



COUNTY OF ELBERT

COMMUNITY & DEVELOPMENT SERVICES

P.O. BOX 7
215 COMANCHE STREET
KIOWA, COLORADO 80117
303-621-3136 FAX: 303-621-3165
cds@elbertcounty-co.gov



APPLICATION AGREEMENT FORM

The applicant agrees to pay for reasonable additional engineering and/or consultation when requested by the Community & Development Services Department, Planning Commission or Board of County Commissioners when, in their opinion, additional information, studies, or investigations are needed to help clarify the proposal made.

Applicant or Authorized Representative

11/1/16

Date



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DISCLOSURE LETTER

PROJECT NAME: Independence (f/k/a Bandera) - Conceptual Plan

PROJECT LOCATION: 1001 Co Rd 158, Elizabeth, Colorado 80107

I/We, Bluegreen Investments, LLC

do hereby acknowledge my/our full awareness of the application/request being presented to Elbert County by

Craft Bandera Acquisition Company, LLC - Only for Purposes of the Conceptual Plan

for the parcel of land indicated, and for the reason(s) noted on the completed application/request submittal.

I/We hereby acknowledge the person(s) noted is/are my/our authorized representative(s) in the matter.

I/We hereby grant permission for the Elbert County Community & Development Services Department, or any referral agency they require, to access the parcel of land indicated for reasons of reviewing and evaluating the land use application.

Signature(s):

[Handwritten Signature]

Bluegreen Investments, LLC

PRINT NAME AND COMPLETE ADDRESS OF PROPERTY OWNER(S) BELOW:

Name: ROD WEIMER

Date: 10/19/2016

Address: 8480 E. Orchard Rd., #1100

Greenwood Village, CO 80111

State of Colorado)
County Wapahoe)

ss:

The above and foregoing instrument was subscribed and sworn to before me, in my presence, a Notary Public in and for the County of Wapahoe, State of Colorado, this 19 day of October 2016.

(SEAL)

NORMAN K. SOLOMON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014036966
MY COMMISSION EXPIRES DECEMBER 4, 2017

[Handwritten Signature]
NOTARY

Subdivision – Conceptual Plan

This Conceptual Plan for Independence (f/k/a Bandera) has been prepared in accordance with the Concept Plan submittal specifications contained in the Elbert County Subdivision Plan Regulations, Section VII.B. Each specification is included with the applicant's response below or a reference to supplemental materials.

Information Included in Conceptual Plan

The following issues are required for the Conceptual Plan. The information is addressed on various drawings or maps, or contained in separate sections of this narrative. The following table summarizes the issues and location of the responses.

ISSUE	RESPONSE
1. Shall show all adjacent land owned by the developer; land not part of the proposed request shall be noted as an exception, and indicate intended future use of the land.	The developer does not own any adjacent land.
2. Shall be prepared at a scale allowing for maximum clarity. 1" = 100', 1" = 200' or another scale approved by the Director of Community & Development Services.	The Conceptual Plan map was prepared using a scale of 1" = 400' allowing for maximum clarity. This was confirmed as acceptable by the Director of Community & Development Services.
3. Shall graphically define all natural and manmade wetlands, retention areas, streams and lakes. Any known 100-year flood plains should be delineated, giving source documents or studies, if known.	See Conceptual Plan map.
4. Shall show topography on the site at ten (10) foot contours, generally, with delineation of areas having excessive slopes twenty percent (20%) or more, and other significant topographic conditions at more defined contours.	See Conceptual Plan map. Ten (10) foot contours are used therein.
5. Shall show public access to the proposed project/development.	See Conceptual Plan map.
6. Shall show all existing structures on the site, their uses, and whether they are to remain on the site.	See ALTA survey. Currently the existing structures are used for farm storage. It is yet to be determined which of those structures will remain.
7. Shall delineate (to appropriate scale) existing easements on the site, their use, and who holds or owns easements.	See ALTA survey.
8. Shall have a North arrow, note the scale utilized, and indicate preparation date.	The Conceptual Plan map includes the required information.

<p>9. Shall have a location map (drawn to scale), which shows the proposed site, in relationship to the surrounding area within two (2) miles.</p>	<p>See Vicinity Map.</p>
<p>10. Shall indicate the name, address and telephone number of the property owner, applicant (if not the owners), and the person(s) who prepared the submittal.</p>	<p><u>Owner:</u> Bluegreen Investments, LLC 8480 E. Orchard Rd., #1100 Greenwood Village, Colorado 80111</p> <p><u>Applicant:</u> Craft Bandera Acquisition Company, LLC 1787 S. Broadway, 2nd Floor Denver, Colorado 80210</p> <p><u>Preparer:</u> Mary Hart Design Post Office Box 8258 Breckenridge, Colorado 80424</p>
<p>11. Shall provide the widths, lines, and names of all existing and proposed streets, drives, and roads on or affecting the site, and names of existing streets on or adjoining the property. When the names of the streets and alleys are known, they shall be provided, as well as the use of easements and water courses impacting the site.</p>	<p>See ALTA survey for adjoining roads.</p> <p>Per instruction from Elbert County, the applicant has prepared the Conceptual Plan map to accommodate flexible road placement. Roads will be located and grading design finalized in each of the planning areas at the time of final platting in accordance with the cross-sections provided in the Preliminary Plat and with all applicable Elbert County regulations.</p>
<p>12. Shall note existing land uses as well as the zoning on adjoining properties.</p>	<p>See Adjacencies Exhibit.</p>
<p>13. When utilized for a proposed structure or structures, the plan shall reflect proposed setbacks from all property lines, required off-street parking, areas for landscaping, proposed use, gross square footage of structure(s) and number of employees (when known), if commercial or industrial uses.</p>	<p>See Conceptual Plan map.</p> <p>Approximately 1,800 SF of community buildings are planned in the development.</p>
<p>14. Shall note existing zoning of the site, the proposed zoning, average lot size, proposed density, and all public or private source(s) of utility services and facilities.</p>	<p>The site is zoned Planned Unit Development and approved for up to 920 single family homes. No change to the zoning is being requested at this time.</p> <p>Average lot sizes and density are reflected on the Conceptual Plan Map.</p> <p>Water and sanitation services are expected to be provided on site by the Independence Water and Sanitation District. Dry utilities are expected to be</p>

