

**Operational Agreement**  
*Between*  
**Meadow Lakes Mountain Estates Property Owners Association Inc.**  
*And*  
**Mountain View Ranch Co**

For compensation in the amount of \$2,684 annually, Mountain View Ranch Co (MVR) agrees to provide services and access privileges to Meadow Lakes Mountain Estates Property Owners Association (MLMEPOA) as set forth below for the period March 1, 2008 through February 28, 2009.

**I. Water Management ( \$1,299)**

MVR will provide the following services for the benefit of MLMEPOA:

- A. Management and maintenance of the Water Augmentation Plan for Waupaca #2 Reservoir used by MLMEPOA will include, but not be limited to, the following requirements of the plan, as administered by the Colorado State Water Engineer. The following costs for the maintenance of the reservoir shall be prorated equally (50/50) between MLMEPOA and MVR.
  - 1. Colorado State inspections.
  - 2. Inlet and outlet maintenance.
  - 3. Management of the storage and release of water per the plan, including delivery and release of water from McFadden Creek.
  - 4. Vegetation and bank slope maintenance.
- B. Management and maintenance of the Morrison Creek Distribution System, including the filter and related pipeline to minimize ice buildup on the road below the lower hairpin curve.
- C. Management of the water available to Early Dawn Lake and Waupaca # 2 Reservoir, so they are at levels to provide suitable fisheries.
- D. Management of the waters from the Morrison Creek Ditch, McFadden Ditch and the Anderson Ditch, so that agricultural use and recreational use are both utilized in the most efficient manner.
- E. Capital expenditures (expenses other than for ordinary maintenance) for Waupaca #2 Reservoir, Morrison Creek Distribution System, and Early Dawn Lake incurred by MVR shall not exceed \$1,500 per year. Amounts in excess of \$1,500 per year shall be assessed to MLMEPOA, subject to approval in advance of this expense by the MLMEPOA Board of Directors.

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**II. Water Recreational Use ( \$839)**

MVR will provide the following services for the benefit of MLMEPOA related to the recreational use of its surface water:

- A. Management and maintenance of Early Dawn Lake to support the recreational use as a fishery shall include, but not be limited to the following:
  - 1. Inlet and outlet maintenance.
  - 2. Vegetation maintenance.
  - 3. Provide fishing access for MLMEPOA members through private property and around the perimeter of Early Dawn Lake .
  - 4. Provide rodent control in Early Dawn Lake.
- B. Provide access through MVR property to the Waupaca #2 Reservoir, including maintaining adequate water volume for fish culture subject to the availability of water.

**III. Private Property Access ( \$546)**

Access to MVR property for the benefit of MLMEPOA members shall be granted under the following conditions:

- A. Motorized equipment, except snowmobiles, shall not be operated on meadow lands at any time of the year.
- B. All motorized vehicles, except snowmobiles, shall be restricted to existing roadways. MVR shall not be held liable for any vehicle repairs, medical expenses or property damage resulting from accidents involving vehicles operating on or off roads owned by MVR.
- C. Hunting shall not be permitted within the MLME subdivision. Hunting shall only be permitted on the properties of MVR with the express permission of MVR.
- D. Access to the National Forest from the MLME subdivision common roads, (e.g., Twin Kopie and Overlook Drive) shall be granted to all MLMEPOA members subject to paragraphs III.E.2, III.E.3, III.E.4, and III.E.5 below.

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- E. Access to the National Forest through MVR property shall be granted by MVR on an individual MLMEPOA member basis contingent upon the following regulations:
1. MLMEPOA members and guests of members shall be granted access only with prior permission and coordination of access with MVR.
  2. All MLMEPOA members using access for purposes of hunting shall identify all persons requiring access and all vehicles to be used for transportation.
  3. Gates shall be closed upon passage in either direction if gate was closed upon arrival.
  4. Gates shall be locked upon passage in either direction if gate was locked upon arrival.
  5. Lack of respect and adherence to these regulations, established as a common courtesy for the operation of a working ranch, shall be grounds for denying access. Denial of access shall be documented in writing to MLMEPOA by MVR. Documentation shall be dated within 30 days of the incident of violation.

