

AGREEMENT FOR ACCESS AND UTILITY EASEMENT AND IMPROVEMENTS

THIS AGREEMENT FOR ACCESS AND UTILITY EASEMENT AND IMPROVEMENTS ("Agreement") is made as of the 10th day of JUNE, 2005, by and among WARREN RANCH, INC., a Colorado corporation ("Warren Ranch"), PAUL HOSTETLER, also known as PAUL E. HOSTETLER ("Hostetler"), TROY R. BROOKSHIRE (Troy Brookshire"), JAMES L. BROOKSHIRE ("James Brookshire") and THE BROOKSHIRE FAMILY TRUST, a/k/a The Family Trust, a Testamentary Trust created under the Last Will and Testament of Donald E. Brookshire, Deceased, dated April 28, 1980, as amended August 25, 1993, admitted to probate on November 21, 1997 in Case No. 97PR33, Routt County District Court ("Brookshire Trust"). In this Agreement, Troy Brookshire, James Brookshire and the Brookshire Trust are sometimes collectively referred to as the "Brookshires." The address of Warren Ranch is P.O. Box 770041, Steamboat Springs, Colorado 80477, the address of Hostetler is P.O. Box 1967, Nokomis, Florida 34274, the address of the Brookshires is P.O. Box 771301, Steamboat Springs, Colorado 80477.

EXPLANATORY STATEMENT

The parties own parcels of real property in Routt County, Colorado with certain common boundaries. Warren Ranch owns the parcels described on *Exhibit A* (the "Warren Ranch Property"), Hostetler owns the parcels described on *Exhibit B* (the "Hostetler Property"), Troy Brookshire owns the parcel described on *Exhibit C* (the "Troy Brookshire Property") and Troy Brookshire, James Brookshire and the Brookshire Trust own the parcels described on *Exhibit D* (the "Brookshire Family Property"). The Troy Brookshire Property and the Brookshire Family Property are sometimes referred to in this Agreement collectively as the "Brookshire Properties." By this Agreement, the parties desire to establish an easement for ingress and egress and utilities, and also desire to set forth their agreements with respect to the construction and maintenance of access and utility improvements within such easement.

IN CONSIDERATION of the explanatory statement, which is incorporated into this Agreement, and the promises, covenants and conveyances set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and convey as follows:

1. Certain Definitions. In addition to terms defined elsewhere in this Agreement, for purposes of this Agreement the following terms shall have the meanings indicated:

(a) "Benefited Owner" or "Benefited Owners" shall mean the Owner or Owners of one or more of the Benefited Properties, including their heirs, devisees, assigns and other successors in title.

(b) "Benefited Property" shall mean a property that is benefited by the Easement. Each of the Properties is a Benefited Property.



(c) "Common Road" shall mean the common private road and related improvements (including the Entry Gate) constructed and maintained within the Easement Area pursuant to this Agreement. The Common Road shall not include Connecting Private Driveways and associated improvements.

(d) "Common Improvements" shall mean the Common Road and Common Utilities, if any.

(e) "Common Utilities" shall mean utility improvements installed within the Easement Area that are designed, sized and intended to provide service to more than one of the Properties. Common Utilities shall include only that portion of the utility improvements intended to provide service to more than one Property. For example, utility lines shall be Common Utilities only for the length of the line intended to provide service to more than one Property, and separate connections to Common Utilities, together with associated switches, valves, meters and similar improvements, shall not be part of Common Utilities. Metered Common Utilities shall be designed to accommodate separate meters and other facilities to allow the discontinuation of service to one party utilizing Common Utilities without interrupting service to others using Common Utilities.

(f) "Connecting Private Driveway" shall mean a private driveway that intersects with the Common Road, together with related improvements for vehicular or other access from the Common Road to an Owner's Property.

(g) "Easement Area" shall mean the area described on *Exhibit E*.

(h) "Entry Gate" shall mean a gate constructed and maintained within the Easement Area restricting public access to the Common Road from Routt County Road 129. The Entry Gate shall be placed in a location on Parcel 3 of the Brookshire Family Property within the Easement Area, as selected by mutual agreement of the Owners of the Hostetler Property, the Warren Ranch Property and Parcel 3 of the Brookshire Family Property.

(i) "Exit Point" shall mean the point on the Common Road that a Connecting Private Driveway intersects with the Common Road.

(j) "Owner" or "Owners" shall mean the respective Owner and/or Owners of a Property (including a subdivided portion of a Property), including their heirs, devisees, assigns and other successors in title, as the context may require.

(k) "Permanent Dwelling" shall mean a permanent residential structure designed to be used for year-round occupancy containing 1,000 or more square feet of interior floor space and that is constructed on a property after the date of this Agreement. The parties acknowledge that as of the date of this Agreement there is one Permanent Dwelling on the Hostetler Property and there are no other Permanent Dwellings located on any of the Properties.

(l) "Property" or "Properties" shall mean the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property and/or the Brookshire Family Property, as the



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context may require. References to a "Property" shall include each legally subdivided portion of such Property.

2. Establishment of Easement. The Brookshires hereby create, declare, establish and sell and convey to the Brookshires for the benefit of the Brookshire Properties, to Hostetler for the benefit of the Hostetler Property and to Warren Ranch for the benefit of the Warren Ranch Property, and Hostetler hereby creates, declares, establishes and sells and conveys to Hostetler for the benefit of the Hostetler Property, to Warren Ranch for the benefit of the Warren Ranch Property and to the Brookshires for the benefit of the Brookshire Properties a perpetual non-exclusive easement, on the terms and conditions set forth in this Agreement, for access and for a common private road and for underground utilities and underground and surface facilities associated with underground utilities (the "Easement"). The Easement is located in the Easement Area.

3. Purposes, Uses and Limitations of the Easement.

(a) The Easement shall be perpetual and irrevocable and shall run with the Benefited Properties. Subject to the terms, conditions and restrictions set forth in this Agreement, the Easements shall benefit Owners of the Benefited Properties, their respective successors in title to the Benefited Properties and the entities providing utility services to the Benefited Properties, whether public or private, provided that utility service providers shall benefit from the Easement and may use the Easement only for the purpose of providing utility services to the Benefited Properties. The parking or storing of vehicles, equipment or materials of any sort in the Easement Areas is prohibited. Further, except for the Entry Gate and except for one gate that may be constructed on the boundary between Parcel 3 of the Brookshire Family Property and the Hostetler Property and one gate that may be constructed on the boundary between the Hostetler Property and the Warren Ranch Property, gates shall not be constructed across the Common Road within the Easement Area.

(b) Subject to the provisions of this Agreement, the purposes of the Easement are:

A. To provide a way for vehicular, pedestrian and livestock access (within the Easement Area only) between Routt County Road 129 and the northern boundary of the Hostetler Property, for the benefit of each of the Properties benefited by the Easement. Without limiting the generality of the foregoing, subject to the provisions of this Agreement the Easement includes rights (i) to construct, maintain, reconstruct, improve, repair and use within the Easement Area the Common Road and Connecting Private Driveways, together with related improvements including the Entry Gate, shoulders, culverts, ditches, drainage facilities, perimeter fences, landscaping and similar improvements, and (ii) to plow, store and remove snow and ice which may fall or accumulate within the Easement Area.