	provided by local providers.
15. Shall provide a complete legal description of the property being subdivided, tied to proper monumentation, and section or quarter-section line, referenced and placed on the Conceptual Plan map.	See Conceptual Plan map.
16. Shall delineate phases of proposed development, when the project is not being done at one time.	See Conceptual Plan map. Neighborhoods are expected to be phased sequentially.
17. Name of the proposal. No two (2) proposals in the County shall have the same or confusingly similar names, except the same name may be used if the proposal is a logical extension of an adjoining subdivision and the applicant utilizes consecutive filing numbers.	The name of the proposal is "Independence."
18. Shall indicate any County dedication of land on map, or designate, in narrative, request for cash-in-lieu of land.	See Conceptual Plan map. Open space will be dedicated to the Independence metro district(s). At least 14.7 acres will be dedicated to the Elizabeth School District. At least 2 acres will be dedicated to the Elizabeth Fire Protection District.
19. Shall note on map unique features on the site (historical, landforms, views, etc.) which might enhance the site and proposed use.	N/A
20. The narrative shall contain the name and address of mineral rights owners and lessees, and water rights owners, on the affected property.	<p><u>Mineral Right Owner:</u> Timber Ridge LLC 8480 E. Orchard Rd., Ste 1100 Greenwood Village, CO 80111</p> <p><u>Water Rights Owner:</u> Bluegreen Investments, LLC 8480 E. Orchard Rd., Ste 1100 Greenwood Village, CO 80111</p>

PLAN LEGEND

-  NEIGHBORHOOD DEVELOPMENT AREA
-  COMMUNITY PARK
-  PUBLIC SOFT SURFACE TRAIL
-  POTENTIAL PUBLIC ACCESS
-  SLOPE AREA >20%
-  WETLANDS
-  100 YR FLOODPLAIN
-  SURFACE DRAINAGES



INDEPENDENCE - DEVELOPMENT SUMMARY

Land Use Type	Lot Size	Density	Units	Acree
Type*** Residential				
A Residential - Small	up to 4,500 SF	6.6 du/a	TBD	TBD ac
B Residential - Entry Lots	6,000 SF	5.8 du/a	TBD	TBD ac
C Residential - Mid Lots	7,500 SF	4.6 du/a	TBD	TBD ac
D Residential - Large Lots	10,000 SF	2.9 du/a	TBD	TBD ac
E Residential - Estate Lots 1	20,000 SF	1.3 du/a	TBD	TBD ac
F Residential - Estate Lots 2	43,560 SF	0.7 du/a	TBD	TBD ac
Subtotal			***920	537.2 ac
Open Space				
1 Central Park				40.0 ac
3 Homestead Park				15 ac
4 Natural Open Space*				333.0 ac
5 Waste and Stormwater Facilities				40.0 ac
6 Water Storage				2.0 ac
Subtotal				430.0 ac
Other				
7 School				24.7 ac
8 Dedicated to Elizabeth Fire Protection District				2.0 ac
9 Spinal Road **				18.0 ac
Subtotal				44.7 ac
TOTAL				1011.9 ac

* Stormwater detention facilities and other utilities are allowed within any community open space. Each phase could add additional 5%-100% open space after platting.

** Road layout is preliminary and subject to adjustment. Acreage is for community spine road in non-residential areas. Local roads and utility easements will be located within the residential planning areas. Local roads inside residential planning areas are already included in d.u.a. calculation.

*** Acreage shown for neighborhoods are preliminary and subject to change. Densities shown for neighborhoods are preliminary estimates and may be transferred between neighborhoods within overall limit of 920 dwelling units. Except for Phase 1 in Neighborhood 1, the phasing areas and order of development are preliminary and may be changed. There will be a minimum of 120 Alternative Residential Units (as defined in the PUD) throughout the community.

