

## MUTUAL ACCESS EASEMENT AGREEMENT

This Mutual Access Easement Agreement ("Agreement") is entered into and made effective as of the 30 day of September, 2019 ("Effective Date"), between **Robert C. Schleicher and Lora G. Schleicher** (collectively, the "Grantors") whose address is 11750 Woodland Road, Woodland Park, CO 80863, and **Mitchell Family Enterprises, LLC**, a Colorado limited liability company (the "Grantee"), whose address is P.O. Box 1827 Woodland Park, CO 80863 (each, a "party" and collectively, the "parties").

### Background and Purpose

A. Grantors are the owners of real property legally described as follows:

LOTS 12 AND 18, TIMBER RIDGE SUBDIVISION FILING NO. 2, COUNTY OF EL PASO,  
STATE OF COLORADO

also known by street address as 11750 Woodland Road, Woodland Park, Colorado (the "Grantor Property").

B. Grantee is the owner of real property legally described as follows:

LOTS 8, 9, 11, 13, 14 AND 15, TIMBER RIDGE SUBDIVISION FILING NO. 2, COUNTY OF  
EL PASO, STATE OF COLORADO

(the "Grantee Property").

C. The parties acknowledge there is an existing easement containing an access road across the Grantor Property that was reserved for the benefit of the Grantee Property in the Warranty Deed recorded on March 7, 2018 at Reception No. 218026510, records of El Paso County, Colorado (the "Existing Easement"). The Existing Easement is legally described in the attached **Exhibit A** and incorporated by this reference.

D. Since the date the Existing Easement was recorded, the parties have agreed to vacate Logger Road and a portion of Woodland Road, which are roads owned and maintained by El Paso County, Colorado (collectively, the "County Roads").

E. Upon the vacation of the County Roads, Grantors will take ownership of a portion of existing Woodland Road that is located on Lot 18, which portion is legally described in the attached **Exhibit B** and incorporated by this reference (the "Lot 18 Easement"). The access road on the Existing Easement adjoins the access road on the Lot 18 Easement. Together, the Existing Easement and the Lot 18 Easement shall be collectively referred to as the "Access Easement", as shown in the attached **Exhibit C** and incorporated by this reference.

F. The purpose and intention of this Agreement is for Grantors to combine the Lot 18 Easement with the Existing Easement for the benefit of the Grantee and the Grantee Property, and to clarify the terms and conditions relating to the scope, use and maintenance of the Access Easement by Grantors and Grantee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

## Agreement

1. Grant of Easement. Grantors hereby grant and convey to Grantee and its successors and assigns a perpetual, non-exclusive thirty (30) foot wide easement (“Easement”) for utilities and for vehicular, equestrian and pedestrian ingress to and egress from the Grantee Property on, in, to, through, over, under and across the Grantor Property as legally described in **Exhibit A and Exhibit B** (collectively, the “Easement Property”), subject to the conditions and restrictions set forth in this Agreement.

2. Use and Benefit. The Easement granted to Grantee in this Agreement shall be solely for vehicular, equestrian, and pedestrian ingress to and egress from the Grantee Property and for above-ground and underground utilities. Grantee shall at all times use and maintain the Easement Property in such a manner that its use of the Easement Property shall not in any way impair or damage any portion of the Grantor Property, including the Easement Property. The Easement shall solely be for the benefit of Grantee, its members, managers, guests, family members, contractors, heirs, personal representatives, successors and assigns, and the Grantee Property.

3. Improvements; No Obstructions. The roadway within the Easement Property is currently an oiled gravel road. Grantee may not improve the Easement Property, including, without limitation, widening and/or paving the roadway, without the prior written consent of Grantors. Neither party will be responsible for contributing toward any improvements or upgrades to the roadway on the Easement Property sought by a party unless the other party agrees to share in the improvement costs. Neither party shall have the right to obstruct, impair or interfere with the reasonable use of the Easement Property by the other party without the other party’s written consent. Grantors have installed a locked electronic gate at the entrance to the Grantor Property where it meets the public road, and has provided Grantee with the combination to the electronic gate. Grantors may repair, replace or remove the locked gate at the entrance to the Grantor Property; provided Grantors provide Grantee with the combination or opener to the gate so Grantee has unrestricted access to the Easement Property.

