

SHARED ACCESS EASEMENT

THIS DEDICATION, dated for reference purposes March 23, 2022, is made by D&K ACKERS LLC, a Colorado limited liability company (hereinafter "Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property (hereinafter "The Property") situated within El Paso County, Colorado, more particularly described as :

Lot 3, in AKERS ACRES SUBDIVISION NO. 1, except that part thereof conveyed to El Paso County by instrument recorded under Reception No. 209077955;

WHEREAS, Grantor proposes to re-plat The Property, dividing it into two (2) separate parcels, with the Westerly such parcel being hereinafter referred to as "Lot 1" and the Easterly such parcel being hereinafter referred to as "Lot 2;"

WHEREAS, such re-platting will necessitate provision of an easement across the South forty (40) feet of such proposed new Lot 1 for a shared driveway for ingress, egress, and utilities purposes for both said Lot 1 and Lot 2 to and from Akers Drive abutting The Property;

AND, WHEREAS, Grantor desires to hereby provide for a perpetual easement for such shared driveway and for the future maintenance and repair thereof.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the sufficiency of which being hereby acknowledged, Grantor does hereby dedicate, ratify, and confirm a perpetual non-exclusive easement and right-of-way for ingress,

egress, and utilities purposes over the most Southerly 40 feet of the most Westerly 564.17 feet of The Property, as reflected on Grantor's Replat of The Property, as hereafter recorded in the records for El Paso County, Colorado.

Said easement and right-of-way shall be maintained as a common driveway for the shared use and benefit of the respective owners and lawful occupants of both property parcels created by such Replat of The Property (such property parcels being above referred to above as "Lot 1" and "Lot 2," respectively). While any expenses related to or arising from installation or maintenance of utilities within such easement shall, unless otherwise agreed between the owners of the respective property parcels, be the obligation solely of the parcel served by such utilities lines or facilities, both such parcels shall share equally in payment of the future costs and expenses for maintenance and necessary repairs of such shared access driveway, which such shared expenses shall also include that portion of real property taxes and assessments allocable to the land included within this easement area.

The owners of such property parcels ("Lot 1" and "Lot 2" referenced above) shall confer not less frequently than quarterly (e.g., every three months), regarding any anticipated or proposed future maintenance or repair expenditures for this shared driveway, and, other than in the event of unforeseen emergency circumstances requiring immediate repairs, no such cost or expense shall be incurred without prior agreement of both such owners, except as provided in the following paragraph below. Each parcel owner shall maintain records in a manner reasonably satisfactory to the other parcel's owner of any such maintenance or repair expenses paid or incurred, with itemizations thereof to be exchanged between owners of the respective parcels not less frequently than quarterly for proportionate payment or reimbursement within the following thirty (30) days.

In the event the parcel owners cannot mutually agree upon the suitability of a proposed repair or maintenance item, appropriate cost or preferable provider for same, appropriate amount for reimbursement, or otherwise, then such questions shall be referred to the firm of Dillie & Kuhn, Inc., which shall determine such issues, in accord with generally accepted accounting principles and such other criteria as it may deem appropriate, which determination shall be binding upon the parties. All charges and fees of said Dillie & Kuhn, Inc. in connection with such determination shall be paid equally by the owners of the respective parcels.

The provisions hereof shall run with the land, in perpetuity, and shall both bind and inure to the benefit of the respective owners of any portions of The Property, and their respective successors and assigns.

Construction and interpretation of the provisions hereof shall be governed by and in accord with the applicable laws of the State of Colorado. As used herein, the singular shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders, in accord with the context.

IN WITNESS WHEREOF, Grantor has set its hand as of the day and year first above written.

D&K ACKERS LLC, a Colorado
limited liability company

By: 

Managing Member

