

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of September 10, 2009, by and among PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), whose address is c/o RS Wells, LLC, 8390 East Crescent Parkway, Suite 500, Greenwood Village, CO 80111, and MOUNTAIN-PLAINS INVESTMENT CORPORATION, a Colorado corporation (the "Grantee") whose legal address is 7931 South Parker Road, Centennial, CO 80016.

RECITALS

A. Grantee has requested from Grantor a temporary easement for purposes of accessing certain property owned by Grantee.

B. Grantor has agreed to grant such an easement on and subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the foregoing Recitals, the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a temporary, nonexclusive easement over, under and across the real property described on Exhibit A attached hereto (the "Premises"), for the use of Grantee and its successors and assigns for ingress and egress to Grantee's property described on Exhibit B attached hereto ("Grantee Property"), on and subject to the terms of this Agreement.

2. Condition of Premises. The grant of the easement hereunder is made on an "AS IS" basis without any representation or warranty as to the condition of the Premises or any improvements thereon. Grantor is under no obligation to maintain or repair any improvements on the Premises. Grantee shall not construct or make any improvements on the Premises.

3. Risk. Grantee shall bear all risk associated with the use of the Premises, and waives any and all claims, liabilities, damages, injuries and other claims of any nature whatsoever relating to the use of the Premises by Grantee and its employees, contractors and invitees. Grantee shall be responsible for any damage to the Premises caused by Grantee or any of its employees, contractors and invitees.

4. Term. This Agreement and the easement granted hereunder shall terminate upon the date other access to the Grantee Property is made available to Grantee from Broncos Parkway.

5. Reservations. Grantor reserves the right to use the Premises for ingress and egress for itself, its tenants, assigns and invitees and to otherwise use the Premises for all other purposes that do not unreasonably interfere with Grantee's permitted use of the Premises.

6. Limitations of Use. Grantee's use of the Premises shall be limited in that its activities shall not interfere in any way with the existing uses already in place on the Premises by the Grantor, its permitted assigns or other easement holders.

7. General Provisions.

(a) Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties relative to the matters contained herein, and supersedes all prior negotiations, understandings or agreements in regard thereto, whether written or oral. This Agreement may be amended, altered or revoked only by written instrument executed by Grantor and Grantee.

(b) Construction. The subject headings used in this Agreement are included for purposes of reference only, and shall not affect the construction or interpretation of any of its provisions. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

(c) Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

(d) Covenants to Run With Land. This Agreement will be recorded in the real estate records of Arapahoe County, Colorado. The easement and the rights and obligations granted and created by this Agreement shall run with the land in perpetuity, and they shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(e) Further Acts. Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement. Upon termination of the Easement or this Agreement for any reason, Grantee will execute and record an instrument confirming such termination and relinquishing any interest in the Premises.

(f) Authority and Title. Grantor represents and warrants that it is the owner of fee title to the Premises, that it has full right and authority to grant the easements granted herein, and that this grant is made free and clear of all liens and encumbrances, except those of record and the rights of Grantor's tenants.

(g) No Public Dedication. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general.

(h) Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument

THIS AGREEMENT is executed as of the date and year first above written.

GRANTOR:

PARKER JORDAN METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: Norman Sheldon
Norman A. Sheldon, President

GRANTEE:

MOUNTAIN-PLAINS INVESTMENT CORPORATION,
a Colorado corporation

By: JoAnn Fetters
JoAnn Fetters, President

STATE OF COLORADO)
COUNTY OF Archae) ss.

The foregoing was acknowledged before me this 10th day of September, 2009, by Norman A. Sheldon, as President of Parker Jordan Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____



[Signature]
Notary Public

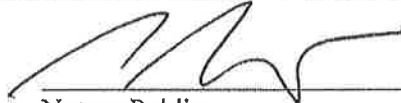
STATE OF COLORADO)
COUNTY OF Aspen) ss.

The foregoing was acknowledged before me this 10th day of September, 2009, by JoAnn Fetters, as President of Mountain Plains Investment Corporation, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: _____





Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

PARCEL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 32, WHENCE THE CENTER ONE-QUARTER CORNER OF SAID SECTION 32 BEARS SOUTH 01°06'52" WEST A DISTANCE OF 2645.34 FEET; (SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION); THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, SOUTH 01°06'52" WEST 928.84 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 1, 1989 IN BOOK 5641 AT PAGE 421 OF THE ARAPAHOE COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE SOUTH LINE OF RIVER RUN II, A PLAT RECORDED APRIL 24, 2000, UNDER RECEPTION NO. B0047132 OF THE ARAPAHOE COUNTY RECORDS, NORTH 89°48'52" EAST 1241.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTH LINE OF RIVER RUN II, A PLAT RECORDED APRIL 24, 2000, UNDER RECEPTION NO. B0047132 OF THE ARAPAHOE COUNTY RECORDS, NORTH 89°48'52" EAST 615.26 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 17°56'19" EAST 105.00 FEET TO A POINT ON THE NORTH LINE OF A PARCEL DESCRIBED IN BOOK 2928 AT PAGE 609 OF THE ARAPAHOE COUNTY RECORDS; THENCE SOUTH 89°48'52" WEST ALONG SAID NORTH LINE, 647.28 FEET TO A POINT ON THE EAST LINE OF A PARCEL DESCRIBED UNDER RECEPTION NO. B6120689 OF THE ARAPAHOE COUNTY RECORDS; THENCE NORTH 00°10'51" WEST 0.19 FEET ALONG SAID EAST LINE; THENCE NORTH 00°11'08" WEST ALONG SAID EAST LINE 99.81 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 63,127 SQUARE FEET OR 1.449 ACRES MORE OR LESS.

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE PROPERTY