

This document describes the easements in effect through Cuchara River, LLC, for Cuchara River Estates (CRE), Cuchara River Ranch (CRR, the "homestead") and Raspberry Mountain Ranch (RMR). Most easements are depicted on attached map exhibits.

Recitals: A. Describes the properties and a bit on their provenance. The properties are pretty much as we know them. Although CRR was not part of Cuchara River, LLC, it does come under this Grant of Easement.

Recitals:B. Includes RMR in the easement.

Recitals:C. Makes the easements perpetual and includes maintenance obligations for future owners.

Article I.1. The above is incorporated as described below.

Article I.2. A. Describes the entry way easement and features and assigns the easement to CRE-POA, to the benefit of CRE and RMR, but no mention of CRR.

Article I.2.B.i: Creates the Mountain Valley Road and Terrace Trail easements for private use by CRE and RMR. Also assigns a commercial use easement of Mountain Valley Road by CRR, as long as it doesn't interfere with or impair the private easement; ii. Describes easement and condition for CRE tract 1 that burdens CRE tract 2; iii. Grants easement along Cuchara River Ranch Road, a pre-existing jeep trail for CRE tracts 1 and 2 for ingress and egress and utility applications, benefitting CRE 1 and 2 and burdening CRR and tract 2; iv. Grants easements for ingress and egress to benefit CRE 1, 2, 15, 16 and burden tracts 15, 16.

Article I.2.C. Grants emergency ingress, egress and utility easement over and across CRR from Hwy 12 to Mountain Valley Road via Cuchara River Ranch Road to emergency vehicles and CRE and RMR properties. This easement burdens CRR and CRE tract 11 and benefits CRE and RMR properties. The easement is depicted on an attachment and appears to be the trail from Joy's gate at the juncture of Mountain Valley and Muleshoe Roads, past her arena and on to her Hwy 12 gate via her main property entrance, but a better copy is needed to define its exact course.

Article I.2.D. Utility easement for Mountain Valley Road and Terrace Trail.

Article I.2.E. Utility easement for CRE tract 1 over CRE tract 2.

Article I.2.F. Utility easement for CRE over CRE tract 11 and CRR.

Article I.2.G. Easement for the Common Area for the benefit of the Cucharas Water Group which is described in Huefano County real estate records Reception No. 327073 recorded 19 December 1996.

Article I.3. Easements shall be in compliance with applicable laws and regulations.

Article I.4. Easements run perpetually and bind to all subsequent purchasers until sold.

Article I.5. Easements pertain to owners only, there are no public purposes recognized.

Article I.6. No barriers of any kind are permitted without prior written consent of owners of CRE, CRR and RMR properties. Relevant parties have the right to remove impediments and are not liable for damage to impediments. Any party installing impediments is responsible for costs of removal.

Article II. Documents all prior easements, except as depicted in the final Plat.

Article III. CRE-POA is responsible for maintenance of all relevant easements on Mountain Valley Road, Terrace Trail and Commons Area; CRE tract 1 ingress/egress/utility easement, CRE tracts 1 and 2 ingress/egress/utility easement, CRE tracts 15 and 16 ingress/egress easement are maintained by the tract benefitting by the easements.

Article IV.1.2. Easements/Rights/Obligations are binding on present and future owners and their successors.

Article IV.3. Properties benefitted by an easement are dominant estates; those burdened are subservient estates.

Article IV.4. This now void, I'd guess; it states that Cuchara, LLC can add additional easements.

Article V.1. CRE-POA can act against a miscreant owner for easement violation and collect attorney's fees and 18% interest.

Article V.2. Violations of the easements constitute a nuisance and every remedy allowed by law is applicable.

Article V.3. Prevailing party in any proceeding to enforce the easements can recover costs incurred plus interest of 18%.

Article V.4. Failure to enforce any aspect of an easement does not constitute a waiver of the right to do so.

Article V.5. Owners are liable for violations of their grantees.

Article VI.1. No amendments to this document without written consent from party involved.

Article VI.2. Easements are for the sole benefit of relevant parties.

Article VI.3. This is now void, requiring all notices pertaining to the grant to be addressed to Cuchara River, LLC.

Article VI.4. All prior grants are officially merged into this document.

Article VI.5. Colorado Law now applies to this Grant.

Article VI.6. Legal action that might invalidate any aspect of the Grant will affect only that aspect.

Article VI.7. Time is of essence to the Grant. I'd guess that this is inconsequential since I assume the document was filed and recorded appropriately.

Article VI.8. Merging of parcels shall not void the applicable easements.