

CORTINA EXPANSION PLANNED UNIT DEVELOPMENT

This Planned Unit Development Designation, to be known as CORTINA EXPANSION is approved this 26th day of July, 1999, by the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County," for certain real property located in Summit County and legally described in attached Exhibit A, hereinafter referred to as the "Property." This designation establishes the general uses which shall be permitted on the Property, a conceptual development plan shown in Exhibit B, and a statement of development guidelines and conditions which must be adhered to by the hereinafter referred to "Owner/Developer." This designation also specifies improvements that must be completed and conditions that must be fulfilled in conjunction with this designation by the Owner/Developer. For the purposes of this agreement, the Owner/Developer shall be the Cortina Property Owners Association.

A. PERMITTED USES

The overall goal of the Cortina Expansion PUD is to provide a rural, low density, single family residential development and preserve the open space parcels that were formally a part of the White River National Forest.

1. Permitted Uses

The following uses are allowed INSIDE the building envelopes, (as described in Section B.2.):

- A. Single-family residence. One (1) residence per lot for a total of twelve (12) single-family residences;
- B. Attached or detached garages, (if a detached garage is proposed, it must be completed at the same time as the residence);
- C. Motor vehicle parking and storage of currently registered and operable vehicles;
- D. Recreational vehicle parking and storage, (includes camper, boat, snowmobile, trailer, etc.);
- E. Gazebos, greenhouses, hot tub structures;
- F. Home occupations, as permitted in Section 3810 of the Summit County Land Use and Development Code;
- G. Home child care;
- H. Outdoor display of merchandise as permitted in Section 3814 of the Summit County Land Use and Development Code. This outdoor display of merchandise shall be restricted to yard and garage sales only. These permitted yard and garage sales shall not exceed three (3) days per quarter of the year;
- I. Children's playground equipment.

The area OUTSIDE of the building envelopes shall be considered private open space and shall remain in a natural state as much as possible. The following uses are allowed in this area:

- A. Automobile parking on existing driveways;
- B. Utility connections.

2. Animal Keeping

Animal keeping shall be restricted as follows:

Because of the close proximity to wildlife, NO animals, livestock, poultry, etc., other than pets for household enjoyment, and not for commercial purposes shall be kept or maintained on any building site. Fences and dog runs are allowed but must be within the building envelopes.

609561 1999-11-04 11:26 9pg
Cheri Brunvand - Summit County Recorder

B. DEVELOPMENT STANDARDS

The following design guidelines/criteria shall be used to guide the development of the PUD plan:

1. Building Height

The maximum building height shall be 35'-0" and shall be measured as defined by the zoning ordinance at the time any construction is proposed.

2. Building Envelopes

All lots shall have building envelopes; the official building envelopes shall be described on the plat. All building construction, including roof overhangs, building projections, and decks shall be constructed within the established building envelopes.

3. Parking

No parking shall be permitted on County roads. Parking areas for RV's, boats, trailers, snowmobiles, etc. shall be within envelopes.

4. Fences

Fences shall be restricted to building envelopes and setbacks. Fences cannot extend past the front of the residence and cannot exceed 6'-0" in height. Any fence design should be consistent with the exterior materials and compatible with the design of the residence. Chain link, chicken wire, snow fence and similar materials are not allowed.

5. Snow Storage

Snow storage shall be totally contained on the lot and located adjacent to driveways and parking areas. Snow storage shall be located in areas which provide protection for existing vegetation, proposed landscaping, and existing Cortina utilities.

6. Trash

Because of the close proximity to wildlife, all trash shall be contained within the garage or in enclosed, secured, covered containers not visible to the public except on collection days.

7. Exterior Storage Areas

Exterior storage areas shall be within building envelopes and directly adjacent to the structure. Exterior storage shall be limited to typical household storage such as firewood, barbecue grills, lawn furniture, etc.

8. Re-subdivision/ Lot Line Adjustment/ Lot Line Vacations

No additional subdivision of the lots will be permitted. No adjustment to property line lines will be allowed except that if two or more lots are combined, the common property line can be vacated.

9. Landscaping

Landscaping improvements shall be required as part of any site plan required pursuant to Summit County Regulations. Revegetation of all disturbed areas shall be required in accordance with Summit County Landscaping and Grading and Excavation Regulations.

The removal of existing trees and vegetation (excluding dead-fall materials) outside of the envelopes is discouraged. Any new landscaping in the proposed development area should match the existing natural vegetation. The use of landscaping to define property lines is prohibited.

10. Erosion Control

Erosion control and revegetation should be included in all new landscape plans. Temporary erosion control measures during any construction are required.

C. REQUIRED IMPROVEMENTS

1. Access

A) Roadways: Access to the property and to all building sites is provided by existing roads built to applicable County standards.

B) Driveways: Each lot will be accessed by a single driveway located in such a way as to minimize site disturbance. ONLY Lots 4R and 6R of Block G and Lot 2R of block D shall have driveway access to Royal Buffalo Drive.

All driveways shall be a maximum of 8% slope and 12'-0" to 18'-0" wide. The first 20'-0" of the driveway from the edge of the road cannot exceed 2.0%. Culverts shall be provided under driveways at drainage ditches.

2. Water Systems

Water supply for the development is provided by the Mesa Cortina Water System.

3. Sewer Systems

Sewage for the development is provided by the Mesa Cortina Sewer System.

4. Fire Protection

The entire property is located within the Lake Dillon Fire District. All development on the property shall meet all fire protection requirements of the District.

5. Utilities and Easements

All new utility lines shall be installed in full accordance with the standards of each utility provider and County Subdivision Regulations. Any easements needed for all utilities shall be shown on the subdivision exemption plat.

D. IMPLEMENTATION

1. Subdivision Exemption plat: A Subdivision Exemption plat shall be approved by the County prior to any development that involves selling or conveying any interest in the property to others. All development must meet all applicable standards and requirements as contained in the Summit County Land Use and Development Code unless such standards and requirements are specifically waived or modified by the terms of this designation.

