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**ACCESS AND UTILITIES EASEMENT
AND
MAINTENANCE AGREEMENT**

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This Access and Utilities Easement and Maintenance Agreement is executed this 10th day of May, 1996 by Tom and Dianne Junker (hereinafter "Grantor") and Elbert and Barbara Tyson (hereinafter "Tyson" or "Grantee"), Stephen and Susan McCarthy (hereinafter "McCarthy" or "Grantee") and John Fisher (hereinafter "Fisher" or "Grantee"). Grantees may sometimes hereinafter collectively be referred to as the "Grantees" and the Grantor and Grantees may hereinafter collectively be referred to as the "parties" or individually as a "party."

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WHEREAS, Grantor is the owner of certain property (the "Grantor's Property"), more particularly described in Exhibit A, attached hereto and made a part hereof, upon which Grantor desires to convey a non-exclusive easement for the construction of a private road (the "Private Road"), more particularly described in Exhibit B, attached hereto and made a part hereof, for ingress and egress onto, over, along, under and across the Grantor's Property and for the installation of utilities; and

WHEREAS, the Grantor and the Grantees desire to provide for the maintenance and upkeep of the Private Road.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to incorporate the above Whereas clauses into the agreements specifically set forth as follows:

A. Conveyance of Access Easement. The Grantor hereby grants and conveys to the Grantees, without warranty of title, for the benefit of and appurtenant to each Grantee's property (the "Grantee's Property"), more particularly described in Exhibit C, attached hereto and made a part hereof, a permanent non-exclusive easement to, over, along, under and across the Private Road for use by the Grantees for an access road, installation of underground utilities and related purposes. All guests, invitees, licensees, agents, tenants and contractors of the Grantees shall be permitted to use the Private Road for vehicle access to and from the Grantees' Property. The phrase "vehicle access" as used in this Agreement shall be broadly interpreted to include pedestrian, equestrian and other forms of travel for which roads in Jefferson County, Colorado, are customarily used.

B. Reservation of Rights. Exclusive use of the Private Road is not hereby granted. Grantor expressly reserves the right to use the Private Road for vehicle access and underground utilities. Grantor further reserves all minerals and nontributary water in and under the Private Road, together with the right to use the surface or subsurface thereof, provided such use does not interfere with

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Grantees' use of the entire Private Road for vehicle access and underground utilities.

C. Maintenance and Repairs. Each party to this Agreement shall share in a fair and equitable manner any costs associated with the usual and normal maintenance of the Private Road, including but not limited to, necessary repairs, resurfacing, snow and ice removal, and removal of debris. Each party to this Agreement shall be obligated to share in the costs associated with the maintenance of the Private Road upon the occurrence of the following conditions: (1) an improved access is constructed from the Grantor's or Grantee's Property to the Private Road and (2) construction of improvements begins on Grantor's or Grantee's Property. For purposes of this Section C, a party that becomes obligated to share in the costs of maintenance shall be referred to as an "Obligated Party." A Grantor or Grantee shall not be obligated to share in maintenance expenses until they become an Obligated Party upon the occurrence of the conditions described above. Notwithstanding the above, the Grantees agree that Grantors shall be an Obligated Party only with respect to the costs associated with the maintenance of that portion of the Private Road beginning at the easterly right-of-way of Mary's Trail and extending easterly approximately 150 feet or the east side of Grantor's driveway, whichever is longer. In the event Grantor regularly uses more of the Private Road than is described above, Grantor shall share in the costs associated with the maintenance of the Private Road in the same manner as all of the Obligated Parties.

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Each Obligated Party expressly agrees to pay their prorata share of the costs associated with the maintenance of the Private Road and such portion shall be paid to the party who initially pays such costs within 30 days from the date the costs are incurred. An Obligated Party's prorata share shall be equal to the total cost of the maintenance divided by the total number of Obligated Parties. For purposes of this calculation, joint or common owners of the same property served by the Private Road shall be considered a single Obligated Party.

