

****THIS DOCUMENT IS BEING RERECORDED
TO INCLUDE "BOUNDARY EXHIBIT"****

**GRANT OF EASEMENT
AND MAINTENANCE AGREEMENT
(Agreement)**

James D. Albert and Bette A. Albert as joint tenants are the owners of the following real property ("Dominant Property"):

Lot 2, Block 1, REPLAT OF A PORTION OF LOT 9, BLOCK 1 IN SIERRA VISTA ESTATES, EL PASO COUNTY, COLORADO, according to the plat thereof recorded in Plat Book Z-2 at Page 98.

The Estate of Ellen M. Enoch, Deborah Enoch Davis, Personal Representative, Deborah Enoch Davis, Barton Lewis Enoch, David McKinley Hale and Ryan Scott Hale as tenants in common are the owners of the following real property ("Servient Property"):

PARCEL A:

Lot 3, Block 1, REPLAT OF A PORTION OF LOT 9, BLOCK 1 IN SIERRA VISTA ESTATES, EL PASO COUNTY, COLORADO, according to the plat thereof recorded in Plat Book Z-2 at Page 98.

PARCEL B:

A portion of the North Half of the Southeast Quarter of the Southeast Quarter of Section 36 in Township 14 South, Range 67 West of the 6th P.M., described as follows: Beginning at a point on the West line of the North Half of the Southeast Quarter of the Southeast Quarter of Section 36 a distance of 241.2 feet North of the Southwest corner thereof, said POINT OF BEGINNING also being the Southeast corner of Lot 5 in Block 7 in COUNT POURTALES ADDITION TO BROADMOOR; thence North on the West Line of the North Half of the Southeast Quarter of the Southeast Quarter of said Section 36 a distance of 300 feet to the Southeast corner of Lot 7 in said Block 7; thence angle right 90° Easterly on the South line of the tract conveyed to Fred B. Trostel and Helen C. Trostel by Warranty Deed recorded in Book 1202 at Page 260 of the records of El Paso County, Colorado, and on the South line of the tract conveyed to Anne C. Trostle by Warranty Deed Recorded in Book 1202 at Page 262 of the records of El Paso County, Colorado, a distance of 600 feet to the Southeast corner of the last mentioned tract; thence angle right 90° and run Southerly in a straight line to a point of intersection of the Northerly line of the tract conveyed to William J. Kim by Warranty Deed recorded in Book 1193 at Page 469 of the records of El Paso

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County, Colorado; thence South 81° 10' West on the Northerly line of said Kim Tract 607.2 feet to the POINT OF BEGINNING.

PARCEL C:

A Non-Exclusive Right of Way for driveway and utilities and utility lines over and along the South 20 feet of Lot 5 in Block 7 in COUNT POURTALES ADDITION TO BROADMOOR, COUNTY OF EL PASO, STATE OF COLORADO, AS SET FORTH IN DEED RECORDED SEPTEMBER 9, 1963 IN BOOK 1397 AT PAGE 217.

NOW THEREFORE, for the mutual covenants contained herein, and for other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the owner of Servient Property hereby grants to the owner of Dominant Property a non-exclusive permanent easement ("Easement") across the easterly twenty (20) feet of Servient Property as depicted on the attached Boundary Exhibit, for the following purposes and under the following terms and conditions:

- 1. The Easement is for the use and enjoyment of the owners of Servient Property, and all portions thereof, and Dominant Property, only, including their respective agents, employees, guests and invitees. The Servient Property may be subdivided and have multiple owners. The Easement shall serve as a means of ingress and egress to and from the Servient Property and every portion thereof, in addition to access to the Dominant Property. Any increase in width of the access road within the Easement on the Servient Property shall be for use exclusively by the owners of the Servient Property, unless approved in writing by all owners of the Servient Property and recorded in the El Paso County Clerk and Recorder records, and shall not be deemed included in the Easement or used or occupied in any manner by the owner of the Dominant Property.**
- 2. The owners of Servient Property and Dominant Property shall have, and are hereby granted, the absolute right to enter upon any portion of the Easement area for the purpose of ingress and egress at any time; and for the installation and maintenance of utilities; and for the upkeep of the Easement area generally.**
- 3. Any improvements within the Easement which benefit only one owner of the Servient Property or Dominant Property shall be paid for by that owner. Any improvements which benefit more than one owner shall be paid for by the benefited owners equally, providing the benefited owners unanimously agree in writing to the improvements.**
- 4. General upkeep of the Easement area shall be pre-approved in writing by all owners of the Servient Property and Dominant Property and paid for by**

all such owners equally. General upkeep shall include, without limitation, snow plowing, pothole filling, repaving or other repair necessitated by normal wear and tear and weathering. Any repair necessitated by abnormal or improper use of the Easement by any owner of Servient Property or Dominant Property (or by any owner's family members, invitees, tenants or tenants' family members or invitees) shall be the sole responsibility of such owner, and shall be completed and paid for promptly at the request of any other owner. Each owner may as a matter of convenience arrange for maintenance work to be done on such owner's property outside the Easement concurrently with maintenance work being performed in the Easement, but an owner who does so shall be solely responsible for the cost of any work done for such owner's benefit outside the Easement.

5. This Agreement, including all terms contained herein, shall run with the land in perpetuity for the mutual benefit of the owners of Servient Property and Dominant Property.
6. This Agreement, including all terms contained herein, shall be binding upon and inure to the benefit of the owners of Servient Property and Dominant Property and their respective legal representatives, successors and assigns.
7. This Agreement may be executed in counterparts which shall constitute one document when combined.
8. Reference in this Agreement to an "owner" of the Dominant Property or Servient Property, or any portion thereof, shall mean collectively all owners of record. As an example, if a lot or parcel is owned by more than one person, those persons are collectively the "owner" of the lot or parcel.
9. Any owner may enforce the terms of this Agreement against any other owner(s) and shall be entitled to all remedies afforded at law or in equity, including, but not limited to specific performance and injunctive relief, providing, however, no owner shall be entitled to recover indirect, consequential, punitive, lost profit or loss of the benefit of the bargain or other damages except for damages arising directly from a breach of the terms of this Agreement by other owner(s). The owner that substantially prevails in any litigation arising from this Agreement shall be entitled to recover its reasonable attorney fees and costs as part of the recourse against the non-prevailing owner.
10. If any parcel of the Dominant Property or Servient Property is owned at any time by two or more persons, which term includes entities, trusts and other forms of ownership, the obligations of such persons under this

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Agreement shall, subject to the provisions of the next sentence, be joint and several. An owner shall not be obligated to contribute to the cost of any repair or maintenance work commenced before such owner acquired record legal title or after such owner parted with record legal title. Any sum owed by an owner under this Agreement shall bear interest at the rate of 12% per year from the date that is 15 days after the sum became due until the date of payment. All sums owed pursuant to this Agreement shall be due within 15 days of receipt of an Invoice or demand for payment.

11. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement to the general public or for any public purpose whatsoever. The owners of the Dominant Property and Servient Property agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the roadway within the Easement, whether by express grant, implication, or prescription. Such measures shall not, however, unreasonably interfere with the Easement rights granted under this Agreement.
12. All notices to any owner shall be delivered in person or sent by U.S. mail, postage prepaid, to the owner at that owner's last known address. If the owner's address is not known to the person desiring to send a notice, that person may use the address to which the owner's property tax bills are sent. Any owner may change its address for notice by providing written notice to the other owners.

Signatures and notarizations are on the following four pages

James D. Albert
James D. Albert

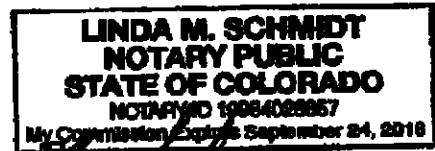
Bette Ann Albert
Bette A. Albert

STATE OF COLORADO)
) ss.
COUNTY OF *El Paso*)

The foregoing instrument was acknowledged before me this *10* day of *June*, 2016 by James D. Albert.

Witness my hand and official seal.

