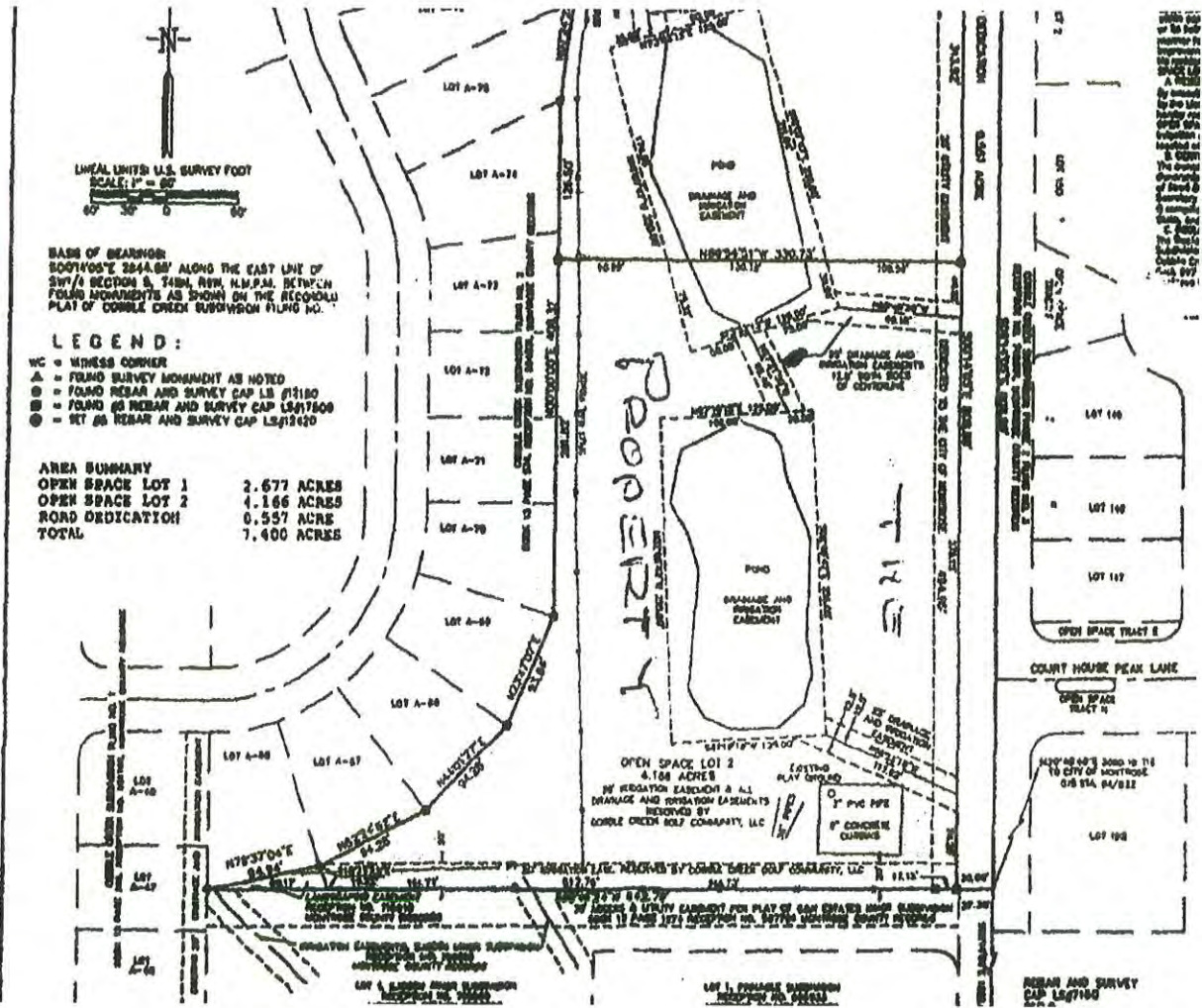


**Exhibit A**

HG. *[Handwritten signature]*



LINEAL UNITS U.S. SURVEY FOOT  
SCALE: 1" = 60'

BASE OF BEARING  
SOUTH 85° 25' 44" W ALONG THE EAST LINE OF  
SW 1/4 SECTION 8, T48N, R6W, N.M.P.M. BETWEEN  
FOUND MONUMENTS AS SHOWN ON THE RECORDING  
PLAN OF DOBBLE CREEK SUBDIVISION PLUNG NO.

