

U. S. DEPARTMENT OF AGRICULTURE Forest Service	Holder No.	Issue Date	Expir. Date
	4082-01 5754-01	06/02/97	No. / Exp. / - -
PRIVATE ROAD EASEMENT	Type Site	Authority	Auth. Type
	752	676	- 1 0 -
Act of October 21, 1976 (PL 94-579); 36 CFR 251.50, et seq	Region/Forest/District	State/County	
	02/10/07	08/019	047
	Cong. Dist.	Latitude	Longitude
	02	- - - - -	- - - - -

THIS EASEMENT, dated this 2ND day of June, 1997, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to GILPIN-CLEAR CREEK HOME AND LANDOWNERS ASSOCIATION, INC., (a nonprofit corporation of the State of Colorado), hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a road over certain lands or assignable easements owned by the United States in the Counties of Clear Creek & Gilpin, State of Colorado, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the payment of an annual use fee paid by Grantee does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a road, along and across a strip of land, over and across the following described lands in the Counties of Clear Creek & Gilpin, State of Colorado:

Township 3 South, Range 73 West of the 6th P. M.
Portions of Sections 4, 5, 8, 9, 15, 16, 17

The location of said easement is shown approximately on exhibits A1-A7 attached hereto. Mineral Survey Line Summary is shown on exhibit B attached hereto.

Said easement shall be 10 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the easement granted.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest.

A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-way for similar purposes, if those standards are more stringent than applicable Federal standards.

B. The rights herein conveyed do not include the right to use the road for access to developments for short- or long-term residential purposes, unless and until the Grantor and the Grantee agree upon traffic control regulations, rules, and other provisions to accommodate such use of the road.

C. Upon change in ownership of the land or facility served by this road, the rights granted under this easement may be transferred to the new owner upon written notification to the Regional Forester.

D. This easement shall continue for as long as property served is used for a single family residence; provided, that the Grantor shall review terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as existing or prospective conditions may warrant. These shall have the same force and effect in the future as if incorporated in this grant.

E. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.

F. Grantee shall have the right to cut timber upon the easement area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into standard log lengths or other products as specified by the authorized officer and decked along the road for disposal by the owner of such timber.

G. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

H. The Grantee shall provide maintenance so that there is no damage on adjacent National Forest land. The Grantee shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.

I. Grantee shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this easement. The initial payment is set at \$ 364.00 for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$ 364.00 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair-market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the Permittee to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.

Grantee shall pay an interest charge on any fee amount not paid by the payment due date.

Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury Financial Manual (TFM-6-8020). Interest shall accrue from the date the fee payment was due. In addition, certain processing and handling administrative costs may be assessed in the event the account becomes delinquent and added to the amounts due.

A penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the due date of the first billing.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments or fee calculation statements fall on a nonworkday, the charges shall not apply until the close of business of the next workday.

J. This easement shall terminate in the event an easement is granted subsequently by the United States to a public road agency for operation of this road as a public highway.

K. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.

L. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.

M. Upon termination of this easement, the Grantee shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the Grantor, unless otherwise waived in writing. If the Grantee fails to remove the structures or improvements within a reasonable period, as determined by the Grantor, the Grantor may remove and dispose of any improvements and restore the area and all costs shall be paid by the Grantee.

If the Grantor waives the removal of the improvements and restoration of the site, all improvements shall become the property of the United States.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to cross and recross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.
2. The right to all timber now or hereafter growing on the right-of-way, subject to Grantee's right to cut such timber as herein provided.
3. The right alone to extend rights and privileges for use of the road constructed on the premises to other users, provided that nonfederal users shall bear a fair share of the current replacement cost less depreciation of the road and shall reconstruct the road as necessary to accommodate their use.
4. The Grantor reserves the right to use or authorize the use of the road by other Federal agencies, without cost other than the performance or payment, as it may elect, for its proportionate share of maintenance costs.
5. The Grantor retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way for other land uses, for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

