

SPRING, PIPELINE, AND ACCESS EASEMENT AGREEMENT

James S. Wilson, III and Retta M. Wilson ("Wilson") and Irvin E. Bartling and Patricia A. Bartling ("Bartling") agree as follows:

1. First Recital. Wilson is the owner of the property referred to as the WILSON TRACT A and the WILSON TRACT B (collectively, the "Wilson Property"), as described on the plat of the Dickerson Ranch MLD No. 99-S-1462, Recorded at Reception No. 0099097540, Larimer County, Colorado Real Estate Records (the "Plat").

2. Second Recital. Bartling is the owner of the property referred to as the BARTLING TRACT A and the BARTLING TRACT B (collectively, the "Bartling Property"), as described on the Plat.

3. Third Recital. A spring (the "Spring") is currently located on Bartling Tract A and the parties intend that the spring may be utilized by the current and future owners of Bartling Tract A, Bartling Tract B, Wilson Tract A and Wilson Tract B (collectively, the "Tracts").

4. Spring, Water Lines and Access. For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby grant to one another the following non-exclusive perpetual easements on, across, over and under each of the Tracts for the benefit of Wilson Tract A, Wilson Tract B, Bartling Tract A, and Bartling Tract B:

- a. Each owner of Wilson Tract A, Wilson Tract B, Bartling Tract A and Bartling Tract B shall at all times hereafter have the right to reasonable vehicular and pedestrian access to and from the Spring and Pipelines (hereinafter defined) across the other Tracts described herein for the purpose of constructing and maintaining improvements to the Spring and for the purpose of constructing and maintaining existing and future underground pipelines from the Spring ("Pipelines") to that owner's Tract.
- b. The right to construct, maintain and install reasonable improvements, underground Pipelines, and pumps as may be reasonably necessary to enhance water flow or carry water from the Spring to each of the Tracts described herein.
- c. The right to use water from the Spring in the following amounts:
 - i. 25% of all water from the Spring shall be allocable to Bartling Tract A.
 - ii. 25% of all water from the Spring shall be allocable to Bartling Tract B.
 - iii. 25% of all water from the Spring shall be allocable to Wilson Tract A.
 - iv. 25% of all water from the Spring shall be allocable to Wilson Tract B.

✓ *Attn: Undersigned Witness* 1

5. Cost Sharing. Any reasonable expenses associated with the maintenance of the Spring shall be borne in proportion of the following:

- a. 25% of maintenance expenses shall be attributed to the owner of Bartling Tract A.
- b. 25% of maintenance expenses shall be attributed to the owner of Bartling Tract B.
- c. 25% of maintenance expenses shall be attributed to the owner of Wilson Tract A.
- d. 25% of maintenance expenses shall be attributed to the owner of Wilson Tract B.

With respect to any Pipelines from the Spring which benefit the Tracts described herein, the costs of maintaining such Pipelines shall be borne as follows:

- a. With respect to that portion of any Pipeline which serves as a common Pipeline for two or more properties, the owners of the Tracts benefiting from the common Pipeline shall equally pay all costs of maintaining the common portions of the Pipeline.
- b. With respect to that portion of any Pipeline which serves only one Tract, the owner of the benefiting Tract shall be responsible for all maintenance costs with respect to that portion of the Pipeline. By way of example, a common Pipeline may be extended from the Spring, South to a portion of Wilson Tract B. Thereafter, the Pipeline may "fork" to provide individual service to Wilson Tract B and Bartling Tract B. The owners of Wilson Tract B and Bartling Tract B shall share equally any maintenance expenses associated with that portion of the common Pipeline to the fork. Maintenance costs related to the Pipeline after the fork shall be paid by the Tract owner benefiting from the remainder of the particular Pipeline.

6. No Unreasonable Interference. The parties will use reasonable efforts to agree on the location of reasonably convenient access routes and the location of future underground Pipelines across their respective Tracts, and the future use, maintenance and construction of the same will be conducted in such a manner as does not unreasonable interfere with the servient estate on which the Spring, access routes, and Pipelines are located.

7. Construction and Maintenance of Added Improvements. If one party desires to install a pump at the Spring without the consent of any other party, all costs associated with the pump shall be borne by the installing party.

8. Binding Effect. The easements granted herein and the provisions of this Agreement shall be construed as covenants running with each of the Tracts and will be binding on and inure to the benefit of Bartling and Wilson, and their respective heirs, personal representatives, successors, transferees and assigns.

Dated this 7th day of December, 1999.


James S. Wilson, III