B. To provide a way for underground utilities of any type serving each of the Properties benefited by the Easement. Without limiting the generality of



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the foregoing, subject to the provisions of this Agreement the Easement includes rights (i) to construct, maintain, reconstruct, improve, repair and use within the Easement Area underground utility lines of any type providing service to the Properties benefited by the Easement, including, without limitation, water, sewer, electricity, telecommunications, cable television and natural gas, and (ii) to construct, maintain, reconstruct, improve, repair and use within the Easement Area underground and surface improvements and facilities associated with such underground utility lines including, without limitation, meters, meter pits, taps, transformers, relays, junctions, switches, valves, gates, manholes and pumps.

4. Provisions Regarding Construction and Maintenance of Common Road Improvements within the Easement Area.

(a) Unless otherwise agreed by the Owner of the Warren Ranch Property and the Hostetler Property, the Common Road shall be constructed during the 2005 building season. Unless otherwise agreed by the Owners of the Warren Ranch Property and the Hostetler Property, when the Common Road is constructed it shall extend the entire length of the Easement Area, from County Road 129 to the northern boundary of the Hostetler Property, and shall include associated culverts, ditches, drainage facilities and the Entry Gate. The Common Road shall be well constructed in accordance with Routt County standards for rural private roadways serving more than two single-family residential parcels. The initial construction of the Common Road shall be performed by the Owners of the Warren Ranch Property and the Hostetler Property or by a professional road-building contractor selected by mutual agreement of such Owners. Each of the Owners shall cooperate as reasonably requested to allow initial construction of the Common Road. At the time of initial construction, the Common Road shall be covered with sufficient gravel to be suitable for use by passenger and other light vehicles, pedestrians and horses on a year-round basis. The Owner of the Warren Ranch Property and the Owner of the Hostetler Property shall be responsible for the payment of fifty percent (50%) of the actual cost of the initial construction of the Common Road. Actual costs of initial construction shall include the reasonable value of labor and equipment contributed by the Owners of the Warren Ranch Property and the Hostetler Property. Each such Owner shall pay (or reimburse to the paying Owner on demand) their respective shares of such costs.

(b) After initial construction, the Common Road shall be kept, maintained and repaired in a safe, neat, attractive and functional condition. The Common Road shall be maintained to allow travel along the entire length of the Common Road within the Easement Area, and except as provided in Section 4(c) with respect to the plowing and removal of snow, the cost of such maintenance shall be paid or reimbursed by the Owners of the Properties benefited by the Easement as follows:

(i) Maintenance costs shall be paid or reimbursed by the Owners of the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property and Parcel 1 of the Brookshire Family Property. As long as there is not more than one Permanent Dwelling on any of such Properties and none of such Properties have been



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legally subdivided, the cost of maintaining the Common Road shall be payable by the Owners of such Properties in the following proportions:

Warren Ranch Property	33.33%
Hostetler Property	33.34%
Troy Brookshire Property and Parcel 1, Brookshire Family Property, collectively	33.33%

(ii) After either the construction of more than one Permanent Dwelling on either the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property or Parcel 1 of the Brookshire Family Property or the legal subdivision of any of such Properties, the cost of maintaining the Common Road shall be allocated to and payable by the Owners of such Properties as follows: One equal share shall be allocated to each of such Properties and to each legally subdivided portion of such Properties, and if any of such Properties (or legally subdivided portion thereof) has constructed thereon more than one Permanent Dwelling, an additional equal share shall be allocated to each such Property (or subdivided portion thereof) with more than one Permanent Dwelling. The allocated shares shall be payable by the Owners of the Properties in question. For example, if the Warren Ranch Property, although not legally subdivided, contains two Permanent Dwellings, two equal shares shall be allocated to and payable by the Owner of the Warren Ranch Property, or if the Hostetler Property is legally subdivided into two parcels, one equal share shall be allocated to and payable by the Owner of each of such subdivided parcels. Notwithstanding the foregoing, for purposes of applying this part (ii) only, the Troy Brookshire Property and Parcel 1 of the Brookshire Family Property shall collectively be considered a single Property, provided that if either of such Properties is subdivided, the subdivided portion shall be a separate Property.

(iii) The Owners of Parcel 2 and Parcel 3 of the Brookshire Family Property shall not be obligated to contribute to the cost of maintaining the Common Road pursuant to this Section 4(b), but nothing herein shall limit the obligation of such Owners pursuant to other provisions of this Agreement.

(c) Notwithstanding Section 4(b), the following provisions shall be applicable to the plowing and removal of snow from the Common Road:

(i) Until the construction of the second Permanent Dwelling which uses the Common Road for access, the Owner of the Hostetler Property may from time to time cause the portion of the Common Road between Routt County Road 129 and the Exit Point of the Connecting Private Drive for the existing Primary Residence on the Hostetler Property to be plowed and shall pay one hundred percent (100%) of the cost associated therewith, except to the extent one or more of the other Owners may agree to pay a portion of such costs. Any other Owner of a Property benefited by the Easement may cause additional portions of the Common Road to be plowed from time to time and shall pay one hundred percent (100%) of the cost associated therewith, except to the extent one or more of the other Owners may agree to pay a portion of such cost.



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(ii) After construction of the second Permanent Dwelling utilizing the Common Road for access, each Owner of a Property benefited by the Easement shall notify the other Owners of Properties benefited by the Easement whether such Owner desires to use the Common Road for winter access to such Owner's Property. Any such notice by an Owner shall remain in effect until subsequent contrary notice is given by such Owner to each other Owner. Each Owner of a Property benefited by the Easement giving notice that such Owner desires to utilize the Common Road for winter access to such Owner's Property is referred to in this paragraph as a "Participating Owner." The Participating Owner whose Exit Point is the farthest from Routt County Road 129 shall arrange for the plowing and snow removal from the Common Road from Routt County Road 129 to such Owner's Exit Point, sufficient to allow year-round access by four-wheel drive passenger vehicles to each of the Participating Owners' Exit Points, including the plowing of snow each time it accumulates to a depth of 6 inches or more. The cost of such snow plowing and removal shall be paid by the Participating Owners as follows: Each Participating Owner shall pay an equal share of the reasonable costs of plowing from Routt County Road 129 to the first Exit Point of a Participating Owner (the "First Owner"). Each Participating Owner other than the first Owner shall pay an equal share of the reasonable costs of plowing from the first Owner's Exit Point to the Exit Point of the Owner second closest to Routt County Road 129 (the "Second Owner"), and each Participating Owner other than the First Owner and the Second Owner shall pay an equal share of the reasonable costs of plowing from the second Exit Point to the third Exit Point, and so on. Any Owner of a Property benefited by the Easement that is not a Participating Owner may cause additional portions of the Common Road to be plowed from time to time and the plowing Owner shall pay one hundred percent (100%) of the costs associated therewith except to the extent one or more of the other Owners agrees to pay a portion of such costs. Notwithstanding any other provision of this paragraph, if an Owner (including such Owner's family members, guests, invitees, contractors or agents) who is not a Participating Owner utilizes the portions of the Common Road plowed by Participating Owners on more than six (6) occasions during any plowing season, such Owner shall be deemed to have elected to be a Participating Owner for such plowing season and shall pay (or reimburse to the Participating Owners) a share of the costs of plowing payable by the Participating Owners, calculated in the manner set forth above based on such Owner's Exit Point (or if the Common Road is not plowed to such Owner's Exit Point, the farthest Exit Point from Routt County Road 129).

