

**SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT AND RESIDUAL LAND USE RESTRICTIONS FOR
HIDDEN VALLEY ESTATES II R.L.U.P. 02-S1948**

This *Second Amendment to the Development Agreement and Residual Land Use Restrictions for Hidden Valley Estates II R.L.U.P. 02-S1948* ("Second Amendment") is made this 14 day of June, 2016, between the Board of County Commissioners of Larimer County, Colorado ("County"), and Hidden Valley Estates Homeowner's Association ("Association"), Crowder Family Investments, Inc. (Lot 1), Schuwick, LLC (Lot 2), HVE 1 LLC (Lot 3), Alistair John Bullen and Sandra Bullen (Lot 4), Jeffrey R. and Kay Lucas (Lot 5), Stange Wilkinson Legacy Trust, by and through Trustees Terry Gene Stange and Sonja R. Wilkinson (Lot 6), Gary N. Gentry (Lot 7), Travis and Kristal Crites (Lot 8), Emma Louise Warner (Lot 9), Frank Phillip and Rosemary Ann Warner (Lot 10), Marc and Diane Strickland (Lot 11) and Casey L. Harrington and Janet L. Irvin (Lot 12) (collectively "Developers").

WHEREAS, the Final Plat of Hidden Valley Estates II R.L.U.P. 02-S1948 was approved by County on December 9, 2003, and recorded on December 9, 2003, at Reception No. 2003-0154011 of the Larimer County records (hereafter "HVE 2 Plat"); and

WHEREAS, County, Association and Developer's predecessors in interest entered into and executed the *Development Agreement and Residual Land Use Restrictions for Hidden Valley Estates II R.L.U.P. 02-S1948* (the "HVE 2 Development Agreement" with that area being referenced as "HVE 2"), which HVE 2 Development Agreement was recorded on December 9, 2003, at Reception No. 2003-0154012 and re-recorded at Reception No. 2004-0018093 of the Larimer County records for the property described on Exhibit "A" attached; and

WHEREAS, County, Association, some Developers and some predecessors in interest to Developers entered into and executed the *Amendment to the Development Agreement and Residual Land Use Restrictions for Hidden Valley Estates II R.L.U.P. 02-S1948* (the "First Amendment"), which First Amendment was recorded on June 22, 2005, at Reception No. 2005-0050725 of the Larimer County records; and

WHEREAS, a predecessor in interest to Developers and Colorado Open Lands entered into and executed the *Amended and Restated Deed of Conservation Easement* ("Amended & Restated CE"), which Amended & Restated CE was recorded on September 20, 2004, at Reception No. 2004-0092190; and

WHEREAS, the Residual Lots as identified in the HVE 2 Development Agreement were and are governed by the Amended & Restated CE; and

WHEREAS, the Amended & Restated CE also governs certain of the Common Area Lots as identified in that *Development Agreement and Residual Land Use Restrictions for*

✓ Please return to Planning

Hidden Valley Estates III R.L.U.P. 03-S2168 (hereafter “HVE 3 Development Agreement” with that area being referenced as “HVE 3”); and

WHEREAS, Section 3(e) of the HVE 2 Development Agreement provides that, “This Section 3 as it relates to Residual Lots A, B, C and D may not be amended except with the express written consent of the County, all owners of Residual Lots A, B, C, and D and all owners of Lots 1 through 12 after a published notice and hearing before the Board of County Commissioners”; and

WHEREAS, Developers are the current owners of 100% of Lots 1-12 and Residual Lots A, B, C and D in HVE 2; and

WHEREAS, Section 3.d. of the HVE3 Development Agreement provides, in part, that, “Developer covenants and agrees that it shall not amend the Conservation Easement without the express written consent of the Board of County Commissioners of Larimer County”; and

WHEREAS, Association, La Folie Holdings, LLC, Michael W. & Cynthia A. Routh, Cody L. & Jennifer L. Balzer and Colorado Open Lands have agreed, subject to approval by the County, to amend the Amended & Restated CE to: (i) add and thereby encumber an additional 23.4 acres of real property to the Amended & Restated CE (Common Area Lots C, D and E of HVE 3), (ii) extinguish the ability to build improvements in Recreational Building Envelope #1 also known as Residual Lot A of HVE 2, (iii) clarify the subdivision and transfer language, and (iv) clarify language regarding Recreational Building Envelope #2 also known as Common Area Lot B of HVE 3; and

WHEREAS, as a result of the effort to amend the Amended & Restated CE as described in these Recitals, the County, Association and Developers desire to amend the HVE 2 Development Agreement and HVE 2 Plat to provide for consistency as between the HVE 2 Development Agreement, the HVE 2 Plat and the Amended & Restated CE, as to be amended.

NOW, THEREFORE, in consideration of the mutual covenants and promises set out herein and the covenants and promises in the HVE 2 Development Agreement and First Amendment, the parties agree as follows:

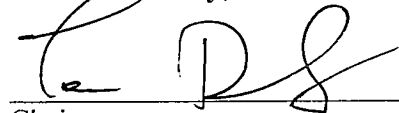
- 1) The County hereby consents to the amendment to the Amended & Restated CE as proposed by Developers, the Association, and Colorado Open Lands in the form attached hereto as Exhibit B.
- 2) Section 3.b.(3) of the HVE 2 Development Agreement, as amended by the First Amendment, shall be and is hereby deleted. It is the intent of this Second Amendment to eliminate the right under the HVE 2 Development Agreement and First Amendment to build a Horse Barn, corral, pens or anything else incidental to the operation and maintenance of a Horse Barn on Residual Lot A of HVE 2. As a result, Residual Lot A of the HVE 2 shall remain undeveloped open space.

- 3) The HVE 2 Plat as to Residual Lot A of HVE 2 is hereby amended to be consistent with this Second Amendment.
- 4) Except as modified herein, all terms and conditions of the HVE 2 Development Agreement and HVE 2 Plat shall remain in full force and effect.
- 5) This Second Amendment may be executed in counterparts.

IN WITNESS WHEREOF

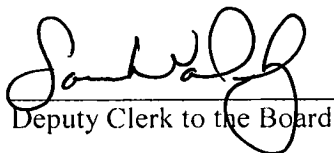
LARIMER COUNTY:

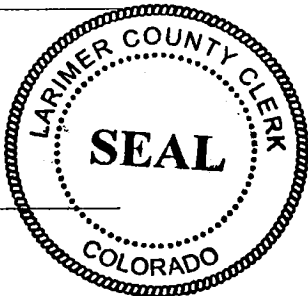
Board of County Commissioners of
Larimer County, Colorado



Chair

ATTEST:

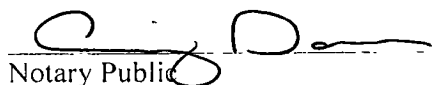

Deputy Clerk to the Board

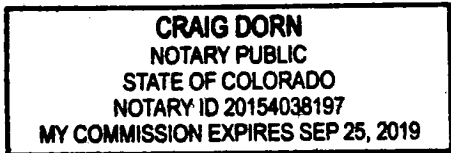


STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 14 day of June, 2016, by Tom Donnelly & Sarah Valdez.

