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ACCESS AND PIPELINE EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **M.G.P., INC.**, a Colorado corporation, whose address is 2516 Lark Drive, Colorado Springs, Colorado 80909 (the "Grantor"), hereby grants, bargains, sells and conveys to **WOODMOOR WATER & SANITATION DISTRICT, NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Ankele, Icenogle, Norton & Seter, P.C., 5690 DTC Boulevard, Suite 300, Greenwood Village, Colorado 80111 (the "District"), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove certain buried or underground water and sanitary sewer improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in El Paso County, Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by Grantor and is accepted by Grantee pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design

MGP
By MGP

feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the commencement of the District's activities.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, provided such local government entity or public utility provider is taking over the operation of the Improvements therein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein be abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

MJK
By MJK

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against District in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

10. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, and do not unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein, such determination to be made by the District in its reasonable discretion.

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

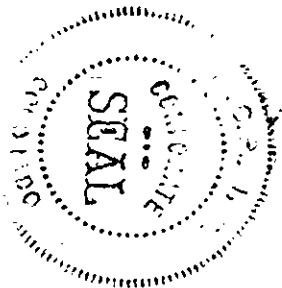
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IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this 9th day of Nov., 1998.

M.G.P., INC.



Mahlon A. Plowman

By: Mahlon A. Plowman
Title: Sec-Treas.

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 9th day of November, 1998, by Mahlon A. Plowman as Sec-Treas and of MGP, Inc.



WITNESS my hand and official seal.

My commission expires: July 22, 1998

James A. Weir
Notary Public

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By M.G.P.

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DISTRICT:
WOODMOOR WATER
& SANITATION DISTRICT, NO. 1

George Todd
By: _____
Its: *PRESIDENT*

ATTEST:

Paul K. Moyer

STATE OF COLORADO)
) ss.
COUNTY OF *El Paso*)

The foregoing Easement Agreement was acknowledged before me this *10th* day of *November*, 1998, by *George O. Goelzer* and by *Paul K. Moyer*, as *President* and *Secretary*, of Woodmoor Water & Sanitation District, No. 1.



My Commission Expires:

7-14-2000

Hope Winkler
Notary Public



J.P.K.
WWSA/AGRT
MMD1035
0317.0915

J. Patrick Kelly El Paso County

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EXHIBIT A
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LEGAL DESCRIPTION: NUMBER 1

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 2,
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;
THENCE S 89°06'54" W, ALONG THE NORTH LINE OF SAID SECTION 2,
WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO, A
DISTANCE OF 2,879.42 FEET;
THENCE, DEPARTING FROM THE NORTH LINE OF SAID SECTION 2, ON A
DEFLECTION ANGLE TO THE LEFT OF 90°, S 00°53'06" E, A
DISTANCE OF 50.00 FEET;
THENCE S 13°48'06" W, A DISTANCE OF 130.00 FEET TO A POINT ON A
LINE THAT IS S 00°53'06" E, A DISTANCE OF 175.76 FEET FROM
THE NORTH LINE OF SAID SECTION 2 AND FROM WHENCE THE
NORTHWEST CORNER OF SAID SECTION 2 BEARS N 86°34'42" W,
A DISTANCE OF 2340.41 FEET, SAID POINT BEING
THE TRUE POINT OF BEGINNING;