Notwithstanding the above, if any individual maintenance or repair cost should exceed \$1,000.00 (the "Base Cost"), the Obligated Parties shall first discuss and agree on such cost before the cost is incurred. The Obligated Parties agree that they shall not unreasonably refuse to agree on and share in the usual and normal maintenance costs which exceed the Base Cost. On the fifth anniversary of this Agreement and every five years thereafter, the Base Cost of the succeeding five-year period will be the Base Cost in effect during the preceding five-year period increased by the increase for the same period, if any, in the Consumer Price Index (the "CPI") for the Denver Metropolitan area, all items, published by the United States Department of Labor. If the CPI is

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discontinued, a similar index shall be selected by the Obligated Parties.

Failure to pay costs when due shall entitle the party paying the costs to file a lien for the amount owing against the property of the Obligated Party who fails to make the payment when due. No party shall have any responsibility to the others under this Agreement for maintenance of utility lines or facilities located within the Private Road except as provided below.

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Any maintenance costs or expenses required or incurred as a result of extraordinary use of the Private Road (e.g., vehicles used in the construction of a residence), or negligence, abuse or misuse of the easements granted herein by any party or by the family, guests, invitees or licensees of any party shall be the personal responsibility, obligation and liability of the party whose conduct or the conduct of said party's family, guests, invitees, or licensees whose conduct necessitated such maintenance.

D. Easements to Run With the Land. The access easements granted herein shall be appurtenant to and run with the Grantor's and Grantees' Property and the obligations of the parties hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. The easements granted herein may not be transferred, assigned or conveyed apart or separately from the Grantor's or Grantees' Property.

E. No obstructions. Each party expressly agrees they shall not in any way impair or allow to be impaired the free flow of movement along, across, and over the Private Road.

F. Entire Agreement. All agreements and understandings between the parties hereto are embodied and expressed herein, and the terms of this Access Easement and Maintenance Agreement are contractual and not a mere recital.

G. Enforcement. The terms, conditions and provisions hereof may be enforced by any of the parties and their successors or 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 the 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 attorney fees.

H. Responsibility. Each party to this Agreement agrees to be responsible for their own negligent acts or omissions and the negligent acts or omissions of their employees or agents.

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IN WITNESS WHEREOF, the parties have executed this Access and Utilities Easement and Maintenance Agreement as of this 10th day of May, 1996.

GRANTOR

Tom Junker
Tom Junker

Dianne Junker
Dianne Junker

GRANTEE

Elbert Tyson
Elbert Tyson

Barbara Tyson
Barbara Tyson

Stephen McCarthy
Stephen McCarthy

Susan McCarthy
Susan McCarthy

John Fisher
John Fisher

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STATE OF COLORADO)
COUNTY OF Jefferson)

ss.

Subscribed and sworn to before me this 10th day of May, 1996, by Tom and Dianne Junker, Grantor.

Allean Danel Stone
Notary Public

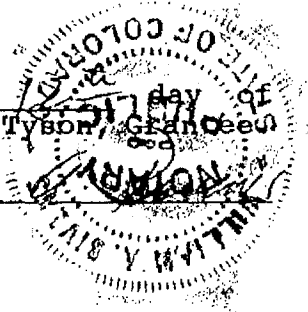
My Commission Expires: 8/2/99
Address: 29720 Hwy. 74, Evergreen, Co 80439
STATE OF COLORADO)
COUNTY OF Denver)

ss.

Subscribed and sworn to before me this June, 1996, by Elbert and Barbara Tyson, Grantees

William G. Cannon
Notary Public

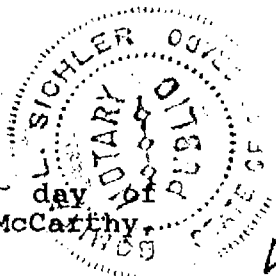
November 13, 1996
My Commission Expires:
Address:



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STATE OF COLORADO)
COUNTY OF Denver) ss.

Subscribed and sworn to before me this 10th day of May, 1996, by Stephen and Susan McCarthy, Grantee.



