



659012 02/18/1997 04:27P B1273 P701 23
1 of 10 R 51.00 D 0.00 N 0.00 FREMONT COUNTY, COL

4:27P
51.00
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AGREEMENT TO CONVEY ACCESS EASEMENT

This Agreement made effective as of December 31, 1996,
by and between Sheldon Allen Burris (of 7014 West Rainbow Creek
Road, Sedalia, Colorado 80135), Dean Weed, Harold Weed, Jr.,
Leona Pochedly and Delores Diehl (all of 40701 County Road 55,
Laird, Colorado 80739), hereinafter referred to as "Owners" and
Ross Springs Development, Inc. (of P.O. Box 1029, Glendale,
Arizona 85311), hereinafter referred to as "Grantee."

The parties agree as follows:

SECTION ONE
CONVEYANCE OF EASEMENT

Owners hereby agree to grant and convey, for an indefinite period
from the effective date of the conveyance, to Grantee an easement
for access purposes over and across the property owned separately
by Owners and described as follows:

Tract 41, located in Section 35 of Township 19 South, Range
73 West of the 6th P.M., Fremont County, Colorado (Burris
Tract)

Tract 42, located in Section 35 of Township 19 South, Range
73 West of the 6th P.M., Fremont County, Colorado (Diehl,
Weed, Pochedly Tract)

M & B

Said easement shall be conveyed pursuant to a separate document,
and will be described as follows:

An Easement for ingress/egress and maintenance only
over and across portions of U.S. Government Tracts 41
and 42, Section 35, Township 19 South, Range 73 West of
the 6th P.M., Fremont County, Colorado; being 15' on
each side of the following described centerline:

Beginning at a point in the centerline of an existing
County Road known as Road Gulch Road from which the
northeast corner of said U.S. Government Tract No. 42
bears N 05-11-22 E for 946.62'; thence on the following
21 courses;

- 1) N 15-14-15 E, 20.83'
- 2) N 08-47-26 E, 256.73'
- 3) N 59-15-02 E, 69.71'
- 4) N 31-41-11 E, 29.18'
- 5) N 00-26-30 W, 40.08'

- 6) N 56-18-19 W, 62.56'
- 7) N 02-45-38 E, 116.90'
- 8) N 03-38-39 W, 206.37'
- 9) N 52-19-30 W, 78.99'
- 10) N 10-12-02 E, 58.48'
- 11) N 76-06-58 W, 341.46'
- 12) N 54-45-58 W, 248.10'
- 13) N 67-09-02 W, 588.71'
- 14) N 56-09-48 W, 179.35'
- 15) N 70-08-16 W, 142.98'
- 16) N 81-51-47 W, 112.65'
- 17) N 64-50-53 W, 287.99'
- 18) N 49-30-05 W, 190.20'
- 19) N 72-28-58 W, 395.30'
- 20) N 26-48-54 W, 213.79'
- 21) N 37-05-51 W, 315.06' to the point of terminus
(P.O.T.) from which the Northeast corner of U.S.
Government Lot Tract 40D bears N 00-11-02 E for 24.74'.

Note: It is understood in the preceding easement description that the sidelines shall extend or foreshorten as necessary to intersect as follows:

- The Centerline of Road Gulch at the point of beginning
- The East Line of U.S. Government Tract No. 40D, Section 35, Township 19 South, Range 73 West of the 6th P.M. at the point of terminus.

SECTION TWO
CONSTRUCTION

This easement described above shall be constructed by Grantee at its sole cost and expense. The roadway shall be constructed and maintained of the following material: dirt and rock.

Due to the fragile nature of the soil, and to minimize the damage done to the Owners by this easement, the contractor shall be limited to staying on the roadway construction area with the exception that two or three turn-around areas may be utilized. The anticipated actual road width shall not exceed 20-30 feet. The width of the easement for construction shall be 45 feet, however, all parties agree that the full 45 feet shall not be used whenever possible.

The contractor shall cut only those trees that directly affect the roadway. The contractor shall dispose of all tree limbs and brush to an appropriate disposal area.



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The construction of this easement shall be completed no later than four (4) to six (6) months following all parties' signatures to this document.

SECTION THREE
MAINTENANCE

Grantee for itself, its heirs, successors and assigns, covenants with Owners, their heirs and assigns, that Grantee, from time to time, and at all times after the effective date of this instrument, at its own cost and expense, will repair and maintain, in a proper, substantial, and worker-like manner, the above-described easement up to the point of access to its property. For purposes of this Section Three, the Ross Springs Development Homeowners' Association is specifically included as a successor or assign of the Grantee as set forth herein.

