

CUCHARA RIVER ESTATES
 CUCHARA RIVER RANCH
 RASPBERRY MOUNTAIN ESTATES

INFORMATION MAP

Raspberry Mountain Ranch Property Owners' Association



November 2, 2009

Dear

By now, many of you have received a letter or phone call (or both) from James W. Klassen of Hannon & Associates, Inc., 1615 California, Suite 623, Denver, CO 80202, regarding oil and gas leasing of your property. The letter states that the company Mr. Klassen represents is offering you varying amounts of money per acre (example: \$25 per net mineral acre) "for a paid up five year lease with an option to extend for an additional five years."

Mr. Klassen's letter further states that his records show you to own a 60% mineral interests "in lands described above totaling approximately" (the number varies with each parcel of land), which calculates to 60% of your acreage.

On behalf of the Board of Directors (BOD) of Raspberry Mountain Ranch (RMR) Property Owners' Association (POA), I remind you that it is not an option to accept the lease offer as oil and gas drilling is prohibited by the Declaration of Protective Covenants. Article VIII: Land Use states "Mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited." The RMR POA owns the remaining 40% of your property's Mineral Rights.

Further, I would like to emphasize that each of us paid a significant amount of money for our property and the impact on our property values with mining as proposed by Mr. Klassen would be devastating. In addition to monetary investments, we bought in this beautiful valley as an aesthetic investment. Finally, I would like to point out that heavy mining equipment on our roads would cause significant road and environmental damage, likely causing an increase in our Association fees.

Please do not sign any agreement with Hannon & Associates as this would constitute a violation of our Covenants and devastate our land values.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Kirkland". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ed Kirkland, President
Raspberry Mountain Ranch POA
P.O. Box 932
La Veta, CO 81055
719-679-1309
ed@firewallranch.com

**Cuchara River Estates Property Owners Association, Inc.
Raspberry Mountain Ranch Property Owners Association, Inc.
Revised 2018 - 2023 Grazing Lease**

The undersigned parties agree to the following grazing lease: Cuchara River Estates Property Owners Association, Inc. and Raspberry Mountain Ranch Property Owners Association, Inc. (Lessors) agree to lease, for grazing of cattle only, property described on attached Exhibit A (known as Cuchara River Estates, and Raspberry Mountain Ranch), properties located in Huerfano County, Colorado, containing approximately 2,000 acres, for a period of five years, commencing January 1, 2018 and ending December 31, 2023.

The Lessee shall be Matt and Kelli Bjorum .

The following conditions are a part of the lease:

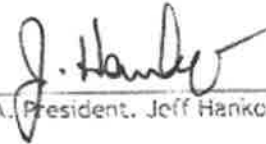
1. Lessee shall be limited to no more than (35) pair of cows and calves plus (2) bulls on the Ranch at any one time.
2. Payment of grazing lease shall be as follows: \$ 3675 per year. Payment shall be made by May 31 of each year of the lease.
3. Lessee shall inspect the cattle at least twice a season.
4. Lessee shall remove all dead cattle from the ranch immediately upon discovery or upon notification by Lessor, or its representative.
5. Lessor has no liability as to loss, or injury, or death, of Lessee's cattle, nor liability as to any harm Lessee's cattle may cause to any person(s) or their property either on or off the Ranch.
6. Lessor provides with this lease legal entry (Ingress/Egress) to Lessee.
7. Lessee will have the right to renegotiate or terminate this lease if, through the sales of parcels of land on the ranch, a problem arises as to cattle having access to drinking water, etc. Lessee shall give Lessor a minimum of a 30-day notice, should Lessee choose to

terminate and the lease shall be prorated as to the time the Lessee had possession.

8. Lessor reserves the right to have Lessees remove their cattle due to drought (lack of water in ponds), overgrazing, improper care of cattle (unhealthy cattle). Lessees have 20 days to remove cattle from time of request to remove. Any time remaining on lease will be pro-rated and refunded to Lessee, less any legal fees incurred by Lessor for the removal.
9. Grazing season will be on or around Memorial Day to the end of October. Lessee agrees to notify Lessor of livestock movement to and from the Ranch. Notification will occur at least one week prior to movement.
- ~~10. Lessee acknowledges that the western boundary of this property is not fenced and Lessee is responsible for any encroachment or damage by livestock owned by Lessee that may occur to adjoining property owned by others.~~
11. Lessee agrees to maintain all existing fencing on the Ranch in good repair.