Bonnie L. Sialda
Notary Public

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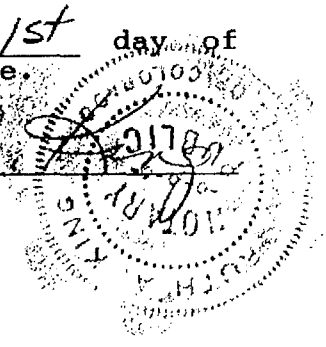
My Commission Expires: My Commission Expires Oct. 18, 1999

Address: 10957 Kendall Dr.
Westminster, CO 80020

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

Subscribed and sworn to before me this 31st day of May, 1996, by John Fisher, Grantee.

Ruth A. Fisher
Notary Public



My Commission Expires: 5-22-97

Address: 10617 Snowy Tr.
P.O. Box 370
Conifer, CO 80433

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EXHIBIT A

Grantor's Property

Lot 48
Conifer Mountain - Unit 7
County of Jefferson
State of Colorado

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Recorded in Plat Book 36 at Pages 27 through 30

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EXHIBIT B
Private Road

The property formerly known as "Mary's Drive" and described as follows:

That part of Mary's Drive (including the 73.56 foot corner radius) easterly of the extended easterly right-of way of Mary's Trail; Tract B and B.S-2 (1 foot buffer strip) in Conifer Mountain - Unit 7 recorded in Plat Book 36 at Pages 27 through 30 in the records of Jefferson County, Colorado.

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EXHIBIT C

Grantee's Property

Tyson Property:

Exemption Survey E3-1-96,
Parcels A, B and C
Section 22, T6S, R71W
Reception No. F0199818
County of Jefferson
State of Colorado

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It is acknowledged by the parties that Parcels A, B and C may, from time to time, be owned by different individuals. The Grant of Easement hereunder shall be for the benefit of Parcels A, B and C, individually and collectively and the owners of such parcels shall be entitled to the rights and bound by the obligations of this Agreement, including becoming "Obligated Parties" as that term is defined above.

McCarthy Property:

The Southwest one-quarter of the Southwest one-quarter of the Southwest one-quarter of Section 22, and the North one-half of the Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter of the Northwest one-quarter of Section 27, Township 6 South, Range 71 West of the 6th P.M. EXCEPT that portion of the South one-half of the Northwest one-quarter of the Northwest one-quarter of said Section 27, described as follows:

A parcel of land described as beginning at the Southeast corner of the Northwest one-quarter of the Northwest one-quarter; thence North 1 degree 12' West, a distance of 288.47 feet to a point; thence North 85 degrees 12' West, a distance of 71.50 feet to a point; thence North 57 degrees 12' West, a distance of 360.45 feet to a point; thence South 89 degrees 16' West, a distance of 380.02 feet to a point; thence South 1 degree 12' East, a distance of 494.50 feet to a point on the South line of said Northwest one-quarter of the Northwest one-quarter; thence North 89 degrees 16' East along said South line, a distance of 750 feet to the Point of Beginning.

County of Jefferson,
State of Colorado

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EXHIBIT C, continued

Fisher Property:

The SE 1/4 SE 1/4 SE 1/4 of Section 21, Township 6, Range 71
West of the 6th P.M.

County of Jefferson,
State of Colorado

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**ACCESS AND UTILITIES EASEMENT
AND
MAINTENANCE AGREEMENT**

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This Access and Utilities Easement and Maintenance Agreement is executed this 10th day of May, 1996 by Elbert and Barbara Tyson (hereinafter "Grantor") and Stephen and Susan McCarthy (hereinafter "Grantee") hereinafter collectively referred to as the "Parties."

WHEREAS, Grantor is the owner of certain property (the "Grantor's Property"), more particularly described in Exhibit A, attached hereto and made a part hereof, upon which Grantor desires to convey a non-exclusive easement for the construction of a private road (the "Private Road"), more particularly described in Exhibit B, attached hereto and made a part hereof, for ingress and egress onto, over, along, under and across the Grantor's Property and for the installation of utilities; and

WHEREAS, the Grantor and the Grantee desire to provide for the maintenance and upkeep of the Private Road.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to incorporate the above Whereas clauses into the agreements specifically set forth as follows:

A. Conveyance of Access Easement. The Grantor hereby grants and conveys to the Grantee, without warranty of title, for the benefit of and appurtenant to the Grantee's property (the "Grantee's Property"), more particularly described in Exhibit C, attached hereto and made a part hereof, a permanent non-exclusive easement to, over, along, under and across the Private Road for use by the Grantee for an access road, installation of underground utilities and related purposes. All guests, invitees, licensees, agents, tenants and contractors of the Grantee shall be permitted to use the Private Road for vehicle access to and from the Grantee's Property. The phrase "vehicle access" as used in this Agreement shall be broadly interpreted to include pedestrian, equestrian and other forms of travel for which roads in Jefferson County, Colorado, are customarily used.