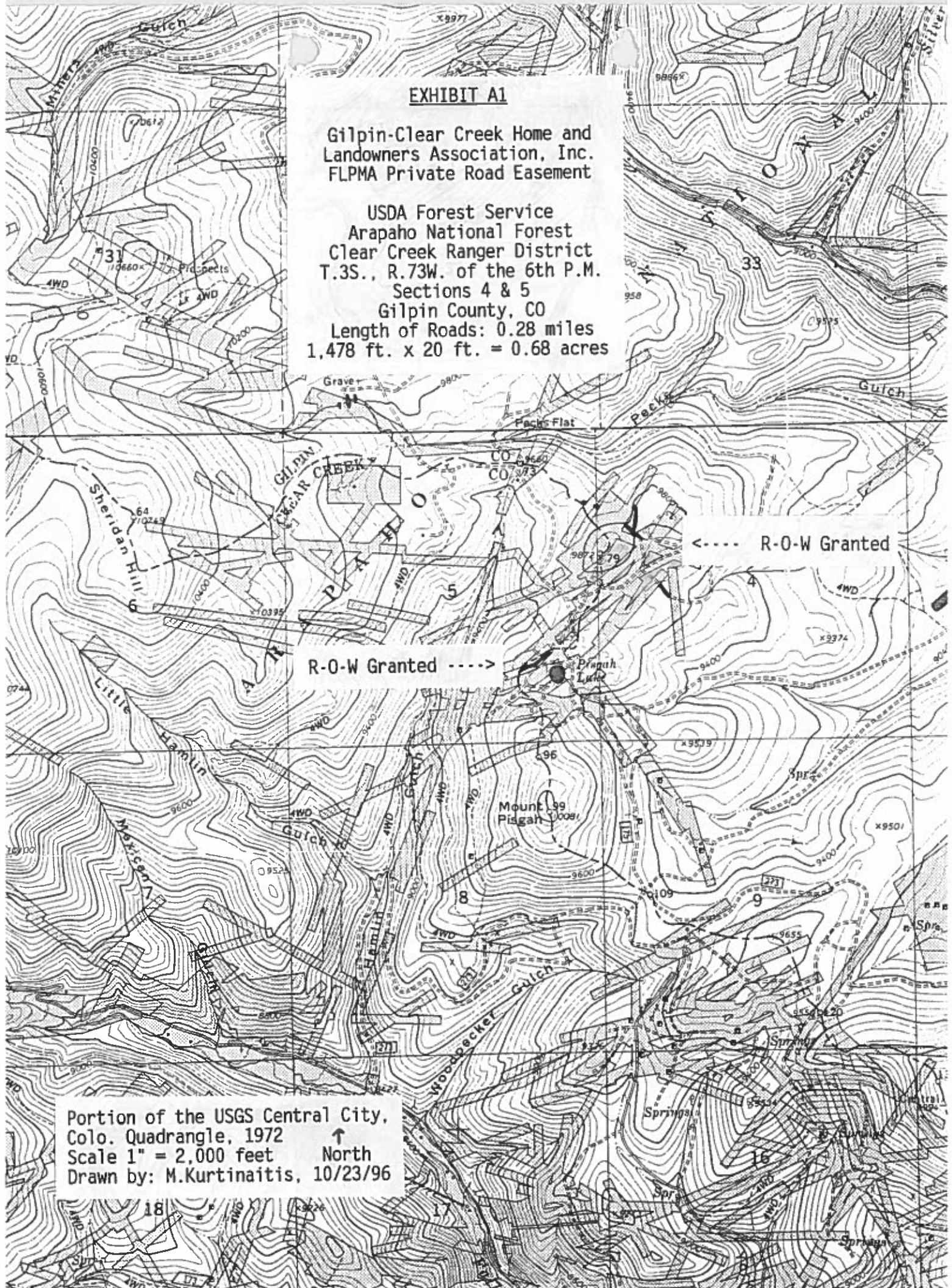
The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

EXHIBIT A1

**Gilpin-Clear Creek Home and
Landowners Association, Inc.
FLPMA Private Road Easement**

**USDA Forest Service
Arapaho National Forest
Clear Creek Ranger District
T.3S., R.73W. of the 6th P.M.
Sections 4 & 5
Gilpin County, CO
Length of Roads: 0.28 miles
1,478 ft. x 20 ft. = 0.68 acres**



←..... R-O-W Granted

R-O-W Granted ----->

Portion of the USGS Central City,
Colo. Quadrangle, 1972
Scale 1" = 2,000 feet ↑
Drawn by: M.Kurtinaitis, 10/23/96 North

