

EASEMENT

THIS EASEMENT is made between DAN A. BAKER and CHERLYN J. BAKER (herein "Grantor") and the LAZY EH RANCH, a partnership organized under the laws of the State of Colorado (herein "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land in the County of Routt and State of Colorado (herein referred to as "Parcel 1"), described as follows:

A tract of land located in the W-1/2 SW-1/4 Sec. 13; S-1/2 SE-1/4 Sec. 14; W-1/2 NW-1/4, NE-1/4 NW-1/4 Sec. 24; and the W-1/2 NE-1/4 Sec. 23, all in T2N, R85W of the 6th P.M., Routt County, Colorado, described as that part of the W-1/2 SW-1/4 Sec. 13 lying South of County Road No. 6B; all of the W-1/2 NW-1/4 Sec. 24; all of the NE-1/4 NW-1/4 Sec. 24; that part of the SE-1/4 Sec. 14 lying South of County Road No. 6B and lying East of the East ROW of the Denver Rio Grande and Western Railroad; and that part of the W-1/2 NE-1/4 Sec. 23 lying East of the East ROW of the Denver Rio Grande and Western Railroad.

B. The Grantee is the owner of a tract of land in the County of Routt and State of Colorado (herein referred to as "Parcel 2"), described as follows:

Township 2 North, Range 84 West of 6th P.M.

Section 19 - SW-1/4,
Section 30 - N-1/2 NW-1/4

Township 2 North, Range 85 West of 6th P.M.

Section 24 - SE-1/4 SE-1/4,
N-1/2 S-1/2,
S-1/2 NE-1/4,
SE-1/4 NW-1/4,
NE-1/4 NE-1/4

Section 25 - NE-1/4 NE-1/4

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over and across that part of Parcel 1 (hereinafter referred to as the "Easement Premises") which is twenty feet in width on each side of the following described centerline:

The entire course of this easement is located in T2N, R 85W of the 6th P.M. The centerline of the easement commences on the West boundary of Parcel 1, 20 feet South of the NW corner of said Parcel 1; thence in an easterly direction 20 feet South of and parallel to the North boundary of Parcel 1, a distance of 2620 feet more or less, to a point which is 20 feet West of the East boundary of Parcel 1; thence in a southerly direction 20 feet West of and parallel to the East boundary of Parcel 1 for 1320 feet more or less, to a point which is 20 feet South and 20 feet West of the SE corner of the SW-1/4 of the SW-1/4 of Sec. 13; thence in an easterly direction 20 feet South of and parallel to the North boundary of the NE-1/4 of the NW-1/4 of Sec. 24 for 660 feet, more or less, to a point which is 680 feet West of the East boundary of the NE-1/4 of the NW-1/4 of Sec. 24; thence in a southerly direction 680 feet West of and parallel to the East boundary of the NE-1/4 of the NW-1/4 of Sec. 24

for 1300 feet, more or less, to the North boundary of Parcel 2 which is a point which is 680 feet West of the SE corner of the NE-1/4 of the NW-1/4 of Sec. 24.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, including the consideration specified in paragraph 1 below, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants are made:

1. Consideration. The Grantee hereby agrees, in consideration of the granting of this easement, to discontinue its appeal of the decision of the Bureau of Land Management of the United States Department of the Interior, File No. 4115.11(15)(161) concerning a 10-year grazing lease, the rights to which Grantor has acquired.

2. Grant of Easement. The Grantor hereby grants to the Grantee and its successors and assigns, forever, a perpetual right of way and easement over, under, and across the Easement Premises for the purposes of unlimited access to Parcel 2 and adjacent lands now or hereafter acquired or leased by Grantee.

3. Use of Easement Premises. Without limiting the generality of the foregoing, the Grantee may use the Easement Premises: for ingress and egress for livestock; vehicular and pedestrian passage over and upon the surface thereof; for any utility access over or under the Easement Premises as may be necessary for the use and enjoyment of Parcel 2; and for the construction of any road thereon which Grantee, in its sole discretion, may determine is necessary for Grantee's purposes. The right of Grantee to use the Easement Premises shall not be exclusive, and Grantor may use the said easement and right of way without limitation upon its usage, including the construction of a road thereon by Grantor, and may grant other persons such right of use so long as such use does not unreasonably interfere with Grantee's use of the Easement Premises.

4. Maintenance of Easement Premises. Any party to this Easement who constructs a road on the Easement Premises shall have the sole obligation to maintain and repair the Easement Premises, and the other party shall have no responsibility therefor.

5. Further Assurances. In the event that Grantor shall obtain a corrective deed or other instrument changing or clarifying the description of Parcel 1, or the parties, or either of them, shall require a more definite or corrected description of the Easement Premises, each party shall, upon a written demand of the other, execute and deliver such other instruments as the party giving notice shall reasonably require.

6. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon the heirs, assigns, successors, tenants, and personal representatives of the parties hereto. The Grantee may assign this Easement, or all or any part of its rights to all or any part of the Easement Premises, to Routt County for use as a County road.

7. Notice. Grantor's address is:

Dan A. Baker and
Cherlyn J. Baker
P.O. Box 194
Toponas, Colorado 80479

and Grantee's address is:

Lazy EH Ranch
Post Office Box 68
Yampa, Colorado 80483
Attn: Joe deGanahl II

Either party may lodge written notice of change of address with the other. All notices shall be sent by U. S. Mail to the addresses provided in this paragraph and shall be deemed given when placed in the mail.

8. Release of Easement. In the event the Easement Premises are no longer used for the purposes specified in paragraphs 2 and 3 hereof and Grantee has abandoned such use for a period of 15 years as evidenced by a failure by Grantee, its partners, agents, or employees, to cross Parcel 1 at any location during such period, the Grantee shall, at the request of the Grantor, terminate this Easement by executing and delivering to Grantor, in recordable form, a release of this Easement, whereupon all rights, duties and liabilities of Grantor and Grantee shall terminate.

In Witness Whereof, the Grantor has executed this instrument this 18th day of February 1980.

GRANTOR:

Dan A. Baker
Dan A. Baker

Cherlyn J. Baker
Cherlyn J. Baker

LAZY EH RANCH

By Joe deGanahl II
General Partner

STATE OF COLORADO)

COUNTY OF ROUTT)

SS.

The within and foregoing instrument was acknowledged before me this 18th day of February 1980 by Dan A. Baker and Cherlyn J. Baker.

WITNESS my hand and official seal.

My commission expires April 3, 1982.



Judyann M. Goulet
Notary Public

STATE OF COLORADO
COUNTY OF ROUTT

)
) SS.
)

The within and foregoing instrument was acknowledged before me this 18th day of February, 1980 by the Lazy Eil Ranch, a partnership, by Joe de la Haza, General Partner.

WITNESS my hand and official seal.

My commission expires April 8, 1982.



Judith M. Goulet
Notary Public