

**EASEMENT AGREEMENT**

THIS AGREEMENT is made as of the 31<sup>st</sup> day of July, 1996, by and between Jack E. Howard ("Howard") and Arnold I. Greenberg and Susan A. Greenberg (collectively, "Greenberg").

**RECITALS**

A. Howard is the owner of real property described on EXHIBIT A, attached hereto and hereby made a part hereof by reference (the "Property") and intends to plan, plat and develop the Property into a residential community (the "Project").

B. Greenberg is the owner of certain real property adjoining the Property on the North and sharing a common boundary with the Property (the "Common Boundary").

C. Howard needs an easement from Greenberg to gain access to a water main to serve the Project.

D. Greenberg is willing to grant the easement to Howard for certain consideration.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Greenberg hereby agrees to grant to Howard an irrevocable, non-exclusive easement for the sole purpose of installing and maintaining an underground water line therein, such easement being legally described on EXHIBIT B attached hereto and hereby made a part hereof by reference (the "Water Easement"). The grant of the Water Easement shall be irrevocably made and become effective only upon the full completion of the items listed in paragraphs 2 through 6, below, which Howard hereby agrees to do or cause to be done as part of the Project.

2. Howard agrees that any destruction of fences or damage to or removal of trees, or any other damage to or, on the Greenberg Property caused by the installation of such water line shall be repaired, replaced or restored, as the case may be, to the condition they were in prior to such installation, at the sole cost and expense of Howard.

3. Howard shall construct or erect, or cause to be constructed or erected, at no cost to Greenberg, along the Common Boundary and on the Property, as shown on the proposed plat, attached hereto as EXHIBIT C and hereby made a part hereof by reference, (1) a solid and substantial stone wall along the entire length of the "North-South component" of the Common Boundary, and (2) a retaining wall along the entire length of the "East-West

component" of the Common Boundary, and (3) a privacy fence, at least six feet (6') in height, solid and opaque, and built using such durable wood as cedar on or above the above described retaining wall. The stone wall, retaining wall and privacy fence shall be constructed solely within the easement described on EXHIBIT D attached hereto and hereby made a part hereof by reference. Such wall, retaining wall and fence shall be erected and fully completed before any construction of the Project, other than overlot grading, is commenced north of a parcel legally described on EXHIBIT E attached hereto and hereby made a part hereof by reference (the "Phase I Parcel"). Further, Howard agrees to cause, by notation on the approved Final Plat or Site Plan, the Homeowner's Association of the proposed community to be perpetually responsible for the maintenance and upkeep of the wall, retaining wall and fence. 2

4. Howard shall construct and install, or cause to be constructed and installed, at no expense to Greenberg, a private sewer line, for the exclusive use of Greenberg, from a sewer main or line within the Project to the present Greenberg residence, hook the same up to the Greenberg residence so it may be used by the occupants of such residence, and pay any required tap fees therefore. Such sewer line shall be constructed in a good and workmanlike manner, meeting all applicable codes and regulations, shall be wholly underground with the surface being restored to the condition it was in prior to construction, and shall follow the most expedient, practical course from the sewer main within the Project to the Greenberg residence. Further, any existing fences will be left undisturbed or restored, at the sole cost and expense of Howard, to the condition they were in prior to construction, and no trees shall be damaged or removed during construction. From and after the installation of the sewer line and its approval by the Alameda Water and Sanitation District, the maintenance of the line from the Greenberg residence to that point on the main sewer line where it is no longer considered a private line shall be the responsibility of Greenberg. Such sewer line shall be installed and fully operational, with all construction fully completed and the surface restored prior to the commencement of any construction on the Project north of the Phase I Parcel other than overlot grading.

5. Construction of the wall, retaining wall and fence (paragraph 3) and the construction, installation and hookup of the residential sewer line (paragraph 4) shall be completed on or before two (2) years from the effective date of this Agreement. In the event the work is not completed within the time period provided, Greenberg shall have the right, but not the obligation, to record whatever document may be appropriate to vacate and terminate the easement described in paragraph 1, above.


