

ACCESS, EASEMENT AND MAINTENANCE AGREEMENT
FROM LOT 1 TO LOTS 2, 3, AND 4, MARY JANE RANCH PRELIMINARY PLAN

THIS ACCESS, EASEMENT AND MAINTENANCE AGREEMENT, dated for reference this 2nd day of July, 2024, is made between:

Mountains Reign Ranch Trust (the current owner of Lot 1, Mary Jane Ranch subdivision)
(hereinafter referred to as "Grantor"), and

All current and future owners of Lot 1, Lot 2, and Lot 3 of Mary Jane Ranch subdivision
(hereinafter referred to as "Grantee").

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grant, easement, agreement, covenants, and restrictions are made:

1. The Grantor is the owner of the following described real property, situated in the County of El Paso and the State of Colorado, to-wit:

Lot 1, Mary Jane Ranch Preliminary Plan
2. The Grantees are the owners of the following described real property, situated in the County of El Paso and the State of Colorado, to-wit:

Lot 2, 3, & 4, Mary Jane Ranch Preliminary Plan
3. Grant of Use: The Grantor hereby grants to the Grantee and his/ her successors and assigns, a nonexclusive easement for access to and use of that portion of the Grantor's property, described on the plat of Mary Jane Ranch Subdivision as "travel easement," with uses to include ingress, egress, and maintenance of the easement.
4. Use of the Premises: Use of **Lot 1** by its owner is not confined to the present configuration of the property, and the owner of **Lot 1** may construct improvements on or otherwise modify or use his/ her property. However, the Grantor and all Grantees agree to construct no fences or place any other obstructions on their respective properties in a manner which would prevent, or reasonably impede, vehicle or personnel travel across those portions of their respective properties described on the plat of Mary Jane Ranch Subdivision as "travel easement" that lies on **Lot 1**. Otherwise, the Grantees each shall have full use and occupancy of land over which the easement passes.
5. Maintenance of the Easement(s): The easement shall be equally maintained by the Grantor and all Grantees sharing the respective easement and shall each pay an equal portion of maintenance and repair costs, unless the expense to repair is attributable to a specific party (in such case the attributable party shall pay the full expense to repair). "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 shared private access road within the easement. The private access road shall, at a minimum, meet current county standards for a gravel, private access road (if paved, applicable county standards of a paved

private access road shall apply). The private access road shall, at all times, be kept in passable condition without potholes, sinkholes, obstructions, or other unstable or unpassable conditions. The private access road may be paved if the sharing parties agree to share the cost of paving, or if one party agrees to bear the total cost for the pavement. In no case shall a paved private access road fall below the county standard for access drives.

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

GRANTOR: Robert S. Williams **Robert S. Williams, Trustee, Mountains Reign Ranch Trust**
(current owner of Lot 1, Mary Jane Ranch subdivision)

GRANTEE: Robert S. Williams **Robert S. Williams, Trustee, Mountains Reign Ranch Trust**
(current owner of Lot 2, 3, & 4, Mary Jane Ranch subdivision)

State of Colorado
County of El Paso
On this 2 day of Aug., 2024 Robert Stuart Williams
personally appeared before me, whose identity I verified on the
basis of CDL, to be the signatory to the foregoing
document and he/she acknowledged that he/she signed it.
Notary Public: Laura Laulu
My Commission Expires 5/19/2025

LAURA LAULU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024004018
My Commission Expires 05-19-2025