

VR 23.19

SHARED ROADWAY AND MAINTENANCE AGREEMENT AND DECLARATION

This Shared Roadway and Maintenance Agreement and Declaration ("Agreement") is made with an effective date of April 30th, 2024, by Seder Investment, LLC, a Colorado limited liability company, whose address is 2725 Akers Dr, Colorado Springs, CO 80922 (hereinafter the "Grantor"), for the purpose of governing the maintenance, improvement, and repair of the shared driveway as set forth herein.

RECITALS:

a. WHEREAS, Grantor is the owner of the following described real estate located within the County of El Paso, State of Colorado, and which are set forth on **Exhibit A** to wit:

LOT 7 AKERS SUB 1, EX THAT PT CONV TO COUNTY BY REC#209123580

This is known herein as the "Property."

b. WHEREAS, the Grantor proposes and is in the process of re-platting the Property, dividing the Property into two (2) separate parcels, with such parcels to be known hereafter as "Lot 1" and "Lot 2, SEDER SUBDIVISION" and which are set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

c. WHEREAS, the re-platting of the Property will require and necessitate the identification of and an easement for ingress and egress, utilities, and other approved activities, across Lot 1 and 2 and for the benefit of Lot 1 and Lot 2. The driveway is identified and set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

d. WHEREAS, Grantor desires to hereby provide for and establish a perpetual easement for such shared driveway (the "Driveway") and for the future maintenance and repair thereof.

NOW THEREFORE, in consideration of promises and terms set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate, ratify, establish, convey, reserve and confirm a perpetual non-exclusive easement and right of way for ingress, egress and utilities for the Driveway as set forth and described in **Exhibit B** attached hereto and incorporated herein by this reference and as reflected in Grantor's replat of the Property.

IT IS FURTHER DEDICATED, RATIFIED, ESTABLISHED, CONVEYED, RESERVED AND CONFIRMED the following:

- 1. The Driveway shall be used and maintained as a common driveway for the shared use and benefit of the owners of Lot 1 and Lot 2, and their lawful invitees, licensees, occupants, customers, and their transferees, successors, and assigns (collectively the "Owners of Lot 1" and the "Owners of Lot 2").

Steve Schleiker El Paso County, CO
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2. Any expenses related to or arising from installation or maintenance of utilities within the Driveway shall, unless otherwise agreed in writing between the Owners of Lot 1 and Owners of Lot 2, be the sole obligation of the Lot served by such utilities, related lines and facilities. To the extent both Lot 1 and Lot 2 shall both be served by the installed utilities, related lines and facilities, then the Owners of Lot 1 and Owners of Lot 2 share equally in the costs and expenses related to or arising from installation or maintenance of utilities within the Driveway.
3. Sharing of costs for maintenance, improvement, repair (collectively "Maintenance"), and removal of snow and ice ("Snow Removal"). The Owners of Lot 1 and Owners of Lot 2, except to the extent a required repair, improvement, or maintenance is required due to the acts, omissions, errors or other conduct by Owners of Lot 1 and Owners of Lot 2, in which instance said Owner shall pay 100% of such required Maintenance, it is declared and agreed that the Owners of Lot 1 and Owners of Lot 2 shall each be responsible for 50% of the cost of Maintenance of the Driveway, including without limitation, maintenance, improvement or repair of the Driveway surface and snow and ice removal.
4. Regarding snow and ice removal, responsibility for snow and ice removal. In odd numbered years, the Owners of Lot 1 shall be responsible for snow and ice removal and in even numbered years, the Owners of Lot 2 shall be responsible for snow and ice removal from the shared Driveway, either personally or through the engagement of an outside contractor.
5. It is further declared and agreed that the Owners of Lot 1 and the Owners of Lot 2 agree that the other party shall have the right to place a lien against the Lot of the other for the other party's nonpayment of 50% of the costs of maintenance, improvement, or repair of the shared Driveway or removal of snow and ice.
6. The terms and conditions of this Agreement shall be binding upon the Owners of Lot 1 and the Owners of Lot 2, and their heirs, successors and assigns. This Shared Driveway Agreement shall not be modified except in writing signed by the parties, their successors or assigns.
7. The Driveway is to be solely used for ingress and egress to the Lot 1 and Lot 2 and may never be transferred or conveyed separately or apart from Lot 1 or Lot 2, and shall not be used for any purpose other than ingress or egress to Lot 1 or Lot 2, including without limitation, the Driveway shall not be used for storage, parking, or other use that would interfere with the use of the Driveway. The Driveway is permanent and any transfer or conveyance of Lot 1 and/or Lot 2 is subject to the Driveway, the easement, and this Agreement which runs with Lot 1 and Lot 2.
8. The Owners of Lot 1 and the Owners of Lot 2 shall meet and confer with one another no less frequently than quarterly (e.g., every three months) regarding the Driveway, including without limitation, needed, anticipated or proposed future Maintenance, repairs,

