

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

File 1

THIS DECLARATION, made on the date hereinafter set forth by JMC Co.,
hereinafter referred to as "Declarant".

WITNESSETH:

Time Filed	3:15 P.M.
Date	11-4-76
Book	1602-14
Page	284
Recorder	Arlys M. Ward
Committee	397

WHEREAS, Declarant is the owner of certain property in the Town of
Silverthorne, County of Summit, State of Colorado, which is more particularly
described as:

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 1 AND THE
NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, IN THE TOWN OF SILVERTHORNE, SUMMIT COUNTY, COLORADO,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE S89° 58' 11"
E ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 562.01 FEET TO A
POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE
HIGHWAY NO. 9; THENCE S 11° 12' 36" E ALONG SAID WESTERLY RIGHT-OF-WAY
LINE, A DISTANCE OF 1036.78 FEET; THENCE N 89° 39' 02" W A DISTANCE OF
1270.82 FEET; THENCE N 08° 47' 51" W A DISTANCE OF 335.27 FEET TO A POINT
OF CURVATURE; THENCE EASTERLY 300.83 FEET ALONG THE ARC OF A CURVE TO THE
LEFT, HAVING A CENTRAL ANGLE OF 11° 34' 18" A RADIUS OF 1489.53 FEET AND A
CHORD WHICH BEARS N 75° 25' 00" E, 300.32 FEET DISTANT; THENCE N 09° 46' 15"
W A DISTANCE OF 613.76 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2;
THENCE S 89° 39' 15" E ALONG SAID NORTH SECTION LINE, A DISTANCE OF 372.01
FEET TO THE POINT OF BEGINNING, CONTAINING 24.622 ACRES MORE OR LESS,

WHICH IS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER
UNDER RECEPTION NO. 156655 ON JUNE 8, 1976 AS WILLOWBROOK MEADOWS SUBDIVISION
FILING 1,

WHICH INCLUDES LOTS 1 THROUGH 23 INCLUSIVE IN BLOCK A AND LOTS 1 THROUGH 18
IN BLOCK B AND TRACTS A, B, C, D AND E AND ROAD RIGHTS-OF-WAY AS SHOWN ON
SAID RECORDED PLAT AND ANY AMENDMENTS THERETO.

NOW THEREFORE, Declarant hereby declares that all of the properties described
above shall be held, sold and conveyed subject to the following easements, re-
strictions, covenants, and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with, the real property and be
binding on all parties having any right, title or interest in the described
properties or any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Willowbrook Meadows
Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or
more persons or entities, of a fee simple title to any Lot which is a part of the

Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 1 AND THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE TOWN OF SILVERTHORNE, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE S89° 53' 11" E ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 562.03 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 9; THENCE S 11° 12' 36" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1036.78 FEET; THENCE N 89° 39' 02" W A DISTANCE OF 1270.82 FEET; THENCE N 08° 47' 51" W A DISTANCE OF 335.27 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 300.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11° 34' 18" A RADIUS OF 1489.53 FEET AND A CHORD WHICH BEARS N 75° 25' 00" E, 300.32 FEET DISTANT; THENCE N 09° 46' 15" W A DISTANCE OF 613.76 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE S 89° 39' 15" E ALONG SAID NORTH SECTION LINE, A DISTANCE OF 372.01 FEET TO THE POINT OF BEGINNING, CONTAINING 24.622 ACRES MORE OR LESS,

WHICH IS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 156655 ON JUNE 8, 1976 AS WILLOWBROOK MEADOWS SUBDIVISION FILING 1, EXCEPT LOTS 1 THROUGH 23 INCLUSIVE IN BLOCK A AND LOTS 1 THROUGH 18 INCLUSIVE IN BLOCK B AND TRACTS A, B, C, D AND E AND ROAD RIGHTS-OF-WAY AS SHOWN ON SAID RECORDED PLAT AND ANY AMENDMENTS THERETO.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to JMC Co., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Special Easements. Due to the anticipated style of improvements to be placed on certain lots with the Properties, an improvement may be located on or so near its property line so as to make entry upon an adjoining lot or lots a necessity incident to the construction and maintenance of such improvement. In the event the above situation shall exist, then at the time of the commencement of the construction of such improvement provided such construction shall commence within twenty (20) years after the date of the recording of this Declaration, there shall thereby be created an easement or easements for the construction, maintenance, repair, replacement and/or reconstruction of such improvement so located on or near its property line. Said easement or easements (1) shall be over and across the lot or lots immediately adjoining the lot upon which such improvement is so located, (2) shall extend the full depth of the adjoining lot or lots, and (3) shall extend into so much of the adjoining lot or lots as is necessary to provide the owner of such improvement so located with an easement of such width that, when added to the space lying between the improvement and its property line, such easement shall be six feet in width. Construction of any structure shall be prohibited within these easements except as such structure shall be approved in writing by the Architectural Control Committee.

