

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held at the Courthouse Plaza Building in Glenwood Springs on Monday, the 27th day of March 2006 there were present:

John Martin , Commissioner Chairman
Larry McCown , Commissioner
Tresi Houpt , Commissioner
Ed Green , County Administrator
 , County Attorney
Mildred Alsdorf , Clerk to the Board

When the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. 06- 50

**RESOLUTION ACCEPTING PUBLIC RIGHTS-OF-WAY IN
BATTLEMENT MESA P.U.D. AS COUNTY ROADS - SIPPRELLE DRIVE
AND SPENCER PARKWAY**

WHEREAS, Garfield County is a legal and political subdivision of the State of Colorado for which the Board of County Commissioners of Garfield County ("BOCC") is authorized to act; and

WHEREAS, the above identified roads have been dedicated as public rights-of-way and accepted as such by the BOCC, without maintenance responsibility; and have not been accepted by the BOCC as county roads within the county road system; and their status as "public", but not "county" roads is inconsistent with other major public rights-of-way in Battlement Mesa P.U.D.; and

WHEREAS, the BOCC, as well as Battlement Mesa Service Association, Battlement Mesa Metropolitan District, Consolidated Metro District and owners of property within Battlement Mesa P.U.D., including without limitation Battlement Mesa Partners, wish to clarify the status of Sipprelle Drive and Spencer Parkway and maintenance responsibilities for the full right-of-way of each road.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY AS FOLLOWS:

1. The BOCC herein accepts as a county road the full right-of-way for Spencer Parkway, legally defined on plats 1 and 2 of the "Final Plat Spencer Parkway and Sipprelle Drive," filed of record as Reception No. 541093 on March 2, 1999, in Book 1117, at Page 363 ("Final Plat").

2. The BOCC herein accepts as a county road the full right-of-way of Sipprelle Drive, legally described on plats 1 and 3 of the Final Plat.

3. Sipprelle Drive and Spencer Parkway ("two (2) roads") are hereby accepted into the County highway system authorized under the State, County and Municipal Highway Act, Section 43-2-101, et seq., C.R.S., as amended.

4. The BOCC has entered into certain agreements regarding, among other things, maintenance of the right-of-way outside of the traveled surface of the two (2) roads, by way of a separate document entitled "Sipprelle Road and Spencer Parkway Right-of-Way Maintenance Agreement, Licensing Agreement (Permit) and Grant of Drainage and Access Easements", executed of even date herewith by the BOCC and filed of record in the office of the Garfield County Clerk and Recorder ("Agreement").

5. The BOCC's acceptance of the two roads into the county highway system is conditioned by the provisions of the Agreement, an unexecuted copy of which is attached to and incorporated herein as Exhibit A.

6. Reasonable efforts were made to notify owners of property within Battlement Mesa P.U.D. of the BOCC's consideration of acceptance of the two (2) roads as county roads. Notice was provided through published notice of the public meeting on the BOCC agenda for the 27th day of March, 2006, and by certified-return-receipt notice, regarding the possible change in status of the two (2) roads from "public roads" to "county roads", mailed to the "master" Homeowners' Association for the Battlement Mesa P.U.D., Battlement Mesa Service Association, and property owners adjacent to the two (2) roads.

DATED this 4th day of May, 2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO

Mildred Alsdorf
Clerk to the Board

By: *[Signature]*
Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

John Martin Aye
Larry McCown Aye
Tresi Houpt Aye
Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

I, Mildred Alsdorf, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this ___ day of _____, A.D. 2006.

County Clerk and ex-officio Clerk of
The Board of County Commissioners

**SIPPRELLE DRIVE & SPENCER PARKWAY
RIGHT-OF-WAY MAINTENANCE AGREEMENT, LICENSING AGREEMENT
(PERMIT) AND GRANT OF DRAINAGE AND ACCESS EASEMENTS**

This Sipprelle Drive and Spencer Parkway Right-of-Way Maintenance Agreement, Licensing Agreement (Permit) and Grant of Drainage and Access Easements ("Agreement") entered into this 27th day of March, 2006, by and between BATTLEMENT MESA METROPOLITAN DISTRICT, Garfield County, Colorado, a quasi municipal corporation and political subdivision of the State of Colorado ("Metro District"); BATTLEMENT MESA PARTNERS, a Colorado General Partnership ("Battlement Mesa Partners"); and the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, a political subdivision of the State of Colorado ("BOCC").

