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**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT is made and entered into this 25<sup>th</sup> day of November, 2001, by and between the MID VALLEY METROPOLITAN DISTRICT, a Colorado special district, whose address is 0031 Duroux Lane, Suite A, Basalt, Colorado 81621 (hereinafter "District"), and the BLUE LAKE OWNERS' ASSOCIATION, whose address is ~~189 J.W. Drive #A, Carbondale, CO 81623~~ (hereinafter referred to as "Blue Lake").  
PO Box 2002, Rifle, CO 81650

**WITNESSETH:**

WHEREAS, the District provides potable water and sanitary sewer service for the area within the Counties of Garfield and Eagle, State of Colorado; and

WHEREAS, Blue Lake is the owner of common area property situated in the County of Eagle, State of Colorado, as more particularly described on the Blue Lake Planned Unit Development Filing No. V Final Plat ("Final Plat"), as recorded in the office of the Clerk and Recorder of Eagle County on March 15, 1994, in Book 634, at Page 839 as Reception No. 530894 (hereinafter the "Blue Lake Property"); and

WHEREAS, the Final Plat identifies a sixty foot (60') access and utility easement granted by Blue Lake to the District, which easement traverses the southwest corner of the Blue Lake Property adjacent to State Highway 82; and

WHEREAS, the District's existing easement provides surface access to the District's wastewater treatment lagoons located on District property ("District Property") to the west of the Blue Lake Property (hereinafter referred to as the "Existing Access Easement"); and

WHEREAS, the Existing Access Easement is presently unimproved; and

WHEREAS, Blue Lake constructed and paved a roadway north of the District's Existing Access Easement, which is capable of providing access to the District's wastewater treatment lagoons; and

WHEREAS, the District desires to abandon its Existing Access Easement by Quit Claim Deed, attached hereto as Exhibit A and incorporated herein by this reference, while maintaining the existing utility easement on the Blue Lake Property; and

WHEREAS, the District desires to acquire a new sixty foot (60') access easement which shall run over and across the Blue Lake Property via Blue Lake's existing paved roadway (hereinafter referred to as the "New Access Easement"); and

WHEREAS, Blue Lake has agreed to grant and convey said New Access Easement to the District, which shall be located as described on Exhibit B, attached hereto and incorporated herein by this reference and shall be used, defined, and described as hereinafter provided; and



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WHEREAS, the parties desire to execute this Agreement for the purposes stated above.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby fully incorporated by this reference.

2. Quit Claim Deed; Abandonment of Existing Access Easement. The District hereby agrees to convey to Blue Lake by quit claim deed the Existing Access Easement on the Blue Lake Property. The parties agree that such quit claim deed, designated as Exhibit A hereto, shall be executed simultaneously with the execution of this Access Easement Agreement and the District shall record Exhibit A within thirty days following execution. Upon recordation of Exhibit A and completion of all obligations under the terms of this Agreement, the parties shall deem the Existing Access Easement abandoned.

3. New Access Easement. Blue Lake hereby agrees to grant and convey to the District a perpetual, non-exclusive easement over the Blue Lake Property, as more particularly described on the attached Exhibit B. Specifically, the easement shall be used for access to the District's wastewater treatment lagoons for operation and maintenance or any other use required in conjunction with the District's present or future use of the District Property. Blue Lake agrees that it will execute an Access Easement, attached hereto as Exhibit B, simultaneously with the execution of this Access Easement Agreement and the District shall record Exhibit B simultaneously with but after Exhibit A is recorded. Blue Lake further agrees that it shall not construct, place, or establish any structures, improvements, or any other obstruction on said easement which will interfere with or render more difficult the use of said easement or to otherwise hinder or obstruct the use of such easement for the purpose herein described, and further provided that the easement granted herein to the District is subject to all prior easements and/or encumbrances of record which exist on the date of the execution of this Agreement that may affect the Blue Lake Property.

4. Reservation of Existing Utility Easement. The parties agree that the existing utility easement, granted in favor of the District and more fully described on the Plat, shall remain and the terms and conditions of this Access Easement Agreement shall not impair the District's use of the existing utility easement.

5. Document Preparation. The District shall be responsible for the preparation and expense of this Agreement and all documents necessary to formalize the conveyance of the New Access Easement, including but not limited to the preparation of a legal description for the New Access Easement and the preparation of any other plats or surveys.