SECTION FOUR
FENCING

A smooth wire "range" fence will be constructed along both sides of road easement. Details of fence construction shown on separate sheet. To avoid excessive changes in direction of fence line, location of wire fence can vary from 15 to 45 feet from the center line of the road easement, however, this exception is limited to those three areas identified by an asterisk on the fence specification drawing attached hereto. Metal "PRIVATE PROPERTY - NO TRESPASSING" signs (with a minimum size of 12" x 18") facing the roadway will be placed at 200 feet maximum intervals along the fence. The expenses for the construction of said fence and placement of signs will be the responsibility of Grantee. Owners will assume the ownership and maintenance responsibilities of fence and signs. As with the construction of the easement itself, the erection of the fencing is to be completed no later than four (4) to six (6) months following all parties' signatures to this document.

SECTION FIVE
GATE

Grantee will provide a solar-powered, electric-operated gate (details to be determined) and culvert on new road at intersection of Road Gulch. Ross Springs Ranch Homeowners' Association will assume ownership and maintenance responsibilities of this gate.

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SECTION SIX
CONSIDERATION

Grantee agrees to pay Owners the sum of Ten Dollars (\$10.00) for this easement on or before July 1, 1996. Tender of Grantee's valid check in the above-stated amount shall constitute a sufficient tender of payment under this Agreement. Upon proper tender, Owners will grant and convey by easement the above-described easement simultaneously with the receipt of payment.

SECTION SEVEN
BUREAU OF LAND MANAGEMENT (BLM) ACCESS

Owners shall have access to Bureau of Land Management (BLM) land, located west of Ross Springs Development, Inc., over and across all existing roads located within Ross Springs Development, Inc.

SECTION EIGHT
EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

SECTION NINE
NOTICES

Any notice provided for or concerning this Agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

SECTION TEN
GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

SECTION ELEVEN
ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**SECTION TWELVE
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation/rights assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed this _____ day of _____, 1996, on the dates indicated below.

Date: February 10, 1997

Sheldon Allen Burris
Sheldon Allen Burris, Owner

Date: December 30, 1996

Harold Weed, Jr.
Harold Weed, Jr., Owner

Date: December 19, 1996

Delores Diehl
Delores Diehl, Owner

Date: November 15, 1996

Dean Weed
Dean Weed, Owner

Date: November 29, 1996
~~November 15, 1996~~

Leona Pochedly
Leona Pochedly, Owner

Date: JAN. 12, 1997
~~November 29, 1996~~

Art Martori
Ross Springs Development,
Inc., Grantee
By: Art Martori, President

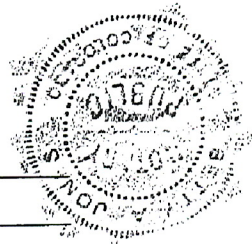
STATE OF COLORADO)
County of Arapahoe) ss.

The foregoing instrument was acknowledged before me on
2/10, 1997 by Sheldon Allen Burris, Owner.

WITNESS my hand and official seal.

My commission expires:

9/24/98
Betty A. Jones
Notary Public



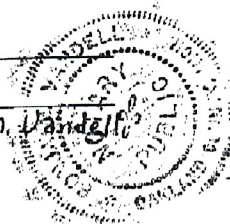
STATE OF MICHIGAN)
County of Oakland) ss.

The foregoing instrument was acknowledged before me on
Nov 15, 1996 by Dean Weed, Owner.

WITNESS my hand and official seal.

My commission expires:

10-03-00
Sonja M. Vandell
Notary Public Sonja M. Vandell



STATE OF CALIFORNIA)
County of San Angeles) ss.

The foregoing instrument was acknowledged before me on
12 30 96, 1996 by Harold Weed, Jr., Owner.

WITNESS my hand and official seal.

My commission expires:

9-15-99
Mary L. Marchetti
Notary Public



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STATE OF OHIO)
County of Cuyahoga) ss.

The foregoing instrument was acknowledged before me on December 29, 1996 by Leona Pochedly, Owner.

WITNESS my hand and official seal. SANDRA A. MERCURIO
Notary Public - State of Ohio
My Commission Expires July 23, 2001

Sandra A. Mercurio
Notary Public

STATE OF COLORADO)
County of Lafayette) ss.

The foregoing instrument was acknowledged before me on December 19, 1996 by Delores Diehl, Owner.

WITNESS my hand and official seal.
My commission expires: 3.28.98

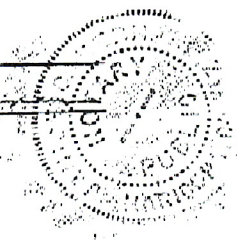
Melba Deighton
Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me on 1-12, 1998 by Art Martori, President of Ross Springs Development, Inc., Grantee.

