

LANDSCAPE EASEMENT AGREEMENT

BOOK 7096 PAGE 244

JRM. gh
THIS LANDSCAPE EASEMENT AGREEMENT ("Agreement") is executed this 9 day of June, 1993, by and between JOHN R. MARTINUK and ELIZABETH MARTINUK (collectively referred to herein as "Martinuk") and DAYTON FARMS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Martinuk is the owner of that certain parcel of land located in Dayton Farms, Arapahoe County, Colorado (the "Development") as more fully set forth on Exhibit A, attached hereto and incorporated herein (the "Landscape Parcel"); and

WHEREAS, the Landscape Parcel is to be landscaped and contain monuments of identification of the Development; and

WHEREAS, Martinuk wishes to grant to the Association, and the Association wishes to obtain from Martinuk a permanent non-exclusive easement and right to enter upon the Landscape Parcel to install, maintain, repair and replace the landscaping and landscaped fixtures on the Landscape Parcel as described herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Martinuk hereby grants to the Association, their successors and assigns, a permanent non-exclusive easement on, under, over, across and upon the Landscape Parcel for the purpose of installing, maintaining, repairing and replacing any existing and/or additional landscaping to the Landscape Parcel, which landscaping shall include, but shall not be limited to, the installation, repair, planting, repainting and replacement, as necessary, of all grass, trees, shrubs, flowers, rocks, signs, monuments, lighting fixtures, fencing and irrigation systems located on the Landscape Parcel (the "Landscape Work").

2. Obligation of Association. The Association agrees to perform the Landscape Work in a good and workmanlike manner at its sole cost and expense.

3. Indemnity. The Association shall defend, indemnify and hold Martinuk, its successors and assigns harmless from any and all liabilities, damages, obligations, claims, losses, costs, expenses and fees (including attorneys' fees) arising from, in connection or out of the Association's use of the easement granted hereby.

4. Colorado Law. This Agreement shall be governed by the laws of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"MARTINUK":

John R. Martinuk
John R. Martinuk

Elizabeth Martinuk
Elizabeth Martinuk

"ASSOCIATION"

DAYTON FARMS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation

By: Richard J. Shook
Its: President

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 19th day of August, 1993, by John R. Martinuk.

Witness my hand and official seal.

My commission expires 5-4-95.

Prima Blecha
Notary Public



STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 19th day of August, 1993, by by of Elisabeth Martinuk.

Witness my hand and official seal.

My commission expires 5-4-95

(Seal) [Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 19th day of August, 1993, by Robert [unclear] as President of Dayton Farms Homeowners Association, Inc., a non-profit corporation.

Witness my hand and official seal.

My commission expires 5-4-95

(Seal) [Signature]
Notary Public

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN TRACT 13 OF THE CLARK COLONY, ARAPAHOE COUNTY, COLORADO, IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF GREENWOOD VILLAGE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 BEING CONSIDERED TO BEAR $S00^{\circ}08'16''W$. THE NORTH ONE-QUARTER CORNER OF SAID SECTION 15 IS MONUMENTED BY A 3 INCH ALLOY CAP IN RANGE BOX L.S. NO. 7735. THE CENTER OF SAID SECTION 15 IS MONUMENTED BY A 3 INCH ALLOY CAP IN A RANGE BOX, L.S. NO. 7735.

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 15 THENCE $S00^{\circ}16'16''W$ AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 685.89 FEET, THENCE $N89^{\circ}33'47''E$ A DISTANCE OF 30.7 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EAST DAYTON STREET; THENCE $S89^{\circ}33'47''E$ ALONG THE EAST RIGHT-OF-WAY LINE OF EAST DAYTON STREET A DISTANCE OF 149.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING $S00^{\circ}08'16''W$ ALONG THE EAST RIGHT OF WAY LINE OF EAST DAYTON STREET A DISTANCE OF 43.00 FEET TO THE SOUTHWEST CORNER OF THE EASTERLY 230.50 FEET OF THE WESTERLY 248.00 FEET OF THE NORTHERLY 189.00 FEET OF TRACT 13 OF THE CLARK COLONY; THENCE $N89^{\circ}33'47''E$ ALONG THE SOUTH LINE OF THE EASTERLY 230.50 FEET OF THE WESTERLY 248.00 FEET OF THE NORTHERLY 189.00 FEET OF SAID TACT 13 A DISTANCE OF 39.63 FEET; THENCE $N44^{\circ}53'44''W$ A DISTANCE OF 56.04 FEET TO THE POINT OF BEGINNING. CONTAINS 793 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT

I, LEWIS M. HELMS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

Lewis M Helms 8-13-93
 LEWIS M. HELMS, REGISTERED LAND SURVEYOR
 COLORADO NO. 24308
 FOR AND ON BEHALF OF JR ENGINEERING, LTD.
 8867 SOUTH SPRUCE STREET
 ENGLEWOOD, COLORADO 80112



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