

After Recordation send Original to:

Erin Johnson, Esq.  
P.O. Box 189  
Rico, Colorado 81332

**FALL CREEK VILLAGE**

A Colorado Common Interest Community

Located in portions of Section 13 T43N R11W, and Section 18, T43N R10W, N.M.P.M.  
San Miguel County, Colorado

**FALL CREEK VILLAGE HOMEOWNERS ASSOCIATION, INC.,  
A COLORADO NONPROFIT CORPORATION**

**GRANT OF EASEMENTS  
FOR SEWER SYSTEM FACILITIES**

**Lot 1, Lot 2, and Lot 8, Fall Creek Village Subdivision**

to

**Fall Creek Village Homeowners Association, Inc.  
A Colorado nonprofit corporation**

**THIS GRANT OF EASEMENTS FOR SEWER SYSTEM FACILITIES** is made this 16th day of December, 2013, and effective as of March 17, 2006, by and between the owners of Lot 1: Brian Dean Wohl and Gregory M. Wohl, whose address is 1187 Alexandria Court NE, Brookhaven, GA, 30319, (hereinafter referred to as "**Wohl**"); and the owner of Lot 2: Valerie Levy Franzese, whose address is PO Box 203, Placerville, CO, 81430 (hereinafter referred to as "**Franzese**"); and the owner of Lot 8: Camino del Rio LLC, a Colorado limited liability company, whose address is 2818 Nacogdoches Rd, San Antonio, TX, 78217 (hereinafter referred to as "**Camino del Rio**") **GRANTORS**; and the Fall Creek Village Homeowners Association, Inc., a Colorado nonprofit corporation, whose address is Fall Creek Village Homeowners Association, c/o Jarmik Property Management, Inc., 238 E. Colorado Avenue #9, PO Box 3071, Telluride, CO 81435, (hereinafter referred to as "**FCV HOA**"), **GRANTEE**. The signatories to this agreement are from time to time referred to collectively as the "**Parties**".

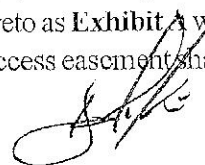
**RECITALS**

- (a) Wohl is the owner of a parcel of real property situated in the County of San Miguel, Colorado, and legally described as Lot 1, Fall Creek Village Subdivision, San Miguel County, Colorado, (hereinafter referred to as the "**Wohl Tract**");
- (b) Franzese is the owner of a parcel of real property situated in the County of San Miguel, Colorado, and legally described as Lot 2, Fall Creek Village Subdivision, San Miguel County, Colorado, (hereinafter referred to as the "**Franzese Tract**");

- (c) Camino del Rio is the owner of a parcel of real property situated in the County of San Miguel, Colorado, and legally described as Lot 8, Fall Creek Village Subdivision, San Miguel County, Colorado, (hereinafter referred to as the "**Camino del Rio Tract**");
- (d) FCV HOA is the owner of a sewer system and appurtenant facilities that serves Lots 1 through 8 of the Fall Creek Village Subdivision (hereinafter referred to as the "**Sewer System**").
- (e) In 2006, the Sewer System was upgraded and reconstructed, resulting in a reconfiguration of the Sewer System and certain appurtenant facilities of the Sewer System. The Grantors consented to the use of certain portions of their Lots for an electric line and a sewer discharge corridor, and access thereto, at the time of the reconstruction;
- (f) To clarify and memorialize the use of parts of Lot 1, the Wohl Tract, Lot 2, the Franzese Tract, and Lot 8, the Camino del Rio Tract, access thereto as easements granted to the FCV HOA for purposes of operating and maintaining the Sewer System, and for memorializing the respective rights of use and the obligations of the Parties, the Parties have negotiated an easement agreement which sets forth the terms and conditions for use of portions of their respective properties; and
- (f) The undersigned Parties desire to memorialize their agreement for the grant of easements on the terms and conditions as set forth herein.

**NOW THEREFORE** in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **INCORPORATION OF RECITALS, DEFINITIONS AND EXHIBITS.** The provisions, terms, definitions and exhibits set forth or referenced in the above Recitals are hereby incorporated into this agreement and made an integral part hereof.
2. **WOHL GRANT OF EASEMENT.** Wohl does hereby grant to FCV HOA and their successors, assigns and subsequent grantees, a five (5) foot wide non-exclusive easement for purposes of a sewer discharge corridor for the Sewer System, and any part of the ground wire easement, over and across the Wohl Tract in the location depicted on the map attached hereto as **Exhibit A** which is attached hereto and incorporated herein by reference. The foregoing grant of easement shall be for the purpose of providing the FCV HOA with non-exclusive rights of access and use of the drainage corridor to and from River Trail Road, a public road maintained by County of San Miguel, Colorado, and for any part of the ground wire easement located on Lot 1 as shown on **Exhibit A**.
3. **FRANZESE GRANT OF EASEMENT.** Franzese does hereby grant to FCV HOA and their successors, assigns and subsequent grantees, a non-exclusive easement for purposes of an above ground power line over and across the Franzese Tract, and any portion of the five (5) foot wide drainage corridor easement that is located on Lot 2, in the location depicted on the map attached hereto as **Exhibit A** which is attached hereto and incorporated herein by reference. The foregoing grant of access easement shall be