WHEREAS, Battlement Mesa P.U.D. consists of approximately 3200 acres of unsubdivided land and a number of County-approved subdivisions, built from 1979 through the present, containing a mixture of public and private roads; and

WHEREAS, certain public roads within Battlement Mesa P.U.D. have been accepted into the county highway system, and as of the date of this Agreement, the BOCC accepts two (2) public roads within Battlement Mesa P.U.D., specifically Spencer Parkway and Sipprelle Drive, into the county highway system authorized under the State, County and Municipal Highway Act, §43-2-101, et seq., C.R.S., as amended; and

WHEREAS, Battlement Mesa Partners owns real estate bordering Spencer Parkway and Sipprelle Drive and is the successor to the original developer/owner of the Battlement Mesa P.U.D.; and

WHEREAS Battlement Mesa Partners is also the successor Declarant under the Declaration of Covenants, Conditions and Restrictions for Battlement Mesa recorded as Reception No. 320285 in Book 583, at Page 456, as amended and supplemented by recorded documents, including a Fifth Amendment dated April 7, 2005 and recorded May 9, 2005 where it is stated that the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Supplemental Declarations shall be superseded and replaced by the Fifth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Battlement Mesa and Consolidation of the Supplemental Declaration to the Amended and Restated Declaration of Covenants, Conditions and restrictions for Battlement Mesa, and the First through Fourth Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Battlement Mesa, which amendment was recorded at Reception No. 672848 on April 25, 2005, and the Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and

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Restrictions for Battlement Mesa recorded at Reception No. 690448 on January 13, 2006 ; and

WHEREAS, the Metro District owns and operates the Battlement Mesa water and sewage treatment plants and remains a Declarant-controlled district at the time of execution of this Agreement; and

WHEREAS, the Metro District and the BOCC, under §29-1-203, C.R.S., as amended, and Battlement Mesa Partners, under its formation documents, have authority to enter into this Agreement; and

WHEREAS, the Metro District owns and the BOCC, by means of this Agreement, is taking ownership of drainage structures and facilities within and adjacent to the rights-of-way of Spencer Parkway and Sipprelle Drive, and the parties wish to clarify responsibilities for maintenance of drainage and other structures in and adjacent to the rights-of-way of Spencer Parkway and Sipprelle Drive.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

I. ACKNOWLEDGMENTS

A. STATUS OF ROADS. In 1999, Sipprelle Drive and Spencer Parkway (the "Roads") were dedicated to the public and accepted by the County as public rights-of-way, without the County accepting construction, repair and maintenance responsibility, by means of statements of dedication and acceptance on the face of a Final Plat recorded as Reception No. 541093 on March 2, 1999, at Book 1117, Page 363 in the Records of the Office of the Garfield County Clerk and Recorder ("Final Plat of the Roads"). The Roads were accepted into the County road system for maintenance and funding purposes, by means of a Resolution approved on the effective date of this Agreement, an unexecuted copy of which, without attachments, is attached to and incorporated herein by this reference as Exhibit "A". Said Resolution shall be recorded in the records of the Office of the Garfield County Clerk & Recorder prior to recordation of this Agreement.

B. DESCRIPTION OF ROADS. Spencer Parkway is a divided four lane arterial with a right-of-way approximately 100 feet in width and 5,762 feet in length. Sipprelle Drive is a four lane arterial with a right-of-way approximately 80 feet in width and 2,380 feet in length. The Roads are asphalt

surfaced, with concrete curbs and gutters, designed by Langford Engineering for BMI, Inc., Battlement Mesa Partner's predecessor, in the late 1970s. The rights-of-way outside of the traveled surface contain traffic signs and directional signs, some of which are indicated on the GIS map described in Section V.B., below.

