

2004041102B-MF

003863

WATER LINE AND ACCESS
EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

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COUNTY OF BURNET

DATE: March 14, 2006

GRANTOR: WHITE WATER SPRINGS, L.L.C., a Texas limited liability company

GRANTOR'S MAILING ADDRESS: 7400 East Crestline Circle, Suite 250
Greenwood Village, Colorado 80111

GRANTEE: LOWER COLORADO RIVER AUTHORITY, a Texas conservation and reclamation district

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: Those certain tracts of land described as the "Commons" as defined in the following restrictive covenants recorded in:

Section I: Volume 681, Page 769, amended in Volume 735, Page 409, Real Property Records of Burnet County, Texas and Volume 764, Page 58, Volume 764, Page 93, Volume 774, Page 200 and Volume 1286, Page 395, Official Public Records of Burnet County, Texas and in Cabinet 2, Slide Nos. 108B, 108C, 108D, 109A, 109B, 109C, 109D, 110A, 110B, 110C, 110D and 111A, Plat Records of Burnet County Texas.

Section II: Volume 808 Page 159, and Volume 1286, Page 414, Official Public Records of Burnet County, Texas and in Cabinet 2, Slide Nos. 120D, 121A, 121B, 121C, 121D, 122A, 122B, 122C, 122D, 123A, 123B, 123C, 123D and 124A, Plat Records of Burnet County, Texas.

Section III: Volume 681, Page 769, amended in Volume 735, Page 409, Real Property Records of Burnet County, Texas and Volume 764, Page 38, Volume 764, Page 58, Volume 764, Page 93 and Volume 1286, Page 433, Official Public Records of Burnet County, Texas and in Cabinet 2, Slide Nos. 148A, 148B, 148C, 148D, 149A, 149B and 149C, Plat Records of Burnet County, Texas.

Section VI: Volume 887, Page 336, and Volume 1286, Page 452, Official Public Records of Burnet County, Texas and in Cabinet 2, Slide Nos. 149D, 150A, 150B, 150C and 150D, Plat Records of Burnet County, Texas.

Section V: Volume 892, Page 117, Volume 1093, Page 3 and Volume 1286, Page 471, Official Public Records of Burnet County, Texas and in Cabinet 2, Slide Nos. 154C, 154D and 155A, Plat records of Burnet County, Texas.

PROJECT: Water lines and all necessary or desirable appurtenances thereto including, without limitation, cleanouts, valves, meters, manholes, electrical wires and controls, and security and freeze protection devices.

1414 0599
OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, under, over and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTOR also grants to GRANTEE an access easement in, upon, over and across the EASEMENT PROPERTY for the purpose of providing pedestrian and vehicular ingress and egress to and from the PROJECT as well as the well sites located within the EASEMENT PROPERTY as may be reasonably necessary in connection with the uses and purposes stated above. GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes.

GRANTEE shall have the right to conduct archeological, historical, environmental, and other studies on the EASEMENT PROPERTY but only as may be reasonably necessary in connection with the exercise of the rights granted herein.

GRANTOR agrees that GRANTOR shall not place any structure or materials in or on the EASEMENT PROPERTY that may endanger or may interfere with the safe, efficient, or convenient operation, or maintenance of the PROJECT or the rights of ingress and egress granted herein. GRANTOR, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over, or otherwise obstruct, any clean out, valve, meter, or manhole located within the EASEMENT PROPERTY. In the event that GRANTOR shall place any unpermitted structure or materials within the boundaries of the EASEMENT PROPERTY and fails to remove same within three days of receipt of written notice delivered certified mail, return receipt requested by GRANTEE, GRANTEE shall have the right, but not the obligation, to remove such structure or material. In the event, GRANTEE removes such unpermitted structure or materials from the EASEMENT PROPERTY, GRANTOR shall reimburse GRANTEE for any and all reasonable costs actually incurred by Grantee in connection with such removal including, but not limited to, contractors' fees, equipment costs, and notification costs, within 30 days after receipt of written notice of such costs from GRANTEE.

GRANTOR shall have the right to use the surface of the EASEMENT PROPERTY, subject to the restrictive covenants of record and any additional restrictions set out herein, so long as such use does not unreasonably interfere with the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall clean up and dispose of from off the EASEMENT PROPERTY and any of GRANTOR's other property all surplus excavation, debris, trash, or litter resulting from GRANTEE's use of the EASEMENT PROPERTY. GRANTEE at all times after completing any work in connection with GRANTEE's use of the EASEMENT PROPERTY will restore the surface of the EASEMENT PROPERTY, as nearly as possible, to the condition in which the EASEMENT PROPERTY was found immediately before such work was undertaken.

All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

The rights granted to GRANTEE in this EASEMENT shall be and are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their successors and assigns.

OFFICIAL
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When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, agents, subsidiaries, officers, servants, contractors, successors and assigns of GRANTEE.

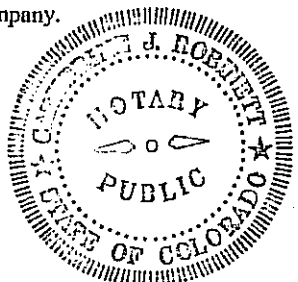
GRANTOR:
White Water Springs, L.L.C.

By: [Signature]
Name: GARY D. LEVINE
Title: MANAGER

ACKNOWLEDGMENT

STATE OF Colorado §
COUNTY OF ARAPAHOE §

This instrument was acknowledged before me on March 14, 2006, by Gary D. Levine, Manger of White Water Springs, L.L.C., a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public, State of 6/18/08

1414 0601
OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Lower Colorado River Authority
P. O. Box 220

003863

FILED

2006 MAR 27 PM 12:24

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS
OF BURNET COUNTY, TEXAS in the volume
and Page as shown.



Janet Parker
County Clerk
Burnet County, Texas

By *[Signature]*
DEPUTY

Any provision herein which restricts the sale, rental or use
of the described real property because of color or race is
invalid and unenforceable under federal law.

SCANNED

1414 0602
OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS