

RETURN TO:

QP Poncha, LLC
c/o JVAM, PLLC
315 W. Main St.
Buena Vista, CO 81211

EASEMENT GRANT AND AGREEMENT

(FOR DRIVEWAY AND PARKING ACCESS)

*****THIS EASEMENT GRANT AND AGREEMENT IS GIVEN TO CORRECT THE EASEMENT GRANT AND AGREEMENT RECORDED AS RECEPTION NO. 480235 IN THE REAL PROPERTY RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO *****

THIS EASEMENT GRANT AND AGREEMENT (“**Agreement**”) is made as of the 9th day of May 2022 (“**Effective Date**”) by QP Poncha, LLC a Colorado limited liability company (“**QP Poncha**”) having an address at 430 Lexington St., 2nd Floor, Newton, MA 02466.

BACKGROUND:

A. QP Poncha is the owner of that certain real property described as Poncha Meadows Filing No. 1, Block 6, Lot 19, Town of Poncha Springs, Chaffee County, Colorado (the “**Servient Property**”) according to that certain Plat of Poncha Meadows Filing No. 1 recorded at Reception No. 456329 in the office of the Recorder for Chaffee County, Colorado (the “**Plat**”); and

B. QP Poncha is the owner of that certain real property described as Poncha Meadows Filing No. 1, Block 6, Lot 15 and Poncha Meadows Filing No 1, Block 6, Lot 06 according to the Plat (together, Lot 15 and Lot 06 shall be referred to herein as the “**Dominant Property**”); and

C. the Servient Property and Dominant Property are governed by that certain Declaration of Covenants, Conditions, Restrictions and Easements for Poncha Meadows Filing No. 1, Block 6, Town of Poncha Springs, Chaffee County, Colorado recorded in the office of the Recorder for Chaffee County, Colorado at Reception No. 468360 (the “**Declaration**”), as amended; and

D. the Declaration establishes a common interest community and owner's association (the "**Association**") to ensure the proper use and development of the community; and

E. Section 2.2 of the Declaration provides that the Declarant shall maintain control of the Association to the fullest extent permitted under the Colorado Common Interest Ownership Act; and

F. QP Poncha is the Successor Declarant subject to the terms of the Declaration pursuant to that certain Assignment and Assumption of Special Declarant Rights recorded in the office of the Recorder for Chaffee County, Colorado at Reception No. 476085; and

G. QP Poncha maintains ownership and control of the entirety of Poncha Meadows Filing No. 1, Block 6; and

H. The Plat includes a 20-foot by 40-foot Common Building Envelope on the Servient Property (the "**Common Building Envelope**"); and

I. The Plat, and the Declaration at Section 2.5.1, provides that the Common Building Envelope may be developed as determined by the Association; and

J. Section 8.1 of the Declaration provides that QP Poncha reserves the right to withdraw from the provisions of the Declaration individual Lots and/or Common Areas; and

K. QP Poncha desires modify the use of the Common Building Envelope and grant an easement to the Dominant Property for access over the Servient Property.

NOW, THEREFORE, for and in consideration the promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, QP Poncha hereby agrees as follows:

1. Incorporation of Background. The background and definitions set forth above are incorporated herein by reference and made a part of this Agreement.

2. Grant of Permanent Easement. QP Poncha grants, bargains, sells, transfers and conveys to QP Poncha and its successors and assigns a perpetual-nonexclusive easement in, to, and over portions of the Servient Property, which are depicted as the hatched rectangle on Exhibit A, and identified as the "Lot 06 and Lot 15 Driveway Access" therein (the "**Easement**"). QP Poncha covenants and agrees that it shall use the Easement only for the purposes set forth in this Agreement, the Plat and the Declaration and for no other purpose.

3. Permitted Use. The Easement shall only be used (a) to construct, install, reconstruct, replace and repair a driveway for vehicular access to the Dominant Property; (b) to construct, install, reconstruct, replace, repair and maintain underground electrical utilities; (c) to improve the Easement to facilitate the aforementioned use; and (d) for any other use permitted by the Plat and Declaration (the "**Permitted Use**").

4. Survey. Exhibit A represents a rudimentary outline of the Easement. QP Poncha may engage a licensed surveyor to survey the Easement (the "Survey"). After the Survey is completed, this Agreement may be amended so that the Survey replaces Exhibit A and controls the geographical scope of the Easement.

5. Runs with the Land. This Agreement and the rights and obligations set forth herein shall be appurtenant to and shall run with the Dominant Property and Servient Property and shall be binding upon and inure to the benefit of the QP Poncha's successors, assigns, heirs, representatives, creditors, and transferees.

6. Recording. This Agreement shall be recorded in the office of the Recorder for Chaffee County, Colorado upon execution of this Agreement.

7. Construction and Governing Law. This Agreement shall be construed in accordance with Colorado law and any action arising out of this Agreement must be filed in Chaffee County Colorado.