THENCE N 89°06'54" E, PARALLEL TO THE NORTH LINE OF SAID SECTION
2, A DISTANCE OF 31.01 FEET;
THENCE S 13°48'06" W, A DISTANCE OF 31.01 FEET;
THENCE S 89°06'54" W, PARALLEL TO THE NORTH LINE OF SAID SECTION
2, A DISTANCE OF 63.65 FEET;
THENCE S 15°05'45" W, A DISTANCE OF 877.09 FEET;
THENCE S 29°54'15" E, A DISTANCE OF 101.54 FEET TO A POINT ON THE
EAST LINE OF THAT PARCEL DESCRIBED IN BOOK 5852, PAGE 323 OF
THE PUBLIC RECORDS OF EL PASO COUNTY;
THENCE CONTINUING ALONG THE AFORESAID BEARING, S 29°54'15" E, A
DISTANCE OF 21.53 FEET, TO A POINT 15.00 FEET EASTERLY OF
THE EAST LINE OF THAT PARCEL DESCRIBED IN BOOK 6488, PAGE
243 OF THE PUBLIC RECORDS OF EL PASO COUNTY;
THENCE S 14°16'13" W, PARALLEL TO AND 15.00 FEET EASTERLY OF SAID
EAST LINE OF SAID PARCEL (BOOK 6488, PAGE 243), A DISTANCE
OF 104.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1,
THE HEIGHTS, FILING NO.1;
THENCE S 86°46'02" W, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1,
A DISTANCE OF 15.73 FEET TO THE INTERSECTION OF THE
NORTHERLY LINE OF SAID LOT 1 WITH THE EASTERLY LINE OF SAID
PARCEL (BOOK 6488, PAGE 243);
THENCE N 14°16'13" E, ALONG THE EASTERLY LINE OF SAID PARCEL
(BOOK 6488, PAGE 243), A DISTANCE OF 102.64 FEET;
THENCE N 89°56'01" W, ALONG THE NORTHERLY LINE OF SAID PARCEL
(BOOK 6488, PAGE 243), A DISTANCE OF 17.32 FEET;
THENCE N 29°54'15" W, DEPARTING FROM THE NORTHERLY LINE OF SAID
PARCEL (BOOK 6488, PAGE 243), A DISTANCE OF 120.76 FEET;
THENCE N 15°05'45" E, A DISTANCE OF 912.13 FEET, TO A POINT
175.76 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 2;
THENCE N 89°06'54" E, PARALLEL TO AND 175.76 FEET SOUTHERLY OF
THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 63.12 FEET
TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 34,438 SQ.FT. (0.791 ACRES) MORE OR LESS

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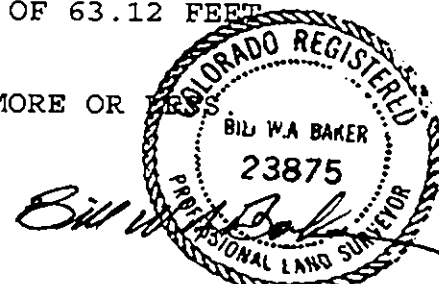


EXHIBIT A
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LEGAL DESCRIPTION: NUMBER 2

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 2,
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE S 89°06'54" W, ALONG THE NORTH LINE OF SAID SECTION 2,
WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO, A
DISTANCE OF 2,879.42 FEET;

THENCE, DEPARTING FROM THE NORTH LINE OF SAID SECTION 2, ON A
DEFLECTION ANGLE TO THE LEFT OF 90°, S 00°53'06" E, A DISTANCE
OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF
COUNTY LINE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N 89°06'54" E, PARALLEL TO AND 30.00 FEET SOUTHERLY OF THE
NORTH LINE OF SAID SECTION 2, A DISTANCE OF 30.00 FEET;

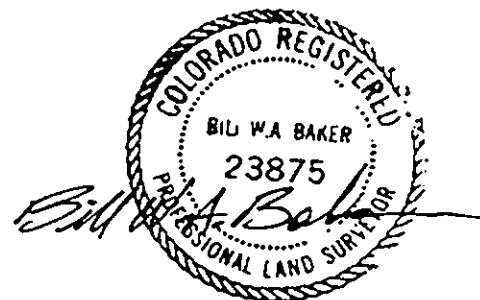
THENCE S 00°53'06" E, DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY
LINE, A DISTANCE OF 20.00 FEET;

THENCE S 89°06'54" W, PARALLEL TO AND 50.00 FEET SOUTHERLY OF
SAID NORTH LINE OF SAID SECTION 2, A DISTANCE OF 30.00 FEET;

THENCE N 00°53'06" W, A DISTANCE OF 20.00 FEET TO THE TRUE POINT
OF BEGINNING.

SAID PARCEL CONTAINS 600.0 SQ.FT. (0.014 ACRES) MORE OR LESS.

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By MSP.

