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ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of the 18th day of January, 2014, by and between BRAD BALCOM and HANNAH WEST, husband and wife, whose address is P.O. Box 1331, Craig, AK 99921, ("Grantor"), and ROBERTA LANDGREN and JAY LANDGREN, wife and husband, whose address is P.O. Box 339, Gateway, CO 81522 ("Grantee").

RECITALS:

A. Grantors are the owners of that certain property (the "Grantor's Property") located in Ketchikan, Alaska as more particularly described as: Lot 21 of the Windansea Subdivision (comprising Tracts C and D of U.S. Survey 2327 and Lot 21, U.S. Survey 2611) according to the plat thereof filed May 8, 1978 as Plat No. 78-15, Ketchikan Recording District, First Judicial District, State of Alaska

B. Grantees are the owners of that certain property (the "Grantee's Property") located in Ketchikan, Alaska as more particularly described as: Lot 20C of the Landgren Replat, according to the plat there of recorded on June 10, 2008 as Plat No. 2008-25, Ketchikan Recording District, First Judicial District, State of Alaska

C. To provide for ingress and egress to and from Grantee's Property, it is necessary to grant and create the easement hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement as if fully set forth herein.

2. Access Easement. Grantor hereby grants to Grantee, and to Grantee's successors and assigns, and to all present and future owners, tenants, guests and invitees of Grantee's Property, a perpetual non-exclusive vehicular and pedestrian ingress and egress easement in, over, upon, across and through that portion of the Grantor's Parcel described as the East fifteen feet (15') of Grantor's Property and labeled as the "Easement Area" on Exhibit A attached hereto and made a part hereof (the "Easement Area"). The easement hereby granted shall constitute a covenant running with the land, intended to burden Grantor's Property and to benefit Grantee's Property.

3. Construction Maintenance and Repair. Grantee shall maintain, repair and replace the driveway within the Easement Area at Grantee's sole discretion and at further cost and expense.

4. Enforcement. In the event that any party defaults under the terms, provisions, or obligations of this Agreement, the non-defaulting party shall have all rights and remedies available at law or in equity for the redress of such default, including, but not limited to: (i) an action for damages; (ii) an action for temporary and/or permanent injunction; (iii) an action for specific performance of the terms, conditions and obligations of this Agreement; or (iv) any combination of the foregoing. In the event any action is brought to enforce the terms, conditions and obligations of this Agreement, the prevailing party in any such action shall be entitled to the recovery of costs and disbursements of such action, as well as reasonable attorney's fees incurred in and about such action, at trial and on all appellate levels.

5. Covenant Running with the Land; Termination and Amendment. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of every portion of the Grantee's Property, their heirs, legal representatives, successors, assigns, tenants, guests, licensees, invitees and mortgagees. Notwithstanding the foregoing, this Agreement may be abrogated, modified, terminated, rescinded or amended in whole or in part by an instrument executed by the then owners of all portions of the Grantor's Property and the Grantee's Property, joined by their respective mortgagees (if any), and the joinder of any tenants, guests, licensees or invitees of any such owner (or anyone else) shall specifically not be required in connection with any of the foregoing.

6. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect. In the event the validity or enforceability of any provision in this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

7. Governing Laws. The laws of the State of Alaska shall govern the interpretation, validity, performance and enforcement of this Agreement.

8. Successors and Assigns. The covenants, conditions and agreements contained in this Agreement will inure to the benefit of and be binding upon the successors and assigns of Grantor and Grantee.



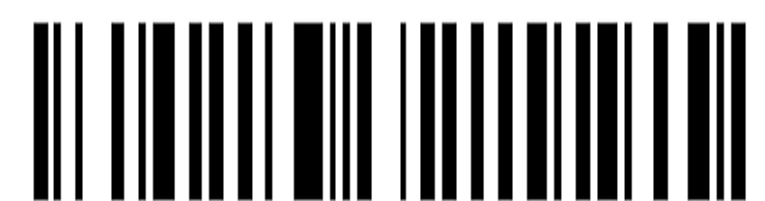
9. No Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

10. Authority to Execute. Grantor warrants and represents to the Grantee that the individuals signing this Agreement on behalf of Grantor has full power and authority to execute and deliver the Agreement and to bind Grantor.

