

**AMENDMENT TO
SWAN'S NEST METROPOLITAN DISTRICT SERVICE PLAN**

This amendment to the Swan's Nest Metropolitan District Service Plan ("Amendment") is made this 24th day of October, 1996, by the Swan's Nest Metropolitan District (the "District").

The Swan's Nest Metropolitan District Service Plan (the "Plan") was originally approved by the District Court on July 3, 1986, under Civil No. 86-CV-60. The Plan provided that the District would provide, among other services, sanitation services to inhabitants within the boundaries of the District.

Since that time, the District has come to an agreement with the Breckenridge Sanitation District wherein the necessary sanitation services will be provided by Swan's Nest Sewer Company, LLC, until the completion of the inclusion of all the District's property and the R.V. Park property in the Breckenridge Sanitation District at which time all sewer service will be provided by Breckenridge Sanitation District.

NOW, THEREFORE, the District hereby amends the Plan to delete any and all references to the provision of sanitation services by the District, including but not limited to the following:

- A. Delete all of pages 19R through 22R in their entirety.
- B. Add the following to page 28:

"Sanitation. Sanitation Services will be provided by Swan's Nest Sewer Company, LLC, or Breckenridge Sanitation District."

Pursuant to C.R.S. 32-1-202(2), the following are added as exhibits hereto:

- Exhibit A: Proposed Services
- Exhibit B: Financial Plan
- Exhibit C: Revised Engineering Survey
- Exhibit D: Map of District and Estimate of Population and Valuation for Assessment Purposes
- Exhibit E: Description of the Facilities
- Exhibit F: Estimated Costs
- Exhibit G: Agreements for Performance of Services

The Plan is to remain the same in all other respects.
Executed this 24th day of October, 1996.

"District"

Swan's Nest Metropolitan District

By:

[Handwritten Signature]

Its:

President

PLAN.AMD

EXHIBIT A

PROPOSED SERVICES

A special district is organized pursuant to Title 32, C.R.S., a recodification of Colorado's special district laws. Special districts may be formed to provide any of the following services: (1) fire protection (2) mosquito control (3) parks and recreation (4) safety protection (5) sanitation (6) street improvement (7) television relay and translation (8) transportation and (9) water. Metropolitan districts provide any two or more of these services, but in all other aspects are the same as a "special" district. The proponents of a special district must select the services to be provided prior to commencement of the organizational proceedings.

The Swan's Nest Metropolitan District will provide (1) water (2) street improvement (3) parks and recreation (4) transportation (5) television relay and translation and (6) mosquito control for the inhabitants of the District.

EXHIBIT B
FINANCIAL PLAN

SWAN'S NEST METRO DISTRICT
G. O. Bonds
Financing Plan

Year	Available for Debt Service		Capitalized Interest	Less: Operating Expenses	Total Available for Debt	Net Debt Service (1)	Annual Surplus / (Deficit)
	25.00 Mills Tax Revenue	Total Water, Sewer & Fac. Fee Revenues (1)					
1997	5,881	262,850	79,063	(8,000)	76,944	76,188	755
1998	5,969	257,000	15,813	(24,000)	260,632	254,125	6,507
1999	28,584	70,700		(24,000)	261,584	255,513	6,071
2000	51,538	51,600		(24,000)	98,238	90,663	7,575
2001	52,311	51,600		(24,000)	79,911	73,188	6,723
2002	53,095	51,600		(24,000)	80,695	76,950	3,745
2003	53,892	51,600		(24,000)	81,492	75,300	6,192
2004	54,700	51,600		(24,000)	82,300	78,650	3,650
2005	55,521	51,600		(24,000)	83,121	76,588	6,533
2006	56,353	51,600		(24,000)	83,953	79,525	4,428
2007	57,199	51,600		(24,000)	84,799	77,050	7,749
2008	58,057	51,600		(24,000)	85,657	79,575	6,082
2009	58,927	51,600		(24,000)	86,527	81,688	4,840
2010	59,811	51,600		(24,000)	87,411	83,388	4,024
2011	60,709	51,600		(24,000)	88,309	84,675	3,634
2012	61,619	51,600		(24,000)	89,219	85,550	3,669
2013	62,543	51,600		(24,000)	90,143	86,013	4,131
2014	63,482	51,600		(24,000)	91,082	86,063	5,019
2015	64,434	51,600		(24,000)	92,034	85,700	6,334
2016	65,400	51,600		(24,000)	93,000	84,925	8,075
	1,030,024	1,416,150	94,875		2,077,049	1,971,313	105,737

(1) From Supporting Schedules

RAF FINANCIAL CORPORATION
 Public Finance Division

SWAN'S NEST METRO DISTRICT
G. O. Bonds

\$1,150,000

PLANE E
Page 2

Supporting Schedule: Debt Service with Calls

Year	15-Oct Principal (incl. calls)	Coupon	15-Apr Payment	15-Oct Payment	Annual Interest	Fiscal Total	Less:DSRF Int. Earned 5.00%	Net Payments
-A-	-B-	-C-	-D-	-E-	-F-	-G-	-H-	
1997			31,625	47,438	79,063	79,063	(2,875)	76,188
1998	165,000	8.25%	47,438	212,438	94,875	259,875	(5,750)	254,125
1999	180,000	8.25%	40,631	220,631	81,263	261,263	(5,750)	255,513
2000	30,000	8.25%	33,206	63,206	66,413	96,413	(5,750)	90,663
2001	15,000	8.25%	31,969	46,969	63,938	78,938	(5,750)	73,188
2002	20,000	8.25%	31,350	51,350	62,700	82,700	(5,750)	76,950
2003	20,000	8.25%	30,525	50,525	61,050	81,050	(5,750)	75,300
2004	25,000	8.25%	29,700	54,700	59,400	84,400	(5,750)	78,650
2005	25,000	8.25%	28,669	53,669	57,338	82,338	(5,750)	75,588
2006	30,000	8.25%	27,638	57,638	55,275	85,275	(5,750)	79,525
2007	30,000	8.25%	26,400	56,400	52,800	82,800	(5,750)	77,050
2008	35,000	8.25%	25,163	60,163	50,325	85,325	(5,750)	79,575
2009	40,000	8.25%	23,719	63,719	47,438	87,439	(5,750)	81,688
2010	45,000	8.25%	22,069	67,069	44,138	89,138	(5,750)	83,388
2011	50,000	8.25%	20,213	70,213	40,425	90,425	(5,750)	84,675
2012	55,000	8.25%	18,150	73,150	36,300	91,300	(5,750)	85,550
2013	60,000	8.25%	15,881	75,881	31,763	91,763	(5,750)	86,013
2014	65,000	8.25%	13,406	78,406	26,813	91,813	(5,750)	86,063
2015	70,000	8.25%	10,725	80,725	21,450	91,450	(5,750)	85,700
2016	190,000	8.25%	7,838	197,838	15,675	205,675	(120,750)	84,925
TOTALS	1,150,000				1,048,438	2,198,438	(227,125)	1,971,313

