

## MUTUAL EMERGENCY EGRESS AGREEMENT

**Parties.** This Agreement is entered into as of the date last signed below between

**Party A:** *Steve & Cathy Roscio*, owner of the property commonly known as *Fall Mountain Farm* ("Party A's Property"), El Paso County, Colorado,

and

**Party B:** *Timothy R Peterson*, owner of the adjacent property commonly known as *Peterson's Tree Farm* ("Party B's Property"), El Paso County, Colorado.

The properties share a common boundary line along which three (3) gate openings are located.

**Grant of Emergency Access.** Each Party grants the other a non-exclusive, revocable license to use the three designated gate openings on their shared boundary line, together with the granting Party's interior roads, solely for emergency egress to the nearest public road. This license is active **only during a Declared Emergency** — an official evacuation order or emergency declaration issued by El Paso County, the Colorado Division of Homeland Security and Emergency Management, or other competent governmental authority. No right of access exists absent such a declaration.

**Obligations.** Each Party agrees to keep the three gate openings unobstructed and their respective interior roads reasonably passable by ordinary passenger vehicles and emergency response vehicles.

**Reciprocity.** This Agreement is fully mutual. Party B and members of Party B's household may likewise use Party A's interior roads for emergency egress if their normal exit is blocked during a Declared Emergency, subject to the same conditions.

**Legal Background and Liability.** Colorado common law recognizes the doctrine of **private necessity**, which may permit emergency entry across another's land to prevent serious harm even without an agreement. This Agreement makes that mutual understanding explicit and removes any hesitation during an emergency. The Parties further note that Colorado's **Recreational Use Statute (C.R.S. § 33-41-101 et seq.)** and **premises liability statute (C.R.S. § 13-21-115)** provide meaningful liability protections for landowners making land available without charge. Nothing herein waives any immunity or protection afforded by Colorado law.

**Revocability.** Either Party may revoke or modify this Agreement upon reasonable written notice, except that revocation is not effective during an active Declared Emergency. This Agreement does not create a permanent or recorded easement running with the land. The Parties are encouraged to seek independent legal counsel if a recorded easement is desired.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

**PARTY A:**

Signature: \_\_\_\_\_

Printed Name: Steve Roscio

Date: 2026-07-05

**PARTY B:**

Signature: \_\_\_\_\_

Printed Name: Timothy R Peterson

Date: 7/5/2026