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AGREEMENT

1962730 08/25/00 0151PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00

This AGREEMENT is made and entered into effective May 6, 1999, by and between PRSV COMPANY, LLC, a Colorado limited liability company ("LLC") and PRSV HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation ("HOA").

RECITALS

A. LLC is the developer of The Preserve Subdivision in Mesa County, Colorado, and is the owner of Lots 20 through 24, The Preserve Subdivision, Filing 4.

B. HOA is the association of all property owners in The Preserve Subdivision and is the owner of certain water rights and irrigation equipment utilized for the benefits of its members.

C. LLC wishes to provide future owners of Lots 20 through 24, The Preserve Subdivision, Filing 4, with the option of accessing the HOA irrigation delivery system and lake located in Filing 3.

D. HOA is willing to allow access and use of its irrigation delivery system and lake upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. Any time prior to the first anniversary of acquiring ownership, the first successor owner to LLC on Lots 20 through 24, The Preserve Subdivision, Filing 4 who has constructed a residence on their lot, shall have the right to connect a one inch (1") tap to the irrigation water line located in the *cul de sac* roadway to deliver irrigation water to their lot.

2. Upon connecting to the irrigation line a tap fee of \$500 shall be paid to the HOA.

3. All water drawn from the HOA irrigation system under the terms of this agreement shall be delivered to a reservoir facility on the user's lot and shall not be delivered directly into the users lot irrigation system.

4. The HOA shall have the exclusive authority to control the delivery of water from the lake and make control delivery through use of a pump and timer.

Recorded by: First American Title
ACCOMMODATION ONLY
The effect upon title has not been examined

5. All expense for the operation and maintenance of the pump, timer and delivery lines utilized for the delivery of irrigation water to Lots 20 through 24, The Preserve Subdivision, Filing 4 hereunder shall be paid *pro rata* by the owners of such lots who have elected to tap into the irrigation system.

6. All fees and expenses due hereunder shall be payable upon receipt of a bill from the HOA and in the event of non-payment the HOA shall have the right to terminate use of the irrigation system and collect any outstanding balance as an assessment under the Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors or assigns and shall not be amended except in writing duly executed by the HOA and the owners of Lots 20 through 24, The Preserve Subdivision, Filing 4 who have elected to participate hereunder.

8. This Agreement shall be enforced under the laws of the State of Colorado. Venue for all legal proceedings shall be Mesa County, Colorado. In the event of such legal proceedings hereunder the prevailing party shall be entitled to recover its reasonable attorneys fees and costs in addition to all other damages authorized at law.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

"LLC"

PRSV COMPANY, LLC, a Colorado limited liability company

By: David D. Behrhorst
Manager

"HOA"

PRSV HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation

By: David D. Behrhorst
President

STATE OF COLORADO)
) ss.
COUNTY OF Pitkin)

The foregoing instrument was acknowledged before me this 6 day of MAY, 1999, by David G. Behrhorst, the Manager of PRSV COMPANY, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: 4/21/04

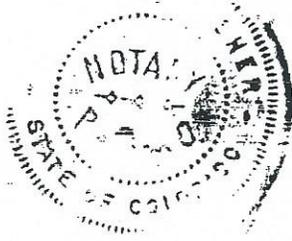


Donna Fisher
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Pitkin)

The foregoing instrument was acknowledged before me this 6th day of MAY, 1999, by DAVID G. BEHRHORST, the President of PRSV Homeowners Association, Inc.

WITNESS my hand and official seal.
My commission expires: 4/21/04



Donna Fisher
Notary Public