WITNESS my hand and official seal.
[SEAL]


Notary Public
My commission expires: 9-25-19



HIDDEN VALLEY ESTATES HOMEOWNER'S ASSOCIATION



Stephen Nilsen, HVE HOA President

Date: 5-5-2016



Frank Warner, HVE HOA Vice-President

Date: 5/25/2016



Cynthia A. Routh, HVE HOA Treasurer

Date: 5/3/2016



Kay Lucas, HVE HOA Secretary

Date: 5/11/2016



Michael W. Routh, HVE HOA Board Member

Date: 5/3/16



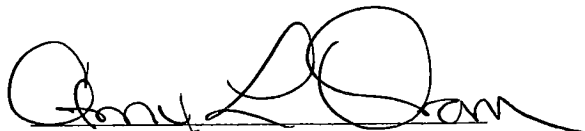
Cody L. Balzer, HVE HOA Board Member

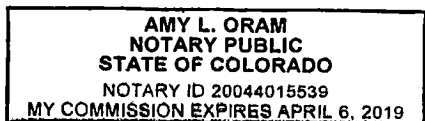
Date: 5/3/2016

STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged and signed before me this 5th day of May, 2016 by Stephen Nilsen.
Witness my hand and official seal.

My commission expires: 4-6-2019

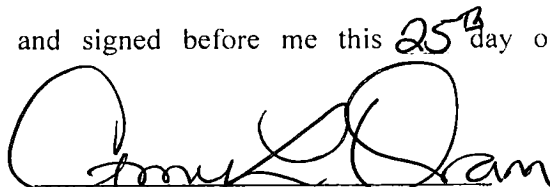

Notary Public

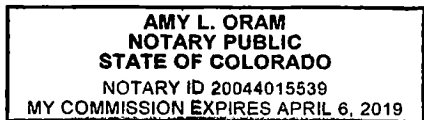


STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged and signed before me this 25th day of May, 2016 by Frank Warner.
Witness my hand and official seal.

My commission expires: 4-6-2019

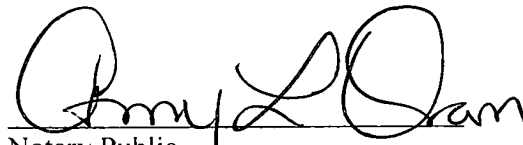

Notary Public

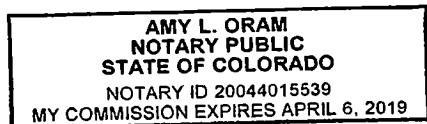


STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged and signed before me this 3rd day of May, 2016 by Cynthia A. Routh.
Witness my hand and official seal.

My commission expires: 4-6-2019



Notary Public

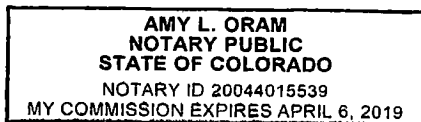


STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged and signed before me this 11th day of May, 2016 by Kay Lucas.
Witness my hand and official seal.

My commission expires: 4-6-2019

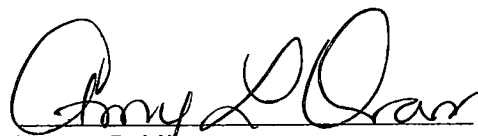

Notary Public

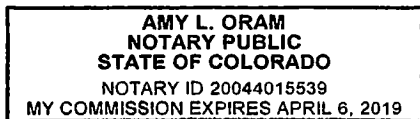


STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged and signed before me this 3rd day of May, 2016 by Michael W. Routh.
Witness my hand and official seal.

My commission expires: 4-6-2019

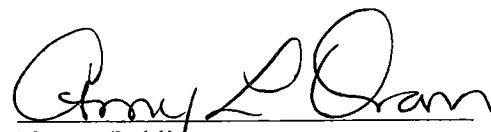

Notary Public

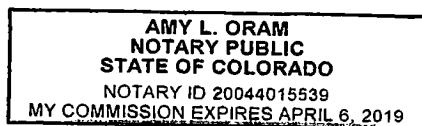


STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged and signed before me this 2nd day of May, 2016 by Cody L. Balzer.
Witness my hand and official seal.

My commission expires: 4-6-2019


Notary Public



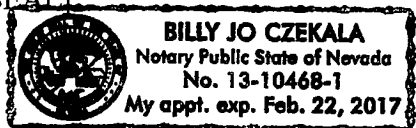
CROWDER FAMILY INVESTMENTS, INC. (Lot 1)

James L. Crowder
BY: James L. Crowder, Pres.
(written name and title)

STATE OF Nevada)
COUNTY OF Clark) ss.

The foregoing instrument was acknowledged before me this 17 day of May, 2016, by Billy Czekala, as James Crowder of Crowder Family Investments, Inc.

WITNESS my hand and official seal.
[SEAL]



Billy Jo Czekala
Notary Public
My commission expires: Feb. 22, 2017

HVE 1 LLC (Lot 3)

[Signature]
BY: Alex Schuman - manager
(written name and title)

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 9th day of May, 2016, by
Alex Schuman, as Manager of HVE 1 LLC.

WITNESS my hand and official seal.
[SEAL]

[Signature]
Notary Public
My commission expires: May 17, 2017

SHELLY MARIE ADAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19944014280
MY COMMISSION EXPIRES MAY 17, 2017

ALISTAIR JOHN BULLEN AND SANDRA BULLEN (Lot 4)

Alistair John Bullen

Alistair John Bullen

Sandra Bullen

Sandra Bullen



COUNTRY
STATE OF ENGLAND & WALES
) ss.
COUNTY OF BERKSHIRE

The foregoing instrument was acknowledged before me this 6 day of MAY, 2016, by
Alistair John Bullen and Sandra Bullen.

WITNESS my hand and official seal.
[SEAL]

Sunita Kumari

Notary Public

My commission expires: WITH LIFE



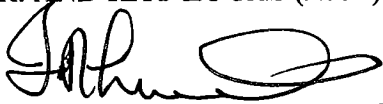
SUNITA KUMARI

NOTARY PUBLIC ENGLAND & WALES

NOTARY PUBLIC
LONDON, ENGLAND
SUNITA KUMARI
(My Commission expires with Life)

Abbey House,
18-24 Stoke Road,
Slough Berks SL2 5AG

JEFFREY R. AND KAY LUCAS (Lot 5)



Jeffrey R. Lucas

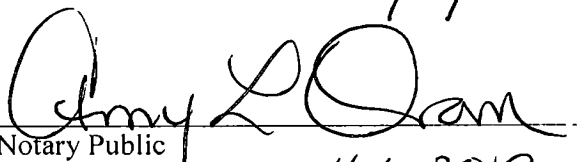


Kay Lucas

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 11th day of May, 2016. by Jeffrey R. Lucas and Kay Lucas.

