

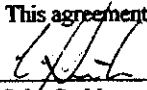
**EASEMENT AGREEMENT**

This agreement, entered into this 21 day of April, 2005, between C. John Smith of Crawford, Colorado herein referred to as "Smith" and W. Richard Moore of Crawford, Colorado, herein referred to as "Moore", is to set forth the terms and conditions under which Smith is granting an easements for access over a property owned by him as more particularly described on Exhibit "A" attached hereto and incorporated by reference herein.

The parties own adjacent parcels of real property located in Delta County, Colorado. Moore's property is more fully described in the attached Exhibit "B", incorporated by reference herein.

In consideration of the covenants and conditions set forth herein and the terms and conditions of a boundary adjustment agreement between the parties, Smith hereby grants to Moore a perpetual easement for access and utility placement across the parcel described in Exhibit "B" attached hereto and incorporated by reference herein. The following conditions shall govern the use of said driveway:

1. Said driveway shall be considered to be a private driveway and shall not be open to usage by the general public.
2. The cost of mutually agreed maintenance of said driveway shall be shared equally by the parties.
3. Neither party shall make any attempt to limit the use of the driveway by the other party.
4. The cost of any improvements to the driveway, other than routine maintenance, shall be the responsibility of the party requesting the improvements, unless the parties specifically agree otherwise, in writing. No change shall be made in the width or routing of said driveway without the prior written consent of the parties.
5. Should either party to this agreement be forced to take steps to enforce the terms of this agreement, the non-defaulting party shall be reimbursed for all costs incurred in enforcing the terms of this agreement, including reasonable attorney fees. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives and assigns.
6. This agreement shall run with the land.

  
\_\_\_\_\_  
C. John Smith

  
\_\_\_\_\_  
W. Richard Moore

STATE OF COLORADO )

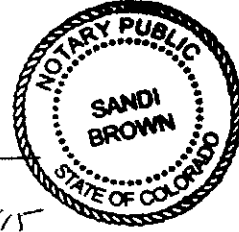
County of Delta            )§  
  )

The foregoing instrument was subscribed and sworn to before me this 21st  
day of April, 2005, by C. John Smith and W. Richard Moore.

Witness my hand and official seal.

