

**FURTHER AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR
PRAIRIE VISTA MEADOWS**

This Further Amended and Restated Declaration of Protective Covenants (the "Covenants") is executed on the date shown below.

R E C I T A L S

WHEREAS, Prairie Vista Meadows, LLC, a Colorado limited liability company, as the original declarant recorded that certain Declaration of Protective Covenants recorded on August 14, 2002 in Reception No. 202134718 which was amended on February 2, 2004 in Reception No. 204019035 of the real property records of El Paso County, State of Colorado (hereinafter called "Original Declaration") which encumbered the real property described on Exhibit A thereto and incorporated herein by this reference (hereinafter called "Prairie Vista Meadows"), and

WHEREAS, the original declarant undertook a survey of the parcels of land subject to the Original Declaration (hereinafter called the "Tracts") as shown by the Land Survey Plat of Prairie Vista Meadows by Clark Land Surveying, Inc., Project No. 1331, dated June 6, 2002, the legal descriptions of those Tracts are shown on Exhibit "A" thereto; and


WHEREAS, the original declarant's rights were assigned to Craig A. and Brent L. McConnell by Assignment dated September 3, 2003 and recorded at Reception No. 200205950. Craig and Brent McConnell have subsequently assigned their rights to Prairie Vista Investments, LLC, a Colorado limited liability company, executed October 6, 2003 (who now is and will be referred to herein as the "Declarant"); and

WHEREAS, Section 10 of the Declaration allows the Declarant to make amendments with written consent of a majority of the then-owners of the Tracts, and

WHEREAS, the undersigned owns a majority of the Tracts, and the Declarant and the undersigned desire to amend the Declaration as provided herein.

NOW, THEREFORE, as binding upon the owners of Tracts, and his, her, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees (hereinafter collectively called the "Owners"), said Declarant hereby declares to and agrees with each and every person who shall be or shall become owner of any said Tracts, in addition to the ordinances of the County of El Paso, Colorado, that they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreement, to wit, the Declarant does hereby amend, restate and replace the Original Declaration as follows:

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El Paso County, CO

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1. INTENT. The intent of these Covenants is to preserve Prairie Vista Meadows as a desirable area to live and present a high quality residential area of lasting value, and the covenants have been designed to that end. Owners of Tracts in Prairie Vista Meadows (hereinafter called "Owners") should be people who value quality, who will respect, uphold and observe the letter, spirit and intent of these covenants, and who will insist upon their strict enforcement. To implement these Covenants, the Declarant has established the Architectural Control Committee ("ACC") described herein.

2. BUILDING TYPE AND USE: All Tracts used solely for private, single family residential purposes, no building shall be erected, constructed, placed, or altered on any Tract other than a one-story, a one and one-half story or a two story, single family residence and such accessory buildings as may be required for incidental use with such residence, by a single family, and there shall be no more than two detached buildings upon the premises for accessory use. No house shall have a garage with more than a four-car capacity. A stable or barn for quartering horses or livestock will be considered as accessory use and must be in keeping with the architecture of the principal residence.

3. DWELLING QUALITY AND SIZE: Each building shall be built on site and shall be stick built homes only as determined by the ACC in its sole discretion (with exception of the existing home currently on Tract A, which will be allowed as a non-conforming use). Only one single family residence per Tract is permitted. All improvements shall be constructed of good and suitable materials and all workmanship shall be first class. All dwellings must have minimum of 1400 square feet on the main floor and a minimum of 1600 square feet in total area.

4. SETBACKS: No building shall be located on any Tract nearer than 50 feet from any Tract line. Exceptions to setback requirements are sometimes logical and may be made by the ACC in cases where extenuating circumstances exist, provided however, that any such exceptions must be requested in writing and granted by the ACC in writing. For the purpose of this covenant, steps, and open porches shall be considered as part of the building. There is no specific area or building envelope on any Tract for building sites, however, house locations cannot be closer than 50 feet from the direct line of sight between any existing house on the easterly adjoining property and Pikes Peak (the highest visible mountain west of property), as determined by the ACC in its sole discretion. All building sites will require Owners to request ACC approval of the site, and Owners shall provide an improvement location plat, including septic and utility locations, and will need ACC approval in writing prior to building.

5. TEMPORARY RESIDENCES: No structure of a temporary character, trailer, camper, motor home, vehicle or vehicle trailers, mobile home, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Tract at any time as a residence either temporarily or permanently, with exception only from the ACC to use as a home/office during construction and in this case temporary provisions will be made. Only one residential unit shall be constructed upon any Tract, unless Tract has successfully been re-platted, in which case one residential unit shall be maintained on any re-platted parcel (hereafter called a "Lot"). After replatting, the Lots shall constitute additional Tracts under these Covenants.

6. TIME OF CONSTRUCTION: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the ACC, construction of that particular structure, shall be completed within nine (9) months of the time such construction was initiated. The ACC may extend the time for completion under unusual circumstances, and any such extension shall be in writing.

7. ARCHITECTURAL CONTROL AND DESIGN:

A. Purpose. The purpose of this covenant is to assure through architectural control of building design, placement, materials, colors, and construction that Prairie Vista Meadows shall become and remain an attractive residential community, and to uphold and enhance property values.

B. Architectural Control Committee (ACC):

(1) Composition. The initial ACC is composed of the two persons described in Paragraph 8 of these Covenants, their heirs, or assigns; Declarant may thereafter appoint the ACC, including an additional owner-occupant ACC member, provided however, Declarant or its representatives shall remain on the ACC until all Tracts and/or Lots have completed dwelling units thereon, unless, at its option and choice of time, Declarant may relinquish full control of the ACC to the owner-occupants, at which time all members of the ACC shall be subject to election as provided in Paragraph 26 of these Covenants. Any elected member of the ACC whose performance is found objectionable by other owner-occupants may be removed by a vote of the Owners of two-thirds (2/3) of the Tracts. In the event of the death or resignation of any elected member of the ACC, the remaining members thereof shall have full authority to designate a successor elected member to fill the remaining term.

(2) Non-Liability of ACC: Neither Declarant, ACC nor any persons acting therefore, shall be liable in damages to any person submitting requests for approval or to any Tract Owner by reason or any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or with regard to any other actions taken by the ACC under authorization of the provisions hereof, provided that they have acted in good faith and without negligence.

C. Procedure for Obtaining Approval of Plans. To submit for ACC approval, an Owner shall provide the following attachments to the ACC:

(a) One (1) copy of a site plan, drawn to scale, showing the exact location on the Tract and specifications of all proposed improvements (house, well, septic, leach field, utilities, other buildings, and barns/corrals even if only contemplated for the future). Exact proposed setbacks from Tract lines must be delineated and access routes (driveways) to proposed structures.

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

8. PROCEDURES FOR OBTAINING APPROVAL OF PLANS: ACC shall then communicate together to discuss, examine, and consider plans and approve or disapprove all submissions in writing. The ACC approval or disapproval as required in these Covenants shall be in writing and shall be made within thirty (30) days of submittal of all plans and required documents. In the event the ACC, or its representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted, such plans and specifications shall be deemed disapproved. Plans shall be submitted to ACC by either of two means:

- (i.) Mail to: Brent McConnell or Craig A. McConnell
4703-A Boardwalk Dr. 16550 Prairie Vista View
Fort Collins, CO. 80525 Peyton, CO. 80831
970-222-1034 – phone 719-749-2778 - phone
970-484-0323 – facsimile 719-749-2899 - facsimile
- (ii.) Email: brent-mcconnell@msn.com or cnb@team-national.com

D. Authority of ACC. The ACC is empowered to approve or disapprove, in writing, all plans for construction. If such submissions are disapproved, the ACC shall give written reason for said disapproval to applicant.

E. Architectural Design and Requirements.

(1) Color. Structural color schemes will be compatible with the natural environment of the property. Subdued, unobtrusive natural or earth colors will be normally required, and color samples must be submitted with plans.

(2) Extreme designs. Homes of extreme design may or may not be approved depending upon location and appearance, it being the intent of these covenants to establish an area of quiet, unobtrusive dignity and quality consistent with other homes in Prairie Vista Meadows.

(3) Driveways. Owners must obtain a written driveway permit from the El Paso County Department of Transportation prior to connection of any driveway to a public road. Owners of Tracts are advised that the County has no responsibility for and will not snow plow or otherwise maintain driveways; such responsibility is solely that of the Tract Owner. The road running through Prairie Vista Meadows is a private road running adjacent to the Tracts, but any Owner may dedicate their portion to the County for a public road. The County will not presently maintain this road in any way, unless any/all Owners would dedicate their portion(s) of the easement(s) to the County.

9. NUISANCE: Nothing shall be done or permitted on any Tract which may be or become an annoyance or nuisance to the neighborhood. No noxious, noise polluting or otherwise offensive activities or commercial businesses or trades shall be carried on upon any Tract. No hunting of any kind, nor the discharge of firearms shall be permitted. Any animals kept on property, need to be constrained from barking excessively or becoming a nuisance to neighbors.

10. REFUSE AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. No trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon the premises and visible from public streets or from other Tracts within the subdivision. No extra vehicles or vehicle parts shall be permitted to remain exposed upon the premises from any road or from other Tracts within the subdivision. Each Tract owner must provide for regular removal of garbage.

11. SIGNS: All signs displayed must be first approved in writing by the Declarant or the ACC. This covenant does not preclude the display of reasonably sized builder or real estate signs.

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

13. RIGHT OF DECLARANT: Declarant, its successors or assigns, expressly reserves the right:

A. From time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to Tracts that are sold prior without the written consent of the then Owners of a majority of any such Tracts (including both the original Tracts and any Lots which shall be considered Tracts after replatting), nor shall amendment or revocation be of such nature to derogate property values.

B. To enter into agreement with the purchaser of any Tract or Tracts (without the consent of the purchasers of other Tracts or adjoining or adjacent property).

14. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date these covenants are recorded in the El Paso County Clerk and Recorder's Office, after which time said covenants shall be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by a simple majority of the then owners of the Tracts has been recorded, changing said covenants in whole or part. However, the covenants and restrictions regarding

water shall not terminate unless the requirements of the Determinations of Water Rights are also terminated by the appropriate Ground Water Commission and further provided that prior written approval of said proposed termination is obtained from the Board of County Commissioners of El Paso County.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Covenants are for the use, convenience and protection of all property owners. Declarant, Architectural Control Committee, Homeowners Association, or any individual Tract owner may act to enforce the Covenants; none of the foregoing, however, are obligated to do so.

16. NOTICE: Any notice required to be given to any Owner or other person under the provisions of these Protective Covenants shall be deemed to have been properly given when mailed, post paid, to the last known address of the record Owner of the Tract in which the member has an interest.

17. DECLARANT MAY ASSIGN: Declarant, its successors or assigns, may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association, committee or person.

18. VEHICLE PARKING AND EQUIPMENT: No vehicles shall be stored or parked on any Tract, except in a closed garage; however, recreation vehicles to include travel trailers, horse trailers, semi-trailers, van trailers, or flat bed trailers, campers, boats or motor homes and various equipment may be kept in an organized manner subject to the approval from the ACC. Screening such vehicles from public view with the proper garaging or fencing approved by the ACC, is required.

19. ANIMALS:

A. Commonly accepted domestic household pets may be kept on any Tract for recreational purposes. The animals and the number of animals shall be as follows: Horses - no more than two per Tract or two (2) Bovine (cattle) or a combination of one bovine and one horse. Dogs - no more than 3 per Tract. Cats - No more than 3 per Tract. Offspring from these animals may be kept until weaned, not exceeding twelve (12) weeks. The ACC is empowered to approve, disapprove, or modify requests for other animals. In addition, the ACC shall have the right to develop standards of care and maintenance which must be met as a condition to permitting the keeping of any animals. Owners shall be responsible for erecting and building adequate enclosures and fences and the maintenance of such, and no Tract shall be overgrazed. Owners shall be responsible to control noxious and poisonous weeds that may exist and that could be harmful to themselves, their animals, or other Tract owners and their animals. All animals shall be confined to the Owners' own property and shall not be allowed to roam the roads or other Tracts. It is specifically understood that the ACC may require Owners to take

such matters as necessary to prevent the overgrazing of each Tract and the destruction of vegetation on each Tract.

B. Stables, barns and corrals will be of sturdy materials and finished construction, and complimentary to the design, color, construction and location of the house. All stables, corrals, or any structure for housing, enclosure or feeding of animals shall be maintained in compliance with all lawful sanitary regulations and must be kept in a neat, clean, and orderly manner. Manure shall not be allowed to accumulate to the point of being a nuisance by creating odors or attracting flies, but shall be removed and/or spread.

20. FENCES: All fences must be constructed using quality material and in a neat and orderly manner. The kind of fences accepted shall be constructed of either three rail pole fences which are firmly affixed by drilling and bolting(or doweled) to a single post construction along the Tract line(s), or steel posts(T posts) with at least 4 smooth wires attached and one wire shall be electrified to keep bovine animals in. Vinyl fencing can replace three pole fencing, if constructed similarly. All fences must be approved by the ACC prior to beginning construction. Plans need to be submitted to the ACC for review of the quality, size, location, and kind of material used. It is recommended that Tract Owners adjoining properties would be responsible to pay for one-half of the cost of construction, materials, and maintenance of any fence on any property lines.

21. DECLARANT POWER: The Declarant shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Tract.

22. RE-SUBDIVISION: Declarant intends to subdivide its Tracts into smaller parcels (herein called "Lots"). Upon the prior written approval of the ACC, any existing Tract may be re-subdivided into Lots containing not less than approximately five (5) acres, provided however, (a) the ACC may in its discretion approve smaller parcels, especially bordering the County road, (b) the Declarant or person subdividing a Tract may impose additional covenants upon those Lots, but only with the prior written approval of the ACC, and (c) for purposes of these Covenants, the Lots shall constitute Tracts under these Covenants after replatting for certain purposes such as voting on amendments and assessments, but not applicable for other purposes, such as setbacks; the ACC's approval may designate applicable and inapplicable provisions of these Covenants to the Lots after replatting. The voting rights of a resubdivided Tract shall be exercised by the Owners of the Lots therein created, provided however, the Declarant shall be entitled to exercise all voting rights for Lots created in its Tracts until Declarant has sold all of its Lots or three years from the recording hereof, whichever occurs earlier, and any assessment under Paragraph 26 hereof shall be made against the Lots, as well as the Tracts. For example, if the Declarant resubdivides its four Tracts into 28 Lots, then the total number of Tracts for voting and assessments would be 31 Tracts (i.e., 28 Lots/Tracts plus 3 original Tracts). If any perimeter fence and/or road surfaces to and in Prairie Vista Meadows, including without limitation, Highway 24, Scott Road, McKissick Road, and Prairie Vista View Loop, are required by the County to be improved in any way as result of a re-subdivision by the Declarant, its successors

or assigns who are subdividing Tracts, that party shall pay for the cost of such improvement, provided however, that party shall be entitled to reimbursement, at its choice, either under any governmental reimbursement entitlement or under the following: Any Owner who would wish to subdivide his property subsequent to the Declarant's improvements shall make a reimbursement payment, which would be the cost thereof plus interest at ten percent (10%) per annum, to the Declarant, its successors or assigns, who previously incurred those expenses. The amount owed would be determined by the comparison of the Declarant's resubdivided acreage with the acreage of the Owner's proposed resubdivided Tract, with each party paying their prorata share. Such reimbursement shall be payable prior to any approval of resubdividing by the ACC. Any expenses incurred by any re-subdividing subsequent to the Declarant's resubdividing shall be paid only by that Owner (except the Declarant, its successors and assigns), who is creating those expenses, unless the ACC approves any reimbursement for that future resubdivision. in no event shall more than one vote be cast with respect to any Tract, whether original Tract or subsequent Lot.

23. EASEMENTS: Any easements for installation and maintenance of utilities and drainage-facilities are reserved which may be shown on any future recorded plat. If needed, fire equipment may be driven down such easements. There shall be no fences or gates to block access or use of these easements. Within these easements, no structure, planting, or other material shall be place or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Tract and all improvements in it shall be maintained continuously be the Owner of the Tract, except for those improvements for which a public authority or utility company is responsible.

24. MOTORIZED VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored in Prairie Vista Meadows, unless said vehicle is kept or stored in a fully enclosed building. No Owner shall have more than ten (10) vehicles (operational or non-operational) on his/her Tract at any one time, with exception to visitors or guests vehicles, at which time additional vehicles shall be permissible, but only for a limited time. No homeowner or occupant of a Tract shall allow more than one (1) immobilized motor vehicle to stand on said Tract for a period greater than thirty six (36) hours. For the purpose of this covenant, an "immobilized motor vehicle" shall be considered any motor vehicle not presently capable of movement under its own power. (vehicle shall include, but not be limited to, snowmobile, tractor, motorcycle, lawn mower, snow blower, car, truck, or motor home.)

25. UNDERGROUND UTILITIES. Any and all utilities installed after the recording date of these Covenants shall be installed underground. Any existing overhead power lines will be removed by the end of 2004 if Declarant's resubdivision is approved. No propane tanks shall be placed above ground, if an underground gas line is available within the subdivision. Any Tract Owner wanting utilities which have not yet been provided, shall either comply by installing or attaching to underground utilities and be responsible to pay for those utilities, or if already installed, to pay a proportionate share of the original costs of that utility directly to the person or

company which paid for the installation of such utility, including without limitation any installation of underground utilities and the removal of the overhead lines. This payment shall be made prior to connecting to any utility. These utilities include but are not limited to natural gas, electricity (power), telephone, and cable TV. Any proportionate amount owed, plus interest at ten percent (10%) per annum, would be determined by equally dividing the total costs originally paid, by the number of the Tracts within Prairie Vista Meadows, including any Lots. Any Tract Owner who would re-subdivide his original Tract shall by acceptance of a conveyance of any newly created Tract, whether or not it shall be so expressed in the conveyance, agree to use these utilities provided and to pay a proportionate share of the costs incurred by the person or company which originally installed them.

26. HOMEOWNERS ASSOCIATION. The Declarant will form an owners association (the "Association"). The Association shall operate as a Colorado non-profit corporation pursuant to its Articles of Incorporation and By-laws, which may include, without limitation, provisions for the indemnification of officers and directors. Every Owner of a Tract or a Lot shall automatically by such ownership be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Tract or a Lot. Members shall have the right to cast votes on any matters to be voted on by the members as provided in the Association's Articles of Incorporation and Bylaws, except as provided therein or herein. Each Tract, whether shown on the original survey of Prairie Vista Meadows or as a Lot created by resubdivision, shall be entitled to one vote. When more than one person holds an interest in any Tract or Lot, all such persons shall be members, but the vote for such Tract or Lot shall be exercised as they determine, but there shall be only one vote per Tract or one vote per Lot. The Association's Board of Directors shall appoint or may itself constitute the ACC or the members may elect the ACC at each annual meeting after the termination of the Declarant's right to appoint. The Association's Board of Directors may adopt rules and regulations, including without limitation, construction, use and design standards and procedures for architectural control appeals from the ACC, and fines for violations of rules and these Covenants, to supplement and interpret these Covenants. Pursuant to C.R.S. 38-33.3-116, the Association and the subdivision shall be subject only to C.R.S. 38-33.3-105, 38-33.3-106 and 38-33.3-107, and no other sections of said Article 33. The Prairie Vista Meadows Homeowners Association, Inc. ("Association") has been formed for the purpose of carrying out the provisions of the Colorado Ground Water Commission Determinations of Water Rights Nos. 487-BD, 488-BD, 489-BD and 490-BD, a copy of which is attached hereto as Exhibit B. The Association shall be responsible for owning, operating and maintaining full compliance with said Water Determinations. Declarant's Lots, and their Owner(s), shall also be subject to the Association's Bylaws, which shall also be for the purpose of carrying out the terms of the Water Determinations.

27. COVENANTS FOR ASSESSMENTS.

A. Assessment. The Association shall assess the Owners for the costs of common expenses as determined by the Association's Board of Directors. The assessments hereunder shall be imposed equally upon each Tract, including without limitation any original Tract and any subsequent Lot and the Owner(s) thereof.

B. Purpose of Assessments. Assessments may also be levied by the Association's Board of Directors for promoting the health, safety, property values, welfare and convenience of the members, including the enforcement of these Covenants, and to pay for the costs of the ownership and maintenance of the common road (to the extent not maintained by the County), and any other common expenses as determined by the Association's Board of Directors including without limitation, insurance on the common road and Association activities, which insurance may, to the fullest extent reasonably available and practical, be comparable to the requirements of C.R.S. 38-33.3-313, as now existing or hereafter amended.

C. Assessment Liens and Personal Obligation. Each Owner, by acceptance of a conveyance of his Tract, whether or not it shall be so expressed in the conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and other assessments authorized by these Covenants. Each such assessment and charge, together with the interest thereon and costs of collection, shall be a continuing lien upon the Tract against which it is made and shall also be the personal obligation of the person who owned the Tract at the time the assessment or charge fell due.

D. Payment of Assessments. The foregoing assessments shall be payable in advance in annual or other installments as the Association's Board of Directors may fix. The Board may set the annual assessment in any amount which does not exceed the maximum set forth in Paragraph E hereof. The Association's Board of Directors shall give each member written notice of each assessment at least ten (10) days in advance of the due date. Such notice shall state the amount of the assessment and if the assessment is payable in other than in a single payment, the amount and due dates of each installment as fixed by the Association's Board of Directors. Failure to give such notice shall not affect or impair the assessment, but shall postpone its effective date.

E. Amount of Annual Assessments. Annual assessment may be set by the Association's Board of Directors in an amount sufficient to meet the needs of the Association, provided however, that notwithstanding any contrary provision, the annual average common expense assessment of each Tract or Lot, exclusive of any optional user's fees and any insurance premiums paid by the Association, shall never exceed \$400.00 per year, or such higher limit as may be allowed now or hereafter by C.R.S. 38-33.3-116 for homeowner associations which are not subject to said Act; it is hereby provided that these Covenants, Prairie Vista Meadows and the Association will not be subject to the Colorado Common Interest Ownership Act, except for Sections 38-33.3-105, 38-33.3-106, 38-33.3-107, as provided in Section 38-33.3-116; any references herein to said Act are only for the purposes of describing or imposing similar rights and duties and do not make said Act generally applicable hereto. A one time road reserve fee of \$50.00 shall be assessed and paid to the Homeowner's Association upon the first sale of any Lot in a subdivided Tract to be paid by the Purchaser at time of closing.

F. Collection of Assessments.

(1) Personal Liability. Any assessment which is not paid when due shall be delinquent, and the Association may impose a late charge for each month any assessment is delinquent, and may also collect the attorneys fees, costs and expenses of any collection. Additionally, the Association may bring an action at law against any Owner personally obligated to pay any assessment, and, in the event of any lawsuit, the delinquent Owner shall pay all attorneys fees, court costs and any expenses of such lawsuit.

(2) Lien. Additionally, any such unpaid assessment, together with all expenses of collection and attorneys fees, shall be a continuing lien upon the Tract against which such assessment was made. The Association may enforce such lien by filing with the Clerk and Recorder of El Paso County a statement of lien with respect to said Tract, setting forth such information as the Association may deem appropriate. Said lien shall run with the land and shall additionally secure all assessments and expenses which become due after its filing. Said lien may be foreclosed by the Association in the manner provided for foreclosures of mortgages under the laws and statutes of the State of Colorado. All rights and remedies of the Association are cumulative, and foreclosure of the lien shall not prevent a lawsuit against the Owner personally liable therefor whether taken before, after or during such foreclosure. Said lien may be released by recording an appropriate document executed by an officer or agent of the Association. Such lien is in addition to any statutory lien allowed to the Association by law or statute. Said lien shall be superior and prior to any homestead rights or similar exemption now or hereafter provided under state or federal law to any Owner, whose acceptance of a deed to a Tract shall constitute a waiver of such homestead or other rights.

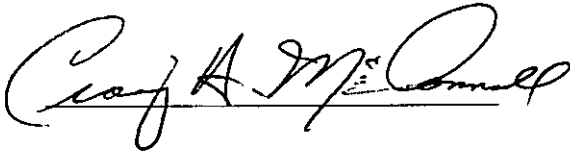
G. Protection of Lenders. The lien for any assessment provided for herein shall be subordinate to the lien of a first mortgage recorded before the delinquent assessment was due. Sale or transfer of any Tract shall not affect the lien for said assessment except that sale or transfer of any Tract pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall extinguish the lien of any assessment which became due prior to any acquisition of title to such Tract by the first mortgagee pursuant to any such sale or transfer, or foreclosure, of any proceeding in lieu thereof including, without limitation, any deed in lieu of foreclosure. No such sale, transfer, foreclosure or any above-described proceeding in lieu thereof, shall relieve any Tract from liability for any assessment becoming due after such acquisition of title, nor from the lien thereof, nor the personal liability of the Owner of such Tract for assessments due during the period of his ownership.

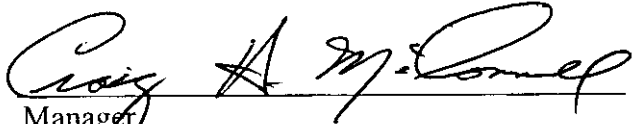
28. Original Declaration. The Original Declaration is hereby amended, superseded and completely replaced by these Covenants.

IN WITNESS WHEREOF, the DECLARANT, PRAIRIE VISTA INVESTMENTS, LLC, a Colorado limited liability company, and the undersigned have hereunto set their hands this 22 day of November, 2004.

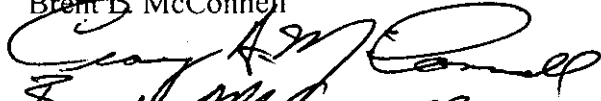
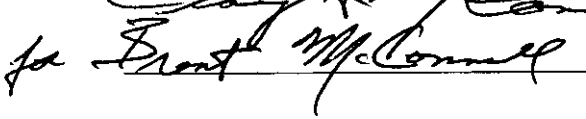
Craig A. McConnell

PRAIRIE VISTA INVESTMENTS, LLC
a Colorado limited liability company



By: 
Its: Manager

Brent B. McConnell

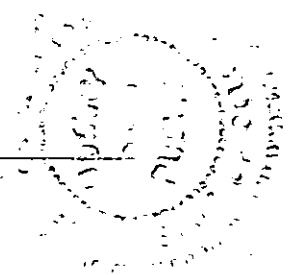

for 

State of Colorado)
) ss.
County of El Paso

The foregoing document was acknowledged by Craig A. McConnell, as Manager of Prairie Vista Investments, LLC, a Colorado limited liability company, this 22nd day of November, 2004.

