

NON-EXCLUSIVE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT W. THOMAS LUNNEN, RICHARD PAULSEN, ROBERT W. ROHE and ELK SPRINGS RANCH HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation, hereinafter called "Grantors", for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Tru-Worth, Ltd., a Colorado limited partnership, P.O. Box 3150, Durango, Colorado 81301, hereinafter called "Grantee", its successors and assigns, the real property situated in Montezuma County, Colorado, to-wit:

A non-exclusive access and utility easement 40 feet in width, within the easement known as Elk Springs Drive, according to Plat of record of Elk Springs Ranch recorded in the offices of the Montezuma County, Colorado Clerk and Recorder on September 2, 1993 at Reception No. 434591, (Plat Book 12, Page 50), (hereinafter referred to as "Easement Area").

With all its appurtenances and warrant the title to the same:

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Elk Springs Ranch recorded in the offices of the Montezuma County, Colorado Clerk and Recorder on September 2, 1993 at Reception No. 434589 (Book 0677, Page 894), (hereinafter the "Declaration of Covenants"); and

FURTHER SUBJECT TO the plat for Elk Springs Ranch, recorded in the offices of the Montezuma County, Colorado Clerk and Recorder on September 2, 1993 at Reception No. 434591 (Plat Book 12, Page 50), (hereinafter the "Elk Springs Plat").

The easement is for the exclusive benefit of, and is appurtenant to, that real property situated in Montezuma and La Plata Counties, Colorado, to-wit:

Township 35 North, Range 12 West, N.M.P.M., Montezuma and La Plata Counties, Colorado:

Section 6: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 5: Lot 4 and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying in Montezuma County
Section 7: Lot 3

LESS AND EXCEPT any portion of the above-described property lying in Elk Springs Ranch according to the plat filed for record in the offices of the

Montezuma County, Colorado Clerk and Recorder on September 2, 1993 at
 Reception No. 434591 (Book 12, Page 50).

The above described property is hereinafter referred to as the "Dominant Estate". This
 easement may not be transferred or assigned for the benefit or use of owners of any other real
 property.

1. Grantors shall have the right to use and occupy the Easement Area for any
 purpose not inconsistent with the Grantee's full enjoyment of the rights hereby granted;
 provided, however, that Grantors, their successors or assigns, shall have the right to:

- a. Enter upon and use the Easement Area for any purpose consistent
 with the General Dedication of the Easement Area as set forth in the
 Declarations of Covenants;
- b. Enter upon and use the Easement Area for any purpose consistent
 with the Elk Springs Plat; or
- c. Enter upon the Easement Area to operate, repair and maintain the
 access and utility easement.

2. Grantee, and its heirs, successors and assigns, shall not:

- a. Cause or permit any division of the Dominant Estate into parcels
 of land of less than 35 acres;
- b. Cause or permit any use of the Dominant Estate for more than
 one residence per parcel;
- c. Fail to record, prior to subdivision or sale of any lands within the
 Dominant Estate, covenants, conditions and restrictions substantially similar to
 those contained within the Declaration of Covenants and creating a
 homeowners' association pertaining to the Dominant Estate (hereinafter the
 "HADE") that shall be a non-profit Colorado corporation in which each lot
 owner within the Dominant Estate shall be a member; with the HADE having
 the power to levy assessments on the owners of lots within the Dominant Estate
 and to enforcement of the assessments through actions and suits;

d. Fail to pay, on a monthly basis, to Elk Springs Ranch Homeowners Association, beginning from the date of closing of the sale of any lot within the Dominant Estate, an amount equal to 67½% of the actual expenses of maintenance and repair of Elk Springs Road; provided however;

(1.) Within 30 days following the end of each fiscal year of Elk Springs Ranch Homeowners Association, it shall furnish to the Grantee or the HADE a written statement identifying the amount of the previous years' actual expenses incurred by Elk Springs Ranch Homeowners Association relating to maintenance and repair of Elk Springs Road, as well as the upcoming year's operating budget; the statement to be certified by an officer of the Elk Springs Ranch Homeowners Association.

(2.) The HADE is authorized and empowered to provide a written notice of deficiency in the maintenance and condition of Elk Springs Road to Elk Springs Ranch Homeowners Association, and if it fails to correct a bona fide deficiency within sixty (60) days after deliver of written notice, then the HADE may, at its option, undertake to correct the deficiency. All costs incurred in correction of the deficiency may be offset against future monthly payment of obligations of the HADE under the terms of this easement.

e. Fail to pay to the Colorado Department of Transportation, within 60 days of written notice of the amount due, an amount equal to 84% of the actual charges, costs and expenses to be incurred as a result of that certain Highway Access Permit between Elk Springs Ranch Homeowners Association and the Colorado Department of Transportation, dated October 7, 1993.

f. Fail to levy and collect assessments from the individual lot owners within the Dominant Estate to timely pay the monthly fees due Elk Springs Ranch Homeowners Association under subparagraph d. of paragraph 2 of this Access Easement. This duty of the HADE to collect assessments shall be independent and severable from the obligation of HADE to pay monthly fees due to Elk Springs Ranch Homeowners Association under this Access Easement.


3. In the event either Grantor or Grantee, or their respective heirs, successors or assigns, fail to do anything required under this Access Easement, then the non-defaulting

party, their heirs, successors or assigns, shall have the right by action of law or equity to enforce and compel such action, and shall, if successful in the action, be entitled to recover, in addition to the other legal or equitable relief granted by the Court, their reasonable costs, expenses and attorney's fees.

IN WITNESS WHEREOF, the Grantors have executed this Non-Exclusive Access Easement on this 29 day of April, 1995.



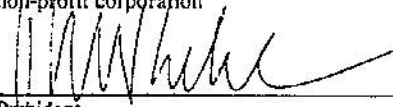
W. THOMAS LUNNEN



RICHARD PAULSEN



ROBERT W. ROHE

ELK SPRINGS RANCH HOMEOWNERS
ASSOCIATION, INC., a Colorado
non-profit corporation


President

STATE OF)
) ss.
COUNTY OF)

The foregoing Non-Exclusive Access Easement was subscribed and sworn to before me this ____ day of _____, 1995 by W. Thomas Lunnan.

Witness my hand and official seal.

My commission expires: _____

Notary Public

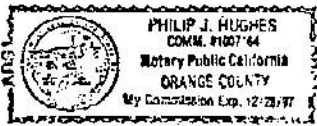
State of CALIFORNIA
County of ORANGE

On 29 APRIL 1995 before me, PHILIP J. HUGHES, NOTARY PUBLIC
(DATE) (NAME/TITLE OF OFFICER/CLERK, JANE DOE, NOTARY PUBLIC)
personally appeared W. THOMAS LUNDEN,
(NAME(S) OF SIGNER(S))

RICHARD PAULSEN and ROBERT W. ROHE

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

(SEAL)

Philip J. Hughes
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document: NDW - EXCLUSIVE ACCESS EASEMENT
Number of Pages: 4 Date of Document: 4-29-95
Signer(s) Other Than Named Above: none

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE DIRECTORS

OFFICER(S) PRESIDENT
(TITLE)

PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____
(TITLE)

PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