ARAPAHO
NATIONAL
FOREST

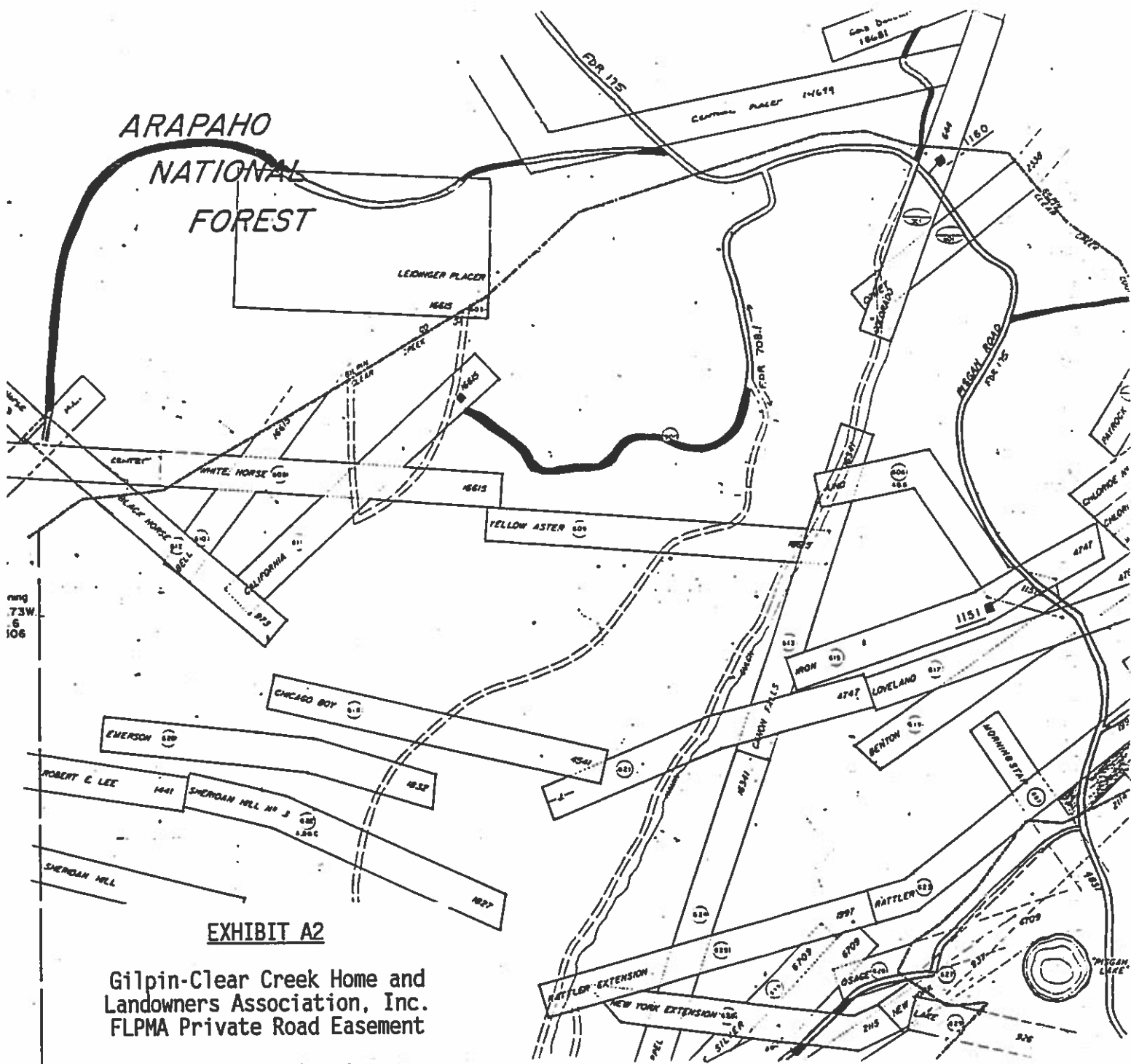


EXHIBIT A2

Gilpin-Clear Creek Home and
Landowners Association, Inc.
FLPMA Private Road Easement

USDA Forest Service
Arapaho National Forest
Clear Creek Ranger District
T.3S., R.73W. of the 6th P.M.
Section 5
Clear Creek County, CO
Length of Roads: 0.95 miles
5,000 ft. x 20 ft. = 2.30 acres

Portion of Clear Creek County Plat
#183505, 02/15/69
Scale 1" = 600 feet
North
Drawn by: M.Kurtinaitis, 01/03/97