6. Notice. This Agreement shall constitute actual notice to any and all owners, tenants, or other persons who occupy units or reside upon the Blue Lake Property of the terms and conditions herein.



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Sara J Fisher Eagle, CO

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7. Covenants in This Agreement. The parties agree and intend that this Agreement and Exhibits A and B, attached hereto, shall run with the Blue Lake Property and be a burden and covenant thereon. This Agreement shall be recorded at the District's expense, in the Office of the Clerk and Recorder of Eagle County.

8. Waiver of Defects. By executing this Agreement, the parties waive all objections it may have concerning defects, if any, in the formalities whereby it is executed, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

9. Release of Liability. It is expressly understood that the District cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the District's Rules and Regulations and local, state, and federal laws, and that when dealing with the District, Blue Lake acts at its own risk as to any representation or undertaking by the District officers or agents or their designees which is subsequently held unlawful by a court of law.

10. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

11. Invalid Provisions. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect, and such void provision shall be replaced with a valid provision which most closely sets forth the intentions of the parties. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Eagle County.

13. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction herein contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement. Any modification or amendment must be in a written form and executed in the same manner as this Agreement.

14. Attorney Fees, Costs. In the event that either party deems it necessary to pursue litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs of suit actually incurred in such litigation.



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15. Binding. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

16. Counterparts. This Easement Agreement may be executed in duplicate original counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

17. Notices. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing.

Notice to District:

Mid Valley Metropolitan District  
0031 Duroux Lane, Suite A  
Basalt, CO 81621

With copy to:

Leavenworth & Karp, P.C.  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
970-945-2261  
970-945-7336 (fax)

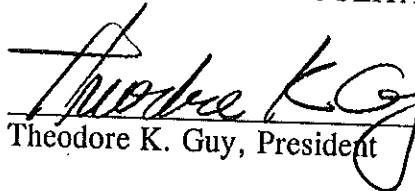
Notice to Blue Lake:

Blue Lake Owners' Association  
~~189 J.W. Drive #A PO Box 2002~~  
~~Carbondale, CO 81623 Rifle, CO 81650~~  
970-963-1300 948-2307  
~~970-963-6023 (fax)~~

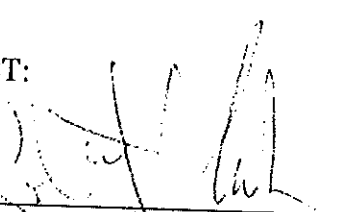
IN WITNESS WHEREOF, the District and Blue Lake have caused this Easement Agreement to be executed on the day and year first above written.

MID VALLEY METROPOLITAN DISTRICT

By

  
Theodore K. Guy, President

ATTEST:

  
Robert Clark, Secretary

BLUE LAKE OWNERS' ASSOCIATION

By David Parker  
David Parker, President

ATTEST:

Jodie Brandt  
Secretary



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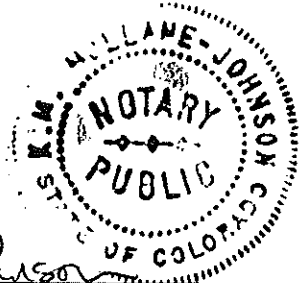
Sara J Fisher Eagle, CO 174. R 70.00

STATE OF COLORADO )  
  ) ss.  
COUNTY OF EAGLE )

Acknowledged, subscribed, and sworn to before me this 26<sup>th</sup> day of November, 2001,  
by Theodore K. Guy, as President, and by Robert Clark, as Secretary, on behalf of the Mid  
Valley Metropolitan District.

WITNESS my hand and official seal.

My Commission expires: 5-9-2002



K.M. Mullane-Johnson  
Notary Public

STATE OF COLORADO )  
  ) ss.  
COUNTY OF EAGLE )

Acknowledged, subscribed, and sworn to before me this 25<sup>th</sup> day of November, 2001,  
by David Parker, as President, and by Jodie Brandt, as Secretary, on behalf of  
Blue Lake Owners' Association.

WITNESS my hand and official seal.