for the purpose of providing the FCV HOA with non-exclusive use and access to and from the east boundary of Lot 2 to the west boundary of Lot 2 for the ground wire easement, and for any portion of the five (5) foot wide drainage corridor easement that is located on Lot 2 as shown on **Exhibit A**.

4. **CAMINO DEL RIO GRANT OF EASEMENT.** Camino del Rio does hereby grant to FCV HOA and their successors, assigns and subsequent grantees, a five (5) foot wide non-exclusive easement for purposes of a sewer discharge corridor for the Sewer System, over and across the Camino del Rio Tract in the location depicted on the map attached hereto as **Exhibit A** which is attached hereto and incorporated herein by reference. The foregoing grant of easement shall be for the purpose of providing the FCV HOA with non-exclusive rights of access and use of the drainage corridor to and from River Trail Road, a public road maintained by County of San Miguel, Colorado, located on Lot 8 as shown on **Exhibit A**.

5. **EASEMENT RIGHTS GRANTED.** In addition to the grants of easement for use and access as set forth in Paragraphs 2, 3 and 4 above, undersigned Parties do hereby grant to each other the following additional easement rights:

(a) The right to construct, maintain operate and upgrade the existing sewer discharge corridor within the above described five (5) foot easement area, and the right to construct, maintain operate and upgrade the existing ground wire easement, each as shown on **Exhibit A**.

(b) The undersigned Parties, their successors, assigns and subsequent grantees shall have the right to use the easements for such purposes as are consistent with the terms and conditions of this Grant of Easements, but in no event shall the undersigned Parties erect or construct any well, structure or other obstruction that hinders or impedes the use or enjoyment of the easements granted herein; and

(c) The owners of real property benefitted by this Grant of Easements shall not interfere with the any other parties' use and enjoyment of the Sewer System facilities. Each Party, for itself, its successors, assigns, agents and invitees, agrees to traverse the real property of the other Parties without unreasonably interfering with the use or enjoyment which any such other Party is making of said real property.

6. **COST OF IMPROVEMENTS AND MAINTENANCE.** All or portions of the Sewer System facilities within the above described five (5) foot easement area and the ground wire easement area may be constructed and/or maintained only by the FCV HOA. The FCV HOA performing construction or maintenance within the five (5) foot easement area shall be solely responsible for the cost of the said work.

7. **FCV HOA USE OF EASEMENTS EXPRESSLY LIMITED TO SEWER SYSTEM USE.** FCV HOA covenants and agrees that the present use of the Sewer System facilities is expressly for the purposes of operating and maintaining the Sewer System. If FCV HOA or its successors in interest ceases to operate and maintain the Sewer System, then in that event, FCV HOA shall be required to decommission the easements in the manner prescribed by the Colorado Department of Public Health and Environment. In such event the easements granted herein shall automatically revert to the owners of Lot 1 and Lot 2 upon completion of the decommissioning.





8. **NOTICES.** Any notices required or permitted herein shall be deemed delivered when deposited in the United States Mail, postage prepaid, certified or registered, addressed to the party intended at the addresses maintained by the San Miguel County Assessor regarding the owners of Lot 1, Lot 2 and Lot 8, Fall Creek Village Subdivision, and the address maintained in the office of the Secretary of State regarding the FCV HOA.

9. **RUN WITH THE LAND/BENEFIT.** This Grant of Easements shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto, their successors, assigns and subsequent grantees.

10. **ATTORNEY FEES AND COSTS.** In the event of a dispute arising out of the enforcement of the above referenced Grant of Easements, the prevailing Party in any action, litigation or arbitration shall be entitled to recover all reasonable attorney fees and costs incurred.

11. **AMENDMENT OF EASEMENT.** This Grant of Easements is the entire integrated agreement of the Parties, and it supersedes and merges any prior oral or written agreements, negotiations or understandings among them. This Grant of Easements may be modified, amended, canceled or superseded, and any of the terms or conditions hereof may be waived; however, said amendment and waiver may only be effectuated by a written agreement executed by all affected Parties.