2. Site Plan Review: Any development proposed for the project shall comply with Section 12600 of the Summit County Land Use and Development Code.

E. GENERAL PROVISIONS

1. Enforcement

The provisions of the planned unit designation and the development plan relating to the use of land shall run in favor of Summit County and shall be enforceable at law or in equity by the County without limitation on any power or regulation otherwise granted by law. Other provisions of the planned unit development designation and the development plan shall run in favor of the residents, occupants and owners of the planned unit development, but only to the extent expressly provided in, and in accordance with the terms of, the planned unit development designation and the development plan. Provisions not expressly stated as running in favor of the residents, occupants or owners of the planned unit development shall run in favor of the County.

2. Breach of Provisions of PUD Designation

If any time any provision or requirements stated in the planned unit development designation has been breached by the Owner/Developer, the County may withhold approval of any or all site plans or plat maps, or the issuance of any or all grading or building permits or occupancy permits applied for on the Property, until such breach has been remedied; provided, however, that the County shall not take affirmative action on account of such breach until it shall have first notified the Owner/Developer in writing and afforded the Owner/Developer a reasonable opportunity to remedy the same.

3. Binding Effect

The PUD Designation shall run with the land and be binding upon the Owner/Developer, their respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof, with the exception that provisions of this designation may be modified through an amendment in accordance with the procedure stated in the County Development Review Procedures. This designation shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein.

4. Amendments

Amendments to the provisions of a planned unit development designation shall be reviewed and acted upon as a rezoning application, subject to the County's procedures for zoning amendments and to the requirement for findings under the Planned Unit Development Act of 1972 at CRS 24-67-106(3)(b), unless such amendment is determined to be minor in nature.

5. Notices

All notices required by this designation shall be in writing and shall be either hand-delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Notice to County:

Board of County Commissioners

P.O. Box 68

Breckenridge, CO 80424

Notice to Developer:

Cortina Property Owners Association

P.O. Box 1189

Silverthorne, CO 80498

All notices so given shall be considered delivered three days after the mailing thereof, excluding weekends or official holidays. Either party, by notice so given, may change the address to which future notices shall be sent.

6. Entire Designation

This designation contains all provisions and requirements incumbent upon the Owner/Developer relative to the Planned Unit Development, except as modified by subsequent action of the Board of County Commissioners in accordance with procedures set forth in the Summit County Land Use and Development Code and the Colorado Planned Unit Development Act (CRS 24-67-106) for amending planned unit developments, and except that nothing contained herein shall be construed as waiving any requirements of the Summit County Land Use and Development Code or other regulations otherwise applicable to the development of the Property.

7. Effective Date

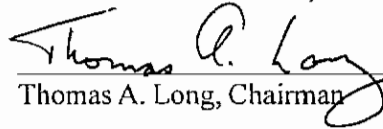
This designation must be signed by both the Summit County Board of County Commissioners and the Owner/Developer and must be recorded by the Summit County Clerk and Recorder in order to become effective. The effective date shall be the date of recordation.

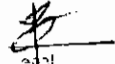
8. PUD Review Requirements

The Summit County Land Use and Development Code, Chapter 12, includes procedures and requirements for review of all Planned Unit Developments. The Owner/Developer shall be on notice of these requirements and shall insure that information necessary for the periodic review is made available to the County within the time frames as may be established in Chapter 12. The Owner/Developer further understands that failure to provide the necessary information or to proceed with the review process may result in development approvals within the PUD being withheld.

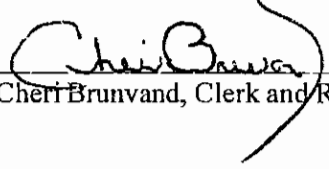
IN WITNESS WHEREOF, the County and the Owner/Developer have executed this Designation as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

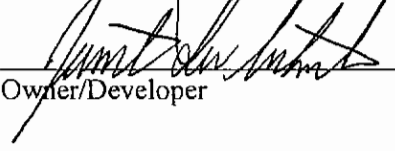

Thomas A. Long, Chairman

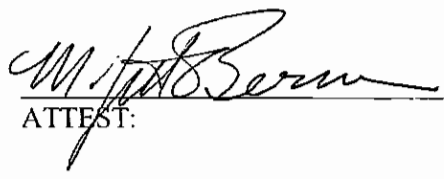
as
form

2011

ATTEST:


Cheri Brunvand, Clerk and Recorder

OWNER/DEVELOPER:


Owner/Developer


ATTEST:

LEGAL DESCRIPTION

5

LOTS 1 & 2, BLOCK C, LOTS 1, 2 & 3, BLOCK D, LOTS 1 & 2, BLOCK E LOTS 1 & 2, BLOCK F, LOTS 1, 4 & 6, BLOCK G OF CORTINA, FILING NO. ONE, CONTAINING A TOTAL OF 100 ACRES, MORE OR LESS, AND A PORTION OF THE N 1/2 NW 1/4 OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CORTINA, FILING NO. ONE WHENCE THE SOUTHWESTERLY CORNER OF SAID CORTINA, FILING NO. ONE BEARS N67°40'44"W 313.90 FEET DISTANT; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE FOR THE FOLLOWING 4 COURSES:

- 1.) S67°40'44"E A DISTANCE OF 709.00 FEET;
- 2.) N83°10'31"E A DISTANCE OF 677.24 FEET;
- 3.) N65°17'00"E A DISTANCE OF 671.80 FEET;
- 4.) S85°18'23"E A DISTANCE OF 263.96 FEET;

THENCE ALONG THE FOLLOWING 17 COURSES:

- 1.) S63°17'11"W A DISTANCE OF 49.14 FEET;
- 2.) 94.26 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 730.92 FEET, A CENTRAL ANGLE OF 7°23'19" AND A CHORD WHICH BEARS S59°35'32"W 94.19 FEET DISTANT;
- 3.) S55°53'52"W A DISTANCE OF 245.59 FEET;
- 4.) 60.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 6°32'22" AND A CHORD WHICH BEARS S59°10'01"W 60.46 FEET DISTANT;
- 5.) S62°26'14"W A DISTANCE OF 290.10 FEET;
- 6.) 86.79 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 15°04'09" AND A CHORD WHICH BEARS S69°58'19"W 86.54 FEET DISTANT;
- 7.) S77°30'23"W A DISTANCE OF 296.35 FEET;
- 8.) 32.73 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 5°40'56" AND A CHORD WHICH BEARS S80°20'51"W 32.71 FEET DISTANT;
- 9.) S83°11'19"W A DISTANCE OF 171.53 FEET;
- 10.) 63.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 15°50'38" AND A CHORD WHICH BEARS N88°53'22"W 63.40 FEET DISTANT;
- 11.) N80°58'03"W A DISTANCE OF 345.21 FEET;
- 12.) 203.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21°57'33" AND A CHORD WHICH BEARS N69°59'17"W 201.89 FEET DISTANT;
- 13.) N59°00'30"W A DISTANCE OF 67.74 FEET;
- 14.) 54.55 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 26°02'44" AND A CHORD WHICH BEARS N72°01'52"W 54.08 FEET DISTANT;
- 15.) N85°03'14"W A DISTANCE OF 185.51 FEET;
- 16.) 262.37 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 107°22'30" AND A CHORD WHICH BEARS N31°21'59"W 225.62 FEET DISTANT;
- 17.) N22°19'16"E A DISTANCE OF 39.67 FEET TO THE POINT OF BEGINNING, CONTAINING 8.34 ACRES, MORE OR LESS.

PREPARED BY:

Robert R. Johns
 ROBERT R. JOHNS, P.L.S.
 COLORADO LICENSE NO. 26292



March 24, 1999
 DATE

PREPARED FOR: CORTINA PROPERTY OWNERS ASSOCIATION
 PROJECT NO.: 14776-411

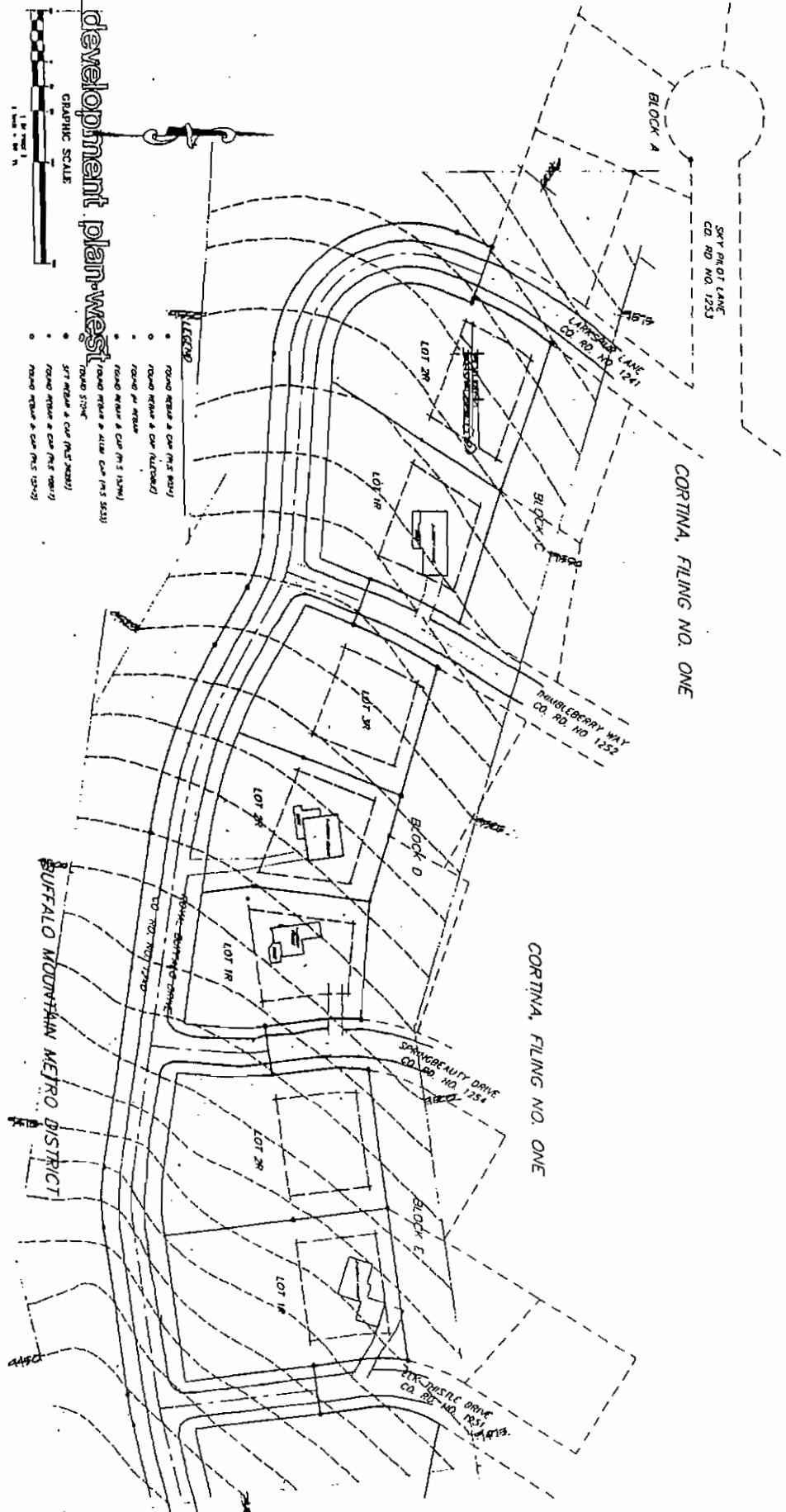
4382/C/1/100

PO Box 589
 Silverthorne, CO 80498

RANGE
 WEST, INC.
 Engineers & Surveyors

Phone 970-468-6281
 FAX 970-666-3765

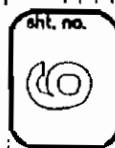
A REPORT OF
 LOTS 1 & 2, BLOCK G, LOTS 1, 2 & 3, BLOCK D, LOTS 1 & 2, BLOCK E,
 LOTS 1 & 3, BLOCK F, LOTS 1 & 4, BLOCK G, CORTINA FILING NO. ONE
 AND A PORTION OF THE N1/2 NW1/4 OF SECTION 14, T.55, R.28W. OF THE 6TH. P.M.
 SUMMIT COUNTY, COLORADO
 (SHEET 2 OF 3)