6. Howard shall execute and place of record in the real estate records of Jefferson County, Colorado, a Restrictive Covenant, in form and content satisfactory to Greenberg, stating, in effect, that there shall never be a means of vehicular access platted, dedicated or otherwise constructed or allowed running northerly from the Property to the private road now known as Lakeridge Road.


7. Upon full completion, in a manner reasonably satisfactory to Greenberg and pursuant to the provisions of this Agreement, of the wall and sewer line, Greenberg, upon the request of Howard, shall execute any further documents that may be reasonably necessary to evidence the Water Easement.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns.

AGREED TO AND EXECUTED, by the parties as of the day and year first above written.

written.

  
Arnold I. Greenberg

  
Jack E. Howard

Susan A. Greenberg  
Susan A. Greenberg

STATE OF COLORADO }  
\_\_\_\_\_ & COUNTY OF Jefferson } ss.

The foregoing Easement Agreement was acknowledged before me this 13<sup>th</sup> day of August, 1996, by ~~XXXXXX Greenberg~~ Jack E. Howard.

My Commission Expires **MY COMMISSION EXPIRES:**  
May 15, 1999

NOTARY PUBLIC  
STATE OF COLORADO

**Witness my hand and official seal.**

Jackie Scott  
NOTARY PUBLIC

STATE OF COLORADO }  
 City & COUNTY OF Denver } ss.

The foregoing Easement Agreement was acknowledged before me this 8<sup>th</sup> day of August, 1996, by Susan A. Greenberg.

10-19-99

Witness my hand and official seal.

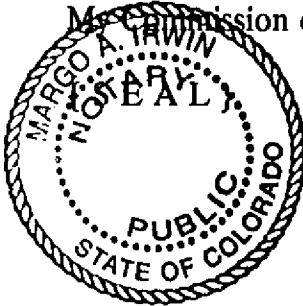
Margo L. Brown  
NOTARY PUBLIC

}  
} ss.  
}

City & COUNTY OF Denver


The foregoing Easement Agreement was acknowledged before me this 21st day of August, 1996, by Arnold I. Greenberg.

My Commission expires 10-19-99



Witness my hand and official seal.

Witness my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT SCHEDULE**

**EXHIBIT A - HOWARD PLAT**

**EXHIBIT B - GREENBERG WATER EASEMENT**

**EXHIBIT C - PLAT**

**EXHIBIT D - FENCE EASEMENT**

**EXHIBIT E - PHASE I**

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**EXHIBIT A**

**LEGAL DESCRIPTION**

6  
A parcel of land lying within the southwest 1/4 of Section 25, Township 4 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southwest corner of said Section 25; thence N00°05'30"W, along the west line of said Section 25, a distance of 30.00 feet to a point on the northerly line of West Yale Avenue, and said point also being the point of beginning; thence N00°05'30"W, continuing along said west line a distance of 801.47 feet to a point; thence N80°21'27"E, a distance of 210.92 feet to a point; thence N89°54'30"E, a distance of 112.00 feet to a point; thence S00°05'30"E, a distance of 120.99 feet to a point; thence N89°57'32"E, a distance of 221.00 feet to a point; thence S00°05'30"E, a distance of 695.76 feet to a point on the northerly right-of-way line of said West Yale Avenue; thence along said northerly line the following three courses:  
1. S89°57'32"W, a distance of 221.00 feet to a point;  
2. S00°05'30"E, a distance of 20.00 feet to a point;  
3. S89°57'32"W, a distance of 320.00 feet to the point of beginning.

Containing 417,835 square feet or 9.5922 acres of land, more or less.

