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Packard and Dierking, LLC
2595 Canyon Blvd. #200
Boulder, CO 80302

ROBERT C. "BOB" BALINK El Paso County, CO
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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered this 29 day of September, 2006 by and between RichFamFive, LLLP, a Colorado limited liability limited partnership ("Parcel 2 Owner"), whose address is 1825 Lawrence Street #112, Denver, CO 80202-1817, and RK Family Investments, LLC, a Colorado limited liability company ("Parcel 1 Owner"), whose address is 4560 W. 33rd Avenue, Denver, CO 80212-1802.

RECITALS

- A. Parcel 1 Owner owns the following property located in the County of El Paso, State of Colorado (hereinafter referred to as "Parcel 1"):

That Parcel of property described in that Special Warranty Deed recorded on September 10, 2001 at Reception No. 201132016 of the records in the Office of the Clerk & Recorder of said El Paso County.

- B. Parcel 2 Owner owns the following property located in the County of El Paso, State of Colorado (hereinafter referred to "Parcel 2"):

That Parcel of property described in that Warranty Deed recorded on January 7, 2002, at Reception No. 202003365 of the records in the office of the Clerk & Recorder of said El Paso County.

- C. Parcel 1 Owner and Parcel 2 Owner acknowledge that an unimproved driveway (the "Driveway"), which benefits Parcel 1 Owner, has been used and currently exists on a portion of Parcel 2.

- D. Parcel 1 Owner and Parcel 2 Owner are desirous of documenting the existence of the Driveway, for the use of which Parcel 2 Owner is willing to grant an easement to Parcel 1 Owner upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

The above Recitals are incorporated herein by reference.

A. DRIVEWAY EASEMENT

1. Parcel 2 Owner does hereby grant unto Parcel 1 Owner, its successors, assigns, and occupants, and their successors and assigns, a 30-foot wide non-exclusive easement over and across only that portion of Parcel 2 on which the Driveway currently exists, being 15 feet on each side of the centerline of the currently existing Driveway (or a comparable driveway and relocated easement as provided for herein, or as may be

otherwise agreed to by Parcel 2 Owner, which agreement shall not be unreasonably withheld, including relocation by Parcel 1 Owner to the west in order to connect to a proposed road to be and once constructed on the property to the north of Parcel 2, once that proposed driveway is constructed up to the north property line of Parcel 2 (hereafter the "Driveway"). The width of the easement may be increased to such width (but in no event to exceed 80 feet) as is required by El Paso County or other applicable governmental entity for development and use of the Parcel 1 property, in such case divided equally to each side of the centerline of the currently existing Driveway. The Driveway easement is and shall be for the sole purpose of vehicular, pedestrian, and bicycle access to and from Parcel 1 over and across any and all portions of the Driveway easement for access to and from Marksheffel Boulevard.

2. Intentionally omitted. 3.
3. Parcel 1 Owner, and its successors and assigns, does hereby undertake and agree to defend, indemnify and hold Parcel 2 Owner harmless for any and all costs, damages, damages to Parcel 2 and the improvements thereon, restoration costs, repair costs, losses, liabilities and claims for and/or arising from accidents, repairs, and other occurrences arising out of the use of the easement and/or the use of the Driveway by Parcel 1 Owner, its successors, assigns, invitees, employees, agents, representatives, and those using the easement or Driveway by, through or under Parcel 1 Owner.
4. This Agreement shall be revocable by Parcel 2 Owner upon Parcel 1 Owner's material breach of this Easement, which breach is not cured within thirty (30) days after written notice is sent by Parcel 2 Owner to Parcel 1 Owner, except that such thirty (30) day cure period shall be extended for a reasonable period of time (not exceeding an additional sixty (60) days) if the breach is not reasonably capable of cure within said thirty (30) day period and Parcel 1 Owner promptly commences and diligently and in good faith proceeds to cure such breach. Parcel 2 Owner agrees to also contemporaneously send a copy of any such written notice to the holder of one deed of trust or mortgage encumbering Parcel 1, at the name and address described in a written notice of such encumbrance actually received by Parcel 2 Owner. In the event that Parcel 2 Owner has received more than one such encumbrance notice, Parcel 2 Owner shall be required to send such copy to only the lender whose written notice was most recently received by Parcel 2 Owner (that has not provided written notice actually received by Parcel 2 Owner that such mortgage or deed of trust has been released and such lender has no further interest in Parcel 1).
5. So long as such does not obstruct or unreasonably interfere with Parcel 1 Owner's use of the Easement area, or its exercise of its rights under this Agreement, Parcel 2 Owner, and those by, through or under it, shall have full use and enjoyment of the Easement area for all other uses, subject to Parcel 1 Owner's rights hereunder.
6. In the event Parcel 1 Owner performs any work and/or installs any driveway improvements pursuant to this Agreement, all work performed or permitted hereunder shall be effected in a good and workmanlike manner in accordance