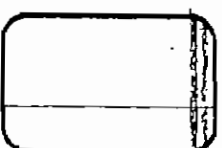
development plan-west
 GRAPHIC SCALE
 1" = 100' 0"

WILDERNEST FILING NO. 2

Sheet No.	Scale	Date	Author
1	1" = 100'	11/17/11	R-A-N-C-B
2	1" = 100'	11/17/11	M-B-S-J



cortina expansion
 BUFFALO MOUNTAIN METRO DISTRICT
 10000 10TH AVENUE
 SILVERTHORNE, COLORADO 80438
 303-440-6641



hodges/marvin
architects, inc.
 box 1297, dillon, colorado, 80438
 970-468-5871

COLLINS AND COCKREL, P.C.

TELEPHONE

303-986-1551

WATS

800-354-6941

TELEFAX

303-986-1755

E-MAIL

CandC PC@aof.com

PAUL R. COCKREL
JAMES P. COLLINS
ROBERT G. COLE
PAUL C. RUFEN
TIMOTHY J. FLYNN

DEREK G. PASSARELLI

ATTORNEYS AT LAW
390 UNION BOULEVARD, SUITE 400
DENVER, COLORADO 80228-1556

October 5, 1999

VIA FACSIMILE #970/668-3817

Mr. Jonathan Whinston
Century 21 Summit Country
842 Summit Boulevard
P.O. Box 571
Frisco, Colorado 80443

Dear Jon:

Transmitted herewith please find a letter to the Summit County Planning Commission as well as a draft Declaration extending the protective covenants for the Community to Parcel C. After you have had a chance to review them, please give me a call with your comments.

Sincerely yours,



Timothy J. Flynn

/alr

Enclosures

COLLINS AND COCKREL, P.C.

PAUL R. COCKREL
JAMES P. COLLINS
ROBERT G. COLE
PAUL C. RUFEN
TIMOTHY J. FLYNN

DEREK G. PASSARELLI

ATTORNEYS AT LAW
390 UNION BOULEVARD, SUITE 400
DENVER, COLORADO 80228-1558

October 18, 1999

TELEPHONE
303-986-1661

WATS
803-354-8841

TELEFAX
303-986-1755

E-MAIL
CandC PC@aol.com

RECEIVED

OCT 23 1999

COMMUNITY
DEVELOPMENT

Mr. Jim Cumutte
Summit County Planning Department
P. O. Box 5660
Frisco, Colorado 80443

Re: **Cortina Expansion Planned Unit Development**

Gentlemen:

The Planned Unit Development Designation for the Cortina Expansion covers the subjects of utility connections and tree and vegetation removal rather succinctly. To avoid confusion in the future, I am writing this letter on behalf of the Cortina Property Owners Association to flush out the meaning of those provisions, at least insofar as the Association is concerned.

The first page of the Designation provides that "Utility connections" are a permitted use outside of the building envelopes. The Association interprets the phrase "Utility connections" to authorize such things as gas, water, sewer and electrical lines in this area and to also authorize the construction, operation, maintenance and replacement of a community water well, pump, pump house, and related piping and appurtenances for connection to the community water system and such drainage ways and overflow fields as are necessary for the operation and maintenance of the water well.

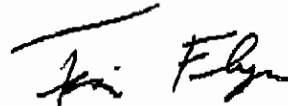
Section B, paragraph 10 of the agreement states that the "removal of existing trees and vegetation (excluding dead-fall materials) outside of setbacks and envelopes is discouraged". The Association interprets the phrase "excluding dead-fall materials" to permit the removal of dead trees, standing or fallen, and fallen branches and to permit and in fact encourage the removal of such trees and vegetation that is necessary to control disease or noxious weeds and to protect against fire hazards.

COLLINS AND COCKREL, P.C.

Mr. Jim Carnutte
Summit County Planning Department
October 18, 1999
Page 2

If you are in agreement with the Association's interpretations of the
aforementioned provisions of the Designation, I would appreciate it if you would
confirm the same in a letter to me at your earliest convenience.

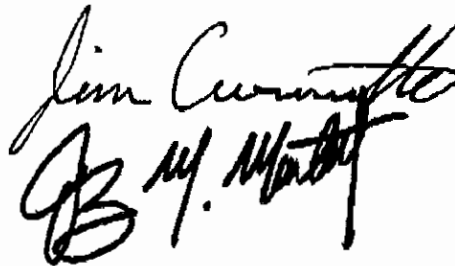
Sincerely yours,



Timothy J. Flynn

/alr

cc: Jonathan Whinston



30.10.99



SUMMIT COUNTY COMMUNITY DEVELOPMENT DIVISION

4 November, 1999

Collins and Cockrel, P.C.
ATT: John Winston c/o BMMD Homeowners Association
390 Union Blvd., Suite 400
Denver, CO 80228-1556

NATURE SAVER™ FAX MEMO 01816		Date 30 Nov	# of pages 3
To JOHN WINSTON	From JEFF MARTELL		
Co./Dept.	Co.		
Phone #	Phone # 668 4200		
Fax # 668 0770	Fax #		

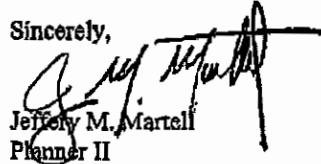
RE: Cortina Expansion Planned Unit Development review

Dear Mr. Winston:

Our office is in acceptance of your letter dated 18 October, 1999, and as per your request, we are responding to you by stating that our office is in agreement with your legal counsels' interpretations outlined in said letter.

