

ROAD ACCESS EASEMENT

THIS GRANT OF A ROAD ACCESS EASEMENT (the "Agreement") is made and entered on this ___ day of _____, 20__, by and between WILDERNESS ESTATES LLC, whose address is P.O. Box 1160, Georgetown, TX 78627 (hereinafter, the "Grantor"), THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, whose address is 398 Lewis Street, P.O. Box 1507, Pagosa Springs, CO 81147 (hereinafter, the "Grantee"), JOHN TODD PITCHER, whose address is P.O. Box 22, Pagosa Springs, CO 81147 (hereinafter, "Pitcher") and LVONNE DENICE WILSON, whose address is P.O. Box 694, Pagosa Springs, CO 81147 (hereinafter, "Wilson").

WHEREAS, Grantor is the owner of certain real property located in Archuleta County, Colorado, more particularly described as X County Road 139, Wilderness Estates Tract 5 WE, Pagosa Springs, CO, recorded on June 19, 2018 at Reception No. 21803693 in the office of the clerk and recorder for Archuleta County, Colorado (the "Property"); and,

WHEREAS, Pitcher is the owner of certain real property located in Archuleta County, Colorado, more particularly described as 1041 County Road 139, by virtue of a Warranty Deed recorded on November 7, 2003 at Reception No. 20311672 in the office of the clerk and recorder for Archuleta County, Colorado (the "Pitcher Property"); and,

WHEREAS, Wilson is the owner of certain real property located in Archuleta County, Colorado, more particularly described as 15 Hope Drive, by virtue of a Warranty Deed recorded on August 5, 2004 at Reception No. 20406921 in the office of the clerk and recorder for Archuleta County, Colorado (the "Wilson Property"); and,

WHEREAS, the Grantor desires to convey to Grantee a road access easement over and across an existing two track road located on the Property, more fully described in Exhibit A attached hereto, and by this reference made a part hereof, under certain terms and conditions hereafter enumerated; and,

WHEREAS, the Grantee desires to accept said road access easement (the "Easement") under the terms, conditions and agreements specified herein.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants contained herein the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. EASEMENT DESCRIPTION. Grantor hereby grants and conveys to Grantee, their successors and assigns forever, a permanent nonexclusive perpetual road access easement in, to, over and across the real property described in Exhibit A solely for the purposes set forth below.

2. CONSIDERATION. In consideration for the grant of the Easement, Grantee agrees to perform maintenance and/or improvements to the non-public road within the Easement, receipt of which is hereby acknowledged. By execution of this Agreement, Pitcher and Wilson do not relinquish any rights of access across the Easement, prescriptive or otherwise, it may have acquired

other than prescriptive rights of access it may have acquired to access the Pitcher Property and Wilson Property.

3. EASEMENT PURPOSE. The Easement shall be for the use and maintenance of a non-public road for vehicular access by the Grantee, Pitcher and Wilson. Nothing in this Agreement is intended or shall be construed to give the public any right of access across the Easement notwithstanding the fact that it is being granted to a governmental entity.

4. TERMINATION. The Easement is perpetual.

5. MAINTENANCE. Maintenance and/or improvement of the Easement shall be the responsibility of Grantee and the Grantee's permitted successors and assigns. Such maintenance and/or improvement of the Easement shall be at Grantee's sole discretion and subject to annual appropriations by Grantee. Any substantial change to the surface of the road or other improvements to the road must be approved in writing by Grantor prior to construction by Grantee, which approval may be denied by Grantor in its reasonable discretion.

6. ENFORCEMENT OF PROHIBITED USES. Either party may notify, in writing, the other party of any apparent unauthorized uses of the Easement in violation of the terms of this Agreement. The party receiving such written notification shall cease or take immediate steps to prevent further prohibited use of the Easement.

7. OBSTRUCTIONS. Grantor agrees not to obstruct, impede, or interfere with said Easement, and the Grantee agrees not to interfere with the rights of Grantor for ingress and egress over the Property encumbered hereby. There shall be no parking in the Easement by Grantor, Grantee, Pitcher or Wilson or anyone acting with their authorization.

8. LIABILITY AND IMMUNITIES. Grantee does not intend by this Agreement to waive any of the immunities that may be available to the Grantee, its elected officials, officers, or employees under the Colorado Governmental Immunities Act, C.R.S. § 24-10-101 *et seq.*

9. WHOLE AGREEMENT. It is expressly agreed that this Agreement contains the entire understanding of the parties and that there are no other verbal or written representation, agreements, warranties, or promises relating to the Easement. The covenants and agreements herein contained are for the benefit of the Grantor, Grantee, Pitcher and Wilson, and do not create any obligations, duties, or benefits to other parties.

10. MODIFICATION. It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified except by written instrument duly executed and recorded by all parties.