My Commission expires: 5-9-2002



K.M. Mullane-Johnson  
Notary Public

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this 26<sup>th</sup> day of November, 2001, between the the Mid Valley Metropolitan District, a Colorado special district, whose address is 0031 Duroux Lane, Suite A, Basalt, CO 81621 (hereinafter referred to as "Grantor"), and Blue Lake Owners' Association, a Colorado non-profit corporation, whose address is ~~189 J.W. Drive #A, Carbondale, CO 81623~~ (hereinafter referred to as "Grantee").  
PO Box 2002, Rifle, CO 81650

WITNESSETH:

That Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with all its improvements and appurtenances, if any, situate, lying and being in the County of Eagle, described as follows:

The Grantor's sixty foot (60') access easement located in the southwest corner of Filing No. V of the Blue Lake Planned Unit Development adjacent to State Highway 82 as shown on the Blue Lake Planned Unit Development, Filing No. V Final Plat, recorded in the office of the Clerk and Recorder of Eagle County on March 15, 1994, in Book 634, at Page 839 as Reception No. 530894 (hereinafter referred to as the "Plat").

Reserving unto Grantor its sixty foot (60') utility easement located in the southwest corner of Filing No. V of the Blue Lake Planned Unit Development adjacent to State Highway 82 as shown on the Plat, and further reserving all other District easements shown on the Plat.

TO HAVE AND TO HOLD the same, together with all its appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behalf of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

MID VALLEY METROPOLITAN DISTRICT

By Theodore K. Guy  
Theodore K. Guy, President

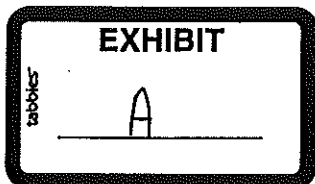
ATTEST

By Robert Clark  
Robert Clark, Secretary



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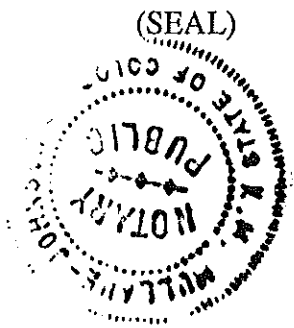


STATE OF COLORADO )  
COUNTY OF EAGLE ) ss.

Subscribed and sworn to before me this 26<sup>th</sup> day of November 2001, by Theodore K. Guy as President and Robert Clark as Secretary of the Mid Valley Metropolitan District.

My Commission expires:  
6-9-2002

Kim Mullane-Johnson  
Notary Public



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Sara J Fisher Eagle, CO

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R 70.00

D 0.00



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### GRANT OF ACCESS EASEMENT

THIS ACCESS EASEMENT is granted this 25<sup>th</sup> day of November, 2001 by and between and the BLUE LAKE OWNERS' ASSOCIATION, a Colorado non-profit corporation, whose address is ~~189 I.W. Drive #A, Carbondale, CO 81623~~ <sup>PO Box 26002, Eagle, CO 81650</sup> (hereinafter "Grantor"), and the MID VALLEY METROPOLITAN DISTRICT, a Colorado special district, whose address is 0031 Duroux Lane, Suite A, Basalt, Colorado 81621 (hereinafter referred to as "Grantee").

#### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its heirs and assigns forever, an access easement as legally described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances unto the Grantee, its heirs and assigns forever. And the Grantor, for itself, its heirs and personal representatives, does covenant, grant, bargain and agree to and with the Grantee, its heirs and assigns, that at the time of the ensembling and delivery of these presents is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey an access easement the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever which may interfere with the intended use of said access easement.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

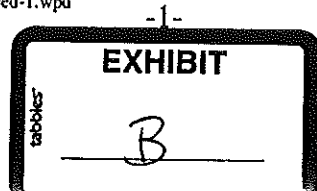
BLUE LAKE OWNERS' ASSOCIATION

By

David Parker, President

ATTEST:

Jodie Brandt  
Secretary



MID VALLEY METROPOLITAN DISTRICT

By Theodore K. Guy  
Theodore K. Guy, President

ATTEST:  
[Signature]  
Secretary

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Sara J Fisher Eagle, CO 174 R 70.00 D 0.00

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Acknowledged, subscribed, and sworn to before me this 25<sup>th</sup> day of November, 2001,  
by David Parker, as President, and by Jodie Brudt, as Secretary, on behalf of  
Blue Lake Owners' Association.

WITNESS my hand and official seal.