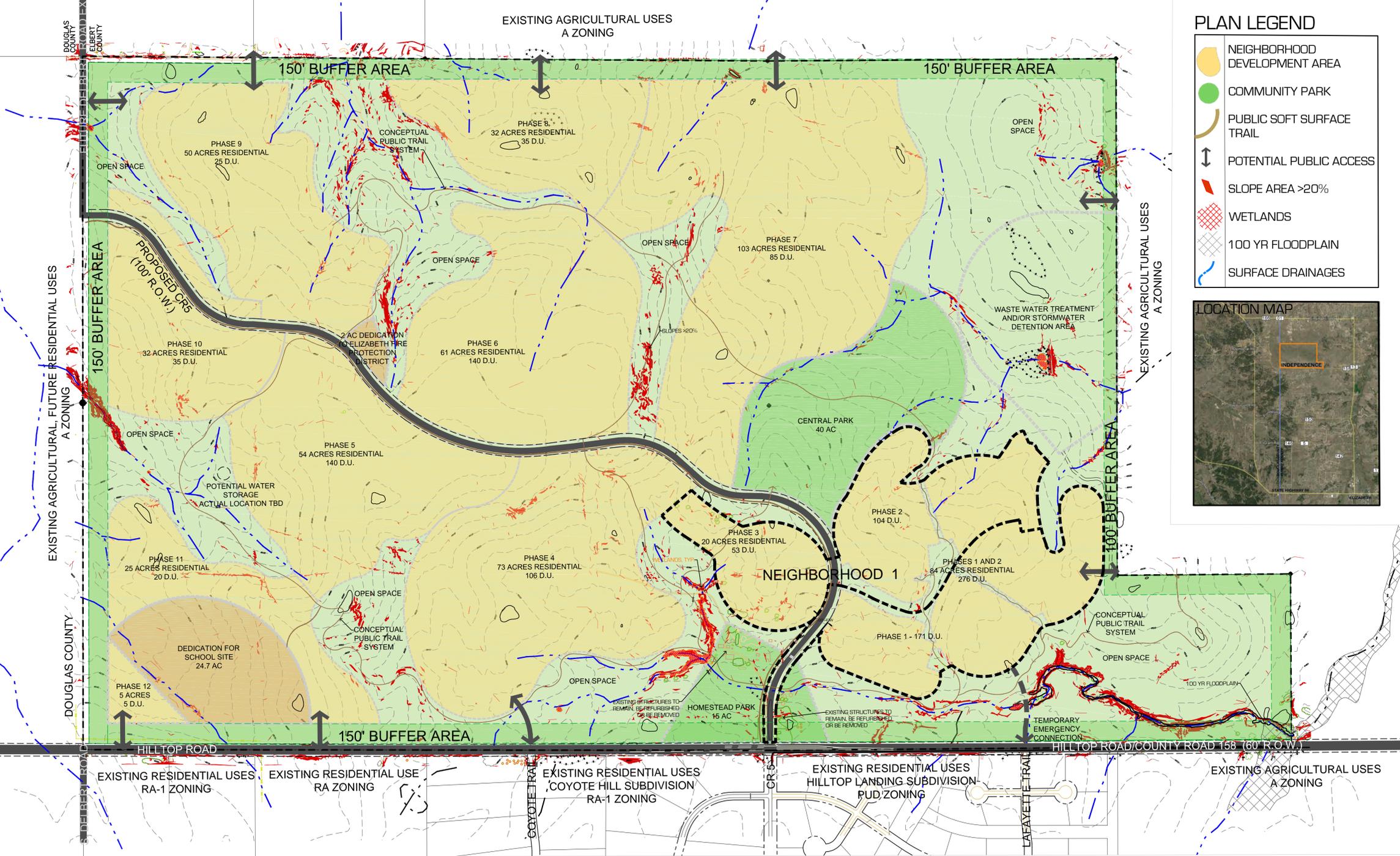
Legal Description

Parcel A:
 All of Section 15, West 1/2 of Section 14, and SW1/4SE1/4 of Section 14, all in Township 7 South, Range 65 West of the 6th Principal Meridian, County of Elbert, State of Colorado, except a parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., described as:

Beginning at the Southwest corner of Section 14, being also the Southeast corner of said Section 15;
 Thence West 230 feet along the South line of Section 15;
 Thence North parallel to the East line of Section 15, for 284 feet;
 Thence East parallel to the South line of Section 15, for 230 feet;
 Thence North along the West line of Section 14 for 151.5 feet;
 Thence East parallel to the South line of Section 14 for 200 feet;
 Thence South parallel to the West line of Section 14 for 435.5 feet;
 Thence West along the South line of Section 14 for 200 feet to the point of beginning.

Parcel B:
 A parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, described as:

Beginning at the Southwest corner of Section 14, being also the Southeast corner of said Section 15;
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 Thence North along the West line of Section 14 for 151.5 feet;
 Thence East parallel to the South line of Section 14 for 200 feet;
 Thence South parallel to the West line of Section 14 for 435.5 feet;
 Thence West along the South line of Section 14 for 200 feet to the point of beginning.



CONCEPT PLAN DATA:
 EXISTING ZONING: BANDERA EAST AND BANDERA WEST PUD
 PROPOSED: NO CHANGE
 AVERAGE LOT SIZE: +/-8000 S.F.
 EXISTING DENSITY: 920 UNITS
 PROPOSED DENSITY: NO CHANGE
 SEWER AND WATER: INDEPENDENCE WATER AND SANITATION DISTRICT
 GAS: BLACK HILLS
 ELECTRIC: IREA

APPLICANT - NO ADJACENT LAND OWNED:
 CRAFT BANDERA ACQUISITION COMPANY, LLC
 ATTN: TIM CRAFT
 1787 S. BROADWAY, SECOND FLOOR
 DENVER, CO 80210
 PHONE: 303-501-8315

SUBMITTAL PREPARER:
 MARY HART DESIGN, LLC
 PO BOX 8258
 BRECKENRIDGE, CO 80242
 PHONE: 970-389-3583

MINERAL RIGHTS OWNER:
 TIMBER RIDGE, LLC
 8480 E. ORCHARD ROAD SUITE 1100
 GREENWOOD VILLAGE, CO 80111

WATER RIGHTS OWNER:
 BLUEGREEN INVESTMENTS, LLC
 8480 E. ORCHARD ROAD SUITE 1100
 GREENWOOD VILLAGE, CO 80111

LAND OWNER:
 BLUEGREEN INVESTMENTS, LLC
 8480 E. ORCHARD ROAD SUITE 1100
 GREENWOOD VILLAGE, CO 80111

CONCEPTUAL PLAN FOR INDEPENDENCE

ELBERT COUNTY, COLORADO

NORTH

SCALE: 1" = 400'

