

June 2009

ROAD EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, is made this 22 day of June, 2009, by and between Paul A Lavelle, George A. Lavelle, Margaret P. Lavelle, Joseph L. Krueger, Paulette M. Krueger Clark T. Kelley, Mary E. Kelley, Kerry R. Ferguson and Sheri L. Ferguson.

I. RECITALS

- 1.1 Paul A. Lavelle is the owner of the tract of land described as:

Lot 60A, Block 1, Trout Haven, 5th Filing
COUNTY OF TELLER
STATE OF COLORADO

(and which will hereinafter be referred to as "Lot 60A") upon which Paul A. Lavelle desires to convey a non-exclusive driveway easement to George A. Lavelle, Margaret P. Lavelle, Joseph L. Krueger, Paulette M. Krueger Clark T. Kelley, Mary E. Kelley, Kerry R. Ferguson and Sheri L. Ferguson ("Grantee I").

- 1.2 Kerry R. Ferguson and Sheri L. Ferguson are the owners of the tract of land described as:

Lot 8 Colorado Woodland Estates
COUNTY OF TELLER
STATE OF COLORADO

(and which will hereinafter be referred to as "Lot 8") upon which Kerry R. Ferguson and Sheri L. Ferguson desire to convey a non-exclusive driveway easement to Paul A. Lavelle, George A. Lavelle, Margaret P. Lavelle, Joseph L. Krueger, Paulette M. Krueger, Clark T. Kelley and Mary E. Kelley ("Grantee II").

- 1.3 Clark T. Kelley and Mary E. Kelley are the owners of the tract of land described as:

Lot 7 Colorado Woodland Estates
COUNTY OF TELLER
STATE OF COLORADO

(and which will hereinafter be referred to as "Lot 7").

- 1.4 Joseph L. Kreuger and Paulette M. Krueger are the owners of the tract of land described as:

Lot 6 Colorado Woodland Estates,
COUNTY OF TELLER
STATE OF COLORADO

(which will hereinafter be referred to as ("Lot 6").

1.5 The consideration for the easement hereinafter granted consists of the mutual covenants and grants herein exchanged between the parties, the receipt and sufficiency of which are hereby confessed and acknowledged.

1.6 The portion of a 60 foot easement as shown on Plat of Colorado Woodland Estates recorded July 16, 1993 under Rec. No. 409204 and as described in Warranty Deed recorded October 20, 1993 under rec. No. 412631 (book 700 pages 85 and 86) over and across Lot 60A and Lot 8 and a portion of the easement over Lot 9 is vacated from the point of origin at the junction with Cochetopa Road to point 41 as shown in Exhibit B and is replaced with Easement A and Easement B as later defined herein.

THEREFORE, it is agreed as follows:

II. ROAD EASEMENT

2.1 Paul A. Lavelle hereby grants and conveys unto Grantee I, its successors and assigns, a non-exclusive easement over and across that strip of land described in Exhibit A which is included within Lot 60A, for use by Grantee I, its successors, assigns, agents, employees, guests and invitees for road access, subject to the terms, conditions and provisions hereinafter set forth. The easement created by this Section II will be referred to as Easement A throughout this document.

2.2 Kerry R. Ferguson and Sheri L. Ferguson hereby grant and convey unto Grantee II, its successors and assigns, a non-exclusive easement over and across that strip of land described in Exhibit A which is included within Lot 8, for use by Grantee II, its successors, assigns, agents, employees, guests and invitees for road access, subject to the terms, conditions and provisions hereinafter set forth. The easement created by this Section II will be referred to as Easement B throughout this document.

III. MAINTENANCE

3.1 From the date of this Agreement forward, the Parties shall share equally the responsibility to maintain the Road Easement in good condition and repair. A vote of 3 of the 5 property owners shall be required to approve any expenditures for Easement A and Easement B.

IV. ENFORCEMENT

4.1 Injunctive relief shall be available in the event of violations or threatened violations of this Agreement. Each party agrees that, upon request of the other party, it will certify from time to time to any person designated that there are no breaches of this Agreement. If either party fails to respond to such a request within 20 days of the date of request, any existing breaches of this Agreement shall be deemed waived by the non-responding party.

4.2 This Agreement and the terms, conditions and provisions hereof may be enforced by any of the parties hereto and their successors and assigns; and in the event legal or administrative suits or proceedings are brought against any party (whether a party to this instrument or not) for purpose of such enforcement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorneys' fees.

V. SUBSEQUENT OWNERS

5.1 The easement granted herein is appurtenant to those lands of each of the parties hereto and such easement may not be transferred, assigned or conveyed apart or separately from such lands.

5.2 All provisions of this Agreement, including all benefits and burdens affecting the Lot 60A, and Lots 6, 7, 8 and 9, shall run with the lands owned by the parties hereto and shall be binding upon and shall inure to the benefit of the heirs, assigns, successors and personal representatives of the parties hereto, subject to the provisions hereof.

VI. GENERAL

6.1 Both parties agree that neither will make use of the easement created by this document in a manner inconsistent with the other's right of access to and use thereof. Without limiting the generality of the preceding sentence, both parties agree not to park vehicles on the Road Easement, or place or store any equipment or materials, or place or construct any new structures or gate, whether temporary or permanent, on the Road Easement.

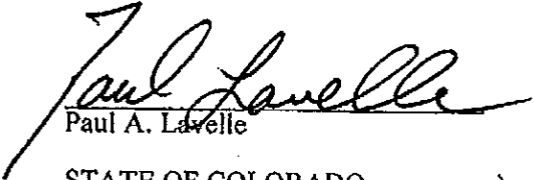
6.2 Reservations. Exclusive use of the easement created by this document is not hereby granted. Paul A. Lavelle further reserves all minerals and non-tributary water in and under Lot 60A, together with the right to use the surface or subsurface thereof. Kerry R. Ferguson and Sheri L. Ferguson further reserve all minerals and non-tributary water in and under Lot 8, together with the right to use the surface or subsurface thereof.

6.3 Liability/Indemnification. Grantee I agrees to indemnify and hold harmless Paul A. Lavelle from any liability incurred as a result of the use of the easement by Grantee I, its agents, employees, tenants, guests or invitees. Grantee II agrees to indemnify and hold harmless Kerry R. Ferguson and Sheri L. Ferguson from any liability incurred as a result of the use of the easement by Grantee II, its agents, employees, tenants, guests or invitees.

6.4 Survey. Attached to this document as Exhibit B is a Plat which generally shows the location of the land described in Exhibit A as Easements A and B.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK


Paul A. Lavelle

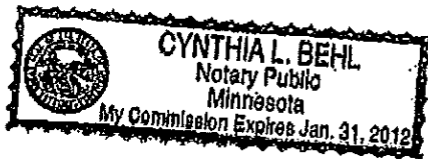
STATE OF COLORADO }
COUNTY OF TELLER } ss.

The foregoing instrument was acknowledged before me this 9 day of
June, 2009, by Paul A. Lavelle

Witness my hand and official seal.
My commission expires:

Jan 31, 2012


Notary Public



Clark T. Kelley
Clark T. Kelley

Mary E. Kelley
Mary E. Kelley

~~STATE OF~~ District of }
~~COUNTY OF~~ Columbia } ss.

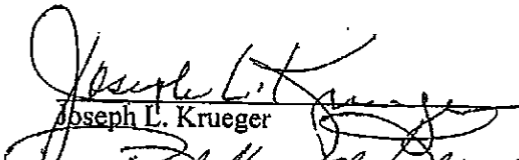
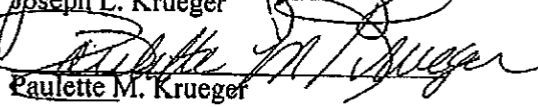
The foregoing instrument was acknowledged before me this 18th day of March, 2009, by
Clark T. Kelley and Mary E. Kelley.

Witness my hand and official seal.
My commission expires:



[Signature]
Notary Public

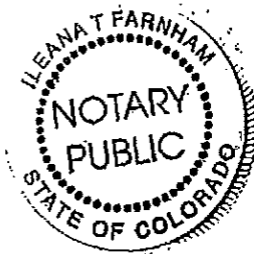
Joseph P. Goheen
Notary Public District of Columbia
My Commission Expires 04/14/13



Joseph L. Krueger

Paulette M. Krueger

STATE OF COLORADO }
COUNTY OF TELLER } ss.

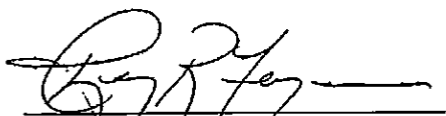
The foregoing instrument was acknowledged before me this 13 day of April,
2009 by Joseph L. Krueger and Paulette M. Krueger.

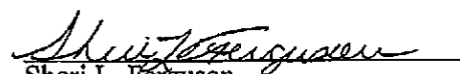
Witness my hand and official seal.
My commission expires:




Notary Public

My commission expires June 7, 2010

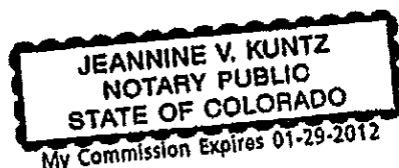

Kerry R. Ferguson

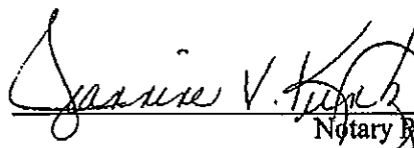

Sheri L. Ferguson

STATE OF COLORADO }
COUNTY OF TELLER } ss.

The foregoing instrument was acknowledged before me this 10th day of April, 2009, by Kerry R. Ferguson and Sheri L. Ferguson.

Witness my hand and official seal.
My commission expires: 1/29/12




Notary Public

George A. Lavelle
George A. Lavelle

Margaret A. Lavelle
Margaret A. Lavelle

STATE OF COLORADO }
COUNTY OF ~~TELLER~~ } ss.
 21 Paso

The foregoing instrument was acknowledged before me this 8th day of April, 2009, by George A. Lavelle and Margaret A. Lavelle.

Witness my hand and official seal.
My commission expires: 7/12/09



[Signature]
Notary Public

LEGAL DESCRIPTIONS:

EASEMENT "A"

A FORTY (40) FOOT WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT OVER AND ACROSS A PORTION OF LOT 60A (FORMERLY LOTS 60 AND 61), BLOCK ONE, TROUT HAVEN ESTATES - FIFTH FILING, THE PLAT OF WHICH WAS RECORDED JUNE 23, 1967 UNDER RECEPTION NUMBER 15172 OF THE RECORDS OF TELLER COUNTY, COLORADO, LOCATED IN SECTION 15, TOWNSHIP 13 SOUTH, RANGE 70 WEST OF THE 6TH P.M., TELLER COUNTY, COLORADO, LYING TWENTY (20) FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST LINE SAID LOT 60A FROM WHICH THE NORTHEAST CORNER SAID LOT 60A AS MONUMENTED WITH A NOMINAL 3/4" o.d. IRON PIPE, BEARS N 00° 23' 43" W A DISTANCE OF 73.83 FEET; THENCE S 72° 54' 08" W A DISTANCE OF 70.51 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 15° 55' 34" A RADIUS OF 163.89 FEET AND AN ARC LENGTH OF 45.56 FEET, THE CHORD OF WHICH BEARS S 64° 56' 21" W A DISTANCE OF 45.41 FEET; THENCE S 56° 58' 34" W ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 96.21 FEET TO A POINT ON THE SOUTHWESTERLY LINE SAID LOT 60A AND THE NORTHERLY RIGHT-OF-WAY LINE OF COCHETOPA ROAD AS SHOWN ON SAID PLAT OF TROUT HAVEN ESTATES - FIFTH FILING.

EASEMENT "B"

A FORTY (40) FOOT WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT OVER AND ACROSS A PORTION OF LOT 8, COLORADO WOODLAND ESTATES, THE PLAT OF WHICH WAS RECORDED JULY 16, 1993 UNDER RECEPTION UMBER 409204 OF THE RECORDS OF TELLER COUNTY, COLORADO, LOCATED IN SECTION 15, TOWNSHIP 13 SOUTH, RANGE 70 WEST OF THE 6TH P.M., TELLER COUNTY, COLORADO, LYING TWENTY (20) FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE WEST LINE SAID LOT 8, AND ON THE EAST LINE OF LOT 60A (FORMERLY LOTS 60 AND 61), BLOCK ONE, TROUT HAVEN ESTATES - FIFTH FILING, THE PLAT OF WHICH WAS RECORDED JUNE 23, 1967 UNDER RECEPTION NUMBER 195172 OF THE RECORDS OF TELLER COUNTY, COLORADO, FROM WHICH THE NORTHEAST CORNER SAID LOT 60A AS MONUMENTED WITH A NOMINAL 3/4" IRON PIPE, BEARS N 00° 23' 43" W A DISTANCE OF 73.83 FEET; THENCE N 72° 54' 08" E A DISTANCE OF 9.08 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 40° 43' 12" A RADIUS OF 66.96 FEET AND AN ARC LENGTH OF 47.59 FEET, THE CHORD OF WHICH BEARS N 52° 32' 32" E A DISTANCE OF 46.60 FEET; THENCE N 32° 10' 56" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 44.61 FEET; THENCE ON A CURVE TO THE RIGHT WHICH CURVE HAS A CENTRAL ANGLE OF 111° 28' 28" A RADIUS OF 44.28 FEET AND AN ARC LENGTH OF 86.15 FEET, THE CHORD OF WHICH BEARS N 87° 55' 10" E A DISTANCE OF 73.19 FEET; THENCE S 36° 20' 36" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 20.00 FEET; THENCE ON A CURVE TO THE RIGHT WHICH CURVE HAS A CENTRAL ANGLE OF 18° 21' 54" A RADIUS OF 124.14 FEET AND AN ARC LENGTH OF 39.79 FEET, THE CHORD OF WHICH BEARS S 27° 09' 39" E A DISTANCE OF 39.62 FEET. THENCE S 17° 58' 41" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 76.03 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE SAID LOT 8, SAID LINE BEING IDENTICAL WITH THE CENTER LINE OF THAT 80' PRIVATE INGRESS AND EGRESS EASEMENT SHOWN ON THE AFOREMENTIONED PLAT OF COLORADO WOODLAND ESTATES.



Looted in Section 14, Township 23 South, Range 70 West, 6th P.M.