expenditures for the Driveway; and, except in the event of an emergency requiring immediate repairs, no cost or expense shall be incurred without the prior agreement of the Owners of Lot 1 and the Owners of Lot 2. Each Owner shall maintain records of any and all Maintenance costs or expense paid or incurred, with itemizations thereof to be exchanged between the Owners of Lot 1 and the Owners of Lot 2 no less frequently than quarterly (*e.g.*, every three months), with any payment due by the Owners of Lot 1 and/or the Owners of Lot 2, to be paid to the other Owner within 30 days of the date of receipt of the itemizations from the other Owner.

9. In the event there is any dispute arising out of or related to this Agreement shall first be mediated before a mediator jointly selected by the parties. The costs of the mediation shall be borne equally by the Owners of Lot 1 and the Owners of Lot 2. Mediation shall be a condition precedent to commencing any action concerning any dispute.
10. In the event of any action which is brought to enforce the terms of this Agreement or seek collection of any amounts due from the Owners of Lot 1, the Owners of Lot 2 or their successors, assigns or heirs, the prevailing party shall be entitled to recovery all attorneys' fees, costs, fees and other expenses incurred in such action, including without limitation, expert fees, survey fees, costs, and any other damages incurred by the prevailing party.
11. An original of this Agreement may be executed and acknowledged by each party separately and when each original has been signed such originals together shall be deemed to be a full and complete Agreement.
12. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado.
13. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the parties and the Owners of Lot 1 and the Owners of Lot 2.
14. Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties, the Owners of Lot 1 and the Owners of Lot 2 and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
15. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
16. All exhibits described in and attached to this Agreement are herein incorporated by reference.

17. Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either party's address as shown herein or, if none, to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.
18. This Agreement represents the entire agreement between the parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Easement Agreement and signed by the parties.

IN WITNESS WHEREOF, Seder Investments, LLC has executed this document this 30th day of APRIL 2024.

Signature Pages Follow

Steven B. Seder
Seder Investments, LLC
By: STEVEN B. SEDER
Its: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing Agreement was acknowledged before me on April 30th, ~~2023~~ ²⁰²⁴, by Steven B. Seder, the manager of Seder Investments, LLC.

Witness my hand and official seal.