C. STORM AND SURFACE DRAINAGE WATER SYSTEMS. The storm water, surface water and street wash drainage system ("storm drainage system"), within and adjacent to the rights-of-way of the Roads, drains to the Colorado River across property owned by Battlement Mesa Partners and other entities and individual owners, through a series of drainage easements described in Section III, below. The storm drainage system, designed to withstand a 100 year storm event, is an open drainage system designed by Frasier & Gingery for Exxon (BMI, Inc.), Battlement Mesa Partner's predecessor, in approximately 1979.

D. STORM DRAINAGE SYSTEM STRUCTURES AND FACILITIES. By execution of this Agreement and acceptance by Resolution of the Roads into the County highway system, the BOCC concomitantly accepts ownership of and maintenance and replacement responsibility for specific storm drainage system structures and facilities ("structures") located within and adjacent to the rights-of-way of the Roads. The BOCC, through employees of the Garfield County Road & Bridge Department, has located such structures and identified each in the "Storm Water Drainage Structures Inventory", attached to and incorporated herein by this reference as Exhibit "B".

E. OTHER UTILITIES. The rights of way for the roads also include other structures and facilities owned, operated and maintained by entities not party to this Agreement and known to Battlement Mesa Partners and the Metro District. Specifically, the following utility companies may own items within the rights-of-way: Holy Cross Electric, Excel Gas, and Consolidated Metro District.

II. BOCC RESPONSIBILITIES.

A. ROADS. Beginning on the effective date of this Agreement and as set forth in the annual budgets of the Garfield County Road & Bridge Department, the BOCC shall:

1. Traveled Surface. Maintain the traveled surface of the Roads, including snow plowing, repair, coating, re-surfacing, patching, and road lane striping;

2. Curb and Gutter. Maintain the concrete curb and gutter in place, running the entire length of each of the two (2) Roads;

3. Signage. Install, if needed, and maintain traffic control devices, as defined in the Uniform Motor Vehicles Law, Section 42-1-101, et seq., C.R.S., as amended, and standard county road signs identifying each of the Roads by county road number and street name. Existing traffic control and road name signs are identified on the two (2) page map and inventory attached to and incorporated herein as Exhibit "C". The BOCC shall not be responsible for maintenance or replacement of informational signs, if any, owned by Battlement Mesa Partners and permitted to be located within the rights-of-way in accordance with Section IV, below.

B. REGULATIONS. As of the effective date of this Agreement, the BOCC, under the Garfield County Road & Bridge Right-of-Way Use Regulations, adopted on December 15, 2003 by way of Resolution No. 2003-113, recorded as Reception No. 643477, at Book 1548, Page 918 in the records of the Clerk & Recorder of Garfield County, as amended ("County Road Regulations"), shall exercise its authority to control access to and use of the rights-of-way of the Roads, including without limitation permitting for driveways; permitting for encroachments; size, weight and load limits; and temporary closures.

C. STORM WATER DRAINAGE STRUCTURES.

1. Exhibit "B" Inventory. All of the storm water drainage structures accepted by the BOCC for ownership, maintenance and replacement under terms of this Agreement are open at both ends within or adjacent to the County owned right-of-way, and are identified on Exhibit "B". It is specifically understood that if a culvert under the traveled surface of the Roads or a flow line/pipe, wherever it may be located in the rights-of-way of the Roads, is closed when it leaves the County right-of-way, the BOCC has not accepted ownership thereof, and such structure is not included on Exhibit "B". It is also specifically understood that specific structures included on Exhibit "B" extend outside of the rights-of-way of the Roads,

and that the BOCC is accepting ownership, maintenance and replacement responsibility, under terms of this Agreement, for those portions of the structures which lie outside of the rights-of-way. In return, the BOCC is accepting the easement rights granted by Battlement Mesa Partners and defined in Section III. A. 3., below.

2. Non Storm Water Structures and Facilities. "Closed" structures shall remain in the ownership and under the control of the Metro District or Battlement Mesa Partners. Neither maintenance nor replacement responsibility is being passed to the BOCC by means of this Agreement.

D. MAINTENANCE DEFINITION. It is understood and agreed that the BOCC's obligation to maintain, as detailed in this Section II., shall mean a duty to keep the storm drainage structures and the Roads in the same general state of being, repair, and efficiency as they exist as of the date of this Agreement and does not include a duty to upgrade, modernize, modify, or improve design or construction. This definition of maintenance, however, does not abrogate the BOCC's replacement responsibility in accordance with its statutory budget responsibilities, identified in Section VI. E., below.

