposes, water in the Denver Basin Aquifers is evaluated based on a 300-year aquifer life. Applicants, the Home Owners Association, and all future owners in the subdivision should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than either the 100-years or 300-years indicated due to anticipated water level declines. Furthermore, the water supply plan should not rely solely upon non-renewable aquifers. Alternative renewable water resources should be acquired and incorporated in a permanent water supply plan that provides future generations with a water supply."

NOTATIONS:

1. Earthmoving activity more than one acre requires a Construction Activity Permit. Call Air Quality Control at 578-3137 for information.

- e. Applicant shall submit Declaration of Covenants, Conditions, and Restrictions as well as Bylaws and Articles of Incorporation of the NBRHOA to the Planning Department and the County Attorney's Office for review, and the same shall be approved by the Planning Department and the County Attorney's Office prior to recording the plat. Said Declaration shall cross-reference the decreed plan for augmentation, the related water rights decrees, and shall recite the obligations of the individual lot owners and the NBRHOA under each of these documents. Applicant shall provide a copy of the Certificate of Incorporation of the NBRHOA by the Secretary of State to the Planning Department and the County Attorney's Office.
- f. Applicant, its successors and assigns, shall record all applicable documents including, but not limited to, the decreed plan for augmentation in Case No. 98 CW 58 and 99 CW 79 (Division 2), agreements, assignments, and deeds regarding the water rights; Declaration of Covenants, By-laws, and Articles of Incorporation in the land records of the Office of the Clerk and Recorder of El Paso County, Colorado.
- g. The following plat note shall be added that addresses the State Engineer's admonition to advise landowners of potential limited water supplies in the Denver Basin:

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NOTATIONS:

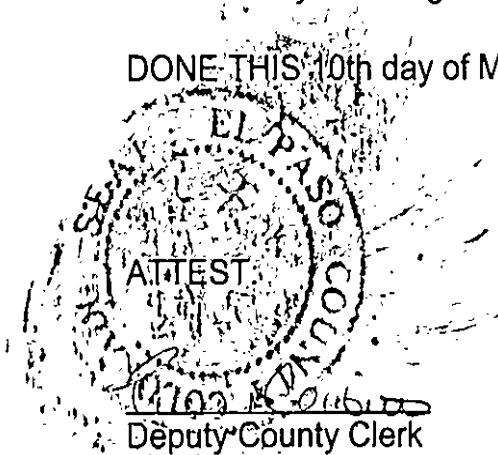
1. Earthmoving activity more than ⁿ1 acre requires a Construction Activity Permit. Call Air Quality Control at 578-3137 for information.

2. Failure to record the Plat within one-year following Board of County Commissioners' approval will require reconsideration by the Board. Said reconsideration may involve compliance with new criteria, regulations and updated fees.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 10th day of May 2001, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO



By J. C. Howells
Chairman

Commissioner Bremer seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Jones	aye
Commissioner Howells	aye
Commissioner Bremer	aye
Commissioner Huffman	absent
Commissioner Brown	aye

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 01-184
EXHIBIT A

Commencing at the Southeast corner of Abert Estates as recorded October 16, 1995 in Plat Book H-5 at Page 111 and by Reception No. 95111065: Thence along the Southerly extension of the East line of said Abert Estates S00°09'48"E 42.81' to the apparent centerline of said Shoup Road; thence Easterly and Northeasterly along said centerline of Shoup Road N68°58'12"E 379.89'; thence continuing along said centerline of Shoup Road N70°47'59"E 890.12' to the True Point of Beginning.

