

EASEMENT DEED AND AGREEMENT

PAGE DOCUMENT

BOOK 2566 PAGE 876

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of March 17, 1999, by and between PRSV COMPANY, LLC, a Colorado Limited Liability Company, hereinafter referred to as "Grantor," and PRSV COMPANY, LLC, a Colorado Limited Liability Company, of 1280 Ute Avenue, #32, Aspen, CO 81611, hereinafter referred to as "Grantee."

The parties agree as follows:

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MONIKA TODD CLK&REC MESA COUNTY CO
REG FEE \$25.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

**SECTION ONE
CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, hereby grants and conveys to Grantee an easement as more particularly described on Exhibit "A" attached hereto subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantor described as follows:

Lot 18, The Preserve Subdivision, Filing Three, Mesa County, Colorado

The easement is and shall be perpetual and nonexclusive.

**SECTION TWO
DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the benefit of Lots 20, 21, 22, 23 and 24, The Preserve Subdivision, Filing Four, for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of ingress, egress, installation and maintenance of irrigation water pump and delivery system for residential use.

**SECTION THREE
CONDITIONS**

(a) Grantee agrees and understands that Grantor has no responsibility for the repair and maintenance of any utilities located in the easement or any driveway cut located on the easement and that Grantor shall have the right to use the easement for any residential purposes which do not prohibit Grantee's use of the easement;

(b) Grantee shall promptly repair any damage it shall do to Grantor's real property; shall maintain the irrigation water pump house or other irrigation water delivery equipment

KALVABEIDA V PRSV FILING 03 EASEMENT AGM

Recorded by: First American Title

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located on the easement in a manner consistent with the aesthetic standards of The Preserve Subdivision and consistent with all applicable safety standards;

(c) Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment.

BOOK 2566 PAGE 877

SECTION FOUR EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns. In the event Lots 20, 21, 22, 23 and 24, The Preserve Subdivision, Filing Four are under separate ownership, the costs of installment and maintenance of the irrigation pump house and delivery system shall be borne equally by each lot owner that elects to use the irrigation water delivery system.

SECTION FIVE NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor.

SECTION SIX GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide irrigation water for the properties of Grantee subject to the maintenance obligations of Grantee.

