



REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on 1 Dec 2016, by and between Pecos River Ranch and Resort, LLC of P.O.Box 5070, Camp Verde, Texas 78010, hereinafter ("Grantor"), and Burro Mesa Ranch, LLC of 239 Greenwich Avenue, Greenwich, Connecticut, 06830 hereinafter ("Grantee").

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Book 1135 Page(s) 151-155
2/13/2017 11:46 AM EASEMENT
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Patricia M. Vigil, COUNTY RECORDER
Filed for Record in LAS ANIMAS, CO

Recitals

- A. The Grantor is the owner of certain real property commonly known as Hidden Lakes Ranch; Trinidad, Colorado ("Servient Estate").
- B. The Grantee is the owner of certain real property commonly known as Burro Mesa Ranch; Trinidad, Colorado ("Dominant Estate").
- C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate:

LEGAL DESCRIPTION

An access easement, containing 214,599 square feet (4.92 acres), more or less, located in in the Southeast ¼, of the Southeast ¼ of Section 3, the East ½ of the Northeast ¼ of Section 10, the West ½ of Southwest ¼ of Section 11, the West ½ of the West ½ of Section 14, Township 34 South, Range 62 West of the 6th prime meridian in Las Animas County, Colorado, said access easement being more particularly described as follows:

Commencing at a point, Southwest of the Northeast Corner of the Southeast ¼, of the Southeast ¼ of Section 3 at the right-of-way of County Road 12.5;

- a. A strip of land 20 feet wide, lying 172.76 feet west of following described line; South 0°31'27" West, a distance of 3937.75 feet;
- b. A strip of land 20 feet wide, lying 20 feet north of following described line; South 89°31'17" East, a distance of 182.65 feet;
- c. A strip of land 20 feet wide, lying east of following described line; North 0°31'27" West, a distance of 2685.57 feet and
- d. A strip of land 20 feet wide, lying east of following described line; North 0°10'43" West a distance of 3924.00 feet.

The above described easement contains 214,599 square feet (4.92 acres), more or less.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in

that the easement benefits the use and enjoyment of the Dominant Estate by Providing an additional means of access to that property..

3. Duration and Binding Effect

The easement shall endure in perpetuity. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by Providing an additional means of access to the Burro Mesa Ranch property.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to providing private access to Grantee's property for the benefit of Grantee and invitees only..

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement

creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:


Ke Aie
Pecos River Ranch and Resort, LLC 1 Dec 2016

State of N.M.
County of Chaves



[Signature]
Commissioner 5/8/20

GRANTEE:

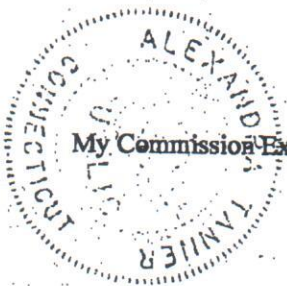

 Burro Mesa Ranch, LLC
 A Colorado Limited Liability Company
 By:

STATE OF Connecticut)

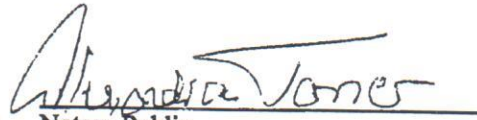
) ss.

COUNTY OF Fairfield)

This instrument was acknowledged before me on this 1st Day of December
 by Albert E. Borge of Burro Mesa Ranch, LLC, a Colorado Limited Liability
 Company.



ALEXANDRA TANNER
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 11/30/2020


 Notary Public