Executed this November 30, 2017

Lessor



RMR POA, President, Jeff Hanko

Lessor

T-LEBECK 12-4-2017

CRE POA, Board Member, Tom Lebeck

Lessee



March 3rd, 2013

Mr. Cole Goemmer
PO Box 275
La Veta, CO 81055

Re: Use of Rilling Canyon Road Easement

Dear Cole:

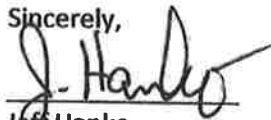
Thanks much for taking the time to discuss with me, on behalf of Raspberry Mountain Ranch Property Owners Association ("RMRPOA"), the Rilling Canyon Road easement recorded June 25th, 1990 in the County of Huerfano, record number 3924, book 9M, page 764 ("Easement") across Raspberry Mountain Ranch ("RMR"), and the property owned by the Goemmer family ("Goemmer Property"), and ways we can mutually benefit from the access across RMR. This Easement supplements the RMR easement across Cuchara River Estates (CRE) on Mountain Valley Road and serves as an additional ingress and egress point to the RMR. Let me summarize the discussion:

1. Please place the combination lock on the gate at the junction of Rilling Canyon Road and Highway 12. The initial combination is "BERRY." RMRPOA will provide members of RMRPOA with the combination, but will not provide it to others. Use of the Easement by members of RMRPOA will be as stated in the grant (for ingress and egress only with no other rights or benefits).
2. RMRPOA will maintain the Easement, including the portion of the Easement across the Goemmer Property, by running a blade over the road two (2) times per year or more, if conditions require. Easement users will not leave trash or debris on the Easement. RMRPOA will clean out two (2) culverts covered with soil near Highway 12. RMRPOA will also remove a cattle guard owned by the Goemmer family located approximately half way between RMR and Highway 12, and set the guard beside the road.
3. RMRPOA will repair the cattle guard at the northern fence line to RMR within the Easement to prevent cattle from crossing. Members of RMRPOA will also be notified that this gate should remain closed.
4. The Goemmer family's access code to RMR is 2662. The Goemmer family may access RMR over Mountain Valley Road to check on or remove cattle. The Goemmer family will only give the code out to family members or employees to check or remove cattle.
5. RMRPOA also recognizes the Goemmer family's easement through RMR via Rilling Canyon Road exiting RMR near the 80-acre parcel just north of Tract 27 located within RMR. Upon sale of this 80-acre parcel, the new owner(s) will have continued access over this easement. The new owner(s) may also request access through the Mountain Valley Road Gate as long as the owner(s) is using the property solely for residential purposes. The new owner(s) must agree in writing to the policies, procedures, and access fees to the RMR.

6. RMRPOA will also grant access to the Easement through the main gate over Mountain Valley Road to Jim Belfaus, the owner of 40 acres adjacent to the Goemmer Property; provided Mr. Belfaus pays the then established road maintenance fee and agrees in writing to the policies, procedures, and access fees to the RMR.
7. The Goemmer Family will have the first right of refusal to negotiate a cattle grazing lease with RMRPOA after the current lease expires in 2017.
8. The Goemmer family acknowledges as of the date of this letter it owns all property bordering both sides of the Easement from the northern boundary of RMR to Colorado Highway 12.
9. RMPOA will be responsible for notifying other easement holders (Millard, Wood, Robino, Grace, Kretser, etc.) of lock combination changes. The combination on the lock shall be changed by RMPOA in August of each year prior to hunting season.
10. Changes being made with gates, fences, or cattle guards by either party must first be mutually approved by both parties. Prior to the lock combination being changed, all parties shall be notified by RMPOA.
11. RMRPOA and the Goemmer family will hold each other harmless any liability that may arise from the RMRPOA use of the Easement. RMRPOA will also add the Easement to its liability insurance and provide the Goemmer family with a certificate of insurance.

Again, thanks for your kind cooperation. Please acknowledge this agreement by signing one copy and returning to me in the envelope enclosed.