My commission expires: *9/24/18*



Linda M. Schmidt
NOTARY PUBLIC

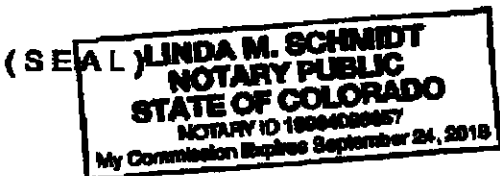
(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF *El Paso*)

The foregoing instrument was acknowledged before me this *10* day of *June*, 2016 by Bette A. Albert.

Witness my hand and official seal.

My commission expires: *9/24/18*



Linda M. Schmidt
NOTARY PUBLIC

(SEAL)

The Estate of Ellen M. Enoch

By *Deborah Enoch Davis*
**Deborah Enoch Davis,
Personal Representative**

Deborah Enoch Davis
Deborah Enoch Davis

Barton Lewis Enoch

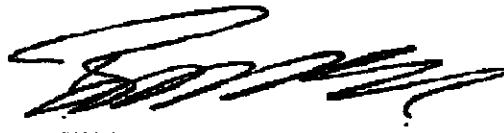
David McKinley Hale

Ryan Scott Hale

The Estate of Ellen M. Enoch

By _____
Deborah Enoch Davis,
Personal Representative

Deborah Enoch Davis



Barton Lewis Enoch



David McKinley Hale

Ryan Scott Hale

The Estate of Ellen M. Enoch

By _____
Deborah Enoch Davis,
Personal Representative

Deborah Enoch Davis

Barton Lewis Enoch

David McKinley Hale

Ryan Scott Hale

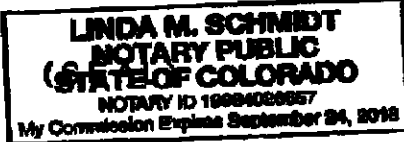
Ryan Scott Hale

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 9 day of June, 2016 by Deborah Enoch Davis as Personal Representative of the Estate of Ellen M. Enoch.

Witness my hand and official seal.

My commission expires: 9/24/18



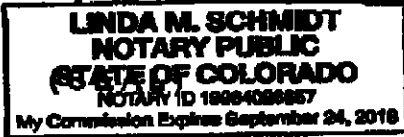
Linda M. Schmidt
NOTARY PUBLIC

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 9 day of June, 2016, by Deborah Enoch Davis.

Witness my hand and official seal.

My commission expires: 9/24/18



Linda M. Schmidt
NOTARY PUBLIC

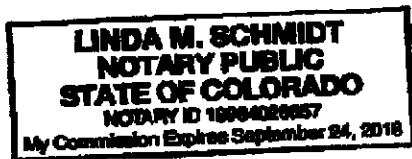
STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 10 day of June, 2016, by Barton Lewis Enoch.

Witness my hand and official seal.

My commission expires: 9/24/18

(SEAL)



Linda M. Schmidt
NOTARY PUBLIC

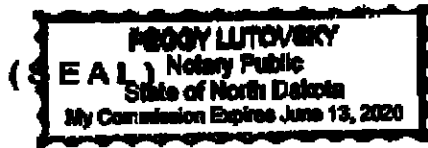
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STATE OF NORTH DAKOTA)
COUNTY OF Grand Forks) ss.

The foregoing instrument was acknowledged before me this 9th day of June, 2016, by David McKinley Hale.

Witness my hand and official seal.

My commission expires: June 13, 2020



Peggy Lutoversky
NOTARY PUBLIC

STATE OF NORTH DAKOTA)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Ryan Scott Hale.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

NOTARY PUBLIC

STATE OF NORTH DAKOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David McKinley Hale.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

NOTARY PUBLIC

STATE OF NORTH DAKOTA)
)
COUNTY OF Cass) ss.

The foregoing instrument was acknowledged before me this 9 day of June, 2016, by Ryan Scott Hale.