SECTION SEVEN ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

EXHIBIT "A"
MULTI USE UTILITY EASEMENT

Book 2566 PAGE 879

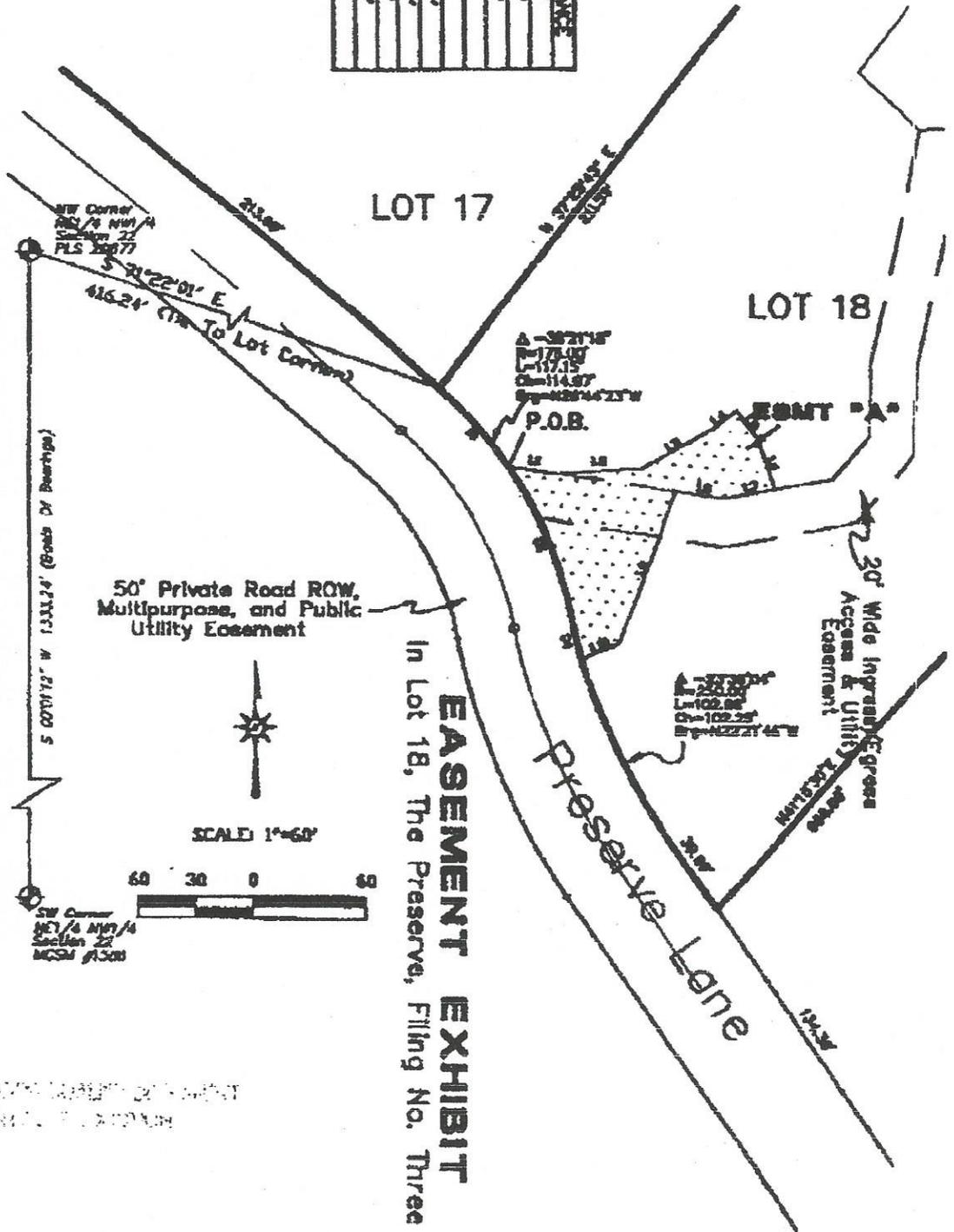
A utility easement in Lot 18, The Preserve Filing No. Three, as recorded in Plat Book 16, at Pages 315-318, Mesa County Records, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter, Northwest Quarter of Section 22, Township 11 South, Range 101 West, 6th P.M., Mesa County, Colorado, whence the Southwest Corner of the Northeast Quarter, Northwest Quarter of said Section 22 bears South 00 degrees 01 minutes 12 seconds West, a distance of 1333.24 feet with all bearings contained herein relative thereto; thence South 71 degrees 22 minutes 01 seconds East, a distance of 416.24 feet, to the common corner of Lot 17, Lot 18, and a point on the Northeasterly right-of-way line of Preserve Lane, of said The Preserve, Filing No. Three Subdivision; thence along said right-of-way line on the arc of a curve to the right having a delta angle of 15 degrees 07 minutes 44 seconds, with a radius of 175.00 feet, an arc length of 46.21 feet, a chord bearing of South 41 degrees 21 minutes 10 seconds East; and a chord length of 46.07 feet to the POINT OF BEGINNING; thence leaving said right-of-way line along a line that bears South 81 degrees 34 minutes 19 seconds East, a distance of 21.05 feet; thence North 85 degrees 28 minutes 36 seconds East, a distance of 36.17 feet; thence North 59 degrees 44 minutes 32 seconds East, a distance of 32.18 feet; thence North 53 degrees 16 minutes 31 seconds East, a distance of 15.00 feet; thence South 36 degrees 43 minutes 29 seconds East, a distance of 15.00 feet; thence South 18 degrees 01 minutes 49 seconds East, a distance of 23.44 feet, to a point on the Northerly line of a 20 foot wide Ingress/Egress Access and Utility Easement as shown on face of said Preserve Filing Three Plat; thence South 79 degrees 40 minutes 42 seconds West, along said Northerly line of said Ingress/Egress Access and Utility Easement, a distance of 22.67 feet; thence North 81 degrees 34 minutes 19 seconds West a distance of 19.72 feet; thence South 20 degrees 22 minutes 11 seconds West, a distance of 70.38 feet; thence South 66 degrees 26 minutes 52 seconds West, a distance of 18.19 feet to a point on the easterly right-of-way line of said preserve lane; thence along the arc of a non tangent curve to the right having a delta angle of 4 degrees 16 minutes 56 seconds, with a radius of 250.00 feet, an arc length of 18.69 feet, a chord bearing of North 12 degrees 42 minutes 12 seconds West, and a chord length of 18.68 feet; thence along the arc of a curve to the left having a delta angle of 23 degrees 13 minutes, 35 seconds with a radius of 175.00 feet, an arc length of 70.94 feet, a chord bearing of North 21 degrees 30 minutes 35 seconds West and a chord length of 70.46 feet; to the POINT OF BEGINNING. Said parcel containing an area of 0.101 acres, as described.

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

LINE	BEARING	DISTANCE
1	S 87°24'19" E	36.17'
2	S 87°28'35" V	36.17'
3	S 74°44'22" V	38.10'
4	S 74°44'22" V	15.00'
5	S 85°43'29" E	15.00'
6	N 87°01'49" V	32.44'
7	N 77°40'42" E	22.67'
8	N 81°24'19" V	15.72'
9	N 87°22'11" E	70.98'
10	N 66°25'25" E	18.19'

CHINE	RADIUS	ARC LEN	CHORD LEN	CHORD BEG	DELTA ANGLE
C1	174.00'	46.21'	45.07'	S 41°21'10" E	150°7'44"
C2	174.00'	70.14'	70.44'	S 22°19'31" E	231°5'38"
C3	182.00'	18.90'	18.90'	S 20°28'12" E	09°51'17"
C4	250.00'	18.68'	18.68'	S 12°42'12" E	04°16'58"



RECORDER NOTE: THIS INSTRUMENT PROVIDES SERVICE TO A PLAN

EASEMENT EXHIBIT
In Lot 18, The Preserve, Filing No. Three