8. Modification. This Agreement may only be modified or terminated by written instrument executed by all parties to this Agreement, and/or their successors and assigns.

9. Counterparts. This Agreement may be signed in counterparts and all of which, when taken together, shall constitute one instrument.

IN WITNESS WHEREOF, and intending to be legally bound, QP Poncha has executed this Agreement.

QP Poncha, LLC
A Colorado limited liability company

David Roover, Manager

STATE OF MASSACHUSETTS
) SS:
COUNTY OF NORFOLK

On this 10 day of May 2022, before me, a Notary Public, the undersigned, personally appeared David Roover and executed the foregoing instrument for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

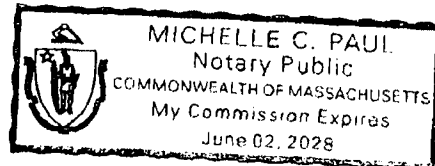
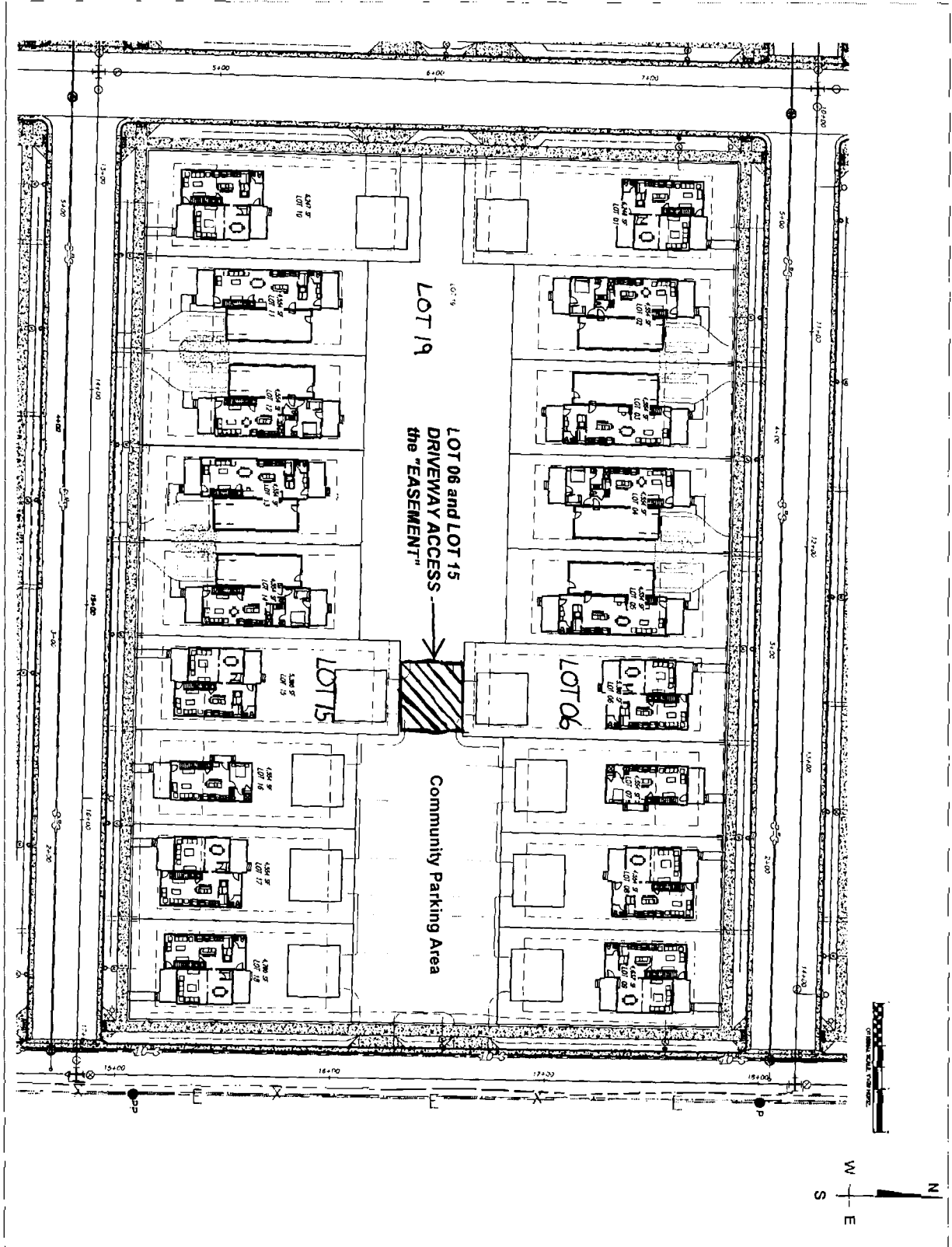


EXHIBIT A TO EASEMENT AGREEMENT



PONCHA MEADOWS
FILING 1, BLOCK 6