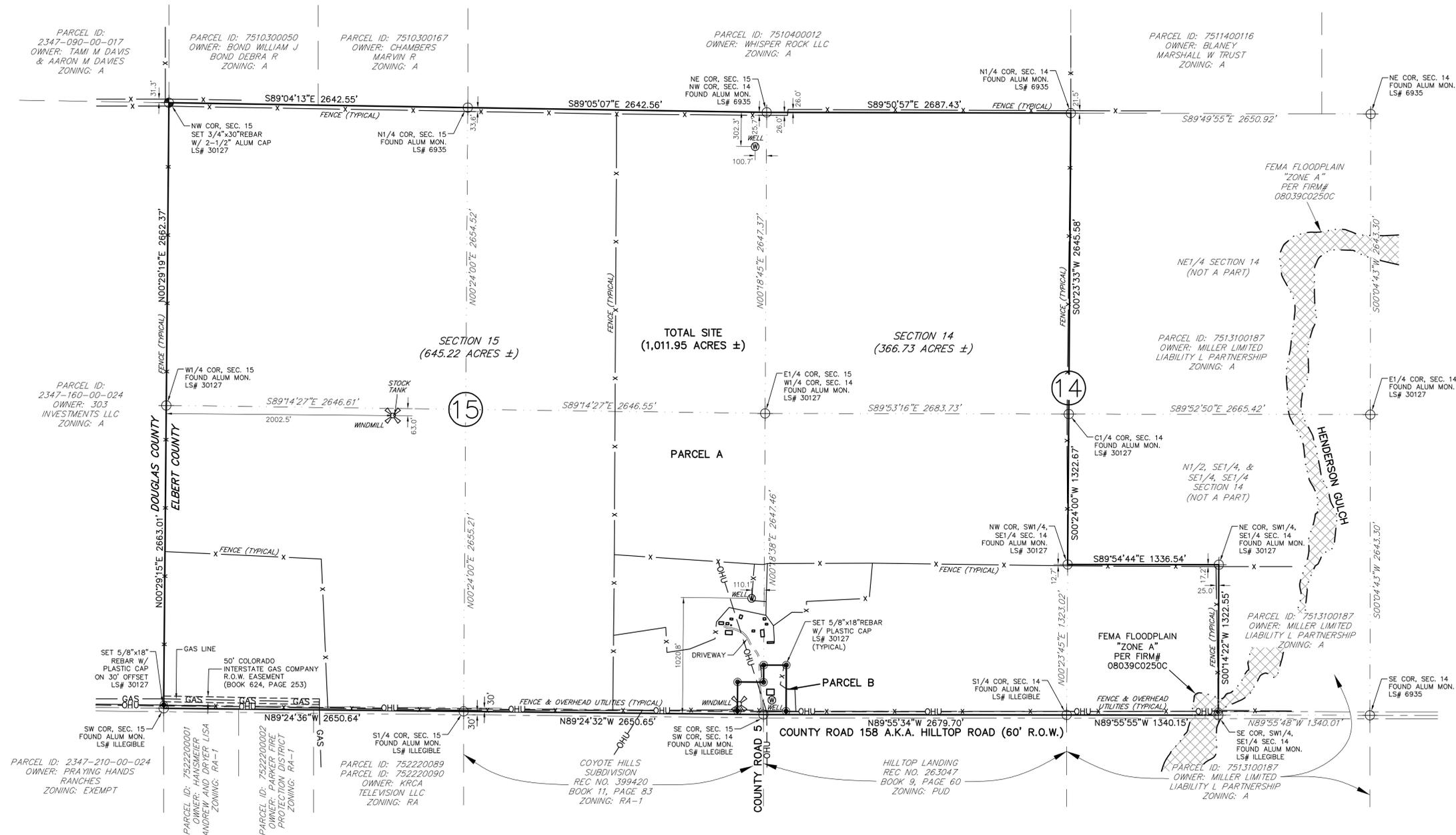
NOVEMBER 1, 2016



ADJACENCIES EXHIBIT

PART OF SECTION 14 & 15, T. 7 S, R. 65 W, 6TH P.M.

COUNTY OF ELBERT, STATE OF COLORADO



PROPERTY DESCRIPTION:

Parcel A:
 All of Section 15, West 1/2 of Section 14, and SW1/4SE1/4 of Section 14, all in Township 7 South, Range 65 West of the 6th Principal Meridian, County of Elbert, State of Colorado, except a parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., described as:

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 Thence North along the West line of Section 14 for 151.5 feet;
 Thence East parallel to the South line of Section 14 for 200 feet;
 Thence South parallel to the West line of Section 14 for 435.5 feet;
 Thence West along the South line of Section 14 for 200 feet to the point of beginning.

Parcel B:

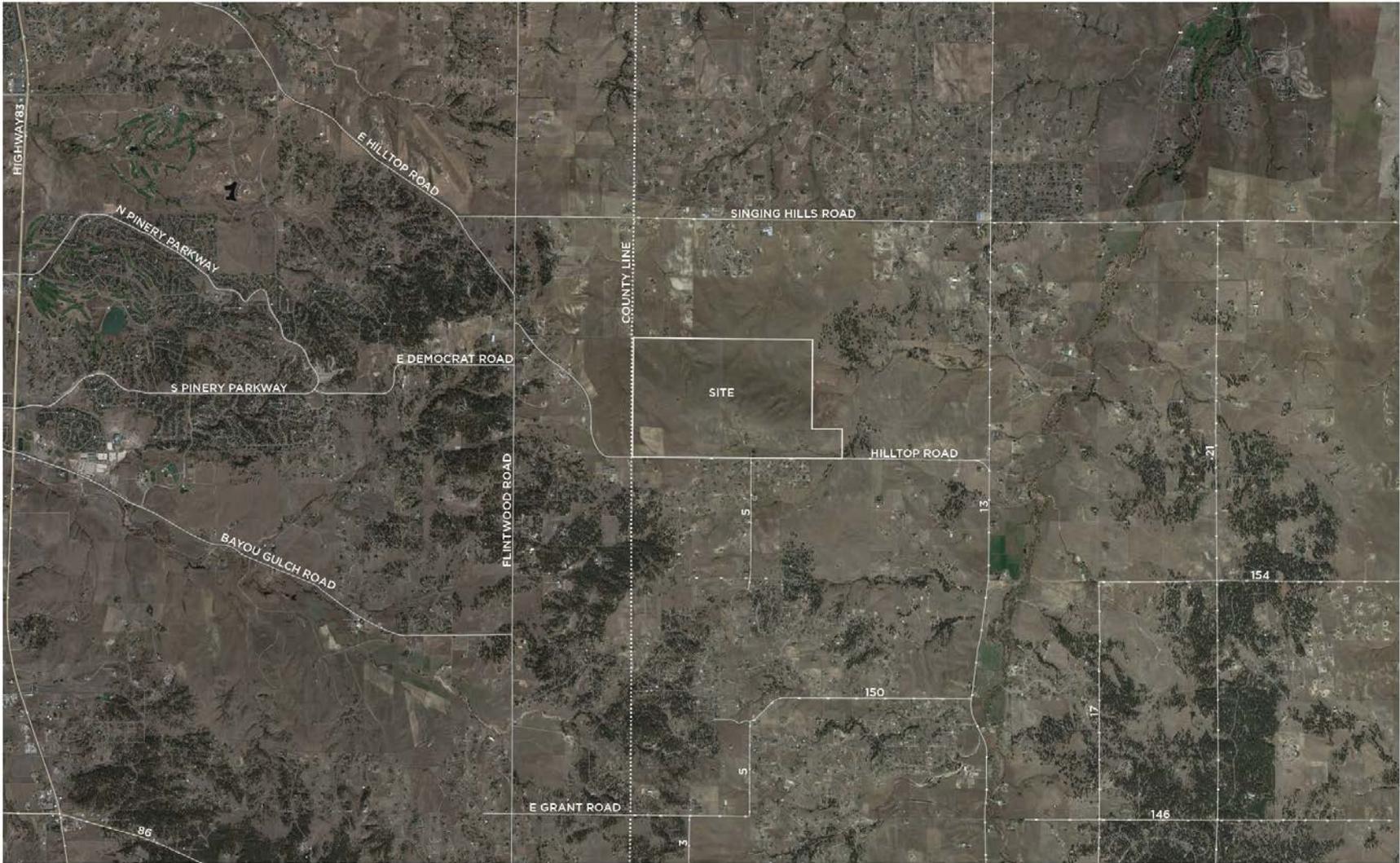
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 Thence East parallel to the South line of Section 14 for 200 feet;
 Thence South parallel to the West line of Section 14 for 435.5 feet;
 Thence West along the South line of Section 14 for 200 feet to the point of beginning.

BASIS OF BEARINGS:
 CONSIDERING THE EAST LINE OF SECTION 14 TO HAVE AN ASSUMED BEARING OF S00°04'43"W AND MONUMENTED AS SHOWN HEREON.