ISSUE SIZING	
Construction Cost	\$871,125
12 mos Cap Interest	94,875
Reserve Fund	115,000
Cost of Issuance	69,000
TOTAL ISSUE	\$1,150,000

Dated:	12/15/96	Bond Yrs:	12,708.33
Deliv:	12/15/96	Bond Yld:	8.2529%
Mature:	10/15/15	Avg Rate:	8.2500%
1st Int:	04/15/97	Avg Life:	11.05

RAF FINANCIAL CORPORATION
 Public Finance Division

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SWAN'S NEST METRO DISTRICT
G. O. Bonds
Supporting Schedule: Tax Revenue

Year	Single Family Housing + Lot House			Multi-Family Housing			Assessed Value Added @ 10.60% (Lag 2 yrs)	Cumulative Assessed Valuation	Mill Levy	Tax Revenue
	Number Sold	Sales Price	Actual Value	Number Sold	Sales Price	Actual Value				
1997	10	510,000	5,100,000	68	125,000	8,500,000		235,240	25.000	5,881
1998	4	510,000	2,040,000	68	125,000	8,500,000	901,000	1,143,350	25.000	5,969
1999	4	510,000	2,040,000					2,061,500	25.000	28,584
2000								2,092,423	25.000	51,538
2001								2,123,809	25.000	53,095
2002								2,155,666	25.000	53,892
2003								2,188,001	25.000	54,700
2004								2,220,821	25.000	55,521
2005								2,254,134	25.000	56,353
2006								2,287,946	25.000	57,199
2007								2,322,265	25.000	58,057
2008								2,357,099	25.000	58,927
2009								2,392,455	25.000	59,811
2010								2,428,342	25.000	60,709
2011								2,464,767	25.000	61,619
2012								2,501,739	25.000	62,543
2013								2,539,285	25.000	63,482
2014								2,577,354	25.000	64,434
2015								2,616,014	25.000	65,400
2016										
TOTALS	18	9,180,000	17,000,000	136	1,802,000	1,030,024				

RAF FINANCIAL CORPORATION
 Public Finance Division

SWAN'S NEST METRO DISTRICT

G. O. Bonds

PLANE
Page 4

Supporting Schedule: Water & Sewer Revenue

Year	Single Family Sales	SF Tap Fee (\$4,775 (lag 1 yr))	Multi-Family Sales	MF Tap Fee (\$2,775 (lag 1 yr))	Cumulative Water Units	Water Fees @ \$25.00 per mo. (lag 1 yr)	Total Revs. #1+#2+#3 Water & Tap Fee Revenues
1997	10		68		88	26,400	262,850
1998	4	47,750	68	188,700	164	49,200	257,000
1999	4	19,100		188,700	172	51,500	70,700
2000		19,100			172	51,500	51,600
2001					172	51,500	51,600
2002					172	51,500	51,600
2003					172	51,500	51,600
2004					172	51,500	51,600
2005					172	51,500	51,600
2006					172	51,500	51,600
2007					172	51,500	51,600
2008					172	51,500	51,600
2009					172	51,500	51,600
2010					172	51,500	51,600
2011					172	51,500	51,600
2012					172	51,500	51,600
2013					172	51,500	51,600
2014					172	51,500	51,600
2015					172	51,500	51,600
2016					172	51,500	51,600
TOTALS	18	85,950	136	377,400		952,800	1,416,150

RAF FINANCIAL CORPORATION
Public Finance Division

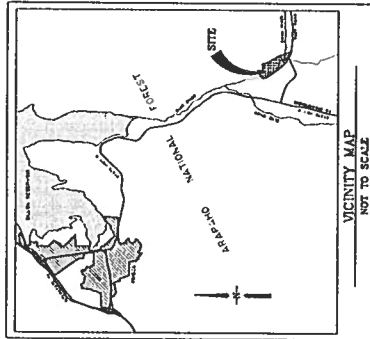
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EXHIBIT C
REVISED ENGINEERING SURVEY

CONSTRUCTION DRAWINGS FOR SWAN RIVER RANCH FILING NO. 1

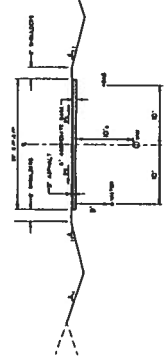
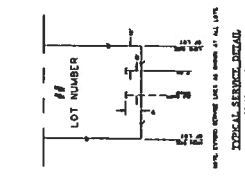
GENERAL NOTES:

1. ALL DRAINAGE CONSTRUCTION SHALL MEET THE STANDARDS & SPECIFICATIONS OF SHERIFF COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE NOTIFICATION AND FIELD LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION.
2. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF THESE APPROVED PLANS AND ONE COPY OF THESE SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. AT THE JOB SITE AT ALL TIMES.
 - A. STATE OF COLORADO SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - B. SHERIFF COUNTY SUBDIVISION, OPENING MANUAL.
 - C. SHERIFF COUNTY STANDARDS AND SPECIFICATIONS.
 - D. AASHTO STANDARDS AND SPECIFICATIONS.
 - E. BREGENGERE SANITATION DISTRICT STANDARD SPECIFICATIONS.
3. REVEGETATION OF ALL DISTURBED SLOPES SHALL BE DONE PER SHERIFF COUNTY REQUIREMENTS AFTER THE GRADING IS COMPLETE.
4. ALL BROWSP APRONS SHALL BE CONSTRUCTED PER DOT M401-12 W/ MINUM 140N FILTER FABRIC OR EQUAL.
5. ALL WATER PIPES SHALL BE 4" DIA. 2151 AND 4" DIA. 4313I DP, CLASS 51, INSTALLED WITH A MINIMUM 10% SLOPE.
6. ALL FORCE MAIN PIPES SHALL BE 4" DIA. 4300 P.C., PRESSURE CLASS 150, INSTALLED WITH A MINIMUM 40% DEFLECTION OF 2".
7. ALL WATER AND FORCE MAIN FITTINGS SHALL HAVE THURST BLOCKS.
8. ALL WATER AND FORCE MAIN PIPES SHALL HAVE A MINIMUM COVER DEPTH OF 9'-6".
9. ALL SANITARY SEWER PIPES SHALL BE 4" DIA. P.C.
10. ALL PIPE MATERIAL BACKFILL AND INSTALLATION SHALL CONFORM TO BREGENGERE SANITATION DISTRICT AND TOWN OF BREGENGERE STANDARDS AND SPECIFICATIONS.
11. ALL STATIONING IS CENTERLINE UNLESS OTHERWISE NOTED.
12. ALL ELEVATIONS ARE CENTERLINE UNLESS OTHERWISE NOTED.
13. STATIONS AT CULVERTS ARE TO UPSTREAM END OF PIPE.
14. CONTRACTOR TO MAKE CONNECTION TO WATER LINE WITHOUT SHUTDOWN OR NOTICE DISTRICT OF ANY SERVICE INTERRUPTION NECESSARY TO CONNECT TO EXISTING LINE.
15. ALL ELEVATIONS SHALL BE BASED ON THE SHERIFF COUNTY DATUM. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE MEETING TIME AND PLACE WITH THE DISTRICT OFFICE.
16. ROAD CURVES WITH RADIUS LESS THAN 300 FEET SHOULD BE POSTED FOR LESS THAN 30 M.P.H. SPEED.
17. BROWSPING: MUST NORTHERLY CORNER OF SWANS WEST FILING NO. 1 (LESS BRASS CAP) ELEVATION = 8210.67
18. DEVELOPER TO PROVIDE GEOTECHNICAL DESIGN FOR ROAD APRONS & BASE COURSE. ALL ELEVATIONS SHALL BE BASED ON AN ASSUMED ROAD SECTION OF 3" HRP OVER 8" BASE COURSE.
19. ALL APPROPRIATE PERMITS, SUCH AS, WATERS, GRADING, DISSEMINATED DEVELOPMENT, ETC., MUST BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
20. ALL DISTURBED PAVEMENT EXPOSED SHALL BE CUT TO NEAR UNITS, THE THICKNESS AT HRP AND ABC REPAIRS SHALL BE EQUAL TO EXISTING.
21. ALL ROADSIDE DITCHES SHALL BE GRADED TO MATCH CULVERT INVERTS, TRANSITION DITCH SECTIONS TO A MINIMUM 2:1 DITCH SLOPE AT CULVERT INVERTS.
22. ALL ROADS MUST BE COMPLETED TO SUBGRADE ELEVATION PRIOR TO UTILITY INSTALLATION.

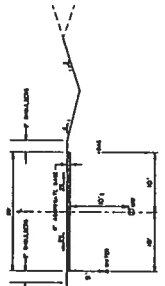
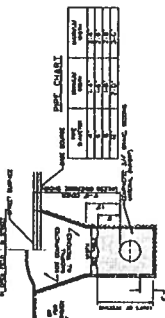
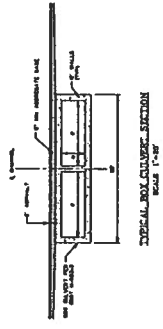


SHEET INDEX

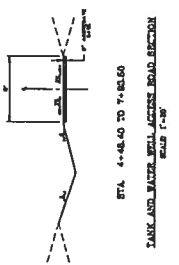
1. COVER SHEET
2. MASTER UTILITY AND SHEET INDEX PLAN
3. RETIETTE DRIVE PLAN & PROFILE
4. RETIETTE DRIVE PLAN & PROFILE
5. RETIETTE DRIVE PLAN & PROFILE
6. DRAINAGE, EROSION CONTROL & REVEGETATION PLAN



STA. 7+42.15 TO 40+72.15 (LINE-A)
STA. 30+00.00 TO 35+47.15 (LINE-B)
STA. 55+00.00 TO 67+00.00 (LINE-B)



