

## **ACCESS EASEMENT**

This ACCESS EASEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Young Family Holdings, LLC, a Colorado limited liability company ("Lot C-12C Owner") and 1215 Chambers LLC, a Colorado limited liability company ("Lot C-13A Owner"). Lot C-12C Owner and Lot C-13A Owner are collectively referred to as the "Lot Owners".

### **RECITALS**

A. Lot C-12C Owner owns certain property known Lot C-12C as more particularly described and depicted on the Second Amended Final Plat of Trotter Minor Subdivision recorded \_\_\_\_\_, 2025 at Reception No. \_\_\_\_\_ in the real property records of Eagle County, Colorado ("Lot C-12C").

B. Lot C-13A Owner owns certain property known as Lot C-13A as more particularly described and depicted on the Second Amended Final Plat of Trotter Minor Subdivision recorded \_\_\_\_\_, 2025 at Reception No. \_\_\_\_\_ in the real property records of Eagle County, Colorado ("Lot C-13A").

C. Lot C-13A was created by the consolidation of two lots located in separate subdivisions, that is, Lot C-12B Trotter Minor Subdivision was consolidated with Lot C-13A Amended Final Plat, Kemp Subdivision, with the new consolidated lot being titled C-13A on the Amended Final Plat of Trotter Minor Subdivision. Lot C-13A Owner has developed a light industrial commercial project on Lot C-13A (the "Lot C-13A Development").

D. In connection with the Lot C-13A Development, Lot C-13A Owner required an additional access easement area over Lot C-12C and Lot C-12C Owner agreed to grant an additional access easement across Lot C-12C for the benefit of Lot C-13A in the location depicted on the Second Amended Final Plat of Trotter Minor Subdivision and as more particularly depicted on Exhibit A attached hereto and incorporated herein (the "Easement Area").

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. The foregoing recitals are incorporated by this reference as though fully set forth herein.

2. Grant of Easement.

2.1 Easement Area. Lot C-12C Owner hereby grants to Lot C Owner a nonexclusive and perpetual easement (the "Easement") for reasonable means of ingress and egress in the location depicted on the Second Amended Final Plat of Trotter Minor Subdivision and as more particularly depicted on Exhibit A attached hereto and incorporated herein ("Easement Area").

3. Scope of Easement.

3.1 The Easement granted by this Agreement may be used for reasonable means of ingress and egress to Lot C-13A and passage upon, across and over Lot C-12C within the Easement Area (but not for parking thereon).

4. Maintenance Obligations.

4.1 Lot C-13AC Owner shall be responsible for the cost of maintenance of the Easement Area.

5. No Improvements in/on Easement Area.

5.1 No party shall erect or place any permanent structure or improvement within the Easement Area.

6. Covenants Running With the Land.

6.1 The Easement granted by this Agreement and the terms, conditions, restrictions and obligations contained herein shall run with Lot C-12C and Lot C-13A in perpetuity and shall inure to the benefit of Lot C-13A and be binding on the parties hereto and their respective successors and assigns.

7. Limitation of Liability.

7.1 Lot C-13A Owner and all who it permits to use the Easement (the "Permittees") shall enter upon and use the Easement under this Agreement at their sole risk. Lot C-13A Owner shall be solely responsible for the health and safety of all of its Permittees who use Easement Area, as well as for any damage to Lot C-12C arising from such use.

8. Miscellaneous.

8.1 Modification. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the parties hereto or such others as may from time to time own an interest in the respective Lot C-12C or Lot C-13A, and designated as a modification or amendment.

8.2 Entire Agreement. This Agreement constitutes and incorporates the entire agreement among the parties hereto concerning the subject matter of this Agreement.

8.3. Separability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby; nor shall the validity, legality, or enforceability of any such defective provisions be in any way affected or impaired in any other jurisdiction.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original; provided, however, that this Agreement will not become binding upon any party unless and until executed by all the parties.

8.6 Recording. This Agreement shall be recorded with the Clerk and Recorder for the County of Eagle, State of Colorado.

[Signatures follow]

**DATED** the day and year first above written.

**GRANTOR:**

LOT C-12C OWNER:

YOUNG FAMILY HOLDINGS, LLC, a Colorado limited liability company

By: \_\_\_\_\_

Name: David Young

Title: Manager

**GRANTEE:** LOT C-13A OWNER:

1215 CHAMBERS LLC, a Colorado limited liability company

By: \_\_\_\_\_

Name: Michael V. Barry

Title: Manager

[Notary signatures follow]

STATE OF COLORADO      )  
                            ) ss.  
COUNTY OF EAGLE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by David Young, as Manager of Young Family Holdings, LLC..

Witness my hand and official seal.

---

Notary Public  
My commission expires: \_\_\_\_\_

STATE OF COLORADO      )  
                            ) ss.  
COUNTY OF EAGLE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Michael V. Barry as Manager of 1215 Chambers LLC, a Colorado limited liability company

Witness my hand and official seal.

