EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT is entered into this _____ day of _____2017, by and between ALPINE BANK, a Colorado banking corporation ("Grantor"), whose address is 350 Highway 133 Carbondale CO 81623, and the ROCKFORD DITCH ASSOCIATION, INC. ("Grantee"), whose address is 1493 County Road 106, Carbondale, Colorado 81623.

NOTICE THAT for ten dollars ($10.00) and other good and valuable consideration, in hand paid, Grantor hereby grants, sells and conveys to the Grantee a perpetual non-exclusive easement legally described and depicted on the Realigned Rockford Ditch Easement attached hereto as Exhibit A and incorporated herein by this reference, (the "Easement") to be used for the operation, maintenance, repair and replacement of Grantee's ditch, pipeline and appurtenances located therein, which Easement is located in, on and across that certain real property described as Lot 1B 1340 Main Street Subdivision Exemption, located in the Town of Carbondale, County of Garfield, State of Colorado, recorded in the Office in the Garfield County Colorado real property records at Reception No. _____ (the "Property").

This Easement Deed is provided pursuant to and in satisfaction of paragraph ___ of that certain Ditch Relocation Agreement dated _____, 2017 and recorded in the Office of the Garfield County Clerk and Recorder as Reception No. _____ (the "Ditch Relocation Agreement"), and the rights of the parties to this Easement Deed and their successors and assigns are subject thereto. The Easement granted herein shall supersede and replace Grantee's existing ditch easement located on the Property as depicted on Exhibit B. Upon the completion of all improvements described in the Ditch Relocation Agreement to be built within the Realigned Rockford Ditch Easement, Grantee's existing ditch easement recorded in the Office of the Garfield County Colorado real property records at Reception No. 781054 shall be vacated and terminated by a separate Ditch Easement Vacation instrument Grantee or Grantee's assigns agree to restore the Property to its prior existing condition in the event future maintenance or construction is performed in the Easement area.

The grant of Easement shall run with the land for the benefit of Grantee, burdening the land covered by the Easement described in Exhibit A hereto, and shall be binding on and shall inure to the benefit to the parties to this Easement and Deed Agreement and their respective successors and assigns.

Landscaping Within Ditch Easement. ~~Grantee agrees~~Grantee agrees not to construct any buildings on or over the Ditch as relocated and reconstructed and agrees not to plant or permit the planting of willow or cottonwood trees within 50 feet of the of the Ditch. Further, all landscaping on the easements for the Ditch granted pursuant to the provisions hereof shall be consistent with the landscape plan approved by the Tree Board of the Town of Carbondale in connection with the approvals for the development of the CRM Property as described in the

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Ditch Relocation Agreement. The Roaring Fork Transportation Authority (hereinafter referred to as "RFTA") holds an option to purchase the Property pursuant to that certain Lease Purchase Option recorded August 29, 2011 as Reception No. 807432 ("Option") and has reviewed the foregoing Easement Deed and Agreement.. RFTA hereby consents and agrees to the realigned ditch as depicted and assents to the terms of this Easement Deed and Agreement, and further subordinates its interest in the Option to this Easement Deed and Agreement as if this Easement Deed and Agreement was a Permitted Exception to the Option and had been executed and recorded prior to the Option.

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This Easement and Deed Agreement is made and entered into on the day and year first written above.

GRANTOR: ALPINE BANK, a Colorado Banking Corporation

By:_____

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2017, by _____, on behalf of Alpine Bank.

WITNESS my hand and official seal. My Commission expires: _____

_____
Notary Public

GRANTEE: ROCKFORD DITCH ASSOCIATION, INC.

By: _____
President

ATTEST

_____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2017, by _____, on behalf of Rockford Ditch Association, Inc.

WITNESS my hand and official seal. My Commission expires: _____

_____
Notary Public

~~FUTURE INTEREST HOLDER CONSENT~~

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ROARING FORK TRANSPORTATION AUTHORITY
~~Roaring Fork Transportation Authority.~~Consent and Approval

By: _____

ATTEST

_____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2017, by _____, on behalf of the Roaring Fork Transportation Authority.

WITNESS my hand and official seal. My Commission expires: _____

_____
Notary Public

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