

# GRANT OF RIGHT OF WAY

David and Alyce McElhoes, owners of Lot 2 Dancing Wolf Estates IV, of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto the owners of Lots 3 and 4 Dancing Wolf Estates IV, herein called "Grantees", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, and operate common driveway drainage structures as may be found advisable and in the drainage report for plat filing of Dancing Wolf Estates IV, including the necessary culverts, rip rap, fabric, and other fixtures over, upon, under and along an area of land as follows:

Along the common driveway for Lots 3 and 4 Dancing Wolf Estates IV an easement is granted on the slope of the common driveway and for 10' on either side of the slope to maintain the slope and any vegetation thereon. Additional easement is granted to build the driveway and the rip rap on either end of the culverts, approximately, but not limited to, a 60' long and 40' wide piece of land. Easement is granted for normal equipment movement to build the driveway, install the culverts, install erosion blankets and fabric, and install the required rip rap on culvert ends.

Together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such structures on or near said strip of land.

Grantor further grants unto the Grantees, the right, privilege and authority to grant, permit or license any other subcontractors to maintain within, over, upon and under said land.

TO HAVE AND TO HOLD said land to Grantees, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said land, and the Grantees, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said land. The Grantor agrees that all objects upon or under said easement remain the property of Grantees.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said land by the Grantees, its successors and assigns, for the proposes aforesaid.

The Grantees, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating anything that would damage or alter any drainage flow, structures installed on Grantors property including buildings, parking areas, trees outside of the easement area or vegetation outside the easement area, unless mutually agreed upon between Grantor and Grantees. If not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantees, its successors or assigns, and the third person by the two persons aforesaid, but third person must have a minimum of 10 years in construction arbitration, the award of such three persons to be final and conclusive. Any award shall be for repair and replacement only of damages item (s) and no punitive damages may be awards.

The words "Grantor" or "Grantee", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

Grantor David McElhoes and Alyce McElhoes address 16605 Dancing Wolf Way  
CS CO 80908

Dated 13 Oct 2022

STATE OF COLORADO  
COUNTY OF El Paso

The within instrument was acknowledged before my this 13th day of October, 2022

BY [Signature] and [Signature]

Print above and sign here: **KIMBERLY WRIGHT** Notary Public  
State of Colorado  
Notary ID # 19974017935  
My Commission Expires 11-13-2025  
Witness my hand and official seal  
[Signature] (Notary Public)  
11-13-2025 (My Commission expires)

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Together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such structures on or near said strip of land.

Grantor further grants unto the Grantees, the right, privilege and authority to grant, permit or license any other subcontractors to maintain within, over, upon and under said land.

TO HAVE AND TO HOLD said land to Grantees, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said land, and the Grantees, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said land. The Grantor agrees that all objects upon or under said easement remain the property of Grantees.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said land by the Grantees, its successors and assigns, for the proposes aforesaid.

The Grantees, for itself, its successors and assigns, hereby agrees to pay any damage which my arise from constructing, maintaining, operating anything that would damage or alter any drainage flow, structures installed on Grantors property including buildings, parking areas, trees outside of the easement area or vegetation outside the easement area, unless mutually agreed upon between Grantor and Grantees. If not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantees, its successors or assigns, and the third person by the two persons aforesaid, but third person must have a minimum of 10 years in construction arbitration, the award of such three persons to be final and conclusive. Any award shall be for repair and replacement only of damages item (s) and no punitive damages may be awards.

The words "Grantor" or "Grantee", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

Grantor David McElhoes and Alyce McElhoes address 16605 Dancing Wolf Way  
CS CO 80905

Dated 12 Oct 2022

STATE OF COLORADO  
COUNTY OF El Paso

The within instrument was acknowledged before my this 13th day of October, 2022

BY David McElhoes and Alyce McElhoes

Print above and sign here: **KIMBERLY WRIGHT** Notary Public  
State of Colorado  
Notary ID # 19974017935  
My Commission Expires 11-13-2025  
Witness my hand and official seal  
Kimberly Wright (Notary Public)  
11-13-2025 (My Commission expires)