WITNESS my hand and official seal.
[SEAL]



Notary Public

My commission expires: 4-6-2019

AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES APRIL 6, 2019

STANGE WILKINSON LEGACY TRUST (Lot 6)

Terry Gene Stange

Terry Gene Stange, Trustee

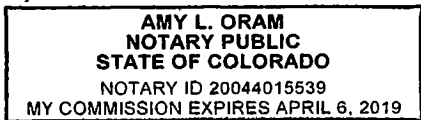
Sonja R. Wilkinson

Sonja R. Wilkinson, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 16th day of May, 2016, by Stange Wilkinson Legacy Trust, by and through Trustees Terry Gene Stange and Sonja R. Wilkinson.

WITNESS my hand and official seal.
[SEAL]



Amy L. Oram

Notary Public
My commission expires: 4-6-2019

GARY N. GENTRY (Lot 7)

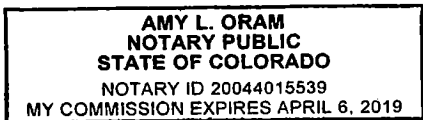
[Handwritten signature of Gary N. Gentry]

Gary N. Gentry

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 9th day of May, 2016, by Gary N. Gentry.

WITNESS my hand and official seal.
[SEAL]



[Handwritten signature of Amy L. Oram]

Notary Public
My commission expires: 4-6-2019

EMMA LOUISE WARNER (Lot 9)

Emma Louise Warner
Emma Louise Warner

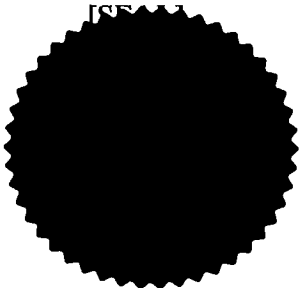
The foregoing instrument was acknowledged before me this 4th day of May, 2016, by Emma Louise Warner.

WITNESS my hand and official seal.

Paul Nigel Engelbrecht

Notary Public

My commission expires: on LIFE.



PAUL NIGEL ENGELBRECHT

NOTARY PUBLIC, CHELTENHAM, UNITED KINGDOM

I, PAUL NIGEL ENGELBRECHT Notary Public
Hereby certify this document was signed before me
Cheltenham, United Kingdom this 4th day of May 2016
by Emma Louise Warner
UK Passport 506566025.
As witness my hand and seal

Hughes Paddison Solicitors
10 Royal Crescent
Cheltenham GL50 3DA
Tel: 01242 574244
Fax: 01242 221631
www.hughes-paddison.co.uk

FRANK PHILLIP AND ROSEMARY ANN WARNER (Lot 10)

F.P. Warner

Frank Phillip Warner

RA Warner

Rosemary Ann Warner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

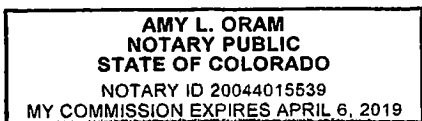
The foregoing instrument was acknowledged before me this 25th day of May, 2016, by Frank Phillip and Rosemary Ann Warner.

WITNESS my hand and official seal.
[SEAL]

Amy L. Oram

Notary Public

My commission expires: 4-6-2019



MARC AND DIANE STRICKLAND (Lot 11)

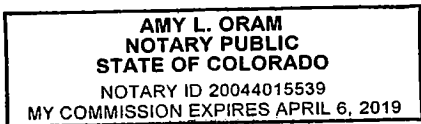
Marc Strickland
Marc Strickland

Diane Strickland
Diane Strickland

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

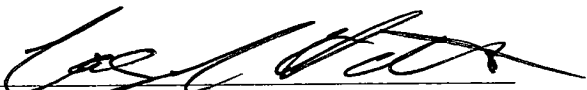
The foregoing instrument was acknowledged before me this 16th day of May, 2016, by Marc and Diane Strickland.

WITNESS my hand and official seal.
[SEAL]




Amy L. Oram
Notary Public
My commission expires: 4-6-2019

CASEY L. HARRINGTON AND JANET L. IRVIN (Lot 12)



Casey L. Harrington

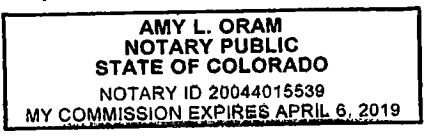


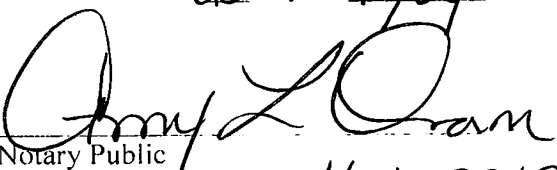
Janet L. Irvin

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 23rd day of May, 2016, by
Casey L. Harrington and Janet L. Irvin.

WITNESS my hand and official seal.
[SEAL]





Notary Public
My commission expires: 4-6-2019

Exhibit "A"

A TRACT OF LAND SITUATE IN SECTIONS 5, 8 AND 17, TOWNSHIP 5 NORTH,
RANGE 69 WEST OF THE SIXTH P.M., COUNTY OF LARIMER, STATE OF COLORADO,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, AND
CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 8 TO
HAVE AN ASSUMED BEARING OF S01°30'12"E AS DETERMINED BY MONUMENTS
FOUND AT THE CENTER QUARTER CORNER AND AT THE SOUTH QUARTER
CORNER OF SAID SECTION 8, WITH ALL OTHER BEARINGS RELATIVE THERETO:

THENCE S00°06'42"W, 201.89 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-
WAY LINE OF U.S. HIGHWAY 34;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE
COURSES:

1. N78°08'12"W, 56.77 FEET;
2. ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,773.75 FEET,
AN ARC LENGTH OF 120.93 FEET, A CENTRAL ANGLE OF 01°12'00", AND A CHORD
WHICH BEARS N78°44'12"W, 120.92 FEET;
3. N79°20'12"W, 223.81 FEET;

THENCE N31°09'27"W, 144.09 FEET;
THENCE S89°46'08"W, 545.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-
WAY LINE OF U.S. HIGHWAY 34;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO
COURSES:

1. N68°55'25"W, 171.30 FEET;
2. N85°25'11"W, 145.13 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID WEST LINE, N00°26'48"W, 1223.99 FEET TO THE SOUTHWEST
SIXTEENTH CORNER OF SAID SECTION 8;
THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 8, N00°26'38"W, 1298.07 FEET TO THE
WEST SIXTEENTH CORNER OF SAID SECTION 8;
THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SAID SECTION 8, N00°49'02"W, 358.04 FEET;
THENCE S89°10'58"W, 339.89 FEET;
THENCE N00°49'02"W, 333.72 FEET;
THENCE S89°10'58"W, 230.20 FEET;
THENCE N00°49'02"W, 1,707.47 FEET;
THENCE N89°10'58"E, 570.08 FEET TO A POINT ON THE WEST LINE OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;
THENCE ALONG SAID WEST LINE, N00°49'02"W, 144.42 FEET TO THE WEST
SIXTEENTH CORNER OF SECTIONS 5 AND 8;
THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 5, N01°38'14"E, 613.31 FEET;
THENCE S89°29'53"E, 1,246.33 FEET TO A POINT ON THE EAST LINE OF THE
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

Exhibit "A" continued

THENCE ALONG SAID EAST LINE, S02°13'42"W, 613.47 FEET TO THE NORTH
QUARTER CORNER OF SAID SECTION 8;
THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION
8, S01°30'14"E, 2,541.51 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION
8;
THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION
8, S01°30'12"E, 2,583.88 FEET TO THE POINT OF BEGINNING.