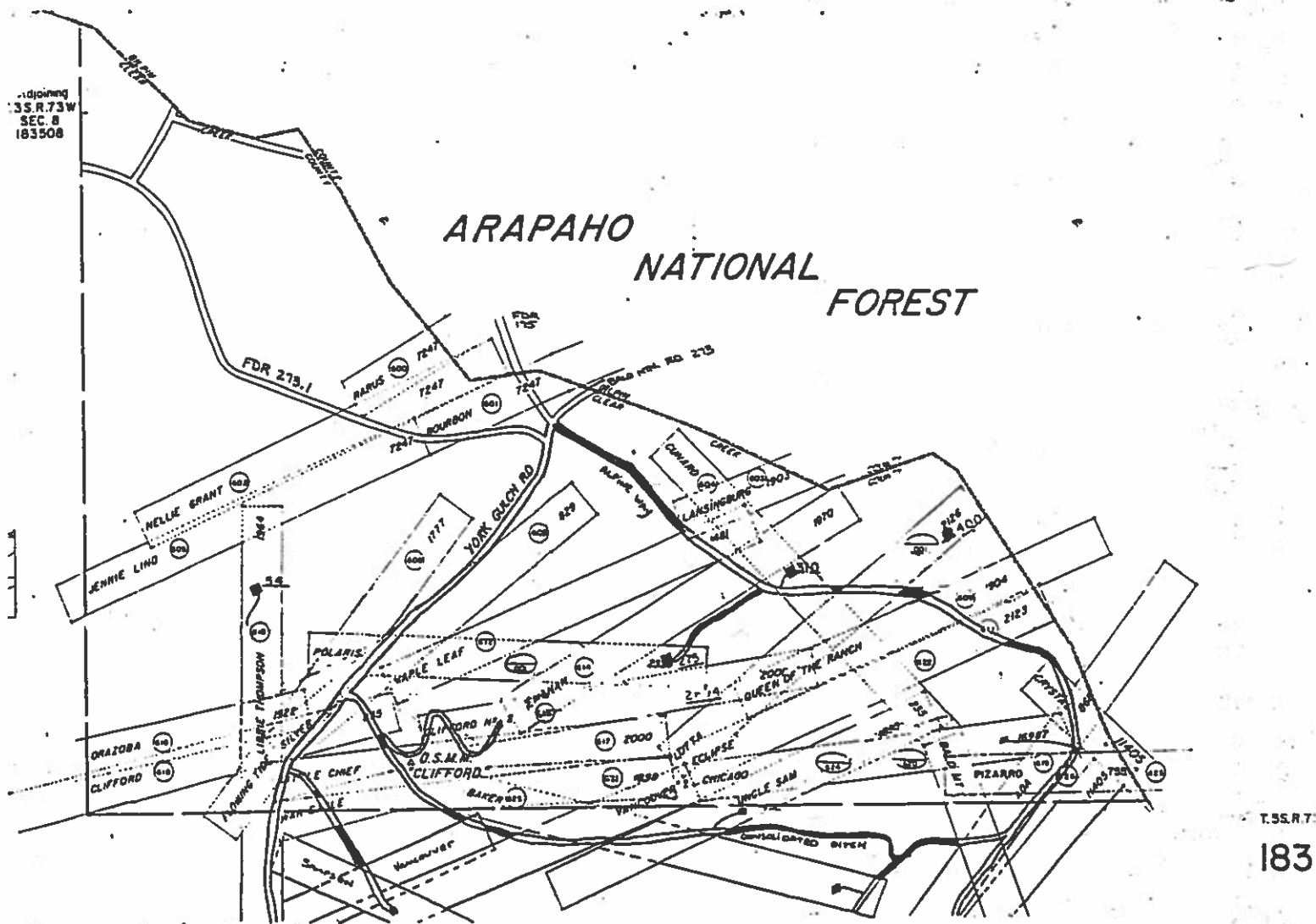
 R-O-W Granted

EXHIBIT A3

Gilpin-Clear Creek Home and
Landowners Association, Inc.
FLPMA Private Road Easement

USDA Forest Service
Arapaho National Forest
Clear Creek Ranger District
T.3S., R.73W. of the 6th P.M.
Section 9
Clear Creek County, CO
Length of Roads: 1.70 miles
8,976 ft. x 20 ft. = 4.12 acres



Portion of Clear Creek County Plat
#183509, 02/15/69
Scale 1" = 600 feet
Drawn by: M.Kurtinaitis, 01/03/97

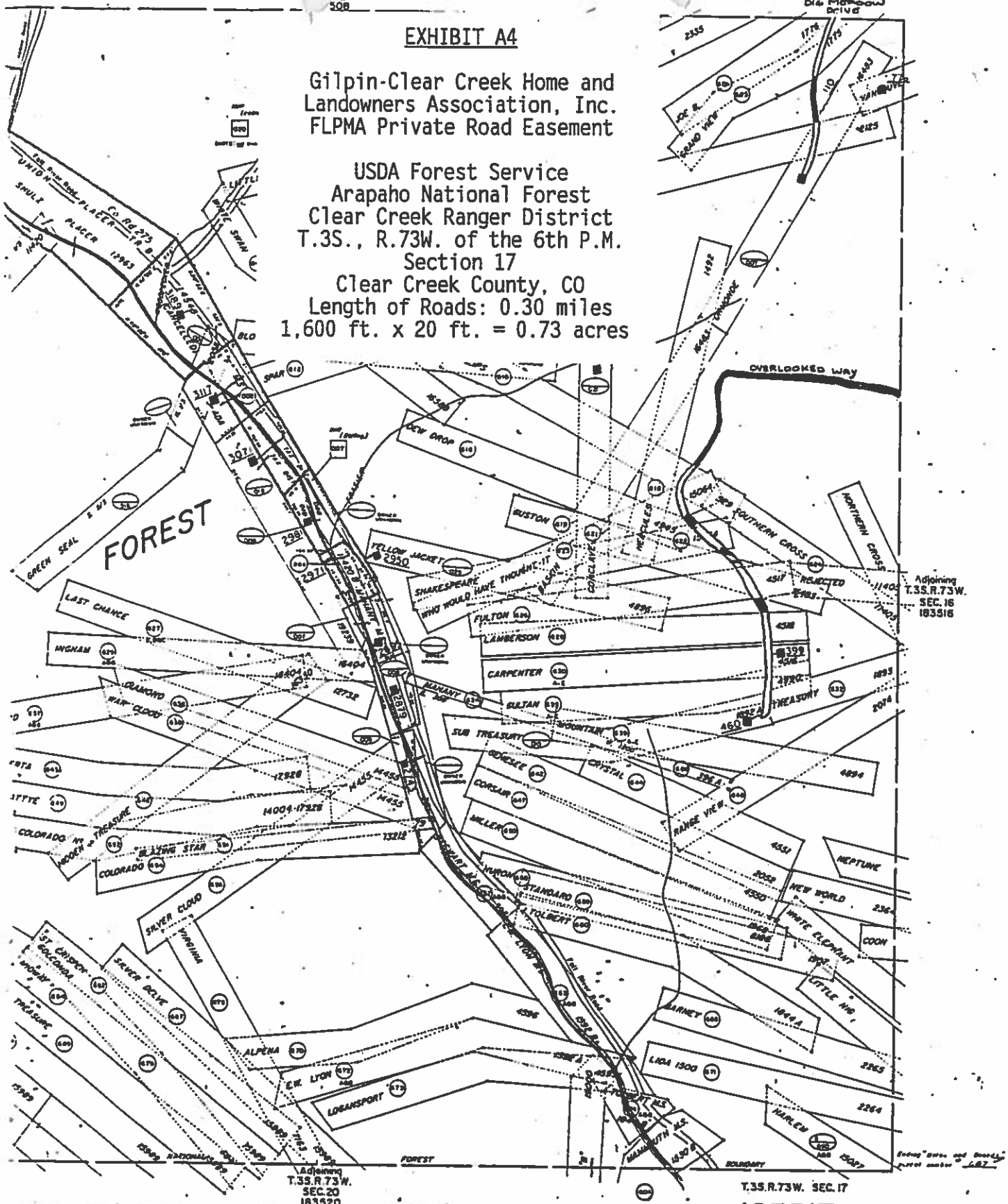
↑ North
— R-O-W Granted

Range
T. 35 R. 73 W.
S. 8
S. 08

EXHIBIT A4

Gilpin-Clear Creek Home and
Landowners Association, Inc.
FLPMA Private Road Easement

