

EASEMENT

THIS EASEMENT, granted this ___ day of _____, 2023, between, **Sawmill Creek Ranch Timber & Cattle Company, LLC (“Sawmill”)**, Grantor, and **Board of County Commissioners of Archuleta County (“BOCC”)**, whose legal address is PO Box 1507, Pagosa Springs, CO 81147, Grantee:

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the Grantee the following non-exclusive easement (“Easement”) described as follows:

A 20-foot-wide access Easement, from CR 337 to the Blanco River, as further described and depicted on the attached Exhibit A.

over and across a portion of the following described parcels of real property (“Burdened Property”) situate in the County of Archuleta and State of Colorado to wit:

Lot 45 Carri Blanco Cabin Sites, according to the plat thereof filed for record April 3, 1957, as Reception No. 54782, in the office of the Clerk and Recorder, Archuleta County, Colorado.

This Easement is an easement in gross for the benefit of Archuleta County, for the sole purpose of accessing the Blanco River in order to draw water from the river. The Easement shall exist in perpetuity and shall be binding on the parties’ successors and assigns.

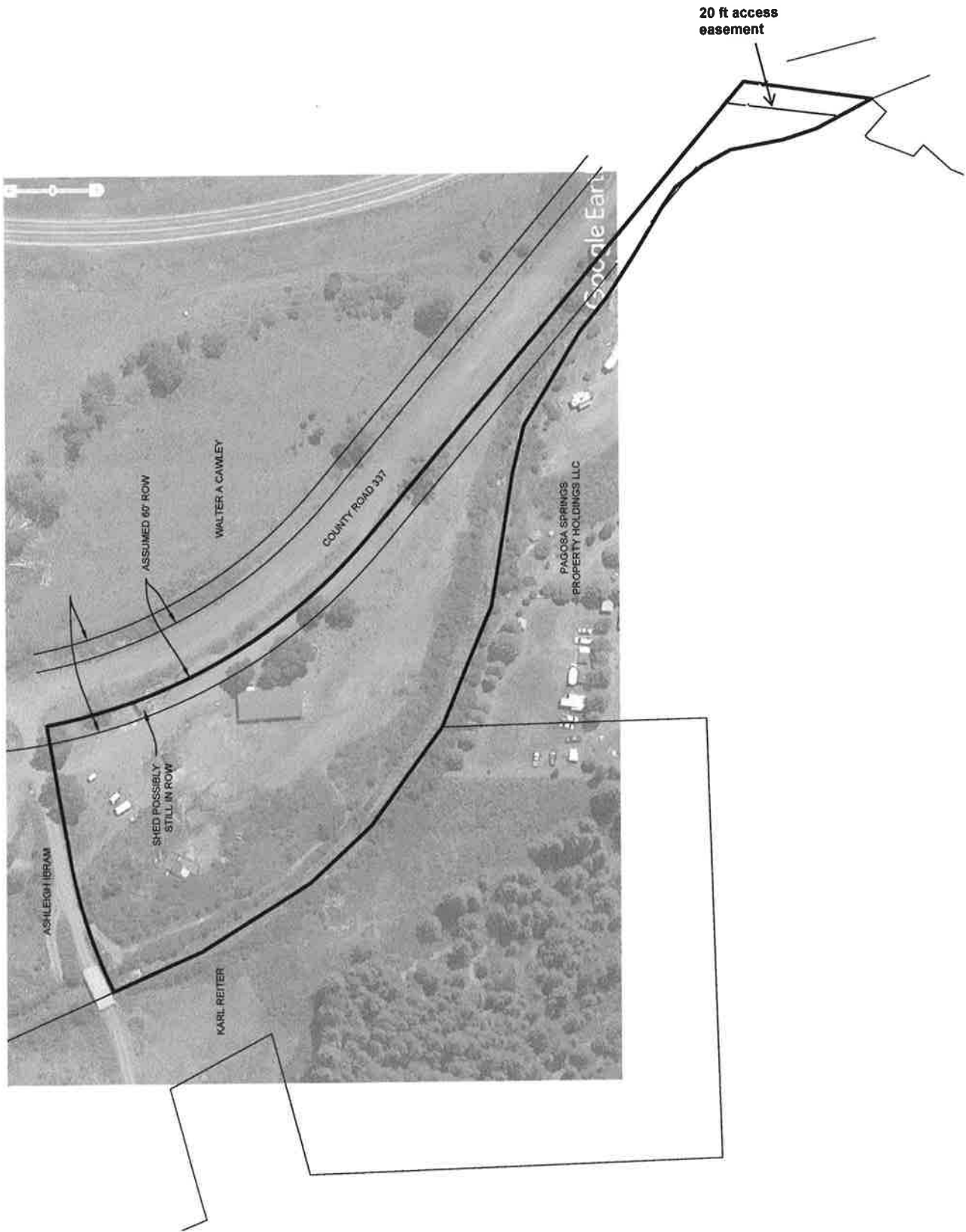
Grantee hereby agrees to be legally responsible for any and all claims, actions, damages, losses or expenses of every type and description arising from any act or omission of Grantee, its successors and assigns, related to this agreement and use of the Easement. Nothing within this Agreement shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits or protections of the Colorado Governmental Immunity Act (C.R.S. §§24-10-101, *et seq.*).

Grantee will in no way hinder or prevent the proper and reasonable use and enjoyment of the property through which the Easement is granted. Grantee shall restore the Burdened Property to substantially the same condition as existed prior to any commencement of any maintenance or repair.

The Easement depicted on Exhibit A is located on the far “upstream” end of Grantor’s property, which may be too steep and impractical for its intended purpose. In such an event, Grantor and Grantee agree that the Easement may be relocated “downstream” as reasonably necessary and as minimally as reasonably practicable to provide access to draw water from the Blanco River. At either party’s request, the parties agree to modify this Easement to specify the relocated easement location (if any), but such shall not be required to make this Easement Agreement effective.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT A TO EASEMENT
20 foot wide access Easement from
CR 337 to the Blanco River



*Not to scale