(d) At the time of the initial construction of the Common Road, a ranch-style Entry Gate shall be installed unless the Owners of the Hostetler Property and the Warren Ranch Property agree to install at that time an automatic Entry Gate as described below. Any ranch-style Entry Gate shall be kept closed but not locked unless otherwise agreed by all of the Owners of Properties benefited by the Easement. If a ranch-style Entry Gate was installed, at the time of the construction of the second Permanent Dwelling utilizing the Common Road for access, the Entry Gate shall be replaced with an automatic gate and appropriate landscaping. The automatic Entry Gate shall be capable of being operated from vehicles and Permanent Dwellings, and each of the Owners of Properties benefited by the Easement shall be provided with a means for operating such gate. The design and construction of such automatic gate and associated landscaping shall be as mutually approved by the Owners of the Warren Ranch Property and the



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Hostetler Property, and the costs of installing and maintaining such gate shall be paid by such Owners in the percentages specified in Section 4(a).

(e) After initial construction of the Common Road, the location of the Common Road shall be surveyed and, if the Common Road is not wholly within the Easement Area, the parties agree to amend the description of the Easement Area to reflect the actual location of the Common Drive, by appropriate recorded instrument. The cost of the survey shall be paid by the Owners of the Hostetler Property and the Warren Ranch Property in the percentages specified in Section 4(a).

(f) Notwithstanding Section 4(a) or Section 4(b), the Owner of the Hostetler Property may elect to pave any portion of the Common Road located on the Hostetler Property, and any such paving shall be installed and maintained at the sole expense of the Owner of the Hostetler Property.

5. Provisions Regarding Construction and Maintenance of Utility Improvements Within the Easement Area.

(a) Any Owner of a Property benefited by the Easement (the "Installing Owner") may install Common Utilities within the Easement Area at such Owner's expense. No Owner shall be obligated to install or connect to Common Utilities. If after an Owner has installed Common Utilities another Owner of a Property benefited by the Easement (the "Connecting Owner") desires to connect to such Common Utilities to provide service to the Connecting Owner's Property, the Connecting Owner may make connection to the Common Utilities at the Connecting Owner's expense, including the installation of improvements and facilities to provide separate service to the Connecting Owner's Property. As a condition to making the connection, the Connecting Owner shall pay to the Installing Owner the Connecting Owner's proportionate share of the Installing Owner's actual cost of Installing the Common Utilities. The Connecting Owner's proportionate share is determined by the number of connections to the Common Utilities. For example, the Installing Owner shall pay one hundred percent (100%) of the cost of initial installation of the Common Utilities. Thereafter, if a second Owner desires to connect to the Common Utilities, the Connecting Owner shall pay all the costs of the connection and fifty percent (50%) of the amount paid by the Installing Owner for the initial installation of the Common Utilities. Upon such payment to the initial Installing Owner, the Connecting Owner shall be deemed an Installing Owner for purposes of the application of this paragraph upon subsequent connections by other Owners to the Common Utilities. Thereafter, if a third Owner desires to connect to the Common Utilities, such Connecting Owner shall pay all the costs of the connection and shall pay one-third of the costs of the initial installation, which amount shall be paid in equal shares to the prior Installing Owners.

(b) Prior to connection to Common Utilities by more than one Owner, maintenance of the Common Utilities shall be at the sole expense of the Owner utilizing the utilities. After the connection of more than one Owner to Common Utilities, each of the Owners connected to Common Utilities shall be obligated to pay an equal share of the actual and reasonable costs incurred to maintain the Common Utilities. Each Owner shall be solely



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responsible for all charges for utility service to such Owner's Property and the improvements thereon.

6. Damage. Ordinary wear and tear to Common Improvements resulting from normal use by light passenger vehicles, light equipment, pedestrians and livestock shall be the joint responsibility of the Owners, and the cost for maintaining and repairing the same shall be paid by the Owners in the proportions specified in Sections 4(b) and 5 above, as applicable. Notwithstanding any other provision of this Agreement, any damage to the Common Improvements other than such ordinary wear and tear (including, for example, damage from heavy truck traffic or construction equipment) caused by an Owner or such Owner's occupants, guests, invitees, contractors or similar parties shall be repaired at the sole cost of such Owner. Any Owner responsible for damage other than ordinary wear and tear shall promptly arrange for such damage to be repaired at such Owner's expense, and if such Owner fails to do so within three (3) days after notice from any other Owner (or immediately if the Common Improvement is inoperable as a result of the damage), such other Owner may arrange for the repair of such damage, and the responsible Owner shall promptly pay or reimburse the cost thereof, with interest as provided in Section 7(b).

7. Enforcement and Remedies.

(a) General Provisions. This Agreement is intended to benefit and may be enforced by the Benefited Owners and is not intended to benefit and may not be enforced by any other party. Any benefited party may enforce this Agreement by any appropriate means, including, without limitation, an action for damages, injunctive relief and/or specific performance. In any arbitration or legal proceeding (including appellate proceedings) to interpret or enforce the provisions of this Agreement, the prevailing party shall be awarded such party's reasonable attorney fees and costs incurred in asserting or defending the claim. The rights and remedies for enforcement of this Agreement shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

(b) Monetary Obligations. As a condition to any payment or reimbursement by one Owner to another Owner of costs incurred in connection with the construction or maintenance of Common Improvements, the Owner incurring the cost shall provide to any requesting Owner reasonable evidence of the costs incurred and payment thereof, if applicable. No Owner is obligated to advance any other Owner's share of the costs of constructing or maintaining Common Improvements. If any Owner fails to pay when due its share of any construction or maintenance costs or any other amount for which such Owner is obligated pursuant to this Agreement, the delinquent Owner shall be obligated to pay to the party entitled to receive the unpaid amount interest on the unpaid amount from the date such amount was due until paid at the rate of eighteen percent (18%) per annum. The delinquent Owner shall also be obligated to pay all costs incurred by the party entitled to payment in collecting the amount due from the delinquent Owner, including costs of suit or arbitration and reasonable attorneys' fees, including costs and fees incurred in arbitration, suit and appellate proceedings.