**LEGEND:**  
WC = WITNESS CORNER  
▲ = FOUND SURVEY MONUMENT AS NOTED  
● = FOUND REBAR AND SURVEY CAP LB 151180  
● = FOUND REBAR AND SURVEY CAP LB 15417800  
● = REBAR AND SURVEY CAP LB 15412420

**AREA SUMMARY**

OPEN SPACE LOT 1	2.677 ACRES
OPEN SPACE LOT 2	4.166 ACRES
ROAD DEDICATION	0.557 ACRES
<b>TOTAL</b>	<b>7.400 ACRES</b>

THIS PLAN IS TO BE USED TO IMPROVE THE PROPERTY TO BE SUBDIVIDED BY THE CITY OF MONTROUSE. THE CITY OF MONTROUSE HAS REVIEWED THIS PLAN AND APPROVED IT FOR RECORDATION. THE CITY OF MONTROUSE DOES NOT GUARANTEE THE ACCURACY OF THIS PLAN. THE CITY OF MONTROUSE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CITY OF MONTROUSE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS PLAN. THE CITY OF MONTROUSE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS PLAN.

Exhibit C



H.G. [Signature]

SCOPE OF EFFORT

- 1.) **Mowing:** the grass areas of the Property shall be mowed once per week for a projected period of 28 weeks.
- 2.) **Herbicide Applications:** Two (2) each applications to grass areas and three (3) to (5) applications to the pond.
- 3.) **Fertilizer Applications:** Three (3) applications of 20-10-20 fertilizer at various times during the year.

## CONVEYANCE AGREEMENT

This Conveyance Agreement (this "Agreement") is entered into this 22 day of November, 2013, by and between WESTSTAR DEVELOPMENT, L.L.C. a Colorado limited liability company, as Grantor (hereinafter "Grantor") and COBBLE CREEK HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation, as Grantee (hereinafter "Grantee"). Hereinafter Grantor and Grantee shall be individually referred to as "Party" or collectively referred to as the "Parties."

WHEREAS, Grantor desires to convey ownership of the property described on **Exhibit A** (hereinafter called "the Property") to enhance the common areas and recreational activities available to Grantee; and

WHEREAS, Grantee wishes to accept ownership of the Property; and

WHEREAS, the Parties acknowledge that the maintenance and upkeep of the Property benefits both Grantor and Grantee; and

WHEREAS, Grantor desires to place certain restrictions on the use of the Property; and

WHEREAS, the Parties desire to enter into this Agreement for the conveyance of the Property and to ensure that the Property is adequately maintained.

NOW THEREFORE, in consideration of the receipt of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grantor, upon the execution of this Agreement, shall convey the Property to Grantee by quit claim deed in the form attached hereto as **Exhibit B**.
2. Grantee shall use and maintain the Property for open space and recreational purposes.
3. Grantee shall not make any additional improvements to the Property, or make any changes to the existing improvements on the Property, without the express written consent of Grantor. Such consent shall not be unreasonably withheld by Grantor.
4. Grantee shall maintain the Property in accordance with the Scope of Effort, attached hereto and incorporated herein as **Exhibit C**, and in a manner consistent with the maintenance of Open Space Lot 1, Cobble Creek Minor Subdivision ("Open Space Lot 1"), for so long as Open Space Lot 1 is maintained by Grantor.
5. In accordance with the provisions set forth in Section 4 herein, Grantor shall maintain the Property in accordance with the Scope of Effort during the remainder of the 2013 calendar year, and the entire 2014 calendar year, for the following fee structure:

- a. Grantee shall pay Grantor a monthly fee of Three Hundred Thirty-five Dollars (\$335.00). Said fee shall be payable to Grantor at 699 Cobble Drive, Montrose, CO 81403 and, at the option of Grantee, may be paid in one advance annual installment.
  - b. Grantee shall reimburse Grantor for the cost of any necessary repairs to the irrigation system or the grounds comprising the Property. The cost of said repairs shall be evidenced by valid invoices for labor and materials. Grantee shall remit such reimbursement to Grantor's address, noted above, thirty (30) days after receipt of valid invoices for said repairs.
6. Beginning February 1, 2015, and for each year thereafter, Grantee, at its option, may solicit other proposals for maintenance of the Property in accordance with the Scope of Effort.
7. On or before February 1, 2015, and for each successive year thereafter, Grantor may elect to provide Grantee a proposal to maintain the Property in accordance with the Scope of Effort.
8. Grantee shall not contract with Grantor or with any other third party for the maintenance of the Property for any period in excess of one (1) year.
9. On or before February 5, 2015, and for each successive year thereafter, Grantee shall provide Grantor with copies of any third party proposal(s) solicited by Grantee to maintain the Property that are more cost effective than Grantor's proposal.
10. On or before February 15, 2015, and for each successive year thereafter that Grantee has obtained a binding third party proposal in the manner described herein, Grantor shall notify Grantee in writing of one of the following:
  - a. That Grantor will meet the price of Grantee's solicited proposal, in which case Grantor shall continue to maintain the Property, or
  - b. That Grantor will not meet the price of Grantee's solicited proposal, in which case Grantee shall enter into a maintenance agreement with the third party providing the proposal.
11. The Parties understand and agree that water for the Property is generated offsite, is transported across the Open Space Lot 1, and is also controlled by creeks, lakes and culverts located on and off the Property (hereinafter called the "Water System").
12. In view of the foregoing, during the remaining portion of the 2013 calendar year, Grantee shall remit the sum of Sixty-five Dollars (\$65.00) per month to reimburse Grantor for an approximate pro rata share of the cost to deliver the water to the Property and to irrigate the Property in the same manner as Open Space Lot 1. For the 2014 calendar year, and for each successive year thereafter, Grantee's monthly fee

shall be adjusted in accordance with the percentage change in the All Items Consumer Price Index over the previous year, but in no event shall be lower than the previous year.

13. Grantee shall provide Grantor access to the Property to repair, maintain or operate the Water System.
14. Grantor shall not deliver less water per turfed acre to the Property than is delivered to the turfed area on Open Space Lot 1.
15. The Declaration of Covenants, Conditions and Restrictions by Cobble Creek Golf Community, LLC, remain in full force and affect and shall encumber the Property.
16. This Agreement shall be governed by the laws of the State of Colorado. Venue is proper in Montrose County District Court.
17. The Parties agree to indemnify and hold the other Party harmless from any expense, payment or liability for which the indemnifying Party is responsible, pursuant to the terms of this Agreement or otherwise relating, directly or indirectly, to the transfer of the Property.
18. The Grantee agrees to indemnify, defend and hold harmless the Grantor and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the Parties to this Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Grantee's ownership, operation and use of the Property, except to the extent caused by the gross negligence of the Grantor, its agents and/or its employees.
19. In the event of any litigation or arbitration to enforce the provisions of this Agreement, the prevailing Party in such litigation shall be entitled to recover reasonable attorneys' fees and costs incurred therein.
20. If any provision of this Agreement shall be held invalid in any respect by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, and the remaining provisions of the Agreement shall remain in full force and effect.
21. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

22. This Agreement contains the entire agreement and understanding of the Parties with respect to the conveyance of the Property, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any attachments, schedules or exhibits attached hereto are deemed to be incorporated into this Agreement.
23. Any amendments to this Agreement must be in writing and must be signed by the Parties. No waiver, amendment or modification of this Agreement or covenant, condition, undertaking or limitation herein contained shall be valid unless in writing and duly executed by the Party charged therewith.

**IN WITNESS WHEREFORE**, the Parties have executed this Agreement on the date first written above.


GRANTOR:

**WESTSTAR DEVELOPMENT, LLC, a  
Colorado limited liability company,  
Enclave Development, Inc., Manager**

  
By: **CLIFFORD HAYDEN, President**

GRANTEE:

**COBBLE CREEK HOMEOWNERS  
ASSOCIATION, INC., a Colorado  
nonprofit corporation**

  
**HERBERT GEORGE, President  
Executive Board**