My Commission expires: 5-9-2002



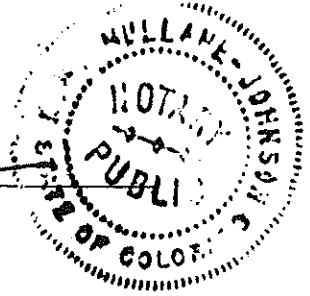
K.M. Mullane-Johnson  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

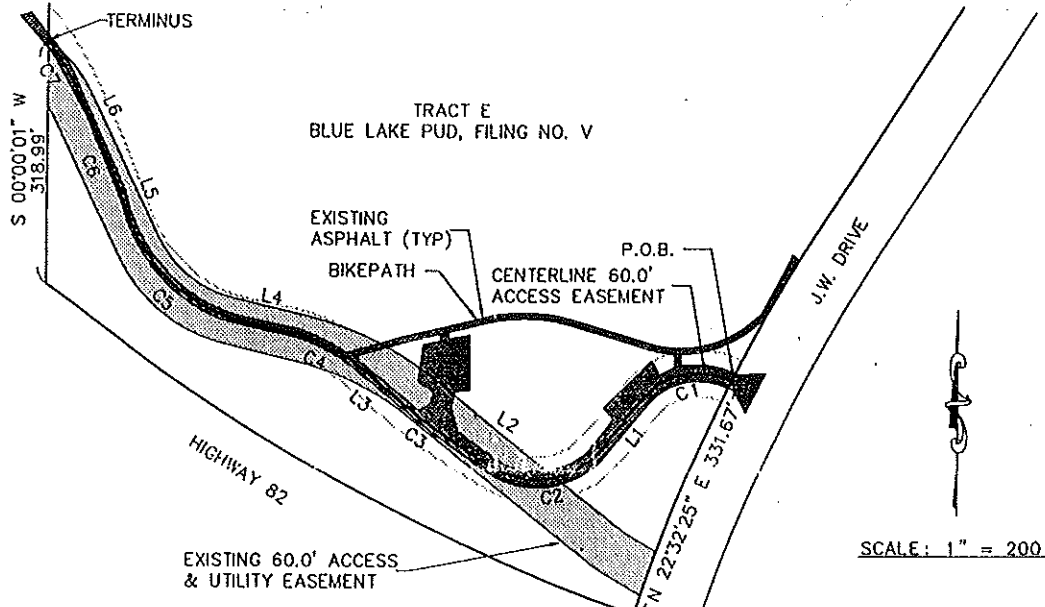
Acknowledged, subscribed, and sworn to before me this 26<sup>th</sup> day of November, 2001,  
by Theodore K. Guy, as President, and by Robert Clark, as Secretary, on behalf of the Mid  
Valley Metropolitan District.

WITNESS my hand and official seal.

My Commission expires: 5-9-2002



K.M. Mullane-Johnson  
Notary Public



CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	BEARING	CHORD
C1	99.24	77°20'30"	133.96'	79.42'	S 78°00'12" W	124.02'
C2	111.65	81°48'10"	159.41'	96.72'	S 80°14'02" W	146.21'
C3	879.80	9°00'24"	138.30'	69.29'	N 54°21'41" W	138.16'
C4	247.64	30°05'35"	130.07'	66.57'	N 64°54'16" W	128.58'
C5	217.63	59°38'20"	226.53'	124.73'	N 50°07'54" W	216.44'
C6	895.67	4°33'05"	71.15'	35.59'	N 22°35'16" W	71.13'
C7	382.93	12°40'10"	84.67'	42.51'	N 31°11'53" W	84.50'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 39°19'57" W	80.78
L2	N 58°51'53" W	36.67
L3	N 49°51'29" W	37.80
L4	N 79°57'04" W	36.91
L5	N 20°18'44" W	42.88
L6	N 24°51'48" W	57.97