4. Maintenance and Repair of the Easement Property. Until such time as Grantee or its successors and assigns uses the Easement Property for access to the Grantee Property, Grantors will be solely responsible for maintenance of the Easement Property at their sole expense. When Grantors and Grantee or its successors and assigns both use the roadway on the Easement Property, each party will contribute their fair share to the costs of maintenance in proportion to their use, using a formula agreed to by the parties. The parties agree to share in the performance of any reasonable or appropriate maintenance work on the Easement Property so as to maintain the roadway in a good, clean and safe condition, which maintenance may include, without limitation, snow removal, graveling, clearing and grading, and repairing and maintaining any improvements (e.g., culverts, ditches) located on or within the Easement Property. Any damage caused to the Easement Property by a party or their family members, guests, contractors, successors or assigns that interferes with the other party’s use and enjoyment of the Easement Property will be promptly restored by the party responsible for causing the damage.

5. Mechanics Liens. Grantee shall not create or permit to be created or remain any mechanic’s lien or other lien to attach against the Easement Property or the Grantor Property for materials supplied or work performed at the request of Grantee with respect to any construction on or maintenance of the Easement Property. If a mechanic’s lien or other lien is recorded against the Grantor Property arising from or as a result of materials supplied or work performed by or on behalf of Grantee, then Grantee, within thirty (30) days of such notice of lien, shall promptly discharge the same at its sole expense. Grantee shall indemnify and hold Grantors harmless from any cost or expense (including reasonable attorney fees and costs) incurred by Grantors as a result of any such mechanic’s lien or other lien recorded on the Grantor Property.

6. Indemnification. Grantee agrees to release, indemnify, defend, protect and hold Grantors, their heirs, personal representatives, successors and assigns, harmless from and against any liability, damage, claim, injury, cost or expense (including reasonable attorney fees and costs) arising out of or in connection with the acts or omissions of Grantee, its members, managers, heirs, personal representatives, successors, assigns, contractors, representatives or agents, occurring on and within the Easement Property or the Grantor Property.

7. Default. A party's failure to timely pay their fair share of the costs for maintenance of the Easement Property within thirty (30) days after delivery of a written statement showing that party's share of the costs will constitute a default under this Agreement. A party's failure to repair damage to the Easement Property that is a result of that party's activities within a reasonable amount of time, not to exceed thirty (30) days after completion of the activities causing such damage, shall also constitute a default under this Agreement. Upon default, the non-defaulting party, after ten (10) days' advance written notice of default to the defaulting party, may pay the defaulting party's share of the maintenance costs or pay for the repair. The defaulting party shall promptly reimburse the non-defaulting owner upon receipt of notice from the non-defaulting party evidencing payment on behalf of the defaulting party. Any amount owed by a defaulting party that is not paid within thirty (30) days from receipt of the payment notice shall constitute a lien against the defaulting party's property, which lien may be enforced by recording a statement of lien against the defaulting party's property. The lien may be foreclosed on in the manner provided for by Colorado law, and the defaulting party shall be liable for the amount due, plus statutory interest, costs and expenses and reasonable attorney fees. Such lien is in addition to any legal or equitable remedy allowed by law.

If a party defaults in its performance under this Agreement that does not involve the payment of money, the non-defaulting party shall provide written notice of the default to the other party. The notice shall state the nature of the default, the corrective action to be taken to remedy the default, and the time period in which the corrective action must be taken, which shall be a reasonable period of time. The defaulting party's failure to timely cure the default shall entitle the non-defaulting party to take any legal or equitable action against the defaulting party allowed by law.

8. Notices. All notices under this Agreement shall be in writing and given by certified mail, postage prepaid; by hand delivery, or by recognized overnight delivery service, to a party at their address listed above or with the El Paso County Assessor's Office. Notice shall be deemed effective upon the earlier of receipt by personal delivery, two days after mailing postage prepaid by a recognized overnight delivery service, or five days after mailing postage prepaid, certified mail, return receipt requested. A party, by notice given as above, may change the address to which future notices should be sent.

9. Governing Law; Attorney Fees. This Agreement shall be interpreted and enforced under the laws of Colorado. If a dispute arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses from the other party.

10. Amendment. Any amendment, termination, deletion or addition to this Agreement must be in writing and acknowledged by all of the then-current owners of the Grantor Property and the Grantee Property and recorded in the records of El Paso County, Colorado.

11. Severability. The provisions of this Agreement are severable. Illegality or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions herein.

12. Waiver. No waiver of, or consent to depart from, the requirements of any of the provisions of this Agreement by any party shall be effective unless it is in writing signed by the party giving the waiver.

