

COMMON DRIVEWAY EASEMENT AGREEMENT

THIS COMMON DRIVEWAY EASEMENT AGREEMENT, made this the _____ day of _____, 2007, by and between Buck II, LLLP, a Colorado Limited Liability Limited Partnership, Giuliano and Father Construction, Inc., a Colorado Corporation, and John T. Guiliano and their heirs, personal representatives, assigns, and successors in interest ("First Owner") and Buck II, LLLP, a Colorado Limited Liability Limited Partnership, Giuliano and Father Construction, Inc., a Colorado Corporation and John T. Guiliano, and their heirs, personal representatives, assigns, and successors in interest ("Second Owner").

1. BACKGROUND INFORMATION AND DESCRIPTION OF EASEMENT:

1.1. The First Owner is the owner of real property described as:

Lot _____, Block _____, Giuliano First Subdivision of the City of Loveland, County of Larimer, State of Colorado

Also known as _____, Loveland, Colorado, and *hereinafter* referred to as "Lot X".

1.2. The Second Owner is the owner of real property described as:

Lot _____, Block _____, of the Giuliano First Subdivision, City of Loveland, County of Larimer, State of Colorado

Also known as _____, Loveland, Colorado, and *hereinafter* referred to as "Lot Y".

1.3 Lot X and Lot Y share a common boundary. Vehicular access to the garage areas of the dwellings constructed, or to be constructed, on Lot X and Lot Y is or will be a common driveway (the "Common Driveway"). There shall be an access easement for the Common Driveway, described as follows and subject to the terms of this agreement:

1.3.1 A 10' wide access easement, extending 5' from either side of the common boundary between Lot X and Lot Y; commencing from the point formed by the public right of way immediately adjacent to Lot X and Lot Y and the common boundary between Lot X and Lot Y to a point on the common boundary between Lot X and Lot Y 3' beyond the intersection of a parallel line along the foundation of the dwelling structure (whether located on Lot X or Lot Y) nearest the rear lot line opposite the public right of way.

1.3.2 In addition to the 10' wide access easement described in section 1.3.1, there shall also be a 18' wide access easement, extending 9' from either side of the common boundary line between Lot X and Lot Y; commencing from the point on the common boundary between Lot X and Lot Y 3'

beyond the intersection of a parallel line along the foundation of the dwelling structure (whether located on Lot X or Lot Y) nearest the rear lot line opposite the public right of way, and extending 38' toward the public right of way.

1.3.3 In addition to the 10' wide access easement (section 1.3.1) and the 18' wide access easement (section 1.3.2) there shall also be an access easement equal to the width of the garage on Lot X and Lot Y, respectively, extending to the common boundary between Lot X and Lot Y.

1.3.4 It is the intent of this agreement that the entire concrete pad and driveway area is subject to this agreement. Attached as Exhibit A is an example of the Common Driveway easement area, which is depicted with cross-hatching. Exhibit A is for illustrative purposes only. The actual relative location and dimensions of dwelling structures, driveways, other improvements, and the Common Driveway easement will vary depending on lot size and the actual dimensions and locations of improvements on any given lot.

2. CONSIDERATION AND CREATION OF COMMON DRIVEWAY EASEMENT: For the mutual covenants and agreements exchanged between the parties hereto and for other for good and valuable consideration, receipt and sufficiency of which are hereby confessed and acknowledged, the parties hereby sell, convey and quit claim unto each other a perpetual easement for ingress and egress through the Common Driveway. First Owner hereby establishes and creates for the benefit of Second Owner and Second Owner's heirs, successors, assigns and personal representatives a mutual, reciprocal and non-exclusive easement to use the Common Driveway for ingress and egress to and from Lot Y. Second Owner hereby establishes and creates for the benefit of First Owner and First Owner's heirs, successors, assigns and personal representatives a mutual, reciprocal and non-exclusive easement to use the Common Driveway for ingress and egress to and from Lot X. This reciprocal easement shall be an easement appurtenant to the First Owner's and Second Owner's property described above (Lot X and Lot Y, respectively), and shall inure to the benefit of the First Owner's and Second Owner's respective grantees, heirs, successors, assigns and personal representatives, subject to the conditions set forth herein.

3. SCOPE OF USE—PROHIBITION ON PARKING IN OR OBSTRUCTING THE COMMON DRIVEWAY EASEMENT. The easement granted herein shall be limited to ingress and egress, and the scope of use shall be limited to vehicular and pedestrian traffic associated with single family residential use to the extent permitted by the Declaration of Covenants, Conditions, Restrictions and Easements for the Enchantment Ridge Homeowners' Association recorded at reception number 2005-0021282 in the records of the Larimer County Clerk and Recorder (the "Enchantment Ridge Covenants") and the Declaration of Covenants, Conditions, Restrictions and Easements for the Cottage Sub-Association at Enchantment Ridge at reception number _____ in the records of the Larimer County Clerk and Recorder ("Cottage Sub-Association Covenants"). Neither party shall park any vehicle, nor

allow any object, personal property, or any other thing to remain on or obstruct the Common Driveway. The parties to this agreement may seek immediate injunctive relief from a court of competent jurisdiction in Larimer County, Colorado to enforce this agreement. The parties may have vehicles blocking access towed by a licensed towing operator as provided in C.R.S. § 42-4-201 *et seq.* and the Loveland Municipal Code. The parties may also exercise those remedies permitted by the Enchantment Ridge Covenants and the Cottage Sub-Association Covenants.

4. USE AND MAINTENANCE OF THE COMMON DRIVEWAY EASEMENT. The First Owner shall be responsible for maintaining that portion of the easement located on the First Owner's property (Lot X), including repair, maintenance, and snow removal. The Second Owner shall be responsible for maintaining that portion of the easement located on the First Owner's property (Lot Y), including repair, maintenance, and snow removal. Nothing in this paragraph shall be construed to prevent the First Owner and the Second Owner from agreeing to share the costs or labor of maintaining the Common Driveway as required in this agreement.

5. SNOW REMOVAL. The First Owner shall remove any snow accumulation equal to or greater than 1" in that area where the Common Driveway is on the First Owner's lot (Lot X) within 24 hours. The Second Owner shall remove any snow accumulation equal to or greater than 1" in that area where the Common Driveway is on the Second Owner's lot (Lot Y) within 24 hours. Nothing in this paragraph shall be construed to prevent: (1) the First Owner and Second Owner from agreeing to share the cost or labor required for snow removal over the entire Common Driveway Easement or (2) either the First Owner or Second owner from voluntarily removing snow from the entire Common Driveway easement area. Snow removed from the portion of Common Driveway Easement on the First Owner's lot (Lot X) shall be deposited only on Lot X and shall not be deposited anywhere on the Second Owner's lot (Lot Y). Snow removed from the portion of Common Driveway Easement on the Second Owner's lot (Lot Y) shall be deposited only on Lot Y and shall not be deposited anywhere on the First Owner's lot (Lot X).

6. TERMINATION AND AMENDMENT. This Common Driveway Easement Agreement shall not be terminated or amended except by the express written agreement of the First Owner and Second Owner as defined in this agreement, approved in writing by the Board of Directors of the Cottage Sub-Association at Enchantment Ridge, and duly recorded in the records of the Larimer County Clerk and Recorder.

7. NO WARRANTY OF TITLE. This easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting the parties' property.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed and Agreement this the day and year first above written.

Buck 2nd, LLLP, a Colorado Limited Liability Limited Partnership, by J&P Enterprises, Inc., a Colorado Corporation, General Partner of Buck 2nd, LLLP

County of Larimer)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by John T. Giuliano, Owner.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT 'A'

