

NON-EXCLUSIVE EASEMENT AGREEMENT

This Non-Exclusive Easement Agreement (“Agreement”) is entered into and made effective this 28th day of December, 2021, by and between Winsome, LLC, a Colorado limited liability company (hereinafter “Grantor”), and by El Paso County by and through the Board of County Commissioners of El Paso County (“Grantee”). The parties to this Agreement may be referred to collectively as the “Parties.”

RECITALS

A. Grantor is the Owner of certain real property located in El Paso County (the “County”), Colorado, legally described and depicted in **Exhibit A** (“Easement Area”), attached hereto and incorporated by reference as well as additional adjacent real property within the County.

B. In connection with Grantor’s entitlement of adjacent property as Winsome Filing 2, Grantee has requested and Grantor desires to provide a non-exclusive permanent easement for vehicular ingress/egress sufficient to allow vehicles to turn around in the Easement Area.

C. The Parties acknowledge that in the event that Winsome Filing 3 is platted, the Parties shall cooperate to vacate the Easement set forth below.

NOW, THEREFOR, In consideration of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the following grant, agreements, and covenants, are made:

1. Grant of Easement: The Grantor hereby grants to Grantee, a nonexclusive permanent easement for vehicular ingress and egress over the Easement Area to allow vehicles to safely turn around (the “Easement”). The Grantee, by signing below accepts the Easement.

2. Easement Acknowledgment. The Parties acknowledge and agree that Grantee shall have no obligation or authority to maintain the Easement.

3. Covenants Running with the Land. The benefits and burdens of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their successors. This Agreement 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 Grantor, and shall be enforceable by the Grantee. Any person or other entities that acquire title to the Easement Area hereinabove described, whether by purchase or otherwise, shall be subject to the provisions of this Agreement to the same extent as if such parties had been signatory to this Agreement.

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Rec \$38.00 Pages

El Paso County, CO



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4. Governing Law/Venue/Attorney Fees. This Agreement 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 Agreement and legal action is commenced, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs in addition to any other relief or remedy granted by the court.

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

6. Amendment. Any amendment, termination, deletion, addition to, or modification of this Agreement must be agreed to in writing and acknowledged by the Parties to this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement. The Parties further declare and represent that, by entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement, or other statement not set forth in this Agreement or its attachments and exhibits.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Grantor

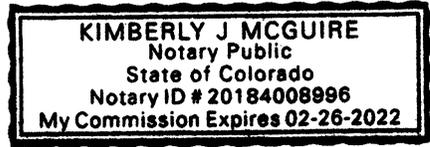
[Signature]
Winsome, LLC by Andrew J. Biggs, Manager

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

The foregoing instrument was subscribed before me this by
Andrew J. Biggs, manager of Winsome, LLC, this 28th day of December, 2021.

Witness my hand and official seal.

Kimberly J McGuire
Notary Public



My Commission Expires: 02-26-2022

Exhibit A
[Easement Area Attached]



EXHIBIT A

LEGAL DESCRIPTION: Temporary Access

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

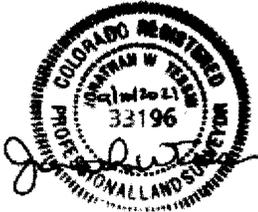
BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE N76°09'35"E, A DISTANCE OF 4,077.55 FEET TO THE POINT OF BEGINNING; THENCE ON AN ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N82°23'35"W, HAVING A DELTA OF 24°31'57", A RADIUS OF 90.55 FEET, A DISTANCE OF 38.77 FEET TO A POINT OF TANGENT; THENCE N16°55'32"W, A DISTANCE OF 45.76 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 225°00'02", A RADIUS OF 70.00 FEET, A DISTANCE OF 274.89 FEET TO A POINT OF TANGENT; THENCE S28°04'30"W, A DISTANCE OF 46.87 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 20°43'44", A RADIUS OF 90.55 FEET, A DISTANCE OF 32.6 FEET TO A POINT ON CURVE; THENCE N87°59'01"W, A DISTANCE OF 80.36 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 19,079 SQUARE FEET OR 0.438 ACRES.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

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EXHIBIT B