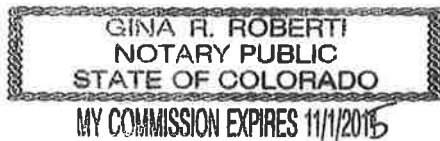
Sincerely,


Jeff Hanko
RMRPOA President

Accepted by:


Cole Goemmer on behalf of the Goemmer family

 3/15/13



March 14, 2013

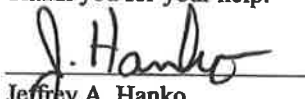
James E. Young
445 Roxbury Circle
Colorado Springs, CO

Dear James:

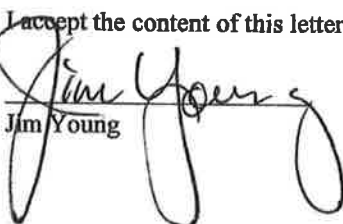
Thank you for your recent input to the Raspberry Mountain Ranch Property Owners Association (RMRPOA) Board of Directors (BOD) Meeting. To summarize:


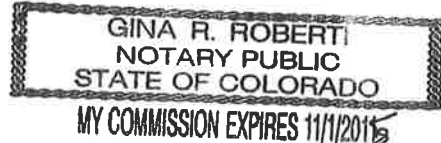
1. The RMRPOA BOD sent to John R. Heronimus of Dufford & Brown, P.C representing Joy Smith and North Star Ranch Cutting Horses, LLC a letter on October 6th, 2012 disputing the vacation of an emergency easement ("Emergency Easement") (vacation document executed September 12th, 2005 and recorded September 29th, 2005 by you) across the North Star Ranch. It was our belief that the Emergency Easement was illegally vacated; therefore, we contended the grant still existed to RMRPOA.
2. You provided information and supporting documents to the RMRPOA BOD that clarified the right and method of the vacation of the Emergency Easement. After careful examination and review, the RMRPOA BOD accepted your evidence as valid.
3. We therefore accept and confirm that the Emergency Easement across the North Star Ranch granted to RMRPOA and its members has been properly and validly vacated and the RMRPOA and its members have no further legal right or claim to the Emergency Easement.
4. You, by your execution below, release and hold harmless RMRPOA, its successors and assigns, and its members, officers and directors from any liability, claim or dispute arising out of the vacation of the Emergency Easement.
5. RMRPOA, its successors and assigns, and its members, officers and directors release and hold harmless you from any liability, claim or dispute arising out of the vacation of the Emergency Easement.
6. RMRPOA, its successors and assigns, and its members, officers and directors release, indemnify and hold harmless Joy Smith and North Star Ranch Cutting Horses, LLC, and their successors and assigns from any liability to, and claim or dispute of any property owner in Raspberry Mountain Ranch, which claim or dispute arises out of or relates to the vacation of the Emergency Easement.
7. Upon execution of this letter agreement, we will release as soon as practicable that certain Letter and Affidavit dated October 6, 2012 and recorded October 23, 2012 at Reception Number 39560 of the Huerfano County Colorado real estate records. Such release will be in substantially the same form as the draft enclosed with this letter.
8. We will send to Mr. Heronimus this letter agreement and the fully executed release after you have accepted it by acknowledging with your signature and releasing RMRPOA from any liability that may arise out of the initial dispute and subsequent discussions.

Thank you for your help.


Jeffrey A. Hanko
President RMRPOA

I accept the content of this letter and absolve RMRPOA of any liability from this dispute.


Jim Young

 3/15/13


**RELEASE OF LETTER AND AFFIDAVIT
AND
QUIT CLAIM DEED**

Effective this 15th day of March, 2013, Raspberry Mountain Ranch Property Owners Association, Inc. ("RMRPOA") and the undersigned property owners in Raspberry Mountain Ranch, hereby **WITHDRAW** and **RELEASE** that certain letter and affidavit dated October 6, 2012 and recorded October 23, 2012 in the real property records of Huerfano County at Reception No. 395630, and further agree that neither the RMRPOA, nor the property owners in Raspberry Mountain Ranch have any claim, right or entitlement to that certain emergency access easement described by the Grant of Easement recorded September 29, 2000 at Reception No. 346144 ("Emergency Access Easement"), because such Emergency Access Easement was properly and validly vacated by that certain Vacation of Emergency Access Easement Agreement recorded February 24, 2005 at Reception No. 366764 and Ratification, Acknowledgement and Consent recorded September 29, 2005 at Reception No. 369580.

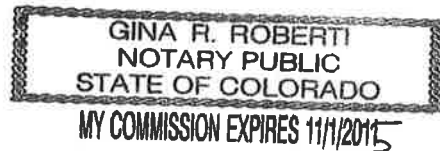
For the avoidance of doubt, RMRPOA and the undersigned property owners hereby QUIT CLAIM unto Joy Smith and North Star Ranch Cutting Horses, LLC, their successors and assigns forever, all of their right, title and interest in and to the Emergency Access Easement.

