



Project: Silverado Ranch Filing No. 1 SF-18-011

**NON-EXCLUSIVE PERMANENT EASEMENT
PE-1**

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("AGREEMENT") is made this 16 day of November, 2018. KNOW ALL MEN BY THESE PRESENTS, that **SILVERADO RANCH, INC.**, whose mailing address is 18911 CHERRY SPRINGS RANCH DRIVE, MONUMENT, CO 80132, (hereinafter "Grantor(s)"), for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), (have/has) given and granted and by these presents (do/does) hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises situate in the County of El Paso, State of Colorado:

See attached Exhibit A, Land Description & Sketch

This non-exclusive permanent easement is for the following purposes, which include, but are not limited to: construction, drainage, sediment and debris control, slope, maintenance, repair, replacement, operation, ingress and egress.

Grantor(s) shall not construct improvements in the easement area that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the drainage facility shall be planted or allowed to grow in this area and may be removed by the Grantee. Any existing fencing, including flood-damaged fencing, which is moved or disturbed as part of the above-referenced construction will be restored, replaced, or rebuilt with new fencing by Grantee. All new fencing shall be of like kind (generally described as three-rail white vinyl), location, design, configuration, height, color, and quantity, and of quality equal to or higher than the existing fencing as of the date of this agreement unless otherwise agreed to by Grantee and Grantor in writing.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantor(s), or anyone claiming by, through, or under the Grantor, perform any act or thing which is or may be detrimental to, or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantor(s) hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) (have/has) executed this Non-Exclusive Permanent Easement this 16th day of November, 2018.

NON-EXCLUSIVE PERMANENT EASEMENT
PE-1

GRANTOR(S):

SILVERADO RANCH, INC.

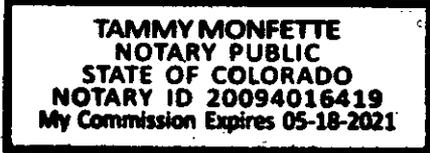
By: [Signature]
Stan Searle, President

By: _____

State of COLORADO)
County of EL PASO) ss

The foregoing instrument was acknowledged before me this 13th day of NOVEMBER 2018,
by Stan Searle as President of SILVERADO RANCH, INC.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 5/18/21

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By: _____
County Clerk and Recorder

By: [Signature], President

State of _____)
County of _____) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, President of the Board of County Commissioners of El Paso County, Colorado, and as attested to by _____, County Clerk and Recorder.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