WITNESS my hand and official seal.
My commission expires: May 8, 2000

James A. Martori
Notary Public



URRIS 9-4-96

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**Burris
Tract 40**

[*] ONLY TO AVOID EXCESSIVE OR SHARP BENDS
IN FENCE LINE, ALONG INDICATED AREAS OF
EASEMENT FENCE MAY BE UP TO 45 FEET
FROM CENTER LINE OF EASEMENT.
IN ALL OTHER AREAS, FENCE MUST BE WITHIN
15 FEET OF CENTERLINE OF EASEMENT.

**Diel, Weed, Pochedly
Tract 41**

Road Guich
CR 28

ROAD EASEMENT
FENCE

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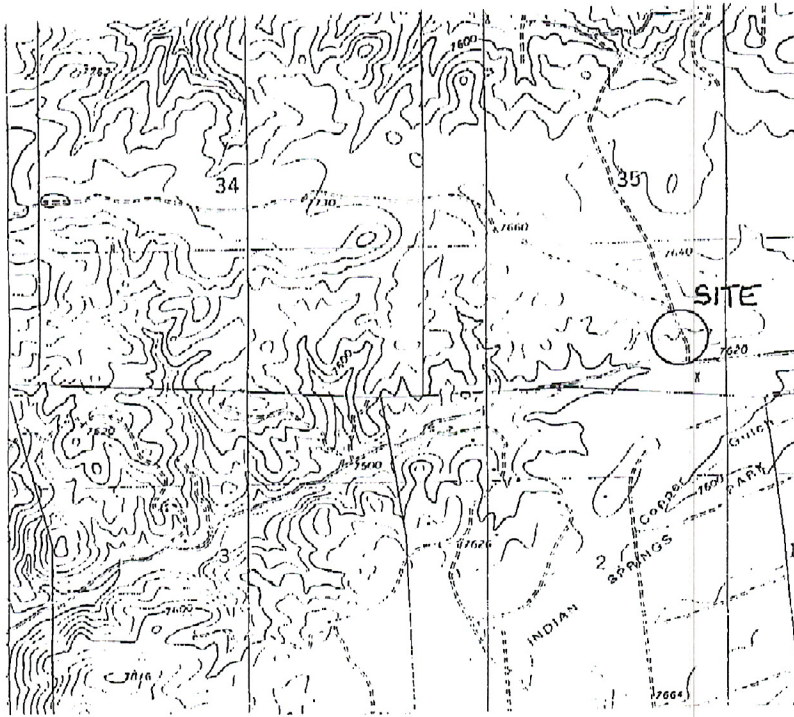
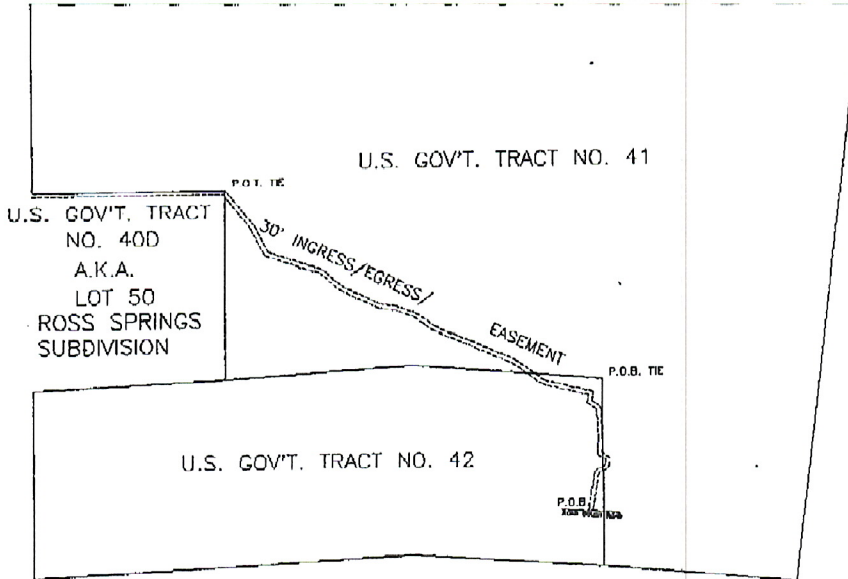
SKETCH OF ROSS SPRINGS EASEMENT

IN SECTION 35 , TOWNSHIP 19 SOUTH , RANGE 73 WEST OF THE 6th P.M.

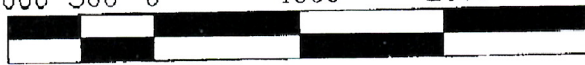
FREMONT COUNTY, COLORADO

BURRIS/WEED/POCHEDLY/DIEHL
TO
ROSS SPRINGS DEVELOPMENT , INC.

