

Recorded at 9:45 o'clock A. M. August 13, 1964
Receipt No. 235924 JOHN LEWIS, RECORD MGR. MONTAZUMA CO. COLO.
Ed.

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EASEMENT

THIS AGREEMENT made and entered into this 12th day of JUNE, 1964, by and between Milton W. Pohl of the First Part, which expression shall include his, her, or their heirs, executors, administrators, agents, or assigns where the context so requires or admits, and the State of Colorado, Colorado State Patrol, Parties of the Second Part, which expression includes their successors, or assigns where the context so requires or admits, WITNESSETH:

WHEREAS, the Party of the First Part owns and has title to that real estate and real property located in the County of Montezuma, State of Colorado, described as follows:

W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 5, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 6, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, T. 35 N., R. 12 W., New Mexico Principal Meridian

AND WHEREAS, the Parties of the Second Part desire to use a strip of that property belonging to the Party of the First Part for an access road to a radio station site located in the NE $\frac{1}{4}$ Section 18, T. 35 N., R. 12 W. of the New Mexico Principal Meridian, Montezuma County, Colorado.

NOW THEREFORE, it is hereby agreed as follows:

The Party of the First Part does hereby grant, assign, and set over to the Parties of the Second Part as an easement, road, and right of way an irregular strip of land twenty (20) feet in width which shall be ten (10) feet on each side of the center line of such road or right of way across the described premises, and more particularly described on the attached plat marked "Exhibit A" and by reference made a part hereof, to be theirs for a term of fifty (50) years from the date of the execution thereof to have and use as an easement, road, and right of way.

The Party of the First Part shall fully use and enjoy the aforesaid premises except as to the rights herein granted.

Milton W. Robb, Party of the First Part

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State of Colorado
Colorado State Patrol } Parties of the Second Part

TO HAVE AND TO HOLD the said easement, road, and right of way unto the Parties of the Second Part, their successors, or assigns for a period of fifty (50) years, and under these specific conditions, restrictions, and considerations as follows:

1. Parties of the Second Part agree that the Party of the First Part shall also have during the term hereof the right to use the road in their discretion, being bound only by contracts or easements previously made, over which the Parties of the Second Part have no jurisdiction.
2. Parties of the Second Part agree further to post signs to the effect that said road is constructed upon private property, and is not for general public use, and to keep the access gates closed at all times except when ingress or egress is warranted by authorized persons.
3. Parties of the Second Part agree further to lock all gates and to furnish keys to such gate locks only to the Party of the First Part and authorized Parties of the Second Part.
4. Parties of the Second Part agree further to pay to the Party of the First Part the sum of Five Hundred (\$500.00) Dollars which shall be termed just consideration for the easement herein described and receipt of which is hereby acknowledged.

Milton W. Robb, Party of the First Part

State of Colorado) Parties of the Second Part
Colorado State Patrol

EXECUTED on the date first above written.

APPROVED:

GOVERNOR

STATE PURCHASING AGENT

APPROVED AS TO FORM:

DUKE W. DUNBAR

By _____
DEPUTY ATTORNEY GENERAL

APPROVED AS TO FINANCES:

STATE CONTROLLER

PARTY OF THE FIRST PART:

Milton W. Robb

ATTEST:

STATE OF COLORADO) ss.
Denver COUNTY OF Denver)

The foregoing instrument was acknowl-
edged before me this 12 day of
June, 1964,

By Milton W. Robb

Witness my hand and official seal.

My commission expires:

December 11, 1964
Julius J. Wallace
NOTARY PUBLIC

PARTIES OF THE SECOND PART:

STATE OF COLORADO
COLORADO STATE PATROL

By G. R. Garrel
G. R. GARREL, CHIEF
COLORADO STATE PATROL

ATTEST:

STATE OF COLORADO) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowl-
edged before me this 15th day of
June, 1964,

By G. R. Garrel
CHIEF, COLORADO STATE PATROL

Witness my hand and official seal.

My commission expires:

November 6, 1967
Thomas J. Gentry
NOTARY PUBLIC

VERIFIED INFORMATION COPY

The original and two copies of this contract have been signed by all State officials required by law to approve contracts.

Clare Regent 26.6.64
Contract Clerk.