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Electronically Recorded Official Records El Paso County CO

Chuck Broerman, Clerk and Recorder

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This Permanent Easement Agreement ("Agreement") effective June 12, 2019, by and between Jeanine A Navarette ("Grantor"), whose address is 16665 Thompson Road, Colorado Springs CO 80908 and Savage Development Inc. (Grantee) whose address is 1125 Diamond Rim Drive, Colorado Springs CO 80921. Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns that certain real property located in El Paso County, Colorado and legally described as follows:

LOT 2 ROCKIN' FOUR-ESE, EX THAT PT TO COUNTY FOR R/W, EL PASO COUNTY, STATE OF COLORADO ("Property").

The Improvements (as defined in Section 1 below) will pass in, through, over, under, and across a portion of such Property as more particularly described and depicted in Exhibit A.

- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Agreement

- 1. Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal description attached hereto as "Exhibit A" ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, and surface appurtenances ("Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across the real property described on Exhibit A.
- 2. Easement Map.** "Exhibit B" attached hereto is a graphic representation of the Permanent Easement. In the event of an ambiguity in Exhibit A, Exhibit B may be used to resolve said ambiguity. Exhibit C attached hereto is a graphic representation of the facility to be constructed within the easement.
- 3. Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress across the Property to the minimum extent necessary to perform Grantee's rights in the Permanent Easement upon reasonable notice to Grantor. To the maximum practicable extent, Grantee shall avoid disruption of Grantor's operations on the Property.
- 4. Additional Construction.** Grantee shall have the right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, or upgrade, at any time or from time to time, and appurtenances thereto within the Permanent Easement. Such right shall be perpetual, and Grantor shall not stop, hinder, or impede construction of such additional improvements or limit the same within the Permanent Easement.
- 5. Grantor's Rights Unaffected.** Except as provided in Section 6 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this

Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time, except in the case of emergency, where in such event, Grantor shall not require prior written approval by Grantee to perform any emergency maintenance or repair.

6. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement.
7. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible.
8. **Maintenance of Permanent Easement.** Grantee shall be responsible for the surface maintenance of the Permanent Easement, and any and all maintenance associated with the Improvements or any Additional Improvements, if applicable.
9. **Nature of Easement and Additional Uses.** The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee. Grantee shall permit and authorize such other uses of the Permanent Easement that are consistent with the uses described in paragraph 1 herein and not hereby reserved in Grantor.
10. **Warranty of Title.** Grantor warrants that it has good and merchantable title to the Property and has the full right and lawful authority to grant the Permanent Easement. Further, Grantor warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in Grantor's title to the Property or Grantor's right to grant the Permanent Easement.
11. **Indemnity/Liability.** Grantee hereby releases Grantor and shall fully protect, defend, indemnify and hold harmless Grantor from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with the Permanent Easement, Grantee's Improvements, or the Improvements to the extent arising from or due to Grantee's action(s) or failure(s) to act.
12. **Waiver.** The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

13. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado, the El Paso County Code, Ordinances, Rules and Regulations. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.
14. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
15. **No Third Party Beneficiaries.** Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
16. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
17. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
18. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Savage Development Inc.
1125 Diamond Rim Drive
COLORADO SPRINGS, CO 80921

Grantor:

Jeanine Navarette
16665 Thompson Road
COLORADO SPRINGS, CO 80908

19. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

GRANTEE:

Entity: Savage Development Inc.

By: Jordan L. Savage

Name: Jordan Savage

Title: President

STATE OF Colorado)
) SS.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 12 day of June, 2018,

by Jordan L. Savage as President

of _____
(Name) (Title)
Savage Development Inc.
(Entity)

Witness my hand and official seal.

My Commission Expires: 9-27-2020

(SEAL)

Janna Kelley
Notary Public

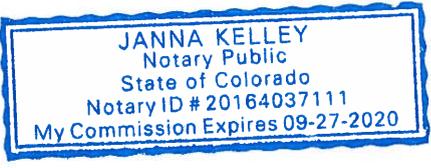


EXHIBIT A

That portion of Lot 2, Rockin' Four-ESE, recorded in Plat Book M-3 at Page 35, records of El Paso County, lying in the Southwest Quarter of Section 19, Township 11 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Bearings are based on the South line of the Southwest Quarter of the Southeast Quarter of said Section 19, monumented at the South Corner with a 2 1/2" aluminum cap in a range box, stamped "2009 PLS 30118" and at the East 1/16 corner with a 2 1/2" aluminum cap in a range box, illegible and is assumed to bear N 88°55'17" E, 1314.03 feet.