DATE:	REVISIONS:
10/31/2016	REVISE ADJACENCIES ACROSS HILLTOP ROAD TO THE SOUTHEAST OF SUBJECT PROPERTY

High Prairie Survey Co.		TITLE	
LAND SURVEYING CONSTRUCTION STAKING		ADJACENCIES EXHIBIT	
OIL AND GAS SURVEYING		PART OF SECS. 14 & 15, T7S, R65W, 6TH P.M.	
303-621-8672 FAX 303-621-7749		ELBERT COUNTY, STATE OF COLORADO	
P.O. BOX 384		CUSTOMER	CRAFT COMPANIES LLC
KIOWA, COLORADO 80117		SHEET	1 OF 1
SCALE	DATE	DRAWN BY	JOB NUMBER
1"=500'	07/07/2016	D. COTTER	15391-ADJ-EXH



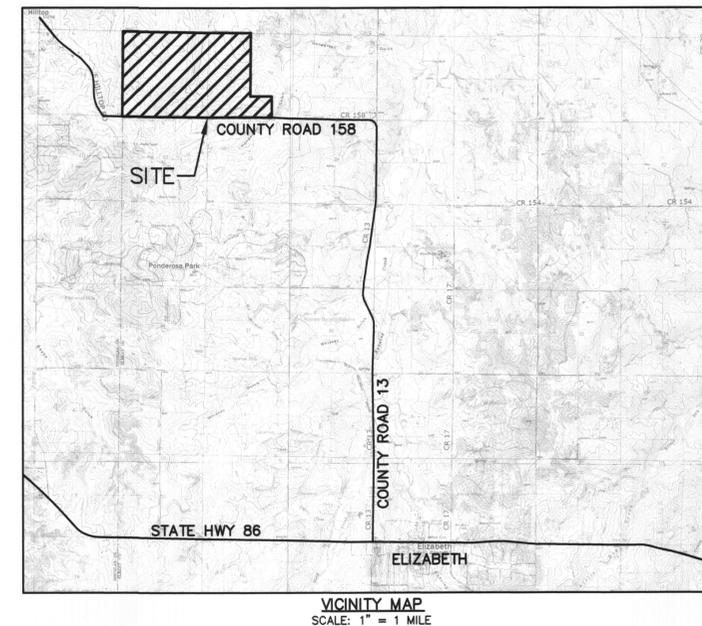
VICINITY MAP



AUGUST 1, 2016

ALTA/NSPS LAND TITLE SURVEY

PART OF SECTION 14 & 15, T. 7 S, R. 65 W, 6TH P.M.
COUNTY OF ELBERT, STATE OF COLORADO



TITLE COMMITMENT NOTES:
This survey does not constitute a title search by High Prairie Survey Co., Inc. to determine ownership of this tract or to verify the description shown; the compatibility of this description with that of adjacent tracts; nor easements of record. For all information regarding easements, right-of-ways or title of record, High Prairie Survey Co., Inc. relied upon title commitment provided by First American Title Insurance Company, their File No.: NCS-732816-CO; Effective: February 18, 2016.

The following comments are in regards to the the same above-mentioned commitment. The numbers in our comments correspond to the numbering system used in said Commitment.

- Schedule A:**
- 1-3 High Prairie Survey Co., Inc. did not examine or address these items.
 - 4 Parcel A and Parcel B as shown hereon.
- Schedule B- SECTION II:**
- 1-5 High Prairie Survey Co., Inc. did not examine or address these items.
 - 6-7, 10-11, 14-15 Road R.O.W. Applicable R.O.W. are shown hereon to the best of our knowledge and belief.
 - 8-9, 12-13, 16-23, 29-30 Blanket mineral rights and or oil and gas exploration agreements. High Prairie Survey Co., Inc. did not examine or address these items.
 - 24 Colorado Interstate Gas Company R.O.W./Easement as shown hereon.
 - 27-28 Elbert County Resolution No. 09-13 and 09-14 RE: Bandera East and West P.U.D and Plats. High Prairie Survey Co., Inc. did not examine or address these items.
 - 33 Existing leases and tenancies. High Prairie Survey Co., Inc. did not examine or address these items.

- ALTA TABLE A NOTES:**
1. Monuments were either found or set as shown hereon.
 2. Addresses of the surveyed property as shown hereon is 1001 County Road 158, Elizabeth, Colorado.
 3. Flood zone classification and area as shown hereon graphically and as defined in General Note #4.
 4. Gross land area for the entire parcel is 1,011.95 Acres ±
 - 7a. Structure / building envelope locations as shown hereon.
 8. All substantial, visible improvements as shown hereon.
 16. There is no observable evidence of earth moving work, building construction or building additions are shown on this plat.

TITLE COMMITMENT CERTIFICATION:
TO: Bandera Lender, LLC, a Delaware Limited Liability Company, its successors and/or assigns, A.Y. Straus LLC, First American Title Insurance Company and Craft Bandera Acquisition Company, LLC;