ALSO: A TRACT OF LAND LOCATED IN SAID SECTION 17; BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, AND
CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 8 TO
HAVE AN ASSUMED BEARING OF S01°30'12"E, WITH ALL OTHER BEARINGS
RELATIVE THERETO;

THENCE S25°14'41"W, 306.19 FEET TO THE POINT OF BEGINNING;
THENCE S58°58'51"W, 30.77 FEET;
THENCE S51°28'51"W, 45.00 FEET;
THENCE S46°38'51"W, 73.00 FEET;
THENCE N31°16'09"W, 153.75 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-
WAY LINE OF U.S. HIGHWAY 34;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34 THE
FOLLOWING TWO COURSES:
1. S79°12'44"E, 134.09 FEET;
2. ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5,679.95 FEET,
AN ARC LENGTH OF 63.94 FEET, A CENTRAL ANGLE OF 00°38'42", AND A CHORD
WHICH BEARS S78°53'23"E, 63.94 FEET TO THE POINT OF BEGINNING.

EXCEPT a tract of land located in the West half of Section 8 and the Southwest Quarter of
Section 5, Township 5 North, Range 69 West of the 6th P.M. County of Larimer, State of
Colorado. More particularly described as follows:

Commencing at the West Sixteenth Corner of Section 8, Township 5 North, Range 69 West and
considering the West line to bear N00°49'02"W with all other bearings relative thereto;

Thence N00°49'02"W, 358.04 feet to the Point of Beginning.

Thence S89°10'58"W, 339.89 feet;

Thence N00°49'02"W, 333.72 feet;

Thence S89°10'58"W, 230.20 feet;

Thence N00°49'02"E, 1707.47 feet;

Thence N89°10'58"E, 570.08 feet;

Thence S00°49'02"W, 2014.19 feet to the Point of Beginning. Said described land contains
1,086,829.15 sq.ft., 24.95 acres more or less.

SAID DESCRIBED TRACT CONTAINS 169.16 ACRES, MORE OR LESS AND IS
SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY NOW ON RECORD OR
EXISTING.

Also known as Lots 1-12 and Residual Lots A-D, Hidden Valley Estates II R.L.U.P. 02-S1948.

EXHIBIT B

**FIRST AMENDMENT TO
AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT
HIDDEN VALLEY**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT HIDDEN VALLEY (“**First Amendment**”) is executed this ___ day of _____, 2016, by LA FOLIE HOLDINGS, LLC (“**LFH LLC**”), HIDDEN VALLEY ESTATES HOMEOWNER’S ASSOCIATION (“**HVE HOA**”), MICHAEL W. ROUTH & CYNTHIA A. ROUTH (the “**Rouths**”), CODY L. BALZER & JENNIFER L. BALZER (the “**Balzers**”), GORDON H. LINK JR & DAWN J. LINK (collectively “**Grantors**” unless individually identified), and COLORADO OPEN LANDS, a Colorado nonprofit corporation, having offices at 355 South Teller Street, Suite 210, Lakewood, Colorado 80226 (“**Grantee**”) (collectively “the **Parties**”).

RECITALS

- A. On or about November 13, 2003, Backbone Investments, LLC, predecessor in interest to Grantors (“**Backbone Investments**”), executed that certain Deed of Conservation Easement, Hidden Valley, recorded November 13, 2003 at Reception No. 2003-0143273 in the records of the Clerk and Recorder of Larimer County, Colorado, which encumbered that portion of the Property identified in Exhibit A thereto.
- B. On or about September 20, 2004, Backbone Investments executed that certain Amended and Restated Deed of Conservation Easement, Hidden Valley, recorded September 20, 2004 at Reception No. 2004-0092190 in the records of the Clerk and Recorder of Larimer County, Colorado, which further encumbered that portion of the Property identified in Exhibit B thereto with those lands previously encumbered and set forth in Exhibit A thereto (the “**Amended and Restated Easement**”).
- C. Grantor HVE HOA, as a successor in interest to Backbone Investments, is sole owner in fee simple of real property in Larimer County, State of Colorado, more particularly described as the “First Donation Parcel” in the Amended and Restated Easement and also identified in **Exhibit A** attached hereto.
- D. Grantor LFH LLC, as a successor in interest to Backbone Investments, is sole owner in fee simple of real property in Larimer County, State of Colorado, more particularly described as the “Second Donation Parcel” in the Amended and Restated Easement in **Exhibit B** attached hereto as well as an additional 23.41 acres of real property (the “**Additional Property**”) as identified in **Exhibit B-1** attached hereto.
- E. Grantors the Rouths, Grantors the Balzers and Grantors the Links own Lots 3, 1 and 5, respectively, in Hidden Valley Estates III R.L.U.P. 03-S2168 as recorded in Reception

*After recording return to: Colorado Open Lands
355 South Teller Street, Suite 210
Lakewood, CO 80226
Phone: 303-988-2373*

No. 2005-0050727, on June 22, 2005, in the office of the Clerk and Recorder of Larimer County, Colorado, (“HVE III”) with said Lots 3, 1 and 5 identified on **Exhibits C and C-II** of this First Amendment and by that ownership may potentially have a right to fee simple ownership under the Amended and Restated Easement to a proportionate ownership share of the lands described in **Exhibit B** and **Exhibit B-1**, and, in part, it is these potential ownership interests that this First Amendment seeks to clarify.

