



E242

PRIVATE ACCESS EASEMENT AND MAINTENANCE DECLARATION

This Private Access Easement and Maintenance Declaration (“Declaration”) is entered into and made effective this 27 day of June, 2025, by HABAKKUK LIMITED LIABILITY COMPANY, a Colorado limited liability company (hereinafter “Declarant”).

RECITALS

1. The Declarant is the owner of certain real property located in El Paso County, Colorado, legally described in Exhibit A, attached hereto and incorporated by reference (“Burdened Parcel”).
2. Declarant is subdividing a portion of the Burdened Parcel creating a separate parcel pursuant to a certain Hopper Road FAA Subdivision Exemption Plat to be recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado (“Exemption Plat”), more particularly described on Exhibit B, attached hereto and incorporated by reference (“Benefited Parcel”).
3. Declarant wishes to provide an access easement for ingress/egress across the Burdened Property for the benefit of the Benefited Property as legally described in Exhibit B and to otherwise provide for the maintenance thereof as described herein.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby make the following grant, agreement, covenants, and restrictions:

A. Establishment of Easement: The Declarant hereby establishes a nonexclusive permanent easement for ingress and egress to and use of that portion of the Declarant’s Burdened Parcel described as “30’ Access Easement” as identified on the Exemption Plat (“Access Easement”). The Access Easement is for the use and benefit of the Declarant and its tenants, invitees, successors and assigns of the Benefited Parcel.

B. Private Access Easement Acknowledgment. The Declarant, its successors and assign acknowledge and agree that El Paso County shall have no obligation or authority to maintain the Access Easement.

C. Access Easement Maintenance. Declarant, its successors and assigns, shall be responsible to maintain the Access Easement a good state of repair. Declarant may assign this maintenance obligation to any future owner of either the Burdened Parcel or the Benefited Parcel.

D. Covenants Running with the Land. The benefits and burdens of this Declaration shall run with the land and shall be binding upon and inure to the benefit of

all of the Declarant and its successors and assigns. This Declaration may not be revoked without the approval of El Paso County and the written unanimous consent of the owners of the Burdened Parcel and Benefited Parcel. This Declaration shall be recorded in the land records of the El Paso County Clerk and Recorder's Office and shall be a covenant running with the land of the Declarant as those lands are described herein above, and shall be enforceable by the Declarant and the Declarant's successors and assigns. Any person or other entities who hereby acquire title to the Declarant Burdened Parcel or Benefited Parcel hereinabove described, whether by purchase or otherwise, shall be subject to the provisions of this Declaration to the same extent as if such parties had been signatory to this Declaration.

E. Governing Law/Venue/Attorney Fees. This Declaration shall be interpreted and enforced under the laws of Colorado. Exclusive venue for any legal proceeding shall be in the District Court in El Paso County, Colorado. If a dispute arises out of this Declaration, attorney fees, costs and expenses shall be the responsibility of each of the individual parties on their own, regardless of the party prevailing.

F. Severability. A determination that any provision of this Declaration is invalid shall not affect the validity of any other provision.

G. Amendment. Any amendment, termination, deletion, addition to, or modification of this Declaration must be agreed to in writing and acknowledged by all owners of the Burdened Parcel and the Benefited Parcel. Additionally, any amendment, termination, deletion, addition to, or modification of this Agreement must be recorded in the real property records of El Paso County, Colorado.

H. Entire Agreement. This Declaration contains the entire agreement of the Declarant as to the subject matter of this Declaration.

[SIGNATURE AND NOTARY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first above written.

DECLARANT:

HABAKKUK LIMITED LIABILITY COMPANY

By William V. Burton M.D. Manager
William V. Burton, M.D., Manager

By: Jenny E. Burton, Manager
Jenny E. Burton, Manager

STATE OF COLORADO)
 Denver) SS.
COUNTY OF ~~EL PASO~~)

The foregoing instrument was subscribed before me this 27 day of June, 2025 by William V. Burton, M.D. and Jenny E. Burton as Managers of HABAKKUK LIMITED LIABILITY COMPANY.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 05/31/2029



EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PARCEL

NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SECTION 23, TOWNSHIP 11, RANGE
64 WEST OF THE 6TH PM, EL PASO COUNTY, COLORADO

EXHIBIT B

BENEFITED PARCEL

Lot 1, Hopper Road FAA Subdivision Exemption Plat, El Paso County, Colorado