No such waiver shall be construed as a waiver of any subsequent breach or any other agreement or obligation contained in this Agreement. No delay or omission on the part of any party to exercise any right shall be construed as a waiver of such right.

13. Benefits and Burdens. The benefits and burdens of the Easement shall run with the Grantor Property and the Grantee Property and shall be binding upon, and inure to the benefit of, the respective successors and assigns of the owners of the Grantor Property and the Grantee Property.

14. Recording. This Agreement shall be recorded in the records of El Paso County, Colorado.

15. Counterparts. This Agreement may be executed in any number of counterparts and by parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

16. Mediation. If a non-monetary dispute arises relating to this Agreement, and is not resolved informally by the parties, the parties shall first proceed in good faith to submit the matter to mediation. Written notice of a request for mediation shall be given by the party requesting mediation to the other party or parties involved in the dispute. The parties will jointly appoint an impartial mediator with experience in the subject matter of the dispute. If the parties are unable to agree on a mediator, each of the parties will appoint a mediator, and the appointed mediators shall together appoint a sole mediator. The parties will share equally in the cost of mediation. If the dispute is not resolved through mediation in a reasonable time period, not to exceed sixty (60) calendar days from the date of delivery of the notice of a request for mediation, the mediation, unless otherwise agreed, shall terminate.

17. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes all prior agreements, representations, and discussions between the parties concerning that subject matter. Each party further declares and represents that, by entering into this Agreement, they have not relied on any promise, inducement, representation, warranty, agreement, or other statement not set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written, which shall be the date the last of the parties signs this Agreement below.

[ SIGNATURES ON NEXT PAGES ]

**GRANTORS:**

Robert C Schleicher  
Robert C. Schleicher

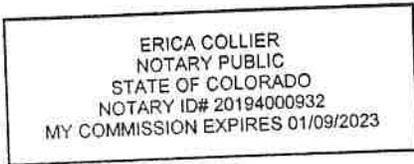
Lora G. Schleicher  
Lora G. Schleicher

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Teller     )

The foregoing instrument was acknowledged before me this 30 day of September, 2019,  
by Robert C. Schleicher and Lora G. Schleicher.

Witness my hand and official seal.  
My commission expires: 01/09/2023

[SEAL]



Erica Collier  
Notary Public

**GRANTEE:**

**Mitchell Family Enterprises, LLC**  
a Colorado limited liability company

By: *Larry Mitchell*  
Larry Mitchell

Title: *President*

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF *Teller*        )

The foregoing instrument was acknowledged before me this *30* day of *September*, 2019,  
by Larry Mitchell, as \_\_\_\_\_ of Mitchell Family Enterprises, LLC, a Colorado limited  
liability company.

Witness my hand and official seal.

My commission expires: *01/09/2023*

[SEAL]

*Erica Collier*  
Notary Public

ERICA COLLIER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20194000932  
MY COMMISSION EXPIRES 01/09/2023

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE EXISTING EASEMENT**

A THIRTY FOOT (30') WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF LOT 18 AND LOT 12, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12, AS MONUMENTED BY A 7/8" O.D. IRON PIPE, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 18, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 12, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", BEARS N04°15'02"E (N04°49'10"E PER THE RECORDED PLAT), A DISTANCE OF 443.16 FEET (443.05 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S73°31'27"E ALONG THE SOUTHERLY LINE OF SAID LOT 18, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF WOODLAND ROAD, AS SHOWN ON SAID PLAT OF TIMBER RIDGE SUBDIVISION FILING NO. 2, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE N20°18'58"E, A DISTANCE OF 86.99 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 95.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°58'11", AN ARC LENGTH OF 145.86 FEET (THE LONG CHORD OF WHICH BEARS N23°40'08"W, A LONG CHORD DISTANCE OF 131.95 FEET) TO A POINT OF TANGENT;

THENCE N67°39'13"W, A DISTANCE OF 58.19 FEET;

THENCE N72°50'55"W, A DISTANCE OF 109.47 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 145.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°09'57", AN ARC LENGTH OF 68.75 FEET (THE LONG CHORD OF WHICH BEARS N59°15'56"W, A LONG CHORD DISTANCE OF 68.11 FEET) TO A POINT OF TANGENT;

THENCE N45°40'58"W, A DISTANCE OF 66.39 FEET;