- F. The lands identified in **Exhibit A** and **Exhibit B** are collectively called the “Property.”
- G. Part of the Property includes Recreational Building Envelope #1 legally described as Residual Lot A on the Plat for Hidden Valley Estates II R.L.U.P. 02-S1948 with said Plat located at Reception #2003-0154011 of the records of Larimer County (“**Recreational Building Envelope #1**”) wherein certain defined uses are permitted under the Amended and Restated Easement.
- H. Part of the Property includes Recreational Building Envelope #2 legally described as Common Area Lot B on the Plat for HVE III with said Plat located at Reception #2005-0050726 of the records of Larimer County (“**Recreational Building Envelope #2**”) wherein certain defined uses are permitted under the Amended and Restated Easement.
- I. The Parties now wish to amend the Amended and Restated Easement to: (i) add and thereby encumber the Additional Property to the Amended and Restated Easement, (ii) extinguish the ability to build improvements in Recreational Building Envelope #1 (as previously shown in Exhibits C and C-1 to the Amended and Restated Easement; said exhibits now deleted and replaced as set forth herein), (iii) clarify the subdivision and transfer language, and (iv) clarify language regarding Recreational Building Envelope #2.
- J. Section 19(F) of the Amended and Restated Easement permits amendment of the Amended and Restated Easement in circumstances described in Recitals I-K below, which amendment must be executed by both parties and recorded in the records of the Clerk and Recorder of Larimer County, Colorado.
- K. Grantee has determined pursuant to Section 19(F) of the Amended and Restated Easement that this First Amendment meets the requirements of Treasury Regulation § 1.170A-14(h)(3)(i) and does not confer a private benefit to Grantors or any other individual greater than the benefit to the general public.
- L. Grantee has determined pursuant to Section 19(F) of the Amended and Restated Easement that this First Amendment meets the requirements of Treasury Regulation § 1.501(c)(3)-1(c)(2) and does not result in private inurement for any of Grantee’s board members, staff, or contract employees.
- M. Grantee has determined pursuant to Section 19(F) of the Amended and Restated Easement that this First Amendment is consistent with the preservation and protection of

the Conservation Values and does not affect the perpetual duration of the Amended and Restated Easement.

NOW, THEREFORE, in accordance with the foregoing, the covenants and considerations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the undersigned hereby amend the Amended and Restated Easement as follows:

1. That Additional Property more particularly described in **Exhibit B-1** attached hereto and depicted on **Exhibit C** and **Exhibit C-II** as the Additional Property shall hereafter be added to, included in and governed by the Amended and Restated Easement as amended herein. The Additional Property shall hereafter be considered a part of the Property subject to the terms and restrictions of the Amended and Restated Easement as amended by this First Amendment.
2. Exhibit C, Exhibit C-I and Exhibit C-II to the Amended and Restated Easement are hereby deleted in their entirety and replaced with **Exhibit C**, **Exhibit C-I**, and **Exhibit C-II** to this First Amendment.
3. Section 4.B.(1)b. of the Amended and Restated Easement is deleted in its entirety and replaced with the following:
 - b. ***Agricultural and Recreational Improvements.*** New unenclosed agricultural improvements such as corrals, loafing sheds, hayracks or stock tanks may be constructed on the Property without permission of Grantee. One building not to exceed a cumulative total of 5,000 square feet of enclosed area for uses associated with equestrian, swimming, tennis, other athletic activities or other uses provided they are consistent with the goals, purposes and requirements of the Amended and Restated Easement and this First Amendment, may be located within Recreational Building Envelope #2 (also known as Common Area Lot B) as depicted on **Exhibit C** and **Exhibit C-II** without permission of Grantee. After construction of the permitted building, the owner of Recreational Building Envelope #2 shall maintain, repair or replace the building within the Recreational Building Envelope #2 in a manner not to exceed the original permitted cumulative total of 5,000 square feet of enclosed area, without further permission of Grantee.
4. Section 4.B.(3)a. of the Amended and Restated Easement is deleted in its entirety and replaced with the following:
 - a. ***Road Construction and Paving.*** No roads or driveways shall be constructed or established except for those existing or new roads or driveways depicted on the **Map Exhibits**. Notwithstanding the foregoing, a driveway is permitted within Recreational Building Envelope #2 for construction, maintenance, access and use of the permitted improvements. The paving or otherwise surfacing of roads or driveways with concrete, asphalt, or any other impervious paving material is prohibited except as indicated on the **Map**

Exhibits as “road may be paved” on the legends of Exhibit C, Exhibit C-I, and Exhibit C-II, or as permitted within Recreational Building Envelope #2 as set forth herein.

5. Section 6.A. of the Amended and Restated Easement is deleted in its entirety and replaced with the following:

A. **Subdivision.** Grantors and Grantee agree and acknowledge that the Property (including the Additional Property) is made up of multiple separate parcels that are recognized by Larimer County, Colorado, as separate legal parcels. Grantors and Grantee agree and acknowledge that the further division, partition, or de facto subdivision of these parcels (all of which collectively make up the Property), whether by legal or physical process, is prohibited.

Except as provided for in subparagraph (i) below, it is the intent of the parties to require common ownership of the parcels that make up the Property, and therefore Grantors and Grantee agree and acknowledge that ownership of the Property shall be as follows:

- The Second Donation Parcel, which includes multiple separate legal parcels, (including Recreational Building Envelope #2 (aka Common Area Lot B) and the Additional Property), shall remain in common ownership.
- The First Donation Parcel, which also includes multiple separate legal parcels, shall remain in common ownership.

(i) Recreational Building Envelope #2 (aka Common Area Lot B), which is a separate legal parcel that is part of the Second Donation Parcel, may be conveyed and owned separately from the remainder of the Second Donation Parcels after ownership of the First Donation Parcel is consolidated with ownership of the remaining parcels that make up the Second Donation Parcel. By way of example, if this option is exercised, ownership of the Property would be as follows:

- The Recreational Building Envelope #2 (aka Common Area Lot B), would be owned separate and apart from all other parcels that make up the Property, and
- The First Donation Parcel and all of the Second Donation Parcel (except Recreational Building Envelope #2 (aka Common Area Lot B), would be commonly owned.

6. Section 10 of the Amended and Restated Easement is deleted in its entirety and replaced with the following:

10. **Transfer of Property.** Any time the Property (inclusive of the Additional Property) or the Recreational Building Envelope #2 is transferred by Grantor or

Grantors, as applicable, to any third party, Grantor or Grantors, as applicable, shall pay a \$100 transfer fee to Grantee and notify Grantee within five (5) business days after closing in writing using the form in Exhibit D attached to this Amended and Restated Easement. Any document of conveyance shall expressly refer to this Amended and Restated Easement as amended. This transfer fee shall be in addition to any amount that Grantor or Grantors may owe to reimburse Grantee for its costs and expenses under separate provisions of this Amended and Restated Easement as amended.

7. In their individual capacities, Grantors the Rouths, Grantors the Balzers and Grantors the Links hereby waive, relinquish and disclaim any rights or ownership in those lands described in Exhibit B and Exhibit B-1 to the extent said lands should have been proportionately conveyed to them under the terms of the Amended and Restated Easement as owners of Lots 3 and 1, respectively, in HVE III and both the Rouths and Balzers expressly approve and consent to this First Amendment, as shown by their execution of the Consent and Approval hereof.
8. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Amended and Restated Easement, this First Amendment shall govern and control.
9. All defined terms used herein shall have the same meaning as set forth in the Amended and Restated Easement unless expressly provided to the contrary herein.
10. Grantors and Grantee hereby ratify and confirm this modification to the terms and provisions of the Amended and Restated Easement. Except as amended by this First Amendment, the terms and provisions of the Amended and Restated Easement shall remain in full force and effect.