(c) Lien. If any Owner fails to pay any amount due pursuant to this Agreement within thirty (30) days after receipt of notice from another Owner stating the intent to implement the lien provided for in this paragraph, the Owner who has not been paid may record a statement of lien



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against the Property owned by the delinquent Owner with respect to which the past due amount is owing. The lien statement shall specify the amount due from the delinquent Owner for which a lien is claimed, provided that any error or misstatement of the amount due shall not affect the validity of the lien with respect to the amount actually due. From and after the date of recording of the statement of lien, a lien shall exist on the Property owned by the delinquent Owner in favor of the Owner filing the lien statement, which lien shall include all amounts owing by the delinquent Owner, including interest, costs of collection and attorneys' fees. Such lien may be foreclosed as a mortgage on real property, and in any foreclosure proceeding the foreclosing party or parties shall be entitled to purchase the Property of the delinquent Owner at the foreclosure sale.

(d) Personal Obligations. Each Owner shall be personally obligated to pay all amounts owing pursuant to this Agreement attributable to the Property owned by such Owner. If there is more than one Owner of a Property, all such Owners shall be jointly and severally personally obligated to pay all amounts owing pursuant to this Agreement attributable to such Property. Each Owner shall be obligated to pay amounts attributable to a Property incurred from and after the date such Owner acquires title to a Property. No Owner shall be relieved from any obligation to pay amounts due pursuant to this Agreement as a result of such Owner's failure to use the Common Improvements or conveyance or abandonment of such Owner's Property. In the event any Owner transfers its Property (or any portion thereof), such Owner shall remain liable for amounts accruing prior to the date of transfer, but shall have no obligation for amounts accruing with respect to the transferred Property after the date of transfer. A successor Owner shall not be liable for unpaid amounts owing by a predecessor Owner unless a statement of lien with respect to amounts owing by the predecessor Owner has been recorded pursuant to Section 8(c) prior to the recording of the instrument of transfer to the successor Owner.

8. General Provisions.

(a) Covenants are Cumulative. Each provision of this Agreement is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restriction.

(b) Waivers. No provision of this Agreement may be waived except by an instrument in writing signed by the party to be charged with the waiver. No waiver shall be a continuing waiver unless expressly so stated in the instrument of waiver. The failure to enforce any provision of this Agreement shall not constitute a waiver of or impair the effectiveness of this Agreement.

(c) Duration; Successors. The Easement and the provisions of this Agreement shall be perpetual, shall run with the land and shall bind and benefit the heirs, devisees, assigns and other successors in title to the Properties burdened and benefited by the Easement.

(d) Amendment. This Agreement may be amended only with the consent of all the Owners of the Benefited Properties. Any amendment shall be effective upon recording in the real property records of Routt County written instruments (which may be executed in counterparts) setting forth the amendment executed by all the Owners of the Benefited Properties.



A handwritten signature in black ink, appearing to be 'P. Smith' or similar, written vertically on the right side of the page.

(e) Headings and Exhibits. The captions and headings used in this Agreement are intended solely for convenience of reference, and shall not be considered in construing any of the provisions of this Agreement. All of the Exhibits attached hereto are incorporated into this Agreement by reference.

(f) Gender and Number. In this Agreement, the singular number shall include the plural, the plural the singular, and use of any gender shall include all other genders, as appropriate.

(g) Governing Law. This Agreement shall be governed by and construed under the laws of the state of Colorado, without regard to conflict of laws principles.

(h) Owners' Addresses. Each Owner shall notify the other Owners of its address for purposes of this Agreement. Billings, notices and other communications to Owners from the other Owners shall be sent to such addresses. Any Owner may change its address for purposes of this Agreement by giving notice to the other Owners at the addresses specified pursuant to this Section. In the event any Owner shall not specify its address for purposes of this Agreement, the address of such Owner reflected on the property tax records of the Routt County, Colorado assessor shall be used for purposes of this Agreement. Notices shall be deemed received the earlier of actual receipt or five (5) business days after deposit in United States mail, postage prepaid and addressed as indicated above.

(i) Arbitration. Except as otherwise provided in this Section 8(i), any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, or the rights or obligations of the parties hereto shall be determined and decided through binding arbitration in Routt County, Colorado before a single neutral arbitrator. The arbitration proceeding shall be subject to the provisions of the Colorado Uniform Arbitration Act, Colo. Rev. Stat. §13-22-201, *et seq.* or the corresponding provisions of any subsequent law. The arbitrator shall be selected by mutual agreement of the parties to the arbitration, provided that if the parties fail to agree on a single neutral arbitrator within fifteen (15) days after the initial demand for arbitration, any party may petition a court of competent jurisdiction in Routt County, Colorado to appoint a single neutral arbitrator, and the arbitrator selected by the court shall conduct the proceedings. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties shall not be required to arbitrate proceedings in which the relief claimed includes the foreclosure of a lien pursuant to Section 7(c), and in any such proceeding brought in court the court shall have authority to decide all issues in the controversy.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

WARREN RANCH, INC., a
Colorado corporation

By [Signature] Pres.
(Title)

✓ [Signature]
Paul Hostetler, also known as Paul E. Hostetler

[Signature]
Troy R. Brookshire

[Signature]
James L. Brookshire

THE BROOKSHIRE FAMILY TRUST, a/k/a The
Family Trust, a Testamentary Trust Created Under
the Last Will and Testament of Donald E.
Brookshire, Deceased, dated April 28, 1980
and amended August 25, 1993

By [Signature] as
Ardys L. Brookshire, Trustee trustee



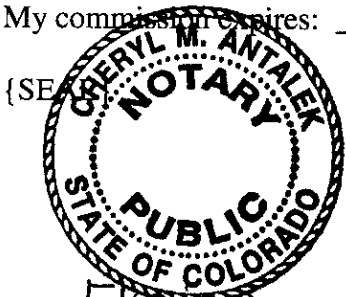
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STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 16 day of May, 2005, by Stephen G. Cavanagh as President of Warren Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires:

My commission expires October 28, 2008



Cheryl M Antalek
Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 27 day of APRIL, 2005, by Paul Hostetler, also known as Paul E. Hostetler.

Witness my hand and official seal.
My commission expires: September 9, 2007



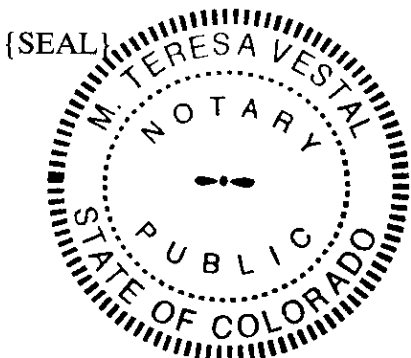
Caroline H Taylor
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 10th day of June, 2005, by Troy R. Brookshire.