EXHIBIT B  
Easement #3-B

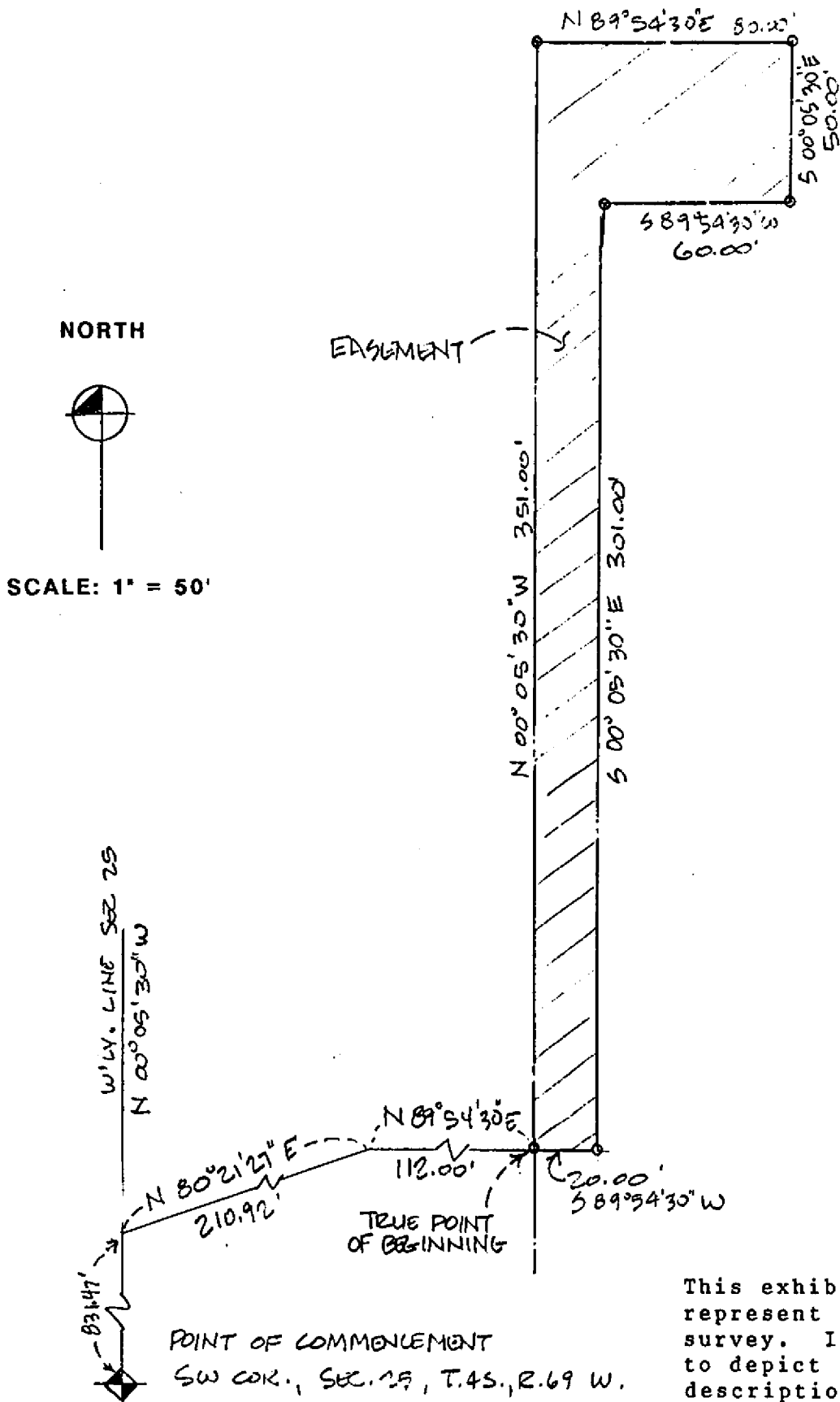
Description of Utility Easement  
( Greenberg Property)

An easement for construction and maintenance of water and sewer lines, located in the Southwest 1/4 of Section 25, T. 4 S., Range 69 West of the 6th P.M., City of Lakewood, County of Jefferson, State of Colorado; and also being a part of a parcel of land described in a deed recorded at Reception #89004823 in the records of said Jefferson County; said easement being 20.00 feet in width and described as follows:

Commencing at the Southwest corner of said Section 25; thence North 00° 05' 30" West along the westerly line of said Section 25, 831.47 feet; thence departing said westerly line, North 80° 21' 27" East, 210.92 feet; thence North 89° 54' 30" East, 112.00 feet to the True Point of Beginning; thence North 00° 05' 30" West, 351.00 feet; thence North 89° 54' 30" East, 80.00 feet; thence South 00° 05' 30" East, 50.00 feet; thence South 89° 54' 30" West, 60.00 feet; thence South 00° 05' 30" East, 301.00 feet; thence South 89° 54' 30" West, 20.00 feet to the True Point of Beginning containing 10,020 square feet (.230 acre) more or less.

