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Recorded at _____ o'clock _____ M., _____

Reception No. _____, Recorder.

ROAD EASEMENT

THIS EASEMENT, granted this ___ day of September, 2001, between Penelope C. Jensen and Robert K. Colwell, the Grantors, whose legal addresses are:

Penelope C. Jensen
415 Landerwood Lane
Chapel Hill, NC 27514

Robert K. Colwell
663 Mansfield City Road
Storrs, CT 06268

and Michael Skorka, the Grantee, whose legal address is:

Michael L. Skorka
5410 Pine Ridge Road
Golden, CO 80403

WITNESSETH, that the Grantors, for and in consideration of the sum of \$100 per year, payable on the anniversary date of this document, paid to the Grantors by the Grantee, an easement for the following purposes:

use of an easement ten (10) feet in width on the portions of the existing road (herein, "road") (described below) that lie on Grantors' property (one portion crosses U.S. Forest Service property), over and across the Grantors' property for ingress and egress to the Grantee's property (described below), including ingress and egress of the Grantee's agents, employees, guests, licensees and invitees, by motor vehicle or on foot over and across the following described parcels of real property belonging to the Grantors, situate in the County of Park and State of Colorado to wit:

Township 8 South, Range 72 West, 6th P. M.
Section 12: NW/4NW/4
Section 1: S/2SW/4, NE/4SW/4, SE/4NW/4

BEGINNING at a location on Park County Road No. 70 situate near the South limit the NW/4NW/4 of Section 12, T8S, R72W, 6th PM approximately 31 feet Easterly of an unnamed draw that crosses such Park County Road No. 70 ;

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THENCE, Northerly along and to the East of such unnamed draw across the said NW/4NW/4 of Section 12, turning Northeasterly and to the South of such unnamed draw into and across the S/2SW/4 of Section 1, T8S, R72W, 6th PM. (which property belongs to the Grantors);

[Solely for purposes identification of the road in question:

THENCE, Northeasterly across the N/2SE/4SW/4 of Section 1, T8S, R72W, 6th PM (which property belongs to the U.S. Forest Service), to a place where the road crosses Holmes Creek and joins another road that follows Holmes Gulch to the East of Holmes Creek (the latter road is shown on USGS topographic maps);]

THENCE, Northerly along Holmes Gulch across the NE/4SW/4 and the SE/4NW/4 of Section 1, T8S, R72W, 6th PM (which property belongs to the Grantors);

This easement is for the benefit of the Grantee for ingress and egress to that land, or any part thereof, situate in the County of Park and State of Colorado, and described as:

Lot 4 in Section 1, Township 8 South, Range 72 West of the 6th P.M., County of Park, State of Colorado.

This easement shall expire upon sale, gift, or transfer by Grantee of all or part of the above described property to any other person. Grantee agrees to notify Grantors in writing of any sale, gift, or transfer by Grantee of all or part of the above described property to any other person. At such a time, however, the Grantors would intend to work with any new owner or owners to develop a new easement suitable to both Grantors and owners.

The road subject to this easement will be maintained by the Grantors in a condition suitable for the purpose of vehicular access to their own property for agricultural and personal uses. Any maintenance and repair of the road beyond conditions deemed necessary for these uses by the Grantors (a) will be done at the sole expense of Grantee, or at the joint expense of the Grantee and other holders of ingress/egress easements on this road, and (b) may be made only with Grantors' written consent. Any arrangements with other easement holders will be at the Grantee's discretion and on the Grantee's initiative. No trees may be removed as part of any maintenance or repair initiated by the Grantee.

The road subject to this easement is a primitive road, and it will remain so. Grantee understands that the road is frequently impassable to vehicles in the late fall, winter, and early spring months due to snow or mud. Grantee represents that he is aware of the primitive nature of the road and assumes the duty to inform his agents, employees, guests, licensees and invitees of the nature of the road and its condition as of the time of their use. Grantee agrees to defend, indemnify and hold Grantors harmless with respect to any damages or injury incurred by Grantee, his agents, employees, guests, licensees and invitees relating to or arising from use of the road. No improvements to the road,

including but not limited to realignment, widening, or paving (as opposed to maintenance or repair) may be made without Grantors' written consent, and will, if approved, be at the Grantee's sole expense.

This easement is strictly for ingress and egress by the route specified above. Recreational or agricultural use of the road subject to this easement, for purposes including but not limited to grazing, horseback riding, four-wheeling, motorbike racing, camping, hunting, wood-gathering, and mineral or artifact gathering, is expressly excluded. No access by any means to lands owned by the Grantors but not subject to this easement is granted or implied by this easement.

Grantors make no representations or warranties relating to the condition of the road as it passes over land owned by the Forest Service or to the Forest Service's position concerning use of that portion of the road by Grantors and Grantee or their respective agents, employees, guests, licensees and invitees. Grantors assume no duty to Grantee by this Easement with respect to any issue relating to the Forest Service.

The Grantee will in no way hinder or prevent the proper and reasonable use and enjoyment of the property through with the easement is granted.

By his acceptance of this Easement, Grantee disclaims any claim that the road subject hereto is a public road under any federal, state or local law, or that an easement has vested in Grantee or his predecessors in interest through prescription, adverse use, or other means.


Robert K. Colwell
Grantor

STATE OF CONNECTICUT)) SS.
COUNTY OF TOLLAND)

The foregoing instrument was acknowledged before me this 31st day of ~~September~~ August 2001.

Witness my hand and official seal. 
My commission expires _____, Notary Public

My Commission Exp. Feb. 25, 2005

Penelope C. Jensen
Penelope C. Jensen
Grantor

STATE OF Montana)
COUNTY OF Gallatin) SS.

The foregoing instrument was acknowledged before me this 4th day of September, 2001.

Witness my hand and official seal.

My commission expires July 15, 2001, Katharine Flurry, Notary Public

Michael L. Skorka
Michael L. Skorka
Grantee

STATE OF COLORADO)
COUNTY OF Arapahoe) SS.

The foregoing instrument was acknowledged before me this 16 day of April, 2001 2002

Witness my hand and official seal.

My commission expires _____, Rebecca R. Potte, Notary Public

My Commission Expires 11/30/2004