Witness my hand and official seal.
My commission expires:

MY COMMISSION EXPIRES 7/25/05



M. Teresa Vestal
Notary Public





**EXHIBIT A
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS**

Warren Ranch Property

Parcel 1:

Township 8 North, Range 85 West of the 6th P.M.:

Original Survey	Resurvey
Section 21: SE1/4 SE1/4	Tract 79D
Section 22: SW1/4 SW1/4	Tract 79C
Section 27: SW1/4 NE1/4 NW1/4	Tract 78A
Section 27: S1/2 NW1/4 NW1/4	Tract 78B
Section 28: NE1/4 NE1/4	Tract 78C
Section 28: SE1/4 NE1/4	Tract 78D
Section 27: SW1/4 NW1/4	Tract 78E
Section 27: NW1/4 SE1/4 NW1/4	Tract 78F
Section 28: NE1/4 NW1/4, W1/2 NE1/4, NW1/4 SE1/4	Tract 87

EXCEPTING and excluding from said Tract 87, Section 28, a tract of land conveyed in the Deed recorded in Book 208 at Page 173 and being more particularly described as follows: All that portion of Tract 87 in NE1/4 NW1/4 of Section 28, Township 8 North, Range 85 West of the 6th P.M.

Together with, and not as an exception:
Township 8 North, Range 85 West of the 6th P.M.
Section 27: Lots 3, 4, 5, 6 and 7, W1/2 E1/2, S1/2 SW1/4
Section 28: Lot 6

County of Routt, State of Colorado.

Parcel 2:

A tract of land in the Southeast corner of Tract 103 located in the West 1/2 of Section 33, Township 8 North, Range 85 West of the 6th P.M., Routt County State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 and recorded in Routt County records Book 140, Page 345 on December 29, 1925; more particularly described as follows:



Beginning at a point, the same being an iron post which is the corner 4 of tract 104 and corner 3 of tract 105 of the resurvey of Section 33, Township 8 North, Range 85 West of the 6th P.M. and running northerly on a line between said tract 103 and 105 for a distance of 208.7 feet; thence angling left 90° or westerly at a distance of 417.5 feet; thence angling left 90° or southerly for 208.7 feet; thence angling left 90° or easterly for 417.5 feet to the place of beginning. All of said parcel of land being situate within Section 33, Township 8 North, Range 85 West of the 6th P.M.

TOGETHER WITH a portion of Tract 104 located in the SW ¼ of Section 33, Township 8 North, Range 85 West of the 6th P.M., Routt County State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922; more particularly described as follows: All of said Tract 104 lying northerly and easterly of the west prescriptive easement and right of way of Routt County Road 129, the east line being west line of Tract 107 of the said resurvey and the intersection of said Routt County Road 129 westerly right of way; thence N00°27'04"W, 248.75 feet along said west line of Tract 107 to Angle point 2 of said Tract 107; thence continuing along said west line of Tract 107 N00°34'00"W, 1319.11 feet to angle point 1, Tract 104 of said Resurvey.

County of Routt, State of Colorado



**EXHIBIT B
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS**

Hostetler Property

Parcel 1:

A parcel of land located in Lot 11 and Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33;

Thence N 02°57'53" E 1296.79 feet across Lot 10, Section 28, to corner 5 Tract 87;

Thence N 89°44'41" E 1320.00 feet to corner 6 Tract 87;

Thence N 00°02'26" E 16.94 feet to a point on the North line of Lot 11 said Section 28;

Thence along the North line of said Lot 11, N 89°55'08" E 900.42 feet, to a point on the East line of said Section 28;

Thence S 00°04'17" E 1324.05 feet to the correction corner common to Section 33, Section 34, and Tract 106 (also being the SE corner of Lot 11 and the SE corner of Section 28);

Thence N 89°51'26" W 1509.39 feet to a point on the North line of Tract 106;

Thence N 89°54'45" W 779.77 feet to the POINT OF BEGINNING.

EXCEPT a portion of Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, as conveyed in the deed recorded at Reception 546903, more particularly described as follows:

A parcel of land located in Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33, Township 8 North, Range 85 West, of the 6th P.M.

Thence N 02°57'53" E 1296.79 feet across said Lot 10, Section 28, to the corner 5 (SW corner) of Tract 87;

Thence along South line of Tract 87, N 89°44'41" E 713.38 feet;



Thence S 00°01'46" W 1299.43 feet, to a point on the North line of said Tract 106, Section 33;

Thence N 89°54'45" W 779.77 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land located in Section 33 (Tract 105 and 106), Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 4 said Tract 105;

Thence N 89°36'12" W 1168.16 feet to corner 3 Tract 105;

Thence N 00°02'09" E 2637.13 feet to corner 2 Tract 105;

Thence N 89°46'41" E 974.52 feet to the N1/4 corner said Section 33;

Thence S 89°39'42" E 355.56 feet to corner 1 Tract 105;

Thence S 89°54'45" E 779.77 feet to a point on the north line of Tract 106;

Thence S 00°01'46" W 2652.23 feet;

Thence N 89°36'12" W 942.00 feet to the POINT OF BEGINNING.

EXCEPT a tract of land in said Tract 105 bounded by a line described as follows:

Beginning at a point on the West line of said Tract 105, 444 feet North of corner 3 of said Tract 105;

Thence N 59°00' E 190 feet;

Thence running northerly and parallel with said West line of said Tract 105, 68 feet;

Thence S 59°00' W 190 feet to an intersection with the West line of said Tract 105;

Thence southerly along the said West line of said Tract 105, 68 feet to the POINT OF BEGINNING, conveyed to Bennett Savage by deed recorded in Book 140 at Page 571.



Parcel 3:

A parcel of land located in Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33, Township 8 North, Range 85 West of the 6th P.M.

Thence N 02°57'53" E 1296.79 feet across said Lot 10, Section 28, to the corner 5 (SW corner) of Tract 87;

Thence along South line of Tract 87 N 89°44'41" E 713.38 feet;

Thence S 00°01'46" W 1299.43 feet, to a point on the North line of said Tract 106, Section 33;

Thence N 89°54'45" W 779.77 feet to the TRUE POINT OF BEGINNING.

Parcel 4:

A parcel of land located in Sections 33 and 34 (Tract 105 and Tract 106), Township 8 North, Range 85 West of the 6th P.M., more particularly described as follows:

Beginning at AP2 of Tract 106, said AP2 being on the north line of a tract of land as described in instrument recorded at Reception No. 557830, Routt County records;

Thence S 89°54'45" E 779.77 feet along the north line of Tract 106 and the tract described at said Reception No. 557830 to the TRUE POINT OF BEGINNING;

Thence S 89°51'26" E 1509.39 feet to the correction corner common to Section 33, Section 34 and Tract 106;

Thence N 89°50'49" E 343.57 feet to AP1 of Tract 106;

Thence S 00°01'46" W along the east line of said Tract 106, 1821.52 feet to the northernmost corner point of a parcel of land described in deed recorded in Book 640, Page 1258, Routt County records, being also the northernmost point of Tract A of the Plat of Randall & Wheeler Land Exemption, File No. 10,787, Routt County records;

Thence along the west boundary of said parcel of land and said Tract A S 24°55'55" W 304.13 feet;

Thence N 89°36'12" W 1724.94 feet to a point on the east line of the tract of land as described in instrument recorded at Reception No. 557830, Routt County records;



Thence N 00°01'46" E along the east line of said tract of land a distance of 2088.21 feet to the True Point of Beginning, containing 88.6 acres, more or less.

