

431.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of September 29, 2005, by and between Brian A. Feagins and Kelley J. Feagins (jointly, "Grantors") and Roosevelt Ridge Homeowners Association, a Colorado nonprofit corporation ("Grantee").

RECITALS

- A. Pursuant to the Declaration of Covenants, Conditions, and Restrictions for Roosevelt Ridge recorded in the office of the Gilpin County Clerk and Recorder on August 30, 2005 at Reception Number 127233 (the "Declaration"), Grantee is the owners association for real property located in Gilpin County, Colorado, commonly referred to as "Roosevelt Ridge."
- B. Grantors are the owners of real property within Roosevelt Ridge described as Lot 15, Roosevelt Ridge Exemption Plat, Gilpin County, Colorado ("Lot 15").
- C. Grantee has requested that Roosevelt Ridge be included in the Colorado Sierra Fire District (the "District") and that the District provide fire protection services for Roosevelt Ridge.
- D. The District has requested that Grantee provide space for the storage of fire equipment (the "Fire Shed") on Lot 15 and that a separate access ("Service Access") be provided for such equipment.
- E. Pursuant to the Declaration, Grantee also has the power to create easements for the location of trash dumpsters serving Roosevelt Ridge.
- F. Grantors and Grantee have agreed upon a location and site plan design for Service Access and a common trash dumpster/Fire Shed facility (collectively, the "Facility") to be located on Lot 15. Grantors desire, pursuant to this Agreement, to grant and convey to Grantee an easement for the Facility as further set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Grantee agree as follows.

- 1. Grant of Easement. Subject to the terms and conditions set forth below, Grantors hereby grant, sell and convey to Grantee a permanent exclusive easement (the "Easement") over and across the portion of Lot 15 described on the attached Exhibit A (the "Easement Premises") for the construction, operation, maintenance, repair and replacement of the Facility by Grantee or the District and other purposes that may be determined by the Grantee to be in the best interests of the owners of lots in Roosevelt Ridge.
- 2. Exclusivity. The Easement shall be exclusive and the Grantee may restrict access to the Easement Premises as Grantee deems appropriate to protect the Facility.

9/2005

3. Maintenance. Grantee agrees to maintain the Facility in a sightly, clean and orderly condition and to regularly clean up any trash or debris that may accumulate within the Easement Premises.

4. Indemnity. Grantee shall indemnify Grantor against any claims arising out of Grantee's use of the Easement or Easement Premises.

5. Benefit; Term; Inurement. The Easement shall be deemed to be an easement in gross for the benefit of Grantee and its respective contractors, agents and invitees (including the District); and shall burden Lot 15 and shall run with the title to such property in perpetuity. The terms and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.


6. Attorneys Fees. In the event that legal action is commenced by a party to enforce its rights under this Agreement, the prevailing party shall recover the reasonable attorneys fees and costs that it incurred in such action.

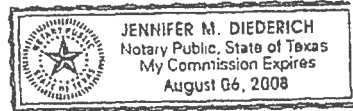
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Signature Pages Attached]

GRANTEE:

Roosevelt Ridge Homeowners Association
a Colorado nonprofit corporation

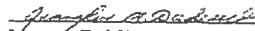
By: 
Name: Scott Schorer
Title: President




STATE OF Texas)
) ss.
COUNTY OF Collin)

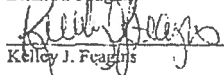
The foregoing instrument was acknowledged before me this 18th day of October,
2005, by Scott Schorer as President of Roosevelt Ridge Homeowners Association, a Colorado nonprofit
corporation.

My commission expires: 8/06/08

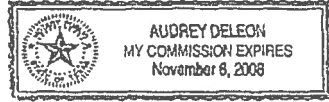

Notary Public

GRANTORS:



Brian A. Feagin


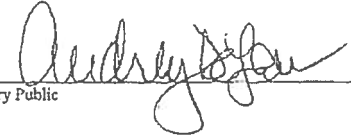
Kelley J. Feagin



STATE OF Texas)
COUNTY OF Dallas) ss.

The foregoing instrument was acknowledged before me this 28th day of Sept, 2005, by Brian A. Feagin and Kelley J. Feagin.

My commission expires: 11-6-08



Notary Public

11/2/05 9:06 AM 127977
JESSICA LOVINGIER GILPIN COUNTY receipt #1281 Page 5 of 6
174 EASEMENT DEED/AGREEMENT TotalFee:31.00 DocFee:0.00



EXHIBIT A
Easement Premises

See Attached

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JESSICA LOVINGIER GILPIN COUNTY receipt #1281 Page 6 of 6
176 EASEMENT DEED/AGREEMENT Total Fee: 31.00 Doc Fee: 0.00