III. BATTLEMENT MESA RESPONSIBILITIES.

A. TRANSMISSION OF WATER AND GRANT OF EASEMENTS FOR DRAINAGE AND MAINTENANCE OF STRUCTURES.

1. Pre-existing Drainage and Utility Easements. The Final Plat of the Roads includes a dedication to "the Public Utilities" of twelve (12) separate drainage and utility easements located in Section 8, Township 7 South, Range 95 West of the Sixth Principle Meridian, Garfield County, Colorado. Battlement Mesa Partners, the Metro District and other property owners not party to this agreement who took ownership of this land subject to these easements, therefore, shall remain responsible for transmission of water once the storm and surface water and street wash leave the rights-of-way of the Roads.

2. Grant of Drainage Easement. The pre-existing drainage and utility easements, described above, lie west of the Roads on property owned in fee by

Battlement Mesa Partners. To the degree that water leaving the rights-of-way of Spencer Parkway and Sipprelle Drive does not flow through these pre-existing drainage and utility easements, Battlement Mesa Partners grants to the BOCC a perpetual, general drainage easement across property owned by Battlement Mesa Partners lying between East Battlement Parkway and the Colorado River.

3. Grant of Structure Location Easement and Access Easement for Maintenance Purposes. The structures referred to in Paragraph II. C. 1, above, and identified on Exhibit "B" which extend outside of the rights-of-way of the Roads are accepted for ownership by the BOCC under terms of this Agreement. Battlement Mesa Partners, therefore, grants to the BOCC a perpetual, general location and access easement for the continued placement of the structures, as now located, and as they may be located if and when replaced by a structure of the same size, or a smaller or reasonably enlarged structure. Said easement includes reasonable access for maintenance and replacement purposes.

B. INDEMNITY AGAINST THIRD PARTY CLAIMS RELATED TO DRAINAGE AND ROADS.

1. Storm Drainage System/Structures, Road Design. Liability for defects and design of the Battlement Mesa P.U.D. storm drainage system, including without limitation the structures identified on Exhibit "B" and the pre-existing drainage easements described in Section III. A. 1., above, remains with the Metro District and with Battlement Mesa Partners, as the successor entity defined in Section I. C., above. Liability for design of the Roads remains with Battlement Mesa Partners, as the successor entity defined in Section I. B., above.

2. Indemnity. Battlement Mesa Partners and the Metro District, therefore, consistent with the liability defined in subsection B. 1., above, indemnify, hold harmless and agree to defend the BOCC as to any claims made by third parties, including without limitation real property owners of land not owned by Battlement Mesa Partners between East Battlement Parkway and the Colorado

River, related to movement of water and/or debris from either or both of the Roads. Without limiting the generality of the foregoing, such indemnity includes but is not limited to claims based on the design of the Roads, the storm drainage system, or the structures identified on Exhibit "B". Battlement Mesa Partners and the Metro District, however, do not indemnify the BOCC from claims related to the BOCC's maintenance responsibility for the Roads and the structures identified on Exhibit "B", detailed in Section II., above.

3. Future Development. It is recognized by the parties that Sections 4:80, 5:22, 5:31 of the Subdivision Regulations of Garfield County, Colorado, of 1984, as amended, require future development of unsubdivided land, owned by Battlement Mesa Partners or third parties not party to this Agreement at the time of execution of this Agreement, to be in accordance with storm and surface water drainage plans prepared by a Colorado registered engineer. Such plans may include construction of drainage structures and facilities, not now in existence, and the granting of easements, not created by way of this Agreement or pre-existing. Future development of real property now owned by Battlement Mesa Partners, however, shall be burdened by the grant of general drainage easement described in Section III. A. 2., above, and the indemnity and insurance agreement contained in this Section III.