**EASEMENT DESCRIPTION**

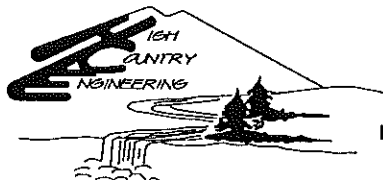
A 60.00 FOOT WIDE STRIP OF LAND SITUATED IN THE E1/2 OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 87 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO; SAID EASEMENT CROSSING TRACT E OF BLUE LAKE P.U.D., FILING NO. V AND LYING 30.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE N 27°37'41" W 1841.83 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF J.W. DRIVE, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID EASEMENT, THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THIRTEEN COURSES ALONG SAID CENTERLINE:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 99.24 FEET AND A CENTRAL ANGLE OF 77°20'30", A DISTANCE OF 133.96 FEET (CHORD BEARS S 78°00'12" W 124.02 FEET)
2. S 39°19'57" W 80.78 FEET
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 111.65 FEET AND A CENTRAL ANGLE OF 81°48'10", A DISTANCE OF 159.41 FEET (CHORD BEARS S 80°14'02" W 146.21 FEET)
4. N 58°51'53" W 36.67 FEET
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 879.80 FEET AND A CENTRAL ANGLE OF 09°00'24", A DISTANCE OF 138.30 FEET (CHORD BEARS N 54°21'41" W 138.16 FEET)
6. N 49°51'29" W 37.80 FEET
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 247.64 FEET AND A CENTRAL ANGLE OF 30°05'35", A DISTANCE OF 130.07 FEET (CHORD BEARS S 64°54'16" W 128.58 FEET)
8. N 79°57'04" W 36.91 FEET
9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 217.63 FEET AND A CENTRAL ANGLE OF 59°38'20", A DISTANCE OF 226.53 FEET (CHORD BEARS N 50°07'54" W 216.44 FEET)
10. N 20°18'44" W 42.88 FEET
11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 895.67 FEET AND A CENTRAL ANGLE OF 04°33'05", A DISTANCE OF 71.15 FEET (CHORD BEARS N 22°35'16" W 71.13 FEET)
12. S 24°51'48" W 57.97 FEET
13. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 382.93 FEET AND A CENTRAL ANGLE OF 12°40'10", A DISTANCE OF 84.67 FEET (CHORD BEARS N 31°11'53" W 84.50 FEET) TO A POINT ON THE WESTERLY

BOUNDARY OF BLUE LAKE P.U.D., FILING NO. V, THE TERMINUS, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 40°31'53" E 2727.55 FEET.

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 Sara J Fisher Eagle, CO  
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HIGH COUNTRY ENGINEERING, INC.  
 923 COOPER AVENUE  
 GLENWOOD SPRINGS, CO 81601  
 (970) 945-8678