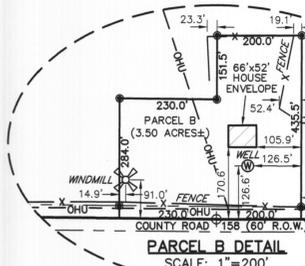
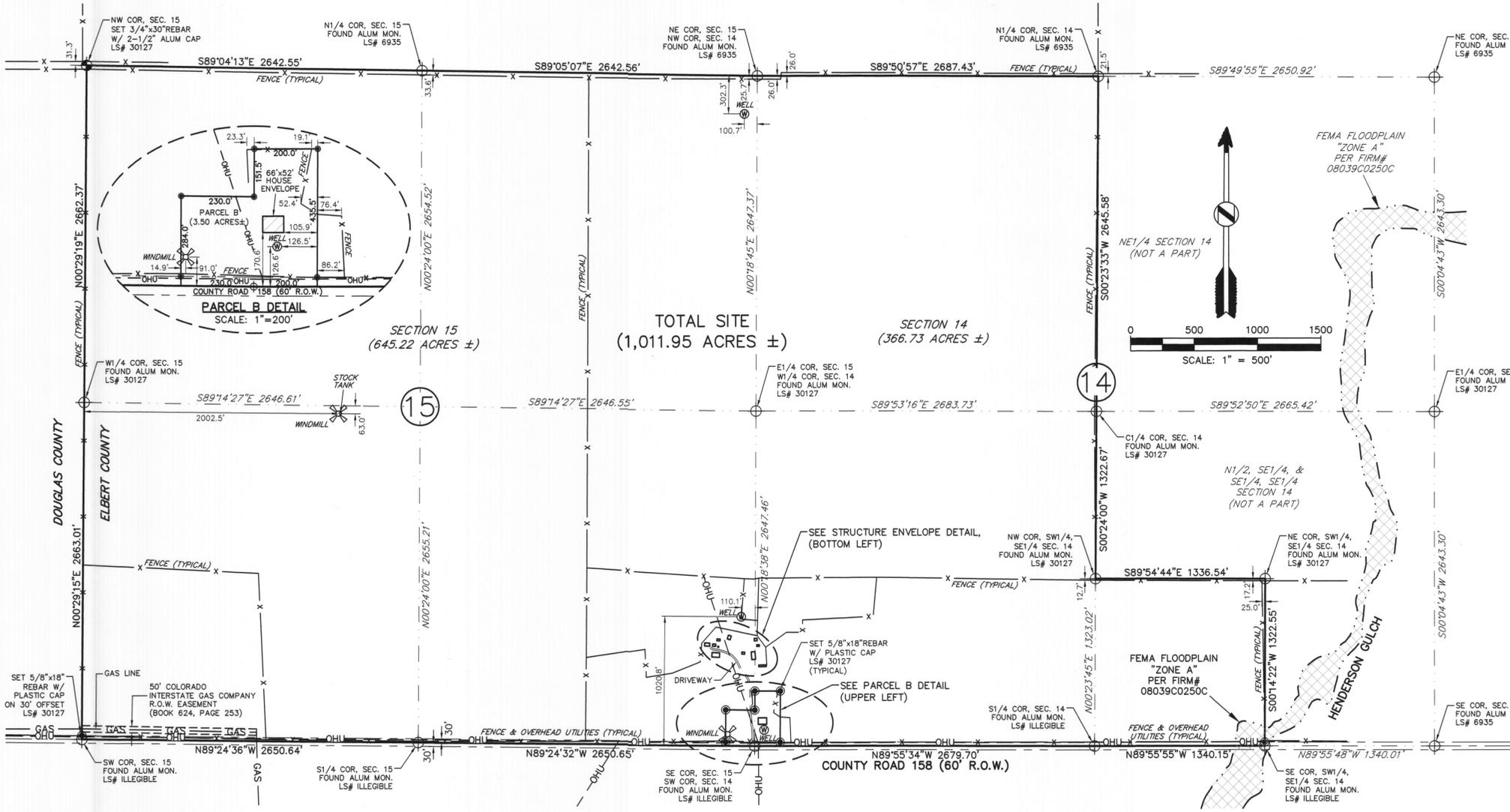
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7a, 8, 16 of Table A thereof. The fieldwork was completed on 08/14/2015.

Keith West, Colorado PLS #30127 (date)
For and on the behalf of
High Prairie Survey Co.

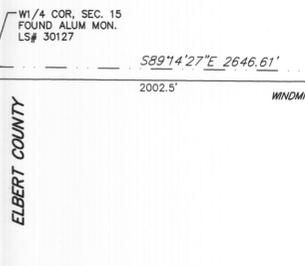
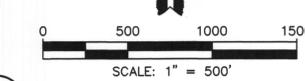
CERTIFICATE OF DEPOSIT:
Deposited this _____ day of _____, 20____, in the County Surveyor's land survey plots/right-of-way surveys at reception number _____, in the office of the Elbert County Clerk and Recorder.

Signed _____

High Prairie Survey Co.		TITLE	
LAND SURVEYING CONSTRUCTION STAKING		ALTA/NSPS LAND TITLE SURVEY	
OIL AND GAS SURVEYING		PART OF SECS 14 & 15, T7S, R65W, 6TH P.M. ELBERT COUNTY, STATE OF COLORADO	
303-621-8672 FAX 303-621-7749		CLIENT	
P.O. BOX 384		CRAFT COMPANIES LLC	
KIOWA, COLORADO 80117		JOB NUMBER	
SCALE	DATE	DRAWN BY	
1"=500'	09/15/2015	D. COTTER	15391-ALTA
DATE:	REVISIONS:		
03/07/2016	REVISE TITLE COMMITMENT NOTES, TABLE A, TITLE COMMITMENT CERTIFICATION, ADDED FEMA FLOODPLAIN AND GENERAL NOTE #4.		



TOTAL SITE (1,011.95 ACRES ±)



LEGEND

	PARCEL BOUNDARY
	SECTION LINE
	RIGHT-OF-WAY
	EASEMENT (AS NOTED)
	O.H.U. OVERHEAD UTILITIES
	GAS UNDERGROUND GAS LINE
	FENCE LINE
	STRUCTURE / BUILDING ENVELOPE LOCATIONS
	FEMA FLOODPLAIN "ZONE A" PER FEMA FIRM# 08039C0250C
	SECTION LINE BEARING & DISTANCE
	SUBJECT PARCEL LINE BEARING & DISTANCE
	SET 3/4"x30"REBAR W/ 2-1/2" ALUM CAP LS# 30127
	FOUND ALUMINUM MONUMENT AT SECTION CORNER (AS NOTED)
	SET 5/8"x18"REBAR W/ PLASTIC CAP LS# 30127
	SET 5/8"x18"REBAR W/ PLASTIC CAP ON 30' OFFSET LS# 30127
	WINDMILL
	WELL

PROPERTY DESCRIPTION:
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All of Section 15, West 1/2 of Section 14, and SW1/4SE1/4 of Section 14, all in Township 7 South, Range 65 West of the 6th Principal Meridian, County of Elbert, State of Colorado, except a parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., described as:
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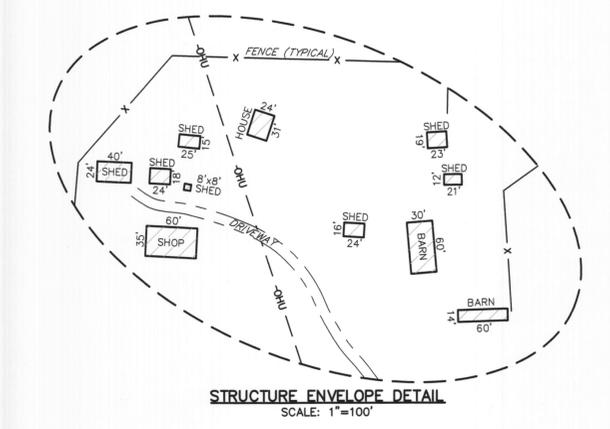
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Thence East parallel to the South line of Section 14 for 200 feet;
Thence South parallel to the West line of Section 14 for 435.5 feet;
Thence West along the South line of Section 14 for 200 feet to the point of beginning.