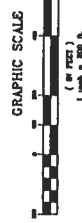
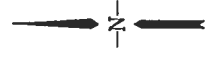
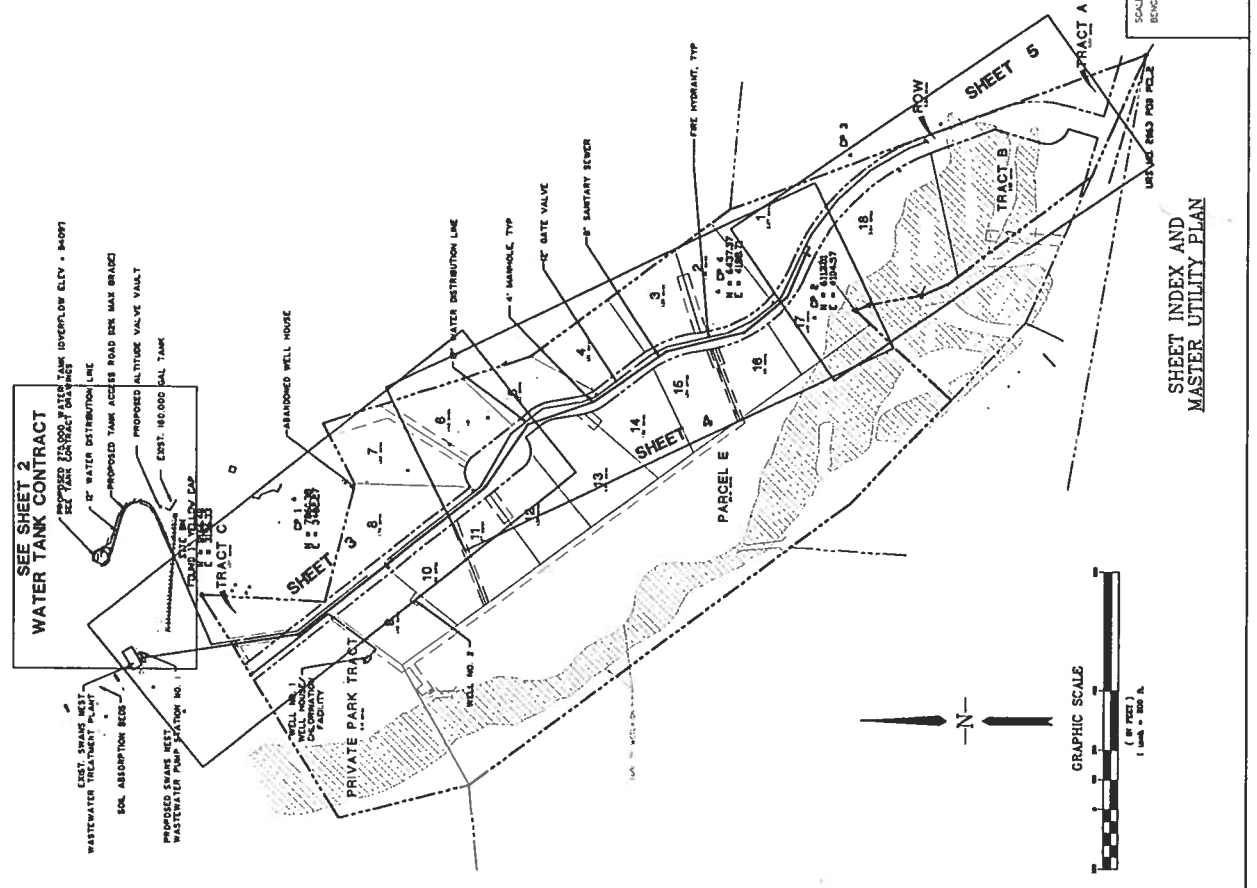
STA. 4+42.40 TO 7+42.50 (MAIN-40)



STA. 4+48.40 TO 7+48.50

--- EASEMENT LINE	---
--- PROPERTY LINE	---
--- EDGE OF ASPHALT	---
--- WATER LINE	---
--- WATER TRANSMISSION LINE	---
--- FIRE HYDRANT	---
--- SEWER LINE	---
--- CULVERT	---
--- FLOOD PLAIN	---

LEGEND



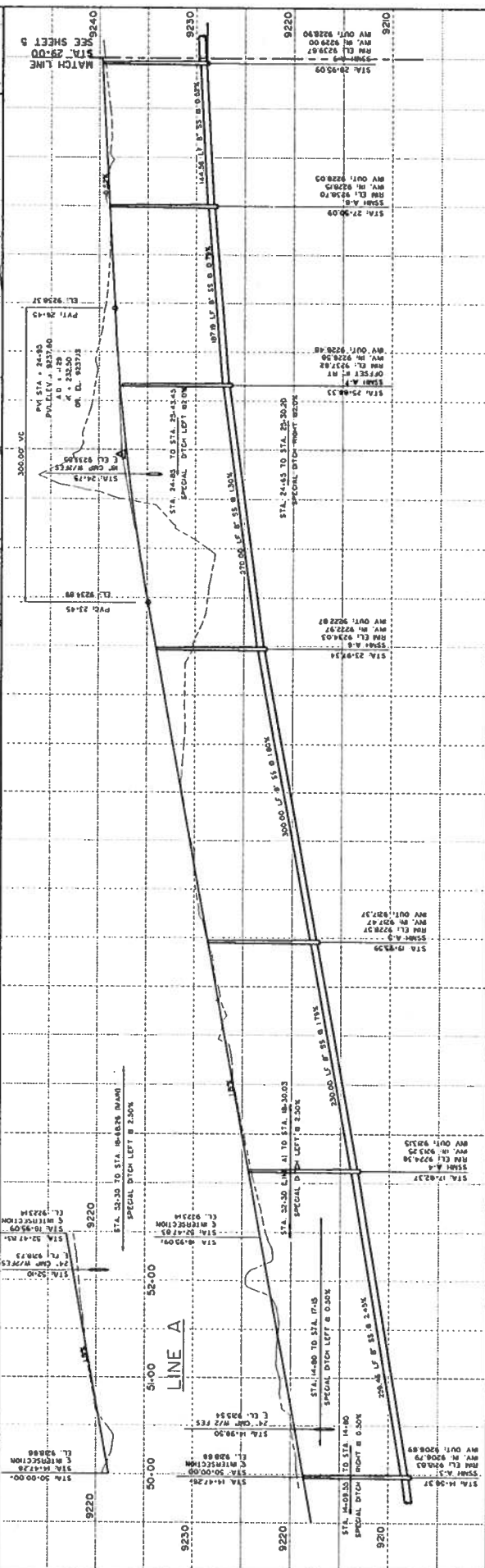
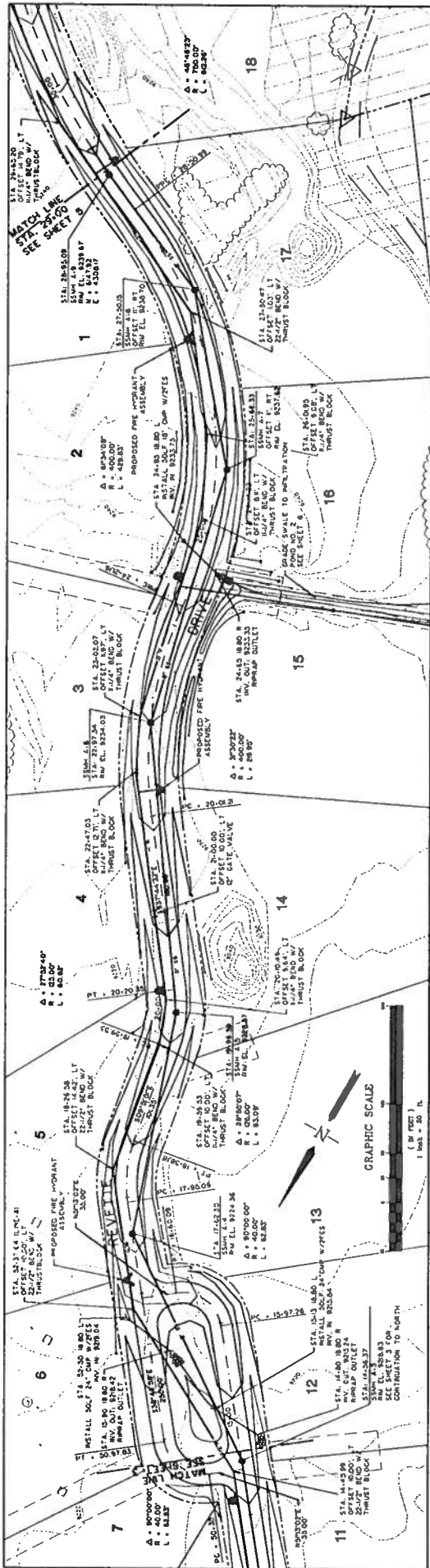
NO.	REVISIONS	DESCRIPTION

