

## GRANT OF EASEMENT AND AGREEMENT

**THIS GRANT OF EASEMENT AND AGREEMENT ("Agreement")** is made and entered into this 6 day of January, 2024, by and between Jenifer M. Metcalfe, Cleo June Lucero and Jessica K. Devorss Mullins (collectively "Grantors"); and, Mountain View Ranches, LLC, a Colorado limited liability company ("Grantee") (Grantors and Grantee are collectively referred to as "Parties").

### RECITALS

A. Grantors are owners of certain real property located on the W½ of Section 2, Township 17 South, Range 61 North of the 6<sup>th</sup> P.M., adjacent to Myers Road, in El Paso County, Colorado ("Grantors' Property"). Grantor's Property is further identified as Parcel No. 170000003 by the El Paso County Assessor.

B. Grantee is the owner of real property adjacent to Grantors' Property to the south, located in the W½ of Section 11, Township 17 South, Range 61 North of the 6<sup>th</sup> P.M., ("Grantee's Property"). Grantee's Property is further identified as Parcel No. 1700000027 by the El Paso County Assessor.

C. A public Road, Myers Road, owned and controlled by El Paso County, is located near of the southern property line of Grantor's Property, but wholly within Grantor's Property.

D. Grantee requires a means of access to Myers Road for the full use and enjoyment of Grantee's property, and seeks to acquire from Grantor such easement as would allow for access to Myers Road, ingress and egress therefrom, and other associated uses of the small portion of Grantor's Property located to the south of Myers Road and adjacent to Grantee's Property.

E. Grantors desire to grant to Grantee a non-exclusive and perpetual easement on, over, and across the Grantors' Property for the purposes described herein, allowing access Myers Road for the benefit of Grantee's Property.

F. The Parties have agreed upon terms and conditions surrounding the grant of easement described herein, and the easement's use, and the Grantors are willing to grant the Easement to the Grantee upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Access Easement.** Grantors hereby grant and convey to Grantee a perpetual and non-exclusive easement over, across, and through the Grantors' Property, for the purposes of access to, ingress and egress from, and for the installation, maintenance, repair and operation of such utilities as necessary, to allow for the full use, enjoyment, and development of Grantee's Property for all lawful uses (the "Easement").



The Easement is described on the attached Exhibit A, and depicted on the attached Exhibit B survey.

2. **Additional Consideration for Easement.** In exchange for the Easement, Grantee shall install a 3-wire (barbed) fence, typical for rangeland/cattle fencing, as generally depicted on the attached Exhibit C, being other property also owned by Grantor in Section 3, Township 17 South, Range 61 West of the 6<sup>th</sup> P.M., adjacent to Grantor's Property. Said fence will be installed in a location specifically agreed upon by the parties in the field, consistent with applicable property line surveys, generally described as beginning at the northeast corner of the NW ¼ of Section 3, Township 17 South, Range 61 West of the 6<sup>th</sup> P.M. and proceeding south a distance of approximately 2,716.49 feet, then east at an approximately 90-degree angle a distance of approximately 2,808.68 feet, and then south a distance of approximately 2,639.96 feet to a point north of Myers Road. The Parties acknowledge that no fencing will be constructed so as to impede any established right of way, including as noted in Exhibit C. Grantee shall complete construction of the above described fencing on or before June 1, 2024. Following installation of the fence described in this Paragraph 2 to the parties mutual satisfaction, Grantor shall be thereafter responsible for maintenance and repair of said fence and Grantee shall have no further responsibility for said fencing.

3. **Construction, Use, Replacement, Repair, and Maintenance of Easement.** Grantee may utilize the Easement for all lawful purposes consistent with the terms and conditions of this Agreement. Grantee's access across the Easement may be by any lawful means of transportation, including, without limitation, vehicular, ATV, side-by-side, equestrian, and pedestrian means. Such uses may include placing culverts, gates, address signage, and mailboxes within the easement, as well as the development, installation and maintenance of driveways or local roadways necessary for the full use and enjoyment of Grantee's Property. Utilities may be placed, constructed, utilized, and maintained within the Easement. Grantee shall be solely responsible for the construction, maintenance, replacement, and repair of any facilities or infrastructure developed or installed within the Easement, unless subsequently conveyed to 3<sup>rd</sup> Parties. This Easement shall be appurtenant to all or a portion of Grantee's Property, and the rights granted herein shall accrue to Grantee's successors and assigns. Construction, maintenance, replacement, and repair for purposes of this Agreement are those rights necessary and incident to the full and complete use and enjoyment of the Easement, and include but are not limited to, surfacing, grading, draining, fencing, bridging, dust suppression, removing snow, clearing brush and debris, or providing any other maintenance or repair-type service of the Easement. Any and all work completed by the Grantee shall be in a satisfactory and workmanlike manner. Following completion of any such work by Grantee, its agents, assigns or contractors, Grantee shall promptly restore any portion of the Easement not subject to permanent improvements to a condition as good or better than prior to the initiation of such work.

4. **Grantee's Execution.** The Grantee has executed this Grant of Easement and Agreement to reflect its consent to the terms and conditions of this Grant of Easement and Agreement, and to accept the grant according to such terms and

conditions.

5. **Indemnification.** The Parties shall indemnify and hold the other party harmless from any liens or liability of any nature, including liability for claims arising from personal injury or property damage, arising from the use and maintenance of the Easement by the parties and their guests, invitees, and licensees.

6. **Reservation.** Grantors reserve all oil, gas, and other minerals in, on, and under the Easement.

7. **Authority.** All parties to this agreement represent that they have the full power and authority to enter into and perform this agreement.

8. **Mediation.** The parties agree that any dispute or controversy, arising out of or in connection with this Easement or any alleged breach thereof, shall be subject to binding mediation.

9. **Binding Effect/Assignment.** The Easement shall be an appurtenance to the Grantee's Property. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, and assigns.

10. **Recording.** Upon full execution of this Agreement, this Agreement shall be recorded with the Clerk and Recorder for El Paso County, Colorado, in light of the real property interests described herein.

IN WITNESS WHEREOF, the parties have executed this Grant of Easements and Agreement, effective as of the date first written above.

GRANTORS:

By: *Cleo June Lucero*  
Cleo June Lucero

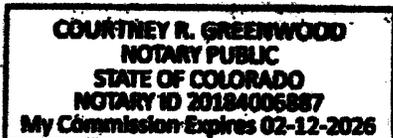
STATE OF COLORADO )  
COUNTY OF El Paso } ss

Subscribed and sworn to before me this 5<sup>th</sup> day of January, 2024, by Cleo June Lucero.

My commission expires: 02-12-2026

Witness my hand and seal.

*Courtney R. Greenwood*  
Notary Public



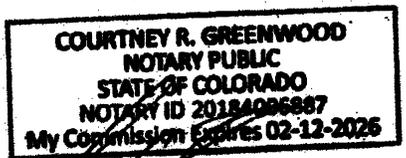
By: [Signature]  
Jennifer M. Metcalfe

STATE OF COLORADO }  
COUNTY OF El Paso } ss

Subscribed and sworn to before me this 5<sup>th</sup> day of January, 2024, by Jennifer M. Metcalfe.

My commission expires: 02-12-2026

Witness my hand and seal.



[Signature]  
Notary Public

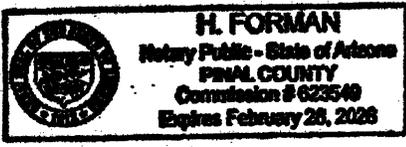
By: [Signature]  
Jessica K. Devorss Mullins

Arizona  
STATE OF ~~COLORADO~~ }  
COUNTY OF Pinal } ss

Subscribed and sworn to before me this 4<sup>th</sup> day of January, 2024, by Jessica K. Devorss Mullins.

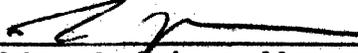
My commission expires: 02/28/2026

Witness my hand and seal.



