

## SHARED ACCESS AND UTILITY EASEMENT AGREEMENT

This Shared Access and Utility Easement Agreement, made and entered into as of the 5<sup>th</sup> day of February 2025, by and between Kevin W. Miller located at 4175 AA St., Greeley, CO, 80631 hereinafter called "Owner 1" (whether grammatically singular or plural), and Kevin W. Miller, located at 4175 AA St., Greeley, CO, 80631 hereinafter called "Owner 2" (whether grammatically singular or plural).

WHEREAS, Owner 1 owns 2 parcels of land in the East 1/2 of the Southwest 1/4 of Section 23, Township 6N, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado known as Lot A and Lot B of FFD24-0012.

WHEREAS, Owner 1 and Owner 2 are collectively referred to herein as "Parties" (whether grammatically singular or plural) and individually referred to herein as "Party" (whether grammatically singular or plural); and

WHEREAS, the 30-foot access easement as dedicated is a perpetual, non-exclusive, private access easement on, over and across Lot A and Lot B of FFD24-0012 being a portion of the East 1/2 of the Southwest 1/4 of Section 23, Township 6N, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado, more particularly described on the attached Exhibit "A", hereto and incorporated herein by reference ("Easement").

### THE PARTIES AGREE AS FOLLOWS:

NOW, THEREFORE, the Parties, their heirs, personal representatives, successors, and assigns, hereby agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Easement is subject to the following rights, restrictions, conditions, provisions, rights-of-way, reservations, terms, benefits, and burdens.

### PARTIES FURTHER GRANT:

- (a) The right of ingress to and egress over and across the Easement by means of roads and lanes thereon, if such exists;
- (b) The right of using such roads on and across the lands as may be necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the land;
- (c) The right to construct, maintain and use the roads and lanes which now cross or shall hereafter cross the Easement;
- (d) The right to mark the location of the Easement by suitable markers set in the ground, provided that any such markers remaining after the period of construction shall be placed in fences or other locations which will not interfere with any reasonable use Parties shall make of the Easement;
- (e) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement, as mutually agreed;
- (f) All other rights necessary and incident to the full and complete use and enjoyment of the Easement for the purpose herein granted.

### PARTIES HEREBY COVENANT AND AGREE:

- (a) That Parties shall not erect or place any permanent building, structure, improvement, fence, or tree on, across, or over the Easement which would impede or interfere with either Parties' use of the Easement, and harmed Party shall not be liable for their removal if they are so placed, and violating Party agrees, at violating Party's sole expense to so remove such items.
- (b) Parties shall not interfere with the other Parties' construction, installation, reinstallation, and maintenance of such permanent road within the Easement.
- (c) Parties warrant that Parties are each owner in fee of their above-described lands and will defend the title thereto against all claims, and that said lands are free and clear, and clear of encumbrances and liens of whatsoever character, except the following: **Those of Public Record**.
- (d) There shall be no overhead or underground utility lines.

- (e) In the event the above-described lands are being used for the growing of a crop which requires irrigation at the time the roads are constructed, altered, removed, or replaced, Party responsible for construction or maintenance operations agrees, unless otherwise provided for, to install and operate flumes or appropriate crossing devices across the Easement at all times during such construction or maintenance operations. Party responsible for construction or maintenance operations further agrees, unless otherwise provided for not to block, dam, or obstruct in any manner an irrigation canal, drainage ditches, creeks located on said land, and also agrees to replace or repair any levees or banks disturbed or damaged by said Party's operations on said Easement.
- (f) Party responsible for construction or maintenance operations shall restore the surface of the Easement, as nearly as reasonably practicable and permissible, to its prior condition following any disturbance occasioned by construction or use of the Easement by the other Party, its contractors, or agents.

Party responsible for construction or maintenance operations shall be liable to the extent allowed by law for loss and damage which shall be caused by wrongful exercise of the rights of ingress and egress or by wrongful negligent act or omission of or of its agents or employees in the course of their employment.

IT IS MUTUALLY AGREED BY THE PARTIES:

- (a) No act or failure to act on the part of the Parties or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed or release specifically conveying the Easement back to the other Party. Nonuse of the Easement shall not prevent the future use of the entire scope therefor in the event the same is needed. Use of or improvement to any portion of the Easement by Parties or their successors or assigns pursuant to the Easement shall not separately or in the aggregate, constitute an overburdening of the Easement.
- (b) Each and every one of the benefits and burdens of this Easement shall run with Lot A and Lot B of FFD24-0012 and be binding upon both Parties and any assignee, and their respective heirs, transferees, successors, and assigns, and all persons claiming under them.
- (c) After the road is built, the cost of maintenance will be shared equally between the two lots. In the future this easement can be used for additional homes and lots at which time the maintenance will be divided equally between the number of parties using the easement.
- (d) This Shared Access Easement Agreement shall be amended only by a written and recorded instrument signed by both Parties.
- (e) This Easement shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- (f) Parties hereby agree that should either Party or any unrelated third party request a crossing agreement or encroachment agreement in connection with the crossing over, under, on, or encroaching over, under, or onto the Easement (any such document is referred to herein as a "Crossing Agreement"), then said Party and any unrelated third party shall coordinate with other Party, such Crossing Agreement; such Crossing Agreement must maintain a minimum of three (3) feet of cover and must not interfere with Parties' rights under this Agreement.



