

RECEPTION NO. 92048163  
4/28/92 16:20 0.00  
RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO

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AGREEMENT AND GRANT OF EASEMENT FOR  
SAMPSON AND RIDGE ROAD

THIS AGREEMENT is dated for reference purposes only, this 30th day of December, 1991, between Sampson-Ridge Road Association, Inc., a Colorado not-for-profit corporation, (the "Association") whose address is Sampson Road Association, c/o Neil Quigley, 950 South Cherry St., Suite 1010, Denver, Colorado 80222, and the County of Jefferson, State of Colorado, a body politic and corporate (the "County"), whose address is 1700 Arapahoe Street, Golden, Colorado 80419.

WHEREAS, the County is the owner of a tract of land Exhibit A described in Exhibit A which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Association owns the Sampson and Ridge Road, as described in Findings of Fact and Order in Case No. 79 CV 1085, recorded October 31, 1986 at Reception No. 86134079, ("Sampson Road"), on behalf of and in trust for its members pursuant to said Findings of Fact and Order; and

WHEREAS, the Association wishes to grant and the County wishes to receive an easement over Sampson Road for maintenance and emergency access purposes, as more specifically described herein, to the Property.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association, as trustee of the Sampson Road, does hereby grant, sell, and convey unto the County, its successors and assigns, as an easement appurtenant to the Property, a perpetual access easement over, under and across Sampson and Ridge Road for County motorized vehicle traffic for ingress and egress for maintenance, emergency and security and for purposes of construction related activities to develop the Property into a public park.

This Agreement does not create a commitment on the part of the County to maintain Sampson Road as a public road or to construct Sampson Road to County standards. This Agreement does not create public access over, under or across Sampson Road.

Each and every one of the benefits and burdens contained in this Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this