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**IV. MLMEPOA Responsibilities**

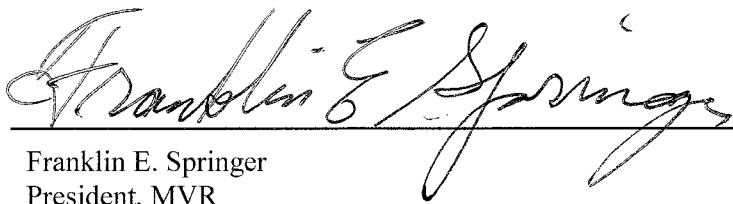
- A. MLMEPOA shall be responsible for stocking Waupaca #2 Reservoir and Earl Dawn Lake with disease free fish.
- B. MLMEPOA shall be responsible for snow removal to the main ranch house in exchange for storing MLMEPOA equipment, storage shed , fuel tank etc. on MVR/ SPRINGER property.
- C. MLMEPOA shall be responsible for the repair and cleaning of cattle guards due to snow, dirt, and debris accumulation that results from snow removal or road maintenance. Waterways under cattle guards must be kept cleared so that Spring runoff and sudden storm water does not become restricted at road crossings. Fencing and other personal property bordering roadways shall be repaired or replaced when damaged by road maintenance or snow removal equipment.

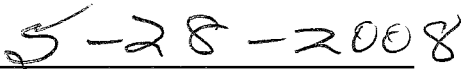
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President, MLMEPOA

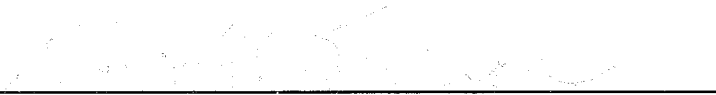
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Date

Hugh Eccles  
\_\_\_\_\_

President, MLMEPOA (Please print name)

  
\_\_\_\_\_  
Franklin E. Springer  
President, MVR

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David M. Springer  
Secretary, MVR

\_\_\_\_\_  
Date



351751 7/1/2005 11:20 AM  
1 of 4 QCD R\$21.00 D\$0.00

JOYCE M. RENO  
Chaffee County Clerk

### Quit Claim Deed

State Documentary Fee
Date <b>JUL 01 2005</b>
\$ <u>0</u>

THIS DEED, made to be effective the 5<sup>th</sup> day of July, 2005, between **Mountain View Ranch Co**, a Colorado corporation, whose legal address is 18840 Mountain View Drive, Buena Vista, Colorado 81211, Grantor, and **Meadow Lakes Mountain Estates Property Owners Association, Inc.**, a Colorado nonprofit corporation, whose legal address is 37250 Mountain View Drive, Buena Vista, Colorado 81211, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and Quit Claimed, and by these presents does remise, release, sell and Quit Claim unto Grantee forever, all the right, title, interest, claim and demand, which the Grantor has in and to the real property lying and being in the County of Chaffee and State of Colorado, described as:

All roads and road rights-of-way depicted on the Meadow Lakes Mountain Estates final plats described as follows:

**Filing No. 1**, according to the plat recorded at **Reception No. 150991** in the records of the Chaffee County Clerk and Recorder; and

**Filing No. 2**, according to the plat recorded at **Reception No. 184818** in the records of the Chaffee County Clerk and Recorder.

RESERVING UNTO GRANTOR, Grantor's successors, assigns, and guests, an easement for ingress and egress in perpetuity to enter upon the private roadway system, as depicted on Filing No. 1 and Filing No. 2 referenced above, for the benefit of Grantor's real property described in the attached Exhibit "A", and for National Forest access, the operation, maintenance, and use of Grantor's water rights, water transportation system, and irrigation system.

Grantee shall have the right to maintain and surface the roads as it determines in its discretion. Grantor shall promptly notify Grantee in writing of any alleged damage to the Grantor's facilities located under, on, or adjoining the roads and road right-of-way including, but not limited to, fences, cattle guards, water transportation system, underground irrigation piping system, and survey monuments caused by any of Grantee's activities. Grantee shall have the right to inspect the alleged damage unless the alleged damage has created an emergency situation that must be immediately repaired. At Grantor's discretion, Grantor may elect to perform any needed repairs caused by the alleged damage, or Grantor may elect to notify Grantee of Grantee's duty to perform any needed repairs at Grantee's cost. In the event Grantor elects to perform the needed repairs, Grantor shall submit to Grantee within sixty (60) days of the damage all invoices for labor and materials needed to effect such repair, and Grantee shall reimburse Grantor of said costs within sixty (60) of receipt.

Grantor shall promptly restore, to its original condition, any road including surface, base, and drainage ditches, etc. disturbed by Grantor's use, excluding normal equipment tracks.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoove of the Grantee, its heirs and assigns forever.

### Quit Claim Deed

IN WITNESS WHEREOF, the Grantor has executed this deed to be effective the date set forth above.