THENCE N38°21'54"W, A DISTANCE OF 93.68 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°14'02", AN ARC LENGTH OF 16.64 FEET (THE LONG CHORD OF WHICH BEARS N51°58'55"W, A LONG CHORD DISTANCE OF 16.48 FEET) TO A POINT ON THE WESTERLY LINE OF SAID LOT 12, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF LOT 13 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE N04°03'04"W ALONG THAT LINE COMMON TO SAID LOT 12 AND SAID LOT 13, A DISTANCE OF 32.05 FEET;

THENCE ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°49'17", AN ARC LENGTH OF 46.31 FEET (THE LONG CHORD OF WHICH BEARS S58°46'32"E, A LONG CHORD DISTANCE OF 45.34 FEET) TO A POINT OF TANGENT;

THENCE S38°21'54"E, A DISTANCE OF 91.77 FEET;

THENCE S45°40'58"E, A DISTANCE OF 64.47 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 115.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°09'57", AN ARC LENGTH OF 54.53 FEET (THE LONG CHORD OF WHICH BEARS S59°15'56"E, A LONG CHORD DISTANCE OF 54.02 FEET) TO A POINT OF TANGENT;

THENCE S72°50'55"E, A DISTANCE OF 110.83 FEET;

THENCE S67°39'13"E, A DISTANCE OF 39.05 FEET;

THENCE N00°06'58"W, A DISTANCE OF 68.17 FEET;

THENCE N05°32'38"E, A DISTANCE OF 61.86 FEET;

THENCE N05°33'54"W, A DISTANCE OF 91.64 FEET;

THENCE N05°23'24"E, A DISTANCE OF 27.03 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 18, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 12 AND THE SOUTHWEST CORNER OF LOT 11 OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2;

THENCE S88°16'13"E ALONG THAT LINE COMMON TO SAID LOT 18 AND SAID LOT 11, A DISTANCE OF 30.06 FEET;

THENCE S05°23'24"W, A DISTANCE OF 26.08 FEET;

THENCE S05°33'54"E, A DISTANCE OF 91.68 FEET;

THENCE S05°32'38"W, A DISTANCE OF 63.30 FEET;

THENCE S00°06'58"E, A DISTANCE OF 79.74 FEET;

THENCE ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°21'40", AN ARC LENGTH OF 179.68 FEET (THE LONG CHORD OF WHICH BEARS S20°51'52"E, A LONG CHORD DISTANCE OF 164.61 FEET) TO A POINT OF TANGENT;

THENCE S20°18'58"W, A DISTANCE OF 84.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 18, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD;

THENCE N73°31'27"W ALONG THAT LINE COMMON TO SAID LOT 18 AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 27,892 SQUARE FEET (0.64 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:  
KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965  
FOR AND ON BEHALF OF RAMPART SURVEYS, INC.  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE LOT 18 EASEMENT**

A THIRTY FOOT (30') WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF WOODLAND ROAD, TIMBER RIDGE SUBDIVISION FILING NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 68 UNDER RECEPTION NO. 096066394 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE NORTHERLY LINE OF SAID WOODLAND ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 18 AND THE SOUTHEAST CORNER OF LOT 12, ALL OF SAID TIMBER RIDGE SUBDIVISION FILING NO. 2, AS MONUMENTED BY A 7/8" O.D. IRON PIPE, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 18, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 12, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WATTS 9853", BEARS N04°15'02"E (N04°49'10"E PER THE RECORDED PLAT), A DISTANCE OF 443.16 FEET (443.05 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S73°31'27"E ALONG THE SOUTHERLY LINE OF SAID LOT 18, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S73°31'27"E ALONG THAT LINE COMMON TO SAID WOODLAND ROAD AND SAID LOT 18, A DISTANCE OF 30.07 FEET;

THENCE S20°18'57"W, A DISTANCE OF 2.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 53.56 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°18'03", AN ARC LENGTH OF 18.04 FEET (THE LONG CHORD OF WHICH BEARS S10°39'56"W, A LONG CHORD DISTANCE OF 17.96 FEET) TO A POINT OF TANGENT;

THENCE S01°01'52"W, A DISTANCE OF 16.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WOODLAND ROAD;

THENCE N88°58'08"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET;

THENCE N01°01'52"E, A DISTANCE OF 16.82 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 83.56 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°18'03", AN ARC LENGTH OF 28.15 FEET (THE LONG CHORD OF WHICH BEARS N10°39'56"E, A LONG CHORD DISTANCE OF 28.02 FEET) TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,228 SQUARE FEET (0.03 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:  
KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920

EXHIBIT C