B. Reservation of Rights. Exclusive use of the Private Road is not hereby granted. Grantor expressly reserves the right to use the Private Road for vehicle access and underground utilities. Grantor further reserves all minerals and nontributary water in and under the Private Road, together with the right to use the surface or subsurface thereof, provided such use does not interfere with Grantee's use of the entire Private Road for vehicle access and underground utilities.

C. Maintenance and Repairs. Each party to this Agreement shall share in a fair and equitable manner any costs associated

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with the usual and normal maintenance of the Private Road, including but not limited to, necessary repairs, resurfacing, snow and ice removal, and removal of debris. Each party to this Agreement shall be obligated to share in the costs associated with the maintenance of the Private Road upon the occurrence of the following conditions: (1) an improved access is constructed from the Grantor's or Grantee's Property to the Private Road and (2) construction of improvements begins on Grantor's or Grantee's Property. For purposes of this Section C, a party that becomes obligated to share in the costs of maintenance shall be referred to as an "Obligated Party." A Grantor or Grantee shall not be obligated to share in maintenance expenses until they become an Obligated Party upon the occurrence of the conditions described above. Each Obligated Party expressly agrees to pay their prorata share of the costs associated with the maintenance of the Private Road and such portion shall be paid to the party who initially pays such costs within 30 days from the date the costs are incurred. An Obligated Party's prorata share shall be equal to the total cost of the maintenance divided by the total number of Obligated Parties. For purposes of this calculation, joint or common owners of the same property served by the Private Road shall be considered a single Obligated Party.

Notwithstanding the above, if any individual maintenance or repair cost should exceed \$1,000.00 (the "Base Cost"), the Obligated Parties shall first discuss and agree on such cost before the cost is incurred. The Obligated Parties agree that they shall not unreasonably refuse to agree on and share in the usual and normal maintenance costs which exceed the Base Cost. On the fifth anniversary of this Agreement and every five years thereafter, the Base Cost of the succeeding five-year period will be the Base Cost in effect during the preceding five-year period increased by the increase for the same period, if any, in the Consumer Price Index (the "CPI") for the Denver Metropolitan area, all items, published by the United States Department of Labor. If the CPI is discontinued, a similar index shall be selected by the Obligated Parties.

Failure to pay costs when due shall entitle the party paying the costs to file a lien for the amount owing against the property of the Obligated Party who fails to make the payment when due. Neither party shall have any responsibility to the other under this Agreement for maintenance of utility lines or facilities located within the Private Road except as provided below.

Any maintenance costs or expenses required or incurred as a result of extraordinary use of the Private Road (e.g., vehicles used in the construction of a residence), or negligence, abuse or misuse of the easements granted herein by any party or by the family, guests, invitees or licensees of any party shall be the personal responsibility, obligation and liability of the party

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whose conduct or the conduct of said party's family, guests, invitees, or licensees whose conduct necessitated such maintenance.

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D. Easements to Run With the Land. The access easements granted herein shall be appurtenant to and run with the Grantor's and Grantee's Property and the obligations of the Parties hereunder shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns. The easements granted herein may not be transferred, assigned or conveyed apart or separately from the Grantor's or Grantee's Property.

E. No obstructions. Each party expressly agrees they shall not in any way impair or allow to be impaired the free flow of movement along, across, and over the Private Road.

F. Entire Agreement. All agreements and understandings between the Parties hereto are embodied and expressed herein, and the terms of this Access Easement and Maintenance Agreement are contractual and not a mere recital.


G. Enforcement. The terms, conditions and provisions hereof may be enforced by any of the Parties and their successors or 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 the 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 attorney fees.

H. Responsibility. Each party to this Agreement agrees to be responsible for their own negligent acts or omissions and the negligent acts or omissions of their employees or agents.