My Commission expires: 7-01-07

[Signature]
Notary Public

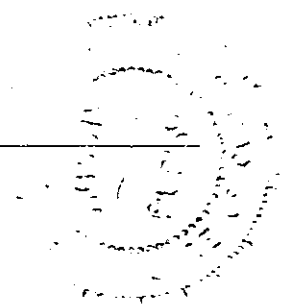


State of Colorado)
) ss.
County of El Paso

The foregoing document was acknowledged by Craig A. McConnell this 22nd day of November, 2004.

My Commission expires: 7-01-07

[Signature]
Notary Public



State of Colorado)
) ss.
County of El Paso

The foregoing document was acknowledged by Craig A. McConnell For: Brent L. McConnell this 22nd day of November, 2004.

My Commission expires: 7-01-07

[Signature]
Notary Public



Exhibit A

That portion of the North Half and of the North Half of the South Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado lying southeasterly of U.S. Highway No. 24, EXCEPT that portion conveyed in Book 3214 at Page 812.

Legal Description: Tract A

That portion of the Northeast Quarter of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Beginning at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1053.67 feet; thence N 8°06'38"W, 1356.01 feet to the intersection of the southeasterly right of way line of United States Highway No. 24 with the north line of said Section 23; thence N 89°23'00"E along said north line 1228.86 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract B

That portion of the North Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1053.67 feet to the Point of Beginning of the parcel to be described; thence S 89°18'45"W, 168.13 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 916.46 feet; thence N 44°04'38"W, 900.00 feet to the southeasterly right of way line of United States Highway No. 24; thence N 45°55'22"E along said right of way line 2041.14 feet to its intersection with the north line of said Section 23; thence S 8°06'38"E, 1356.01 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract C

That portion of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1221.80 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 916.46 feet to the Point of Beginning of the parcel to be described; thence S 45°55'22"W, 418.54 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 77°20'15", a radius of 300.00 feet for an arc length of 404.94 feet; thence S 57°44'32"W, 1078.25 feet to the most easterly corner of that parcel of land described in Book 3214 at Page 812; thence N 44°04'38"W along the northeasterly line of said parcel, 913.38 feet (Deed=900.00 feet) to the most northerly corner thereof, said corner being on the southeasterly right of way line of United States Highway No. 24; thence N 45°55'22"E along said right of way line 1766.63 feet to its intersection with a line that bears N 44°04'38"W from the Point of Beginning; thence S 44°04'38"E, 900.00 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract D

That portion of the North Half of the South Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1221.80 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 1335.00 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 77°20'15", a radius of 300.00 feet for an arc length of 404.94 feet to the Point of Beginning of the parcel to be described; thence southeasterly along a tangential curve concave to the northeast, said curve having a central angle of 59°16'21", a radius of 300.00 feet for an arc length of 310.35 feet; thence N 89°18'45"E, 671.77 feet; thence S 0°41'15"E, 1114.24 feet to the south line of North Half of the South Half of said Section 23; thence S 89°37'24"W along said south line 2570.32 feet to the southeasterly corner of that parcel of land described in Book 3214 at Page 812; thence N 45°55'22"E along the southeasterly line of said parcel, 993.50 feet to the most easterly corner thereof; thence N 57°44'32"E, 1078.25 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract E

That portion of the North Half of the South Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet to the Point of Beginning of the centerline to be described; thence S 89°18'45"W, 1221.80 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 1335.00 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 136°36'37", a radius of 300.00 feet for an arc length of 715.29 feet; thence N 89°18'45"E, tangent to said curve, 671.77 feet to the Point of Beginning of the parcel to be described; thence continuing N 89°18'45"E, 1520.18 feet to the east line of said North Half of the South Half; thence S 0°41'15"E along said east line 1122.48 feet to the southeast corner of said North Half of the South Half; thence S 89°37'24"W along the south line of said North Half of the South Half 1520.20 feet to a point that bears S 0°41'15"E from the Point of Beginning; thence N 0°41'15"W, 1114.24 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract F

That portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet to the Point of Beginning of the parcel to be described; thence S 89°18'45"W, 1053.67 feet; thence S 0°41'15"E, 1517.09 feet; thence N 89°18'45"E, 1053.67 feet to the east line of said East Half; thence N 0°41'15"W along said east line 1517.09 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract G

That portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1053.67 feet to the Point of Beginning of the parcel to be described; thence continue S 89°18'45"W, 168.13 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 1335.00 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 136°36'37", a radius of 300.00 feet for an arc length of 715.29 feet; thence N 89°18'45"E, tangent to said curve, 1138.28 feet to the intersection with a line that bears S 0°41'15"E from the Point of Beginning; thence N 0°41'15"W, 1517.09 feet to the Point of Beginning.

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

Exhibit B
56 pages

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE UPPER BLACK SQUIRREL CREEK
DESIGNATED GROUND WATER BASIN

APPLICANT: NOREEN McCONNELL, CRAIG McCONNELL AND BRENT McCONNELL

AQUIFER: DENVER

DETERMINATION NO.: 489-BD

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Noreen McConnell, Craig McConnell and Brent McConnell (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Denver Aquifer.

FINDINGS

1. The application was received complete by the Colorado Ground Water Commission on October 17, 2003.
2. The applicant requests a determination of rights to designated ground water in the Denver Aquifer (hereinafter "aquifer") underlying 148 acres, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated October 15, 2003, the applicant owns the 148 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, livestock watering, irrigation, commercial, industrial, and replacement supply. The applicant's proposed place of use of the allocated ground water is the above described 148 acre land area.
6. The quantity of water in the aquifer underlying the 148 acres of land claimed by the applicant is 5,032 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:
 - a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 17 percent.

- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 200 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
 8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 148 acres of overlying land claimed by the applicant is 50.3 acre-feet.
 9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
 10. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the 148 acres of land claimed by the applicant will, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is considered to be not-nontributary ground water. Also, the location of the land claimed by the applicant is farther than one mile from the aquifer contact with the alluvium. The Designated Basin Rules require that at least four percent (4%) of the amount of water withdrawn annually must be returned to the uppermost aquifer in the vicinity of the permitted point or points of withdrawal.
 11. In accordance with Rule 5.3.2.4 of the Designated Basin Rules, the maximum average annual amount of ground water available for allocation from the aquifer underlying the 148 acres of land claimed by the applicant is reduced to 48.3 acre-feet to allow for the annual withdrawal of two small capacity wells which are completed in the aquifer, permit numbers 244099 and 246940. Except for these wells, review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
 12. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
 13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.

14. On February 3, 2004, in accordance with Rule 9.1 of the Designated Basin Rules, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received.
15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Gazette newspaper on February 12 and 19, 2004.
17. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
18. In order to prevent unreasonable impairment to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Denver Aquifer underlying 148 acres of land, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

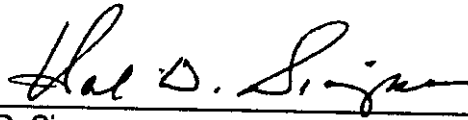
19. The allocated average annual amount of ground water to be withdrawn from the aquifer shall not exceed 48.3 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
20. To conform to actual aquifer characteristics, the Commission may adjust the allocated average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
21. At least four percent (4%) of the amount of water withdrawn annually must be returned to the uppermost aquifer in the vicinity of the permitted point or points of withdrawal.

22. The use of ground water from this allocation shall be limited to the following uses: domestic, livestock watering, irrigation, commercial, industrial, and replacement supply. The place of use shall be limited to the above described 148 acre land area.
23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 148 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
 - a. The wells shall be located on the above described 148 acre overlying land area.
 - b. The wells must be constructed to withdraw water from only the Denver Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, and, except for the wells permitted under this determination, must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
 - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
 - f. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.
 - g. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.

Applicant: Noreen McConnell, Craig McConnell and Brent McConnell
Denver Aquifer
Determination No.: 489-BD

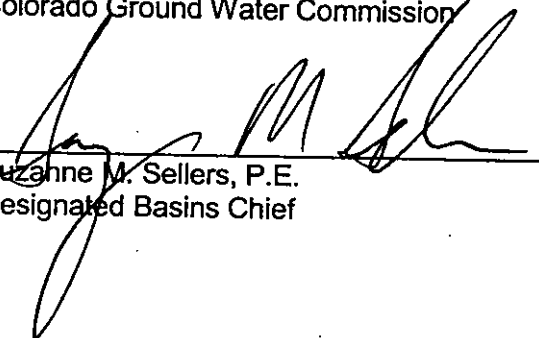
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county – in which the claimed overlying land is located - so that a title examination of the above described 148 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Dated this 6th day of May, 2004.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By:



Suzanne M. Sellers, P.E.
Designated Basins Chief

Prepared by: EBT

FIND-98-04

RECEIVED

OCT 17 2003

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

WATER RESOURCES
STATE ENGINEER
COLO.

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (we) Craig McConnell, Noreen McConnell and Brent L McConnell

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 148 acres in the County of El Paso, State of Colorado:

See Attached Legal Descriptions, map and deeds

and, that the ground water sought to be withdrawn from the Denver aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to it's withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Brent McConnell	<u>Brent McConnell</u>	<u>OCT. 15, 2003</u>
	(Signature)	(Date)
	<u>Craig McConnell</u>	<u>10-15-03</u>
	(Signature)	(Date)
Noreen McConnell	<u>Noreen McConnell</u>	<u>10/15/03</u>
	(Signature)	(Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

RECEIVED

Exhibit B

OCT 17 2003

Legal Description Parcel No. 4223000001

WATER RESOURCES
STATE ENGINEER
COLO

TR IN NE4, SEC 23-12-64 DESC AS FOLS: BEG AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1053.67 FT, N 08<06'38" W 1356.01 FT TO INTERSEC SELY R/W LN OF US HWY 24 WITH N LN OF SD SEC 23, TH N 89<23'00" E ALG SD N LN 1228.86 FT TO POB TOG WITH EASEMENT BY REC 202136351. CONTAINING 35.2 AC.

Legal Description Parcel No. 4223000020

TR IN N2 SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23, 1343.13 FT, S 89<18'45" W 1053.67 FT FOR POB, TH S 89<18'45" W 168.13 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", S 45<55'22" W TANG TO SD CUR 916.46 FT, N 44<04'38" W 900.00 FT TO SELY R/W LN OF US HWY 24, N 45<55'22" E ALG SO R/W LN 2041.14 FT TO ITS INTSEC WITH N LN OF SD SEC 23, TH S 08<06'38" E 1356.01 FT TO POB, TOG WITH EASEMENT BY REC #202139613. CONTAINING 36.3 ACRES

Legal Description Parcel No. 4223000021

TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SO SEC 23; TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1221.80 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE SD CUR HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", TH S 45<55'22" W TANG TO SD CUR 916.46 FT FOR POB, TH CONT S 45<55'22" W 418.56 FT, TH SWLY, SLY, & SELY ALG A TANGENTIAL CUR CONCAVE TO E HAVING A AD OF 300.00 FT AN ARC DIST OF 404.94 FT A C/A OF 77<20'15", S 57<44'32" W 1078.25 FT, N 43<22'02" W 900.00 FT TO A PT ON SLY R/W LN OF HWY 24 TH NELY ALG SD SLY R/W LN OF HWY 24 1831.08 FT M/L TO NW COR OF A TRACT CONV BY REC # 202139613, TH S 44<04'38" E 900.00 FT TO POB. CONTAINING 40.9 ACRES

Legal Description Parcel 4223000024

TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23: TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT FOR POB, TH S 89<18'45" W 1053.87 FT, S 00<41'15" E 1517.09 FT, N 89<18'45" E 1053.67 FT TO E LN OF SD SEC, TH NLY ALG SD E LN TO POB. CONTAINING 35.8 ACRES