USDA Forest Service
Arapaho National Forest
Clear Creek Ranger District
T. 3S., R. 73W. of the 6th P.M.
Section 17
Clear Creek County, CO
Length of Roads: 0.30 miles
1,600 ft. x 20 ft. = 0.73 acres



Adjoining
T. 35 R. 73 W.
SEC. 16
183316

Adjoining
T. 35 R. 73 W.
SEC. 20
183520

T. 35 R. 73 W. SEC. 17

183517

Portion of Clear Creek County Plat
#183517, 02/15/69
Scale 1" = 600 feet North
Drawn by: M.Kurtinaitis, 01/03/97


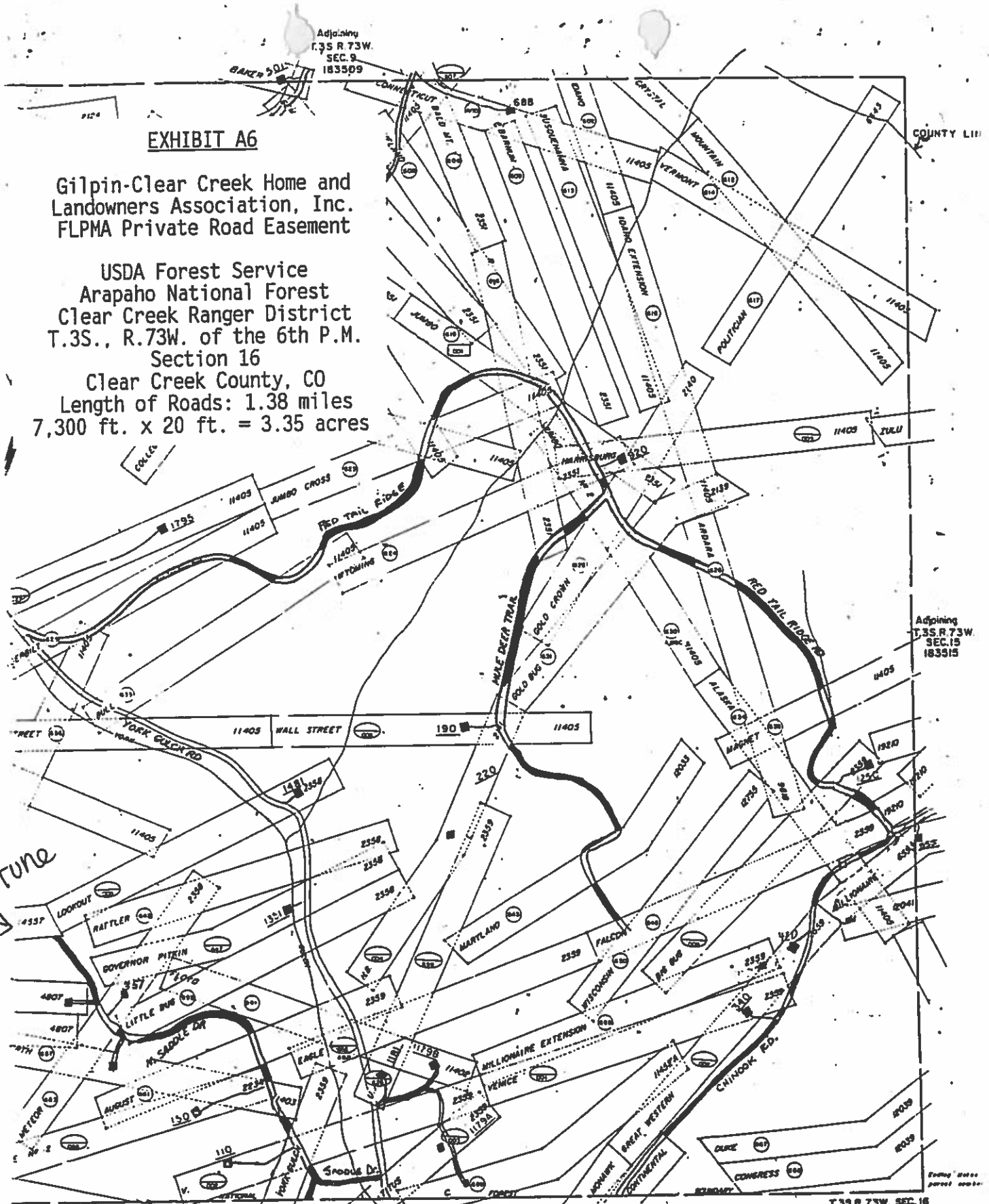
 R-O-W Granted

EXHIBIT A6

Gilpin-Clear Creek Home and Landowners Association, Inc.
FLPMA Private Road Easement

USDA Forest Service
Arapaho National Forest
Clear Creek Ranger District
T.3S., R.73W. of the 6th P.M.
Section 16
Clear Creek County, CO
Length of Roads: 1.38 miles
7,300 ft. x 20 ft. = 3.35 acres

Vegetation



COUNTY
FAR CREEK
BY **LANDOWNERS ASSOCIATION 9217 LKRD**
DATE
01 1989

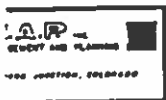
BY: _____ REMARKS

SECTION 15	SECTION 16	SECTION 17	SECTION 18
SECTION 19	SECTION 20	SECTION 21	SECTION 22
SECTION 23	SECTION 24	SECTION 25	SECTION 26
SECTION 27	SECTION 28	SECTION 29	SECTION 30



Adjoining
T.35 R.73 W.
SEC. 16
183516

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30

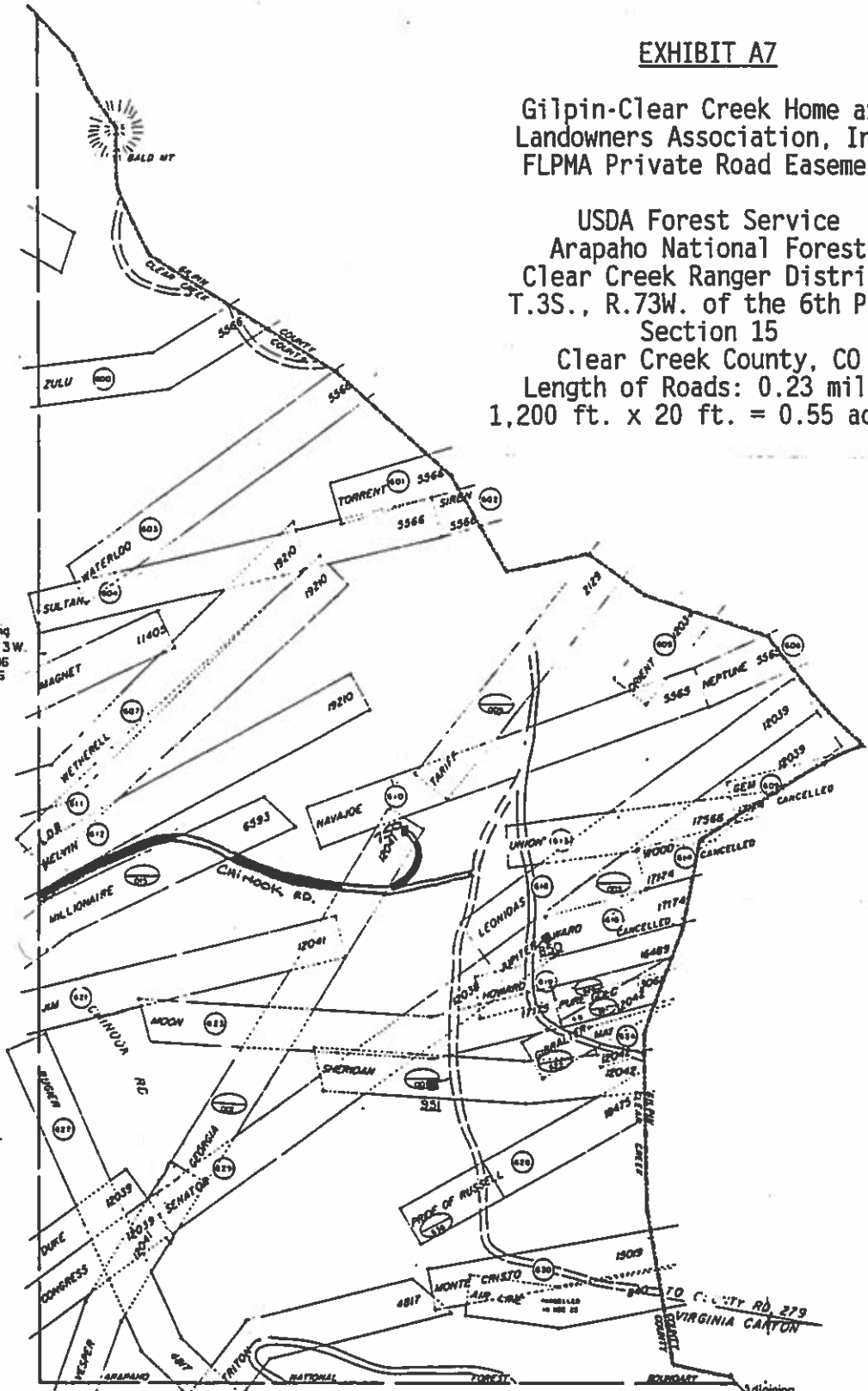


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EXHIBIT A7

Gilpin-Clear Creek Home and
Landowners Association, Inc.
FLPMA Private Road Easement

USDA Forest Service
Arapaho National Forest
Clear Creek Ranger District
T.3S., R.73W. of the 6th P.M.
Section 15
Clear Creek County, CO
Length of Roads: 0.23 miles
1,200 ft. x 20 ft. = 0.55 acres



Adjoining
T.35 R.73 W.
SEC. 22
183522

Portion of Clear Creek County Plat
#183515, 02/15/69
Scale 1" = 600 feet
Drawn by: M.Kurtinaitis, 01/03/97