COMMENCING at the Southeast corner of said Lot 2, thence N 00°12'28" W, along the East line of said Lot 2, a distance of 174.16 feet to the POINT OF BEGINNING;
thence S 68°35'51" W, a distance of 16.75 feet;
thence N 21°24'09" W, a distance of 35.84 feet;
thence N 68°35'51" E, a distance of 30.64 feet to a point on the East line of said Lot 2;
thence S 00°12'28" E, along said East line, a distance of 38.44 feet to the POINT OF BEGINNING;

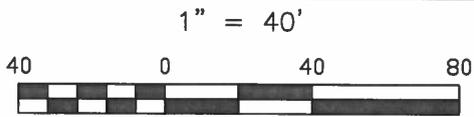
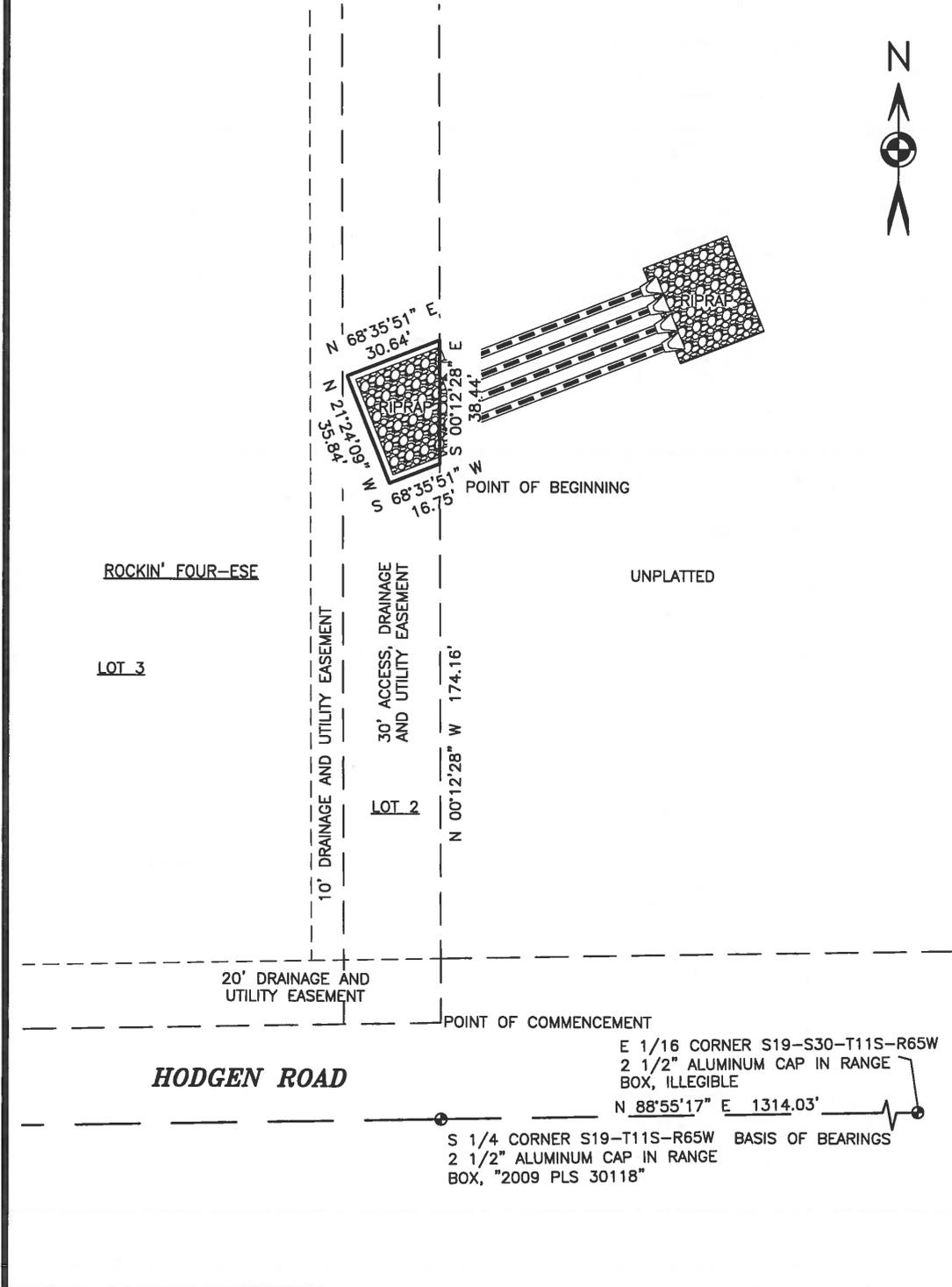
Containing a total calculated area of 849 square feet (0.019 acres) of land, more or less.



Spencer J. Barron
State of Colorado Professional Land Surveyor No. 38141
For and on behalf of Barron Land, LLC

<p>This is NOT a boundary survey and should not be relied upon for any type of construction purposes.</p>	<p>BARRON  LAND BOUNDARY Δ MAPPING Δ SURVEYING Δ CONSTRUCTION 2790 N. Academy Blvd. Suite 311 P: 719.360.6827 Colorado Springs, CO 80917 F: 719.466.6527 www.BARRONLAND.com</p>
<p>DATE: 05/30/2019 REV. DATE:</p>	<p>PROJECT No.: 18-002 SHEET 1 OF 1</p>

EXHIBIT B



This is NOT a boundary survey and should not be relied upon for any type of construction purposes.

BARRON LAND

BOUNDARY Δ MAPPING Δ SURVEYING Δ CONSTRUCTION
 2790 N. Academy Blvd. Suite 311 P: 719.360.6827
 Colorado Springs, CO 80917 F: 719.466.6527

www.BARRONLAND.com

DATE: 05/30/2019

REV. DATE:

PROJECT No.: 18-002

SHEET 1 OF 1

