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LANDSCAPE EASEMENT AGREEMENT

THIS AGREEMENT is made as of the 8th day of June, 1994, by and between Huntington Pines Homeowner's Association, a Colorado nonprofit corporation ("Pines") and Saxony Homeowners Association, a Colorado non-profit corporation ("SHOA").

RECITALS

A. Pines is the owner of a certain parcel of real property legally described as:

"Tract F, Huntington Pines, County of Arapahoe, State of Colorado" (hereinafter, "Tract F").

- B. Tract F is a rectangular parcel, approximately 30.4^{\prime} x 315^{\prime} in dimensions, the short side of which abuts the remainder of Huntington Pines Subdivision and the long side of which abuts Saxony Subdivision.
- C. There presently exists a fence between Huntington Pines Subdivision and the Saxony Subdivision (the "Boundary Fence") which may or may not lie exactly on the mutual boundary line throughout its course.
- D. Pursuant to an Agreement among Diversified Management and Development, Inc., a Colorado corporation and developer of the Saxony Subdivision ("DM&D"), Pines, and Hampden Run, L.P., dated as of September 3, 1993, (the "Agreement") upon completion of certain construction and other matters, Pines was to grant an easement to DM&D relating to Tract F.
- E. DM&D has assigned its easements, rights and obligations under the Agreement to SHOA and Hampden Run, L.P. has assigned its rights and obligations under the Agreement to Pines.
- F. The requirements and obligations of DM&D under the Agreement have been completed and Pines desires to fulfill its obligation to DM&D and its successors regarding said easement.
- G. The parties further wish to memorialize certain other agreements made between them.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants set forth herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Pines hereby grants to SHOA a non-exclusive, irrevocable easement over, on, under and across Tract F for the purpose of installing and maintaining landscaping, at the sole cost and expense of SHOA, on said Tract F.
- 2. SHOA agrees to, at its sole cost and expense, perpetually maintain any and all landscaping and landscaping materials placed on Tract F or any other properties owned by Pines or SHOA south of the Boundary Fence.
- 3. Pines agrees to, at its sole cost and expense, maintain any and all landscaping and landscaping materials placed on any properties owned by Pines or SHOA north of the Boundary Fence.
- 4. In the event the Boundary Fence needs to be replaced, the parties hereto agree to share equally in the cost of such replacement fence.
- 5. This Agreement shall inure to and be binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

and assigns.									
AGREED written.	TO AND	EXECUTED	as of	the	day	and	year	first	above
HUNTINGTON PINES HOMEOWNERS ASSOCIATION, a Colorado non profest corporation									
By:	J. Suid				_				
SAXONY HOMEOWNERS ASSOCIATION,									
a Colorado non-profit corporation									
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STATE OF COLORADO }									
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