~ R-O-W Granted

EXHIBIT B

Mineral Survey Summary for Access Under Easement

<u>Mineral Survey Name</u>	<u>M.S. Number</u>	<u>Remarks</u>
Ada	868	Gilpin & Clear Creek
Alaska	11405	
American	4897	
Ardara	9818	
Atlantic	15041	
August	2359	
B. Horse	7553	
Baker	1971	
Bald Mtn.	2351	
Baltic	19278	
Barney	2265	
Barnum	2351	
Baskin	16483	
Benton	4783	
Big Bug	11405	
Boston	14691	
Bourbon	7247	Gilpin & Clear Creek
Brooklyn	4783	Gilpin & Clear Creek
Buck	4747	Gilpin & Clear Creek
Bull	11405	
Bullion	4816	
Buzzard	17023	
C	11452	
C Millsite	11452B	
California	16615	
Canon Falls	16341	
Cherub	19691	
Chicago	16987	
Chloride	4783	
Chloride Extension	4783	
Chloride No. 2	4783	
Chloride No. 3	4783	Gilpin & Clear Creek
Cifford No. 2	2001	
Clifford	835	
College	11405	
Colorado	644	Gilpin & Clear Creek
Comet	2338	Gilpin & Clear Creek
Conclave	16483	
Congo	2335	
Congress	12039	
Connecticut	11405	
Continent	15041	
Continental	4814	
Coon	4807	
Cross	4783	
Crown	11405	
Crystal	11405	Gilpin & Clear Creek
Cunard	2351	
Dakota	12038	
Denbeigh	2035	
Denver	4783	

Dew Drop	4954
Diamond Joe	4558
Duke	12039
Eagle	2359
Eclipse	2123
Elm	11405
Emanan	1970
F Scott Monitor	7247
Falcon	2359
Flowing Tide	1777
Floyd	11402
Forest	4816
Fulton	4517
Gary Cooper Gray Copper	4682
Gem	2351
Genessee	2052
Georgia	12041
Gold Bug	2139
Gold Crown	2140
Gold Dollar	18681
Gould	11405
Governor Pitkin	2358
Grandview	1775
Great Western	2359
Grizzly Bear	2235
Guston	16483
Harlem	15027
Harrisburg	11405
Hercules	1492
Idaho	11405
Idaho Extension	11405
Iowa	6018A
Iron	4747
Jennie Lind	7247
Jim	12041
Joe B	1776
Jumbo Cross	11405
Jumbo Extension	2351
Jumbo No. 2	11405
Juno	11576
Lake	926
Lamberson	4518
Lansingburg	1903
LDB	19210
Leidinger Placer	16615
Leonides	12039
Libbie Thompson	1964
Liberty	19914
Lida	2264
Lion	15429
Little Bug	2358
Little Chief	2000
Little Florence	11405
Little Nig	15027
Little Vorcie	2211
Lombard Street	11405
Loveland	2195
M Russell	4807

Gilpin County

Gilpin & Clear Creek

Mabel	10168	
Mackey	924	
Mackey Extension	4783	
Mackey No. 2 Extension	4783	
Magnet	11405	
Mahaney	396	
Maple Leaf	1481	
Maryland	12033	
Meteor	2358	
Miller	1968	
Millionaire Extension	2359	
Mohawk	4184	
Montana	10563A	
Montana	12929	
Morning Star	4637	Gilpin & Clear Creek
Mt. Pisgah Extension	925	
Navajoe	5565	
Nellie Grant	7247	Gilpin & Clear Creek
Neptune	5565	
Neptune	14557	Clear Creek Cty
New York	2114	Gilpin & Clear Creek
Northern Cross	11405	
Orazoba	1922	
Osage	6709	Gilpin & Clear Creek
Otto	4783	
Pay Rock	9140	
Phillips	529	
Pizarro	755	
Polaris	2333	
Politician	6643	
Puritan	17017	
Queen of the Ranch	1904	
R	2351	
Range View	2174	
Rarus	7247	Gilpin & Clear Creek
Rattler	1996	
Rattler	2358	Clear Creek Cty
Rattler No. 2	4783	Gilpin & Clear Creek
Ray		
Reciprocity	16583	
Recompense	2234	Clear Creek Cty
Recompense	2057	
Rejected	11405	
Rugier	4817	
Saginaw	15028	
Sampson	2162	
Satisfaction	12035	
Senator	12039	
Shakespeare	15064	
Silver Cloud	829	
Silver Star	2043	
Southern Cross	11405	
Sphynx	4817	
SRO	11405	
Standard	4897	
Sub Treasury	1892A	
Susquehana	11405	
Titus	2359	

Treasury	1893
Triton	4817
U	2359
Uncle Sam	1895
University	11405
V	2359
Vancouver	2044
Vancouver No. 2	2334
Vanderbilt	11405
Vendome	5566
Venice	2359
Vermont	11405
Vesper	12041
Vesper Extension	12041
Wall Street	11405
War Eagle	1999
Waterloo	5566
Wedge	4783
Western	2124
White Elephant	2364
White Horse	16615
White Metal	6962
Who Would Have Thought It	15064
Wisconsin	12755
Witheral	19210
Wyoming	2351
York	2125
York Gulch	2359

Gilpin & Clear Creek

**Operation and Maintenance Plan
For
Gilpin-Clear Creek Home and Landowners Association Inc., Private Road Easement
(No Reconstruction)**

This Operation and Maintenance Plan identifies requirements of the Holder to complete for the upkeep and maintenance of the road authorized by this easement, located on National Forest System lands.

The Holder and the Forest Service will review the requirements of this Plan periodically, and it will be modified as necessary to reflect current conditions.

The maintenance work to be performed shall include work necessary to keep road drainage functional, correction of safety problems, and maintenance of the road prism to provide passage of high clearance vehicles, as a minimum.

