

EASEMENT DEED AND AGREEMENT

Windmill Creek Reserve Patio Home Association, Inc., a Colorado nonprofit corporation, whose legal address is 2620 S. Parker Road, Suite 105, Aurora, Colorado 80014 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant to The Valley Country Club, a Colorado nonprofit corporation, whose legal address is 14601 Country Club Drive, Aurora, Colorado 80016 ("Grantee") and Grantee's members, guests, invitees, successors, and personal representatives, a perpetual easement ("Easement") for the unobstructed and perpetual use, over and across Tract F of Grantor's real property in, Arapahoe County, Colorado, as more particularly described in the legal description of Tract F as set forth on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof.

The Easement shall be an easement appurtenant to Grantee's Property, and shall inure to the benefit of Grantee's Members, guests, invitees, successors and assigns, subject to the conditions set forth herein.

Grantee, at Grantee's expense, has constructed irrigation, tee box, and landscaping improvements which partially encroach upon Grantor's Tract F. Grantee, at Grantee's expense, and shall have the right to operate, use, maintain and repair any and all such existing improvements on the Easement as of the date of this Easement, and shall have the right to construct and install such other improvements on the Easement as Grantee shall deem necessary upon the prior written consent of the Grantor.

Grantee agrees to maintain the Easement by watering, within the limits of the existing irrigation system and its historical watering area and schedule, and mowing. All costs associated with Grantee's use of the Easement, including the agreed maintenance, and any additional construction, installation, repair, and other maintenance on the Easement shall be borne by Grantee. Grantee agrees to have the Easement included under coverage provided by its liability insurance policy and list Grantor as an additional insured for all such liability coverage. Grantee shall and does hereby indemnify and save Grantor harmless from all claims for damages or liens arising from the operation, use, construction, repair, and maintenance by Grantee, its Members, guests, employees and contractors on or over the Easement.

Grantee's use of the Easement shall not be exclusive, and Grantor and Grantor's successors, assigns, guests and invitees shall have an equal right to the use of the Easement, but without interference with Grantee's use thereof, and subject to the proviso that any increased costs of repair and maintenance caused by such use by Grantor shall be borne by Grantor. Grantor agrees to have the Easement included under coverage provided by its liability insurance policy. Grantor shall and does hereby indemnify and save Grantee harmless from all claims for damages or liens arising from the operation, use, construction, repair, and maintenance by Grantor, its Owners, guests, employees and contractors on or over the Easement.

STATE OF COLORADO

COUNTY OF ARAPAHOE

Doyle) ss.

The foregoing instrument was acknowledged before me this 21st day of June, 2010, by Sue Schield.

Witness my hand and official seal.

My commission expires: 3/8/2011.



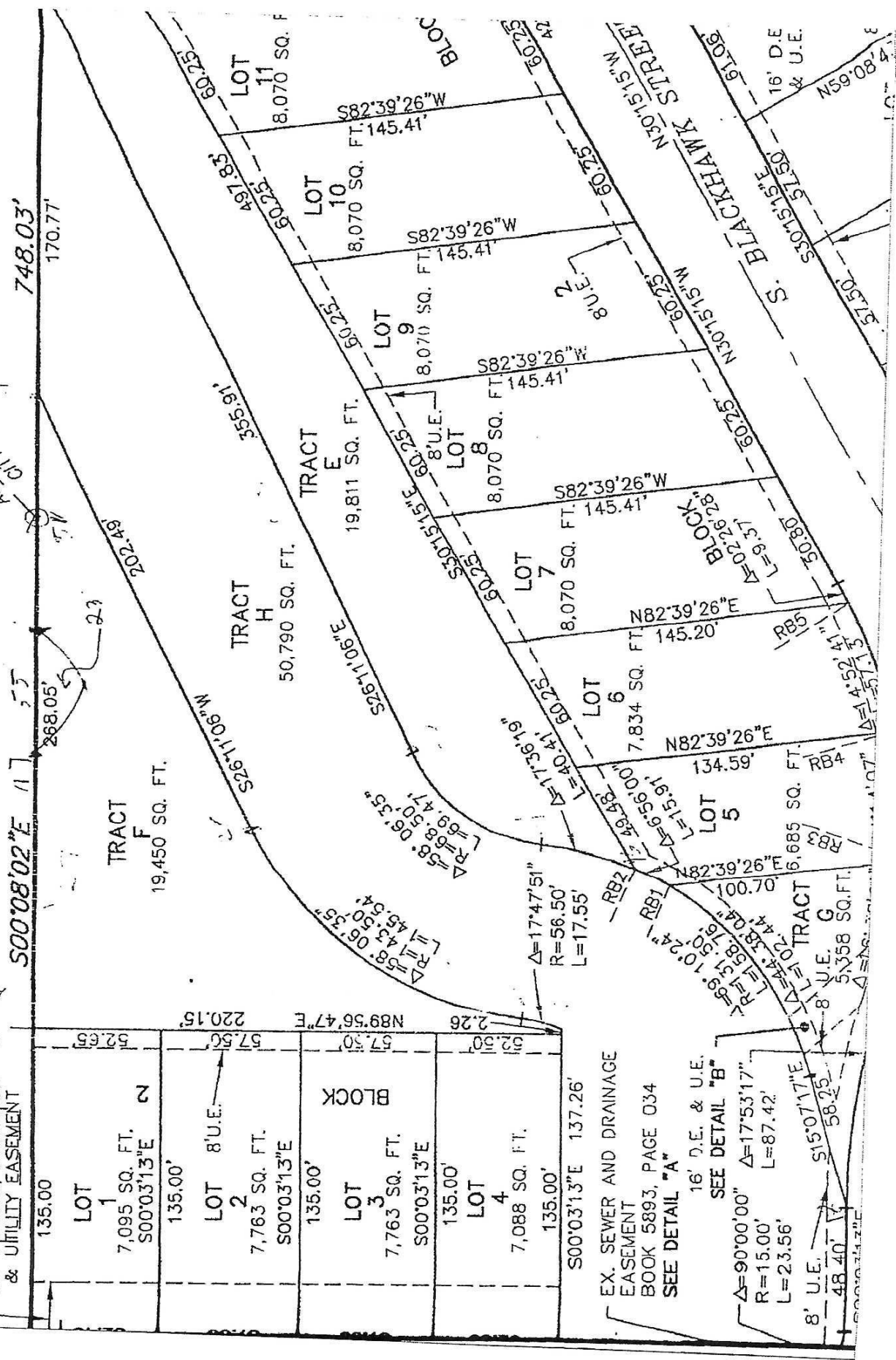
Sue Schield
Notary Public

Exhibit A

TRACT F BLK 2 WINDMILL RESERVE SUB 1ST FLG, COUNTY OF ARAPAHOE, STATE
OF COLORADO SPECIFICALLY SHOWN ON THE ATTACHED PLAT MAP:

FILING NO. 1
 BOOK 115,
 PAGES 64-65
 TRACT LOT 32
 'A' BLOCK 1
 30' ACCESS, DRAINAGE
 & UTILITY EASEMENT

UNPLATTED



EX. SEWER AND DRAINAGE
 EASEMENT
 BOOK 5893, PAGE 034
 SEE DETAIL "A"

16' D.E. & U.E.
 SEE DETAIL "B"
 $\Delta=90'00''$ $\Delta=17'53'17''$
 $R=15.00'$ $L=87.42'$
 $L=23.56'$

8' U.E.
 $\Delta=15'07'17''$
 $L=58.25'$

UNINCORPORATED
 ARAPAHOE COUNTY
 CITY OF AURORA

ARAPAHOE CO.
 CITY OF AURORA