Basis Bearing: Assumed per Nereson Legal Description of N 89°36'12" W along the south line of Tract 105, between AP4 and AP3, both found GLO brasscaps.



**EXHIBIT C
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS**

Troy Brookshire Property

A tract of land located in Lots 6 and 7, W1/2 W1/2 SW1/4 SE1/4, and W1/2 W1/2 NW1/4 SE1/4, of Section 22, Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, being more particularly described as follows:

Said tract being all that part of Lots 6 and 7, W1/2 W1/2 SW1/4 SE1/4, and W1/2 W1/2 NW1/4 SE1/4, of Section 22 lying south of the following described line:

BEGINNING at a point on the line between AP 1 and AP 6 of Tract 79 from which AP 1 Tract 79 bears N 00deg 31min 54sec W 2637.98 feet; thence N 86deg 24min 32sec E 1216.15 feet to a point on the east line of the W1/2 W1/2 NW1/4 SE1/4 of Section 22.

Bearings are based upon the line between AP 1 and AP 6 of Tract 79 being N 00deg 31min 54sec W (true north).

County of Routt, State of Colorado.



**EXHIBIT D
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS**

Brookshire Family Property

Parcel 1:

Township 8 North, Range 85 West, 6th P.M.

SECTION 22: Lots 4, 5 and 8, NE1/4, E1/2 NW1/4 SE1/4, E1/2 W1/2 NW1/4 SE1/4,
E1/2 SW1/4 SE1/4, and E1/2 W1/2 SW1/4 SE1/4

SECTION 23: Lot 2, and W1/2 W1/2 of Lot 1

Parcel 2:

Township 8 North, Range 85 West, 6th P.M.

Section 28: Lots 4, 5, 7, 8 and 9, all that portion of Lot 10 lying west of a line (if drawn)
between corner 5 of Tract 87 and corner 2 of Tract 106, and all that portion of
Tract 87 in NE1/4 NW1/4

TOGETHER WITH a parcel of land located in Tract 88 of Section 28, T8N, R85W, of the 6th
P.M., Routt County, Colorado.

Beginning at a point on the south line of Tract 88 from which AP 4 of Tract 88 bears S
89°35'03" E 160.59 feet. Said point being in a fence line;

Thence N 76°53'09" E 20.43 feet along said fence;
Thence N 70°04'00" E 28.94 feet along said fence;
Thence N 01°10'11" E 102.83 feet along said fence;
Thence N 00°12'22" E 242.30 feet along said fence;
Thence N 00°06'37" E 90.41 feet along said fence;
Thence N 00°13'16" E 135.17 feet along said fence;
Thence N 00°24'57" E 131.51 feet along said fence;
Thence N 00°03'01" W 219.40 feet along said fence;
Thence N 00°27'22" E 167.92 feet along said fence;
Thence N 02°02'35" E 20.64 feet along said fence;
Thence N 00°04'10" E 90.85 feet along said fence;
Thence N 00°06'35" E 79.02 feet along said fence;
Thence N 00°16'53" W 48.78 feet along said fence;



Thence N42°43'18"E 286.49 feet along a fence line to a fence corner,
Thence S89°11'41"E 358.34 feet along a fence line to a fence corner,
Thence N11°20'16"W 328.15 feet,
Thence N78°39'44"E 182.58 feet,
Thence N11°20'16"W 488.80 feet to the northern boundary of said Tract 103,
Thence S89°29'00"W 560.25 feet along said northern boundary of Tract 103 to the point
of beginning.

Bearings are based on the south line of said Tract 88 bearing S89°29'00"W.

AND EXCLUDING THEREFROM all that part of Tract 103, Sections 32 and 33, T8N, R85W,
6th P.M., lying westerly of the west right of way of Routt County Road 129 and south of the right
of way of Routt County Road 54.



**EXHIBIT E
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS**

Driveway/Utility Easement Area

A non-exclusive driveway and utility easement sixty (60) feet in width being thirty (30) feet on each side of said centerline located in a portion of Tracts 104, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 more particularly described as follows:

Commencing at angle point 3 of Tract 105 as monumented by a found 2 ½" GLO brass cap from which angle point 4 of Tract 105 bears S89°36'12"E, 1168.16 feet as monumented by a found 2 ½" GLO brass cap, said line being the basis of bearing for this legal description; thence N74°24'16"W, 568.24 feet to a point on the northeast line of the prescriptive easement and right of way of Routt County Road 129 based upon the surveyed centerline, said point being the point of beginning for this legal description; thence the following forty-four courses:

1. N34°42'23"E, 56.02 feet to a point of curvature;
2. thence 120.31 feet along a curve to the right, having a radius of 130.00 feet, a delta angle of 53°01'24" and a chord which bears N61°13'06"E, 116.06 feet to a point of tangency;
3. thence N87°43'48"E, 259.57 feet to a point of curvature;
4. thence 23.14 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 5°18'11" and a chord which bears N85°04'42"E, 23.13 feet to a point of tangency;
5. thence N82°25'37"E, 156.99 feet to a point of curvature;
6. thence 109.54 feet along a curve to the left, having a radius of 150.00 feet, a delta angle of 41°50'25" and a chord which bears N61°30'24"E, 107.12 feet to a point of tangency;
7. thence N40°35'12"E, 73.36 feet to a point of curvature;
8. thence 89.84 feet along a curve to the right, having a radius of 300.00 feet, a delta angle of 17°09'28" and a chord which bears N49°09'55"E, 89.50 feet to a point of tangency;
9. thence N57°44'39"E, 78.36 feet to a point of tangency;
10. thence 174.94 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 40°05'39" and a chord which bears N37°41'50"E, 171.40 feet to a point of tangency;
11. thence N17°39'01"E, 73.20 feet to a point of curvature;