Out Slope Roads –

1. Maintain rolling dips and outlet ditches.
2. Drainage dip maintenance consists of cleaning existing dips on native surface roads.
3. Drainage dips shall be shaped to a depth and width to provide drainage and in reasonable conformity to the original lines, grades, and cross-section, unless otherwise designated on the ground. Handwork may be necessary to obtain a smooth surface and uniform cross section. Leadoff ditches shall be cleaned for a distance of ten (10) feet from the drainage dip. Material removed, if suitable, may be blended into existing native road surface or shoulders. Outlet ditches will be provided if necessary to insure drainage.

In Slope Roads with Ditches -

1. This work shall consist of cleaning culverts, drainage dips and related items such as catch basins, outlet ditches, lead off ditches, trash racks, drop inlets, head walls, aprons, and existing riprap.
2. Drainage structures and related items shall be cleared of all foreign material and all vegetative growth that interferes with the flow pattern. Grass shall be left in place provided drainage is not obstructed.
3. Culverts which have silted into a depth of $\frac{1}{4}$ of their opening height or more shall have their inlet and outlets cleaned as well as three (3) feet of the upper and lower ends of the inside cleaned out to expose the full diameter of the culvert.
4. Catch basins shall be cleared of material to the bottom of the invert of the culvert and at least eighteen (18) inches horizontally towards the back slope or the width of the basin; whichever is greater.
5. The back slope shall be cleaned of loose material for a distance of thirty-six (36) inches as measured from the bottom of the ditch up the back slope and for a width of thirty-six (36) inches as measured horizontally on the back slope.
6. Inlet channel transition for the ditch line to the catch basin shall be cleaned at a distance of ten (10) feet. Material removed, if suitable, may be blended into existing native road surfaces

or shoulders. On aggregate surfaced roads, care must be taken to assure the material is not mixed into the existing aggregate. Unsuitable material shall be disposed of by side casting. Side casting into streams, lakes or watercourses will not be permitted.

7. Ditches shall be cleaned to conform to previous line, grade, and cross section. Cleaning is not required on ditches that provide drainage and are free of debris larger than three (3) inches in diameter and one (1) foot in length.

All Roads –

1. Brush, trees, and limbs from clearing shall be scattered outside the roadway and drainage ways. Concentrations of slash and debris greater than twelve (12) inches above the ground will not be permitted.
2. Sloughs, slides, and slumps of less than 2 cubic yards shall be repaired and stabilized. Side casting into streams, lakes or watercourse will not be permitted. Repair of larger sloughs, slides, and slumps shall require prior approval of the authorized officer.
3. Ruts and washouts that prevent normal road surface runoff and have a potential to further damage the road or adjacent resource shall be repaired. Materials for filling the ruts shall be generated from the roadway or, if necessary, from approved aggregate sources. Material shall be placed in layers and compacted by operating equipment over the full width of each layer.

4. Maximum drainage structure spacing:

Road Grade %	Maximum Drainage Spacing (Feet)
1-3	600'
4-6	300'
7-9	200'
10-12	100'

5. Drainage outlets protection: Drainage outlets shall be provided with sediment traps, vegetated filter strips, rock stabilizers, or other features to trap sediment, disperse water, and minimize erosion.
6. Maintenance work shall be done promptly to insure safe, efficient transportation and to protect roads, streams, and adjacent lands from damage.
7. No changes to, or widening of, the running surface or the cleared width will be made unless the authorized officer approves the work.
8. Except for snowplowing, all maintenance activities will be limited to periods without snow, runoff, or saturated soils. Limit equipment operations in wet soils to minimize puddling, rutting, and gullyng.
9. All seed and mulch used will be certified weed free. Any maintenance or repair activities requiring the use of seed shall require an approved seed mix by the authorized officer.
10. Noxious weeds - Commensurate with the anticipated risk of invasion of noxious weeds, ground disturbing activities shall include a pre and one or more post maintenance surveys to document pre-existing infestations and to evaluate the effects of maintenance activities on noxious weeds. Design maintenance activities so work will not take place in weed infested areas during the time when the weeds are capable of being spread by the maintenance

activities. When conducting road maintenance where shoulders and ditches are covered by desirable vegetation, consider leaving the vegetation in place rather than blading it off, if this will not create a safety hazard.

11. Holder will prevent hazardous materials, including petroleum-based products, from reaching any stream or other waters. Holder will not store hazardous materials on National Forest System lands.

Stream Crossings –

1. Install stream crossings to pass normal flood flows and remain stable for 100-year floods.
2. Design and install stream crossings to maintain natural stream gradient and permit fish passage.
3. Stabilize fill material with rock, vegetation or other material to prevent erosion.

Snow Removal -

1. During snow removal operations, banks shall not be undercut nor shall gravel or other road surface material be bladed off the roadway surface.
2. Removal of snow, ice, and debris from ditches and culverts so system will function efficiently at all times.
3. Snow berms shall not be left on the road surface. Berms left on the shoulder of the road shall be removed and/or drainage holes opened.
4. Holder's damage from, or as a result of, snow removal shall be restored in a timely manner.

Gate and Road Sign Installation -

1. Must be approved prior to installation.
2. Shall be installed by Holder, according to Forest Service gate and sign specifications.

D. W. K. 12/15/03 James S. Bedwell 1-26-04
Name of Holder Date Forest Supervisor Date