[Signature]  
Notary Public

**GRANTEE:**

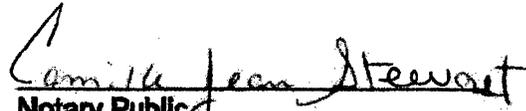
By:   
**Aleksander Bologna, Manager/Member  
Mountain View Ranches, LLC, a Colorado  
Limited Liability Company**

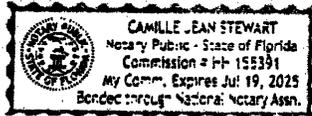
Florida  
STATE OF ~~COLORADO~~ )  
COUNTY OF Volusia ) ss

Subscribed and sworn to before me this 6 day of January, 2024, by  
Aleksander Bologna, as manager/member of Mountain View Ranches, LLC, a  
Colorado Limited Liability Company.

My commission expires: 7/19/25

Witness my hand and seal.

  
Notary Public



**EXHIBIT A**

**AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES LOCATE IN THE WEST HALF OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 61 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF EL PASO, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE WEST HALF OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 61 WEST BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 2-1/2" ALUMINUM CAP ON A 3/4" REBAR "PLS 30106" AND AT THE SOUTHWEST CORNER BY A 2-1/2" ALUMINUM CAP ON A 3/4" REBAR "PLS 30106", ASSUMED TO BEAR S 89°23'04" W.**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF SECTION 2;**

**THENCE N 00°39'24" E ON THE WEST LINE OF SAID WEST HALF OF SECTION 2 FOR A DISTANCE OF 133.61 FEET;**

**THENCE N 88°53'04" E FOR A DISTANCE OF 2661.14 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF SECTION 2;**

**THENCE S 00°20'56" W ON SAID EAST LINE FOR A DISTANCE OF 156.82 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF SECTION 2;**

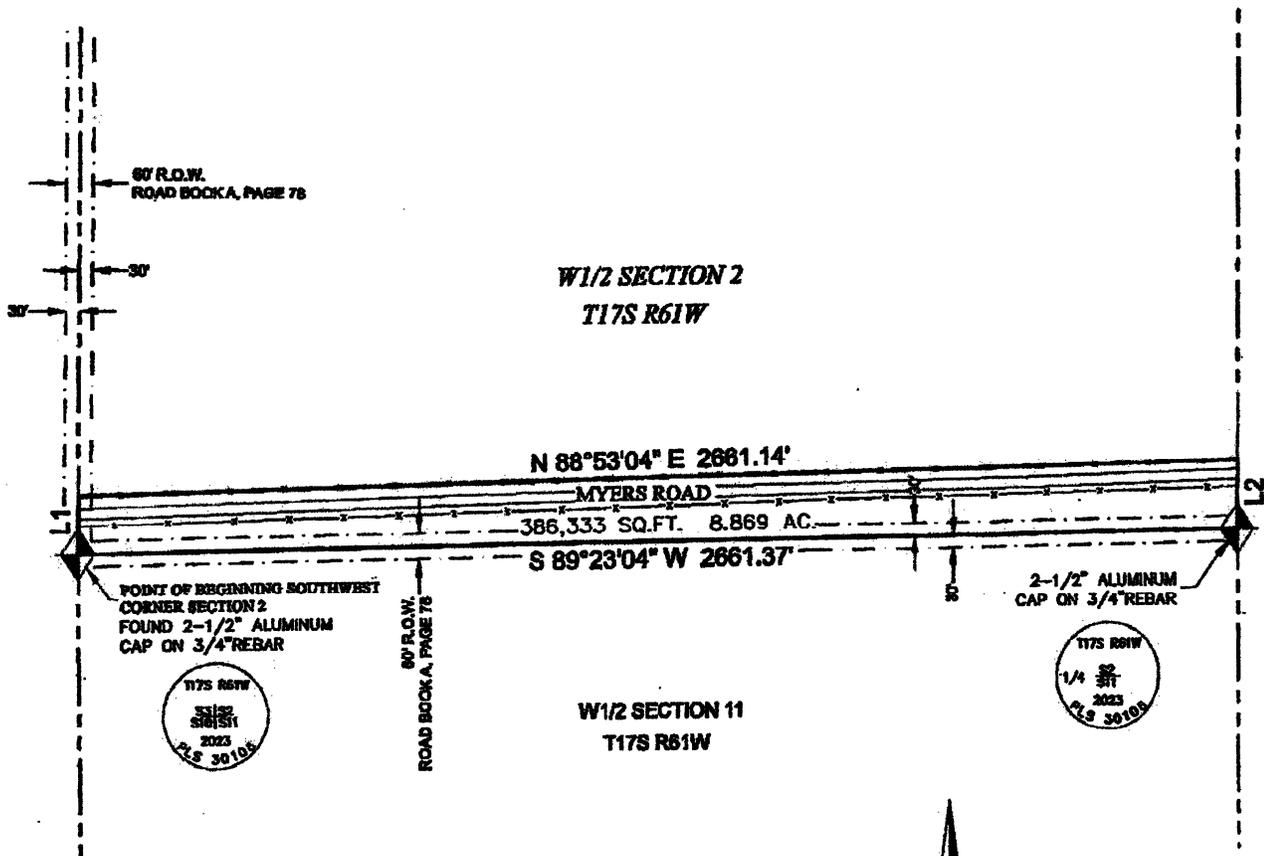
**THENCE S 89°23'04" W ON THE SOUTH LINE OF SAID WEST HALF OF SECTION 2 FOR A DISTANCE OF 2661.37 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 386,333 SQUARE FEET OR 8.869 ACRES MORE OR LESS.**



