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El Paso County, CO



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### **PARKING EASEMENT AGREEMENT**

THIS PARKING EASEMENT AGREEMENT dated this 01 day of August, 2019 ("Agreement") is by and between Hammers Investments, LLC a Colorado limited liability company, 1411 Woolsey Heights, Colorado Springs, CO 80915 ("HI") and Father & Sons Whiskey Purveyors, LLC, a Colorado limited liability company, 16730 E. 2<sup>nd</sup> Avenue, Aurora, CO 80111 ("FSWP").

WHEREAS, HI owns Lot 12, Filing 1B, Claremont Business Park in El Paso County, Colorado, Parcel No. 54081-02-013 ("HI Parcel"); and

WHEREAS, FSWP owns Lot 9, Filing 2, Claremont Business Park in El Paso County, Colorado, Parcel No. 54081-01-052 ("FSWP Parcel"); and

WHEREAS, HI and FSWP desire to enter into an easement to allow FSWP to park on the HI Parcel.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. HI grants and conveys to FSWP a non-exclusive easement for parking on that portion of the HI Parcel striped or otherwise designated as a parking area. This parking easement shall include vehicular and pedestrian ingress and egress from the FSWP Parcel to the parking area on the HI Parcel, including driveways and access ways, sidewalks and walkways, and exits and entrances as may be reasonably necessary to allow FSWP use of the parking area on the HI Parcel.

2. As a courtesy to FSWP, HI shall allow FSWP and its guests and invitees to park on the HI Parcel at no cost, and HI shall pay all costs to maintain the parking area. No overnight parking shall be allowed. Conditions of FSWP parking shall be governed by rules and regulations that HI may adopt from time to time. Upon the transfer of ownership of the HI Parcel to another party ("HI Successor"), the HI Successor may charge FSWP a monthly parking fee at competitive rates for the Colorado Springs metropolitan area, and require FSWP to share in the cost of maintaining the parking area.

3. FSWP shall obtain insurance coverage for the use of the parking easement and any improvements thereon. The insurance policy shall name HI as an additional insured who is entitled to the same protection as any other insured. If FSWP fails to maintain any insurance required, it shall hold harmless and indemnify HI for, from and against any claim arising from FSWP's use of the parking easement, together with reasonable attorney's fees and court costs, which would otherwise be covered by insurance. FSWP's failure to maintain insurance shall also be basis for termination of this Agreement.

4. The terms of this Agreement and the parking easement created hereunder shall burden and benefit the Parcels so identified and shall run with the land as provided herein.

5. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either Parcel to the general public.

6. The term of this Agreement shall be as stated herein unless otherwise modified by all parties hereto or their successors, heirs and assigns.

7. In the event of any violation or threatened violation by any third party, or by either party to this Agreement, HI or FSWP shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity.

8. This Agreement shall not be modified in any respect whatsoever except with the consent of HI and FSWP, or their respective successors and assigns.

9. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between HI and FSWP.

10. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorney's fees, including its reasonable costs and attorney's fees on appeal.

11. All notices, demands, requests or statements required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given when hand delivered or sent by facsimile to the party to whom intended or within three (3) business days after being deposited in the United States mail, first-class, postage prepaid, registered or certified mail, return receipt requested, at the address set forth above or at such other address as may be designated from time to time by the appropriate party.

12. Nothing contained herein shall be deemed to be a gift or dedication of any portion of either Parcel to the general public or for the benefit of the general public or for any public use or purpose whatsoever. The Easements herein shall be strictly limited to and for the purposes set forth herein, solely to benefit the owners, tenants, guests and invitees of the HI Parcel and the FSWP Parcel.

13. In the event that any provision of this Agreement should be deemed unenforceable, all remaining portions thereof shall remain in full force and effect to the fullest extent of the law. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

14. This Agreement shall be recorded in the office of the Clerk & Recorder of El Paso County, Colorado.

Hammers Investments, LLC

Father & Sons Whiskey Purveyors, LLC

BY: [Signature] Managing Member BY: Paul Tj Manager  
Name Title Name Title  
DAVE HAMMERS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

Subscribed, sworn to and acknowledged before me this 5th day of August,  
2019, by Dave Hammers as Managing Member of  
Hammers Investments, LLC.

My commission expires: 06-06-2023

BAILEE SMITH  
Notary Public  
State of Colorado  
Notary ID # 20194021420  
My Commission Expires 06-06-2023

Bailee Smith  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY ~~OF EL PASO~~ )  
Arapahoe Co

Subscribed, sworn to and acknowledged before me this 01 day of August,  
2019, by Paul T Dunning as Manager of  
Father & Sons Whiskey Purveyors, LLC.

My commission expires: 07/22/2023

JOSEPH MARIN  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194027476  
MY COMMISSION EXPIRES JUL 22, 2023

[Signature]  
Notary Public