BASIS OF BEARINGS:
CONSIDERING THE EAST LINE OF SECTION 14 TO HAVE AN ASSUMED BEARING OF S00°04'43"W AND MONUMENTED AS SHOWN HEREON.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS:
ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

- GENERAL NOTES:**
1. All references to books, pages and reception numbers are public documents on file with the Clerk and Recorder of the County of Elbert, Colorado.
 2. County Road 158 is asphalt. The South line of the subject property falls within said County Road Right of Way.
 3. There are numerous two track trails throughout the subject property that are used for checking livestock and wells.
 4. The FEMA designated "Zone A" Floodplain as depicted on this ALTA/NSPS land title survey affects the Southeast corner of the subject parcel and is defined as an area within a "1% annual chance flood (100-year flood) with no base flood elevations determined"





First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
 Phone: **(303)876-1112** Fax: **(877)235-9185**

DATE: October 18, 2016
FILE NUMBER: NCS-732816-1-CO
PROPERTY ADDRESS: 1001 CO Road 158, Elizabeth, CO
OWNER/BUYER: Bluegreen Investments, LLC/Craft Bandera Acquisition Company, LLC
YOUR REFERENCE NUMBER: 1001 CO Road 158
ASSESSOR PARCEL NUMBER: 7514300002 and 7514200001

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:

Transmittal:
Revision No.:
Schedule A:
Schedule B - Section 1 Requirements:
Schedule B - Section 2 Exceptions:

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

TO:	First American Title Insurance Company National Commercial Services 1125 17th Street, Suite 500 Denver, Colorado 80202	TITLE OFFICER: Shari Jacobs	PHONE: (303)876-1112 FAX: (877)235-9185 E-MAIL: sjacobs@firstam.com DELIVERY: E-MAIL
<hr/>			
TO:	First American Title Insurance Company National Commercial Services 1125 17th Street, Suite 500 Denver, CO 80202	ESCROW OFFICER: Sonya Bailey	PHONE: (303)876-1112 FAX: (877)235-9185 E-MAIL: sonyabailey@firstam.com DELIVERY: E-MAIL
<hr/>			
To:	Craft Companies LLC 1645 Grant Street, Suite 200 Denver, CO 80203	ATTN: Randy Roberts	PHONE: (303)917-9827 MOBILE: FAX: E-MAIL: randy@craftcompanies.com DELIVERY: E-MAIL

To: **Davis & Ceriani PC**
 1350 17th St #400
 Denver, CO 80202

ATTN: **Ted Gorab**
PHONE:
MOBILE:
FAX:
E-MAIL: **egorab@davisandceriani.com**
DELIVERY: **E-MAIL**

To: **Bluegreen Investments LLC**
 8480 E. Orchard Rd #1100
 Greenwood Village CO 80111

ATTN: **Rex Weimer**
PHONE:
MOBILE:
FAX:
E-MAIL: **rexwy@comcast.net**
 metrodtc@gmail.com
DELIVERY: **E-MAIL**

To: **Craft Bandera Acquisition Company**
 1645 Grant St #200
 Denver, CO 80203

ATTN:
PHONE: **303-601-5188**
MOBILE:
FAX:
E-MAIL: **tim@craftcompaniesllc.com**
DELIVERY: **E-MAIL**

To: **James E. Brown & Associates PC**
 7100 E. Belleview Ave #302
 Greenwood Village, CO 80111

ATTN: **Jim Brown**
PHONE:
MOBILE:
FAX:
E-MAIL: **jim@jamesebrown.com**
DELIVERY: **E-MAIL**

To: **First American Title Insurance**
 Company National Commercial
 Services
 1125 17th Street, Suite 500
 Denver, CO 80202

ATTN: **Beverly M. Carlson**
PHONE: **(303)876-1138**
MOBILE: **(720)775-8892**
FAX: **(877)235-9185**
E-MAIL: **bevcarlson@firstam.com**
DELIVERY: **E-MAIL**

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

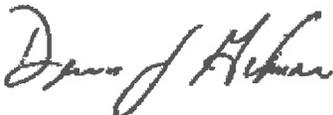
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

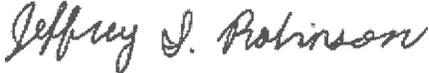
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

EXHIBIT A

Commitment No.: NCS-732816-1-CO

The land referred to in Schedule A is situated in the County of Elbert, State of Colorado and is described as follows:

Parcel A:

All of Section 15, West 1/2 of Section 14, and SW1/4SE1/4 of Section 14, all in Township 7 South, Range 65 West of the 6th Principal Meridian, County of Elbert, State of Colorado, except a parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., described as:

Beginning at the Southwest corner of Section 14, being also the Southeast corner of said Section 15;
Thence West 230 feet along the South line of Section 15;
Thence North parallel to the East line of Section 15, for 284 feet;
Thence East parallel to the South line of Section 15, for 230 feet;
Thence North along the West line of Section 14 for 151.5 feet;
Thence East parallel to the South line of Section 14 for 200 feet;
Thence South parallel to the West line of Section 14 for 435.5 feet;
Thence West along the South line of Section 14 for 200 feet to the point of beginning.

Parcel B:

A parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, described as:

Beginning at the Southwest corner of Section 14, being also the Southeast corner of said Section 15;
Thence West 230 feet along the South line of Section 15;
Thence North parallel to the East line of Section 15, for 284 feet;
Thence East parallel to the South line of Section 15, for 230 feet;
Thence North along the West line of Section 14 for 151.5 feet;
Thence East parallel to the South line of Section 14 for 200 feet;
Thence South parallel to the West line of Section 14 for 435.5 feet;
Thence West along the South line of Section 14 for 200 feet to the point of beginning.

For informational purposes only: APN(s): 7514300002 and 7514200001

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. Recordation of a Special Warranty Deed satisfactory to the Company, from Bluegreen Investments, LLC, a Colorado limited liability company, vesting fee simple title in and to Craft Bandera Acquisition Company, LLC, a Colorado limited liability company.
5. Recordation of a Release of the Deed of Trust from Bluegreen Investments, LLC, a Colorado limited liability company to the Public Trustee of Elbert County for the use of Farm Credit of Southern Colorado, FLCA, a wholly owned subsidiary of Farm Credit of Southern Colorado, ACA to secure an indebtedness in the principal sum of \$2,000,000.00, and any other amounts and/or obligations secured thereby, dated December 22, 2014 and recorded December 29, 2014 in Book 756 at Page 671 and re-recorded January 5, 2015 in Book 756 at Page 811.
6. Recordation of a Release of the Deed of Trust from Bluegreen Investments, LLC, a Colorado limited liability company to the Public Trustee of Elbert County for the use of Farm Credit of Southern Colorado, FLCA, a wholly owned subsidiary of Farm Credit of Southern Colorado, ACA to secure an indebtedness in the principal sum of \$700,000.00, and any other amounts and/or obligations secured thereby, dated December 22, 2014 and recorded December 29, 2014 in Book 756 at Page 672 and re-recorded January 5, 2015 in Book 756 at Page 812.
7. Receipt by the Company of the following documentation for Bluegreen Investments, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.
8. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Bluegreen Investments, LLC, a Colorado limited liability company.
9. This item has been intentionally deleted.
10. This item has been intentionally deleted.
11. This item has been intentionally deleted.