Prepared By:





This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



## 9

GRAPHIC SCALE: SHEET 9 OF 9

[illegible]

**INSTRUCTIONS: Please fill out the following information:**

[illegible]

THE UNIVERSITY OF CHICAGO PRESS

## SUMMITTOWN'S CATHEDRAL

**CAIRO**  
The Egyptian government has announced that it will not accept the offer of the United States to supply it with arms and ammunition.

[illegible]

**For complete details, call 1-800-441-4444**

[illegible]

and the other two are in the same position as the first two. The first two are in the same position as the first two. The first two are in the same position as the first two.

City of Montreal

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WISCONSIN DEPARTMENT OF REVENUE

Accepted for publication 15 October 2001  
Published online 12 November 2001

Address: \_\_\_\_\_  
City: \_\_\_\_\_

SP 80-27 MS. 86 - 25-15 SHEET 1 OF 1  
THEATRICAL IN THE PARK PORTRAIT

POOR COPY

EXHIBIT C

EXHIBIT D  
Easement #2

Description of Fence Location

An easement for construction and maintenance of a fence, located in the Southwest 1/4 of Section 25, T. 4 S., Range 69 of the 6th P.M., City of Lakewood, County of Jefferson, State of Colorado; said easement being 6.00 feet in width and described as follows:

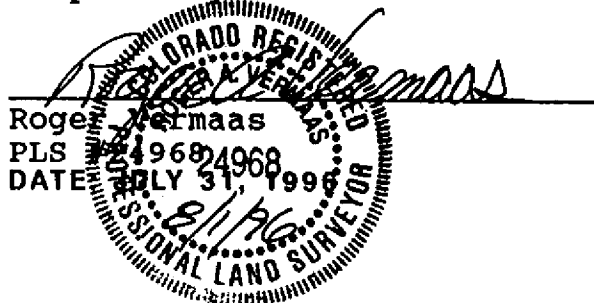
Commencing at the Southwest corner of said Section 25; thence North 00° 05' 30" West along the westerly line of said Section 25, 831.47 feet; thence North 80° 21' 27" East, 210.92 feet; thence North 89° 54' 30" East, 112.00 feet to the True Point of Beginning; thence South 00° 05' 30" East, 120.99 feet; thence North 89° 57' 32" East, 221.00 feet; thence South 00° 05' 30" East, 6.00 feet; thence South 89° 57' 32" West, 227.00 feet; thence North 00° 05' 30" West, 126.99 feet; thence North 89° 54' 30" East, 6.00 feet to the True Point of Beginning; containing 2088 square feet (.0479 acre) more or less.

Prepared By:

Roger Vermaas

PLS # 49684068

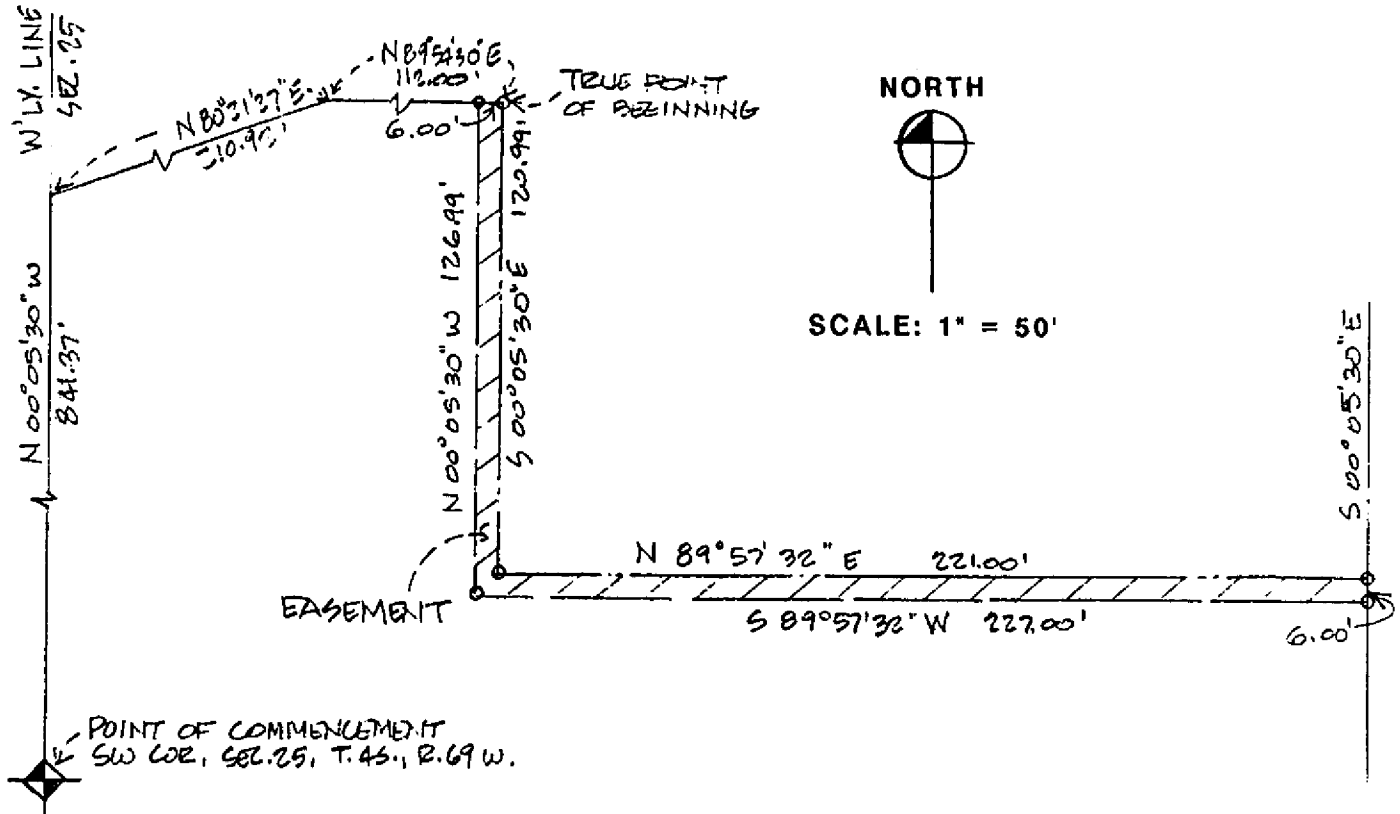
DATE JULY 31, 1998



JACKSON ENGINEERS, INC.

6841 South Yosemite • Suite #3-B  
Englewood, Colorado 80112

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This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

EXHIBIT E  
Description of Phase I  
Thraemoor in the Park Subdivision

A parcel of land in the Southwest 1/4 of Section 25, T. 4 S., Range 69 West of the 6th P.M., City of Lakewood, County of Jefferson, State of Colorado; more particularly described as follows:

Beginning at a point which lies on the Westerly line of said Section 25, from which the Southwest corner of said Section 25 bears South 00°05' 30" East, a distance of 50.00 feet; thence North 00°05' 30" West along said westerly line, 364.60 feet; thence departing said westerly line, North 89°57' 32" East, 541.02 feet; thence South 00°05'30" East, 364.60 feet to a point which lies 50.00 feet northerly of the southerly line of said Southwest 1/4 of Section 25; thence South 89°57' 32" West and parallel to said southerly line a distance of 541.02 feet to the Point of Beginning; containing 4.53 acres, more or less.

Prepared By:

  
Roger Vermaas  
PLS # 2496824968