[Signatures Begin On Next Page]

Page 3 of 5

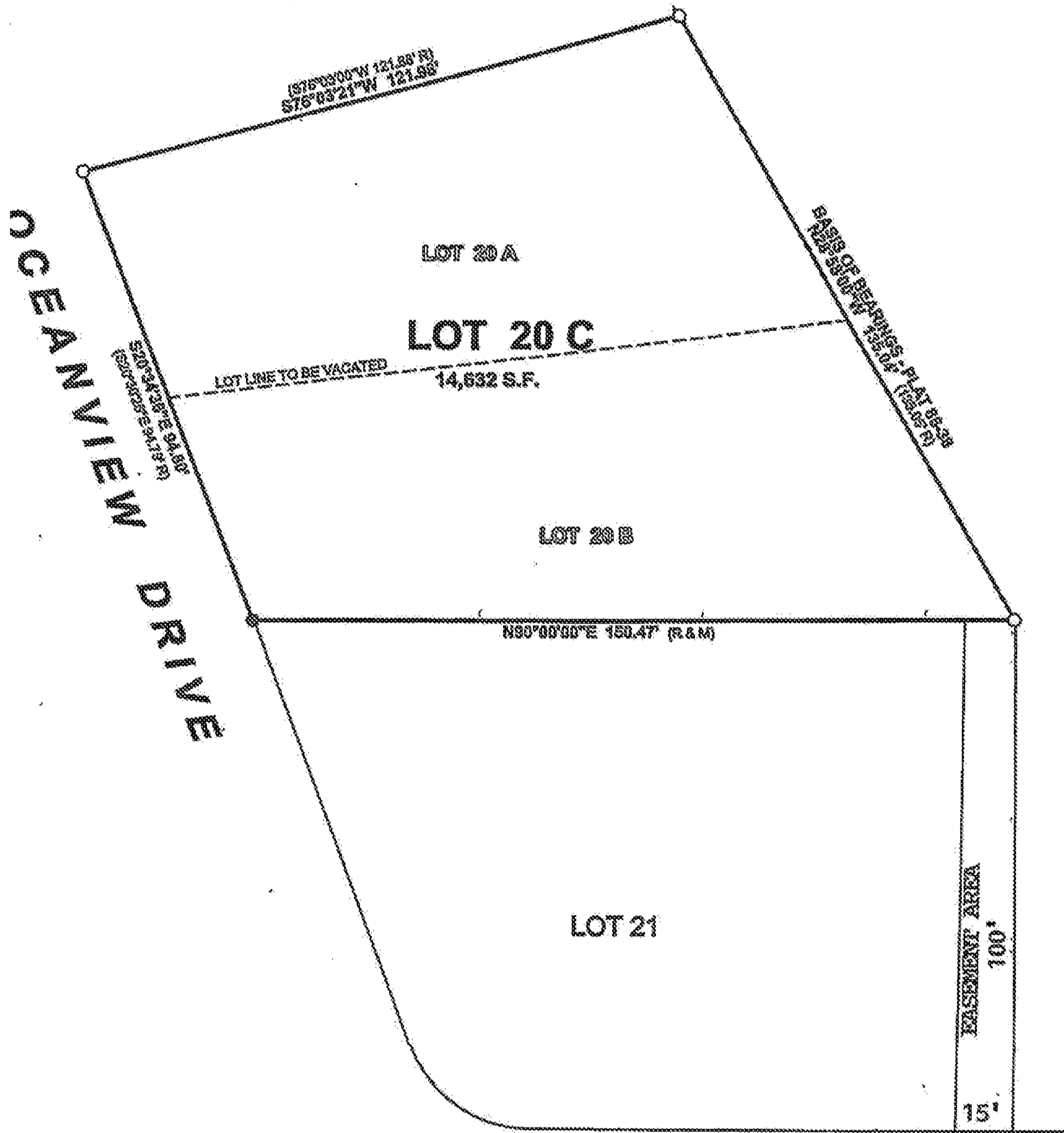
ACCESS EASEMENT AGREEMENT
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3 of 6

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EXHIBIT "A"



SUNNYSIDE DRIVE