**THOMAS S. MARR  
COLORADO PLS 30106**

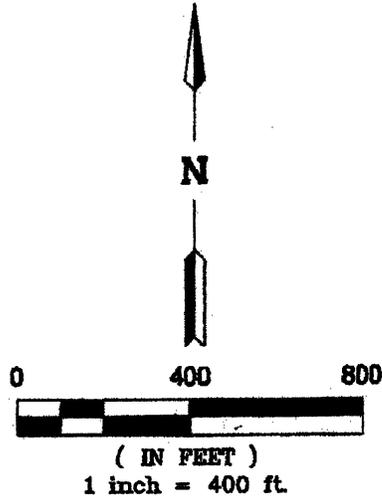
# EXHIBIT B



LINE BEARING	DISTANCE
L1 N 00°39'24\" E	133.61'
L2 S 00°20'56\" W	156.82'

**LEGEND:**

- EASEMENT LINE
- ALIQUOT LINE
- RIGHT OF WAY LINE
- FENCE LINE
- SD.FT. - SQUARE FEET
- AC. - ACRES



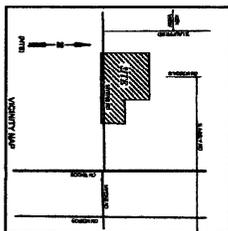
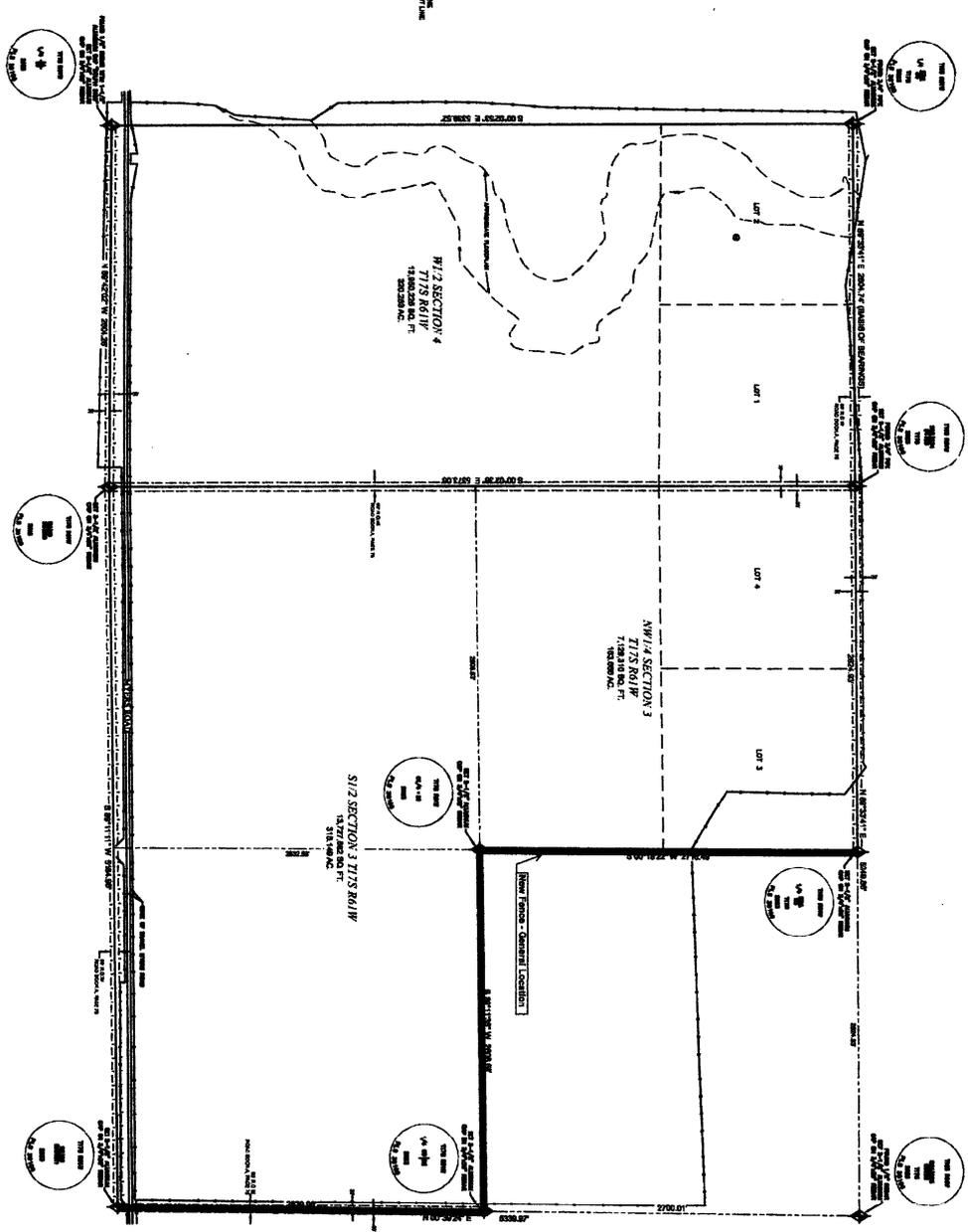
lman@marrlandsurveying.com (719) 860-8823  
 608 Riverside Ave. Ft. Collins, Colorado 80526 (CO) 80526

**Notice:**  
 According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DWN BY: TSM	DATE: 12/8/23
CK'D BY: TSM	SHEET: 1 OF 1
SCALE: 1" = 400'	PROJECT NO. 23-060

LAND SURVEY PLAT  
 NORTHWEST QUARTER AND SOUTH HALF OF SECTION 3,  
 AND THE EAST HALF OF SECTION 4,  
 TOWNSHIP 17 SOUTH, RANGE 61 WEST OF THE 6TH P.M.,  
 COUNTY OF EL PASO, STATE OF COLORADO

# EXHIBIT C to Easement Agreement



**LEGAL DESCRIPTION:**

THE SOUTHWEST AND THE SOUTHWEST QUARTER OF SECTION 3, AND THE EAST HALF OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 61 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

**NOTICE:**

1. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
2. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
3. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
4. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
5. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
6. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
7. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
8. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
9. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
10. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
11. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
12. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
13. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
14. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.
15. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND THE COLORADO STATUTES, AND THE SURVEY IS SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA.

**SUBSEQUENT CERTIFICATIONS:**

I, the undersigned, being a duly qualified and licensed surveyor in the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same has been duly recorded in the public records of the County of El Paso, State of Colorado.



**MARK LAND SURVEYING**  
 1000 West 17th Street, Suite 100  
 Fort Collins, CO 80521  
 Phone: 970-221-1111  
 Email: mark@markland.com

NO.	DATE	BY	SCALE

PORTIONS OF SECTION 3 AND SECTION 4,  
 TOWNSHIP 17 SOUTH, RANGE 61 WEST OF THE 6TH P.M.,  
 COUNTY OF EL PASO, STATE OF COLORADO

Mark Land Surveying, Inc. is a professional corporation organized under the laws of the State of Colorado. It is a member of the National Society of Professional Surveyors (NSPS) and the Colorado Society of Professional Surveyors (CSPS).  
 License No. 24-000  
 Surveyor's Seal: Mark Land Surveying, Inc., License No. 24-000, State of Colorado.