12. thence 100.31 feet along a curve to the right having a radius of 130.00 feet, a delta angle of 44°12'30" and a chord which bears N39°45'16"E, 97.84 feet to a point of tangency;
13. thence N61°51'31"E, 191.45 feet to a point of curvature;
14. thence 122.12 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 46°38'51" and a chord which bears N38°32'05"E, 118.78 feet to a point of tangency;
15. thence N15°12'40"E, 130.12 feet to a point of curvature
16. thence 39.20 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 14°58'24" and a chord which bears N22°41'52"E, 39.09 feet to a point of tangency;
17. thence N30°11'04"E, 96.49 feet to a point of curvature;
18. thence 136.43 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 34°44'33" and a chord which bears N47°33'20"E, 134.35 feet to a point of tangency;
19. thence N64°55'37"E, 208.70 feet to a point of curvature;
20. thence 106.14 feet along a curve to the left having a radius of 225.00 feet, a delta angle of 27°01'43" and a chord which bears N51°24'45"E, 105.16 feet to a point of tangency;
21. thence N37°53'53"E, 72.87 feet to a point of curvature;
22. thence 99.26 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 25°16'38" and a chord which bears N50°32'12"E, 98.46 feet to a point of tangency;
23. thence N63°10'31"E, 138.26 feet to a point of curvature;
24. thence 61.82 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 23°36'48" and a chord which bears N51°22'08"E, 61.38 feet to a point of tangency;
25. thence N39°33'44"E, 358.38 feet to a point of curvature;
26. thence 42.48 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 13°54'31" and a chord which bears N32°36'28"E, 42.38 feet to a point of tangency;
27. thence N25°39'12"E, 158.31 feet to a point of curvature;
28. thence 71.54 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 23°25'26" and a chord which bears N13°56'29"E, 71.05 feet to a point of curvature;
29. thence N02°13'46"E, 397.82 feet;
30. thence N04°44'22"E, 47.85 feet to a point on the north line of Section 33 from which the angle point 2 of Tract 106 bears N89°54'45"W, 517.28 feet as monumented by a found 2 ½" GLO brass cap;
31. thence continuing in Lot 10 in the South ½ of Section 28 N04°44'22"E, 102.16 feet to a point of curvature;
32. thence 100.46 feet along a curve to the left having a radius of 130.00 feet, a delta angle of 44°16'28" and a chord which bears N17°23'52"W, 97.97 feet to a point of tangency;
33. thence N39°32'06"W, 133.85 feet to a point of curvature;



34. thence 59.35 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $22^{\circ}40'15''$ and a chord which bears $N28^{\circ}11'58''W$, 58.97 feet to a point of tangency;
35. thence $N16^{\circ}51'50''W$, 170.18 feet to a point of curvature;
36. thence 115.26 feet along a curve to left having a radius of 175.00 feet, a delta angle of $37^{\circ}44'11''$ and a chord which bears $N35^{\circ}43'56''W$, 113.19 feet to a point of tangency;
37. thence $N54^{\circ}36'02''W$, 140.09 feet to a point of curvature;
38. thence 102.63 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $39^{\circ}12'11''$ and a chord which bears $N34^{\circ}59'56''W$, 100.64 feet to a point of tangency;
39. thence $N15^{\circ}23'50''W$, 23.87 feet to a point of curvature;
40. thence 208.84 feet along a curve to the right having a radius of 350.00 feet, a delta angle of $34^{\circ}11'13''$ and a chord which bears $N01^{\circ}41'46''E$, 205.75 feet to a point of tangency;
41. thence $N18^{\circ}47'22''E$, 146.51 feet to a point of curvature;
42. thence 70.93 feet along a curve to the left having a radius of 150.00 feet, a delta angle of $27^{\circ}05'32''$ and a chord which bears $N05^{\circ}14'37''E$, 70.27 feet to a point of tangency;
43. thence $N08^{\circ}18'09''W$, 46.71 feet to a point of curvature;
44. thence 43.09 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $16^{\circ}27'29''$ and a chord which bears $N00^{\circ}04'25''W$, 42.94 feet to a point of terminus with south line of Tract 87, both sides of sixty (60) foot driveway and utility easement terminating on said south line of Tract 87 from which angle point 5 of Tract 87 bears $S89^{\circ}55'54''W$, 75.46 feet.

Legal Description

By: Greg Eldridge, PLS 30093
Landmark Consultants, Inc.
141 9th Street
Steamboat Springs, CO 80477



CERTIFICATE OF CORRECTION

THIS CERTIFICATE OF CORRECTION (“Certificate”) is made as of the 31st day of August, 2005, by PAUL HOSTETLER, also known as PAUL E. HOSTETLER (“Hostetler”), whose address is P.O. Box 1967, Nokomis, Florida 34274.

EXPLANATORY STATEMENT

Hostetler and others are parties to that certain Agreement for Access and Utility Easement and Improvements dated June 10, 2005 and recorded June 23, 2005 at Reception No. 620829 of the Routt County, Colorado real property records (the “Easement Agreement”). Among other things, the Easement Agreement established an access and utility easement (the “Easement”) burdening and benefiting certain parcels of real property in Routt County, Colorado more fully described in the Easement Agreement. Without limitation, the Easement pursuant to the Easement Agreement burdens and benefits property described therein as the “Hostetler Property,” which is more fully described on Exhibit B to the Easement Agreement. Subsequent to the recording of the Easement Agreement, it was determined that certain minor strips of land had been omitted from the description of the Hostetler Property in Exhibit B to the Easement Agreement, and that as a result of such omission the legal description of the Hostetler Property on Exhibit B to the Easement Agreement and the legal description of the Easement Area on Exhibit E to the Easement Agreement required correction. Hostetler is executing and recording this Certificate to effect such corrections.

In consideration of the foregoing explanatory statement, the Easement Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hostetler agrees and certifies as follows:

1. The description of the Hostetler Property set forth on Exhibit B to the Easement Agreement is hereby corrected to include the following additional parcels in Routt County, Colorado:

Township 8 North, Range 85 West of the 6th P.M.:

Section 33: Lots 1, 2, 3

2. Exhibit E to the Easement Agreement is hereby corrected to read in its entirety as set forth on Exhibit E attached hereto and incorporated herein. Exhibit E attached hereto corrects the description of the easement area as it crosses the Hostetler Property, taking into account the additional parcels referenced in paragraph 1 above.

3. As corrected by this Certificate, the Easement Agreement and the Easement thereby granted are ratified and confirmed in all respects. All of the terms and provisions of the Easement Agreement, as corrected by this Certificate, are incorporated into this Certificate by reference. Without limitation, Hostetler acknowledges and agrees that the description of the Hostetler Property for purposes of the Easement Agreement and the Easement (including without



limitation for purposes of the granting clauses set forth in Section 2 of the Easement Agreement) includes the parcels described in paragraph 1, and that the parcels described in paragraph 1 are benefited by the Easement, and burdened by the Easement where such parcels intersect with the Easement Area described on Exhibit E attached hereto.

IN WITNESS WHEREOF, Hostetler has executed this Certificate as of the day and year first above written.

Paul Hostetler, also known as
Paul E. Hostetler

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Paul Hostetler, also known as Paul E. Hostetler.

Witness my hand and official seal.

My commission expires: September 09, 2007

{SEAL}

Notary Public

Caroline H. Taylor



Caroline H. Taylor
My Commission DD248307
Expires September 09 2007



Legal Description Exhibit E

A non-exclusive driveway and utility easement sixty (60) feet in width in a portion of Lot 2, Tracts 103, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado

A non-exclusive driveway and utility easement sixty (60) feet in width being thirty (30) feet on each side of said centerline located in a portion of Lot 2, Tracts 103, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 more particularly described as follows:

Commencing at angle point 3 of Tract 105 as monumented by a found 2 ½" GLO brass cap from which angle point 4 of Tract 105 bears S89°36'12"E, 1168.16 feet as monumented by a found 2 ½" GLO brass cap, said line being the basis of bearing for this legal description; thence N74°24'16"W, 568.24 feet to a point on the northeast line of the prescriptive easement and right of way of Routt County Road 129 based upon the surveyed centerline, said point being the point of beginning for this legal description; thence the following forty-four courses:

1. N34°42'23"E, 56.02 feet to a point of curvature;
2. thence 120.31 feet along a curve to the right, having a radius of 130.00 feet, a delta angle of 53°01'24" and a chord which bears N61°13'06"E, 116.06 feet to a point of tangency;
3. thence N87°43'48"E, 259.57 feet to a point of curvature;
4. thence 23.14 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 5°18'11" and a chord which bears N85°04'42"E, 23.13 feet to a point of tangency;
5. thence N82°25'37"E, 156.99 feet to a point of curvature;
6. thence 109.54 feet along a curve to the left, having a radius of 150.00 feet, a delta angle of 41°50'25" and a chord which bears N61°30'24"E, 107.12 feet to a point of tangency;
7. thence N40°35'12"E, 73.36 feet to a point of curvature;
8. thence 89.84 feet along a curve to the right, having a radius of 300.00 feet, a delta angle of 17°09'28" and a chord which bears N49°09'55"E, 89.50 feet to a point of tangency;
9. thence N57°44'39"E, 78.36 feet to a point of tangency;
10. thence 174.94 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 40°05'39" and a chord which bears N37°41'50"E, 171.40 feet to a point of tangency;
11. thence N17°39'01"E, 73.20 feet to a point of curvature;
12. thence 100.31 feet along a curve to the right having a radius of 130.00 feet, a delta angle of 44°12'30" and a chord which bears N39°45'16"E, 97.84 feet to a point of tangency;
13. thence N61°51'31"E, 191.45 feet to a point of curvature;



14. thence 122.12 feet along a curve to the left having a radius of 150.00 feet, a delta angle of $46^{\circ}38'51''$ and a chord which bears $N38^{\circ}32'05''E$, 118.78 feet to a point of tangency;
15. thence $N15^{\circ}12'40''E$, 130.12 feet to a point of curvature
16. thence 39.20 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $14^{\circ}58'24''$ and a chord which bears $N22^{\circ}41'52''E$, 39.09 feet to a point of tangency;
17. thence $N30^{\circ}11'04''E$, 96.49 feet to a point of curvature;
18. thence 136.43 feet along a curve to the right having a radius of 225.00 feet, a delta angle of $34^{\circ}44'33''$ and a chord which bears $N47^{\circ}33'20''E$, 134.35 feet to a point of tangency;
19. thence $N64^{\circ}55'37''E$, 208.70 feet to a point of curvature;
20. thence 106.14 feet along a curve to the left having a radius of 225.00 feet, a delta angle of $27^{\circ}01'43''$ and a chord which bears $N51^{\circ}24'45''E$, 105.16 feet to a point of tangency;
21. thence $N37^{\circ}53'53''E$, 72.87 feet to a point of curvature;
22. thence 99.26 feet along a curve to the right having a radius of 225.00 feet, a delta angle of $25^{\circ}16'38''$ and a chord which bears $N50^{\circ}32'12''E$, 98.46 feet to a point of tangency;
23. thence $N63^{\circ}10'31''E$, 138.26 feet to a to a point of curvature;
24. thence 61.82 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $23^{\circ}36'48''$ and a chord which bears $N51^{\circ}22'08''E$, 61.38 feet to a point of tangency;
25. thence $N39^{\circ}33'44''E$, 358.38 feet to a point of curvature;
26. thence 42.48 feet along a curve to the left having a radius of 175.00 feet, a delta angle of $13^{\circ}54'31''$ and a chord which bears $N32^{\circ}36'28''E$, 42.38 feet to a point of tangency;
27. thence $N25^{\circ}39'12''E$, 158.31 feet to a point of curvature;
28. thence 71.54 feet along a curve to the left having a radius of 175.00 feet, a delta angle of $23^{\circ}25'26''$ and a chord which bears $N13^{\circ}56'29''E$, 71.05 feet to a point of curvature;
29. thence $N02^{\circ}13'46''E$, 397.82 feet;
30. thence $N04^{\circ}44'22''E$, 47.85 feet to a point on the north line of Section 33 from which the angle point 2 of Tract 106 bears $N89^{\circ}54'45''W$, 517.28 feet as monumented by a found $2\frac{1}{2}''$ GLO brass cap;
31. thence continuing in Lot 10 in the South $\frac{1}{2}$ of Section 28 $N04^{\circ}44'22''E$, 102.16 feet to a point of curvature;
32. thence 100.46 feet along a curve to the left having a radius of 130.00 feet, a delta angle of $44^{\circ}16'28''$ and a chord which bears $N17^{\circ}23'52''W$, 97.97 feet to a point of tangency;
33. thence $N39^{\circ}32'06''W$, 133.85 feet to a point of curvature;
34. thence 59.35 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $22^{\circ}40'15''$ and a chord which bears $N28^{\circ}11'58''W$, 58.97 feet to a point of tangency;
35. thence $N16^{\circ}51'50''W$, 170.18 feet to a point of curvature;



36. thence 115.26 feet along a curve to left having a radius of 175.00 feet, a delta angle of $37^{\circ}44'11''$ and a chord which bears $N35^{\circ}43'56''W$, 113.19 feet to a point of tangency;
37. thence $N54^{\circ}36'02''W$, 140.09 feet to a point of curvature;
38. thence 102.63 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $39^{\circ}12'11''$ and a chord which bears $N34^{\circ}59'56''W$, 100.64 feet to a point of tangency;
39. thence $N15^{\circ}23'50''W$, 23.87 feet to a point of curvature;
40. thence 208.84 feet along a curve to the right having a radius of 350.00 feet, a delta angle of $34^{\circ}11'13''$ and a chord which bears $N01^{\circ}41'46''E$, 205.75 feet to a point of tangency;
41. thence $N18^{\circ}47'22''E$, 146.51 feet to a point of curvature;
42. thence 70.93 feet along a curve to the left having a radius of 150.00 feet, a delta angle of $27^{\circ}05'32''$ and a chord which bears $N05^{\circ}14'37''E$, 70.27 feet to a point of tangency;
43. thence $N08^{\circ}18'09''W$, 46.71 feet to a point of curvature;
44. thence 43.09 feet along a curve to the right having a radius of 150.00 feet, a delta angle of $16^{\circ}27'29''$ and a chord which bears $N00^{\circ}04'25''W$, 42.94 feet to a point of terminus with south line of Tract 87, both sides of sixty (60) foot driveway and utility easement terminating on said south line of Tract 87 from which angle point 5 of Tract 87 bears $S89^{\circ}55'54''W$, 75.46 feet.

Legal Description

By: Greg Eldridge, PLS 30093

Landmark Consultants, Inc.

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Steamboat Springs, CO 80477