If any portion of a roof overhang of an improvement as initially constructed by the Developer or its agents, encroaches upon an adjoining lot or lots, a valid easement for such encroachment and the construction, maintenance, repair, replacement and/or reconstruction shall and does exist.

For title and other purposes, such easements shall not be considered or deemed to be encumbrances upon such adjoining lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1980.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

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ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties previously improved by the construction of buildings, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during

the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Deed Book 276, Page 85 and 86, Reception NO. 155287 of the land records of Summit County, Colorado, plus approximately 5.51 acres of adjoining property at the Southwest corner of the subject property more particularly described as

A tract of land lying within Section 2, T. 5 S., R. 78 W of the 6th P.M. Summit County, Colorado being more particularly described as follows:

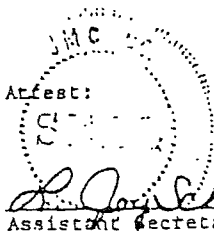
Beginning at the NW corner of the SE 1/4, NE 1/4 of said Section 2; thence S 8° 30' 04" W a distance of 1218.75 feet; thence N 80° 0' W a distance of 200.0 feet; thence S 01° 29' 56" E a distance of 1199.94 feet to the point of beginning, containing 5.51 acres more or less.

as approved by the Town of Silverthorne as a part of the Willowbrook Meadows Master Plan adopted April, 1976, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided the Farmers Home Administration and/or the VA determine that the annexation is in accord with the general plan heretofore approved by them. It is anticipated that the developer will proceed with subsequent filings 2 through 5 as shown on the Master Plan as approved by the Town of Silverthorne and on file with the Town Clerk, but the developer is not bound to proceed with proposed additions. Common areas in the proposed additions, if made, will become subject to assessment for their just share of association expenses.

Section 5. FmHA/VA Approval. As long as there is a Class B membership the following actions will require the prior approval of the Farmers Home Administration and/or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15 day of NOVEMBER, 19 76.

JMC Co., a Colorado corporation
Declarant

Attest:

R. J. Schlicher
Assistant Secretary

BY

J. M. Lacy
J. M. Lacy, President

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Section 4. Solar Easements.

2.00
Lots 1D, 2, 3, 4, 5, 6, 16 and 22 in Block A, and Lots 1D, 2, 4, 5, 7, 8, 9A, 9B, 10A, 10B, 11, 12, 13, 14, 15, 16, 17 and 18 in Block B, and all open space in said Blocks A and B which lies within 150 feet south and/or 100 feet east and west of said lots in Filing No. 1 of Willowbrook Meadows Subdivision as amended, inclusive of the properties are locations for solar collector panels to enable the improvements to be constructed thereon to be heated by solar heat. As to these certain lots there is hereby granted for the use and benefit of such Lot a solar easement. Said easements are for the purpose of allowing uninterrupted sunlight to the solar collectors. The location of said easements is described as follows:

(a) The minimum height, above which the solar easement shall not be penetrated, is determined by the extension of a plane commencing along the entire Southerly eave of the housing unit group; but in no event shall said minimum height plane commence at height of less than 12.00 feet above the finished first floor level of the housing unit group. The minimum height plan shall extend in a Southerly direction at an upward ascending angle of 17°00'00" (see attached Exhibit A), and said Southerly extension shall be for a distance of 150.00 feet or to the boundaries of the Properties, whichever is encountered first.

(b) The maximum height of the easement shall be determined by vertical planes commencing along the roof peak, or ridge line, of the roofs within the housing unit group. Said vertical maximum height planes shall extend upward for a distance of 150.00 feet. Wherever the roofs within a housing unit group do not form a single, straight ridge line, said vertical maximum height planes shall be connected by additional vertical height planes which commence along the lot lines between

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those lots which are adjacent and within a single housing unit group but which do not form a single, straight roof peak or ridge line. These additional vertical planes shall also extend upward 150.00 feet, and shall be perpendicular to those vertical maximum height planes described herein. (See attached Exhibits A and B.)