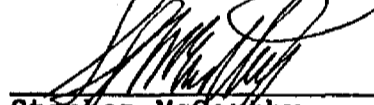
IN WITNESS WHEREOF, the parties have executed this Access and Utilities Easement and Maintenance Agreement as of this 10th day of May, 1996.

GRANTOR


GRANTEE



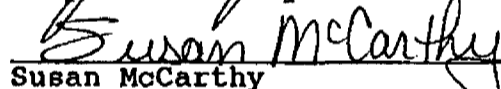
Elbert Tyson



Stephen McCarthy



Barbara Tyson



Susan McCarthy

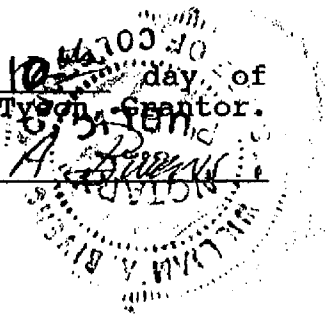
Sam

STATE OF COLORADO)
COUNTY OF Denver) ss.

Subscribed and sworn to before me this 10th day of JUNE, 1996, by Elbert and Barbara Tyson, Grantor.

November 13, 1996
My Commission Expires:
Address:

William A. [Signature]
Notary Public



STATE OF COLORADO)
COUNTY OF Denver) ss.

Subscribed and sworn to before me this 10th day of May, 1996, by Stephen and Susan McCarthy, Grantee.

My Commission Expires: My Commission Expires Oct. 18, 1999
Address: 10951 Kendall Dr.
Westminster, CO 80020

Bonita L. [Signature]
Notary Public

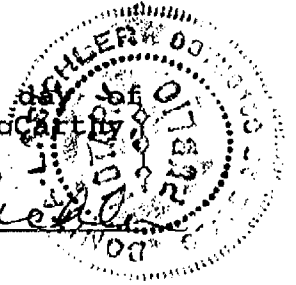


EXHIBIT A

Grantor's Property

Exemption Survey E3-1-96,
Parcels A, B and C
Section 22, T6S, R71W
Reception No. F0199818
County of Jefferson
State of Colorado

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EXHIBIT B

Private Road

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A non-exclusive 40 foot wide private road easement for ingress, egress, and regress and the installation, operating and maintenance of utilities across the southerly 40 feet of Parcel A, for Parcels B and C, Exemption Survey Section 22, T6S, R71W, E3-1-96, Jefferson County, Colorado, described as follows:

Beginning at the southwest corner of said Parcel A, said point also being the northwest corner of the $SW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$ of Section 22, Township 6 South, Range 71 West of the 6th P.M., Jefferson County, Colorado;

thence N $0^{\circ}36'25''$ E, 40.00 feet to a point;

thence N $89^{\circ}45'46''$ E, 740.55 feet to a point on the easterly line of said Parcel A;

thence S $0^{\circ}18'33''$ E, 40.00 feet to the southeast corner of said Parcel A;

thence S $89^{\circ}45'46''$ W, 741.03 feet to the point of beginning.

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EXHIBIT C

Grantee's Property

The Southwest one-quarter of the Southwest one-quarter of the Southwest one-quarter of Section 22, and the North one-half of the Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter of the Northwest one-quarter of Section 27, Township 6 South, Range 71 West of the 6th P.M. EXCEPT that portion of the South one-half of the Northwest one-quarter of the Northwest one-quarter of said Section 27, described as follows:

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A parcel of land described as beginning at the Southeast corner of the Northwest one-quarter of the Northwest one-quarter; thence North 1 degree 12' West, a distance of 288.47 feet to a point; thence North 85 degrees 12' West, a distance of 71.50 feet to a point; thence North 57 degrees 12' West, a distance of 360.45 feet to a point; thence South 89 degrees 16' West, a distance of 380.02 feet to a point; thence South 1 degree 12' East, a distance of 494.50 feet to a point on the South line of said Northwest one-quarter of the Northwest one-quarter; thence North 89 degrees 16' East along said South line, a distance of 750 feet to the Point of Beginning.

County of Jefferson,
State of Colorado