

**El Paso County Clerk & Recorder: Index in Grantee Indexes as 6225 Vessey LLC and
under Grantor as 6225 Vessey LLC**

**SHARED ACCESS DRIVE
EASEMENT AND MAINTENANCE AGREEMENT**

This Shared Access Drive Easement and Maintenance Agreement (“Easement”) dated for reference this _____ day of _____, 202_, is hereby reserved by 6225 Vessey LLC (“Owner”) as owner of

the land described on **Exhibit A**,

also known by street and number as 6225 Vessey Road, Colorado Springs, CO 80908, and subdivided into Lot 1 and Lot 2, Ivilo Heights, as shown on the Plat of Ivilo Heights Subdivision, **recorded on _____, 202_ at Reception No. _____**, (the “Plat”, and the lots therein hereinafter referred to as “Lot 1” and “Lot 2”).

The Easement shall burden Lot 1 and Lot 2, (collectively, the “Servient Estate”), shall inure to the benefit of Lot 1 and Lot 2 (collectively, the “Dominant Estate”), and shall be located upon that portion of land located on the Servient Estate shown on the Plat as “**AE**” (the “Easement Area”).

1. **Reservation of Easement.** This Easement is hereby reserved of record and shall become fully in force automatically upon severance of the unity of title in the Owner by the recording of any deed in the real estate records of El Paso County, Colorado transferring any ownership interest in any Lot. Any deed or other transfer of ownership shall be made subject to this reserved easement of record, without the necessity of further reservation or explicit incorporation to such future instrument. By acceptance of a deed to or interest in all or any portion of a Lot, each grantee and successor shall be deemed to have agreed, submitted to, and subordinated all rights to the provisions of this Easement.

2. Easement Appurtenant. The benefits and burdens of this Easement shall be appurtenant to the Dominant Estate and Servient Estate and shall “run with the land.” References herein to owners shall include any owner of any Lot, together with the owner’s grantees, heirs, lessees, agents, successors, guests, licensees, transferees, and assigns.
3. Purpose of the Easement. The Easement shall be solely for the location of a temporary and final Shared Access Drive from the adjacent public right-of-way known as Vessey Road and ingress, egress, access, utilities, overland flowage, and drainage over the same. Rights of the Dominant Estate shall be limited in scope and volume to those customarily associated with private residential use and occupancy and such uses as may be necessary and incidental thereto.
4. Terms of Use and Prohibitions. Subject to the terms of the Easement, the owner of the Servient Estate shall have full use and occupancy of the Easement Area.
 - a. Unusual Use or Abuse. No owner shall cause unusual use or abuse of the improvements within the Easement Area. Notwithstanding the fact permissible residential use of the Shared Access Drive may necessitate occasional incidental traffic by agricultural vehicles, commercial vehicles, construction vehicles, utility vehicles, delivery vehicles, and any other vehicles over 6,000 pounds gross vehicle weight (“Heavy Traffic”), any damage to the improvements within the Easement Area resulting from Heavy Traffic shall constitute unusual use for the purposes of cost allocations.
 - b. Impediments. No owner shall construct or permit fences or other obstructions, including trees, landscaping, vegetative growth, or parked vehicles, on the Easement Area in a manner which would prevent or unreasonably impede permissible uses of the Easement Area.
 - c. No Grading. After construction of the final paved Shared Access Drive, no owner shall change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the owner of the other Lot.
 - d. Non Exclusive Use. Nothing in this Easement shall be construed to confer any exclusive rights of use or possession.
5. Initial Construction. The Lot owners shall be individually responsible for clearing existing vegetation from the Easement Area and conducting any initial grading and graveling necessary for temporary vehicular access to their Lot. The responsibility and cost of such initial construction and clearing shall be borne by the Lot owner seeking to create such initial access. Upon issuance of a certificate of occupancy for a dwelling on Lot 1 or Lot 2, whichever is later to occur, the Administrator shall cause the final shared access drive (the “Shared Access Drive”) to be constructed, which shall be a minimum of seventeen feet (17’) wide and constructed of i) gravel; or ii) blacktop or concrete pavement with sand or

gravel underlayment, with graded entry points to intersecting private drives, and which shall otherwise meet the standards set forth herein.

