

UR 118-002

COMMON DRIVEWAY EASEMENT AGREEMENT

THIS COMMON DRIVEWAY EASEMENT AGREEMENT, made this 17th day of August, 2021, by and between David and Alyce McElhoes (party A) and their heirs, personal representatives, assigns, and successors in interest, and Roberto Tellos Jr. (party B) and his heirs, personal representatives, assigns, and successors in interest for the purpose of governing the maintenance, improvement, and repair the driveway shared by their 2 adjoining parcels.

1. Property affected. Party A is the owner of Lot 3 Dancing Wolf Estates IV, and Party B is the owner of Lot 4 Dancing Wolf Estates IV. Parcel A and Parcel B share a driveway; this shared driveway is created by an express easement. The shared driveway is described as Ten feet (10') on either side of the common lot line between Lot 3 and Lot 4 Dancing Wolf Estates IV commencing from Dancing Wolf Way up the common lot line and continuing for Twenty feet (20') past the centerline of the driveway culverts.

2. Purpose of this agreement. Party A and Party B have entered into this agreement to govern the maintenance, improvement, and repair of the share driveway, culverts and rip rap adjoining culverts. This agreement will schedule the maintenance, improvement, or repair of the driveway and culverts.

3. Sharing of costs for maintenance, improvement, repair, and removal of snow and ice. Party A and Party B agree to each be responsible for 50% of the cost of maintenance of the Shared Driveway, including without limitation, maintenance, improvement or repair of the driveway surface, culverts, weed control, and snow and ice removal due to normal wear and tear. Maintenance of the drainage rip rap and tow of the slope above the culverts shall be the responsibility of the owners of Lot 3 Dancing Wolf Estates IV and maintenance of the drainage rip rap and tow of the slope below the culverts shall be the responsibility of the owners of Lot 4 Dancing Wolf Estates IV. If any part of the common driveway is damaged by either party, including the drainage rip rap and culverts, it shall be that parties' responsibility to repair it back to its original state.

4. Creation of the right to a lien for nonpayment. Party A and Party B agree that the other party shall have the right to place a lien against the property of the other for the other party's nonpayment of 50% of the reasonable costs of maintenance, improvement, or repair of the shared driveway or removal of snow and ice.

5. Responsibility for snow and ice removal. In odd numbered years, Party A and in even numbered years, Party B shall be responsible for removing snow and ice from the shared driveway, either personally or through the engagement of an outside contractor. In the event a lot is unoccupied, then the driveway maintenance will be done solely by the occupied property.

6. Maintenance, Improvement or Repair. Party A and Party B agree to maintain reasonable snow removal for vehicle passage and maintain/grade a 2" layer of road base free of major ruts and potholes. Any snow from plowing must be placed on the lot of the party responsible for the maintenance that year or in a mutually agreed upon location. Culverts must not be allowed to erode around the inlet or outlet. Tow of the slope and rip rap must be maintained free of debris and weeds.

7. The easement granted herein shall be limited to ingress and egress, and the scope of use shall be limited to vehicular and pedestrian traffic associated with the common trail area and single family residential use to the extent permitted by the Declaration of Covenants for Dancing Wolf Estates, as recorded with the El Paso County Clerk and Recorder. Neither party shall park any vehicle, nor allow any object, personal property, or any other thing to remain on or obstruct the Common Driveway.

Initials Party A GTW Date 8-17-22 Initials Party B RT Date 8-17-22

The parties to this agreement may seek immediate injunctive relief from a court of competent jurisdiction in El Paso County, Colorado to enforce this agreement. The parties may have vehicles blocking access towed by a licensed towing operator as provided in C.R.S. § 42-4-201 *et seq.*

8. Transferees, Successors and Assigns. Party A and Party B intend this agreement to bind and benefit the owners and occupiers of both parcels and their transferees, successors, and assigns. This Common Driveway Easement Agreement shall not be terminated or amended except by the express written agreement of the First Owner and Second Owner as defined in this agreement. This easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting the parties' property.

David B McElhoes & Alyce T. McElhoes
David B McElhoes

Typed or Printed name of Party A:
STATE OF COLORADO
COUNTY OF EL PASO

The forgoing certification was acknowledged before me in El Paso County, Colorado on this 7 day of September, 2020-22

By David B McElhoes and Alyce T McElhoes - By Kimberlie Demio

Witness my hand and official seal

KYMBERLIE KATHERINE ROSE DEMIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224017327
MY COMMISSION EXPIRES APRIL 29, 2026

My commission expires April 29, 2026 Notary Public

Roberto Tello
Typed or Printed name of Party B
STATE OF COLORADO
COUNTY OF EL PASO

The forgoing certification was acknowledged before me in El Paso County, Colorado on this 17th day of Aug, 2020-22
By Roberto Tello

Witness my hand an official seal

ADRIAN CANTU
Notary Public
State of Colorado
Notary ID # 20174046550
My Commission Expires 11-09-2021

My commission expires 11/09/2021 Notary Public Adrian Cantu

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Initials Party A QTH Date 8-17-22 Initials Party B RT Date 8-17-22

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David B McElhoes & Alyce T. McElhoes
David B McElhoes Alyce T. McElhoes

Typed or Printed name of Party A,
STATE OF COLORADO
COUNTY OF EL PASO

The forgoing certification was acknowledged before me in El Paso County, Colorado on this 7 day of September, 2020-22

By David B McElhoes and Alyce T McElhoes - By Kimberlie Dettlo

Witness my hand and official seal



My commission expires April 29, 2026 Notary Public

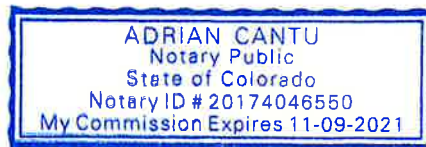
Roberto Tello Roberto Tello

Typed or Printed name of Party B
STATE OF COLORADO
COUNTY OF EL PASO

The forgoing certification was acknowledged before me in El Paso County, Colorado on this 17th day of Aug, 2020-22

By Roberto Tello

Witness my hand an official seal



My commission expires 11/09/2021 Notary Public Adrian Cantu