



ACCESS EASEMENT AND MAINTENANCE AGREEMENT
FROM LOT 1 TO LOT 3, CHAPARRAL HEIGHTS SUBDIVISION

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT, dated for reference this
5th _____ day of _____ December _____, 2022 _____, is made between

Maddie Investments, LLC
(hereinafter referred to as "Grantor"), and

Michael Cartmell
(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, 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, Chaparral Heights Subdivision

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

Lot 2, Chaparral Heights Subdivision

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

Lot 3, Chaparral Heights Subdivision

4. **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 those portions of the Grantor's property, described on the plat of Chaparral Heights Subdivision as "50' ACCESS EASEMENT" with uses to include ingress, egress, and maintenance of the easement.

5. **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 owner of Lot 1 and the owner of Lot 2 and the owner of Lot 3 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 Chaparral Heights Subdivision as "50' ACCESS EASEMENT" that lie between Lots 1 and Lot 2 and Lot 3. Otherwise, the owner of Lot 1 and the owner of Lot 2 and the owner of Lot 3 each shall have full use and occupancy of land over which the easements pass.

6. Maintenance of the Easement(s): The Easement(s) shall be equally maintained by the Grantor and Grantee sharing the respective Easement(s) and shall each pay an equal portion of maintenance and repair costs, unless the expense to repair is attributable to a specific party. "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 driveways within the Easement(s). The driveway shall, at a minimum, meet current county standards for gravel or paved roads, as applicable. The driveway will, at all times, be kept in passable condition without potholes, sinkholes, obstructions, or other unstable or unpassable conditions. The driveway 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 driveway fall below the county standard for access drives.
7. This Agreement shall be binding upon the undersigned Grantor and Grantee, and their respective successors, assigns, and personal representatives. This Grant, Covenant, and Agreement may not be revoked without the written unanimous consent of the Grantor, and Grantee. 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:

By: *[Signature]* this 7th day of December, 2022.

State of Colorado)
) ss
 County of Denver)

The foregoing instrument was acknowledged before me this 7th day of December, 2022 by Michael Anthony Cartmell.

Rachael L Mello
 Notary Public

My Commission Expires:
09/25/2024

(Seal)