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Notary Public  
My commission expires: \_\_\_\_\_

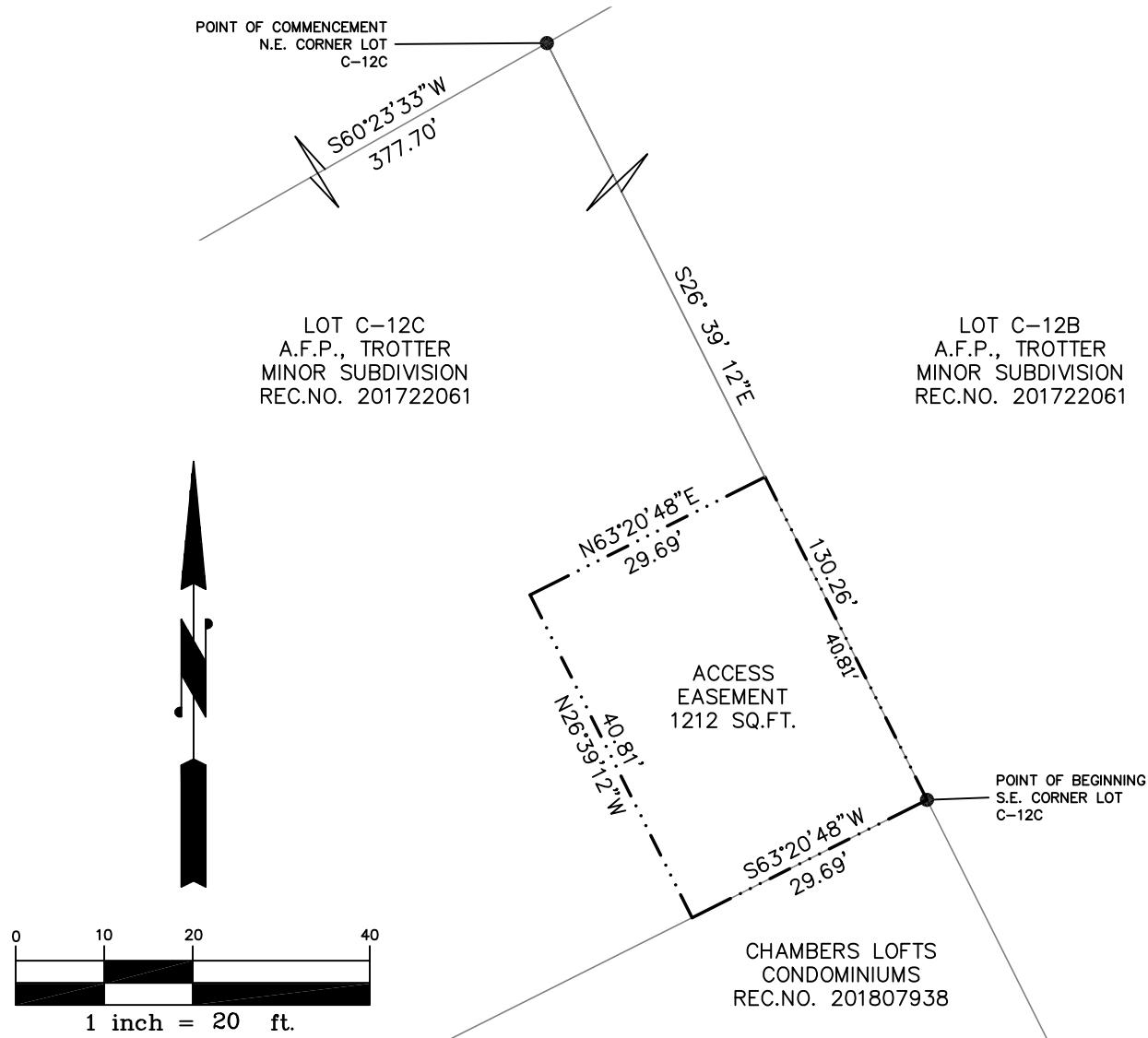
**EXHIBIT A**

**DEPICTION OF**  
**EASEMENT AREA**

**LEGAL DESCRIPTION:**

AN ACCESS EASEMENT SITUATED IN LOT C-12C, AMENDED FINAL PLAT, TROTTER MINOR SUBDIVISION, A RESUBDIVISION OF LOT C-12A AND LOT C-12B, ACCORDING TO THE FINAL PLAT RECORDED NOVEMBER 17, 2017 UNDER RECEPTION NO. 201722061, EAGLE COUNTY, COLORADO, SAID EASEMENT IS FOR THE BENEFIT OF LOT C-12B AND ITS SUCCESSORS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT C-12C FROM WHICH THE NORTHWEST CORNER OF SAID LOT C-12C BEARS S 60° 23' 33" W, 377.70 FEET AND IS THE BASIS OF BEARINGS HEREON; THENCE S 26° 39' 12" E, 130.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT C-12C AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT C-12C, S 63° 20' 48" W, 29.69 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, N 26° 39' 12" W, 40.81 FEET TO A POINT; THENCE N 63° 20' 48" E, 29.69 FEET TO A POINT ON THE EAST LINE OF SAID LOT C-12C; THENCE ALONG SAID EAST LINE, S 26° 39' 12" E, 40.81 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINING 1212 SQ.FT. +-.



**EXHIBIT A**  
ACCESS EASEMENT - SITUATED IN LOT  
C-12C, A.F.P., Trotter Minor Subdivision  
Town of Eagle, County of Eagle, Colorado

DRAWN BY: RPK

DATE: 3-07-25

SHEET 1 OF 1

DWG NAME:  
211013-LOT C-12C TROTT EASE

**KIPP LAND SURVEYING**

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