IN WITNESS WHEREOF, Grantors and Grantee have executed this First Amendment as of the date first written above.

[Signatures on following page]

**ACCEPTED by GRANTOR:
LA FOLIE HOLDINGS, LLC**

Cody L. Balzer, Manager/Member

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by
Cody L. Balzer, Manager/Member of La Folie Holdings, LLC, as Grantor.

WITNESS my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

**ACCEPTED by GRANTOR:
HIDDEN VALLEY ESTATES HOMEOWNER'S ASSOCIATION**

Stephen Nilsen, HVE HOA President

Date: _____

Frank Warner, HVE HOA Vice-President

Date: _____

Cynthia A. Routh, HVE HOA Treasurer

Date: _____

Kay Lucas, HVE HOA Secretary

Date: _____

Michael W. Routh, HVE HOA Board Member

Date: _____

Cody L. Balzer, HVE HOA Board Member

Date: _____

ACCEPTED by GRANTEE:
COLORADO OPEN LANDS,
a Colorado nonprofit corporation,

By: _____
Anthony P. Caligiuri, its President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by Anthony P. Caligiuri of COLORADO OPEN LANDS, a Colorado nonprofit corporation.

WITNESS my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

GRANTORS' CONSENT AND APPROVAL OF FIRST AMENDMENT

Grantors the Rouths, Grantors the Balzers and Grantors the Links hereby expressly consent to and approve this First Amendment of the Amended and Restated Deed of Conservation Easement by and between Grantors and Grantee, and intending to legally bind themselves, have set their hands on the date first written above.

GRANTORS: the Rouths

Michael W. Routh

Cynthia A. Routh

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016. by Michael W. and Cynthia A. Routh, as Grantor.

WITNESS my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

And

GRANTORS: the Balzers

Cody L. Balzer

Jennifer L. Balzer

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016. by Cody L. Balzer and Jennifer L. Balzer, as Grantor.

WITNESS my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

And

GRANTORS: the Links

Gordon H. Link Jr.

Dawn J. Link

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by
Gordon H. Link, Jr. and Dawn J. Link, as Grantor.

WITNESS my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

EXHIBIT A

Legal Description of the Property

First Donation Parcel

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, IN THE EAST HALF OF THE WEST HALF OF SECTION 8, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 69 WEST, OF THE 6TH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8 AND CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 TO HAVE AN ASSUMED BEARING OF S01°30'12"E WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE S00°06'42"W, 201.89 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 34;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES:

1. N78°08'12"W, 56.77 FEET;
2. ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,773.75 FEET, AN ARC LENGTH OF 120.92 FEET, A CENTRAL ANGLE OF 01°12'00", AND A CHORD WHICH BEARS N78°44'12"W, 120.92 FEET;
3. N79°20'12"W, 223.81 FEET;

THENCE N31°09'27"W, 144.09 FEET;

THENCE S89°46'08"W, 545.03 FEET;

THENCE N68°55'25"W, 171.30 FEET;

THENCE N85°25'11"W, 145.13 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID WEST LINE, N00°26'48"W, 1,223.99 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 8;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, N00°26'38"W, 1,298.08 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 8;

THENCE N00°49'02"W, 2543.65 FEET TO THE WEST SIXTEENTH CORNER OF SECTIONS 5 AND 8;

THENCE N01°38'14"E, 613.32 FEET;

THENCE S89°29'53"E, 510.20 FEET;

THENCE S09°18'59"W, 646.67 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 246.13 FEET, A CENTRAL ANGLE OF 24°18'54", AND A CHORD WHICH BEARS S02°50'28"E, 244.29 FEET;

THENCE S14°59'55"E, 76.91 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 120.86 FEET, A CENTRAL ANGLE OF 07°08'21", AND A CHORD WHICH BEARS S11°25'44"E, 120.79 FEET;

THENCE S07°51'34"E, 33.85 FEET;

THENCE S87°39'52"E, 177.42 FEET;

THENCE N30°02'16"E, 123.34 FEET;
THENCE N45°58'57"E, 300.49 FEET;
THENCE N38°01'59"E, 502.58 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 5;
THENCE ALONG SAID EAST LINE S02°13'42"W, 215.49 FEET TO THE NORTH QUARTER CORNER OF SECTION 8;
THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, S01°30'14"E, 342.07 FEET;
THENCE N89°34'33"W, 329.25 FEET;
THENCE S42°24'04"W, 588.38 FEET;
THENCE S07°51'34"E, 56.84 FEET;
THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 106.25 FEET, A CENTRAL ANGLE OF 09°49'08", AND A CHORD WHICH BEARS S02°57'00"E, 106.12 FEET;
THENCE S01°57'35"W, 775.66 FEET;
THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 460.58 FEET, A CENTRAL ANGLE OF 42°33'47", AND A CHORD WHICH BEARS S23°14'29"W, 450.06 FEET;
THENCE S48°15'03"E, 144.89 FEET;
THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 425.48 FEET, A CENTRAL ANGLE OF 39°19'12", AND A CHORD WHICH BEARS S28°35'27"E, 417.18 FEET;
THENCE S08°55'51"E, 678.80 FEET;
THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 14.47 FEET, A CENTRAL ANGLE OF 55°16'35", AND A CHORD WHICH BEARS S18°42'27"W, 13.92 FEET;
THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 64.00 FEET, AN ARC LENGTH OF 129.71 FEET, A CENTRAL ANGLE OF 116°07'19", AND A CHORD WHICH BEARS S11°42'56"E, 108.62 FEET;
THENCE S20°59'55"E, 460.69 FEET;
THENCE S80°43'47"E, 419.33 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE ALONG SAID EAST LINE, S01°30'12"E, 1,248.49 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 99.54 ACRES (4,336,119 SQUARE FEET), MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY NOW ON RECORD OR EXISTING.