DATE: \_\_\_\_\_ NOVEMBER \_\_\_\_\_

JOB NO.: 99631.06









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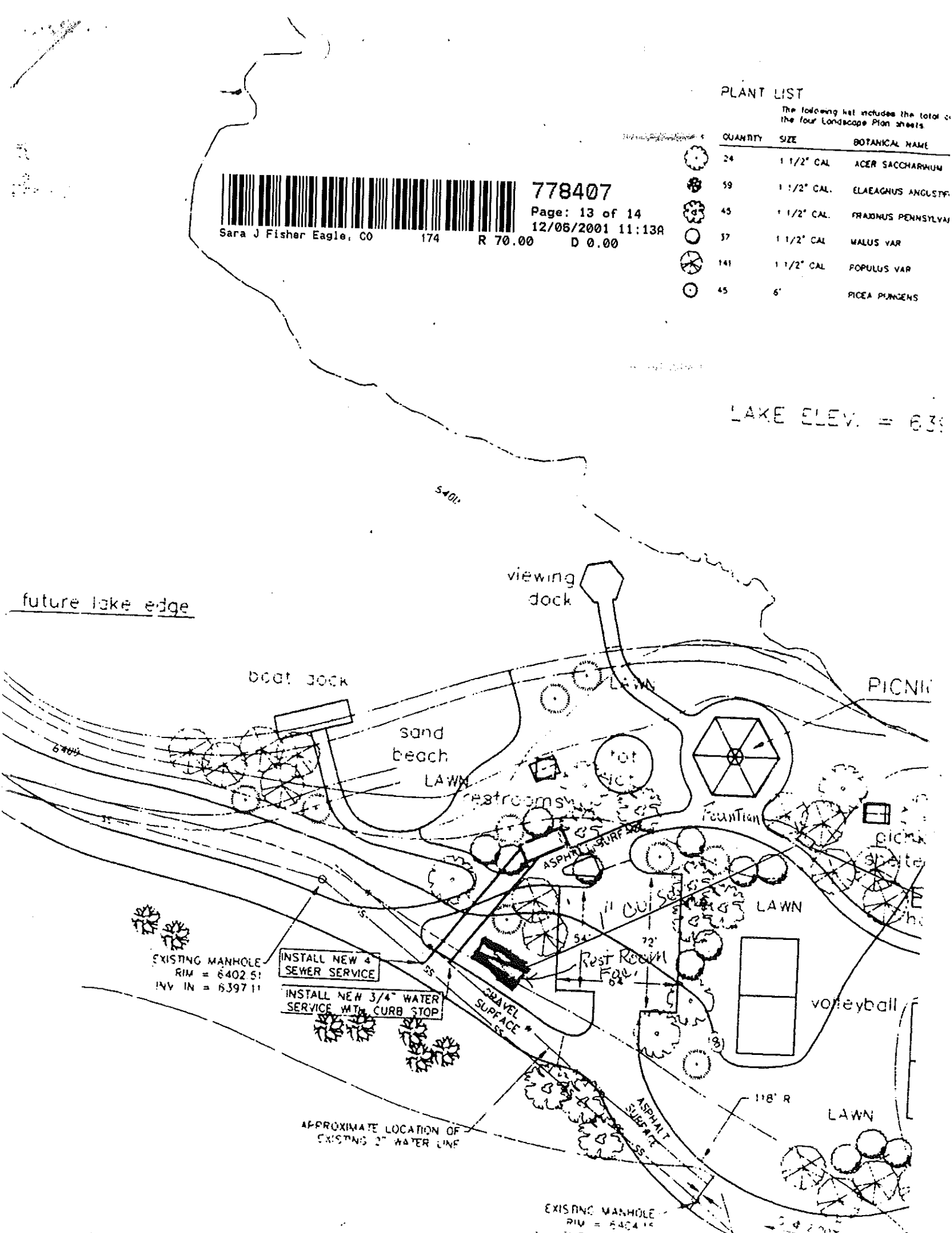
Sara J Fisher Eagle, CO 174 R 70.00 D 0.00

### PLANT LIST

The following list includes the total of the four Landscape Plan sheets.

QUANTITY	SIZE	BOTANICAL NAME
24	1 1/2" CAL	ACER SACCHARINUM
59	1 1/2" CAL	ELAEAGNUS ANGUSTIF.
45	1 1/2" CAL	FRAXINUS PENNSYLVAN
37	1 1/2" CAL	MALUS VAR
141	1 1/2" CAL	POPULUS VAR
45	6"	PICEA PUMGENS

