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Chuck Broerman  
07/28/2017 10:38:16 AM  
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El Paso County, CO



217089240

**EASEMENT OR RIGHT-OF-WAY FOR ACCESS TO PROPERTY**

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Keith K Berg ("Grantor") hereby grants and conveys to Ryan L Clark, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the property located at 139 Lotus Street Colorado Springs, CO 80917 to access property located at 137 Lotus Street Colorado Springs, CO 80917, hereto and incorporated herein by reference ("Property").

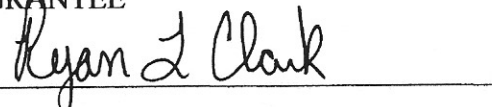
1. Grant. The easement granted hereby shall be for ingress and egress to, from, upon and over the Property described to provide access to other property owned by Grantee.
2. Streets. The Grantee may construct a permanent street or road on the Property.
3. Failure to Improve. If the Grantee or its successors or assigns should fail to construct a permanent street or road allowing access to Grantee's property within 24 months from the date hereof, all right, title and interest in and to the Easement described herein shall immediately revert to the Grantor, its successors or assigns.
4. No Interference. Grantor shall not interfere with the Grantee's construction of such permanent street or road within the Easement.
5. Termination. This Easement shall be terminated at any time by an instrument executed for such purpose and signed by the parties.
6. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.
7. This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.
8. Governing. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

SIGNED on this the <sup>27</sup> day of <sup>July</sup> ~~June~~, 2017. 

GRANTOR



GRANTEE



STATE OF Colorado

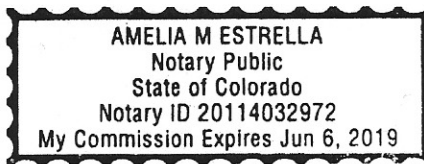
COUNTY OF El Paso

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27 day of July, 2017, within my jurisdiction, the within named Keith Best, Grantor, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.



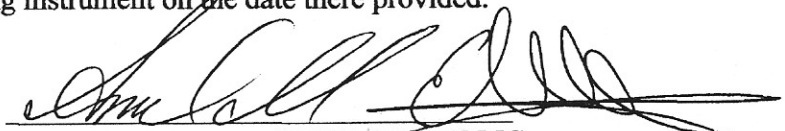
NOTARY PUBLIC

My Commission Expires:



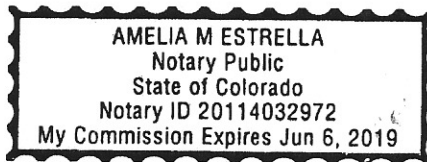
STATE OF Colorado  
COUNTY OF El Paso

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27 day of July, 2017, within my jurisdiction, the within named Ryan Clark, Grantee, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.




NOTARY PUBLIC

My Commission Expires:



STATE OF Colorado  
COUNTY OF El Paso

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27 day of July, 2017 within my jurisdiction, the within named Ryan Clark, who acknowledged that he is President of Good Old Baptist a corporation and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
NOTARY PUBLIC

My Commission Expires:

Prepared by:

