

A - Primary Residence (Height 14')

B - Garage (Height 14′)

C - Storage Shed (Height 10')

E - Large Barn /Storage & Garage (18')

D - Small Barn/Garage (Height 14')

F - 2nd Residence (Height 12')

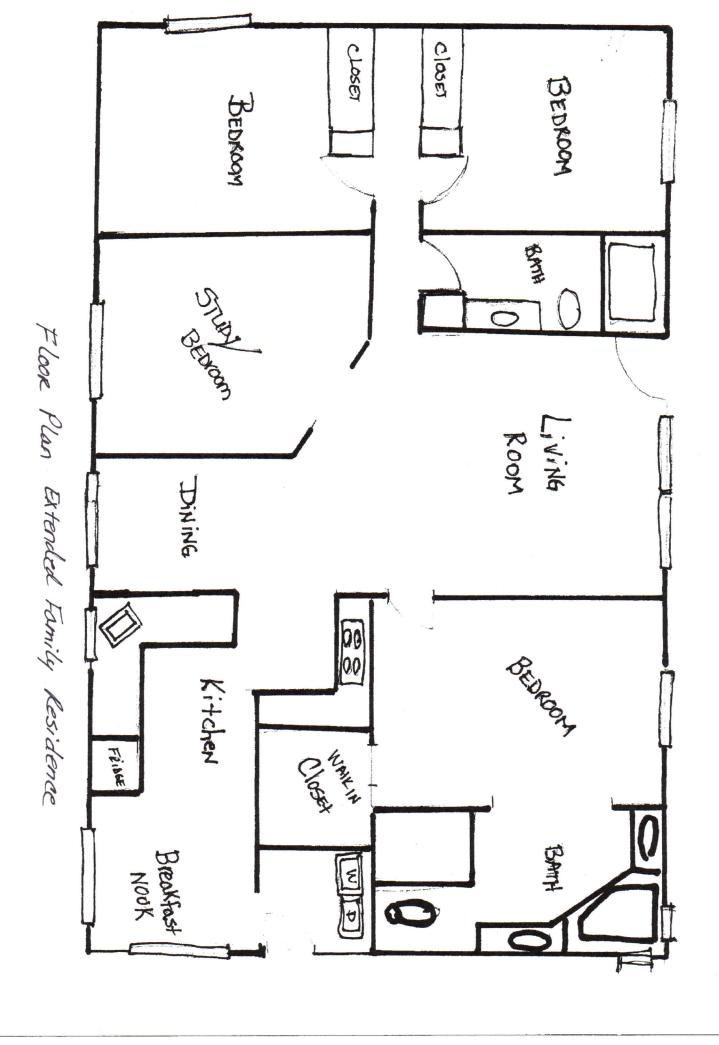
A - Septic A (1000 gallon)

**B** - Septic B (1250 gallon –1996)

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### **COLORADO**

### PLANNING and COMMUNITY DEVELOPMENT DEPARTMENT

Issue Date: 2/8/2018

Permit Number: 27383

#### DRIVEWAY ACCESS PERMIT/WAIVER

The undersigned applicant agrees to perform all work in accordance with the El Paso County Subdivision Criteria Manual, El Paso Land Development Code, recorded plat (if applicable), requirements specified below, and any permit attachments. Should the preceeding conditions not be satisfied, this permit shall be considered NULL and VOID.

APPLICANT: TERLADAMS-FJELLMAN

Company: HOMEOWNER

Telephone: (719) 229-7759 Address: 5915 LA COSTA RD

City: COLORADO SPG

State: CO

ZIP: 80927-9610

Project Location: (Street Address, Lot Number, Tax Schedule #)

TYPE OF DRIVEWAY ACCESS

5915 LA COSTA RD

Single Family Dwelling

Comments: DRIVEWAY ACCESS PERMIT FOR BOTH 5915 & 5965 LA COSTA RD; ACCESS LOCATION TO REMAIN ON SHARED EASEMENT BETWEEN PROPERTIES & UTILIZED BY BOTH PARTIES, FEES WAIVED.

#### Remarks:

The existing access meets current requirements. Single access, maximum width 24 feet. Maximum 4%grade fo rthe first 20' from edge of public roadway.

#### REQUIREMENTS:

- 1. STATE LAW REQUIRES that utilities be located prior to construction. At least two days advance notice must be given. Phone 1-800-922-1987
- 2. All work sites must be signed and protected in accordance with the current issue of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES and any permit attachments.
- 3. Should it become necessary for El Paso County to sign, light and barricade hazardous areas or restore the Right-of-Way to its original condition, all costs of said work shall be borne by the applicant.
- 4. All backfill shall be compacted to 90% of AASHTO T-180 unless otherwise specified.
- ALL ACCESSES ARE SUBJECT TO RECONSIDERATION UPON LAND USE OR TRAFFIC CHANGES. All permits issued are for a SINGLE ACCESS point to a specific roadway.
- 6. Road closure will not be permitted.
- 7. This permit is not good for access to planned arterial roadways.
- 8. Permit is VOID if construction is not completed within 90 days.
- Applicant should contact local Fire Protection District for any additional requirements.
- 10. Monuments within the ROW are not included with this permit; an EPC DOT Encroachment Permit

Fee:

\$0.00

Surcharge:

\$0.00 \$0.00

SIGNATURES APPLICANT: Emailed to Homeowne ISSUED BY: J. ESPINOZA 2/9/18

2880 International Circle Calarada Sprinus, Calarada 80910 muscosaeanternouve si Babili

Total Charge:

Phone (719) 520-6300 FAN (719) 520-6695

This easement is okay, however it may be helpful for future landowners if this easement was recorded against both properties with the office of the Clerk and Recorder.

# EASEMENT: DRIVEWAY/SHARED ROAD AGREEMENT BETWEEN ADJOINING OWNERS

THIS AGREEMENT is made on Foliation 16, 2018, by and between
Gary and Susan Crumb , whose address is 5965 La Costa Road; Colorado
Springs, CO 80927, and The Adams Family Trust and members of said Trust (Larry
Adams, Sue Adams Parker and Theresa Adams-Fjellman), whose address is 5915
La Costa Road; Colorado Springs, CO 80927
WHEREAS, <u>Gary and Susan Crumb</u> is the owner of real property located in El Paso County, Colorado, described as follows:
LEGAL: Lot 8 BLK 2 Toy Ranches Estates No 2
WHEREAS, <u>Adams Family Trust</u> is the owner of real property located in El Paso County, Colorado, described as follows:

LEGAL: Lot 9 BLK 2 Toy Ranches Estates No 2

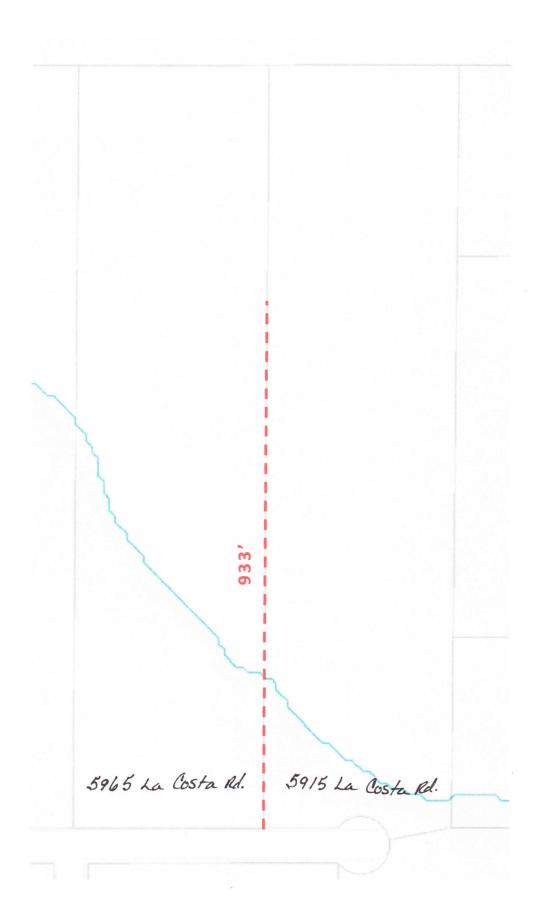
WHEREAS, <u>Gary and Susan Crumb</u> and <u>The Adams Family Trust</u> share usage of a common driveway between their properties which has been in continual use since 1967. Both property owners will share in the maintenance and upkeep associated with the shared road which will be in effect on the owners of the properties and their successors in interest.

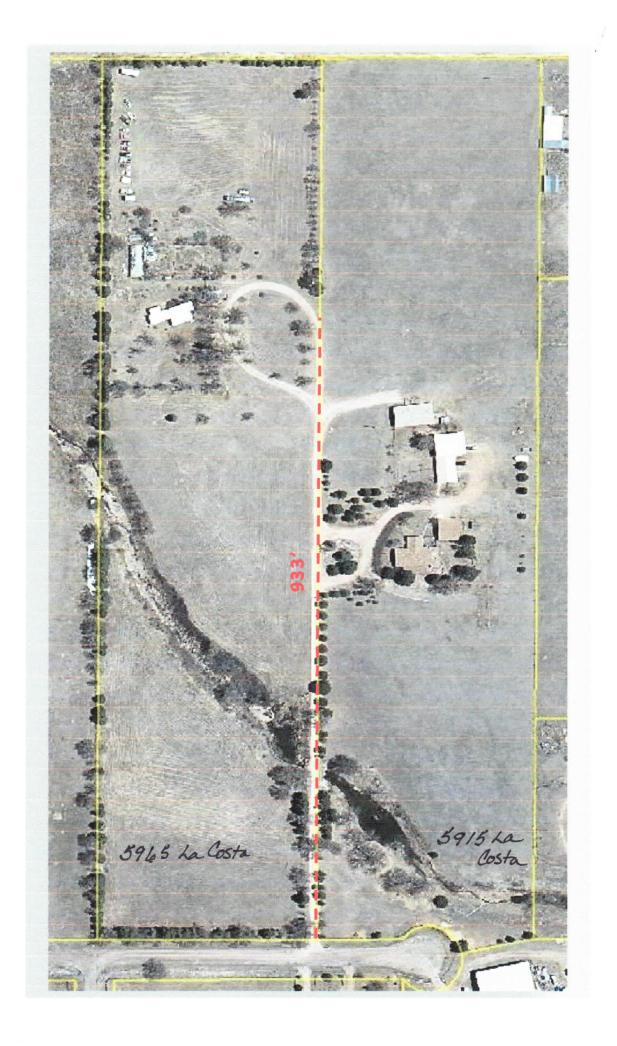
NOW, THEREFORE, <u>Gary and Susan Crumb and The Adams</u> Family Trust (the "parties") agree as follows:

- 1. <u>Definition</u>. Driveway/Shared Road as depicted on attached photo/map.
- 2. <u>Maintenance and Repair</u>. Any damage occurring to shared road/driveway shall be promptly repaired, and the cost shall be borne in equal shares by the owners of the properties that share and use the common road/driveway; except that damage to shared road/driveway that is occasioned by the act or the negligence of one owner or his or her agent, invitee, or guest.
- 3. Real Property Taxes. The owners of each property shall take such steps as are necessary to have his or her property and the improvements thereon assessed and taxed separately and in the name of its own.
- 4. <u>Insurance</u>. The owners of each property shall maintain at all times insurance coverage in sufficient amount to insure against liability for bodily injury and property damage arising from the use of shared road/driveway.

- 5. <u>Indemnification</u>. Except as otherwise provided for herein, each party agrees to indemnify and hold the other party harmless from and against any and all liability for injury and damage to the other's real or personal property, or to any person or persons, in the event such injury or damage shall result from, arise out of, or be attributable to any action pursuant to this Agreement.
- 6. Term of this Agreement. This Agreement shall continue in effect from the date of recordation for as long as any shared road/driveway, as an easement and covenant running with the land; provided, however, that nothing herein shall be construed as a conveyance by either party of its respective rights in or title to the property on which the road is located. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, personal representatives, and assigns of the parties hereto.
- 7. <u>Severability</u>. In the event any portion of this Agreement is found to be unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
- 12. <u>Governing Law</u>. The laws of the State of Colorado shall control the interpretation of this Agreement. Any litigation brought to enforce the provisions of this Agreement or to foreclose the lien granted herein shall be brought in a court of competent jurisdiction in El Paso County, Colorado, and the prevailing party in such litigation shall recover from the other party reasonable attorney fees and costs incurred by the prevailing party in such action.

WHEREOF, the parties hereto have signed their names as of the date first above set forth.





## Markup Summary

#### dsdkendall (2)



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Checkmark: Unchecked Author: dsdkendall

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Checkmark: Unchecked Author: dsdkendall Date: 3/26/2018 3:50:41 PM

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This easement is okay, however it may be helpful for future landowners if this easement was recorded against both properties with the office of

the Clerk and Recorder.