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FREMONT COUNTY,
F710 23
B1273
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1000 500 0 1000 2000 3000



1"=1000'

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Shy Surveyors & Assoc.

510 Main St. Westcliffe, Colorado 81252
Phone (719) 709-2347 Fax (719) 783-9367
JOB # 86-168 DATA FILE : HARTONL.DWG
NAME : HARTON,LEWIS PLOT FILE : HARTONL.PLT
FH # 138 DSC. FILE : HARTONL.DWG
DRAWN BY : ALW 07/25/96
CHECKED BY :

EVERY THIRD POST IS WOOD
(ONLY IN AREAS WHERE FENCE
CHANGES DIRECTION FREQUENTLY)

6-1/2" LONG x 4" DIAMETER
CCA-PRESSURE TREATED
WOOD POST (LINE POSTS ONLY)

6-1/2" LONG GREEN
HEAVY DUTY STEEL POST

12-1/2 GAUGE DOUBLE TWIST
SMOOTH WIRE
4 STRANDS
(FASTENED WITH CLIPS TO STEEL
POST AND SECURED WITH TENCING
STAPLES TO WOOD POSTS)

8" LONG x 5" DIAMETER
CCA-PRESSURE TREATED
WOOD POST
3 PLACES

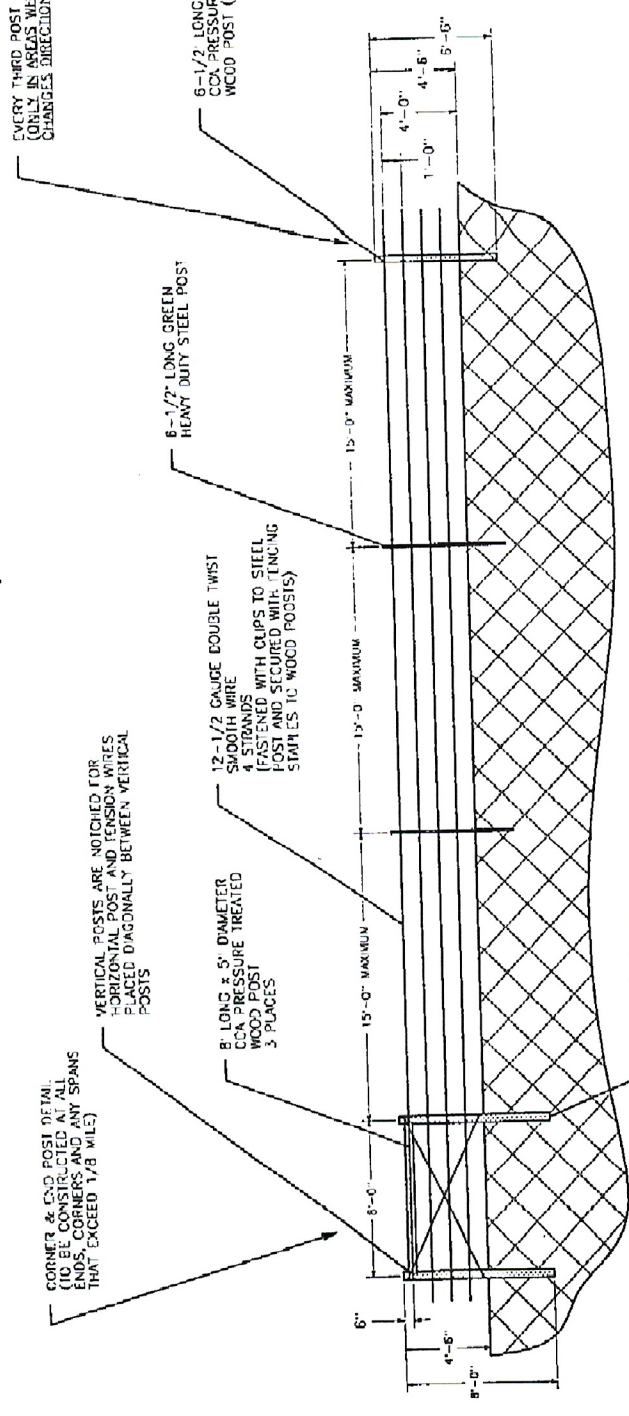
CORNER & END POST DETAIL
(TO BE CONSIDERED AT ALL
ENDS, CORNERS AND ANY SPANS
THAT EXCEED 1/8 MILE)

VERTICAL POSTS ARE NOTCHED FOR
HORIZONTAL POST AND TENSION WIRES
PLACED DIAGONALLY BETWEEN VERTICAL
POSTS

ALL POSTS MUST BE
FIRMLY TAMPED IN PLACE
(CONCRETE AROUND POST
IS NOT REQUIRED)



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FENCE DETAILS

ALLEN BLAIRS
4-9-96