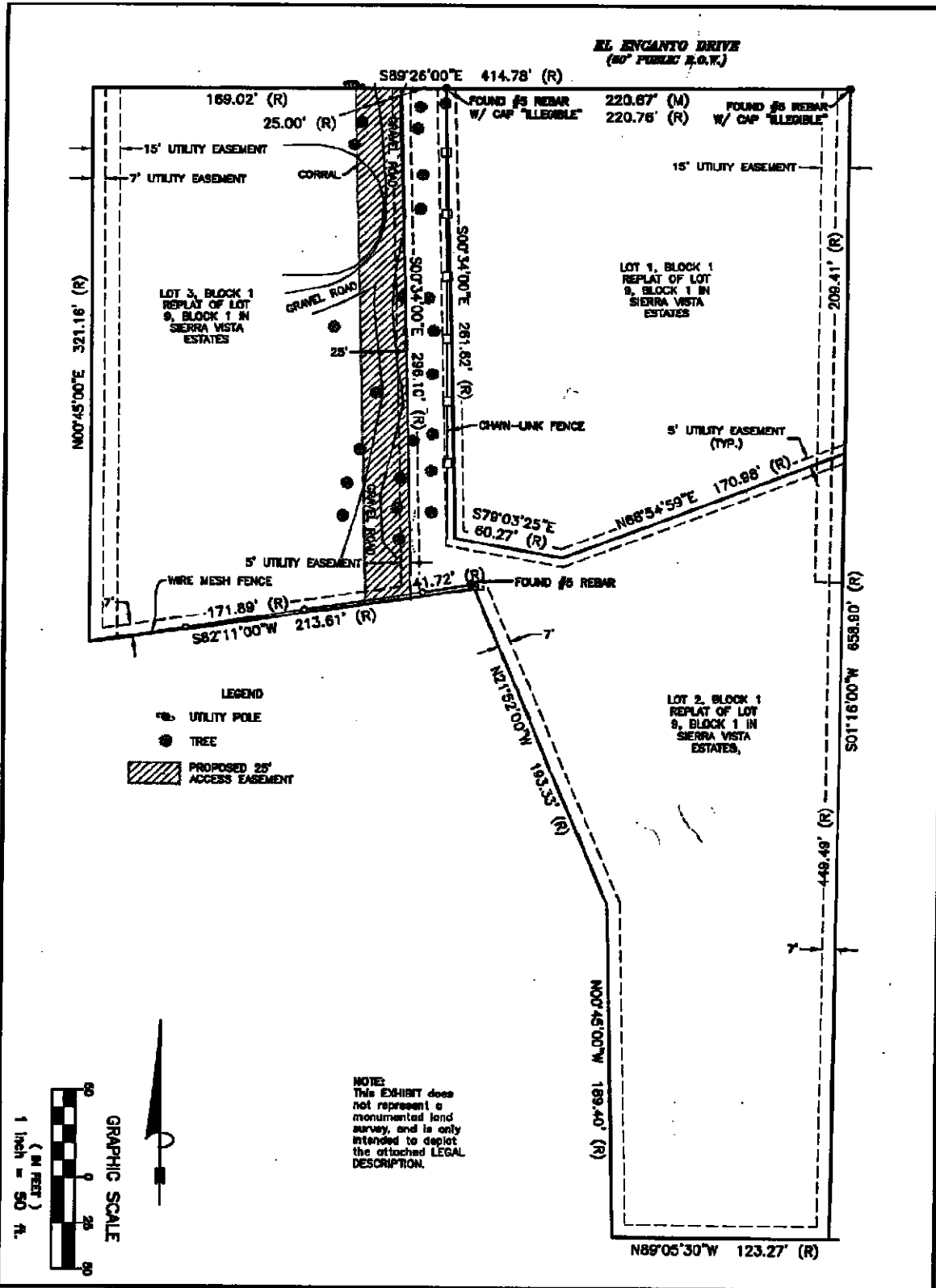
Witness my hand and official seal.

My commission expires: 06/19/2019

(SEAL)

[Signature]
NOTARY PUBLIC





BOUNDARY EXHIBIT		
Replat of Lot 9, Block 1 in Sierra Vista Estates Colorado Springs, El Paso County, Colorado		
Project No. 15762	Drawn By: ZAR	Date: 08/25/2015
	Checked By: WRC	Sheet 1 of 1

Clark
Surveying X ALTA X Mapping

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Figure 12 - Reception # 216067228