Your letter and this response will be included in the Cortina Expansion #1 PUD file for future reference. If you have any other questions or comments, please contact our office at 970.668.4204.

Sincerely,



Jeffrey M. Martell
Planner II

**DECLARATION EXTENDING THE PROTECTIVE
COVENANTS FOR
MESA CORTINA, FILING NO. 1, MESA CORTINA WEST, FILING NO. 1
AND CORTINA, FILING NO. 1, TO ADDITIONAL PROPERTY**

This Declaration Extending the Protective Covenants for Mesa Cortina, Filing No. 1, Summit County, Colorado; Mesa Cortina West, Filing No. 1, Summit County, Colorado; and Cortina, Filing No. 1, Summit County, Colorado To Additional Property ("Declaration") is made this 3rd day of November, 1999, by the Cortina Property Owners Association, Inc., a Colorado non-profit corporation, (hereinafter referred to as the "Declarant").

RECITALS:

A. WHEREAS, Declarant was incorporated for the purpose of preserving the property values and advancing the interests of the residents and owners of Mesa Cortina, Filing No. 1, Summit County, Colorado; Mesa Cortina West, Filing No. 1, Summit County, Colorado; and Cortina, Filing No. 1, Summit County, Colorado (collectively hereinafter referred to as the ("Community")), and to handle the administration of the Community and enforce the Amendment and Restatement of the Declaration of Protective Covenants for the Community as recorded upon the public records of Summit County, Colorado on March 11, 1988 at Reception No. 351213 (hereinafter sometimes referred to as the "Protective Covenants"); and

B. WHEREAS, Declarant has acquired and is the owner of certain real property located in Summit County, Colorado and more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

C. Declarant desires to insure that in addition to any other restrictions of record, the Property is subject to the Protective Covenants.

NOW, THEREFORE, the Declarant declares that all of the Property is and shall be held, transferred, sold, conveyed, and occupied subject to all of the terms, restrictions, limitations, uses, liens, charges, covenants, conditions, obligations and easements, as set forth in the Amendment and Restatement of the Declaration of Protective Covenants for Mesa Cortina, Filing No. 1, Summit County, Colorado; Mesa Cortina West, Filing No.1, Summit County, Colorado; and Cortina, Filing No. 1, Summit County, Colorado as recorded upon the public records of Summit County, Colorado on March 11, 1988 at Reception No. 351213, which Protective Covenants shall inure to the benefit of and be binding upon all parties having any right, title or interest in the Property or any portion

EXHIBIT "A"

All property as described in that "Replat of Lots 1 & 2, Block C, Lots 1, 2 & 3, Block D, Lots 1 & 2, Block E, Lots 1 & 3, Block F, Lots 1, 4 & 6, Block G, Cortina Filing No. 1 and a portion of the North $\frac{1}{2}$ Northwest $\frac{1}{4}$ of Section 14, Township 5 South, Range 68 West of the 6th Principal Meridian, Summit County, Colorado as recorded upon the public records of Summit County, Colorado" as recorded upon the public records of Summit County, Colorado on November 4, 1999 at Reception No. 609585, except that portion formerly known as Lots 1 & 2, Block C, Lots 1, 2 & 3, Block D, Lots 1 & 2, Block E, Lots 1 & 3, Block F, Lots 1, 4 & 6, Block G of Cortina, Filing No. 1, Summit County, Colorado.



SUMMIT COUNTY COMMUNITY DEVELOPMENT DIVISION

4 November, 1999

Collins and Cockrel, P.C.
ATT: John Winston c/o BMD Homeowners Association
390 Union Blvd., Suite 400
Denver, CO 80228-1556

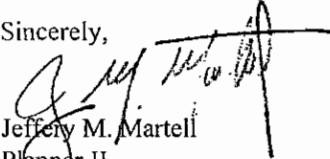
RE: Cortina Expansion Planned Unit Development review

Dear Mr. Winston:

Our office is in acceptance of your letter dated 18 October, 1999, and as per your request, we are responding to you by stating that our office is in agreement with your legal counsels' interpretations outlined in said letter.

Your letter and this response will be included in the Cortina Expansion #1 PUD file for future reference. If you have any other questions or comments, please contact our office at 970.668.4204.

Sincerely,



Jeffrey M. Martell
Planner II

DEED OF CONSERVATION EASEMENT

NOTICE. THIS DEED CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE VALUES.

THIS DEED OF CONSERVATION EASEMENT is made this 6 day of ~~March~~ ^{April}, 1999, by the BUFFALO MOUNTAIN METROPOLITAN DISTRICT, State of Colorado, a quasi-municipal corporation of the State of Colorado, having an address at 204 Wilderrest Road, P.O. Box 2430, Silverthorne, Colorado 80498, ("Grantor") and the CORTINA PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, having an address of P.O. Box 1189, Silverthorne, Colorado 80498, ("Grantee"), in favor of the Grantee.

AP
M

RECITALS:

Conservation
Easement

A. Grantor is the sole owner in fee simple of certain real property in Summit County, Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property");

B. The Property, having been previously acquired by the Grantor and Grantee for the fair market price of \$363,000 (which amount was determined through a current appraisal at the direction of the United States Forest Service) under an agreement to acquire and preserve same in as near as natural state as possible, is presently in a relatively undeveloped condition, and as such possesses scenic, open space, and recreational values (collectively, "Conservation Values") of great importance to Grantor and Grantee;

C. Grantee has conveyed to Grantor, and Grantor has accepted sole title to the Property with the intent that the Conservation Values of the Property be preserved and maintained by the continuation of the natural, scenic and open space land management practices existing at the time of this grant, and that do not significantly impair or interfere with the Conservation Values;

D. Said conveyance was made with the public acknowledgment and understanding that Grantor, as owner of the Property, would convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity;