Source: El Paso County Records

EXHIBIT A

Page 2 of 9

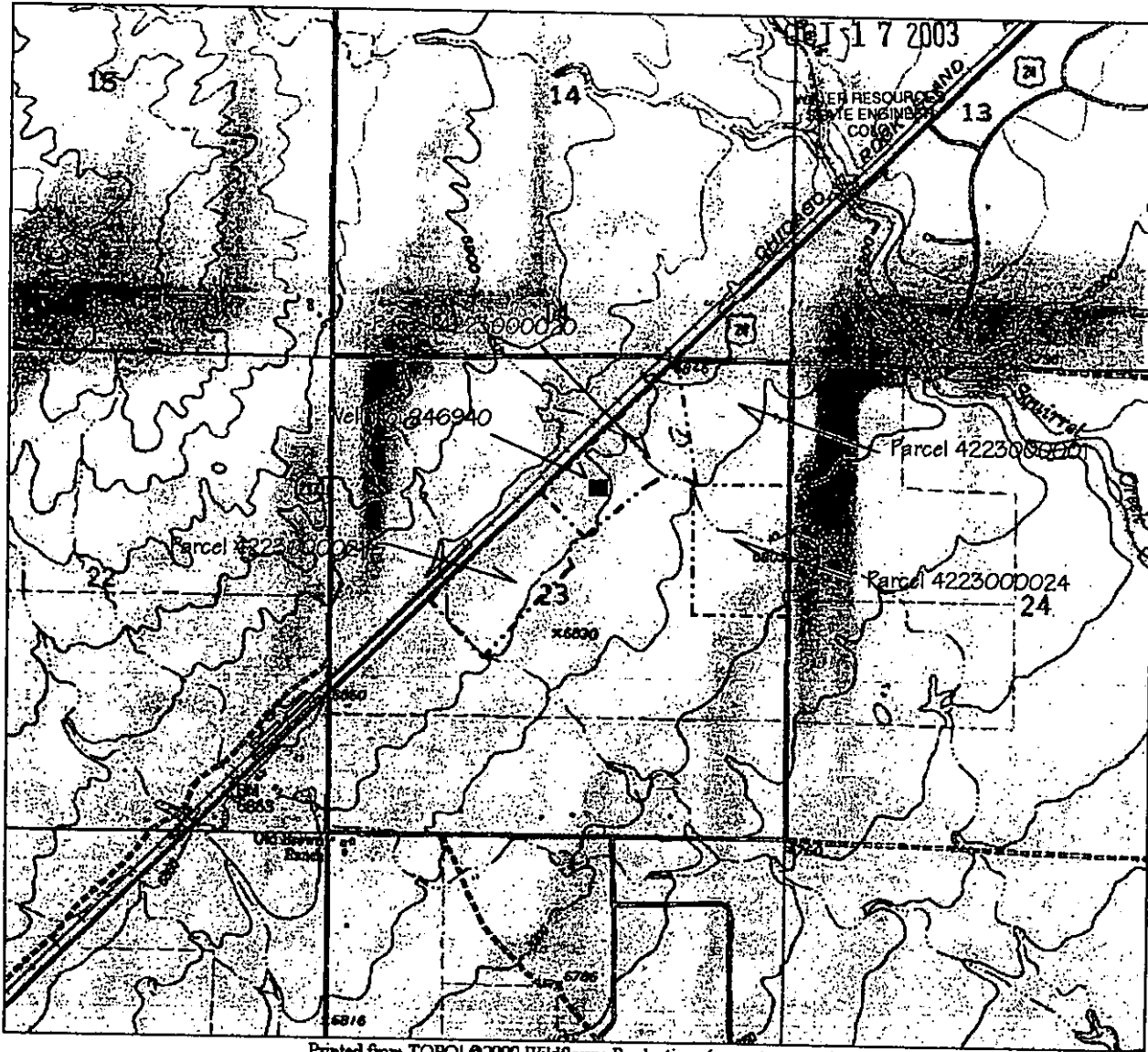
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JUL 17 2003

WATER RESOURCES AND
SITE ENGINEERING
CONSULTANTS

T 12 S



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■ Well

EXHIBIT A

Page 3 of 9



Scale 1" = 2000'

Location Map

Wm Curtis Wells & Co.
consulting ground water geologists

Figure 1

OCT 17 2003 / roch

EXHIBIT A

Page 4 of 9

WATER RESOURCES
STATE ENGINEER
COLO.

WARRANTY DEED

FILING STAMP

ED73506A02
\$25.22
\$11.00

THIS DEED, Made this _____ day of _____
between Anderson Homes, Inc., A Colorado Corporation

a corporation duly organized and existing under and by virtue of the laws of the
State of Colorado, of the first part, and Noreen K.
McConnell and Craig McConnell

whose legal address is 80831

of the County of El Paso, and State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO HUNDRED FIFTY
TWO THOUSAND TWO HUNDRED FORTY NINE AND NO/100-----

----- DOLLARS, (\$252,249.00).

to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted,
bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties of the second
part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such
survivor forever, all the following described lot(s) or parcel(s) of land, situate, lying and being in the County of El
Paso, and State of Colorado, to wit:

Parcel A: (AKA Tract B)

That portion of the North half of Section 23, Township 12 South, Range 64
West, El Paso County, Colorado described as follows:

--Continued--

is described by street and number as

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of
the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said party of the first
part, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the said parties of the second
part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the enacting and delivery
of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but
not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the
Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated
August 4, 2002, between the parties.

and the above-bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them,
their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the
whole or any part thereof, shall and will WARRANT AND FOREVER DEFEND.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its
Secretary, and its corporate seal to be hereunto affixed, attested by its
the day and year first above written.

Anderson Homes, Inc.,
STATE OF COLORADO
COUNTY OF EL PASO } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, by
Anderson Homes, Inc., A Colorado Corporation

My Commission expires:
Witness my hand and official seal.

Notary Public

DESCRIBED; THENCE S89 18'45"W, 1221.80 FEET, THENCE SOUTHWESTERLY ALONG A
CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A
RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT
TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG
A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF
136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE
N89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND
SAID CENTERLINE THERE TERMINATING.

Exhibits

EXHIBIT A

Page 5 of 9

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OCT 17 2003

WATER RESOURCES
STATE ENGINEER
COLO.

EXH. 6. + B

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 1 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 916.46 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S45 55'22"W, 418.54 FEET; THENCE SOUTHWESTERLY SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 77 20'15", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 104.94 FEET; THENCE S57 44'23"W, 1078.25 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3214 AT PAGE 812; THENCE N44 04'38"W ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, 913.38 FEET (DEED EQUALS 900.00 FEET) TO THE MOST SOUTHERLY CORNER THEREOF, SAID CORNER BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY NO. 24; THENCE N45 55'22"E ALONG SAID RIGHT OF WAY LINE 1766.63 FEET TO ITS INTERSECTION WITH A LINE THAT BEARS N44 04'38"W FROM THE POINT OF BEGINNING; THENCE S44 04'38"E, 900.00 FEET TO THE POINT OF BEGINNING.

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PARCEL B:

WATER RESOURCES
STATE ENGINEER
COLORADO

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL A ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE S89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND SAID CENTERLINE THERE TERMINATING.

EXHIBIT A

Page 6 of 9

PARCEL C: (TRACT F)

THAT PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S89 18'45"W, 1053.67 FEET; THENCE S0 41'15"E, 1517.09 FEET; THENCE S89 18'45"E, 1053.67 FEET TO THE EAST LINE OF SAID EAST HALF; THENCE N0 41'15"W, ALONG SAID EAST LINE, 1517.09 FEET TO THE POINT OF BEGINNING.

PARCEL D:

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL C ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE

Exhibit B

D.F. 18.70

WARRANTY DEED

RECEIVED

OCT 17 2003

KNOW ALL MEN BY THESE PRESENTS, That

PRAIRIE VISTA MEADOWS, LLC, A COLORADO LIMITED LIABILITY COMPANY

WATER RESOURCES
STATE ENGINEER
COLO.

of the County of EL PASO and State of COLORADO, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to

CRAIG A. MCCONNELL AND BRENT L. MCCONNELL

~~666666/666666~~ of the County of EL PASO and State of COLORADO whose legal address is the following Real Property situate in the County of EL PASO and State of Colorado, (Assessor's Schedule Number 42230-00-002) to wit:

PARCEL A: (TRACT C)

THAT PORTION OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.
*****CONTINUED**

with all its appurtenances and warrant(s) the title to the same, subject to covenants, easements, reservations, restrictions and rights of way of record, if any. taxes for the current year and subsequent years.

Signed and Delivered this 3RD day of SEPTEMBER, 2003.

W. Tracy Lee
BY: W. TRACY LEE, MANAGER

Deborah L. Elliott
BY: DEBORAH L. ELLIOTT, MANAGER

STATE OF COLORADO)
COUNTY OF EL PASO) SS:

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 2003, by DEBORAH L. ELLIOTT AND W. TRACY LEE AS MANAGERS OF PRAIRIE VISTA MEADOWS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal.
My Commission expires



Liz Berkeley
NOTARY PUBLIC

0000186638N

My Commission Expires 6/27/2006

EXHIBIT A
Page 7 of 9

EXHIBIT A

Page 8 of 9

Exhibit B

I hereby certify this to be a true and exact copy of the original document.

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OCT 17 2003

STATE OF COLORADO

WARRANTY DEED

THIS DEED, Made this 14th day of October, 2003, between Howard L. Slack and Janice G. Slack

EO97826A03 \$26.46 DF \$11.00

of the County of El Paso and State of Colorado grantor, and Brent L. McConnell

whose legal address is 912 Markue Du Fort Colours Co. 80524

of the County of El Paso and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of TWO HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY AND NO/100

---DOLLARS, (\$264,550.00)

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

That portion of the Northeast Quarter of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Beginning at the Northeast Corner of said Section 23, said point being a 3 1/4

--Continued--

also known by street and number as 16765 Scott Road, Peyton, CO 80831

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated August 29, 2003, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Howard L. Slack
Howard L. Slack

Janice G. Slack
Janice G. Slack

STATE OF COLORADO }
COUNTY OF EL PASO } ss.

The foregoing instrument was acknowledged before me this 14th day of October, 2003 by Howard L. Slack and Janice G. Slack

My Commission expires:

MICHELLE WEBB
NOTARY PUBLIC
STATE OF COLORADO

Witness my hand and official seal.

Notary Public

My Commission Expires 03-24-05

Exhibit B

16765 Scott Road

CONTINUATION OF LEGAL DESCRIPTION TO DEED DATED
October 14, 2003

RECEIVED

OCT 17 2003

WATER RESOURCES
STATE ENGINEER
COLO

inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet; thence South 89 degrees 18 minutes 45 seconds West, 1053.67 feet; thence North 8 degrees 06 minutes 38 seconds West, 1356.01 feet to the intersection of the Southeasterly right of way line of United States Highway No. 24 with the North line of said Section 23; thence North 89 degrees 23 minutes 00 seconds East along said North Line 1228.86 feet to the point of beginning.

Together with a 60 foot wide easement for ingress, egress and utilities over, under and across a portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado.

The Centerline of said Easement is described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Commencing at the Northeast Corner of said Section 23, said point being a 3 1/4 inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet to the point of beginning of the Centerline to be described;

thence South 89 degrees 18 minutes 45 seconds West, 1221.80 feet; thence Southwesterly along a Tangential Curve Concave to the Southeast, said Curve having a Central Angle of 43 degrees 23 minutes 23 seconds, a Radius of 300.00 feet for an arc length of 227.19 feet; thence South 45 degrees 55 minutes 22 seconds West, Tangent to said Curve, 1335.00 feet; thence Southwesterly, Southerly and Southeasterly along a Tangential Curve Concave to the East, said Curve having a Central Angle of 136 degrees 36 minutes 37 seconds, a Radius of 300.00 feet for an arc length of 715.29 feet; thence North 89 degrees 18 minutes 45 seconds East, Tangent to said Curve, 2191.95 feet to said East Line of Section 23 and said Centerline there terminating.

EXHIBIT A

County of El Paso, State of Colorado

Page 9 of 9

**COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER**

Exhibit B

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO ALLOW THE WITHDRAWAL OF GROUND WATER IN THE UPPER BLACK SQUIRREL CREEK DESIGNATED GROUND WATER BASIN

APPLICANT: NOREEN McCONNELL, CRAIG McCONNELL AND BRENT McCONNELL

AQUIFER: DAWSON

DETERMINATION NO.: 490-BD

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Noreen McConnell, Craig McConnell and Brent McConnell (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Dawson Aquifer.

FINDINGS

1. The application was received complete by the Colorado Ground Water Commission on October 17, 2003.
2. The applicant requests a determination of rights to designated ground water in the Dawson Aquifer (hereinafter "aquifer") underlying 148 acres, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated October 15, 2003, the applicant owns the 148 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, livestock watering, irrigation, commercial, industrial, and replacement supply. The applicant's proposed place of use of the allocated ground water is the above described 148 acre land area.
6. The quantity of water in the aquifer underlying the 148 acres of land claimed by the applicant is 2,220 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:
 - a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 20 percent.

- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 75 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
 8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 148 acres of overlying land claimed by the applicant is 22.2 acre-feet.
 9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
 10. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the 148 acres of land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
 11. A review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
 12. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
 13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
 14. On February 3, 2004, in accordance with Rule 9.1 of the Designated Basin Rules, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received.

15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Gazette newspaper on February 12 and 19, 2004.
17. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
18. In order to prevent unreasonable impairment to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Dawson Aquifer underlying 148 acres of land, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

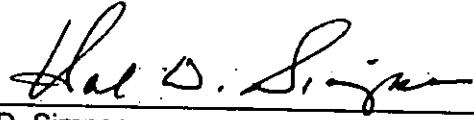
19. The allocated average annual amount of ground water to be withdrawn from the aquifer shall not exceed 22.2 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
20. To conform to actual aquifer characteristics, the Commission may adjust the allocated average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following uses: domestic, livestock watering, irrigation, commercial, industrial and replacement supply. The place of use shall be limited to the above described 148 acre land area.
23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any

portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 148 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.

24. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
- a. The wells shall be located on the above described 148 acre overlying land area.
 - b. The wells must be constructed to withdraw water from only the Dawson Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, and, except for the wells permitted under this determination, must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
 - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
 - f. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.
 - g. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county - in which the claimed overlying land is located - so that a title examination of the above described 148 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Applicant: Noreen McConnell, Craig McConnell and Brent McConnell
Dawson Aquifer
Determination No.: 490-BD

Dated this 6th day of May, 2004.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By:



Suzanne M. Sellers, P.E.
Designated Basins Chief

Prepared by: EBT.

FIND-99-04.

OCT 17 2003

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

WATER RESOURCES
STATE ENGINEER
COLO.

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (we) Craig McConnell, Noreen McConnell and Brent L McConnell

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 148 acres in the County of El Paso, State of Colorado:

See Attached Legal Descriptions, map and deeds

and, that the ground water sought to be withdrawn from the Dawson aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to it's withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Craig McConnell [Signature] OCT 15, 2003
(Signature) (Date)

CA McConnell [Signature] 10-15-03
(Signature) (Date)

Noreen McConnell

Noreen McConnell [Signature] 10/15/03
(Signature) (Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

Exhibit B

RECEIVED

OCT 17 2003

Legal Description Parcel No. 4223000001

WATER RESOURCES
STATE ENGINEER

TR IN NE4, SEC 23-12-64 DESC AS FOLS: BEG AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1053.67 FT, N 08<06'38" W 1356.01 FT TO INTERSEC SELY R/W LN OF US HWY 24 WITH N LN OF SD SEC 23, TH N 89<23'00" E ALG SD N LN 1228.86 FT TO POB TOG WITH EASEMENT BY REC 202136351. CONTAINING 35.2 AC.

Legal Description Parcel No. 4223000020

TR IN N2 SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23, 1343.13 FT, S 89<18'45" W 1053.67 FT FOR POB, TH S 89<18'45" W 168.13 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", S 45<55'22" W TANG TO SD CUR 916.46 FT, N 44<04'38" W 900.00 FT TO SELY R/W LN OF US HWY 24, N 45<55'22" E ALG SO R/W LN 2041.14 FT TO ITS INTSEC WITH N LN OF SD SEC 23, TH S 08<06'38" E 1356.01 FT TO POB, TOG WITH EASEMENT BY REC #202139613. CONTAINING 36.3 ACRES

Legal Description Parcel No. 4223000021

TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SO SEC 23; TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1221.80 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE SD CUR HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", TH S 45<55'22" W TANG TO SD CUR 916.46 FT FOR POB, TH CONT S 45<55'22" W 418.56 FT, TH SWLY, SLY, & SELY ALG A TANGENTIAL CUR CONCAVE TO E HAVING A AD OF 300.00 FT AN ARC DIST OF 404.94 FT A C/A OF 77<20'15", S 57<44'32" W 1078.25 FT, N 43<22'02" W 900.00 FT TO A PT ON SLY R/W LN OF HWY 24 TH NELY ALG SD SLY R/W LN OF HWY 24 1831.08 FT M/L TO NW COR OF A TRACT CONV BY REC # 202139613, TH S 44<04'38" E 900.00 FT TO POB. CONTAINING 40.9 ACRES

Legal Description Parcel 4223000024

TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23: TH S 00<14'15" E ALG E LN OF SD SEC 23 1343.13 FT FOR POB, TH S 89<18'45" W 1053.87 FT, S 00<41'15" E 1517.09 FT, N 89<18'45" E 1053.67 FT TO E LN OF SD SEC, TH NLY ALG SD E LN TO POB. CONTAINING 35.8 ACRES

Source: El Paso County Records

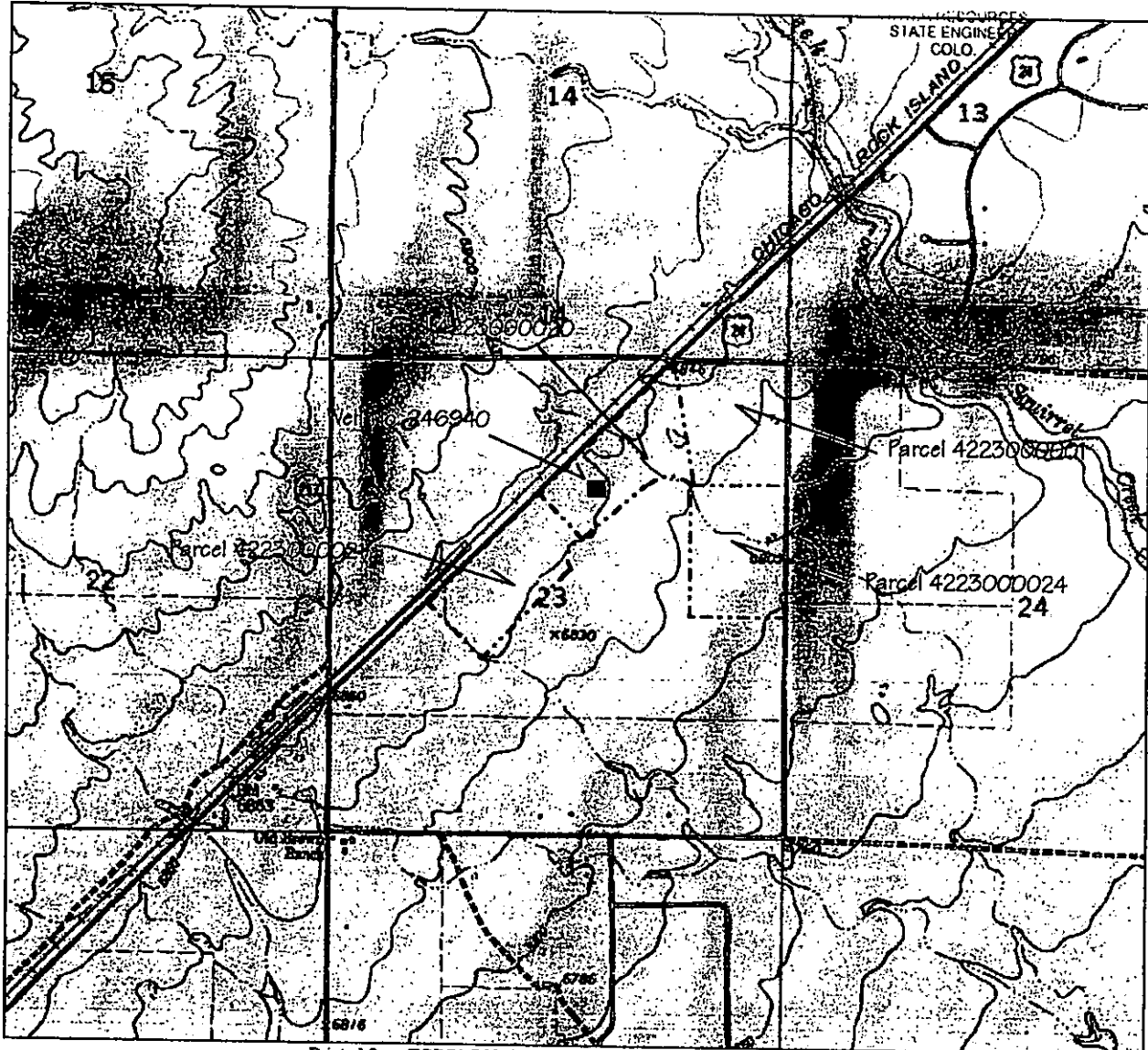
EXHIBIT A

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R 64 W

OCT 17 2003

T 12 S



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■ Well

EXHIBIT A

Page 3 of 9

Location Map

Wm Curtis Wells & Co.
consulting ground water geologists

N

Scale 1" = 2000'

Figure 1

Exhibit B

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1/10/03

EXHIBIT A

Page 4 of 9

WATER RESOURCES
STATE ENGINEER
COLO.

WARRANTY DEED

FILING STAMP

ED93506A02
\$ 25.22
\$ 11.00

THIS DEED, Made this _____ day of _____
between Anderson Homes, Inc., A Colorado Corporation

a corporation duly organized and existing under and by virtue of the laws of the
State of Colorado _____ of the first part, and Noreen K.
McCormell and Craig McCormell

whose principal address is 80831

of the County of El Paso _____ and State of Colorado _____, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO HUNDRED FIFTY
TWO THOUSAND TWO HUNDRED FORTY NINE AND NO/100-----

----- DOLLARS, (\$252,249.00)

to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted,
bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties of the
second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such
survivor forever, all the following described lot(s) or parcel(s) of land, situate, lying and being in the County of El
Paso _____ and State of Colorado, to wit:

Parcel A: (AKA Tract B)

That portion of the North half of Section 23, Township 12 South, Range 64
West, El Paso County, Colorado described as follows:

--Continued--

also known by street address as

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of
the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said party of the first
part, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the said parties of the second
part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the executing and delivery
of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but
not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the
Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated
August 4, 2002, between the parties.

and the above-bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them,
their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the
whole or any part thereof, shall and will WARRANT AND FOREVER DEPEND.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its
Secretary _____, and its corporate seal to be hereunto affixed, attested by its
the day and year first above written.

Anderson Homes, Inc.,
STATE OF COLORADO
COUNTY OF EL PASO

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, by
Anderson Homes, Inc., A Colorado Corporation

My Commission expires:
Witness my hand and official seal.

Notary Public

DESCRIBED; THENCE S89 18'45"W, 1221.00 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE N89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND SAID CENTERLINE THERE TERMINATING.

EXHIBIT A

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OCT 17 2003

WATER RESOURCES
STATE ENGINEER
COLO.

Exhibit B

WARRANTY DEED
LEGAL DESCRIPTION CONTINUED

Exhibit B

RECEIVED
OCT 17 2003

WALTER H. GUNDEL
STATE ENGINEER
COL.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 1 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 916.46 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S45 55'22"W, 418.54 FEET; THENCE SOUTHWESTERLY SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 77 20'15", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 104.94 FEET; THENCE S57 44'23"W, 1078.25 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3214 AT PAGE 812; THENCE N44 04'38"W ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, 913.38 FEET (DEED EQUALS 900.00 FEET) TO THE MOST NORTHERLY CORNER THEREOF, SAID CORNER BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY NO. 24; THENCE N45 55'22"E ALONG SAID RIGHT OF WAY LINE 1766.63 FEET TO ITS INTERSECTION WITH A LINE THAT BEARS N44 04'38"W FROM THE POINT OF BEGINNING; THENCE S44 04'38"E, 900.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL A ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE S89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND SAID CENTERLINE THERE TERMINATING.

PARCEL C: (TRACT F)

THAT PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S89 18'45"W, 1053.67 FEET; THENCE S0 41'15"E, 1517.09 FEET; THENCE S89 18'45"E, 1053.67 FEET TO THE EAST LINE OF SAID EAST HALF; THENCE N0 41'15"W, ALONG SAID EAST LINE, 1517.09 FEET TO THE POINT OF BEGINNING.

PARCEL D:

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL C ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE

EXHIBIT A
Page 6 of 9

Exhibit B

WARRANTY DEED

D.F. 18.70
RECEIVED

OCT 17 2003

KNOW ALL MEN BY THESE PRESENTS, That

PRAIRIE VISTA MEADOWS, LLC, A COLORADO LIMITED LIABILITY COMPANY

WATER RESOURCES
STATE ENGINEER
COLO.

of the County of EL PASO and State of COLORADO, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to

CRAIG A. MCCONNELL AND BRENT L. MCCONNELL

~~Whose legal address is~~ of the County of EL PASO and State of COLORADO whose legal address is the following Real Property situated in the County of EL PASO and State of Colorado. (Assessor's Schedule Number 42230-00-002) to wit:

PARCEL A: (TRACT) C122

THAT PORTION OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.
*****CONTINUED**

with all its appurtenances and warrant(s) the title to the same, subject to covenants, easements, reservations, restrictions and rights of way of record, if any. taxes for the current year and subsequent years.

Signed and Delivered this 3RD day of SEPTEMBER, 2003.

W. Tracy Lee
BY: W. TRACY LEE, MANAGER

Deborah L. Elliott
BY: DEBORAH L. ELLIOTT, MANAGER

STATE OF COLORADO)
) SS:
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 2003, by DEBORAH L. ELLIOTT AND W. TRACY LEE AS MANAGERS OF PRAIRIE VISTA MEADOWS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal.
My Commission expires



Rysz Berkef
Notary Public

0000186638N
My Commission Expires 07/27/2005

EXHIBIT A
Page 7 of 9

EXHIBIT A

Page 8 of 9

OCT 17 2003

Exhibit B

I hereby certify this to be a true and exact copy of the original document.

WARRANTY DEED

THIS DEED, Made this 14th day of October, 2003, between Howard L. Slack and Janice G. Slack

EO97826A03
\$26.46 DF
\$11.00

of the County of El Paso and State of Colorado
grantor, and Brent L. McConnell

whose legal address is 112 Maple Dr Fort Collins, Co. 80524
~~892-B County Road 8, Berthoud, CO 80513~~

of the County of El Paso and State of Colorado, grantee:
WITNESSETH, That the grantor, for and in consideration of the sum of TWO HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY AND NO/100

-----DOLLARS, (\$264,550.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, and State of Colorado, described as follows:

That portion of the Northeast Quarter of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Beginning at the Northeast Corner of said Section 23, said point being a 3 1/4
--Continued--

also known by street and number as 16765 Scott Road, Peyton, CO 80831

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated August 29, 2003, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Howard L. Slack
Howard L. Slack

Janice G. Slack
Janice G. Slack

STATE OF COLORADO }
COUNTY OF EL PASO } ss.

The foregoing instrument was acknowledged before me this 14th day of October, 2003 by Howard L. Slack and Janice G. Slack

My Commission expires:

MICHELLE WEBB
NOTARY PUBLIC
STATE OF COLORADO

Witness my hand and official seal.

Michelle Webb
Notary Public

My Commission Expires 03-24-05

EXHIBIT A

Exhibit B

16765 Scott Road

CONTINUATION OF LEGAL DESCRIPTION TO DEED DATED
October 14, 2003

RECEIVED
OCT 17 2003
WARRANTY DEPARTMENT
STATE OF COLORADO
CGD

inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet; thence South 89 degrees 18 minutes 45 seconds West, 1053.67 feet; thence North 8 degrees 06 minutes 38 seconds West, 1356.01 feet to the intersection of the southeasterly right of way line of United States Highway No. 24 with the North line of said Section 23; thence North 89 degrees 23 minutes 00 seconds East along said North Line 1228.86 feet to the point of beginning.

Together with a 60 foot wide easement for ingress, egress and utilities over, under and across a portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado.

The Centerline of said Easement is described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Commencing at the Northeast Corner of said Section 23, said point being a 3/4 inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet to the point of beginning of the Centerline to be described;

thence South 89 degrees 18 minutes 45 seconds West, 1221.80 feet; thence Southwesterly along a Tangential Curve Concave to the Southeast, said Curve having a Central Angle of 43 degrees 23 minutes 23 seconds, a Radius of 300.00 feet for an arc length of 227.19 feet; thence South 45 degrees 55 minutes 22 seconds West, Tangent to said Curve, 1335.00 feet; thence Southwesterly, Southerly and Southeasterly along a Tangential Curve Concave to the East, said Curve having a Central Angle of 136 degrees 36 minutes 37 seconds, a Radius of 300.00 feet for an arc length of 715.29 feet; thence North 89 degrees 18 minutes 45 seconds East, Tangent to said Curve, 2191.95 feet to said East Line of Section 23 and said Centerline there terminating,

County of El Paso, State of Colorado

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

Exhibit B

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO ALLOW THE WITHDRAWAL OF GROUND WATER IN THE UPPER BLACK SQUIRREL CREEK DESIGNATED GROUND WATER BASIN

APPLICANT: NOREEN McCONNELL, CRAIG McCONNELL AND BRENT McCONNELL

AQUIFER: LARAMIE-FOX HILLS

DETERMINATION NO.: 487-BD

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Noreen McConnell, Craig McConnell and Brent McConnell (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Laramie-Fox Hills Aquifer.

FINDINGS

1. The application was received complete by the Colorado Ground Water Commission on October 17, 2003.
2. The applicant requests a determination of rights to designated ground water in the Laramie-Fox Hills Aquifer (hereinafter "aquifer") underlying 148 acres, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated October 15, 2003, the applicant owns the 148 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, livestock watering, irrigation, commercial, industrial, and replacement supply. The applicant's proposed place of use of the allocated ground water is the above described 148 acre land area.
6. The quantity of water in the aquifer underlying the 148 acres of land claimed by the applicant is 4,440 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:
 - a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 15 percent.

- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 200 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 148 acres of overlying land claimed by the applicant is 44.4 acre-feet.
9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
10. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the 148 acres of land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
11. A review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
12. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
14. On February 3, 2004, in accordance with Rule 9.1 of the Designated Basin Rules, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received.

15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Gazette newspaper on February 12 and 19, 2004.
17. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
18. In order to prevent unreasonable impairment to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Laramie-Fox Hills Aquifer underlying 148 acres of land, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

19. The allocated average annual amount of ground water to be withdrawn from the aquifer shall not exceed 44.4 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
20. To conform to actual aquifer characteristics, the Commission may adjust the allocated average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following uses: domestic, livestock watering, irrigation, commercial, industrial, and replacement supply. The place of use shall be limited to the above described 148 acre land area.

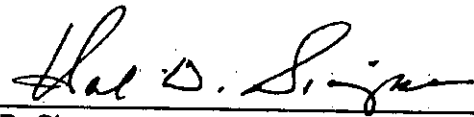
23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 148 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
 - a. The wells shall be located on the above described 148 acre overlying land area.
 - b. The wells must be constructed to withdraw water from only the Laramie-Fox Hills Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, and, except for those wells permitted under this determination, must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
 - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
 - f. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.
 - g. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county - in which the claimed overlying land is located - so that a title examination of the above described 148 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Exhibit B

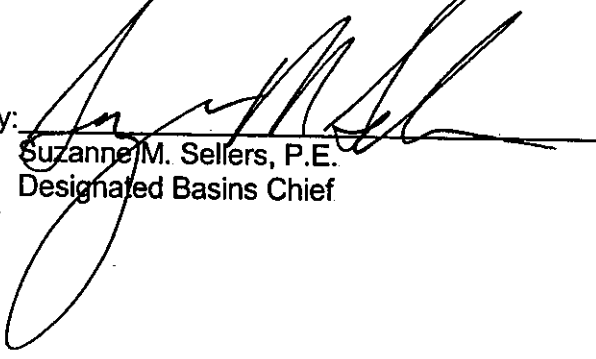
Applicant: Noreen McConnell, Craig McConnell and Brent McConnell
Laramie-Fox Hills Aquifer
Determination No.: 487-BD

Page 5

Dated this 6th day of May, 2004.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: 
Suzanne M. Sellers, P.E.
Designated Basins Chief

Prepared by: EBT

FIND-96-04

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

RECEIVED

OCT 17 2003

WATER RESOURCES
STATE ENGINEER
COLO.

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (we) Craig McConnell, Noreen McConnell and Brent L McConnell

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 148 acres in the County of El Paso, State of Colorado:

See Attached Legal Descriptions, map and deeds

and, that the ground water sought to be withdrawn from the Laramie Fox Hills aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to it's withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge

	<u>Brent McConnell</u>	<u>Oct. 15 2003</u>
	(Signature)	(Date)
<u>Craig McConnell</u>	<u>Craig McConnell</u>	<u>10-15-03</u>
	(Signature)	(Date)
<u>Noreen McConnell</u>	<u>Noreen McConnell</u>	<u>10/15/03</u>
	(Signature)	(Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

OCT 17 2003

Legal Description Parcel No. 4223000001WATER RESOURCES
STATE ENGINEER
COLO.

TR IN NE4, SEC 23-12-64 DESC AS FOLS: BEG AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1053.67 FT, N 08<06'38" W 1356.01 FT TO INTERSEC SELY R/W LN OF US HWY 24 WITH N LN OF SD SEC 23, TH N 89<23'00" E ALG SD N LN 1228.86 FT TO POB TOG WITH EASEMENT BY REC 202136351. CONTAINING 35.2 AC.

Legal Description Parcel No. 4223000020

TR IN N2 SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23, 1343.13 FT, S 89<18'45" W 1053.67 FT FOR POB, TH S 89<18'45" W 168.13 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", S 45<55'22" W TANG TO SD CUR 916.46 FT, N 44<04'38" W 900.00 FT TO SELY R/W LN OF US HWY 24, N 45<55'22" E ALG SO R/W LN 2041.14 FT TO ITS INTSEC WITH N LN OF SD SEC 23, TH S 08<06'38" E 1356.01 FT TO POB, TOG WITH EASEMENT BY REC #202139613. CONTAINING 36.3 ACRES

Legal Description Parcel No. 4223000021

TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SO SEC 23; TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1221.80 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE SD CUR HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", TH S 45<55'22" W TANG TO SD CUR 916.46 FT FOR POB, TH CONT S 45<55'22" W 418.56 FT, TH SWLY, SLY, & SELY ALG A TANGENTIAL CUR CONCAVE TO E HAVING A AD OF 300.00 FT AN ARC DIST OF 404.94 FT A C/A OF 77<20'15", S 57<44'32" W 1078.25 FT, N 43<22'02" W 900.00 FT TO A PT ON SLY R/W LN OF HWY 24 TH NELY ALG SD SLY R/W LN OF HWY 24 1831.08 FT M/L TO NW COR OF A TRACT CONV BY REC # 202139613, TH S 44<04'38" E 900.00 FT TO POB. CONTAINING 40.9 ACRES

Legal Description Parcel 4223000024

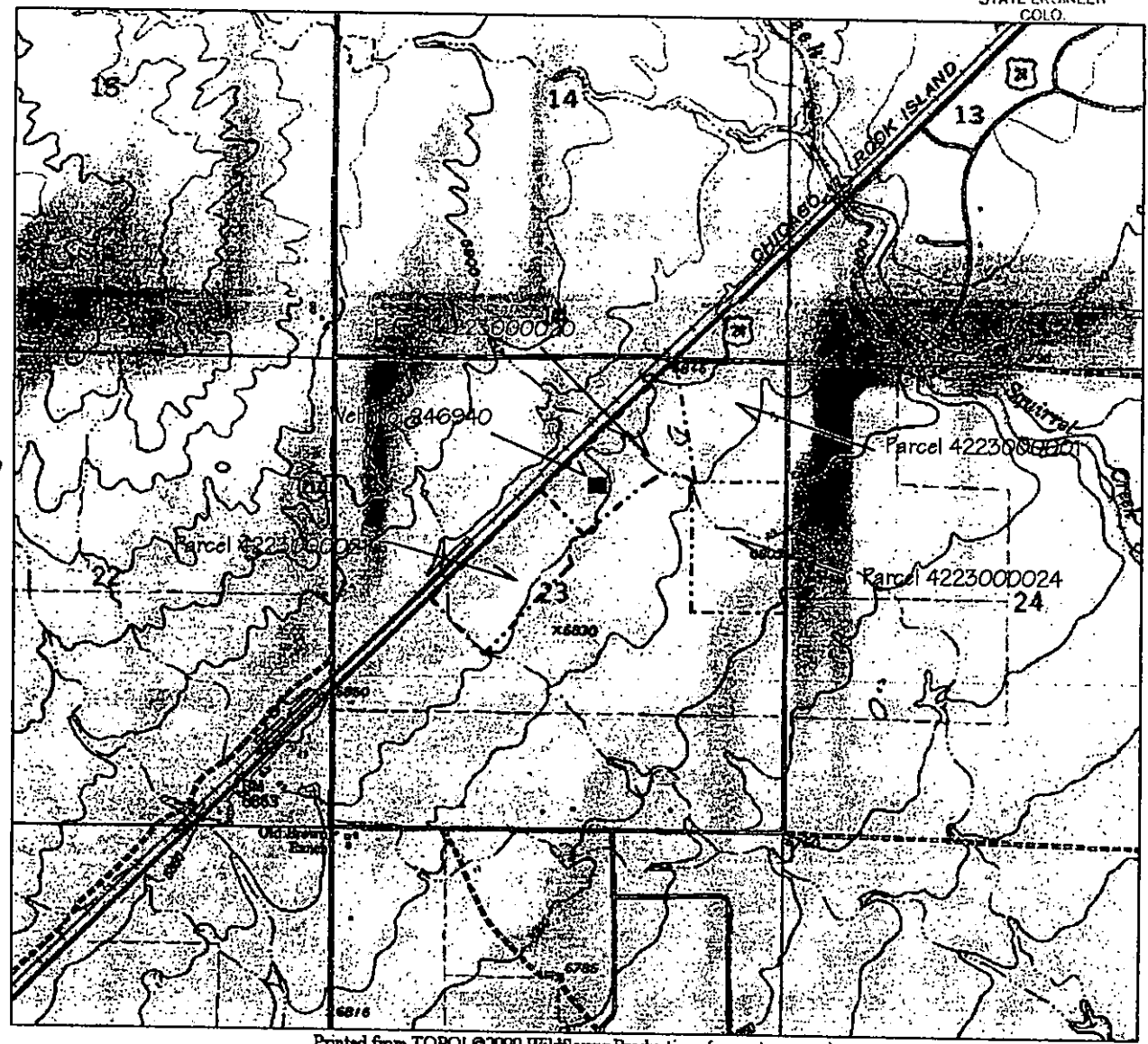
TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23: TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT FOR POB, TH S 89<18'45" W 1053.87 FT, S 00<41'15" E 1517.09 FT, N 89<18'45" E 1053.67 FT TO E LN OF SD SEC, TH NLY ALG SD E LN TO POB. CONTAINING 35.8 ACRES

Source: El Paso County Records

R 64 W

WATER RESOURCES
STATE ENGINEER
COLO.

T 12 S



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■ Well

EXHIBIT A

Page 3 of 9

Location Map

Wm Curtis Wells & Co.
consulting ground water geologists



 Scale 1" = 2000'

Figure 1

EXHIBIT A

Page 4 of 9

Exhibit B

I hereby certify this to be a true and exact copy of the original document.