SCALE: UNLESS OTHERWISE SPECIFIED
 BENCH MARK:
 FOUND A RECORD FOR LOCATED IN THE NEAREST CORNER OF TRACT C HAVING COORDINATES X = 812.44 Y = 512.00 HIGHER POINT = 81.725

DESIGNED BY: JG/JAL
 DRAWN BY: JG/JAL
 CHECKED BY: JG/JAL
 DATE: 10/10/11

PROJECT: SWANS NEST
 SHEET TITLE: MASTER UTILITY AND SHEET INDEX
 FROM: 10/10/11 TO: 10/10/11
 JOB NO. SEZENE: 110002
 SHEET 2 OF 6

URS
 CONSULTANTS, INC.
 110002 SEZENE



STATION	DESCRIPTION	NO.	POSITIONS	SCALE	VERTICAL CURVE DATA	DESIGN DATA	REVISIONS
14+00							
15+00							
16+00							
17+00							
18+00							
19+00							
20+00							
21+00							
22+00							
23+00							
24+00							
25+00							
26+00							
27+00							
28+00							
29+00							

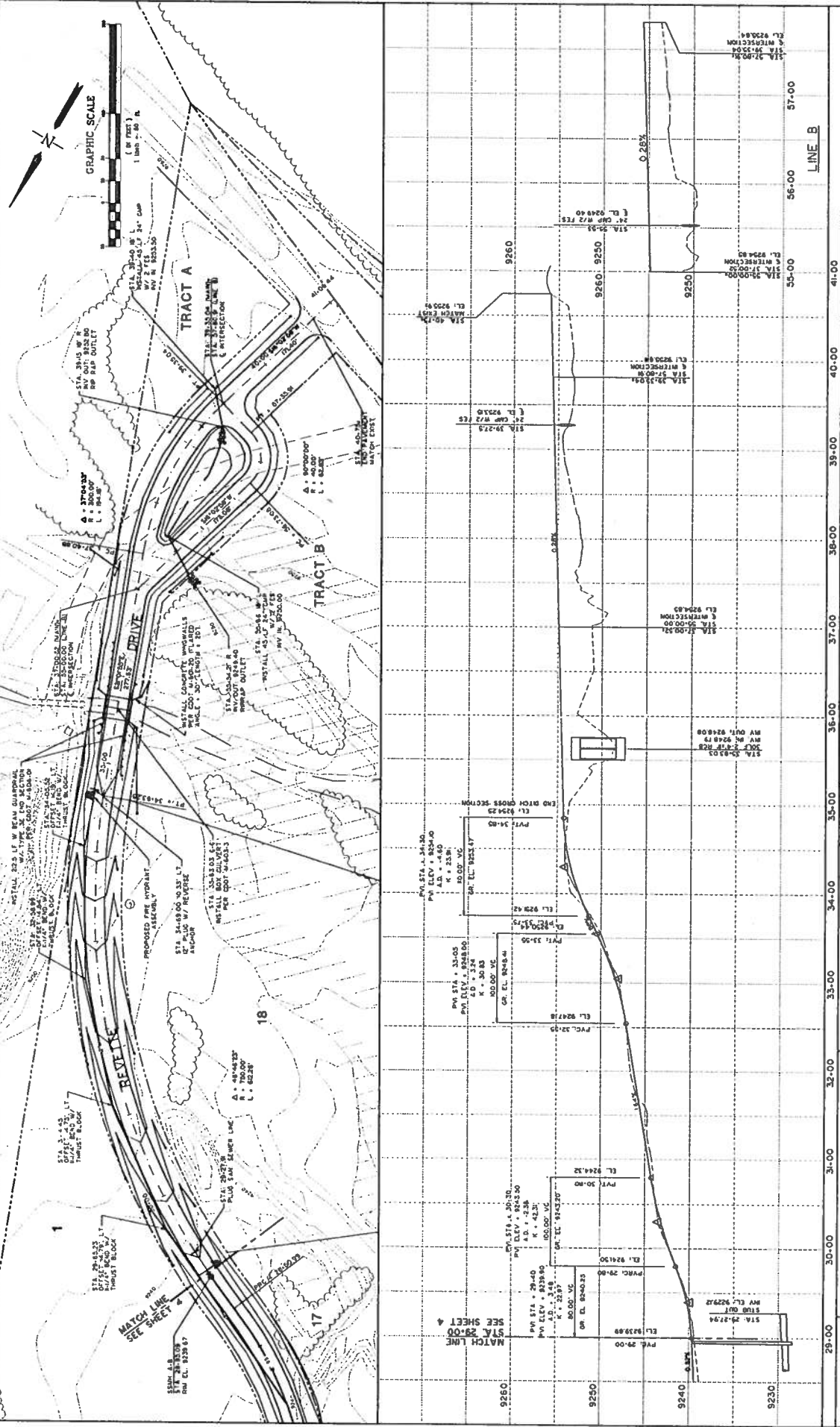
URS
 PROJECT SWAINS WEST
 SHEET TITLE BRATTLE DRIVE, P. AN AND BRITTLE
 FROM STA. 14+34.37 TO STA. 29+00.00
 JOB NO. 825888
 SHEET 4 OF 8

DESIGN DATA:
 STATIONING: WITH
 LOCATION: AT SURFACE
 DETAIL: 6" FROM 1/4" = 1" = 30'
 CURVE TYPE: 1:2:3
 APPROPRIATE BASE THICKNESS:
 CLASS 5
 CLASS 3
 CLASS 2
 CLASS 1

REVISIONS:
 SHEET DESIGN
 PLOTTED CUT REVIEW
 DATE: 11/11/03
 DRAWN: DOKON

FOUND IN YELLOW CAP LOCATED AT THE APPROXIMATE CORNER OF TRACT 17 THE APPROXIMATE CORNER OF TRACT 18 IS 3158.33' AND 61.4' EITHER EAST OR WEST.