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B
SECTION TWO
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

NOTE: Upon receipt by the Company a satisfactory final owner's affidavit Items 1 through 4, above, may be deleted. The Company reserves the right to make additional requirements and/or exceptions upon the review of said survey and affidavit.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2015, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2016, and subsequent years, a lien not yet due and payable.

6. Rights of way for road purposes 30 feet in width as evidenced by the Road Petition recorded March 3, 1889 in Book 1 at Page 30 and the Road Viewers Report recorded March 3, 1894 in Book 1 at Page 205.
7. Rights of way for road purposes 30 feet in width as evidenced by the Road Petition recorded Book 1 at Page 47 and the Road Viewers Report recorded January 10, 1989 in Book 1 at Page 224.
8. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent recorded January 14, 1892 in Book 14 at Page 149.
9. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent recorded January 14, 1892 in Book 14 at Page 150.

10. This exception was intentionally combined with exception 6, above.
11. This item has been intentionally deleted.
12. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and the right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded January 9, 1896 in Book 23 at Page 69.
13. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent recorded July 28, 1897 in Book 23 at Page 127.
14. This item has been intentionally deleted.
15. This exception was intentionally combined with exception 7, above.
16. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and the right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 13, 1904 in Book 23 at Page 467.
17. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and the right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded June 19, 1905 in Book 41 at Page 166.
18. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and the right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded March 16, 1920 in Book 41 at Page 576, under Reception Number 53029.
19. This item has been intentionally deleted.
20. This item has been intentionally combined with Exception 19.
21. This item has been intentionally combined with Exception 19.
22. This item has been intentionally deleted.
23. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Mill Park and Recreation District , as evidenced by instrument recorded October 8, 1986 in Book 399 at Page 75.
24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Colorado Interstate Gas Company Right of Way Easement recorded January 28, 2002 in Book 624 at Page 253.
25. This item has been intentionally deleted.
26. This item has been intentionally deleted.

27. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 09-13 approving the Bandera East Planned Unit Development and the Bandera East Preliminary Plat recorded March 4, 2009 in Book 709 at Page 694.
28. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 09-14 approving the Bandera West Planned Unit Development and the Bandera West Preliminary Plat recorded March 4, 2009 in Book 709 at Page 695.
29. Mineral rights as conveyed by Oil, Gas and Minerals Quitclaim Deed recorded March 31, 2011 in Book 726 at Page 759, and any and all assignments thereof or interests therein.
30. This item has been intentionally deleted.
31. This item has been intentionally combined with Exception 30.
32. This item has been intentionally combined with Exception 30.
33. Existing leases and tenancies.

NOTE: Upon receipt of a fully executed and acknowledged owner's affidavit Exception 33 will be modified and/or deleted.

34. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ACSM Land Title Survey dated September 15, 2015, prepared by High Prairie Survey Co., as Job Number 15391-ALTA:
 - A. Rights or claims of others in connection with the wells located on the subject property.
 - B. Fence lines along and within 35 feet of the northerly and southerly property lines are not coincident with the property boundaries along the northerly and southerly property lines.
 - C. Overhead power lines and poles along the South boundary of subject property without benefit of a recorded easement.
35. Terms, conditions, provisions, obligations and agreements as set forth in the Notice of Contract recorded May 9, 2016 at Reception No. 558876.

EXHIBIT B
Statement of Charges

ALTA Owner Policy	\$ 7,742.00
Tax Certification	\$ tbd
CO End 100.33 (8,9,12,13,16,17,18)	\$ 100.00
Deletion of 1-4 w/approval	\$ 70.00
Alta 19-06	\$ 1500.00
Commitment extension-6 months	\$ 20.00

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**

- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

October 19, 2016

Re: Processing of Concept Plan related to certain real property known as 1001 Colorado Road 158, Elizabeth, Colorado, 80107 as further Described on Exhibit A hereto (the "Property").

Community & Development Services of Elbert County, Colorado:

The undersigned Bluegreen Investments, LLC ("Seller") hereby acknowledges that pursuant to and subject to the terms of that certain Contract to Buy and Sell Real Estate, dated April 29, 2016, (as amended, the "Contract"), Craft Bandera Acquisition Company, LLC ("Buyer") is authorized to submit a Concept Plan (the "Application") in the form attached hereto as reasonably needed or required by Elbert County (the "Authority") with respect to the Property. Seller is the current owner of the Property and hereby grants permission to Buyer to submit the Application and requests that the Authority process the Application in its ordinary course. Any material changes to the Concept Plan and any costs of development pursuant thereto shall be subject to the undersigned's review and prior written consent.

Sincerely,
Bluegreen Investments, LLC

By: 
Name: ROD WEJNER
Its: MANAGER

Exhibit A
Legal Description

Parcel A:

All of Section 15, West 1/2 of Section 14, and SW1/4SE1/4 of Section 14, all in Township 7 South, Range 65 West of the 6th Principal Meridian, County of Elbert, State of Colorado, except a parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., described as:

Beginning at the Southwest corner of Section 14, being also the Southeast corner of said Section 15;
Thence West 230 feet along the South line of Section 15;
Thence North parallel to the East line of Section 15, for 284 feet;
Thence East parallel to the South line of Section 15, for 230 feet;
Thence North along the West line of Section 14 for 151.5 feet;
Thence East parallel to the South line of Section 14 for 200 feet;
Thence South parallel to the West line of Section 14 for 435.5 feet;
Thence West along the South line of Section 14 for 200 feet to the point of beginning.

Parcel B:

A parcel of land in the SW1/4SW1/4 of Section 14 and the SE1/4SE1/4 of Section 15, in Township 7 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, described as:

Beginning at the Southwest corner of Section 14, being also the Southeast corner of said Section 15;
Thence West 230 feet along the South line of Section 15;
Thence North parallel to the East line of Section 15, for 284 feet;
Thence East parallel to the South line of Section 15, for 230 feet;
Thence North along the West line of Section 14 for 151.5 feet;
Thence East parallel to the South line of Section 14 for 200 feet;
Thence South parallel to the West line of Section 14 for 435.5 feet;
Thence West along the South line of Section 14 for 200 feet to the point of beginning.