OCT 17 2003

RECORDED - BOOKS
STATES COUNSEL
DENO

WARRANTY DEED

THIS DEED, Made this 14th day of October, 2003, between Howard L. Slack and Janice G. Slack

E097826A03
\$26.46 DF
\$11.00

of the County of El Paso and State of Colorado grantor, and Brent L. McConnell

whose legal address is R12 MAKEUP DR. FEET COLLINS, CO. 80524
~~892 E. County Road 8, Berthoud, CO 80513~~

of the County of El Paso and State of Colorado grantee:
WITNESSETH, That the grantor, for and in consideration of the sum of TWO HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY AND NO/100-----

-----DOLLARS, (\$264, 550.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, and State of Colorado, described as follows:

That portion of the Northeast Quarter of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Beginning at the Northeast Corner of said Section 23, said point being a 3 1/4
--Continued--

also known by street and number as 16765 Scott Road, Peyton, CO 80831

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated August 29, 2003, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Howard L. Slack
Howard L. Slack

Janice G. Slack
Janice G. Slack

STATE OF COLORADO }
COUNTY OF EL PASO } ss.

The foregoing instrument was acknowledged before me this 14th day of October, 2003 by Howard L. Slack and Janice G. Slack

My Commission expires: **MICHELLE WEBB**
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 03-24-05

Witness my hand and official seal.
Michelle Webb
Notary Public

EXHIBIT A

Exhibit B

16765 Scott Road

CONTINUATION OF LEGAL DESCRIPTION TO DEED DATED
October 14, 2003

OCT 17 2003

STATE ENGINEER
COLORADO

inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet; thence South 89 degrees 18 minutes 45 seconds West, 1053.67 feet; thence North 8 degrees 06 minutes 38 seconds West, 1356.01 feet to the intersection of the Southeasterly right of way line of United States Highway No. 24 with the North line of said Section 23; thence North 89 degrees 23 minutes 00 seconds East along said North Line 1228.86 feet to the point of beginning.

Together with a 60 foot wide easement for ingress, egress and utilities over, under and across a portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado.

The Centerline of said Easement is described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Commencing at the Northeast Corner of said Section 23, said point being a 3 1/4 inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet to the point of beginning of the Centerline to be described;

thence South 89 degrees 18 minutes 45 seconds West, 1221.80 feet; thence Southwesterly along a Tangential Curve Concave to the Southeast, said Curve having a Central Angle of 43 degrees 23 minutes 23 seconds, a Radius of 300.00 feet for an arc length of 227.19 feet; thence South 45 degrees 55 minutes 22 seconds West, Tangent to said Curve, 1335.00 feet; thence Southwesterly, Southerly and Southeasterly along a Tangential Curve Concave to the East, said Curve having a Central Angle of 136 degrees 36 minutes 37 seconds, a Radius of 300.00 feet for an arc length of 715.29 feet; thence North 89 degrees 18 minutes 45 seconds East, Tangent to said Curve, 2191.95 feet to said East Line of Section 23 and said Centerline there terminating.

County of El Paso, State of Colorado

EXHIBIT A

Exhibit B
/not ✓

Page 6 of 9

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OCT 17 2003

WARRANTY DEED

THIS DEED, Made this _____ day of _____
between Anderson Homes, Inc., A Colorado Corporation

a corporation duly organized and existing under and by virtue of the laws of the
State of Colorado _____, of the first part, and Noreen K.
McConnell and Craig McConnell

whose legal address is 80831

of the County of El Paso _____, and State of Colorado _____, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO HUNDRED FIFTY
TWO THOUSAND TWO HUNDRED FORTY NINE AND NO/100-----

----- DOLLARS, (\$252,249.00)
to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted,
bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties of the
second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such
survivor forever, all the following described lot(s) or parcel(s) of land, situate, lying and being in the County of El
Paso _____, and State of Colorado, to wit:

Parcel A: (AKA Tract B)

That portion of the North half of Section 23, Township 12 South, Range 64
West, El Paso County, Colorado described as follows:

--Continued--

also known by street address as

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of
the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said party of the first
part, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the said parties of the second
part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the enrolling and delivery
of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but
not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the
Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated
August 4, 2002, between the parties.

and the above-bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them,
their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the
whole or any part thereof, shall and will WARRANT AND FOREVER DEFEND.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its
Secretary _____, and its corporate seal to be hereunto affixed, attested by its
the day and year first above written.

Anderson Homes, Inc.,
STATE OF COLORADO
COUNTY OF EL PASO } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, by
Anderson Homes, Inc., A Colorado Corporation

My Commission expires:
Witness my hand and official seal.

Notary Public

FILING STAMPESES
STATE ENGINEER
E013506A02
\$25.22
\$11.00

DESCRIBED; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A
CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A
RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT
TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG
A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF
136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE
N89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND
SAID CENTERLINE THERE TERMINATING.

EXHIBIT A

Page 7 of 9

Exhibit B

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OCT 17 2003

WATER RESOURCES
STATE ENGINEER
COLO.

WARRANTY DEED
LEGAL DESCRIPTION CONTINUED

Exhibit B

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 1 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 916.46 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S45 55'22"W, 418.54 FEET; THENCE SOUTHWESTERLY SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 77 20'15", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 104.94 FEET; THENCE S57 44'23"W, 1078.25 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3214 AT PAGE 812; THENCE N44 04'38"W ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, 913.38 FEET (DEED EQUALS 900.00 FEET) TO THE MOST SOUTHERLY CORNER THEREOF, SAID CORNER BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY NO. 24; THENCE N45 55'22"E ALONG SAID RIGHT OF WAY LINE 1766.63 FEET TO ITS INTERSECTION WITH A LINE THAT BEARS N44 04'38"W FROM THE POINT OF BEGINNING; THENCE S44 04'38"E, 900.00 FEET TO THE POINT OF BEGINNING.

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OCT 17 2003

WATER RESOURCES
STATE ENGINEER
COLO.

PARCEL B:

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL A ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE S89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND SAID CENTERLINE THERE TERMINATING.

EXHIBIT A
Page 8 of 9

PARCEL C: (TRACT F)

THAT PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 5TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S89 18'45"W, 1053.67 FEET; THENCE S0 41'15"E, 1517.09 FEET; THENCE S89 18'45"E, 1051.67 FEET TO THE EAST LINE OF SAID EAST HALF; THENCE N0 41'15"W, ALONG SAID EAST LINE, 1517.09 FEET TO THE POINT OF BEGINNING.

PARCEL D:

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL C ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE

Exhibit B

D.F. 18.70

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

PRAIRIE VISTA MEADOWS, LLC, A COLORADO LIMITED LIABILITY COMPANY

of the County of EL PASO and State of COLORADO, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to

CRAIG A. MCCONNELL AND BRENT L. MCCONNELL

whose legal address is the following Real Property situate in the County of EL PASO and State of Colorado. (Assessor's Schedule Number 42230-00-002) to wit:

PARCEL A: (TRACT C)

THAT PORTION OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS. *****CONTINUED**

with all its appurtenances and warrant(s) the title to the same, subject to covenants, easements, reservations, restrictions and rights of way of record, if any. taxes for the current year and subsequent years.

Signed and Delivered this 3RD day of SEPTEMBER, 2003.

BY: W. TRACY LEE, MANAGER
BY: DEBORAH L. ELLIOTT, MANAGER

STATE OF COLORADO)
COUNTY OF EL PASO) SS:

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 2003, by DEBORAH L. ELLIOTT AND W. TRACY LEE AS MANAGERS OF PRAIRIE VISTA MEADOWS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness My Commission expires LIZ KERNEY STATE OF COLORADO 0000186638 My Commission Expires 27, 2005

Liz Kerney Notary Public

RECEIVED OCT 17 2003 WATER RESOURCES STATE ENGINEER COLO.

EXHIBIT A Page 9 of 9

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

Exhibit B

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO ALLOW THE WITHDRAWAL OF GROUND WATER IN THE UPPER BLACK SQUIRREL CREEK DESIGNATED GROUND WATER BASIN

APPLICANT: NOREEN McCONNELL, CRAIG McCONNELL AND BRENT McCONNELL

AQUIFER: ARAPAHOE

DETERMINATION NO.: 488-BD

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Noreen McConnell, Craig McConnell and Brent McConnell (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Arapahoe Aquifer.

FINDINGS

1. The application was received complete by the Colorado Ground Water Commission on October 17, 2003.
2. The applicant requests a determination of rights to designated ground water in the Arapahoe Aquifer (hereinafter "aquifer") underlying 148 acres, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated October 15, 2003, the applicant owns the 148 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, livestock watering, irrigation, commercial, industrial, and replacement supply. The applicant's proposed place of use of the allocated ground water is the above described 148 acre land area.
6. The quantity of water in the aquifer underlying the 148 acres of land claimed by the applicant is 4,780 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:
 - a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 17 percent.

- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 190 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
 8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 148 acres of overlying land claimed by the applicant is 47.8 acre-feet.
 9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
 10. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the 148 acres of land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
 11. A review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
 12. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
 13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
 14. On February 3, 2004, in accordance with Rule 9.1 of the Designated Basin Rules, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received.

Applicant: Noreen McConnell, Craig McConnell and Brent McConnell
Arapahoe Aquifer
Determination No.: 488-BD

15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Gazette newspaper on February 12 and 19, 2004.
17. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
18. In order to prevent unreasonable impairment to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

ORDER

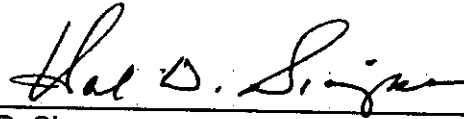
In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Arapahoe Aquifer underlying 148 acres of land, generally described as a tract of land located in the NE1/4, the SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and in the NE1/4 of the SE1/4 of Section 23, Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

19. The allocated average annual amount of ground water to be withdrawn from the aquifer shall not exceed 47.8 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
20. To conform to actual aquifer characteristics, the Commission may adjust the allocated average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following uses: domestic, livestock watering, irrigation, commercial, industrial, and replacement supply. The place of use shall be limited to the above described 148 acre land area.

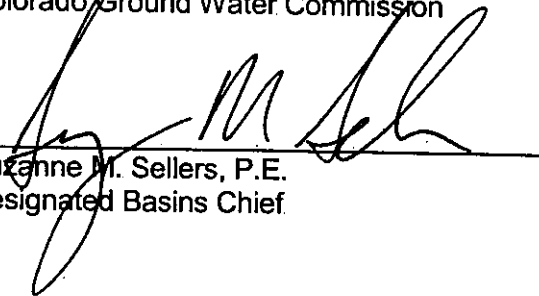
23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 148 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
 - a. The wells shall be located on the above described 148 acre overlying land area.
 - b. The wells must be constructed to withdraw water from only the Arapahoe Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, and, except for the wells permitted under this determination, must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
 - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
 - f. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.
 - g. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county - in which the claimed overlying land is located - so that a title examination of the above described 148 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Applicant: Noreen McConnell, Craig McConnell and Brent McConnell
Arapahoe Aquifer
Determination No.: 488-BD

Dated this 6th day of May, 2004.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: 

Suzanne M. Sellers, P.E.
Designated Basins Chief

Prepared by: EBT

FIND-97-04

RECEIVED

OCT 17 2003

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

WATER DIVISION
STATE ENGINEER
COLO.

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (we) Craig McConnell, Noreen McConnell and Brent L McConnell

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 148 acres in the County of El Paso, State of Colorado:

See Attached Legal Descriptions, map and deeds

and, that the ground water sought to be withdrawn from the Arapahoe aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to it's withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Brent McConnell	<u>Brent McConnell</u>	<u>Oct-15-2003</u>
	(Signature)	(Date)
	<u>Craig McConnell</u>	
	<u>C. McConnell</u>	<u>10-15-03</u>
	(Signature)	(Date)
Noreen McConnell	<u>Noreen McConnell</u>	<u>10/15/03</u>
	(Signature)	(Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

EXHIBIT B
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EXHIBIT A

Page 2 of 9

OCT 17 2003

Legal Description Parcel No. 4223000001

WATER RESOURCES
STATE ENGINEER
COLO.

TR IN NE4, SEC 23-12-64 DESC AS FOLS: BEG AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1053.67 FT, N 08<06'38" W 1356.01 FT TO INTERSEC SELY R/W LN OF US HWY 24 WITH N LN OF SD SEC 23, TH N 89<23'00" E ALG SD N LN 1228.86 FT TO POB TOG WITH EASEMENT BY REC 202136351. CONTAINING 35.2 AC.