DEIGNED BY: JUDGE DATE: JUDGE
 DRAWN BY: JUDGE DATE: JUDGE
 CHECKED BY: JUDGE DATE: JUDGE



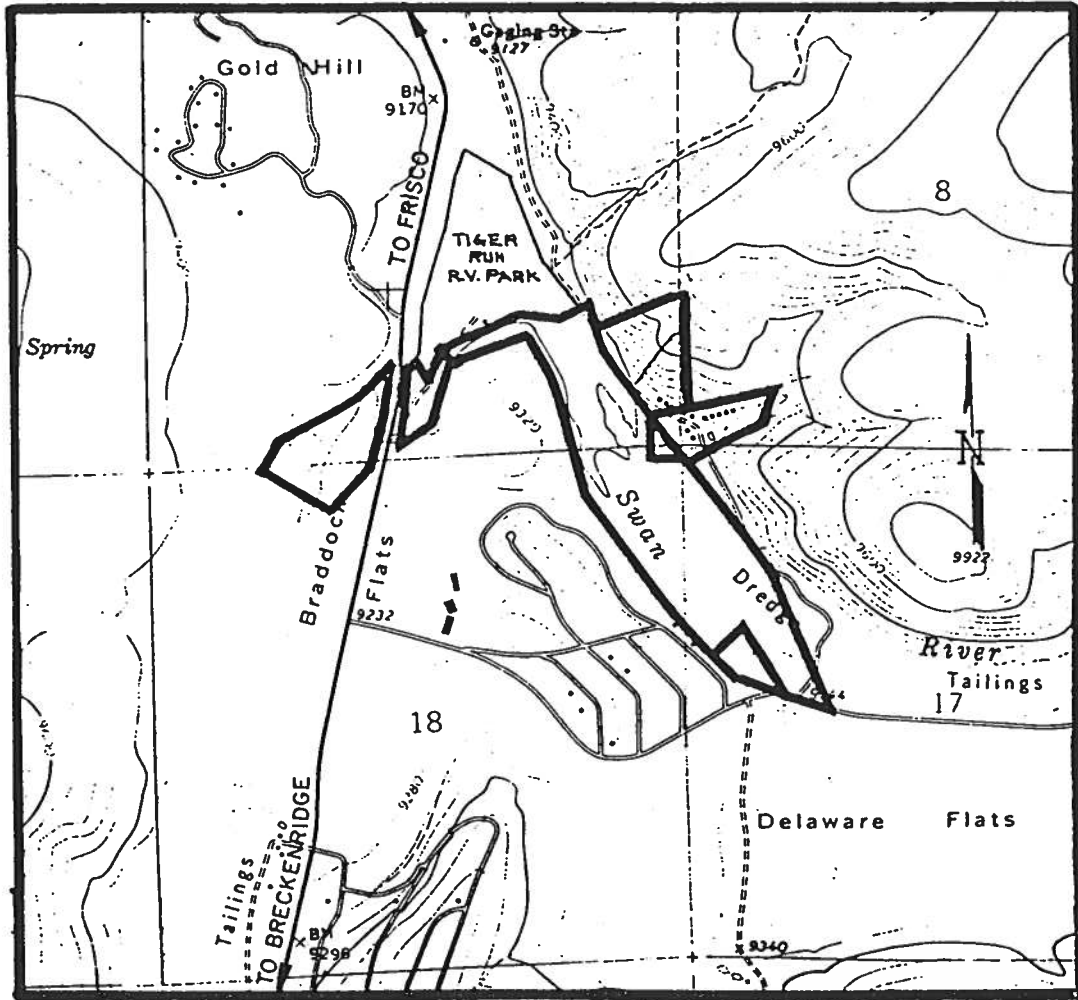
29+00	30+00	31+00	32+00	33+00	34+00	35+00	36+00	37+00	38+00	39+00	40+00	41+00	55+00	56+00	57+00
<p>REVISIONS:</p> <p>NO. DESCRIPTION</p>															
<p>DESIGN DATA:</p> <p>SECTION WITH: M/A</p> <p>LOCATION: AT+CD</p> <p>DEVELOPMENT FROM: P/A</p> <p>DATE: 11/2/03</p> <p>AGGREGATE BASE THICKNESS: CLASS 5</p> <p>PAVEMENT TYPE: LOCAL</p>															
<p>SCALE: VERTICAL: 1"=40'</p> <p>REVISIONS:</p> <p>NO. DESCRIPTION</p>															
<p>ENGINEER:</p> <p>DESIGNED BY: JAZZ</p> <p>DRAWN BY: JAZZ</p> <p>CHECKED BY: JAZZ</p>															
<p>PROJECT: SWANS NEST</p> <p>CLIENT: SWANS NEST</p> <p>DATE: 11/2/03</p> <p>JOB NO.: 022386</p> <p>SHEET NO.: 3 OF 8</p>															

EXHIBIT D

**MAP OF DISTRICT AND
ESTIMATE OF POPULATION AND
VALUATION FOR ASSESSMENT PURPOSES**

The population of Swan's Nest Metropolitan District is 385 people. The valuations for assessment are included in the Financial Plan shown herein as Exhibit B.

SWAN'S NEST



VICINITY MAP
SCALE: 1" = 2000'

EXHIBIT E

DESCRIPTION OF FACILITIES

See Exhibit C hereto and the original Service Plan for the description of the services for Swan's Nest Metropolitan District, excluding sewer services.

EXHIBIT F

ESTIMATED COSTS

The following are supplemental estimated cost estimates, providing more detail of the specific costs associated with the improvements in the portion of the District property known as Swan River Ranch Filing No. 1.



**SUMMIT COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
SUBDIVISION IMPROVEMENTS AGREEMENT, Exhibit A**

Project name: Swan River Ranch Filing No. 1 **Estimated completion date:** 7/31/96

Location: _____

In accordance with the Subdivision Improvements Agreement between the Summit County Board of County Commissioners ("County") and Breckenridge Meadows Development Co. ("Developer") dated _____, the Developer hereby agrees to provide the improvements noted below and depicted on the approved plans for this project.

	IMPROVEMENT	COST	ESTIMATED COMPLETION DATE
	Road Grading	101,852	5/31/96
	Road Base	34,200	6/15/96
	Road Paving	76,000	7/15/96
	Defensible Space		
	Fire Mitigation		
	Parking Area Grading		
	Parking Area Paving		
	Curbs		
	Sidewalks		
	Trail Grading		
	Trail Surfacing/Paving		
	Storm Sewer/Facilities	19,000	
	Sanitary Sewers **	To be provided by Developer or	
	Trunk Lines	63,250	6/30/96
	Mains		
	Laterals		
	Water Mains	185,400	6/30/96
	Onsite Sewage Facilities **	85,000	7/31/96
	Onsite Water Supply	295,000	7/31/96
	Fire Mitigation		
	Fuels Modification		
	Fire Hydrants	8,000	6/30/96
	Street Monuments	1,500	7/31/96
	Street Lights		
	Street Name Signs	500	
	Traffic Signals		
	Survey Monument Boxes	2,500	7/31/96
	Landscaping/revegetation	5,000	7/31/96
	Detention Ponds	10,000	7/31/96
	Site Cleanup	5,000	8/15/96
	Other Box Culvert	83,500	6/30/96
	TOTAL	975,702	7/31/96

Breckenridge Sanitation District

To be provided by Developer or Breckenridge Sanitation District.

EXHIBIT G

AGREEMENTS FOR PERFORMANCE OF SERVICES

1. Lease with Swan's Nest Sewer Company, LLC.
2. Agreement with Breckenridge Sanitation District.

FACILITIES LEASE

This Facilities Lease is entered into this ____ day of October, 1996, by and between Breckenridge Meadows Development Company, Limited Liability Company, a Colorado limited liability company (hereinafter "Landlord") and Swan's Nest Sewer Company, LLC, a Colorado limited liability company (hereinafter "Tenant").

ARTICLE I

PREMISES AND TERM

1. **Lease of Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the use of the sanitation facilities located in Summit County, Colorado (hereinafter "Premises") as depicted in Schedule A hereof.

2. **Term.** The term of this Lease shall be on a month to month basis and shall be terminated by Landlord upon thirty (30) days written notice to Tenant specifying the intent of Landlord to convey the facilities to Breckenridge Sanitation District.

3. **Condition of Premises.** The Premises are leased in an "AS IS" condition without any warranties or statements as to physical or structural condition, or as to the suitability of the Premises for the Tenant's intended uses.

ARTICLE II

RENT

Rent. Rent for Tenant's use of the Premises shall be the amount of Three Thousand Dollars (\$3,000.00) per month. Rent shall be due and owing the first day of each month. Monthly installments for any fractional calendar month, at the beginning or end of the Lease Term, shall be prorated based on the number of days in such month. Tenant shall be in default if the rent payment is not received by the fifth (5th) day of each month. Rents should be made payable to Landlord and sent to:

Breckenridge Meadows Development Company,
Limited Liability Company
407 South Tejon Street
Colorado Springs, Colorado 80903

ARTICLE III

USE

Permitted Uses. The use of the Premises by Tenant shall only be for purposes of providing interim sanitation services to inhabitants of the Swan's Nest Metropolitan District and the Tiger Run R.V. Park until such time as Landlord elects to convey the

Premises to Breckenridge Sanitation District. The Tenant shall comply with all laws, ordinances, codes and regulations regarding the Premises and the operation of the permitted and required uses upon the Premises.

ARTICLE IV

REPAIRS

Tenant's Obligations. Tenant shall, at its own expense, properly maintain the Premises in a clean, sanitary and safe condition and keep the Premises in good order, condition and repair.

ARTICLE V

TITLE

Title. Landlord covenants that it has full right and authority to enter into this Lease for the full term hereof. Landlord further covenants that Tenant, upon performing the covenants and agreements of this Lease to be performed by Tenant, will have, hold and enjoy the quiet use of the specific areas designated by Landlord in the Premises.

ARTICLE VI

REMEDIES

1. Time is of the Essence. Time is of the essence in all matters concerning this Lease.

2. Events of Default. The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall have failed to pay any installments of rent or any other charge provided herein within five (5) days of its due date, or any portion thereof, when the same shall be due and payable;

B. Tenant shall have failed to comply with any other provisions of this Lease.

3. Notice of Default. In the event of a default pursuant to Section 2 above, Landlord may, by serving three (3) days written notice upon Tenant, elect either to:

A. Cancel and terminate this Lease, or

B. Terminate Tenant's right to possession only without terminating this Lease.

ARTICLE VII

NOTICES

Notices. Any notice herein required or permitted to be given by the parties shall be deemed given if and when properly mailed by United States certified or registered mail, postage prepaid, return receipt requested, properly addressed to the appropriate party.

ARTICLE VIII

GENERAL PROVISIONS

1. No Other Relationship. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent, partnership or joint venture between the parties hereto.

2. Cumulative Remedies. The various rights and remedies contained herein shall not be considered as exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute.

3. Nonwaiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

4. Entire Agreement. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein, and may be modified or altered only by the parties' written agreement. This Lease represents the entire agreement of the parties with respect to the subject matter covered herein.

5. Binding Effect/Gender. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns. It is understood and agreed that the terms "Landlord" and "Tenant" and verbs and pronouns in the singular number are uniformly used throughout this Lease regardless of gender, number or fact of incorporation of the parties herein.

6. Recording. Tenant shall not record this Lease without the written consent of Landlord.

7. Acceptance of Rent. No payment by Tenant or receipt by Landlord of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy provided in this Lease.