12. **GOVERNING LAW/REMEDIES/COSTS AND EXPENSES.** This Grant of Easements shall be construed under and governed by the laws of the State of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in San Miguel County, Colorado. All of the rights and remedies of the Parties under this Grant of Easements, including, without limitation, injunctive relief and specific performance, shall be cumulative and shall be binding upon, and inure to the benefit of, each Party and each of their respective successors, heirs, and assigns. Time is of the essence to the performance of any undertakings required by this Grant of Easements.

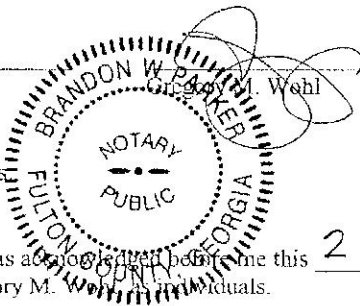
13. **COUNTERPARTS AND FACSIMILE COPIES.** This Grant of Easements may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any Party's signature hereon shall be deemed an original for all purposes of this Grant of Easements.

**EXECUTED** by the undersigned Parties on the dates indicated below.

**WOHL TRACT:**

Brian Dean Wohl  
Brian Dean Wohl

STATE OF Georgia )  
COUNTY OF Fulton )



Gregory M. Wohl  
Gregory M. Wohl

The foregoing Grant of Easements was acknowledged before me this 2 day of December 2013, by Brian Dean Wohl and Gregory M. Wohl, as individuals.

My commission expires: July 4, 2017  
Witness my hand and official seal.

Brandon W. Parker  
Notary Public

Witness my hand and official seal.

Notary Public

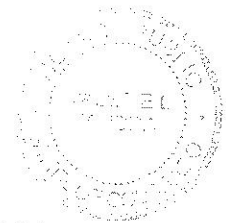
**FRANZESE TRACT:**

Valerie Levy Franzese

STATE OF Colorado )

)SS.

COUNTY OF San Francisco )



MY COMMISSION EXPIRES:  
October 27, 2014

The foregoing Grant of Easements was acknowledged before me this 17 day of April, 2013, by Valerie Levy Franzese, an individual.

My commission expires: 10/27/2014

Witness my hand and official seal.

Notary Public

**CAMINO DEL RIO TRACT:**

By: S. Mark Murray, Manager

STATE OF \_\_\_\_\_ )

)SS.

COUNTY OF \_\_\_\_\_ )

The foregoing Grant of Easements was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by S. Mark Murray, as Manager of the Camino del Rio LLC, a Colorado limited liability company.

My commission expires:

Witness my hand and official seal.

Notary Public

Witness my hand and official seal.

Notary Public

**FRANZESE TRACT:**

\_\_\_\_\_  
Valerie Levy Franzese

STATE OF \_\_\_\_\_ )  
  )SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing Grant of Easements was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Valerie Levy Franzese , an individual.

My commission expires:  
Witness my hand and official seal.

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

**CAMINO DEL RIO TRACT:**

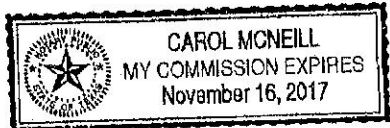
\_\_\_\_\_  
By: S. Mark Murray, Manager

STATE OF TEXAS )  
  )SS.  
COUNTY OF DEXAR )

The foregoing Grant of Easements was acknowledged before me this 2nd day of December, 2013, by S. Mark Murray, as Manager of the Camino del Rio LLC, a Colorado limited liability company.

My commission expires: 11-16-17  
Witness my hand and official seal.

Carol McNeill  
\_\_\_\_\_  
Notary Public



FCV HOA, a Colorado non profit corporation:

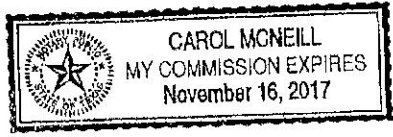
By: [Signature]  
S. Mark Murray, President

STATE OF TEXAS )  
 )SS.  
COUNTY OF BELLAIR )

The foregoing Grant of Easements was acknowledged before me this 2<sup>nd</sup> day of December, 2013, by S. Mark Murray, as President of FCV HOA.