E. Summit County has been asked to approve the development of a contiguous parcel of property based, in part, upon the representation that the Property will be preserved as set forth herein, and has made it a prerequisite of its approval of that development that this Deed of Conservation Easement be executed, notwithstanding the publicly stated intention of the Parties as set forth above;

F. Grantee is a Colorado non-profit corporation authorized by law to accept the grant herein defined;

G. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, for the sum of ten dollars (\$10.00), and in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado and in particular Section 38-30.5-101, *et seq.*, C.R.S., as amended, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose and Permitted Uses.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to the following activities:

a. Construction and maintenance of storm and snowmelt water detention facilities for the purpose of preventing and or managing flows of water that might result in damaging erosion or harm to public or private property;

b. Natural resources management as will further, and not impair the Conservation Values;

c. Wildlife habitat management;

d. Natural surface recreational trails as will further, and not impair the Conservation Values;

e. Benches, tables, shelters and viewing stands for trail and open space users, provided that no building or structure larger than 200 square feet may be constructed on the Property. No construction will occur without the prior consent of Grantee;

f. Construction, maintenance and repair of sanitary sewer lines, storm sewer lines, water lines and utility lines ("Utilities"); together with any necessary service roads, provided that any new Utilities shall be constructed underground, and provided further that after any such activity the Property shall be restored as nearly as practicable to its prior condition, necessary modifications to accommodate the Utilities excepted;

g. Public roads physically existing on the Property as of the date hereof are allowed and may be maintained and improved in their current location as necessary.

h. The existing trail-head parking area at the west end of Royal Buffalo

Drive in its current configuration and size.

i. Existing fences, may be repaired or replaced, and new fences may be built for purposes of reasonable and customary management of open space and wildlife.

j. Signs, but only for the purpose of providing for traffic control, information concerning the location and extent of the existing trail-head parking area at the west end of Royal Buffalo Drive, and information posted pursuant to the Management Plan (as defined below).

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

a. To preserve and protect the Conservation Values of the Property,

b. To enter upon the Property at any time for any lawful purpose and/or in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require of any offending user of the Property the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

d. To require that Grantor manage the Property consistent with the Management Plan.

e. In addition to the foregoing rights and notwithstanding any other provision contained in this Easement to the contrary, Grantee's property owners as described in paragraph 19, below, their guests and invitees shall have an unlimited right of access to the Property for any purpose not expressly prohibited herein, and not inconsistent with the purposes of this Easement.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited.

a. Construction of Buildings and Other Structures. T h e construction or reconstruction of any building or other structure or improvement is prohibited except in accordance with Paragraph 1., above, and Subparagraphs 3.b. and 3.g., below.

b. Fences. Fences are prohibited, except in accordance with

Paragraph 1. i., above.

c. Parking. No parking areas shall be allowed except the existing trail-head parking referenced in Paragraph 1.h., above.

d. Subdivision. Division or subdivision of the Property, whether by physical or legal process, is prohibited except to the extent necessary to accommodate the uses permitted herein, and except to provide for the assignment or succession of interests allowed hereby.

e. Timber Harvesting. The cutting down destruction or removal of trees, shrubs and other vegetation is prohibited except as necessary, in accordance with generally accepted forest conservation practices, to control insects and disease, to control invasive non-native species, to control noxious weeds and other undesirable plants, for fire management and control, and to prevent personal injury and property damage, but except as may be required by applicable statutes, rules and/or regulations of the State of Colorado or the United States there shall be no obligation on the part of Grantors to cut any tree, shrub or other vegetation.

f. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance, except water, is prohibited.

g. Paving and Road and Trail Construction. New road and street facilities are prohibited, regardless of the legal existence of rights of way therefor. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any trail be constructed without the advance written permission of Grantee. It is understood that existing road and street improvements are allowed under Paragraph 1.

h. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited.

i. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.

j. Motorized Vehicles. Motorized vehicles shall not be used for recreational purposes on the Property outside of the public ~~rights of way~~ existing as of the date hereof. The use of motorized vehicles by Grantor in furtherance of any of the uses of the Property authorized herein shall be allowed.

PAVED R.C.
F JHV MF

k. Hunting and Trapping. No hunting or trapping of wildlife shall be permitted on the Property.

l. Open Fires. Open fires, for any reason except vegetation control, are

prohibited.

m. Erosion and Pollution. Any use or activity that may cause significant soil degradation or erosion or may cause significant pollution of any surface or subsurface waters is prohibited.

4. **Reserved Rights.**

a. Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. For purposes of coordinating and governing the permitted uses allowed hereunder, including the use by Grantor and Grantee, and the management of prohibited or limited uses described herein, the Property shall be operated and managed by Grantor in accordance with a land plan prepared to the mutual satisfaction of Grantee and Grantor (the "Management Plan,") which shall conform with the provisions of this Easement. The Management Plan shall be updated no less frequently than every five years, but only as Grantor and Grantee agree. To the extent that Grantor intends to use the Property for any purpose not expressly permitted hereby or in the Management Plan, Grantee shall have the right to review and approve such uses as may compromise the Conservation Values of the Property, which review and approval shall not be unreasonably delayed, denied or withheld. Grantor shall provide Grantee with reasonable notice prior to undertaking any activity not expressly permitted hereby or addressed in the Management Plan.

b. As part of the Management Plan, the specific conservation values of the Property shall be documented in an inventory of the relevant features of the Property ("Baseline Documentation"). The Baseline Documentation shall be filed with the Grantee and shall by this reference be incorporated herein and in the Management Plan. The Baseline Documentation may consist of reports, maps, photographs or such other documentation or information that, collectively, the Parties agree represent an accurate depiction of the Property at the time of this grant, and is intended to serve as an objective baseline of information for monitoring compliance with the terms of this Easement; Provided, however, that in the event of a dispute regarding the use of the Property or whether or not the terms hereof and the Management Plan are being violated, neither Party shall be limited to the Baseline Documentation for the purposes of assisting in the resolution of the dispute or violation.

5. **Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking those activities permitted hereby is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in

question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment and provide input as to its consistency with the purpose of this Easement.

6. **Grantee's Approval.** Where ever it is stated herein that Grantee's approval is required, Grantee shall grant or withhold its approval, in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval or disapproval shall be based upon a reasonable determination by Grantee that the action as proposed would be consistent, or inconsistent, as the case may be, with the intents and purposes of this Easement. Failure to respond within the specified time shall be deemed approval by Grantee.

7. **Enforcement.** Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Deed. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity which could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action including, but not limited to, actions for damages for the loss of the benefit of this easement, actions to enforce the specific performance of this Easement and actions to enjoin, by temporary or permanent injunction, violations of this Easement. In addition, when in Grantee's opinion an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may take appropriate legal action without first seeking mediation. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee shall be entitled to such injunctive relief as may be necessary to preclude, forestall, or halt such violation, temporarily or permanently. A court may also issue an affirmative injunction to require Grantor to restore the Property to its condition prior to the violation.

8. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including costs of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit and reasonable attorneys' fees shall be borne by Grantee.

9. **Grantee's Discretion.** Enforcement of the terms and conditions of this

Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. **Waiver of Certain Defenses.** Grantor hereby waives any defense of prescription, laches or estoppel.

11. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or other properties resulting from such causes.

12. **Access.** The general public shall have such access to the Property as is set forth in the Management Plan. This Easement neither prohibits nor grants such access.

13. **Grantor's Obligations.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate, comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

14. **Liability.** Grantor assumes responsibility for (1) the negligent actions of its officials, employees and agents in the performance or failure to perform incident to this Easement; (2) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause unless due solely to the negligence of the Grantee; and (3) the presence or release of hazardous or toxic substances on, under, or about the Property; and shall be responsible for all liability, claims, demands, damages, or costs caused thereby. It is agreed that such liability shall not exceed any applicable limits set forth in the Colorado Governmental Immunity Act now existing, or as may hereafter be amended, nor confer any benefits to any person or entity not a party to this Agreement. By agreeing to this provision, Grantor does not waive or intend to waive limitations on liability or defenses which are provided to the Grantor under the Colorado Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., under the statutes of the State of Colorado or the Colorado Constitution, under the common law, or under the laws of the United States (including but not limited to the various civil rights laws of the United States).

15. **Assignment.** This Easement may be assigned by Grantee, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) approved by Grantor, and (b) either a governmental entity or an organization qualified under Section 170(h) of the Internal Revenue Code, or any other organization authorized at the time of transfer, to accept such assignment. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant are intended to advance shall continue to be carried out. If Grantee ceases to exist or refuses unreasonably to enforce the terms and provisions of this Easement, Grantor shall have the right to require Grantee or, if at the time Grantee no longer legally exists or refuses to act, a receiver or other appropriate officer appointed by the District Court in and for Summit County, Colorado, to assign Grantee's rights and obligations under this Easement to a different organization, qualified as aforesaid, or if none can be found then to Summit County.

16. **Subsequent Transfers.**

A. **To Third Parties.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

B. **To Grantee.** In the event that Grantee is the beneficiary of a transfer by Grantor of any interest in all or a portion of the Property, prior to accepting title Grantee shall assign its interests in this Easement to an organization that is (a) approved by Grantor, and (b) either a governmental entity or an organization qualified under Section 170(h) of the Internal Revenue Code, or any other organization authorized at the time of transfer, to accept such assignment.

17. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Buffalo Mountain Metropolitan District
204 Wilderrest Road
P.O. Box 2430
Silverthorne, CO 80498

To Grantee: Cortina Property Owners Association, Inc.
P.O. Box 1189
Silverthorne, CO 80498

or to such other address as either party from time to time shall designate by written notice to the other in the manner described herein.

18. **Recordation.** Grantor shall record this instrument in timely fashion in the official records of Summit County, and may re-record it at any time as may be required to preserve its rights in this Easement.

19. **Third Party Beneficiaries.** In making, accepting, and restricting and conditioning the aforesaid grant, Grantor and Grantee acknowledge and agree that said restrictions and conditions are made for the benefit of Grantor, Grantee, and the owners of property lying within the boundaries of Grantor and within the Mesa Cortina Subdivision (consisting of Mesa Cortina Filing #1, Mesa Cortina West, and Cortina Filing #1, Summit County, Colorado,) as presently constituted, said property owners being hereby recognized as third party beneficiaries to the agreements contained herein with full right and ability to enjoy the rights granted herein, and to monitor the performance of Grantor hereunder including, but not limited to, the right to enforce the terms, conditions and restrictions hereof; provided, however, that in the event of a finding by a court of competent jurisdiction that Grantor, Grantee or either of them have breached the conditions and restrictions set forth above, the sole remedy available to those seeking to enforce the same shall be in equity, with no right to money damages, reverter or succession being implied or intended; and provided further that all agree that the power and ability of Grantor and Grantee to fund improvements, facilities and programs, or enforce the terms and conditions hereof as contemplated herein, are subject to financial constraints both practical and legal, and it is expressly agreed that the maintenance of the Property in a vacant, unimproved and unused condition shall in and of itself qualify as compliance with the terms and conditions hereof.

20. **Other Provisions.**

a. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those, as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

f. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

g. Vesting of Rights and Obligations. Either party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement or Property.

h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

i. Amendment. If the circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws and any amendment shall be approved as to form only by Summit County in the same manner as this Easement was approved, which approval shall not be unreasonably withheld, delayed or denied. Any amendment must be consistent with the conservation purposes of this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both Parties, and recorded in the records of the Clerk and Recorder of Summit County.

j. No Joint Liability. In assuming the rights and obligations contained herein, and in assuming responsibility for the acts or omissions of their own officials, agents and employees in the performance or failure to perform incident to this Easement, neither Grantee nor Grantor assumes any liability or responsibility for the actions, omissions, negligence or misconduct of the other, and neither indemnifies the other, nor its officials, agents or employees for any failure to perform the rights and obligations contained herein. No act, omission, negligence or misconduct of either party or its own officials, agents or employees in the performance or failure to perform incident to this Easement shall give rise to any liability or obligation whatsoever on the part of the other party.

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

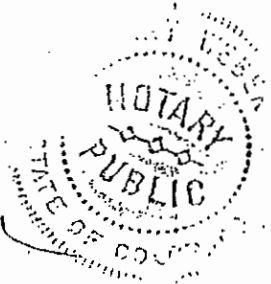
PROPERTY OWNERS ASSOCIATION, INC.

Witness my hand and official seal.

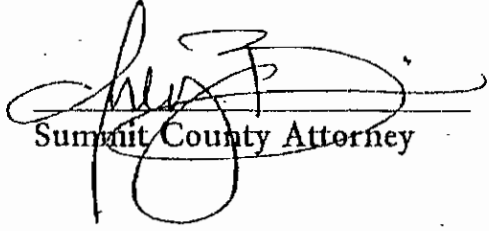
My Commission Expires: 12/30/2000



Notary Public



APPROVED AS TO FORM:



Summit County Attorney

LEGAL DESCRIPTION
CONSERVATION EASEMENT

A TRACT OF LAND LOCATED IN SECTIONS 13 AND 14, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/16 CORNER OF SECTIONS 14 AND 15; THENCE N00°40'16"E A DISTANCE OF 667.30 FEET TO THE SOUTHERLY BOUNDARY LINE OF CORTINA, FILING NO. ONE; THENCE ALONG SAID BOUNDARY LINE S67°40'44"E A DISTANCE OF 313.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ROYAL BUFFALO DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING 17 COURSES:

- 1.) S22°19'16"W A DISTANCE OF 39.67 FEET;
- 2.) THENCE 262.37 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 107°22'31", A RADIUS OF 140.00 FEET AND A CHORD WHICH BEARS S31°21'59"E 225.62 FEET DISTANT;
- 3.) S85°03'14"E A DISTANCE OF 185.51 FEET;
- 4.) THENCE 54.55 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°02'44", A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS S72°01'52"E 54.08 FEET DISTANT;
- 5.) S59°00'30"E A DISTANCE OF 67.74 FEET;
- 6.) THENCE 203.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 530.00 FEET AND A CHORD WHICH BEARS S69°59'17"E 201.89 FEET DISTANT;
- 7.) S80°58'03"E A DISTANCE OF 345.21 FEET;
- 8.) THENCE 63.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°50'37", A RADIUS OF 230.00 FEET AND A CHORD WHICH BEARS S88°53'22"E 63.40 FEET DISTANT;
- 9.) N83°11'19"E A DISTANCE OF 171.53 FEET;
- 10.) THENCE 32.73 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°40'57", A RADIUS OF 330.00 FEET AND A CHORD WHICH BEARS N80°20'51"E 32.71 FEET DISTANT;
- 11.) N77°30'23"E A DISTANCE OF 296.35 FEET;
- 12.) THENCE 86.79 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°04'09", A RADIUS OF 330.00 FEET AND A CHORD WHICH BEARS N69°58'19"E 86.54 FEET DISTANT;
- 13.) N62°26'14"E A DISTANCE OF 290.10 FEET;
- 14.) THENCE 60.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06°32'22", A RADIUS OF 530.00 FEET AND A CHORD WHICH BEARS N59°10'03"E 60.46 FEET DISTANT;
- 15.) N55°53'52"E A DISTANCE OF 245.59 FEET;
- 16.) THENCE 94.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°23'19", A RADIUS OF 730.92 FEET AND A CHORD WHICH BEARS N59°35'32"E 94.19 FEET DISTANT;
- 17.) N63°17'11"E A DISTANCE OF 49.74 FEET;

THENCE S85°18'23"E A DISTANCE OF 356.20 FEET TO THE SOUTHWEST CORNER OF MESA CORTINA WEST FILING NO. 1; THENCE ALONG THE SOUTHERLY BOUNDARY LINE FOR THE FOLLOWING 4 COURSES:

- 1.) S85°44'57"E A DISTANCE OF 287.88 FEET;
- 2.) S73°11'48"E A DISTANCE OF 421.55 FEET;
- 3.) S84°18'50"E A DISTANCE OF 895.14 FEET;
- 4.) S66°08'59"E A DISTANCE OF 1241.93 FEET;

THENCE S00°17'12"E A DISTANCE OF 50.67 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ROYAL BUFFALO DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING 5 COURSES:

- 1.) S84°46'27"E A DISTANCE OF 173.17 FEET;
- 2.) THENCE 321.61 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25°14'32", A RADIUS OF 730.00 FEET AND A CHORD WHICH BEARS N82°36'17"E 319.02 FEET DISTANT;
- 3.) N69°59'00"E A DISTANCE OF 198.52 FEET;
- 4.) THENCE 281.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°31'54", A RADIUS OF 1530.00 FEET AND A CHORD WHICH BEARS N64°43'03"E 280.84 FEET DISTANT;
- 5.) N59°27'06"E A DISTANCE OF 460.08 FEET;

THENCE S00°21'44"E A DISTANCE OF 917.17 FEET; THENCE ALONG THE NORTHERLY
BOUNDARY LINE OF WILDERNEST FILINGS NO. 1 AND 2 FOR THE FOLLOWING 6 COURSES:

- 1.) S89°57'22"E A DISTANCE OF 1328.94 FEET;
- 2.) N00°17'12"W A DISTANCE OF 327.46 FEET;
- 3.) S89°40'18"E A DISTANCE OF 1359.34 FEET;
- 4.) N00°13'28"W A DISTANCE OF 329.49 FEET;
- 5.) S89°40'56"W A DISTANCE OF 1359.59 FEET;
- 6.) S89°56'50"W A DISTANCE OF 2738.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 69.4 ACRES MORE OR LESS.

BUFFALO MOUNTAIN
METROPOLITAN DISTRICT

P.O. BOX 2430
DENVER, COLORADO 80202