(c) The Westerly boundary of the easement shall be a vertical plane commencing along a vertical line from the roof peak, or ridge line, and extending downward along the Westerly wall of the housing unit group to a point in a horizontal plane with the lowest point(s) of the minimum height plane. Said vertical Westerly boundary plane shall extend South 35°00'00" West to the outer terminus lines of the minimum height and vertical maximum height planes, and/or the outermost boundary plane (hereinafter described), whichever is encountered first. (See attached Exhibit B.)

(d) The Easterly boundary of the easement shall be a vertical plane commencing along a vertical line running from the roof peak, or ridge line, and extending downward along the Easterly wall of the housing unit group to a point in a horizontal plane with the lowest point(s) of the minimum height plane. Said vertical Easterly boundary plane shall extend South 53°00'00" West to the outer terminus lines of the minimum height and vertical maximum height planes, and/or the outermost boundary plane (hereinafter described), whichever is encountered first. (See attached Exhibit B.)

(e) The outermost boundary plane shall commence along the outer terminus line of the minimum height plane and extended upward and Northerly to the upper terminus line of the vertical maximum height planes. (See attached Exhibit A.)

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All that air space located within the above-described planes shall constitute the area of the solar easement. No structure or improvement shall arise above the minimum height plane and penetrate any solar easement, except deciduous trees.

The Lots which are benefited and burdened by such solar easements are as follows:

- Lot 10, Block A shall include solar easements over Lots 2, 3, 4, in Block A plus open space to the east of said lot.
- Lot 2, Block A shall include solar easements over Lots 3, 4, 5 in Block A plus open space to the east of said lot.
- Lot 3, Block A shall include solar easements over Lots 4, 5, 6 in Block A plus open space to the south and east of said lot.
- Lot 4, Block A shall include solar easements over Lots 5 and 6 in Block A plus open space to the south and east of said lot.
- Lot 5, Block A shall include solar easements over Lot 6 in Block A plus open space to the south and east of said lot.
- Lot 6, Block A shall include solar easements over open space to the south and east of said lot.
- Lot 16, Block A shall include solar easements over Lots 13, 14 and 15 in Block A and open space to the west of said lot.
- Lot 22, Block A shall include solar easements over Lots 7, 8 and 21 in Block A and open space to the west of said lot.
- Lot 1-D, Block B shall include solar easements over Lot 1-D in Block A and open space to the east of said lot.
- Lot 2, Block B shall include solar easements over Lot 1-D, Block B and open space to the east of said lot.
- Lot 4, Block B shall include solar easements over Lots 1-D, 2 and 3 in Block B and open space to the south and east of said lot.
- Lot 5, Block B shall include solar easements over Lots 1-D and 2 in Block B and open space to the south and east of said lot.

Lot 7, Block B

shall include solar easements over Lot 6-T in Block B and open space to the south and east of said lot.

Lot 8, Block B

shall include solar easements over Lots 6-T and 7 in Block B and open space to the south and east of said lot.

Lot 9A, Block B

shall include solar easements over Lots 3, 4 and 5 in Block B and open space to the south and east of said lot.

Lot 9B, Block B

shall include solar easements over Lots 3, 4, 5 and 9A in Block B and open space to the east of said lot.

Lot 10-A, Block B

shall include solar easements over Lots 3, 4, 5 and 9B in Block B and open space to the south and west of said lot.

Lot 10-B, Block B

shall include solar easements over Lots 3, 4, 11 and 12 in Block B and open space to the west of said lot.

Lot 11, Block B

shall include solar easements over Lots 12, 13 and 14 in Block B and open space to the south and west of said lot.

Lot 12, Block B

shall include solar easements over Lots 13, 14 and 15 in Block B and open space to the south and west of said lot.

Lot 13, Block B

shall include solar easements over Lots 14, 15 and 16 in Block B and open space to the south and west of said lot.

Lot 14, Block B

shall include solar easements over Lots 15, 16 and 17 in Block B and open space to the west of said lot.

Lot 15, Block B

shall include solar easements over Lots 16, 17 and 18 in Block B and open space to the west of said lot.

Lot 16, Block B

shall include solar easements over Lots 17 and 18 in Block B and open space to the south and west of said lot.