Legal Description Parcel No. 4223000020

TR IN N2 SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23, TH S 00<41'15" E ALG E LN OF SD SEC 23, 1343.13 FT, S 89<18'45" W 1053.67 FT FOR POB, TH S 89<18'45" W 168.13 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", S 45<55'22" W TANG TO SD CUR 916.46 FT, N 44<04'38" W 900.00 FT TO SELY R/W LN OF US HWY 24, N 45<55'22" E ALG SO R/W LN 2041.14 FT TO ITS INTSEC WITH N LN OF SD SEC 23, TH S 08<06'38" E 1356.01 FT TO POB, TOG WITH EASEMENT BY REC #202139613. CONTAINING 36.3 ACRES

Legal Description Parcel No. 4223000021

TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SO SEC 23; TH S 00<41'15" E ALG E LN OF SD SEC 23 1343.13 FT, S 89<18'45" W 1221.80 FT, TH SWLY ALG A TANGENTIAL CUR CONCAVE TO SE SD CUR HAVING A RAD OF 300.00 FT AN ARC DIST OF 227.19 FT A C/A OF 43<23'23", TH S 45<55'22" W TANG TO SD CUR 916.46 FT FOR POB, TH CONT S 45<55'22" W 418.56 FT, TH SWLY, SLY, & SELY ALG A TANGENTIAL CUR CONCAVE TO E HAVING A AD OF 300.00 FT AN ARC DIST OF 404.94 FT A C/A OF 77<20'15", S 57<44'32" W 1078.25 FT, N 43<22'02" W 900.00 FT TO A PT ON SLY R/W LN OF HWY 24 TH NELY ALG SD SLY R/W LN OF HWY 24 1831.08 FT M/L TO NW COR OF A TRACT CONV BY REC # 202139613, TH S 44<04'38" E 900.00 FT TO POB. CONTAINING 40.9 ACRES

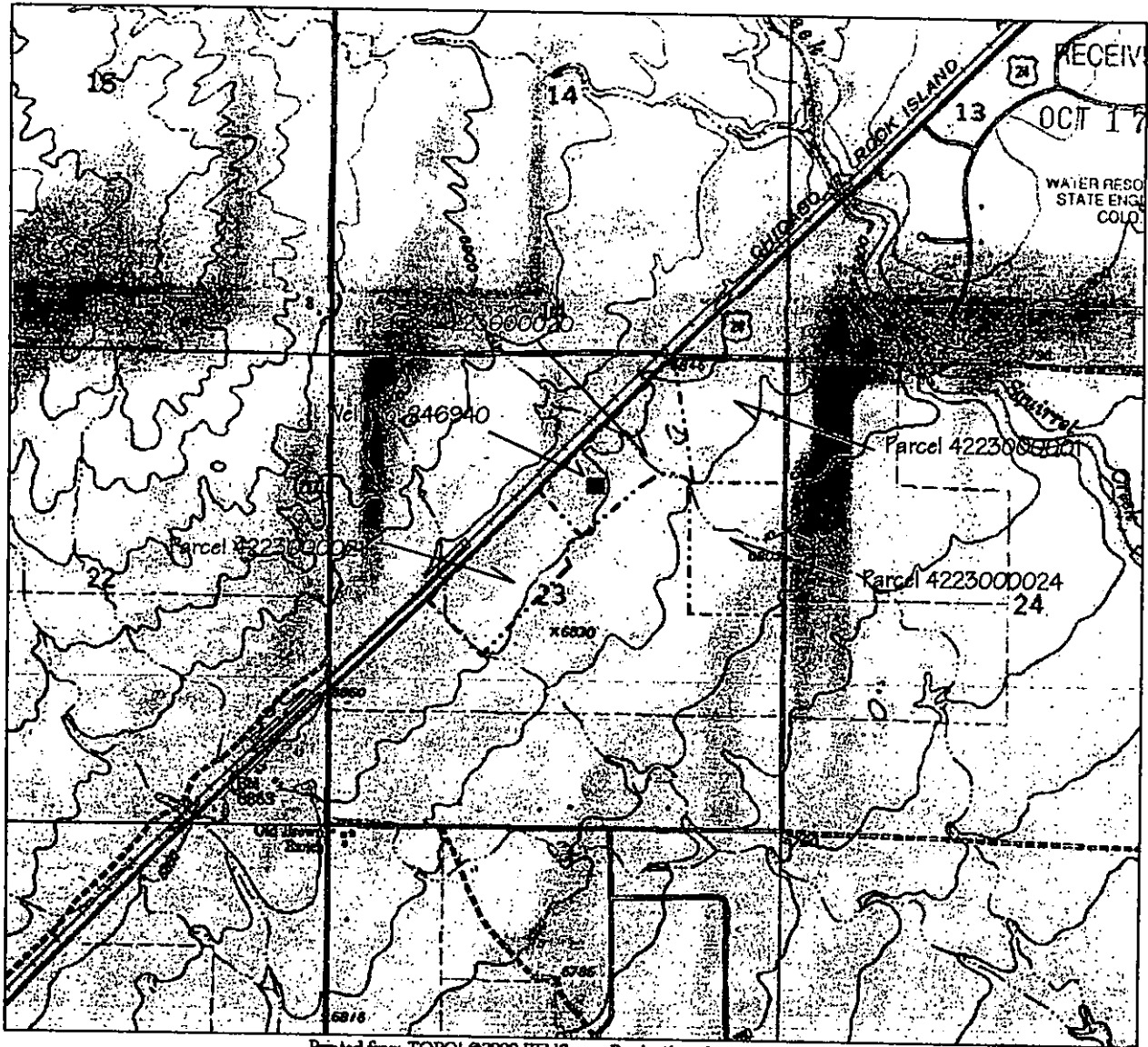
Legal Description Parcel 4223000024

TR IN SEC 23-12-64 DESC AS FOLS: COM AT NE COR OF SD SEC 23: TH S 00<14'15" E ALG E LN OF SD SEC 23 1343.13 FT FOR POB, TH S 89<18'45" W 1053.87 FT, S 00<41'15" E 1517.09 FT, N 89<18'45" E 1053.67 FT TO E LN OF SD SEC, TH NLY ALG SD E LN TO POB. CONTAINING 35.8 ACRES

Source: El Paso County Records

R 64 W

T 12 S



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■ Well

EXHIBIT A

Page 3 of 9



Scale 1" = 2000'

Location Map

Wm Curtis Wells & Co.
consulting ground water geologists

Figure 1

EXHIBIT A

Page 4 of 9

Exhibit B
/not ✓

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OCT 17 2002

WARRANTY DEED

THIS DEED, Made this _____ day of _____
between Anderson Homes, Inc., A Colorado Corporation

a corporation duly organized and existing under and by virtue of the laws of the
State of Colorado _____ of the first part, and Noreen K.
McConnell and Craig McConnell

whose telephone number is 80831

of the County of El Paso _____ and State of Colorado _____, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO HUNDRED FIFTY
TWO THOUSAND TWO HUNDRED FORTY NINE AND NO/100-----

----- DOLLARS, (\$252,249.00)
to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted,
bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties of the
second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such
survivor forever, all the following described lot(s) or parcel(s) of land, situate, lying and being in the County of El
Paso _____, and State of Colorado, to wit:

Parcel A: (AKA Tract B)

That portion of the North half of Section 23, Township 12 South, Range 64
West, El Paso County, Colorado described as follows:

--Continued--

also hereby stated and attested as

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of
the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said party of the first
part, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the said parties of the second
part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the sealing and delivery
of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but
not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the
Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated
August 4, 2002, between the parties.

and the above-bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them,
their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the
whole or any part thereof, shall and will WARRANT AND FOREVER DEPEND.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its
Secretary _____, and its corporate seal to be hereunto affixed, attested by its
the day and year first above written.

Anderson Homes, Inc.,
STATE OF COLORADO }
COUNTY OF EL PASO } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, by
Anderson Homes, Inc., A Colorado Corporation

My Commission expires:
Witness my hand and official seal.

Notary Public

FILING STAMP
COLORADO
E073506A02
\$25.22
\$11.00

DESCRIBED; THENCE S89 18'45"W, 1221.00 FEET, THENCE SOUTHWESTERLY ALONG A
CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A
RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT
TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG
A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF
136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE
N89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND
SAID CENTERLINE THERE TERMINATING.

EXHIBIT A

Page 5 of 9

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OCT 17 2003

WALTER H. HOFFMAN
STATE ENGINEER
COLORADO

Exh. 6.4 B

LEGAL DESCRIPTION CONTINUED

Exhibit B

RECORDED

OCT 1 1983

STATE OF COLORADO

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 1 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 916.46 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S45 55'22"W, 418.54 FEET; THENCE SOUTHWESTERLY SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 77 20'15", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 104.94 FEET; THENCE S57 44'23"W, 1078.25 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3214 AT PAGE 812; THENCE N44 04'38"W ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, 913.38 FEET (DEED EQUALS 900.00 FEET) TO THE MOST SOUTHERLY CORNER THEREOF, SAID CORNER BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY NO. 24; THENCE N45 55'22"E ALONG SAID RIGHT OF WAY LINE 1766.63 FEET TO ITS INTERSECTION WITH A LINE THAT BEARS N44 04'38"W FROM THE POINT OF BEGINNING; THENCE S44 04'38"E, 900.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL A ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE S89 18'45"W, 1221.80 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 43 23'23", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 227.19 FEET; THENCE S45 55'22"W, TANGENT TO SAID CURVE, 1335.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 136 36'37", A RADIUS OF 300.00 FEET FOR AN ARC LENGTH OF 715.29 FEET; THENCE S89 18'45"E, TANGENT TO SAID CURVE, 2191.95 FEET TO SAID EAST LINE OF SECTION 23 AND SAID CENTERLINE THERE TERMINATING.

PARCEL C: (TRACT F)

THAT PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 5TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S89 18'45"W, 1053.67 FEET; THENCE S0 41'15"E, 1517.09 FEET; THENCE S89 18'45"E, 1053.67 FEET TO THE EAST LINE OF SAID EAST HALF; THENCE N0 41'15"W, ALONG SAID EAST LINE, 1517.09 FEET TO THE POINT OF BEGINNING.

PARCEL D:

TOGETHER WITH A 60-FOOT WIDE EASEMENT, APPURTENANT TO PARCEL C ABOVE, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BASIS OF GRID BEARING WAS DETERMINED BY GLOBAL POSITIONING SATELLITE METHODS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING A 3 1/4 INCH ALUMINUM CAP, PLS NO. 22103; THENCE S0 41'15"E ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 1343.13 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE

EXHIBIT A

Page 6 of 9

Exhibit B

I hereby certify this to be a true and exact copy of the original document.

WARRANTY DEED

THIS DEED, Made this 14th day of October, 2003, between Howard L. Slack and Janice G. Slack

EO97826A03
\$26.46 DF
\$11.00

of the County of El Paso and State of Colorado grantor, and Brent L. McConnell

112 Mulkey Dr Fort Collins, Co. 80524

whose legal address is 892 E. County Road 8, Berthoud, CO 80513

of the County of El Paso and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of TWO HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY AND NO/100

-----DOLLARS, (\$264,550.00)

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

That portion of the Northeast Quarter of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Beginning at the Northeast Corner of said Section 23, said point being a 3 1/4

--Continued--

also known by street and number as 16765 Scott Road, Peyton, CO 80831

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated August 29, 2003, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Howard L. Slack
Howard L. Slack

Janice G. Slack
Janice G. Slack

STATE OF COLORADO
COUNTY OF EL PASO

} ss.

The foregoing instrument was acknowledged before me this 14th day of October, 2003 by Howard L. Slack and Janice G. Slack

My Commission expires:

MICHELLE WEBB
NOTARY PUBLIC
STATE OF COLORADO

Witness my hand and official seal.

Notary Public

My Commission Expires 03-24-05

RECORDED
OCT 17 2003

WARRANTY DEED
STATE OF COLORADO

EXHIBIT A

Exhibit B

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16765 Scott Road

CONTINUATION OF LEGAL DESCRIPTION TO DEED DATED
October 14, 2003

inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet; thence South 89 degrees 18 minutes 45 seconds West, 1053.67 feet; thence North 8 degrees 06 minutes 38 seconds West, 1356.01 feet to the intersection of the Southeasterly right of way line of United States Highway No. 24 with the North line of said Section 23; thence North 89 degrees 23 minutes 00 seconds East along said North Line 1228.86 feet to the point of beginning.

Together with a 60 foot wide easement for ingress, egress and utilities over, under and across a portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado.

The Centerline of said Easement is described as follows:

Basis of Bearings: All Bearings are Grid Bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The Basis of Grid Bearing was determined by Global Positioning Satellite Methods.

Commencing at the Northeast Corner of said Section 23, said point being a 3 1/4 inch Aluminum Cap, PLS No. 22103; thence South 0 degrees 41 minutes 15 seconds East along the East Line of said Section 23 a distance of 1343.13 feet to the point of beginning of the Centerline to be described;

thence South 89 degrees 18 minutes 45 seconds West, 1221.80 feet; thence Southwesterly along a Tangential Curve Concave to the Southeast, said Curve having a Central Angle of 43 degrees 23 minutes 23 seconds, a Radius of 300.00 feet for an arc length of 227.19 feet; thence South 45 degrees 55 minutes 22 seconds West, Tangent to said Curve, 1335.00 feet; thence Southwesterly, Southerly and Southeasterly along a Tangential Curve Concave to the East, said Curve having a Central Angle of 136 degrees 36 minutes 37 seconds, a Radius of 300.00 feet for an arc length of 715.29 feet; thence North 89 degrees 18 minutes 45 seconds East, Tangent to said Curve, 2191.95 feet to said East Line of Section 23 and said Centerline there terminating,

County of El Paso, State of Colorado

RECORDED
OCT 17 2003
EL PASO COUNTY, CO