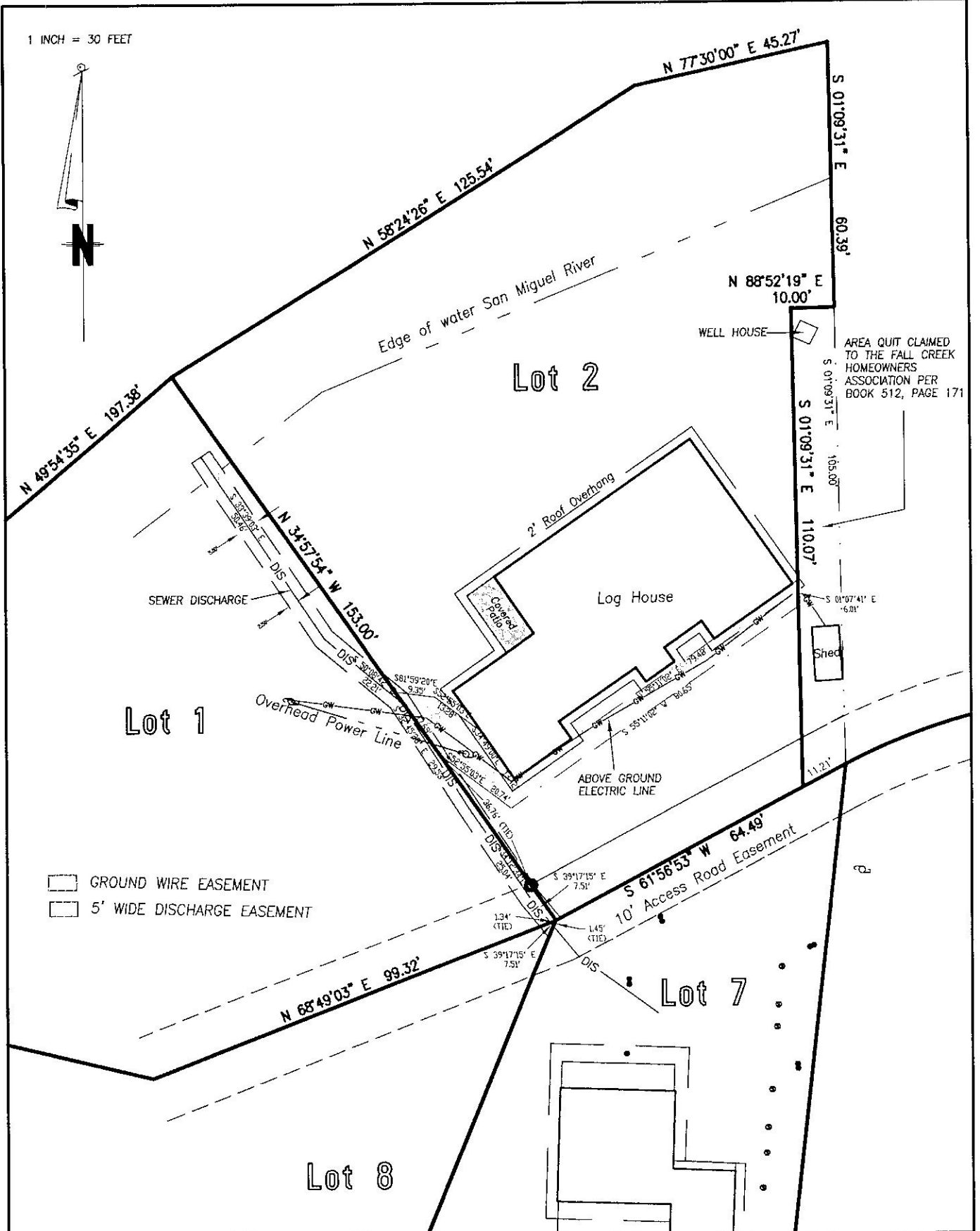
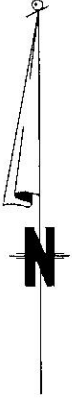
My commission expires: 11-16-17  
Witness my hand and official seal.

[Signature: Carol McNeill]  
Notary Public





1 INCH = 30 FEET



AREA QUIT CLAIMED TO THE FALL CREEK HOMEOWNERS ASSOCIATION PER BOOK 512, PAGE 171

- GROUND WIRE EASEMENT
- 5' WIDE DISCHARGE EASEMENT

Z:\Old WJobs\uk...\_1992\92048\dwg\Lot 2 Exhibit 6-07.dwg, 11/18/2013 8:18:15 AM, marco

No.	Description	Date	By

**FOLEY ASSOCIATES, INC.**  
 ENGINEERING, PLANNING, SURVEYING  
 20 New Ave., Suite 100  
 Fall Creek, WI 53122  
 Phone: (608) 785-2400 Fax: (608) 785-2401  
 www.foleyinc.com

EXHIBIT 'A'

Project No.: 8  
 Drawn by:  
 Checked by:  
 Start date: 6-11-07  
 Day plot: 2013/01/18 Lot 2 Exhibit 6-07  
 Sheet No.:  
 Contact: Project #:

