

BOOK 527 PAGE 230

EASEMENT AGREEMENT

LORETTA BANNER
PITKIN CTY. RECORDER
DEC 31 3 43 PM '86

284904

THIS AGREEMENT made this 16th day of December,
1986, by and between ANN MILLIGAN GRAY (hereinafter the "Owner")
and THE LITTLE ELK CREEK VILLAGE HOMEOWNERS' ASSOCIATION
(hereinafter the "Association").

W I T N E S S E T H

WHEREAS, ANN MILLIGAN GRAY is the owner of certain real
property known as Lot 9, Block 3, Little Elk Creek Village
Subdivision, Filing No. 2, County of Pitkin, State of Colorado,
hereinafter referred to as the Property, and

WHEREAS, the Association is desirous of implementing its
water augmentation plan; and

WHEREAS, a portion of said plan contemplates the construc-
tion of holding ponds which in part may be upon the Owner's real
property described above; and

WHEREAS, the parties by this agreement wish to make
provisions for an easement for the aforementioned holding ponds,
which the Owner acknowledges is being constructed partially for
her benefit.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good
and valuable consideration, each in hand paid to the other and in
consideration of the mutual covenants and easements herein
contained, it is agreed as follows:

12-31-86

1. Easement. The Owner grants to the Association a non-exclusive easement twelve thousand two hundred (12,200) square feet of the Property, as defined in Exhibit A attached hereto and incorporated herein by this reference, in order to accommodate the aforementioned holding ponds, and any equipment necessary for the maintenance and operation of the holding ponds, and for any landscaping associated with said holding ponds. The location of said easement is shown on Exhibit B attached hereto and incorporated herein by this reference.

2. Obstruction. The Owner hereto agrees not to obstruct, impede, or interfere, in the reasonable use of the holding ponds for the purposes herein described.

3. Maintenance. The Association shall be responsible for the cost of the construction and maintenance of the holding ponds, and by its acceptance hereof agrees to maintain the ponds in all respects.

4. Indemnification. The Association agrees, jointly and severally, to indemnify, defend and hold Owner harmless from and against all liabilities, losses, claims, damages, actions, suits, or other charges arising out of the granting of this Easement or in connection with construction, maintenance or use of the holding pond to be constructed on the Easement, or on account of injury to any third person in or around the holding ponds including without limitation, all expenses, disbursements, advances, and reasonable attorneys' fees. The Association agrees to maintain public liability insurance in the amount of at least

15-51-86

LITTLE ELK CREEK VILLAGE HOMEOWNER'S ASSOCIATION

David Marlow
DAVID MARLOW, President
Phil Griffin

Ann M Gray
MILLIGAN GRAY

The foregoing document was acknowledged and sworn to before me this 16th day of December, 1986, by ANN MILLIGAN GRAY.

My Commission Expires Oct. 16, 1988

A circular library stamp from the State of New York, Department of Education, Albany. The text "STATE OF NEW YORK" is at the top, "DEPARTMENT OF EDUCATION" is at the bottom, and "ALBANY" is in the center. The date "APR 18 1900" is stamped across the middle.

EXHIBIT A TO EASEMENT AGREEMENT

A parcel of land being a portion of Lot 9, Block 2, Little Elk Creek Village Subdivision, Pitkin County, Colorado, described as follows:

Beginning at the Southeast corner of Lot 9, Block 2, Little Elk Creek Village;

Thence Northwesterly along a curve to the left a distance of 119.80 feet, whose radius is 230.00 feet;

Thence S64°40' West 83.00 feet;

Thence S51°20' West 40.00 feet;

Thence S39°50' East 22.00 feet;

Thence S20°45' West 33.40 feet to the Southerly line of said Lot 9;

Thence N82°57'07" East 187.21 feet along the Southerly line of Lot 9 to the point of beginning containing 0.2801 acres more or less.

County of Pitkin, State of Colorado

12-31-86