C. BOCC NOT RESPONSIBLE. It is assumed by the parties that the non-storm water drainage structures and the utility systems of which they are a part will be maintained and replaced by the entity owning such utility system. The BOCC is not responsible for locating, inventorying, maintaining or replacing waterlines/mains, irrigation ditches, irrigation waterlines, sewer lines/mains, non-storm water drainage system manholes, or any other structures located in the County owned rights-of-way of the Roads and owned by the Metro District, Battlement Mesa Partners or any third party entity or individual not a party to this Agreement. Any such structures owned by the Metro District or Battlement Mesa Partners shall be maintained and replaced by the owning entity.

D. LANDSCAPING AND SIDEWALKS. BOCC shall not be responsible for landscaping and sidewalk construction,

maintenance, replacement and reconstruction, if any, within the rights-of-way of Sipprelle Drive and Spencer Parkway, outside of the curbs and gutters bordering the traveled surface of the Roads. As part of the representations made to support this agreement, Battlement Mesa Partners has advised that BOCC that the Battlement Mesa Service Association has been maintaining the landscaping and sidewalks described above. Further, it has agreed to provide to the BOCC an agreement with the Battlement Mesa Service Association to continue with this maintenance, replacement and reconstruction of this landscaping, if required, within the rights-of-way of Sipprelle Drive and Spencer Parkway, outside of the curbs and gutters bordering the traveled surface of the Roads. Construction and maintenance of sidewalks and landscaping, if any, shall include, without limitation: snow plowing of the sidewalks, if any; mowing and irrigation (if any currently exists) of vegetation, and noxious weed control with ten (10) feet of the curbs.

IV. RIGHT-OF-WAY USE PERMITS

A. GRANT OF PERMISSION FOR PRE-EXISTING ENCROACHMENTS AND COUNTY ROAD REGULATIONS, SECTION 3.4. The BOCC hereby grants right-of-way use/encroachment "permits" to Battlement Mesa Partners and the Metro District for structures, including without limitation informational signage, each owns, if any, within the rights-of-way of the Roads, as such structures exist on the effective date of this Agreement. This grant is meant to be a blanket grant of permission for existing encroachments creating a licensing agreement between the BOCC and Battlement Mesa Partners and the BOCC and the Metro District. As such, it is not to be construed as a grant of easement or other real property interest. Any new or replacement structures shall be regulated by applicable Garfield County land use regulations then in existence, including without limitation the Garfield County Sign Code, and shall require right-of-way use permitting under the County Road Regulations then in effect. The terms of the agreement, contained in this Section IV.A., are consistent with Section 3.4, "Standards for Permit Issuance", of the Current County Road Regulations, and Section 3.4 is incorporated herein by this reference. Without limiting the generality of the foregoing statement, the parties acknowledge that the agreement contained in this Section IV.A. includes the requirements that: (a) if relocation of a structure is necessitated by the need to relocate, improve, modify, or alter the rights-of-way of the Roads or any portion thereof, such relocation shall be at the sole cost of the permittee,

i.e., Battlement Mesa Partners or the Metro District, whichever is the owner of the structure in question; and (b) the BOCC shall be indemnified and held harmless by the permittee. This indemnification includes the permittee's agreement that the BOCC is not responsible for any damage that may result to the structures located in the public rights-of-way during maintenance by the BOCC of the traveled surface or any other portion of the rights-of-way of the Roads.

B. COUNTY ROAD REGULATIONS §§3.3, 3.4.12 AND 9.0. The Metro District and Battlement Mesa Partners shall not be required to submit permit applications for the pre-existing encroachments, identified in this Section IV, or pay the fees identified in Sections 3.3, 3.4.12 and 9.0 of the County Road Regulations.

C. SIDEWALKS, ADDITIONS AND REPLACEMENTS. If sidewalks are constructed within the rights-of-way of the Roads or additions are made to or replacements installed for items referred to in III C. above, Battlement Mesa Partners or the Metro District shall follow the application and permitting process in the County Road Regulations, then in effect.

V. COOPERATION REGARDING DIGITAL INFORMATION

A. PLATS, GEOGRAPHIC INFORMATION SYSTEM ("GIS"). The BOCC and Battlement Mesa Partners agree to share information regarding County approved Final Plats for the Battlement Mesa P.U.D. The BOCC, through its Information Technology Department, shall cause the Final Plats to be scanned and available in digital GIS format for use by the parties to this Agreement and the public. Plats shall be collected, organized and made available to the Garfield County Information Technology Department by Battlement Mesa Partners.