EXHIBIT B

Legal Description of the Property

Second Donation Parcel

A TRACT OF LAND SITUATE IN SECTION 5, TOWNSHIP 5 NORTH, RANGE 69 WEST, OF THE 6TH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 5 AND SECTION 32, TOWNSHIP 6 NORTH, RANGE 69 WEST AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF N01°19'36"E WITH ALL OTHER BEARINGS RELATIVE THERETO:

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, S89°36'47"E, 1,311.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 5;
THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5, S89°33'34"E, 701.47 FEET;
THENCE S02°15'24"W, 1,367.71 FEET;
THENCE S00°05'03"W, 2,200.09 FEET;
THENCE S04°36'58"E, 1,889.90 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5;
THENCE ALONG SAID SOUTH LINE, S89°06'33"W, 1,010.97 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5;
THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, N02°13'42"E, 195.77 FEET;
THENCE N89°00'58"E, 500.51 FEET;
THENCE N06°03'37"W, 208.57 FEET;
THENCE N08°15'17"E, 304.98 FEET;
THENCE N19°10'05"W, 743.44 FEET;
THENCE N80°44'05"E, 322.05 FEET;
THENCE N09°15'55"W, 534.90 FEET;
THENCE N04°06'59"W, 539.84 FEET;
THENCE N05°45'08"E, 344.19 FEET;
THENCE N84°14'52"W, 400.83 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5;
THENCE ALONG SAID WEST LINE, N02°14'27"E, 1,144.90 FEET;
THENCE N80°43'41"E, 252.15 FEET;
THENCE N09°16'19"W, 619.23 FEET;
THENCE N03°09'29"W, 316.58 FEET;
THENCE S86°50'31"W, 355.28 FEET;
THENCE S01°13'53"W, 401.79 FEET;
THENCE S85°17'25"W, 154.12 FEET;
THENCE S00°31'09"E, 504.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5;
THENCE ALONG SAID SOUTH LINE, S89°29'48"W, 908.02 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 5;

THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, N01°19'36"E, 1,398.71 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 103.09 ACRES (4,490,502 SQUARE FEET), MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY NOW ON RECORD OR EXISTING.

EXHIBIT B-1

Legal Description of the Additional Property

Hidden Valley Estates III R.L.U.P. 03-S2168, Reception # 2005-0050726 of the records of Larimer County

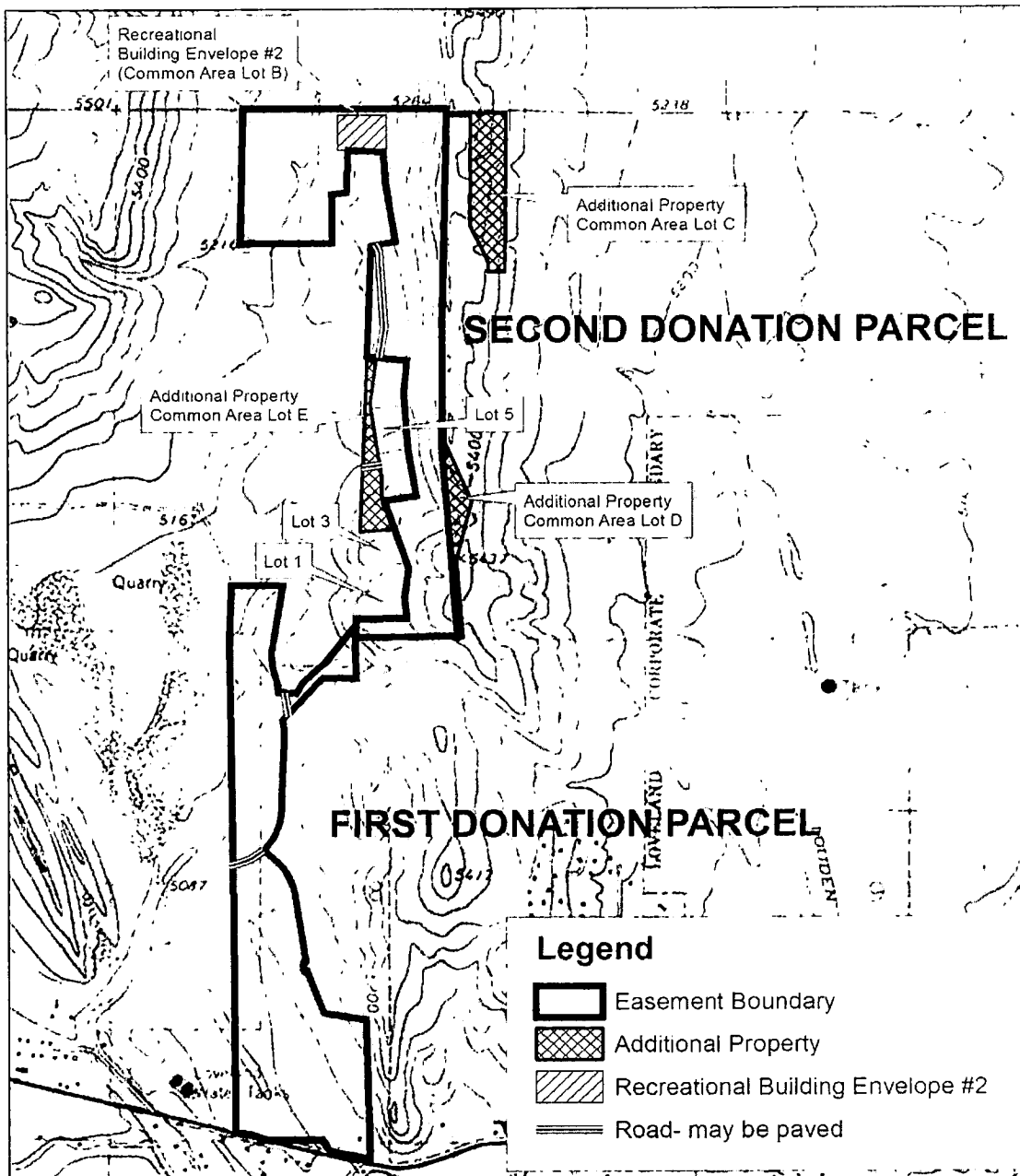
Common Area Lot C (12.031 acres)

Common Area Lot D (5.472 acres)

Common Area Lot E (5.907 acre)

Situate in Section 5 Township 5 North, Range 69 West of the Sixth Principal Meridian; County of Larimer, State of Colorado, composed of a total of 23.41.

EXHIBIT C



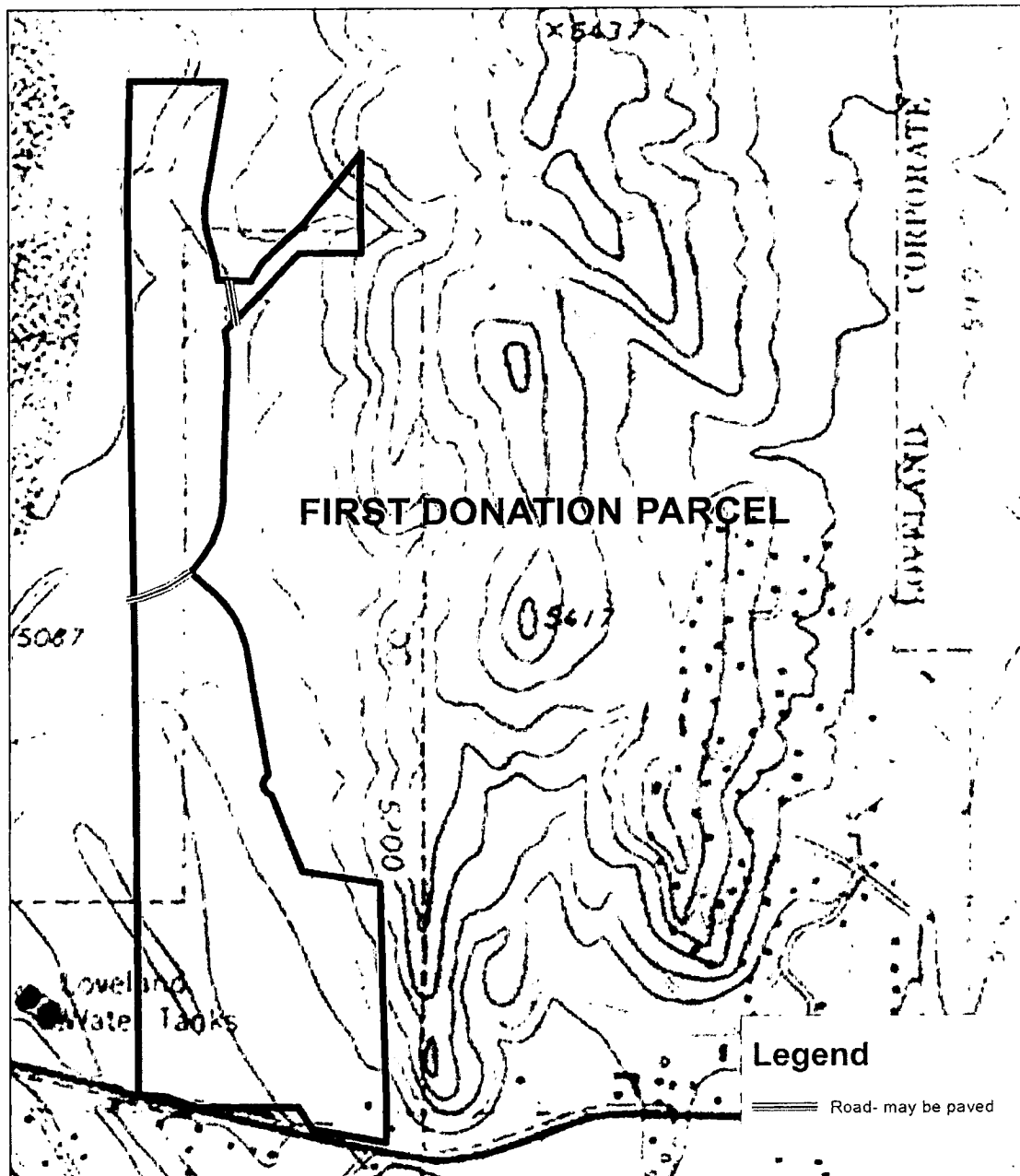
Hidden Valley Conservation Easement
LARIMER COUNTY

0 0.175 0.35 0.7 Miles

Public access should not be inferred from this map
This map is not a survey and must not be construed as one

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EXHIBIT C-I



Hidden Valley Conservation Easement
LARIMER COUNTY

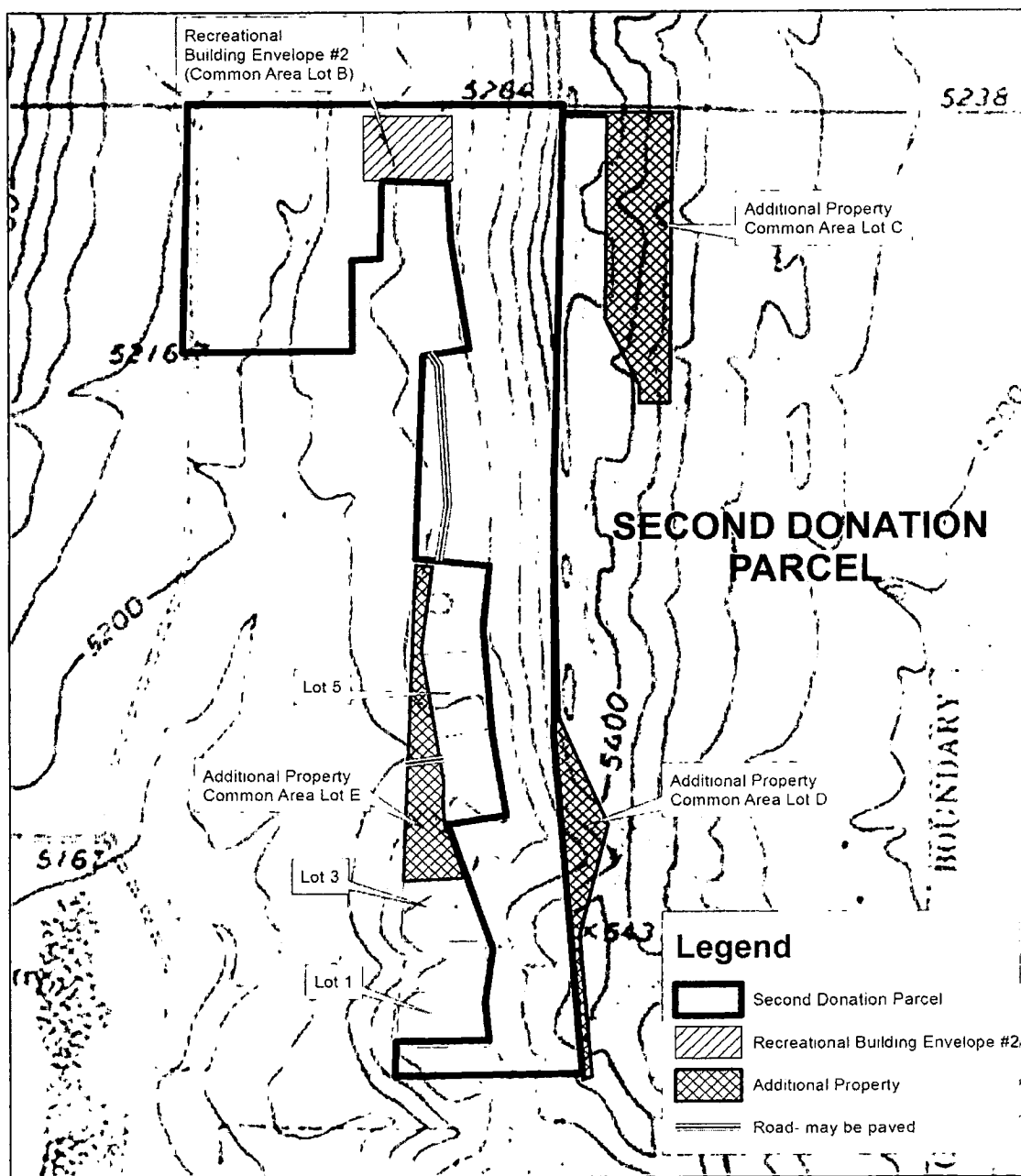
0 0.075 0.15 0.3 Miles

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EXHIBIT C-II



Hidden Valley Conservation Easement
LARIMER COUNTY

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