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**ACCESS EASEMENT AND MAINTENANCE AGREEMENT
FROM LOT 2 TO LOT 1, MCGEHEE SUBDIVISION**

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Grant and Agreement”) is entered into this 27th day of December, 2021 (“Effective Date”) by and between DALE D. & STEPHANIE B. MCGEHEE (“Grantors”), whose address is 10957 Mount Evans Dr, Falcon, CO 80831, and DALE D. & STEPHANIE B. MCGEHEE (“Grantees”), whose address is 10957 Mount Evans Dr, Falcon, CO 80831 (Grantors and Grantees hereinafter collectively referred to as “Parties”).

RECITALS

- A. The Grantors are the owners of the real property located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as Lot 2 of the McGehee Subdivision.
- B. The Grantees are the owners of the real property located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as Lot 1 of the McGehee Subdivision.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the following grant, agreement, covenants, and restrictions are made and Grantors and Grantees agree as follows:

1. Grant of Nonexclusive Access Easement: The Grantors hereby grant to the Grantees and their successors and assigns a perpetual, nonexclusive thirty-foot (30’) access easement (“Easement”) for the purpose of vehicular and pedestrian ingress, egress, and easement maintenance upon, across, over, and through the burdened land, Lot 2 as legally described in Exhibit “A” and as shown in Exhibit “B”, attached hereto and incorporated herein by this reference.
2. Maintenance of the Easement: The Easement shall be equally maintained by the Parties and shall each pay an equal portion of maintenance and repair costs, unless the expense to repair is attributable to a specific party. “Maintenance” or “repair” includes, but is not limited to, graveling, paving, draining, removing snow, clearing, or providing any other maintenance or repair-type service however defined, on, or within, the Easement. The Easement shall, at a minimum, meet current county standards for gravel or paved roads, as applicable. The Easement will, at all times, be kept in passable condition without potholes, sinkholes, obstructions, or other unstable or unpassable conditions.

a. Determination of Necessary Maintenance. Easement maintenance and improvements will be made whenever necessary to maintain the easement in good operating condition and to insure the provision of safe access by the undersigned, their guests, governmental agencies, utility providers, and emergency service providers and vehicles. The easement must comply with the requirements of all local government ordinances and laws. The Parties will designate a single representative ("Owner Representative") to seek out bids for the maintenance and improvements, and all Parties must agree before accepting a bid for any maintenance or improvement contract. If either party performs improvements, maintenance, repairs, or replacements without the approval of all Parties, then the party performing such work shall become liable for the entire cost thereof.

b. Prepayment. Prepayment of maintenance and improvement costs will be made to the Owner Representative prior to initiation of such maintenance and improvement work. The Owner Representative shall provide a written acceptance of payment for the maintenance and improvement costs to the pre-paying party upon receipt of the prepayment funds.

3. Retained Use. Grantors retain the right to the full use and enjoyment of their property as encumbered by this Grant and Agreement to the extent not inconsistent with, and that does not interfere with Grantees' respective use and enjoyment of the Easement, and consistent with the terms and conditions of this Grant and Agreement.

4. Binding Effect. This Grant and Agreement shall be binding upon the undersigned Grantors and Grantees, and their respective successors, assigns, and personal representatives. This Grant and Agreement may not be revoked without the written unanimous consent of the Grantors and Grantees, or their respective successors, assigns, and personal representatives. This Grant and Agreement shall be recorded in the public land records of the Office of the Clerk and Recorder of El Paso County, Colorado, shall be a covenant running with the lands of the Grantors and the Grantees as those lands are described herein above, and shall be enforceable by the Grantors and the Grantors' successors and assigns and personal representatives and the Grantees and Grantees' successors and assigns and personal representatives. Any persons or other entities who hereby acquire title to the Grantors or Grantees property hereinabove described, whether by purchase or otherwise, shall be subject to the provisions of this Grant and Agreement to the same extent as if such parties had been signatory to this Grant and Agreement.

5. Amendments. This Grant and Agreement may be amended only by a written instrument executed by all Parties.

6. Warranty. Grantors warrants that it holds good title to the burdened land, and thereby has the authority and right to enter into this Grant and Agreement.

7. Cooperation Clause. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Grant and Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.

8. Notice of Action. Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Grant and Agreement, and effective upon receipt.

9. Governing Law. This Grant and Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

10. Severability. If any provision of this Grant and Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Grant and Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

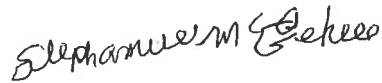
11. Entire Agreement. This Grant and Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Grant and Agreement as of the date first above written.

GRANTORS



Dale D. McGehee

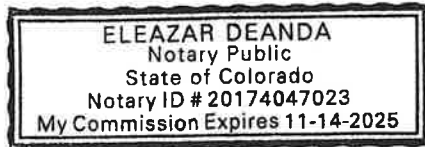


Stephanie B. McGehee

STATE OF Colorado)

) ss.

COUNTY OF El Paso)



On this 27 day of December, 2021, before me, the undersigned, a Notary Public in and for said County and State, Dale D. and Stephanie B. McGehee, known to me to be the