11. SEVERABILITY. If any of the provisions of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of other provisions of this Agreement or the Agreement as a whole shall remain unaffected.

12. TITLE. The Easement is conveyed as-is without warranties of title.

13. NOTICES. All notices, communications or written devices concerning the aforementioned Easement granted herein shall be mailed by certified mail, return receipt requested, to the addresses listed below. Notices shall be deemed received on the date of delivery indicated on the return receipt.

GRANTEE: The Board of County Commissioners of Archuleta County
P.O. Box 1507 / 398 Lewis Street
Pagosa Springs, CO 81147

WITH A COPY TO: Archuleta County Attorney
P.O. Box 1507 / 398 Lewis Street
Pagosa Springs, CO 81147

GRANTOR: Wilderness Estates LLC
c/o Bobby Fredrickson
P.O. Box 1160
Georgetown, TX 78627

PITCHER: John Todd Pitcher
P.O. Box 22
Pagosa Springs, CO 81147

WILSON: Lvonne Denice Wilson
P.O. Bo 694
Pagosa Springs, CO 81147

14. ASSIGNMENT. No assignment of this Agreement by the Grantee or their rights under it shall be effective unless approved by Grantor in writing, which approval may be withheld by Grantor in its reasonable discretion.

15. RECORDATION. This Easement shall be recorded in the real estate records of the Clerk and Recorder for Archuleta County, Colorado, and shall be a burden upon the Property. The obligations contained herein shall be binding upon the successors of the Property.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR:

GRANTEE:

WILDERNESS ESTATES, LLC

BOARD OF COUNTY COMMISSIONERS OF
ARCHULETA COUNTY,
STATE OF COLORADO


By: Bobby Fredrickson
Its: President


By:
Its: Chairman

ATTEST:

County Clerk & Recorder

PITCHER:

WILSON:


John Todd Pitcher

Lvonne Denice Wilson

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR:

WILDERNESS ESTATES, LLC

By: Bobby Fredrickson
Its: _____

GRANTEE:

BOARD OF COUNTY COMMISSIONERS OF
ARCHULETA COUNTY,
STATE OF COLORADO

By: _____
Its: Chairman

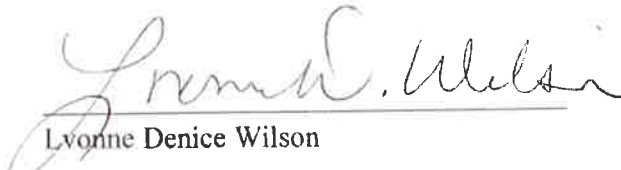
ATTEST:

County Clerk & Recorder

PITCHER:

John Todd Pitcher

WILSON:



Lvonne Denice Wilson

EXHIBIT A

A strip of land situated in Sections 35 and 26, T 35 N, R 2.5 W, N.M.P.M., Archuleta County, Colorado. Said strip is entirely within Tract 5 of Wilderness Estates, reception #21803693, records of Archuleta County. Said strip of land is along an existing roadway and is 60' in width lying adjacent to the northeasterly and northerly property line of Tract 5. Said strip is along and lying southwest and south of the following described line:

Beginning at a point on the northern side of the western terminus of current Archuleta County Road 139 along the northwesterly line of Parcel 1 as described at instrument recorded at reception #97010027, records of Archuleta County, Colorado, this point is also coincident with the eastern corner of Said Tract 5; from which the northwest corner of Section 35 bears N 67°17'24" W a distance of 2771.29', and the north 1/4 corner of Section 35 bears N 03°50'33" E a distance of 1075.97'; and continue along the northeasterly line of said Tract 5 for the following courses and distances:

thence with a curve turning to the northwest with an arc length of 167.23', with a radius of 556.74', with a chord bearing of N 39°18'27" W, with a chord length of 166.60';

thence N 30°42'09" W a distance of 451.23';

thence with a curve turning to the left with an arc length of 209.28', with a radius of 1068.57', with a chord bearing of N 36°18'48" W, with a chord length of 208.95';

thence N 41°55'27" W a distance of 714.03';

thence along the northerly line of said Tract 5 with a curve turning to the left with an arc length of 164.29', with a radius of 113.28', with a chord bearing of N 83°54'30" W, with a chord length of 150.27';

thence along the northwesterly line of said Tract 5, S 54°32'37" W a distance of 52.63';

thence along the northwesterly line of said Tract 5, S 44°48'37" W a distance of 42.00' to a point on the northwestern side of the existing roadway and at the projected intersection with an existing fence line to the southeast as it would cross the roadway. From this point the northwest corner of Section 35 bears

S 85°49'22" W a distance of 1403.53', and the north 1/4 corner of Section 35 bears S 85°25'13" E a distance of 1234.68'. Said point is also at the end of this strip description.

This 60' wide strip has an area of 2.42 acres, more or less.

SKETCH MAP 60' WIDE ROADWAY