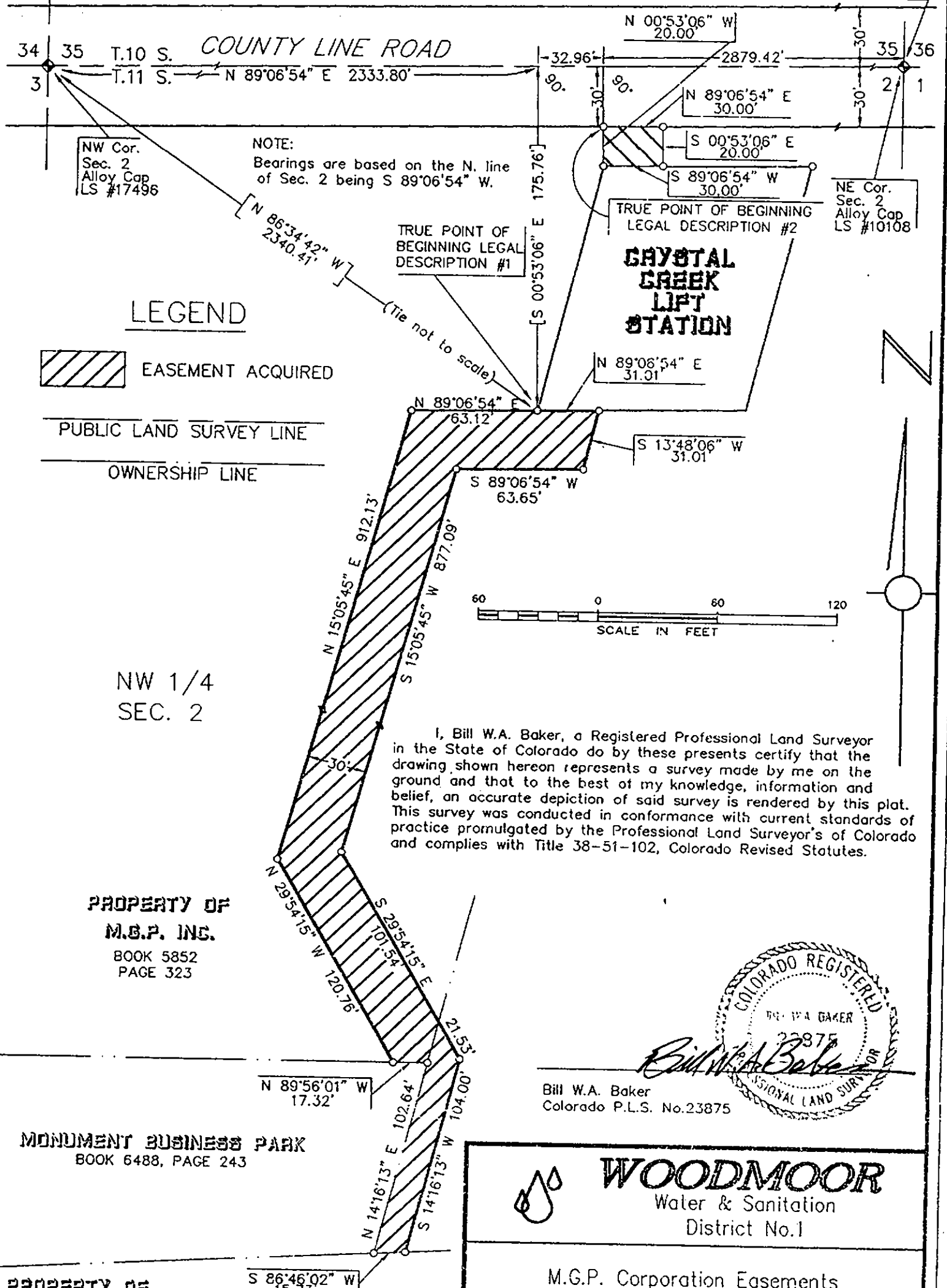


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NW 1/4 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST 6th P.M.

----- COUNTY OF EL PASO ----- POINT OF COMMENCEMENT



LEGEND

-  EASEMENT ACQUIRED
-  PUBLIC LAND SURVEY LINE
-  OWNERSHIP LINE

NW 1/4
SEC. 2

I, Bill W.A. Baker, a Registered Professional Land Surveyor in the State of Colorado do by these presents certify that the drawing shown hereon represents a survey made by me on the ground and that to the best of my knowledge, information and belief, an accurate depiction of said survey is rendered by this plat. This survey was conducted in conformance with current standards of practice promulgated by the Professional Land Surveyor's of Colorado and complies with Title 38-51-102, Colorado Revised Statutes.

**PROPERTY OF
M.G.P. INC.**
BOOK 5852
PAGE 323

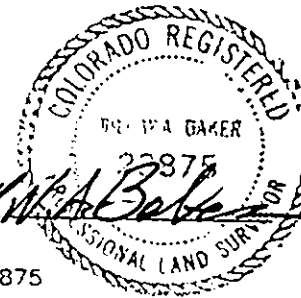
MONUMENT BUSINESS PARK
BOOK 6488, PAGE 243

**PROPERTY OF
LEONARD**

*ALL
By M.G.P.*

LOT 1
HEIGHTS FILING NO.1

Bill W.A. Baker
Colorado P.L.S. No.23875



WOODMOOR
Water & Sanitation
District No.1

M.G.P. Corporation Easements

SCALE: 1" = 60' DATE: 3 OCTOBER 1998

Draftsman: Baker Checked:

Project C-9806

RTW: 3470