6. Maintenance Standards. The Shared Access Drive shall, at a minimum, meet current county standards for gravel or paved private roads, as applicable, and shall continue from Vessey Road through the Easement Area such distance as necessary to meet the driveway serving the primary dwelling on each Lot. The Shared Access Drive will, at all times, be kept in passable condition without potholes, sinkholes, obstructions, or other unstable or unpassable conditions, and otherwise in all respects in a condition to enable the Owners and emergency vehicles to use the Easement Area for its intended purposes as set forth herein. "Maintenance" or "repair" includes, but is not limited to construction, paving or re-paving, draining, removing snow, clearing, grading, cleaning culverts, weed treatment, tree and debris removal, or providing any other maintenance or repair-type service, including replacement, however defined, on the Shared Access Drive, in order to meet the minimum standards set forth herein.
7. Maintenance Process. Decisions about maintenance shall be determined by the Administrator, and unless a majority of the Owners of Lots shall otherwise agree, the Administrator shall be the Owner of Lot 1. The Administrator shall arrange for final construction of the paved Shared Access Drive and any subsequent maintenance and repair. The Administrator shall either (i) pay for such maintenance directly and be reimbursed by each Lot owner according to each Lot's proportionate share; (ii) arrange to have each Lot owner directly pay the proportionate cost of such maintenance; (iii) require periodic payments into a fund to be held in trust and used for such maintenance; or (iv) use some combination of the foregoing. To the extent the Administrator pays for any Lot's share, the Administrator shall have a lien on each such Lot until such Lot's share is paid in full with interest accruing on any unpaid amount at the rate of 10% per annum simple interest and the Administrator shall be entitled to recover the costs of enforcing such lien and collecting such amount, including reasonable legal fees, expert witness fees and costs. The Administrator may refuse to order such maintenance until there is, in the Administrator's opinion, sufficient commitment or actual payment to reimburse the Administrator and pay for such maintenance.
8. Sharing Maintenance Costs. The cost and expense of constructing, maintaining in good operating condition, repairing, and replacing the improvements within the Easement Area shall be shared by the Lots and their respective owners upon the following terms. All costs shall be allocated among the Lots according to the following proportions:
 - a. For the cost of initial construction of the temporary access drive, one hundred percent (100%) to the Lot seeking new access.
 - b. The cost of any maintenance, repair, or replacement of any improvement caused by unusual use or abuse: 100% to the Lot whose owner occasioned such unusual use or abuse.
 - c. For the cost of initial construction of the permanent Shared Access Drive and ALL other costs:

- i. Lot 1: Fifty Percent (50%); and
- ii. Lot 2: Fifty Percent (50%).

9. Binding Agreement. The agreement for granting the Easement and for the maintenance of the Shared Access Drive on the Easement Area shall be binding upon the relevant Owners, and their respective successors, assigns, and personal representatives.
10. Amendment/Termination. This Agreement may not be amended or revoked without the written unanimous consent of the Owners of all Lots and of El Paso County.
11. Enforcement. This Easement shall be deemed to run with the land, and the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Easement, to enjoin its violation, or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs.

Owner:

6225 Vessey LLC

By: _____
Pawel Posorski, Manager

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

This instrument was acknowledged before me on _____, 202_ by Pawel Posorski, Manager of 6225 Vessey LLC.

[Seal] _____
_____, Notary Public
My commission expires: _____

Exhibit A

Description:

A tract of land in the Northwest Quarter of Section 6, Township 12 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado described as follows:

Beginning at a point that is N 00°07'30" E 3979.50 feet and S 88°52'30" E 1981.48 feet from the Southwest Corner of said Section 6; thence N 88°55'06" E 466.84 feet; thence S 00°27'57" E 160.00 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #37631; thence N 88°55'06" E 165.00 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #37631; thence S 00°01'52" W 315.08 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #37631; thence N 86°26'11" W 292.91 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #37631; thence S 84°24'14" W 245.64 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #37631; thence S 77°52'51" W 99.26 feet to a found 3/4" iron pipe; thence N 00°02'37" E 10.00 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #37631; thence N 00°01'06" E 175.09 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #37631; thence N 00°14'10" E 145.17 feet to a found 1/2" rebar with Surveyor's Cap, P.L.S. #30106; thence N 00°07'33" E 159.48 feet to the point of beginning, containing 6.2 acres.

Subject to easements and restrictions of record.