IN WITNESS WHEREOF the undersigned have set their hand and seal as Owners this 5<sup>th</sup> day of February, 2025

OWNER 1: Kevin W. Miller

Kevin W. Miller

STATE OF COLORADO

) ss.

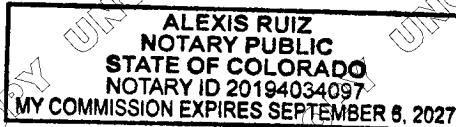
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2025 by Kevin Warren Miller as Owners 1 and Owners 2.

Notary Public

Alexis Ruiz

My Commission expires: 09/06/2027



OWNER 2: Kevin W. Miller

STATE OF COLORADO )

) ss.

COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as Owners 1 and Owners 2.

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_

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02/07/2025 11:27 AM R Fee: \$33.00  
Carly Koppes, Clerk and Recorder, Weld County, CO



## Exhibit A

### 30' ACCESS EASEMENT LEGAL DESCRIPTION

BEING PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AS BEARING NORTH 00°23'39" WEST AS MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT B AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEING A 30 FOOT ACCESS EASEMENT BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE WEST 1/16 CORNER OF SAID SECTION 23;

THENCE NORTH 31°11'26" EAST A DISTANCE OF 35.07 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 05°52'56" EAST A DISTANCE OF 230.20 FEET;

THENCE NORTH 20°05'30" EAST A DISTANCE OF 256.41 FEET;

THENCE NORTH 25°31'01" EAST A DISTANCE OF 175.00 FEET;

THENCE NORTH 09°18'42" EAST A DISTANCE OF 91.00 FEET;

THENCE NORTH 00°47'12" EAST A DISTANCE OF 214.84 FEET;

THENCE NORTH 02°16'09" WEST A DISTANCE OF 125.91 FEET;

THENCE NORTH 03°54'29" WEST A DISTANCE OF 634.89 FEET;

THENCE NORTH 08°25'17" WEST A DISTANCE OF 324.61 FEET;

THENCE NORTH 00°23'39" WEST A DISTANCE OF 170.96 FEET TO A POINT ON THE SOUTH LINE OF LOT A OF FFD24-0012 AND THE POINT OF TERMINUS;

CONTAINING A CALCULATED AREA OF 1.531 ACRES MORE OR LESS

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02/07/2025 11:27 AM R Fee:\$33.00

Carly Kopps, Clerk and Recorder, Weld County, CO



## EXHIBIT B

LOCATED IN THE EAST 1/2 OF  
THE SOUTHWEST 1/4 OF  
SECTION 23, TOWNSHIP 6  
NORTH, RANGE 66 WEST  
OF THE 6TH PRINCIPAL  
MERIDIAN, COUNTY OF WELD,  
STATE OF COLORADO

CENTER WEST 1/16 CORNER  
S23, T6N, R66W SET A 3 1/4"  
ALUMINUM CAP ON A NO. 6  
REBAR STAMPED 38729

LOT A  
FFD24-0012



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R Fee: \$33.00  
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Carly Koppes, Clerk and Recorder, Weld County, CO

SCALE: 1"=300'

### LEGEND

- SECTION LINE
- EASEMENT LINE
- PARCEL BOUNDARY
- RIGHT-OF-WAY LINE
- TIE TO P.O.B. OR P.O.T.
- SECTION CORNER

EASEMENT CENTERLINE

30' SHARED ACCESS AND EASEMENT  
FOR THE BENEFIT OF LOTS A AND B  
OF FFD24-0012

30.00'

(TIE TO P.O.B.)  
N 31°11'26" E, 35.07'

WEST 1/16 CORNER  
S23, T6N, R66W FOUND  
A NO. 6 REBAR WITH AN ILLEGIBLE  
PLASTIC CAP STAMPED 38729

N 05°52'56" E  
230.20'

AA STREET

**NOTE**  
THIS EXHIBIT IS MEANT TO  
DEPICT THE ATTACHED  
LEGAL DESCRIPTION AND IS  
FOR INFORMATIONAL  
PURPOSES ONLY. IT DOES  
NOT REPRESENT A  
MONUMENTED LAND  
SURVEY.

### SHARED WELL EASEMENT

DATE:	10/23/2024	SHT.	01
DRAWN:	TSD	OF	
CHECKED:	TSD	01	
JOB NO.:	240002		

**TSD Surveying**

13013 County Road 86, Pierce, CO 80650

(970) 590-2197