

Filed for record the 16th day of February, A.D. 1989 at 3:45 P.M. Joanne M. Reitinge Recorder
Gunnison, CO
Reception No. 412573 EASEMENT AGREEMENT
Deputy

THIS EASEMENT AGREEMENT made and entered into this _____ day of JAN. 27, ¹⁹⁸⁹ ~~1988~~ between RICHARD RITENOUR (hereinafter "Grantor") and David A. Baxter and Fred Fair (hereinafter collectively "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of Lot(s) 12 & 13, Crested Butte Highlands Partnership, County of Gunnison, State of Colorado and part owner of the roads in Crested Butte Highlands Partnership Subdivision, County of Gunnison, State of Colorado (the servient estate); and

WHEREAS, Grantee is the owner of the property described on Exhibit "B" attached hereto, Gunnison County, Colorado (the dominant estate); and

WHEREAS, there is presently constructed a road existing and in place across the above-referenced subdivision as shown on Exhibit "A" attached hereto; and

WHEREAS, the parties hereto desire to reduce to writing their agreement regarding the use of such road;

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby quit claims and grants to the Grantee a perpetual, non-exclusive road and underground easement for utilities across the shaded portion of the existing road as platted and recorded as Reception No. 318186 of the records of the Clerk and Recorder of Gunnison County, State of Colorado. This easement is granted for vehicular access and utility purposes to the dominant estate

described on Exhibit "B", use and maintenance thereof, and for no other purpose. A true and correct copy of said subdivision plat is attached hereto as Exhibit "A" and the easement herein granted shall apply only to the shaded portion of the road commencing at "Gloria Place" of Crested Butte South, 4th Filing, and continuing to the border of the dominant estate.

2. Use and Maintenance. In the event any excavation or disturbance to the property is necessary to install utilities or to maintain same, the Grantee shall immediately restore the property to its then current condition at Grantee's sole cost and expense. It is understood by the Grantor that the Grantee intends to develop the dominant estate into individual lots and that this easement will inure to the benefit of all future owners of the dominant estate.

3. Miscellaneous.

3.1 Enforcement. Enforcement of this agreement shall be an action at law or equity. In any legal dispute concerning this agreement and the parties hereto, or their heirs or assigns, which dispute results in a lawsuit, the prevailing party shall be entitled to reasonable attorney's fees.

3.2 Severability. Invalidation of any part of this agreement by judgment or court order shall in no way affect any of the other provisions of this agreement which shall remain in full force and effect.

3.3 Paragraph Headings. The paragraph headings included herein are for purposes of convenience only and are not to be used in the construction or interpretation of this agreement.

3.4 Effective Date and Termination Date. This agreement shall be of full force and effect upon execution by all of the parties hereto. The term of this agreement shall be perpetual or until such time as terminated by mutual consent of the

parties. If any provision of this agreement is deemed to violate the rule against perpetuities then the term of this agreement shall be the lives in being of the parties hereto plus twenty-one years.

3.5 Binding Effect. The terms hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

GRANTOR:

Richard Ritenour

Richard Ritenour,
individually and as Trustee
of the Ritenour Trust

GRANTEE:

*David A. Baxter by
John Thomas Kelly his attorney in fact*
DAVID A. BAXTER
*Fred Fair by John Thomas Kelly
his attorney in fact*
FRED FAIR

STATE OF Colorado)

: ss.

COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 27th day of January, 1989, ~~1988~~ by Richard Ritenour, individually and as Trustee of the Ritenour Trust.

Witness my hand and official seal.
My commission expires: September 21, 1991.



Christie A. Harrison
Notary Public

STATE OF COLORADO)

: ss.

COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this 15th day of February, 1989 by David A. Baxter and Fred Fair.

Witness my hand and official seal.
My commission expires: 8-28-89

*John Thomas Kelly as
attorney in fact for*

Kenneth S. Adams
Notary Public

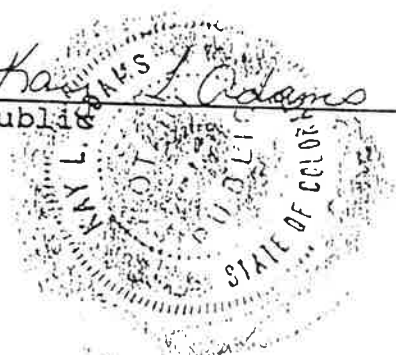


EXHIBIT B TO CRESTED BUTTE HIGHLANDS/BAXTER-FAIR EASEMENT AGREEMENT

Legal Description:

Township 14 South, Range 85 West, 6th P.M.

Section 22: N $\frac{1}{4}$ N $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$,
NE $\frac{1}{4}$ SW $\frac{1}{4}$,

EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 22, being a portion of the parcel of land described in deed recorded in Book 249 at page 301, Gunnison County Records, which lies South and East of the following described line, to wit: Beginning at a point on the summit of the ridge running Southwest of Point Lookout and North of the Cement Creek Ranger Station, the relative position of the NE Corner of said Section 22, whence the SE Corner of said section bears South 5280 feet; thence following said ridge South 65°36' West, 94 feet; thence following said ridge, South 38°04' West, 1354 feet; thence following said ridge South 17°12' West, 225 feet to a point on the South line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 332 feet East of the center of the NE $\frac{1}{4}$ of said Section 22;

ALSO EXCEPTING THEREFROM a second tract of land located in the southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, being a tract 208.6 feet square whose south and west lines are the same as the south and west lines of said quarter section,

County of Gunnison,
State of Colorado.