

EASEMENT

HERITAGE TITLE

THIS EASEMENT, made this 30th day of JANUARY, 1992, between John C. Ley and Vicki R. Ley, joint tenants, of the County of El Paso and State of Colorado, hereinafter known as First Parties, and owners of Lot 13 in Block 4 in Erindale Subdivision, Filing No. 6, El Paso County, Colorado, and James B. Wilde and Dawn J. Wilde, joint tenants, of the County of El Paso, State of Colorado, hereinafter known as Second Parties, and owners of Lot 14 in Block 4 in Erindale Subdivision, Filing No. 6, El Paso County, Colorado;

WITNESSETH, that the said First Parties and Second Parties for and in the consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged by the Parties, First Parties and Second Parties, do hereby grant, bargain, sell and convey, each to the other Parties herein an easement and right of use as follows:

A perpetual easement for a common driveway and for installation of underground utility lines, created over, under and through a strip of land varying in width from ten feet to sixteen feet wide running North from the joinder of each party's separate driveways along the common boundary line to the public street between Lot 13 and Lot 14 in Block 4 in Erindale Subdivision, Filing No. 6, El Paso County, Colorado.

This perpetual easement which shall run with each lot and title thereto, and be binding on the First and Second Parties, their heirs, personal representatives, transferees, assigns and any person who shall hereafter acquire title to subject properties.

The parties agree further, as part of the consideration of the conveyance, that the parties shall jointly construct and maintain the common driveway area in such a manner that neither party shall in any way hinder or prevent the proper and reasonable use and enjoyment of access on the driveway through which the easement is hereby granted. The parties agree that they shall share equally all costs of construction, maintenance and repair of the common driveway area. Those portions of the driveway which are designed for the sole use of either the First or Second Parties shall be constructed, maintained and repaired at the sole and exclusive expense of the party using that portion of the driveway. Each party shall pay their own respective costs for any repairs of the driveway caused by the installation, repair or maintenance of utility lines running under the driveway to their respective Lots. Each party shall pay any and all costs of repair and/or damages which may be caused to the other party by the construction, maintenance or repair of their respective utility lines. Such repairs shall be completed to the same or better condition of the driveway and utility lines as the same shall have existed prior to commencement of repairs. The Parties agree to equally share the costs of decorative improvements and

landscaping for the common areas of the driveway and the areas adjacent thereto upon mutual agreement as to the improvements to be completed.

IN WITNESS WHEREOF, we have set hereto our hands this 4th day of February, 1992.

FIRST PARTIES:

SECOND PARTIES:

John C. Ley
John C. Ley

James B. Wilde
James B. Wilde

Vicki R. Ley
Vicki R. Ley

Dawn J. Wilde
Dawn J. Wilde

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 4th day of February, 1992, by John C. Ley, Vicki R. Ley, ~~James B. Wilde~~ and Dawn J. Wilde.

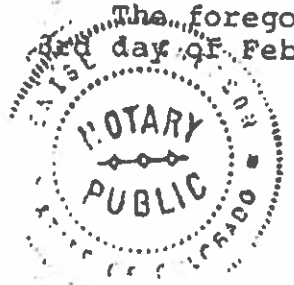


Linda J. Yarbrough
Notary Public
Address: 5360 N Academy Blvd
1010 Spx CO 80916

My commission expires: 4/20/93

STATE OF COLORADO)
) ss:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 4th day of February, 1992 by James B. Wilde.



Denise Clever
Notary Public
3333 S. Wadsworth
Lakewood, CO 80227
My commission expires: 5/1/94