with all applicable laws, ordinances, codes and regulations. Parcel 1 Owner, in constructing any improvements on the Easement parcel, shall indemnify and defend Parcel 2 Owner of and from any and all liability, claims, demands, and actions and causes of action whatsoever, including without limitation, reasonable attorneys' fees and expenses reasonably incurred, that may be sustained by Parcel 2 Owner in connection with, arising out of, or by reason of any liens that may result from any such work or materials that may have been ordered or requested by Parcel 1 Owner pursuant to its rights under this Agreement or that may result from Parcel 1 Owner's construction of any driveway improvements pursuant to this Agreement. Additionally, Parcel 1 Owner agrees to remove and pay for all such liens and performance obligations pursuant to this indemnification within twenty (20) days from notice thereof.

7. Parcel 1 Owner acknowledges and confirms that Parcel 1 Owner's use of the Easement and the Driveway is and has at all times been by permission and consent of Parcel 2 Owner, which use has not been, and will not be deemed to be, adverse or hostile to the owners of Parcel 2. Parcel 1 Owner waives any claim of right, ownership, or adverse possession to any portion of Parcel 2.

B. MAINTENANCE

1. At all times during the term of this Agreement, Parcel 1 Owner shall, at its sole cost and expense, maintain and repair the Driveway improvements in the Easement in good order and condition. All repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. In the event Parcel 1 Owner fails to perform such maintenance and repair pursuant to this paragraph, Parcel 2 Owner shall have the right, but not the obligation, to maintain and repair the same after thirty (30) days (or such shorter period as is reasonable considering the type of maintenance or repair) prior written notice is given to Parcel 1 Owner and Parcel 1 Owner fails to make such repair within such 30-day period. All reasonable costs and expenses associated with such maintenance or repair of the Driveway improvements in the Easement by Parcel 2 Owner shall be reimbursed by Parcel 1 Owner to Parcel 2 Owner within thirty (30) days after receipt of a bill therefor.
2. Notwithstanding anything herein to the contrary, Parcel 1 Owner shall have no right to substantially or materially improve the Driveway, nor pave or hard surface the Driveway, without Parcel 2 Owner's prior written consent, which shall not be unreasonably withheld, but may be withheld if such improvements might conflict with any anticipated improvements to Parcel 2 by Parcel 2 Owner.

C. RELOCATION

Parcel 2 Owner shall have the right, in conjunction with any future development or use of its Parcel and/or as required by the County of El Paso, to relocate any Driveway and Driveway improvements within Parcel 2, provided that the new location for the Driveway

continues to provide reasonable ingress and egress across Parcel 2 to Parcel 1 from Marksheffel Boulevard. Parcel 1 Owner will be responsible at its sole cost for the construction of the new Driveway to the same condition as then exists on the existing location of the Driveway, except that any upgrades or enhancements above the then existing condition specifically requested by Parcel 2 Owner in writing in conjunction with such relocation shall be at the cost and expense of the Parcel 2 Owner. Any such relocation shall be accomplished so as to not unreasonably and materially interfere with ingress and egress to Parcel 1. The cost of any such relocation by Parcel 2 Owner shall be borne by Parcel 1 Owner, except as provided above. Once commenced, all such relocation will be completed diligently and without unreasonable delay. The parties hereto agree to execute and record such documents as are reasonably required to document and effectuate relocating the improvements, redefining the Easement area, and releasing the prior Easement area, in conjunction with any relocation under this Section C or any other provision of this Agreement.