Thence leaving said centerline of Shoup Road N18°33'19"W 412.20'; thence N 42°29'13"E 596.31' to a point on a non-tangent curve having radius of 630.00'; thence Northwesterly 242.37' along said curve through a central angle of 2°02'03"; thence N51°48'27"W 218.68' to the beginning of a tangent curve to the left having a radius of 531.00'; thence Northwesterly 113.06' along the arc of said curve through a central angle of 12°11'57"; thence N64°00'24"W 55.28'; thence N25°59'36"E 60.00' to a point on a non-tangent curve having a radius of 25.00'; thence Easterly and Northeasterly 39.27' along said curve through a central angle of 90°00'00"; thence N25°59'36"E 18.08'; thence N27°47'53"W 618.78'; thence N11°39'58"E 160.95'; thence N42°13'43"E 366.44'; thence N02°06'22"W 388.48'; thence N68°13'08"E 302.28'; thence N28°26'48"E 345.43'; thence N64°33'21"E 452.31'; thence S84°43'30"E 588.06'; thence S27°50'26"W 716.27'; thence S29°25'15"W 538.37'; thence S14°42'02"W 385.05'; thence S12°02'13"W 832.39' to a point on a non-tangent curve having a radius of 570.00'; thence Easterly 205.77' along said curve through a central angle of 20°41'02"; thence N78°48'59"E 546.06' to the beginning of a tangent curve to the right having a radius of 630.00'; thence Easterly 217.21' along said curve through a central angle of 19°45'14" to the beginning of a tangent curve to the left having a radius of 570.00'; thence Easterly 204.27' along said curve through a central angle of 20°31'58"; thence N11°57'44"W 431.17'; thence N55°16'25"E 369.76'; thence N35°15'41"W 188.74'; thence N35°28'30"E 342.73'; thence S59°22'04"E 419.42' to a point on a non-tangent curve having a radius of 570.00'; thence Northerly 169.62' along said curve through a central angle of 17°03'01"; thence N89°18'55"E 60.00'; thence S81°18'56"E 447.39' to a point on the East line of said Section 10; thence along said East line S00°32'16"E 1631.14' to a point on the centerline of said Shoup Road right-of-way;

Thence S88°54'39"W 1600.00' along said centerline of Shoup Road right-of-way to the beginning of a tangent curve to the left having a radius of 2000.00'; thence Westerly and Southwesterly along said curve 632.20' through a central angle of 18°06'40"; thence tangent to last-mentioned curve S70°47'59"W 526.84' to the True Point of Beginning. Containing 124.91 acres more or less.

J. Patrick Kelly El Paso Cty, CO

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GRANT OF RIGHT OF WAY

New Breed Ranch Inc.

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

Twenty five feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:
An easement twenty-five (25) feet in width for the power line and other fixtures in the NEW BREED RANCH SUBDIVISION. Easement is to encompass the platted non-motorized public trail easement.

in S 1/2 Section 10 Township 12 South, Range 66 West,

together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

Grantor further grants unto the Grantee, the right, privilege and authority to grant, permit or license any other public utility, cable television or private communications company to occupy and maintain its facilities within, over, upon, under and along the above described strip of land.

TO HAVE AND TO HOLD said strip unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

The Grantor agrees that all poles, wires, cables, and other facilities including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

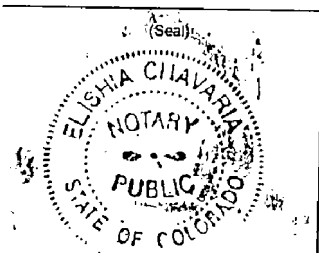
DATED: 25 July 02

James R. Scott

STATE OF COLORADO
COUNTY OF El Paso) ss.

The within instrument was acknowledged before me this 20th day of July, 2002
By James R. Scott
(Print the name(s) signed above)

WITNESS my hand and official seal



Account No. _____
02-1137 cg
Work Order No. _____

Elisha Chavarria
Notary Public
5136 Community Ctr. Dr.
Notary's Home or Business Address
USAF Academy, CO80840
My Commission Expires 7/3/04

GRANT OF RIGHT OF WAY

New Breed Ranch, Inc. of the County of El Paso, State of Colorado, hereinafter called the "Grantor", for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, grants to Mountain View Electric Association, Inc., a Colorado Corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to install, maintain, or own, or permit any commercial broadband supplier, including a broadband affiliate, to install, maintain, or own, fiber-optic cable for communication and broadband purposes, attached facilities for operation by a commercial broadband supplier, including a broadband affiliate, in providing commercial broadband service; and to lease or otherwise provide to a commercial broadband supplier, including a broadband affiliate, any excess capacity of attached facilities for purposes of providing commercial broadband service, including the necessary poles, conduits, cables, and fixtures and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such facilities, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along land owned by Grantor located on, under, over, and across the Grantor's following described real property situate on the County of El Paso, State of Colorado:

Grantor is the owner of that certain real property described below:

TRACT IN SEC 10 AND IN NW4 SEC 15-12-66 AS FOLS; BEG AT NE COR OF W2SE4 SEC 10, TH SLY ON ELY LN TO INTSEC NLY LN OF SHOUP RD, TH WLY ON NLY LN OF SHOUP RD TO INTSEC WITH W LN OF NW4 SEC 15, TH N TO NW COR OF SEC 15, TH N 1<10'40" W 1924.90 FT M/L ON W LN SEC 10 TH S 01<10'40" E 723.0 FT FROM NW COR OF SW4 OF SD SEC 10, TH N 39<50' E 270.56 FT, N 23<19' W 189.70 FT, N 12<38' E 583.11 FT, N 47<02' E 226.04 FT, N 35<40' E 208.67 FT, N 42<00' E 243.40 FT, N 51<47' E 231.32 FT, N 7<24' E 439.18 FT, N 75<32' E 455.49 FT, N 66<00' E 230.54 FT, N 76<30' E 344.84 FT, N 31<33' E 228.28 FT, N 71<48' E 370.24 FT, N 55<47' E 858.58 FT, N 77<02' E 230.75 FT, N 40<28' E 248.57 FT TO INTSEC N LN OF SD SEC 10, S 89<56' E 1720.42 FT ON N LN TO NE COR SEC 10, S 00<50' E 726.30 FT ON E LN OF SEC 10, N 68<30' W 696.70 FT, S 6<08' W 463.48 FT, S 16<32' E 1054.34 FT TO INTSEC NWLY LN OF TR DES IN BK 847-440, SWLY ON NWLY LN 145.57 FT TO ANG PT, TH SWLY ON WLY LN OF SD TR TO S LN OF NE4 SEC 10, TH W ON S LN 646.15 FT M/L TO POB, EX THAT PT PLATTED TO NEW BREED RANCH FIL 1 & 2

An easement twenty (20) twenty feet in width, being ten (10) ten feet on either side of the centerline of Grantee's existing electric facilities within said real property.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs and assigns, not to change grade or erect any building or structure within the limits of said strip of land; and the Grantee, its successors and assigns, shall have the right, upon 10 days written notice to Grantor, to remove objects or buildings interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and right-of-way in order to remove the interference at Grantor's expense (or the expense of Grantor's successors or assigns).

The Grantor agrees that all poles, wires, cables and other facilities, including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his successors and assigns, to pass over said strip of land from one portion of the land to another, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to repair, replace or pay for any damage which may arise from constructing, maintaining, operating or removing said fiber-optic cable or cables so far as the same shall affect fences, irrigation or draining ditches, or growing lawns, gardens or crops (not including trees unless specifically agreed to by a separate writing) that do not interfere with the operation and use of Grantee's lines and equipment, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor (or its successors or assigns), one by the Grantee and the third person by the two persons aforesaid; the award of such three persons to be final and conclusive.

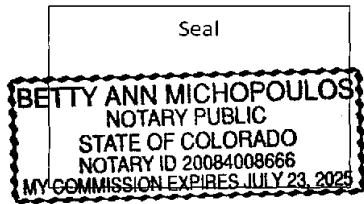
The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs and assigns of the parties.

Executed this 20 day of May, 2022.

STATE OF COLORADO)
COUNTY OF El Paso)ss.

Grantor: [Signature]
Title: President NBR

The within instrument was acknowledged before me this 20 day of May, 2022, by
by James Scott as President NBR of
(Print the name(s) signed above) (Title)
New Breed Ranch
(Entity or Trust Name)



WITNESS my hand and official seal
[Signature]
Notary Public
98107 Union Blvd, Colo. Spgs, Co 80924
Notary's Address
My Commission Expires 07-23-2025