

EASEMENT AGREEMENT

REC'D **2758** PAGE **461**

THIS AGREEMENT, made this 4th day of April, 1978, by and between KENNETH T. ROUSE of 12600 E. Arapahoe Road, Englewood, Colorado, (hereinafter called "Grantor"), and EDWIN J. KERSEN and BETTY L. KERSEN of 6281 S. Potomac Street, Englewood, Colorado, (hereinafter called "Grantees"),

W I T N E S S E T H :

That the Grantor and the Grantee, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America paid by Grantees to Grantor, the receipt whereof is hereby acknowledged, and in consideration of the mutual premises, covenants and conditions hereinafter contained, and intending to be legally bound hereby, do covenant and agree as follows:

Grantor does hereby grant unto Grantees, their heirs and assigns, the non-exclusive right, liberty and privilege to use for vehicular and pedestrian access that strip of land (hereinafter called "Easement Area") immediately north and parallel to the easterly most Six Hundred Sixty Feet (660') of the centerline of Section Twenty-Four (24), Township Five (5) South, Range Sixty-Seven (67) West of the Sixth Principal Meridian, which strip of land measures thirty feet (30') in width, more or less, and consists of all that real estate located between approximately five (5) acres of real estate presently owned by Grantees immediately adjacent and contiguous to the Easement Area and a Thirty Foot (30') Right-of-Way granted to Colorado Central Power Company by Grantor on or about September 23, 1955, which Right-of-Way was recorded in Book 935, Page 508, et seq., of the Arapahoe County Clerk and Recorder's office.

TO HAVE AND TO HOLD, all and singular, the aforesaid rights, liberties and privileges unto the Grantees and their successors, heirs and assigns forever under and subject, nevertheless, to the express conditions, agreements and covenants hereinafter set forth, the faithful performance of which constitutes an essential part of the covenants hereof.

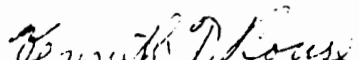
1. Grantees shall not be permitted to install any electric, telephone, gas, water or sanitary sewerage facilities in, under, upon or along the Easement Area or use the Easement Area for the storage of trash, garbage or any other items whatsoever.

2. Grantees assume all risk of loss, injury or damage to the driveway and appurtenant facilities and all risk of injury or death to their employees, workmen, occupiers, tenants, invitees and guests from any causes whatsoever. Grantees, its successors and assigns do hereby and shall at all times hereafter indemnify, protect and save harmless Grantor from and against any and all loss, damages, cost and expense for any and all claims, demands and actions therefore based on injury or damage to any person or any property of any person, firm or corporation (including the parties hereto, their agents and employees) and caused by or arising from the presence, location, condition, use, construction, maintenance, repair, renewal or removal of said driveway and appurtenant facilities or in any way relating to the Easement Area.

3. This Agreement and the easements and rights granted herein shall inure to the benefit of and be binding upon Grantees, their successors, heirs and assigns, but upon the acceptance of all or substantially all of the roadway area included in the Easement Area by Arapahoe County, Colorado, this Agreement and the easements and rights granted herein shall cease and terminate appropriately, without the need for any action by the Grantor.

4. The covenants, agreements and conditions herein contained shall inure to and be binding upon the respective heirs, successors and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument, duly attested, on the day and year first above written.



 Kenneth T. Rouse, Grantor



 Edwin J. Kersen, Grantee



 Betty L. Kersen, Grantee