8. Severability. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease.

9. Governing Law. The parties understand and agree that the laws of the State of Colorado shall govern the validity, performance and enforcement of this Lease.

10. Tenant's Status. Tenant represents that it is a limited liability company in the State of Colorado and each individual is authorized to execute and perform this Lease.

SUBMISSION OF THIS INSTRUMENT FOR EXAMINATION OR SIGNATURE BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR LEASE, AND IT IS NOT EFFECTIVE AS A LEASE OR OTHERWISE UNTIL EXECUTION AND DELIVERY BY BOTH LANDLORD AND TENANT.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

By: _____

By: _____

Its: _____

Its: _____

SCHEDULE A

TREATMENT FACILITY PROPERTY BOUNDARY

We have prepared a land description only of the following tract of land located in the Swan's Nest Metropolitan District, county of Summit, state of Colorado, to wit:

A portion of the SE 1/4, Section 7, Township 6 South, Range 77 West of the 6th Principal Meridian in Summit County Colorado more particularly described as follows:

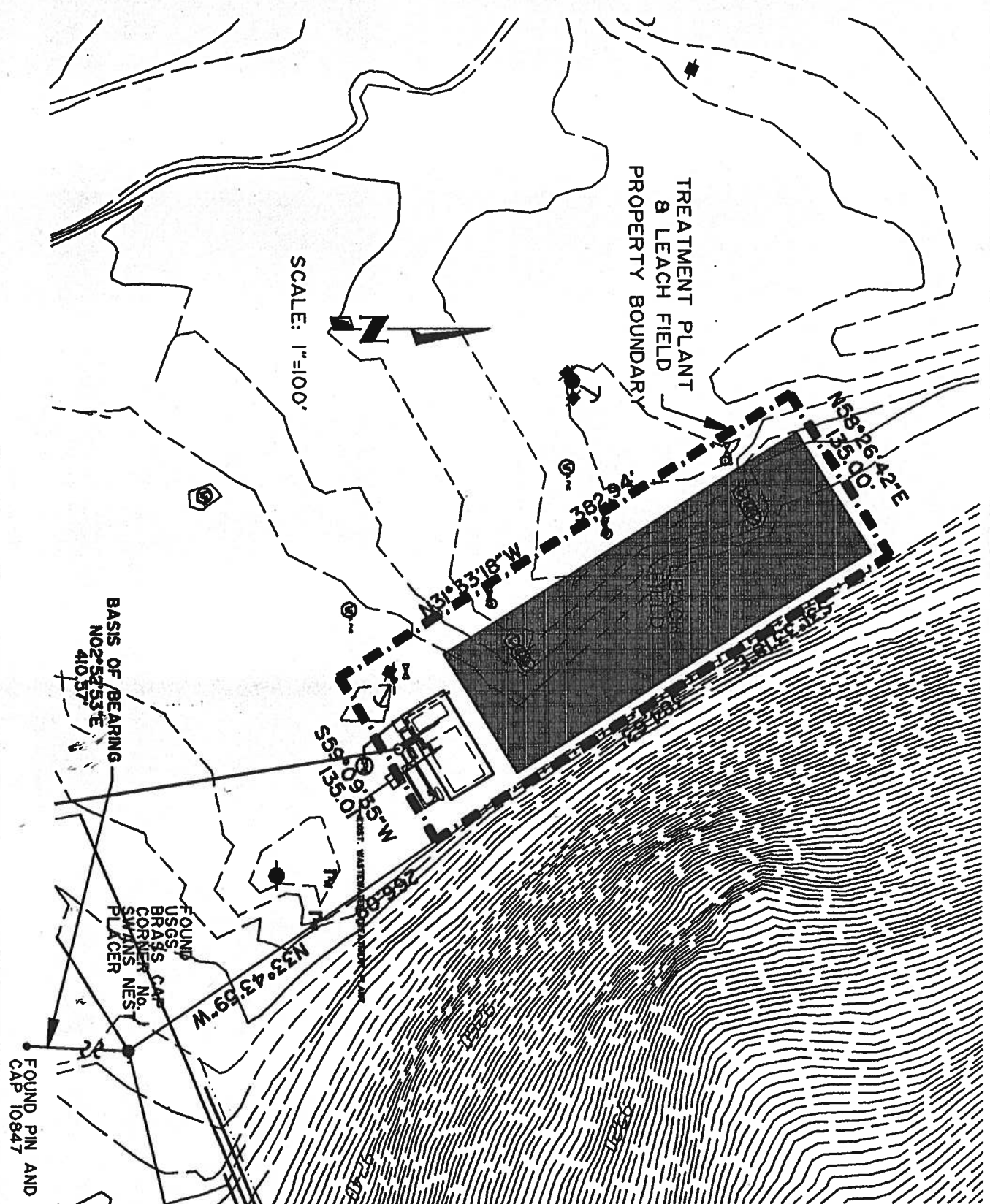
Bearings on this description are based on a line that bears S 02-52-53 W from Corner No. 1, Swan's Nest Placer monumented by a USGS brass cap, to the southwesterly corner of Swan's Nest Placer (410.57 ft along the line) monumented by a pin and cap 10847.

Beginning at Corner No. 1 Swan's Nest Placer thence N 33°43'59" W a distance of 266.09 feet to the true point of beginning.

1. Thence S 59°09'35" W a distance of 135.01 feet.
2. Thence N 31°33'18" W a distance of 382.94 feet.
3. Thence N 58°26'42" E a distance of 135.00 feet.
4. Thence S 31°33'18" E a distance of 384.63 feet, to the true point of beginning.

The above described tract contains 1.19 acres, more or less.

Prepared by:
URS Consultants, Inc.
1040 S. 8th Street
Colorado Springs, CO 80906
6742192.01



TREATMENT PLANT & LEACH FIELD PROPERTY BOUNDARY

SCALE: 1"=100'

BASIS OF BEARING
N02°52'53"E
410.57'

FOUND
USGS
BRASS CAP
CORNER NO. 1
SWAN'S NEST
PLACER

FOUND PIN AND
CAP 10847

TREATMENT FACILITY
PROPERTY BOUNDARY

SWAN'S NEST METROPOLITAN PROPERTY

JUNE 12, 1996