B. FACILITIES, GLOBAL POSITIONING SYSTEM ("GPS") AND GIS. Consistent with current County policy related to the inventory requirements of the Government Accounting System Board, the BOCC has caused the storm drainage structures, listed on Exhibit "B", and certain signage to be entered into the County's GPS and GIS. A copy of the map created through use of GPS and GIS is attached to and incorporated herein by this reference as Exhibit "D". Because the structures listed and referred to in III. C. above will not be owned by the BOCC, such structures shall not be entered into the BOCC's GPS records.

VI. GENERAL PROVISIONS.

A. **GENERAL INDEMNITY.** Beyond the specific indemnity agreements contained in Sections III. B. and IV. A., above, each of the parties hereto agrees to hold harmless, indemnify, and defend each other against all liabilities, losses, damages, demands, actions, or causes of action, including court costs and reasonable attorney fees, which may result from any damage or injury sustained by any person or entity in connection with or on account of a negligent act of the indemnifying party hereto relating to the obligations contained in this Agreement. Notwithstanding the foregoing, the agreements contained in this paragraph, Sections III. B. and Section IV. A. above, shall be subject to the limitations of the Constitution of the State of Colorado and nothing herein shall be construed as a waiver, limitation, restrictions or of the Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended, as such relate to the Metro District and the BOCC.

B. **AMENDMENT.** This Agreement may be modified only by a written document of equal formality, signed by each of the parties hereto.

C. **NO WAIVER.** No waiver or breach of any provision of this Agreement by any party shall be deemed to constitute a continuing waiver or a waiver of breach of any other provision by any other party.

D. **LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and may be enforced in law or in equity, by decree for specific performance, damages, injunction, or such other legal or equitable relief as may be available under the laws of the State of Colorado. Venue for any action shall lie in the District Court of Garfield County, Colorado.

E. **FUNDING.** As to the public entities party to this Agreement, it is recognized that all financial obligations of Garfield County set forth in this Agreement are, pursuant to §29-1-110, C.R.S., as amended, contingent upon funds being appropriated, budgeted, and otherwise made available on an annual calendar-year basis; the BOCC and the Metro District are subject to Article X, Section 20, of the Colorado Constitution, commonly known as the "TABOR Amendments"; and this Agreement does not create a multi-fiscal year obligation within the meaning of the TABOR Amendments.

F. SUCCESSORS. The obligations and rights contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns.

G. ASSIGNMENT. It is specifically understood that the Metro District may assign its rights and delegate its responsibilities under this Agreement to the Consolidated Metropolitan District, Garfield County, Colorado, a quasi municipal, corporate political subdivision of the State of Colorado, with taxing authority. Consolidated Metro District is responsible for the water and sewer distribution system throughout the presently developed areas of the Battlement Mesa P.U.D.. Such assignment and delegation is hereby approved by the BOCC. The Metro District shall advise the BOCC of such action, in writing, and provide the BOCC with a copy of pertinent transactional documents within a reasonable time after such action.

H. RECORDING. Because of the grants of easements contained in Section III. A., above, this Agreement shall be recorded in the Grantor/Grantee Index of the Clerk & Recorder's Office, with the Grantor being identified as Battlement Mesa Partners and the Grantee being the Board of County Commissioners of Garfield County, State of Colorado.

I. INTEGRATION. This Agreement embodies the entire agreement among the parties. Any prior written or oral agreements, promises, negotiations or representations not expressly set forth in this Agreement shall be of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the _____ day of _____, 2006, no matter the date of execution.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO

Clerk to the Board

By _____
John Martin, Chairman

Dated: _____

ATTEST:

BATTLEMENT MESA METROPOLITAN
DISTRICT, a quasi-municipal cor-
poration and political subdivision
of the State of Colorado

Secretary

By _____
William W. Wilde, President

Dated: _____

ATTEST:

BATTLEMENT MESA PARTNERS
By: Community Holdings West, Inc.
General Partner

Secretary

By _____
Lynn Shore, Authorized Agent

Dated: _____