

LANDSCAPE EASEMENT AGREEMENT

BOOK 7388 PAGE 112

THIS LANDSCAPE EASEMENT AGREEMENT ("Agreement") is executed as of this 3rd day of December, 1993, by and between W. W. S., INC., a Colorado corporation (the "Corporation") and DAYTON FARMS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Corporation 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 "Landscaped Parcel"); and

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

WHEREAS, the Corporation wishes to grant to the Association, and the Association wishes to obtain from the Corporation a permanent non-exclusive easement and right to enter upon the Landscaped Parcel to install, maintain, repair and replace the landscaping and landscaped fixtures on the Landscaped 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. The Corporation hereby grants to the Association, its successors and assigns, a permanent non-exclusive easement on, under, over, across and upon the Landscaped Parcel for the purpose of installing, maintaining, repairing and replacing any existing and/or additional landscaping to the Landscaped 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 Landscaped 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 the Corporation, 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.

"Corporation":

W. W. S., Inc.,
a Colorado corporation

By: Richard A. S. [Signature]
Its: President

"Association"

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

By: [Signature]
Its: President

STATE OF COLORADO)
City of Denver) ss.

The foregoing instrument was acknowledged before me this 3rd day of December, 1993, by Robert L. Shastes as President of W. W. S., Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission expires May 6, 1996.



[Signature]
Notary Public

12077.1/23239-1/120293/SJIS

STATE OF COLORADO)
) ss.
)

City COUNTY OF Denver

The foregoing instrument was acknowledged before me this
3rd day of December, 1993, by Pauline Hoates
as President of DAYTON FARMS HOMEOWNERS
ASSOCIATION, INC., a non-profit corporation.

Witness my hand and official seal.

My commission expires May 6, 1996.

(Seal)

James R. Brewer
Notary Public

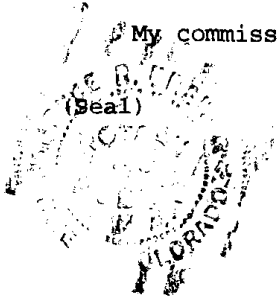
STATE OF COLORADO)
) ss.
)

City COUNTY OF Denver

The foregoing instrument was acknowledged before me this
3rd day of December, 1993, by Robert D. Hoates
as President of DAYTON FARMS HOMEOWNERS
ASSOCIATION, INC., a non-profit corporation.

Witness my hand and official seal.

My commission expires May 6, 1996



James R. Brewer
Notary Public

FRONTENGO, CORONADO E0122
10 DEC 1993
HARRISON AND FOLLNER, P.C.

LEGAL DESCRIPTION

AN EASEMENT OVER AND ACROSS A PORTION OF LOT 33, DAYTON FARMS, AS RECORDED IN PLAT BOOK 111 AT PAGES 35 AND 36 OF THE RECORDS OF ARAPAHOE COUNTY, CITY OF GREENWOOD VILLAGE, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 BEING CONSIDERED TO BEAR S00°06'16"W. THE NORTH ONE-QUARTER CORNER OF SAID SECTION 15 IS MONUMENTED BY A 3 INCH ALLOY CAP LS NO. 7735 IN A RANGE BOX. THE CENTER OF SAID SECTION 15 IS MONUMENTED BY A 3 INCH ALLOY CAP LS NO. 7735 IN A RANGE BOX.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 33, DAYTON FARMS, THENCE N00°06'16"E AND ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH DAYTON STREET A DISTANCE OF 68.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH DAYTON STREET AND THE SOUTH RIGHT-OF-WAY LINE OF EAST PROGRESS CIRCLE THE FOLLOWING THREE (3) COURSES:

1. N00°06'16"E A DISTANCE OF 28.73 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 90°00'00", A RADIUS OF 20.00 FEET AND A LENGTH OF 31.42 FEET TO A POINT OF TANGENT;
3. S89°53'44"E A DISTANCE OF 28.73 FEET;

THENCE S45°06'16"W A DISTANCE OF 68.92 FEET TO THE POINT OF BEGINNING,

CONTAINING 1101 SQUARE FEET OR 0.025 ACRES.

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

LEWIS M. HELMS, REGISTERED LAND SURVEYOR
COLORADO NO. 24308
FOR AND ON BEHALF OF JR ENGINEERING, LTD.
6857 SOUTH SPRUCE STREET
ENGLEWOOD, COLORADO 80112