D. ENFORCEMENT

1. This Agreement may be enforced by any owner of Parcel 1 or Parcel 2, such parties being herein referred to as an "Owner." Reference herein to the parties shall mean the Owners of the respective Parcels at the relevant time. Each Owner, by acquiring an interest in the respective Parcel shall automatically become vested with the rights provided under this Agreement and shall be burdened by the obligations contained herein. Each Owner shall have the right to bring an action against another Owner who violates this Agreement to enforce such violation, to cause any such violation to be remedied, for injunctive relief, and/or to recover damages caused by such violation.
2. The provisions of this Agreement shall in no way prohibit Parcel 1 Owner or Parcel 2 Owner from bringing an action against one another for any damages sustained as a result of any improper use of the easement granted herein or bringing an action for injunctive relief, or such other legal or equitable relief which may be appropriate.
3. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity against an Owner shall be applicable against every such violation that may be enforced by each and every Owner.
4. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damages, declaratory relief, injunctive relief, or any other action, the prevailing party or parties in such action shall recover from the non-prevailing party or parties all of its costs incurred in such action and interest thereon at the rate of ten percent (10%) per annum after the date of entry of judgment. For the purposes of this Section D.4., the prevailing party shall be determined based on a consideration of which party is the most successful in the dispute/proceeding, taken as a whole. Costs for

purposes of this section shall include court costs and reasonable attorney's fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

5. The failure of any Owner or Owners to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

E. TERMINATION

This Easement shall automatically terminate at such time as alternate access to Parcel 1 is provided for by platted roads or access easements across Parcel 2 included on any approved and recorded plat of Parcel 2, and road improvements comparable or better to the Driveway have been constructed within and across such platted access.

F. MISCELLANEOUS

1. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address as may be specified by written notice:

If to Parcel 1 Owner: RK Family Investments, LLC
4560 W. 33rd Avenue
Denver, CO 80212-1802
Attention: Greg Rowley

If to Parcel 2 Owner: RichFamFive, LLLP
1825 Lawrence Street #112
Denver, CO 80202-1817

Any notice so mailed shall be deemed given on the date of mailing. Any party may change the place for delivery of such documents by written notice delivered in the manner aforesaid, but such notice of change of address shall be effective only on receipt.

2. Each of the parties hereto shall, without charge, deliver to the other within fifteen (15) days, after written request therefor by the other or such parties' lender, tenant, or prospective purchaser, a written instrument duly executed and acknowledged, certifying (a) whether or not the others have observed and performed all of the terms and conditions required to be performed and observed under this Agreement, and if not, specifying the same; and (b) the amounts, if any, which the certifying party has expended pursuant to the terms of this Agreement, for which a claim for reimbursement will or may be made to the other party.

3. Whenever the singular is used in this Agreement and when required by context, the same shall include the plural and vice versa and masculine genders shall include the feminine and neuter genders and vice versa.
4. This Agreement shall be governed by the laws of the State of Colorado.
5. This Agreement, and any provision hereof or any easement granted herein, may not be amended or terminated except by the unanimous consent of the Owners and each mortgagee or deed of trust beneficiary encumbering the respective Parcels. No amendment, modification or termination shall be effective until a written instrument setting forth the terms of such amendment or modification or termination has been duly executed, acknowledged and recorded in the office of the Clerk and Recorder of El Paso County, Colorado.
6. The easement granted herein, this Agreement and rights and obligations granted and imposed herein and the provisions hereof shall be construed as covenants running with the land and shall be a benefit and a burden to Parcel 1 and Parcel 2, shall be appurtenant thereto, and shall be binding upon all present and future Owners. Non-use or limited use of the Easement herein granted shall not prevent the Parcel 1 Owner from thereafter making use of such Easement to the full extent authorized herein.
7. This Agreement shall inure to the benefit of and be binding upon each Owner and the subsequent Owners of the respective Parcels, and their respective heirs, personal representatives, successors and assigns.
8. The Owners agree to cooperate in taking such reasonable actions from time to time as are necessary to prevent a dedication of any Driveway improvements to public use, including periodic restriction of access to the public (not to exceed twenty-four (24) hours at any time).
9. In the event any Owner sells or transfers all or any portion of its property, such Owner shall be and is hereby entirely freed and relieved of any and all liability or obligations under this Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer.
10. This Agreement constitutes the whole agreement between Parcel 1 Owner and Parcel 2 Owner with respect to the subject matter of this Agreement, and no additional or different oral representation, promise or agreement shall be binding upon the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

PARCEL 1 OWNER:

RK Family Investments, LLC

By: [Signature]

Name: Gregory G. Rowley

Title: MEMBER, MANAGER

GER

PARCEL 2 OWNER:

RichFamFive, LLLP

By: [Signature]

Name: John G. Richardson

Title: General Partner

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

The foregoing instrument was acknowledged before me this 29 day of September, 2006, by Greg Rowley, the manager of RK Family Investments, LLC.

[Signature]
Notary Public
My commission expires: 11-21-09

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of September, 2006, by John G. Richardson, the General Partner of RichFamFive, LLLP.

[Signature]
Notary Public
My commission expires: 1/29/2009