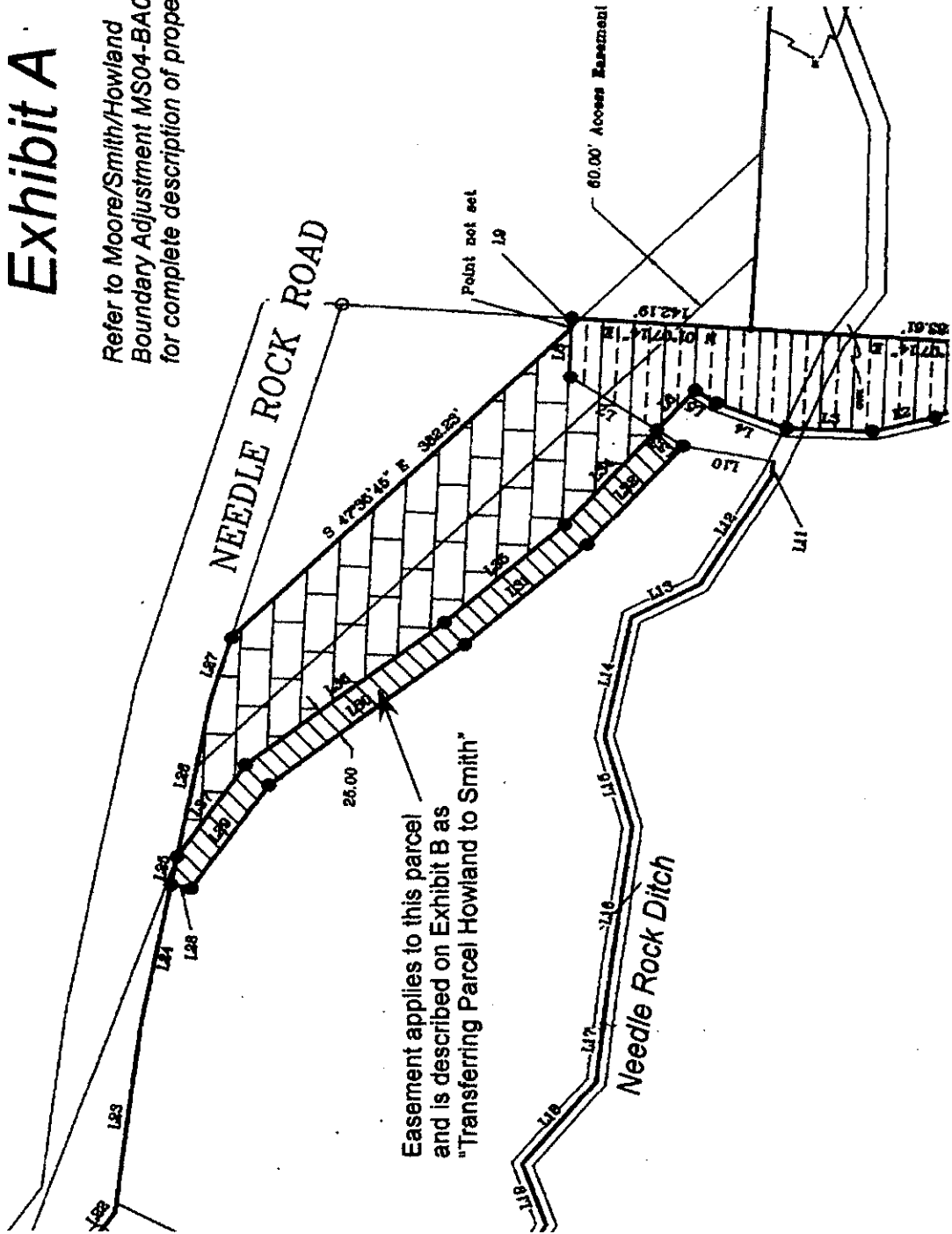
My Commission Expires: 05/26/2008

Sandi Brown  
Notary Public  
Address: PO Box 350  
Crawford, CO 81415



# Exhibit A

Refer to Moore/Smith/Howland  
Boundary Adjustment MS04-BA045  
for complete description of property



592780 06/27/2005 09:22A Ann Eddins  
3 of 4 R 21.00 D 0.00 Delta Cty, CO Clerk & Rec

## Exhibit B

### FINAL DESCRIPTION MOORE

A parcel of land within the SW1/4 NW1/4 and SE1/4 NW1/4 of Section 27, Township 15 South, Range 91 West of the 6th Principal Meridian having bearings based upon a bearing of N.01°22'28"E. between the N1/16 corner common to said Section 27 and Section 28 and the Northwest corner of said Section 27 with all other bearings being relative thereto, said parcel being more particularly bounded and described as follows:

Beginning at the aforementioned N1/16 corner and running thence S.53°55'13"E. 1667.94 feet to a point on the East line of said SW1/4 NW1/4 and the TRUE POINT OF BEGINNING; parcel boundary runs thence N.25°37'07"W. 148.77 feet; thence N.15°59'30"W. 51.83 feet; thence N.00°29'00"W. 67.67 feet; thence N.19°04'06"E. 59.47 feet; thence N.31°15'23"E. 19.94 feet; thence N.51°00'36"W. 156.29 feet; thence N.44°20'38"W. 128.34 feet; thence N.40°41'15"W. 198.17 feet; thence N.44°29'52"W. 66.20 feet to a point on the South right-of-way line of Delta County Needle Rock Road (formerly known as E-50 Road); thence along said South right-of-way the following two (2) courses (1) S.81°21'20"E. 100.37 feet; (2) thence S.75°41'20"E. 57.04 feet; thence leaving said South right-of-way line S.47°35'45"E. 382.23 feet; thence N.88°50'07"E. 7.77 feet to a point on the East line of said SW1/4 NW1/4; thence along said East line S.01°07'14"W. 142.19 feet; thence leaving said East line S.89°04'11"E. 700.00 feet; thence S.01°07'14"W. 623.90 feet; thence S.88°33'11"W. 603.63 feet; thence N.13°45'30"W. 377.66 feet (formerly called N.15°10'49"W. 345.50 feet and N.01°07'14"E. 33.39) feet to the point of beginning. Parcel as described contains 11.51 acres.

### TRANSFERRING PARCEL HOWLAND TO SMITH

A parcel of land within the SW1/4 NW1/4 of Section 27, Township 15 South, Range 91 West of the 6th Principal Meridian having bearings based upon a bearing of N.01°22'28"E. between the N1/16 corner common to said Section 27 and Section 28 and the Northwest corner of said Section 27 with all other bearings being relative thereto, said parcel being more particularly bounded and described as follows:

Beginning at the aforementioned N1/16 corner and running thence S.73°31'12"E. 950.92 feet to a point on the South right-of-way line of Delta County Needle Rock Road (formerly known as E-50 Road) and the TRUE POINT OF BEGINNING; parcel boundary runs thence S.44°29'52"E. 66.20 feet; thence S.40°41'15"E. 198.17 feet; thence S.44°20'38"E. 128.34 feet; thence S.51°00'36"E. 110.11 feet; thence S.31°14'35"W. 25.06 feet; thence N.51°05'35"W. 114.94 feet; thence N.44°20'38"W. 130.59 feet; thence N.40°41'15"W. 198.14 feet; thence N.44°29'52"W. 98.72 feet to a point on the South right-of-way line of the aforementioned Needle Rock Road ; thence along said South right-of-way S.81°21'20"E. 41.68 feet to the point of beginning. Parcel as described contains 0.30 acres.