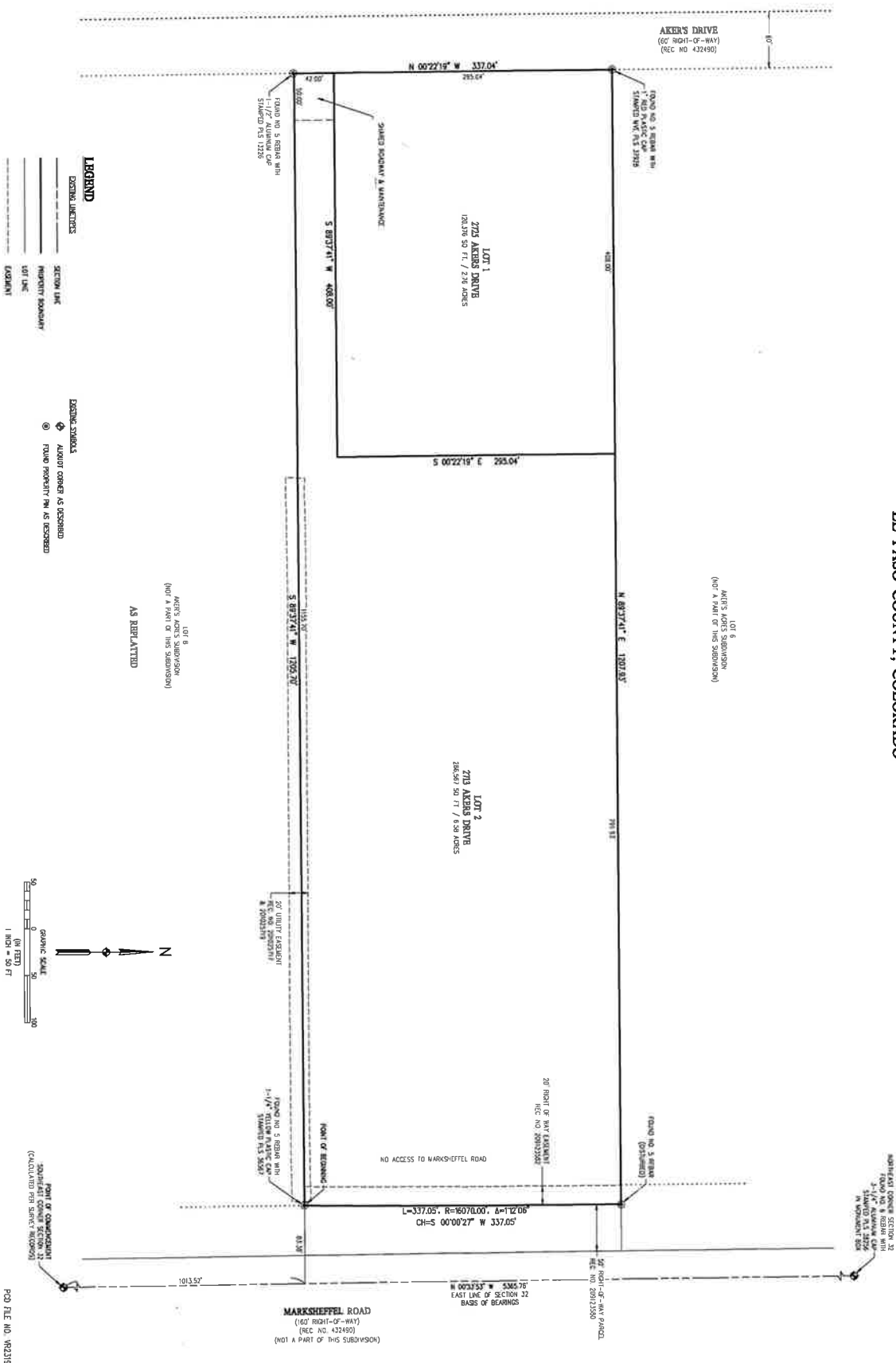
My commission expires: 1/13/2026

Kelly M. Hills
Notary Public

KELLY M. HILLS
Notary Public
State of Colorado
Notary ID # 20014033687
My Commission Expires 01-13-2026

" EXHIBIT B "

SEDER SUBDIVISION
A REPLAT OF LOT 7, AKERS ACRES SUBDIVISION NO. 1
 LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
 EL PASO COUNTY, COLORADO



LEGEND

ESSENTIAL LINES

SECTION LINE

PROPERTY BOUNDARY

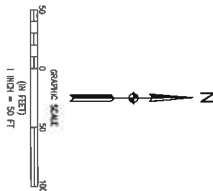
LOT LINE

COMMON

ESSENTIAL SYMBOLS

⊕ ABOUT CORNER AS DESCRIBED

⊙ FOUND PROPERTY PIN AS DESCRIBED



POINT OF COMMENCEMENT
 (CALCULATED PER SURVEY MONITORING)

FOOTING PLAT NO. 162319

<p>SEDER INVESTMENT, LLC</p> <p>EL PASO COUNTY</p> <p>SEDER SUBDIVISION</p> <p>SE 1/4 OF SEC. 32, T13S, R65W OF THE 6TH P.M.</p> <p>2725 AKERS DR, COLORADO SPRINGS, CO 80922</p>		<p>REVISION DESCRIPTION</p> <p>COUNTY COMMENTS</p>	<p>PREPARED BY DATE</p> <p>DAM/DJW 11/22/2023</p>	<p>DRAWN BY</p> <p>DAM</p> <p>CHECKED BY</p> <p>AAD</p>	<p>BASLINE</p> <p>Engineering • Planning • Surveying</p> <p>4800 INDEPENDENCE DR, SUITE 100 • FORT COLLINS, COLORADO 80526</p> <p>P: 970.225.7500 • F: 970.225.4800 • www.baselinesurvey.com</p>
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22