Mountain View Ranch Co

By: Franklin E. Springer By: David M. Springer  
 Franklin E. Springer David M. Springer  
 President Secretary

The foregoing instrument was acknowledged before me this 20th day of June, 2005 by Franklin E. Springer as President of Mountain View Ranch Co, a Colorado corporation, on behalf of said corporation.

My Commission Expires: 2/21/07 Witness my hand and official seal.

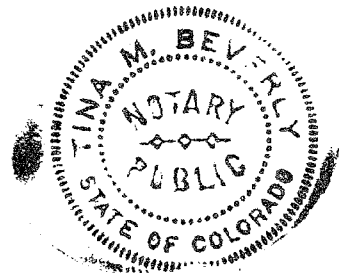
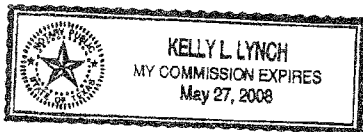
Tina M. Beverly  
 Notary Public

The foregoing instrument was acknowledged before me this 22 day of June, 2005 by David M. Springer as Secretary of Mountain View Ranch Co, a Colorado corporation, on behalf of said corporation.

My Commission Expires: May 27, 2008 Witness my hand and official seal.

Kelly L. Lynch  
 Notary Public

Tina M. Beverly, Notary Public  
 State of Colorado  
 My Commission Expires 2/21/2007





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JOYCE M. RENO  
Chaffee County Clerk

### Exhibit "A"

A tract of land located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 34, Township 12 South, Range 79 West of the 6th Principal Meridian, Chaffee County, Colorado, said tract being bounded on the NORTH by the South boundary of that certain tract of land as described in Book 429 at Pages 496 and 497 of the records of said county;  
and bounded on the EAST by the Westerly boundary of Morrison Creek Circle, a roadway within Meadow Lakes Mountain Estates, Filing No. 2 according to the recorded subdivision plat thereof filed for record in the Office of the Clerk and Recorder of said county under Reception No. 184818;  
and bounded on the SOUTH by the Northerly boundary of Lot No. 32 of said Meadow Lakes Mountain Estates, Filing No. 2;  
and bounded on the WEST by the West boundary of the said Northeast Quarter of the Southwest Quarter.

The RESERVED AREA lying between Lots 30 and 31 and Mountain View Drive, as shown on the Sheet 3 of 3 of the filed plat of Meadow Lakes Mountain Estates Filing No. 2, Chaffee County, Colorado, containing 0.27 Acres.

STATE OF COLORADO)  
COUNTY OF CHAFFEE)


KNOW ALL MEN BY THESE PRESENTS: THAT

MOUNTAIN VIEW RANCH CO., a Colorado Corporation,  
Grantor, hereby grants and conveys to each owner of a lot depicted on the filed plats of MEADOW LAKES MOUNTAIN ESTATES FILINGS NO. 1, AND NO. 2, their guests and invitees, as an appurtenance to each lot, the full and free right, in common with each other lot owner, and in common with the guests and invitees of grantors, to enter upon the private roadway system as depicted on the said plats and also to include the right to use the existing roadway known as MOUNTAIN VIEW DRIVE from the Southerly boundary of MEADOW LAKES MOUNTAIN ESTATES filing No. 2 running Easterly to the Westerly right of way boundary of U. S. Highway No. 24, said roadway system to be kept open in perpetuity for purpose of access to the lots depicted hereon for the benefit of all lot owners, their guests and invitees.

Each lot owner shall also have a vehicle access easement from the roadway system depicted on the said plats to their individual lot over the most direct and practicable route at a location to be determined by owner and Grantor by mutual agreement.

The grant made hereby and the location of the vehicle access easement shall be binding upon grantors and each owner and their respective heirs, personal representatives, successors and assigns OF LOTS IN MEADOW LAKES MOUNTAIN ESTATES, FILINGS NO. 1, AND NO. 2.

IN WITNESS WHEREOF, grantors, by the undersigned officers have caused these presents to be executed and have attached the official seal of said corporation this 27th day of August 1990

  
MOUNTAIN VIEW RANCH CO.  
by Franklin E. Springer  
President Title  
and  
by Marcena M. Springer  
Secretary Title

The foregoing instrument was acknowledged before me this 27th day of August 1990, by Franklin E. Springer as President and Marcena M. Springer as Secretary of

MOUNTAIN VIEW RANCH CO., A Colorado Corporation  
commission expires 01/09/93  
hand and official seal.



Scott Erchal  
Notary Public