

**CROSS EASEMENT AGREEMENT  
INGRESS-EGRESS AND MAINTENANCE**

This Agreement is made and entered into effective this 13 day of August, 2018 by GNC Bunting LLC, a Colorado limited liability company, owner.

**RECITALS**

A. GNC Bunting LLC is the respective owner of real property legally described as Lot 1 and Lot 2 Bunting Multifamily Filing No. 1 recorded in the records of El Paso County, Colorado;

B. Lots 1 and 2 are adjacent to each other and the owner desires to build and maintain in perpetuity two private paved driveways and connected paved parking areas, one located on each lot, but servicing both lots for ingress and egress; and,

C. The owners desire to set forth their understanding as to this cross access easement and maintenance of said driveways and parking areas.

NOW THEREFORE, based up on the mutual considerations and promises contained herein, the parties agree as follows:

**1. Establishment of cross easements.** The owner hereby grants and conveys a mutual reciprocal and non-exclusive easement for driveway purposes over each Owner's lot which easement is noted on the recorded subdivision plat document. Said easement is for the benefit of each lot. It is the intent of the parties that this Agreement to create mutual and reciprocal easements, restrictions, benefits and servitude's upon each lot which shall run with the land.

**2. Maintenance.** The driveways, one on each lot, shall initially be constructed of asphalt or concrete pavement and shall be maintained in good repair at all times. Maintenance shall consist of snow removal, repairs and such other maintenance as is necessary or may be determined by the individual lot owner (the "Maintenance"). Each lot owner shall be solely responsible for Maintenance of the driveway and parking improvements located on each respective lot. No Maintenance other improvements shall be undertaken for the improvements on one of the lots by the adjacent lot owner.

**3. Cost of Maintenance.** The cost of Maintenance of driveway and parking area improvements located on Lot 1 shall be paid solely by the owner of Lot 1. The cost of Maintenance of driveway and parking area improvements located on Lot 2 shall be paid solely by the owner of Lot 2.

