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Steve Schleiker
04/22/2026 10:11:31 AM
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El Paso County, CO



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ACCESS EASEMENT GRANT AND MAINTENANCE
AGREEMENT
FOR DOUBLE SPUR RANCH POINT
AND
RESTRICTIVE COVENANTS FOR
LOTS 1, 2 & 3
DOUBLE SPUR RANCH SUBDIVISION

This Access Easement Grant And Maintenance Agreement For Double Spur Ranch Point And Restrictive Covenants For Double Spur Ranch Subdivision, dated for reference this 18TH day of MARCH, 2026, (Agreement) is made by Joan Hathcock, Trustee of Joan M. Hathcock Revocable Trust.,

RECITALS:

- A. Joan M. Hathcock Revocable Trust, owner of the real property situated in the County of El Paso, State of Colorado described on Exhibit F (Assessor Parcel # 52130-00-007).
- B. Joan M. Hathcock Revocable Trust, Grantor, wishes to grant an access easement to the Owners across the property described in Exhibits A, A-1, B, and F and to establish and provide for the maintenance of a private right of way and road within the access easement for the use and benefit of the lot owners in Double Spur Ranch Subdivision.
- C. The access easement within which the private right of way and road is located is legally described in Exhibit H (the "Private Road Land").
- D. The Owner understands that El Paso County does not maintain private roads such as the one subject to this Agreement.
- E. The Owner wishes to provide for and set forth their understandings and agreement with respect to use and maintenance of the private road and improvements thereon.
- F. Joan M. Hathcock Revocable Trust has submitted an application to subdivide the property described in Exhibits A, B, and C with El Paso County and desire to have this Agreement meet the requirements of El Paso County for County approval of such subdivision.

G. This Agreement shall become fully in force upon the recording of the Final Plat of Double Spur Ranch Subdivision in the real estate records of El Paso County, Colorado.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreement, covenants, declaration and restrictions are made:

PRIVATE ROAD – DOUBLE SPUR RANCH POINT

1. Grant of Easement. A nonexclusive easement for access, utilities and drainage for the benefit of each lot owner's respective parcel described above across the Private Road Land.
2. Maintenance of the Private Road. Following construction of the Private Road, as a general standard, the Owners agree that they shall provide maintenance sufficient to provide reasonable access for emergency vehicles and in no event less than has traditionally been the maintenance level of this access prior to the subdivision. The Owners may by majority vote adopt (and modify) specific standards for maintenance from time to time. The Owners of each residence shall collectively have one vote regardless of the number of Owners of that residence. The Owners agree to share the cost and expense of maintaining the improvements on the Private Road Land in good operating condition and to share equally the cost and expense of affecting any repair to said Improvements accruing from and after the date of this Agreement. For purposes of this cost sharing, each Owner shall pay a share for each residential dwelling unit on such Owner's real estate, including a dwelling unit under construction and a "mother-in-law" unit. For example, if there are three parcels of real estate, and five residences (whether occupied or not), each Owner with a residence on such Owner's property shall pay one fifth (1/5th) of the cost of maintaining the improvements for each such residence on such Owner's property.
3. Maintenance Process. The Owners appoint Joan M. Hathcock Administrator for maintenance of the road under this Agreement. Whenever in the opinion of the Administrator the road requires such maintenance, on behalf of the Owners, the Administrator shall order and arrange for sufficient maintenance meet the standard above and to enable the Owners and emergency vehicles to use the roadway. Such maintenance shall include snow removal, grading, re-gravelling, cleaning culverts, weed treatment, tree and debris removal, and any other maintenance generally desired by Owners. The Administrator shall annually no later than September 30 submit to the Owners a budget for the succeeding 12 months. If the budget is approved by the majority of the Owners, each Owner shall by December 1 pay such Owner's share of the amount set forth in the budget into a fund run by the Administrators. The budget shall include a reasonable amount to build up a reserve to prevent the need for large expenditures in any one year. The Administrator shall use the fund to pay for maintenance to meet the standards above and any which

may be adopted by the Owners. To the extent any Owner fails to pay such Owner's proportionate share of the adopted budget, the Administrators, on behalf of all the Owners, shall have a lien on each such Owner's respective real estate as set forth above until such Owner'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 pay for such maintenance. Each Owner's share shall be the proportion that the number of dwelling units (including dwelling units under construction) on such Owner's real estate above bears to the total number of dwelling units on the real estate above of all Owners. Owners of the real estate with 60% of the dwelling units accessing by the road may change who are the Co-Administrators. Administrators shall serve without compensation unless otherwise determined by Owners of the real estate with 60% of the dwelling units on the real estate of All Owners.

RESTRICTIVE COVENANTS FOR LOTS 1, 2 & 3 TO PRESERVE THE RURAL/RESIDENTIAL CHARACTER OF DOUBLE SPUR RANCH SUBDIVISION

4. Property Uses.

Lots 1, 2, and 3 in Double Spur Ranch Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. The construction of separate guest quarters and "mother-in-law" quarters may be allowed on a Lot on a case-by-case basis if approved by the appropriate zoning authority, subject to any conditions in such approvals.

5. Construction Type. All construction on Lots 1, 2 and 3 of Double Spur Ranch Subdivision shall be new.

6. Substantial Completion. A Structure shall not be occupied in the course of original construction until substantially completed and approved for occupancy by the appropriate governmental authorities.

7. Dwelling Area Requirements. No dwelling Structure shall be constructed unless the ground floor area, or footprint area, of the main Structure, exclusive of open porches, basements and garages, is more than 1,500 square feet.

8. Enforcement. Each Owner of a Lot in Double Spur Ranch Subdivision shall have the right to enforce these Covenants To Preserve The Rural/Residential Character Of Double Spur Ranch Subdivision and no other persons shall gain any legal or equitable rights to enforce these Restrictive Covenants.

BINDING AGREEMENT

- 9. Agreement Runs With the Land. This Agreement shall be binding upon the undersigned Owners, and their respective successors, assigns, and personal representatives. This Agreement may not be revoked without the written unanimous consent of the affected Owners. 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 Owners as those lands are described herein above, and shall be enforceable by the Owners' successors and assigns and personal representatives. Any persons or other entities who acquire title to the Owners' 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. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

- 10. Effectiveness. This Agreement shall be effective as to each signatory hereto, on the later of the (a) date on which they sign or the (b) date this Agreement is recorded in the real estate records of El Paso County after County approval of the Final Plat of Forest Heights Estates.

OWNER:

Joan M. Hathcock Revocable Trust

By Joan M. Hathcock, Trustee
Joan M. Hathcock, Trustee

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

This instrument was acknowledged before me on MARCH 18, 2026, by Joan M. Hathcock as Trustee of the Joan M. Hathcock Revocable Trust.

[Seal]

David V. Hostetler, Notary Public

My commission expires: 07.10.2026

DAVID VINCENT HOSTETLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904009649
MY COMMISSION EXPIRES JULY 10, 2026