RASPBERRY MOUNTAIN RANCH
PROPERTY OWNERS ASSOCIATION, INC.

By: J. Hanko
Jeff Hanko, President

3/15/2013
Date

STATE OF COLORADO)
Broomfield County of Colorado) ss.



The foregoing instrument was acknowledged before me this 15th day of March, 2013, by Jeff Hanko, President of the Raspberry Mountain Ranch Property Owners Association, Inc.

Witness my hand and official seal.

My commission expires: 11/11/15

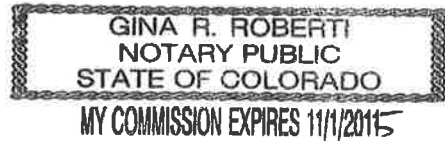
[Signature]

Notary Public

The undersigned property owner in Raspberry Mountain Ranch hereby acknowledges his/her execution of the foregoing **RELEASE OF LETTER AND AFFIDAVIT AND QUIT CLAIM DEED**.

Gina Roberti 4405 Fairway Lane Broomfield, CO 3/15/13
Printed Name Signature Address 80023 Date

STATE OF COLORADO)
Broomfield County of Colorado) ss.



The foregoing instrument was acknowledged before me this 15th day of March, 2013, by Gina Roberti.

Witness my hand and official seal.

My commission expires: 11/1/15

[Signature]
Notary Public

The undersigned property owner in Raspberry Mountain Ranch hereby acknowledges his/her execution of the foregoing **RELEASE OF LETTER AND AFFIDAVIT AND QUIT CLAIM DEED.**

FRANKS L. FEISE SANDEN

Frank Sanden 1830 Mt. View Rd 3/15/13
Printed Name Signature Address Date
La Brea, CO 81055

STATE OF COLORADO)
Broomfield County of *Colorado*) ss.

The foregoing instrument was acknowledged before me this 15th day of March, 2013, by Gina Robert

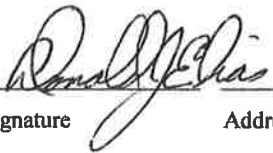
Witness my hand and official seal.

My commission expires: 11/1/15

[Signature]
Notary Public

GINA R. ROBERTI
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 11/1/2015

The undersigned property owner in Raspberry Mountain Ranch hereby acknowledges his/her execution of the foregoing **RELEASE OF LETTER AND AFFIDAVIT AND QUIT CLAIM DEED.**

Donald J. Elias  11131 W. Oregon Pl. 15 March 2013
Printed Name Signature Address Lakewood, CO 80232 Date

STATE OF COLORADO)
Broomfield County of Colorado) ss.

The foregoing instrument was acknowledged before me this 15th day of March, 2013, by Gina Robert
Witness my hand and official seal.

My commission expires: 11/1/15


Notary Public

GINA R. ROBERTI
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 11/1/2015

The undersigned property owner in Raspberry Mountain Ranch hereby acknowledges his/her execution of the foregoing **RELEASE OF LETTER AND AFFIDAVIT AND QUIT CLAIM DEED.**

Windell Cannon Windell Cannon 30045 E M 3609 New Braunfels, TX 3-14-2013
Printed Name Signature Address 78132 Date

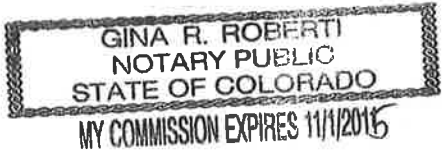
STATE OF COLORADO)
Broomfield County of Colorado) ss.

The foregoing instrument was acknowledged before me this 14th day of March, 2013, by Gina Roberti

Witness my hand and official seal.

My commission expires: 11/1/15

[Signature]
Notary Public



The undersigned property owner in Raspberry Mountain Ranch hereby acknowledges his/her execution of the foregoing **RELEASE OF LETTER AND AFFIDAVIT AND QUIT CLAIM DEED.**

Craig U. Clark [Signature] 1350 Mountain Valley Rd 3/15/13
Printed Name Signature Address Laurel CO 81055 Date

STATE OF COLORADO)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this 15th day of March, 2013, by Vickie L. Bondora
Witness my hand and official seal.

My commission expires: 5-25-2014

Vickie L. Bondora

Notary Public



My Comm. Exp. 5-25-2014