LAKE ELEV. = 639



list of all plants shown on

COMMON NAME

SILVER MAPLE

RUSSIAN OLIVE

GREEN ASH

CRABAPPLE

COTTONWOOD

COLORADO BLUE SPRUCE



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Sara J Fisher Eagle, CO

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R 70.00

D 0.00

2.00

PEDESTRIAN, BIKE PATH  
SEE DETAIL SHT. 26

PAVILION

existing lake edge

ASPHALT SURFACE

J. W. DRIVE

6410

NEW 4" DIP

EX. 4" DIP  
EX. 5" DIP

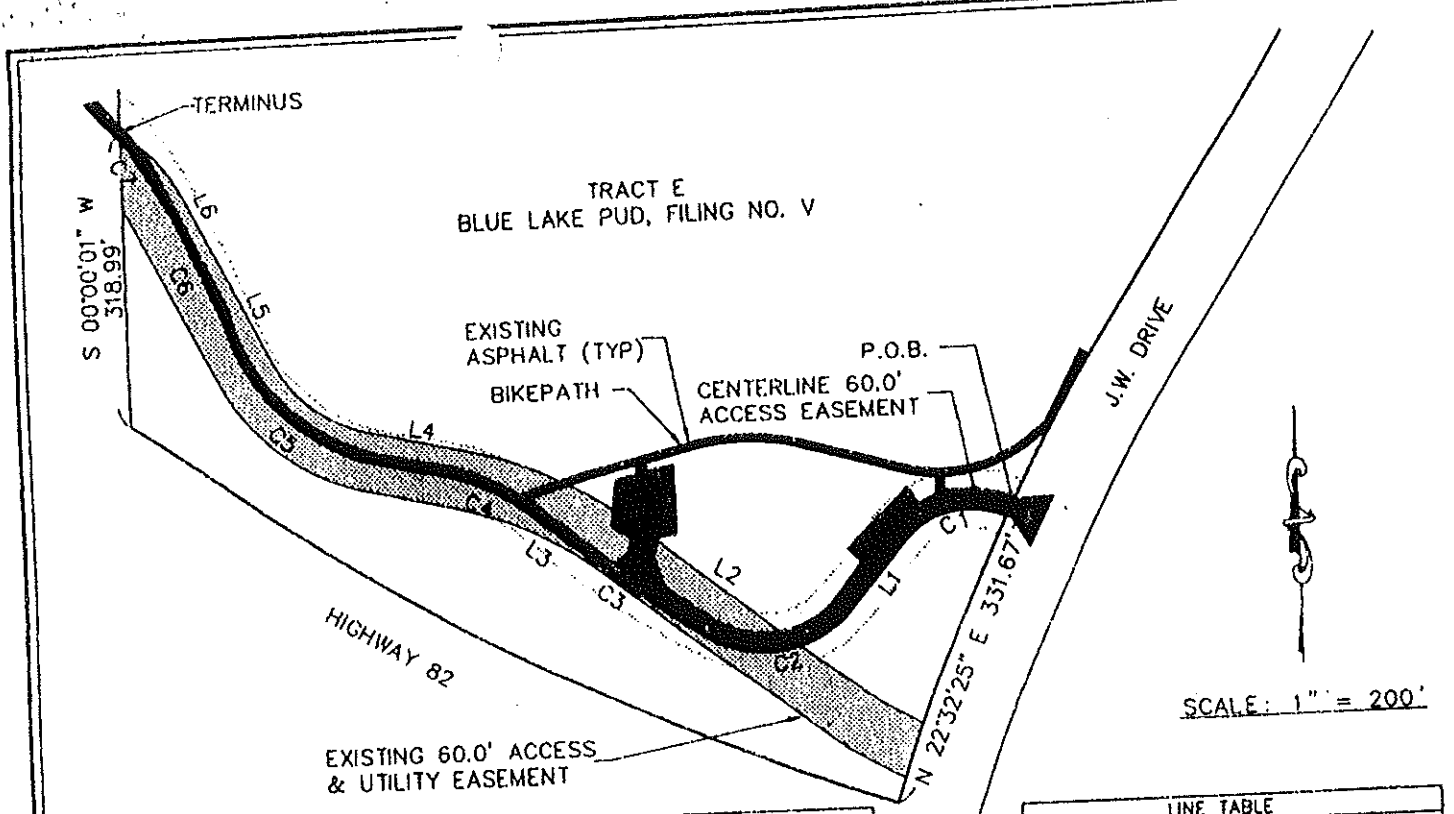


Util Sketch.

Prepared by High Country Eng

Blue Lake U.

and M. J. Costa



CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	BEARING	CHORD
C1	99.24	77°20'30"	133.96'	79.42'	S 78°00'12" W	124.02'
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C7	382.93	12°40'10"	84.67'	42.51'	N 31°11'53" W	84.50'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 39°19'57" W	80.78
L2	N 58°51'53" W	36.67
L3	N 49°51'29" W	37.80
L4	N 79°57'04" W	36.91
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**EASEMENT DESCRIPTION**

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  4. N 58°51'53" W 36.67 FEET
  5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 879.80 FEET AND A CENTRAL ANGLE OF 09°00'24", A DISTANCE OF 138.30 FEET (CHORD BEARS N 54°21'41" W 138.16 FEET)
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  7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 247.64 FEET AND A CENTRAL ANGLE OF 30°05'35", A DISTANCE OF 130.07 FEET (CHORD BEARS S 64°54'16" W 128.58 FEET)
  8. N 79°57'04" W 36.91 FEET
  9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 217.63 FEET AND A CENTRAL ANGLE OF 59°38'20", A DISTANCE OF 226.53 FEET (CHORD BEARS N 50°07'54" W 216.44 FEET)
  10. N 20°18'44" W 42.88 FEET
  11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 895.67 FEET AND A CENTRAL ANGLE OF 04°33'05" A DISTANCE OF 71.15 FEET (CHORD BEARS N 22°35'16" W 71.13 FEET)
  12. S 24°51'48" W 57.97 FEET

