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WATER LINE EASEMENT

THIS AGREEMENT made and entered into this 6

day of Oliver, 1966, by and between FRANK F. SPAROVIC and KATHERINE C. SPAROVIC, hereinafter referred to as Sparovics and MOUNTAIN VALLEY DEVELOPMENT COMPANY, a partnership, hereinafter referred to as Mountain Valley.

WHEREAS, a Contract of Purchase and Sale was entered into between Sparovics and Horace Hendricks, et al., now doing business as Mountain Valley Development Co., which terms of the contract have been performed by the parties thereto;

WHEREAS, Horace Hendricks, et al., agreed in the said contract to provide domestic water for Sellers use by drilling a well or from some other source;

WHEREAS, the parties hereto have reached an agreement for providing of domestic water to the Sparovics;

WITNESSETH:

NOW THEREFORE, for good and valuable consideration each to the other, the parties hereto agree as follows:

1. Mountain Valley does hereby provide an easement for a 3/4 inch water pipeline across the lands previously deeded to Mountain Valley by the Sparovics which water pipeline easement is described as follows:

Beginning at a point on the Westerly line of Lot 11, Block 1, Mountain Valley Subdivision as recorded in Plat Book 3, Page 36, of the records for Pitkin County; thence northwesterly along the westerly boundary lines of Lots 11 and 12, Block 1, Mountain Valley Subdivision; thence in a northeasterly and northerly direction along Lupine Drive and across Laurel Drive; thence approximately 950 feet in an easterly direction along and in a well-defined gulch to the easterly boundary line of the property conveyed to Horace Hendricks, et al., by the Sparovics (which pipeline is presently in place).

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- 2. Mountain Valley agrees to supply the water pipeline, 3/4 inch galvanized pipe, together with a 500 gallon storage tank for the use of the Sparovics, and Sparovics agree to provide the labor for installation of the water pipeline and storage tank.
- 3. Mountain Valley further agrees to provide Sparovics with an easement from said storage tank for a one inch water pipeline to the natural springs previously adjudicated by the Sparovics and conveyed to Horace Hendricks, et al., now doing business as Mountain Valley Development Co. Said one inch pipeline shall be provided by the Mountain Valley. It is further understood and agreed that Sparovics shall be responsible for all maintenance of the pipeline easement and storage tank and Sparovics are hereby given an easement for such maintenance.
- 4. Mountain Valley reserves the right to relocate said water pipeline and storage tank at its own discretion but at no cost to the Sparovics. In the event Mountain Valley does relocate said water pipeline and/or storage tank, it shall not interfere or interrupt the domestic use of water by the Sparovics from said system.
- 5. By this Agreement, Mountain Valley does convey to the Sparovics a right to take water from the natural springs through a 3/4 inch water pipeline from said storage tank, however, Mountain Valley makes no warranties or promises as to its rights on the said natural springs nor shall it be required to do anything further other than as hereinabove provided.
- 6. It is understood by the execution of this agreement that Mountain Valley has performed its responsibility for the furnishing of domestic water to the Sparovics as required by that Contract of Purchase and Sale dated May 11, 1965.

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

IN WITNESS WHEREOF, the parties hereto have hereunto entered into the Agraement on the date first above mentioned.

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MOUNTAIN VALLEY, DEVELOPMENT CO.
HORACE L. HENDRICKS

HORACE LHENDRICKS under Power of Attorney from Martin J. Arnold, Fierman Arbaney and E. Norris Taylor, recorded in Book 214 at Pages 580, 583, 586, 589 of the records for Pitkin County, Colorado.