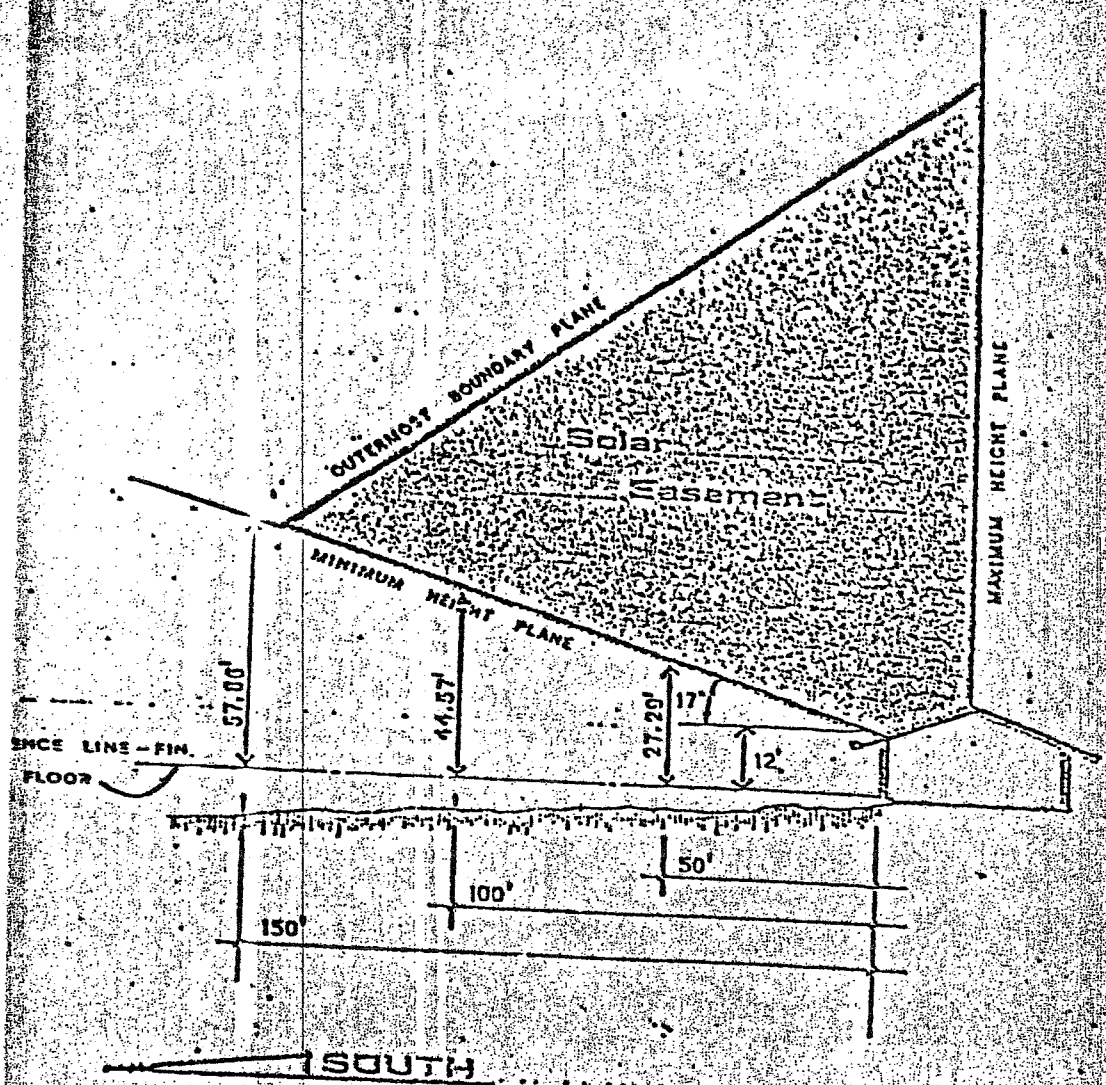
Lot 17, Block B

shall include solar easements over Lot 18 in Block B and open space to the south and west of said lot.

Lot 18, Block B

shall include solar easements over the open space to the south and west of said lot.

EXHIBIT "A"

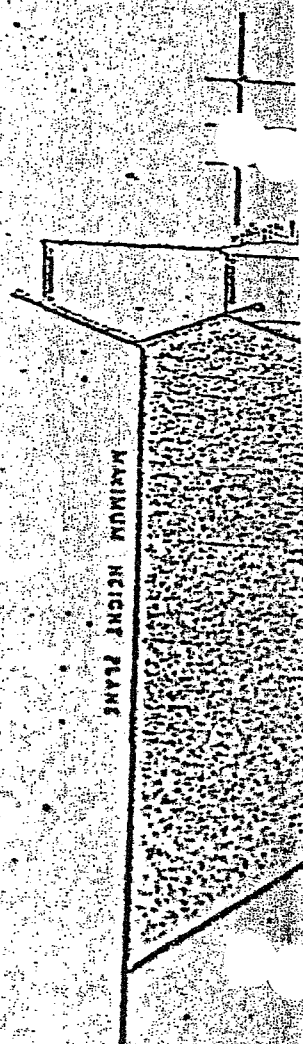
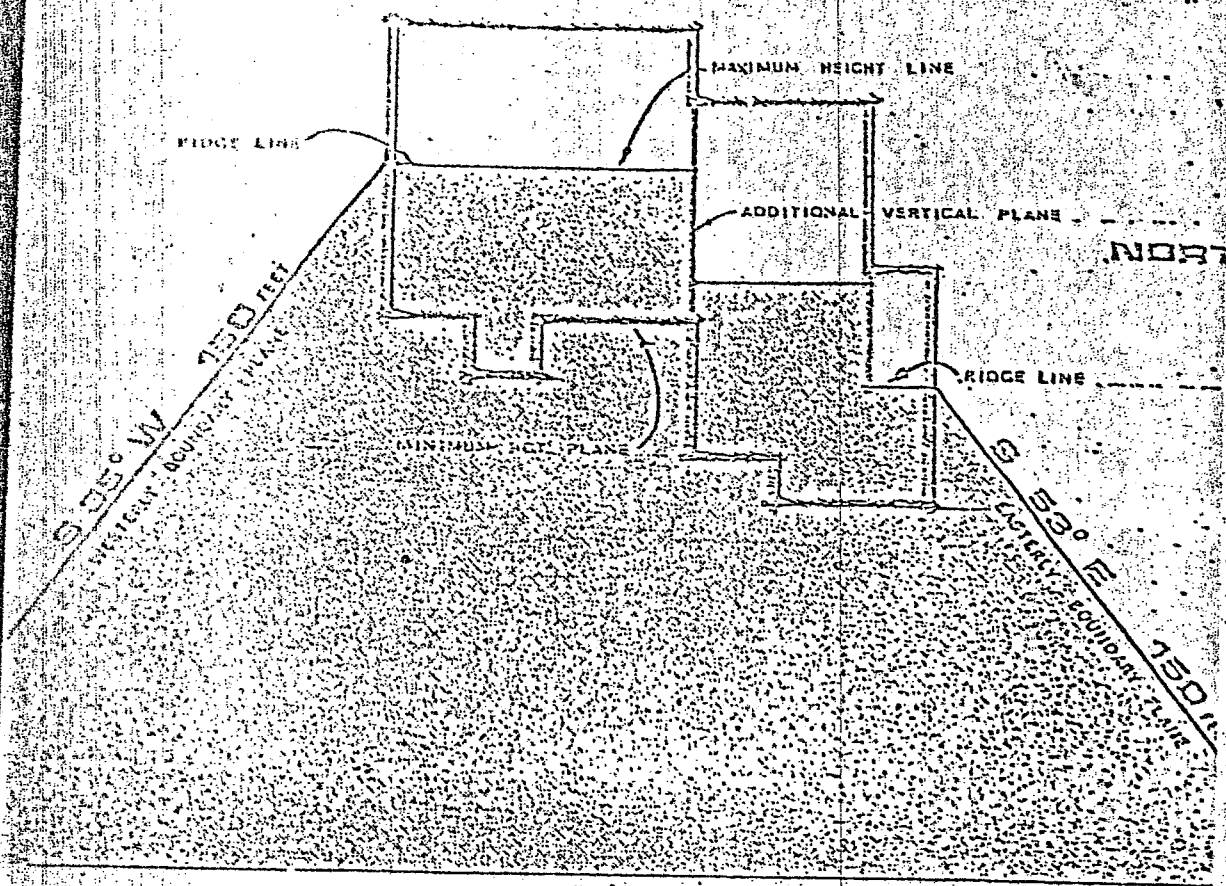


All that air space within the shaded area shall constitute the area of the solar easement. No structure or improvement shall rise above the minimum height plane and penetrate the solar easement, except those original, first-built structures constructed by Wonderland Hill Development Company and deciduous trees.

Lot 6-T in Block
and east of said lot.
over Lots 6-T and 7
the south and east of
over Lots 3, 4 and 5
the south and east of
over Lots 3, 4, 5 and
the east of said lot.
over Lots 3, 4, 5 and
the south and west of
over Lots 3, 4, 11 and
the west of said lot.
over Lots 12, 13 and
the south and west of
over Lots 13, 14 and
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over Lots 16, 17 and
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over Lots 17 and 18 in
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TYPICAL SOLAR EASEMENT