DEED OF CONSERVATION EASEMENT

(Bear Creek Park-El Paso County)

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made this 22nd day of December, 2014, by EL PASO COUNTY, Colorado, a body politic, acting by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, Colorado, having an address of 200 South Cascade, Colorado Springs, CO 80903 ("County"), in favor of THE PALMER LAND TRUST, a charitable nonprofit Colorado corporation, having an address at P.O. Box 1281, Colorado Springs, Colorado 80901 ("Grantee").

RECITALS

A. County is the sole owner in fee simple of approximately 545 acres of real property in El Paso County, Colorado, known as Bear Creek Regional Park, more particularly described in **Exhibits A through G** attached hereto (the "Property" or the "Park").

B. The Property possesses natural, scenic, open space, wildlife, historical, aesthetic, recreational, ecological and environmental values (collectively, "Conservation Values") of great importance to County, the Grantee, the people of El Paso County and the people of the State of Colorado which are worthy of protection in perpetuity. County and Grantee recognize that economic development of the Property would have an adverse impact on and greatly impair these Conservation Values.

C. Colorado Revised Statutes § 33-1-101, *et seq.*, provides in relevant part that "it is the declared policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced and managed for the use, benefit and enjoyment of the people of this state and its visitors." Additionally, Colorado Revised Statutes § 38-30.5-102, provides for the establishment of conservation easements to maintain land "in a

natural scenic or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational ... or other use or condition consistent with the protection of open land having environmental quality or life-sustaining ecological diversity."

D. In particular, the Property possesses at least the following Conservation Values:

1. Recreation and Education. Bear Creek Regional Park is a fully operational 566-acre recreational park located within the Colorado Springs city limits in El Paso County, Colorado. This park supports public recreational uses in the form of picnic pavilions, playing fields, equestrian activities, exercise course, tennis courts, playgrounds, archery range, horseshoe pit and volleyball and basketball courts. The park also provides over 10 miles of multi-purpose, non-motorized trails that wind throughout the park and along Bear Creek. Other amenities include a community garden, a dog park and community meeting rooms. The park also accommodates large groups and special events. In 2013, 80,775 visitors were accommodated through the registration system which does not account for considerable drop-in use.

Bear Creek Nature Center serves to connect people to their natural and cultural resources and inspire them to become stewards for our parks and environment. Bear Creek Nature Center offers quality environmental education programs for all ages Each year, the Nature Center accommodates approximately 35,000 visitors providing 450 interpretative programs or special events. The Nature Center also accommodates field trips for all El Paso County School Districts averaging 6,000 students each year. Interpretive programs, special events, guided and self-guided tours, and media presentations are offered all year.

2. Relatively Natural Habitat. The Property supports Rocky Mountain (RM) Gambel Oak-Mixed Montane Shrubland, RM Lower Montane Riparian Woodland and Shrubland, Western Great Plains (WGP) Floodplain Herbaceous Wetlands, WGP Foothill and Piedmont Grasslands, WGP Riparian Woodland and Shrubland, and WGP Short-grass

Prairie land-cover types. Other land-cover types include Invasive Perennial Grassland, and Pinyon Juniper Woodland.

Nearly two and a half miles of Bear Creek flows through the park. These riverine wetlands provide valuable ecosystem services as they dissipate stream energy associated with high water flow, filter sediment, capture bedload and aid floodplain development and develop root masses that stabilize streambanks. The wetlands also develop diverse ponding and channel characteristics that provide the habitat and the water depth, duration and temperature necessary for fish production, waterfowl breeding and other uses, supporting overall greater diversity for the area.

The Bear Creek Nature Center has documented 204 birds, 77 mammals, 17 reptiles, and seven amphibian species that utilize the park at some point throughout the year. Although significant improvements to benefit public recreation have been made, a large portion of the Property remains in its natural state providing wildlife with habitat critical to their well-being.

The Property possesses significant ecotones between the Western Great Plains Short-grass Prairie and Rocky Mountain Gambel Oak-Mixed Montane Shrubland. These land-cover types in combination with the associated wetland systems represent rich habitat for mammals and birds. There is significant habitat for many declining prairie/riparian birds including the lark bunting, grasshopper sparrow, Cassin's sparrow, and McCown's longspur. The riparian corridor associated with Bear Creek will support non-breeding waterfowl and breeding Swainson's hawk, Lewis woodpecker, olive-sided flycatcher and orchard oriole.

3. Preservation of Open Space and Scenic Views

This Park preserves views of diverse ecological communities including coniferous woodlands, shrublands, prairie and wetlands which are situated on rolling hills at the base of the Colorado Front Range. Approximately 375 acres of the Park remain undeveloped. The entire park is visible to and accessible by the general public. Large portions of the Park are visible to motorists using Rio Grande, 8th Street, 21st Street/Cresta Rd. and Bear Creek Road. The Park presents a unique conservation opportunity as it preserves

recreation and education, relatively natural habitat, open space and scenic values within the Colorado Springs city limits.

E. The parties acknowledge that specific Conservation Values of the Property have been documented in an inventory (the "Baseline Documentation") of the natural features of the Property. A copy of the Baseline Documentation has been signed by both the County and the Grantee and is kept on file at the offices of both parties. The Baseline Documentation, prepared by Blue Mountain Environmental Consulting, dated June 2014, consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant.

F. The Property has been used by the County as a regional public park since the early 1980s. The County desires that the Property be preserved to protect the Conservation Values stated above and managed as park and open space available to the public.

G. County further intends, as owner of the Property, to convey to Grantee the affirmative right to preserve and protect the Conservation Values of the Property in perpetuity for conservation purposes.

H. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition. Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code and is a state-certified, nonprofit conservation easement holder, having been certified by the Colorado Division of Real Estate as license number CE0028, effective January 1, 2014. Grantee

accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its conservation purposes forever.

I. By accepting this grant, Grantee agrees to honor the intentions of County stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., County hereby voluntarily grants and conveys to Grantee a Conservation Easement ("Easement") in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. PURPOSE. It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, forested, and open space condition, to preserve and protect in perpetuity the scenic, wildlife, aesthetic, educational, recreational, ecological and environmental values of the Property, to conserve wetlands and to allow the use and/or enhancement of the wetlands as mitigation for impacts caused by the County's projects located in El Paso County, and for banking to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, and to extinguish any and all development rights and allocations and density rights and allocations of the Property, whether presently existing or arising in the future, excepting only the right to construct improvements and facilities as described in this Easement. County intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement.

2. AFFIRMATIVE RIGHTS OF GRANTEE. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

a. To identify, preserve, protect and enhance the Conservation Values of the Property;

b. To enter upon the Property at reasonable times upon prior notice to the County in order to monitor the County's compliance with and otherwise enforce the terms of this Easement and to observe, study and make educational and scientific observations on the Property; provided, however, that such right of entry shall not unreasonably interfere with either the County's or the Public's use and quiet enjoyment of the Property consistent with this Easement; and

c. To enjoin or prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. PROHIBITED USES. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. New Structures and Improvements. New buildings, improvements, or other structures may not be built on the Property without the advance written permission of Grantee except as is permitted in Paragraphs 4 and 5.

b. Subdivision. Any division, subdivision or de facto subdivision of title to the Property, whether by physical or legal process, is prohibited and any and all rights, however designated, now or hereafter associated with the Property pursuant to governmental laws or regulations, to compute number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property shall be surrendered and donated to the Grantee. County's intent herein is that all portions of the Property, even if identified in one or more separate parcels, shall remain under one ownership and shall not be separately sold or conveyed from one another.

c. Timber Harvesting. Timber harvesting is prohibited except that trees may be cut to control insects and disease, to control invasive, non-native species, to implement

appropriate tree thinning and fire mitigation plans as described under Paragraph 4(a), and as reasonably necessary to prevent personal injury and property damage.

d. Mining. To the extent allowed by law, the mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance, peat or other material is prohibited.

e. Road Construction and Trails. The County shall not construct any new roads or trails other than the roads and trails that are indicated on the Baseline Documentation or identified in an approved Master Plan as described in Paragraph 5. The County may utilize the borrow pits currently located on the Property to maintain the Park trails and roads.

f. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, or the storage or any other deposit of abandoned or non-working vehicles, is prohibited.

g. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property; however, any use or practice expressly permitted under paragraph 4 shall not be considered a commercial or industrial use. In addition, customary park uses which may have a commercial component such as races, sport clinics, concessions, concerts, weddings, recreational activities, special events, and fundraising activities shall not be prohibited by this restriction.

h. Motor Vehicles. The use of motor vehicles, including automobiles, snowmobiles, ATV's, four wheelers and motorcycles, which would in any way result in degradation of the Property and the wildlife habitat thereon is prohibited, except such vehicular use as is necessary for property and park management purposes, and other permitted uses and practices stated in Paragraph 4. Such degrading uses shall include, without limitation, those which increase susceptibility of the soil to erosion or disturb wildlife. Off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles or other motorized vehicles are prohibited.

i. Billboards. The construction, placing or erection of any commercial signs or billboards on the Property is prohibited. County may erect one or more signs identifying

to the public the Grantee's role in this Property. County may erect signs that are necessary for park management purposes including but not limited to directional, interpretive, informational, advertising, or prohibitive signs. Temporary banners may also be used to promote community events and activities. No signs shall significantly diminish or impair the Conservation Values of the Property. The County may erect signs within the Property to control access to sensitive areas of the Property.

j. Alteration of Watercourses and Topography. Except as may be described in an approved Master Plan, and except as may be necessary to protect public health, safety or welfare in case of an emergency including but not limited to flooding, drainage, and/or wildfire events, the County shall not change, disturb, alter, excavate, or impair any natural watercourse or wetland or alter the land surface through grading or soil dumping or trenching, except as may be necessary for activities related to the purpose of this Easement. Such purposes include, but are not limited to, water development projects related to permitted uses of the Property, construction of improvements related to recreational uses as permitted under paragraphs 4 and 5, wildlife enhancement, habitat restoration, wetlands mitigation, restoration, or enhancement, soil management, park purposes, or trail construction. For any activity described in this sub-paragraph 3(j) that is not described in the approved Master Plan, the County shall give Grantee written notice in accordance with Paragraphs 6 and 7 before any change, disturbance, alteration or excavation is commenced. Such notice shall be to ensure the location and nature of any such activity is consistent with the conservation purposes of this Easement. Grantee may withhold such permission, in its reasonable discretion, if Grantee determines that the proposed activity will diminish or impair one or more of the Conservation Values of the Property.

k. Water Pollution. The material degradation or pollution of any surface or sub-surface water on the Property is prohibited.

l. Hazardous Materials. The storage, dumping or other disposal of toxic and/or hazardous materials or of non-compostable refuse on the Property is prohibited, except for the above ground storage and use of fuels, fertilizers, treated lumber and legal

chemicals as necessary for the management of the Property. All materials shall be stored in accordance with all applicable laws and regulations, and in a manner which prevents spillage, leakage, and dumping, and which prevents soil, and surface water or groundwater contamination, and in a manner which is consistent with the preservation of the Conservation Values of the Property.

m. Wind and Solar Energy Generation. The construction of commercial wind and solar energy generation facilities is prohibited. With the Grantee's written consent, wind and solar energy generation facilities that are primarily for the generation of energy for use in conjunction with those activities permitted by this Easement may be constructed in locations on the Property that do not diminish or impair the Conservation Values.

n. Recreational Structures. Airstrips, golf courses or ranges, helicopter pads, race tracks, off-road vehicle courses, and shooting ranges (excluding archery ranges) are prohibited.

o. Cell Phone Towers: Transmission Towers. The construction of communication towers and transmission towers is prohibited in Zones 1 and 2, and permitted in Zone 3 with the written consent of the Grantee and if such towers will not diminish or impair one or more of the Conservation Values.

4. RESERVED RIGHTS. County reserves to itself for the benefit of the County and for any successors and assigns of the County, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others, including the general public, to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. County retains the right to control access to the Property by all persons, except that Grantee and its designated agents shall have the right of ingress and egress at reasonable times and upon giving prior notice to the County for the purpose of inspecting the Property to insure compliance with the terms of this Easement. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are permitted under this Easement, and these uses and practices are not to be precluded or prevented by this Easement:

a. Forestry. To conduct such forestry and rangeland management activities on the Property as are consistent with the overall purposes of this Easement, including, without limitation, tree thinning, fire mitigation measures, restoration, tree planting, pest control and/or other necessary forest and pasture maintenance in accordance with the recommendations from the Natural Resource Conservation Service and the Colorado State Forest Service or any other successor or governmental agency with similar interests and purposes.

b. Education and Recreation. To conduct outdoor education and recreational activities which are not inconsistent with the purposes of this Easement, to conduct activities either described herein or inherent to park purposes that are consistent with the overall purposes of this Easement, and to conduct open space management activities as are consistent with the overall purposes of this Easement. In all respects, such activities shall not violate the prohibited practices described above in paragraph 3.

c. Non-building-type Improvements. To use, maintain, repair, replace or eliminate existing trails, roads, fences, ditches and improvements (excluding buildings) on the Property and to construct such additional trails, roads, fences, ditches, or improvements on the Property (excluding buildings) as may be desirable to provide access for outdoor education and recreation, park purposes or activities, open space management, or other permitted uses on the Property as provided herein and consistent with the Conservation Values of the Property. County may install signage as needed to identify and delineate the boundary of the Property so as to deter encroachment by adjoining property owners into the Property. If the County should desire to install fencing for this purpose, any such fencing shall be consistent with fence standards approved by the Colorado Division of Wildlife. If new trails are required, all new trails shall be constructed so as to be sustainable and minimize impact to the Conservation Values of the Property. In the event of destruction, deterioration, or obsolescence of any said improvements, the County may replace such structures with structures in the same general location and having a similar function and capacity. For any improvements included in the approved Master Plan, the County may construct such improvements without providing notice to

Grantee. For any improvements not included in the approved Master Plan, the County shall give Grantee written notice in accordance with Paragraphs 6 & 7 before any construction is commenced to ensure the location and nature of any such new road or improvement is consistent with the conservation purposes of this Easement. Grantee may withhold such permission, in its reasonable discretion, if Grantee determines that the proposed improvement will diminish or impair one or more of the Conservation Values of the Property.

d. Building-type Improvements. To use, maintain, repair, and replace all existing structures and buildings (including sheds, shelters, pavilions, maintenance garages, barns, buildings, etc.), and to construct such new structures and buildings as may be desirable to conduct open space management, outdoor education and recreation, park purposes or activities (including active recreation activities, including but not limited to pavilions, restrooms, playgrounds, and athletic facilities) or other permitted uses on the Property provided that such structures and buildings are contained within Zone 2 or 3, and are consistent with the Conservation Values. None of the structures may be equipped with sleeping accommodations or be used for residential purposes. For any improvements included in the approved Master Plan, the County may construct such improvements without providing notice to Grantee. For any improvements not included in the approved Master Plan, the County shall give Grantee written notice in accordance with Paragraphs 6 & 7 before any construction is commenced to ensure the location and nature of any such improvement is consistent with the conservation purposes of this Easement. Grantee may withhold such permission, in its reasonable discretion, if Grantee determines that the proposed structure or improvement will diminish or impair one or more of the Conservation Values of the Property.

e. Trailhead Improvements. To use, construct, maintain, repair and replace structures and improvements such as benches, picnic facilities and tables, kiosks, restrooms, trail signs, trail head parking areas and trail shelters as may be desirable to conduct outdoor education and recreation, park purposes or activities, and open space management provided that such structures and improvements are identified and located in

the approved Master Plan. For any trailhead improvements included in the approved Master Plan, the County may construct such improvements without providing notice to Grantee. For any trailhead improvements not included in the approved Master Plan, the County shall give Grantee written notice in accordance with Paragraphs 6 & 7 before any construction is commenced to ensure the location and nature of any such new road or improvement is consistent with the conservation purposes of this Easement. Grantee may withhold such permission, in its reasonable discretion, if Grantee determines that the proposed structure or improvement will diminish or impair one or more of the Conservation Values of the Property.

f. Water Rights. The County reserves the right to construct, develop, maintain and operate existing and additional wells, ditches, tanks, water storage and pipeline facilities, and generally to appropriate, employ and use all surface and ground water that may be allowed under Colorado Water Law; provided, however, that the development and use of such water resources shall be compatible with the purposes of this Easement and shall be used to support park purposes and the uses permitted under this Easement and not for the benefit of any other property not owned or controlled by the County. Because of the potential for any new water structures or improvements to impair the Conservation Values of the Property, County and/or the County's successors shall give Grantee written notice in accordance with Paragraphs 6 and 7 before any appropriation or construction is commenced to ensure the purpose, nature and location of any such improvements is consistent with the conservation purposes of this Easement. Grantee shall not unreasonably withhold such permission and may withhold its permission only if Grantee determines that the purpose, nature or location of a proposed water structure or improvement will diminish or impair one or more of the Conservation Values of the Property. To the extent the County owns or acquires water rights associated with the Property, the County shall retain and reserve the right to use water rights to include but not limited to maintaining and improving the Conservation Values of the Property and shall not transfer, encumber, lease, sell or otherwise separate any water rights associated with the Property from title to the Property itself.

g. Conservation and Weed Control. To control soil erosion, conserve soil and existing desirable vegetation and control weeds, invasive and non-native plants and parasitic plants on the Property, including by use of biological means (goats), in a manner consistent with good conservation practices as established by the Natural Resource Conservation Service or any successor governmental agency with similar interests and purposes. Notwithstanding this reserved right, the County has the responsibility to control weeds in a manner consistent with state laws. Should Grantee determine that the Property requires additional weed management, Grantee may require the County to consult with an appropriate state or Federal agency on weed control efforts.

h. Transfer of the Property. To sell, mortgage, or donate the Property. Any transferor conveyance, whether by deed, gift, or operation of law, shall remain subject to the terms of this Conservation Easement and the subsequent Owner shall be bound by all obligations in this Easement.

i. Wetlands. The County hereby reserves any and all rights to use the wetlands currently contained on the Property. The County further retains the right to establish / create wetlands as mitigation for impacts caused by the County to wetlands as may be required pursuant to § 404 of the Clean Water Act ("CWA") and for The El Paso County Umbrella Wetland Mitigaton Bank. It shall be the County's responsibility and not Grantee's to ensure that any uses do not result in harm to the wetlands. Any liability under the CWA resulting from the County's residual uses shall be County's and not Grantee's.

j. Preble's Meadow Jumping Mouse ("PMJM"). The County hereby reserves the right to establish / create PMJM habitat, if any, as mitigation for impacts caused by the County. It shall be the County's responsibility and not Grantee's to ensure that any uses do not result in harm to PMJM habitat. Any liability relating to PMJM habitat resulting from the County's use of the Property shall be County's and not Grantee's.

5. MASTER PLAN. Before constructing any new improvements on the Property (including without limitation, buildings, structures of any nature, trails or roads), the County shall prepare and submit to Grantee for its approval a Master Plan. Notwithstanding the foregoing, Grantee understands that El Paso County Parks will be required to develop the Master Plan through a public process, generally updated every seven to ten years, and that the County will require sufficient time to complete the public process and obtain County approval of the Master Plan. No improvements may be constructed under Paragraph 4 (c, d, or e) until Grantee has approved the Master Plan. In no event shall the Master Plan authorize any improvements or uses that are inconsistent with this Easement. The County may submit revisions to the Master Plan as circumstances may warrant. County and Grantee acknowledge and agree that there is intended to be, and the Master Plan shall provide for, a multi-use trail system through the Property that will allow pedestrian, horse, and bicycle access through the Property, but no motorized vehicles (including cars, trucks, motorcycles, motor bikes, ATV's, snowmobiles, etc.), except those used by maintenance or emergency response personnel for the Property under direction of the County, and for special events approved and as authorized by the County.

The Master Plan shall restrict public use and construction of improvements based on division of the Property into three zones as depicted on **Exhibit** H and as described as follows:

Zone 1 (Natural Areas Zone): Zone 1 includes sensitive wetlands, riparian corridors, areas with native flora and fauna and/or scenic areas having high conservation values. Improvements within this Zone are limited to the maintenance and/or development of unpaved trails, benches and interpretive signage.

Zone 2 (Mixed Use Zone): Zone 2 includes a passive recreation area consisting primarily of undeveloped open space, preserved in its natural state for the enjoyment of the public. Structures and improvements will be permitted in Zone 2, provided they do not exceed a cumulative surface area greater than 10 percent of the total acreage. Improvements that significantly impair the scenic qualities and relatively natural

environment or that are inconsistent with the passive use purpose of this zone, including but not limited to athletic courts, athletic fields, off-trail athletic use and other sports facilities, are prohibited within this Zone. Permissible structures and improvements include, but are not limited to, picnic facilities, pavilions, trailheads, trailhead related facilities (benches, restrooms, trailhead parking, shelters, and trail signs), kiosks, gardens, interpretive signs and access roads.

Zone 3 (Active Use Zone): Zone 3 includes flora and fauna, scenic areas, passive and active recreation areas and administration facilities designed to support public recreation, education, and park purposes. Improvements related to outdoor recreation and education, including, but not limited to, new structures, administration, maintenance or educational facilities and buildings; roads; paved and unpaved trails; trail heads; trailhead related facilities (benches, restrooms, trailhead parking, shelters, and trail signs); benches; parking; athletic courts, fields, courses and other sports facilities; dog parks; gardens; pavilions; picnic facilities; and playgrounds will be permitted within this Zone.

Grantee's approval of the County's exercise of reserved rights under this Easement shall be determined in part by evaluation of the nature of the proposed activity with regard to the Zone where the activity is proposed to occur. Grantee may withhold approval of a proposed activity or improvement within a Zone if Grantee determines that such activity would impair any of the Conservation Values located within such zone, or, in the exercise of its reasonable discretion, may approve an activity or improvement within a restricted Zone by imposing conditions to mitigate the adverse affects of the proposed activity on the Conservation Values located within such Zone.

6. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS. The purpose of requiring the County to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, the County shall notify Grantee in writing not less than sixty (60) days prior to the date County intends to undertake the activity in question;

however, where emergency action is required, the County shall not be required to give advance notice but shall make best efforts to notify Grantee as soon as practicable thereafter. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. The Grantee may ask the County, as applicable condition hereof, to reimburse Grantee for its reasonable expenses incurred in evaluating a proposed activity including costs for staff, travel, consultants and attorneys.

7. GRANTEE'S APPROVAL. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of County's written request thereof. This sixty-day period shall be extended if winter weather should impede Grantee in its inspection of the Property, when such an inspection is necessary for such approval. In that event, the sixty-day period shall only be extended for the duration of such delay. Grantee's approval may be withheld upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

8. ENFORCEMENT. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify the County in writing of the nature of the alleged violation. Upon receipt of this written notice, the County shall either (a) immediately cease the activity constituting the violation and promptly restore the Property to its condition prior to the violation to the reasonable satisfaction of Grantee or (b) immediately provide a written explanation to Grantee of the reason why the alleged violation should be permitted.

If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. County shall discontinue any activity which

could increase or expand the alleged violation during this process. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute, but only if the County has ceased, and agrees in writing to postpone during such mediation, any further activity that constitutes the alleged violation. If either party believes that efforts to mediate the dispute will be futile or if the mediation efforts are unsuccessful, then either party may pursue legal action.

When, in Grantee's opinion, an ongoing or imminent violation could diminish or impair any of the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action without waiting to pursue the mediation process described above. If a court with competent jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may seek an injunction to stop the alleged violation, temporarily or permanently. A court may also issue an injunction to require County to restore the Property to its condition prior to the violation. County agrees that where Grantee's remedies at law for any violation of the terms of this Easement are inadequate, Grantee shall be entitled to the injunctive relief described in this Paragraph 8, both prohibitive and mandatory, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Grantee may bring an action to recover any damages to which it may be entitled for violation of the terms of this Easement for injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values. Grantee's remedies described in this Paragraph 8 are cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. COSTS OF ENFORCEMENT. Any costs incurred by Grantee in enforcing the terms of this Easement against County, including, without limitation, costs of suit, expert witness fees and attorneys' fees, and any costs of restoration necessitated by County's violation of the terms of this Easement shall be borne by County. If County

prevails in any action to enforce the terms of this Easement, County's costs of suit, including, without limitation, expert witness fees and attorneys' fees, shall be borne by Grantee, but only if the court determines that the Grantee's position was frivolous or substantially without merit.

10. GRANTEE'S DISCRETION. Enforcement of the terms of this Easement shall be at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by the County shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by County shall impair such right or remedy or be construed as a waiver.

11. WAIVER OF CERTAIN DEFENSES. County hereby waives any defense of laches, estoppel, or prescription. County hereby specifically waives any defense available to County pursuant to C.R.S. Section § 38-41-119. Notwithstanding the foregoing, the County hereby asserts any defenses available under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.,* C.R.S.

12. ACTS BEYOND COUNTY'S CONTROL. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against County for any injury to or change in the Property resulting from causes beyond County's control, including, without limitation, fire, including fire suppression activities, flood, storm, drought, and earth movement, or from any prudent action taken by County under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. County agrees to diligently protect and defend the Property from any violation of this Easement by any third party and agrees to diligently pursue immediate action against any

third party in which County has actual or constructive knowledge that a violation has occurred, is occurring, or will occur in the future.

13. PUBLIC ACCESS & OWNERSHIP. The Property is a public park. No existing right of access by the general public to any portion of the Property is eliminated by this Easement. The County may identify portions of the Property for seasonal or temporary closures to facilitate research or management of the Property. No areas designated herein to be open to the public shall be closed permanently or indefinitely to all public access unless such closure is specifically approved in the Master Plan and required to preserve the Property's conservation values.

14. COSTS AND LIABILITIES. County retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

15. HOLD HARMLESS. To the extent allowed by Colorado law, if any, County shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 7, 8 and 14; (3) the presence or release of hazardous or toxic substances on, under or about the Property. (For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law); and (4) any claim against County's title or any defect in County's title that

threatens Grantee's interest in the Property, with the understanding the Grantee accepts encumbrances and restrictions of record referenced in Paragraph 24 and **Exhibits A through G.** Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in the Grantee, nor shall the Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

16. EXTINGUISHMENT. If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The fact that the restrictions of this Easement may limit the economic profitability of the Property shall not constitute a factor supporting extinguishment of this Easement. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with Paragraph 17, below.

17. PROCEEDS. This Easement constitutes a real property interest immediately vested in Grantee. Grantee shall be entitled to a share of the proceeds of either the extinguishment award or condemnation award, based on the value, at the time of the extinguishment or taking of this Easement on the portion of the Property that is subject of the extinguishment or taking. The Parties agree that such fair market value shall be calculated by determining the value of the Property without this Easement at the time of extinguishment or taking and subtracting the value of the Property with this Easement at the time of the extinguishment or taking, thereby determining the fair market value of this

Easement relative to the value of the remaining fee interest. This ratio shall remain constant and shall be applied on a per acre basis to any extinguishment or condemnation award. Grantee shall use any such proceeds in a manner consistent with the Conservation Values of this Easement.

18. CONDEMNATION. If this Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to a share of the proceeds of the condemnation award in accordance with applicable law and in accordance with paragraphs 16 and 17 above.

19. SUBSEQUENT TRANSFERS.

a. With the prior written consent of the County (which consent shall not be unreasonably withheld), this Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (I) is a "qualified organization" at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder; (ii) is authorized to acquire and hold conservation easements under Colorado law; and (iii) agrees to assume the responsibilities imposed on Grantee by this Easement and to carry out the conservation purposes that this grant is intended to advance.

b. County agrees to incorporate the terms of this Easement by reference into any deed or other legal instrument by which County divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. County further agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer. The failure of County to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

c. There shall be assessed by the Grantee and collected from any subsequent purchaser or purchasers of the Property, a transfer fee equal to one percent of the sales price or other consideration paid in connection with the transfer of any interest in

such Property, which transfer fee shall be paid to the Grantee at the time of the transfer. In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fees which shall be a lien on the Property but which lien shall be subordinate to this Easement. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of Colorado. Grantee may require the County and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, and copies of deeds or other such evidence. Any transfer subsequent to the conveyance of this Easement without consideration, shall be exempt from the assessment of such transfer fee. These exempt transactions shall include any transfer by donation of the Property to a governmental entity. An exchange of properties pursuant to IRC Section 1031, or similar statute, shall be deemed to be for consideration based on the market value of the Property received at the time of such transfer. Market value shall be determined by agreement of the County and the Grantee, or in the absence of such agreement, by a MAI appraiser jointly selected by the County and Grantee, whose appraisal fee shall be paid by the subsequent purchaser.

20. SUBSEQUENT LIENS ON THE PROPERTY. No provisions of this Easmeent should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing shall be subordinated to this Easment and shall encumber the entire Property.

21. NO EXTINGUISHMENT THROUGH MERGER. Should Grantee in the future own all or a portion of the fee interest in the Property, (a) Grantee as successor in title to County, shall observe and be bound by the obligations of County and the restrictions imposed upon the Property by this Easement, as provided herein; (b) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (c) Grantee as promptly as practicable shall assign the Grantee interests in this Easement of record to another holder in conformity with the requirement of Paragraph 19.

22. NOTICES. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To County:

El Paso County Parks
2002 Creek Crossing
Colorado Springs, CO 80905

With a copy to:

El Paso County Attorney's Office
200 S. Cascade, Ste 150
Colorado Springs, CO 80903

To Grantee:

Palmer Land Trust
P.O. Box 1281
Colorado Springs, CO 80901

or to such other address as either party from time to time shall designate by written notice to the other.

23. RECORDING. County, at County's expense, shall record this instrument in a timely fashion in the real property records of El Paso County and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

24. WARRANTY OF TITLE. County warrants that it has good and sufficient title to the Property, that it has good right, full power and lawful authority to grant and convey this Easement, that any mortgages or liens on the Property are and shall remain subordinate to the terms of this Easement and that the Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, which are not subordinate to the terms of this Easement, and except those encumbrances and restrictions of record including but not limited to those identified in the Schedule B-2 Exceptions attached hereto as **Exhibits**

A through G, which are not subordinate to the terms of this Easement. If required, or if requested by Grantee, the County shall warrant and forever defend the title to the Easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

25. GENERAL PROVISIONS.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado. The parties agree that the statute of limitations applicable to contracts shall apply to any proceeding to enforce this Conservation Easement. County hereby specifically waives any defense available to County pursuant to C.R.S. § 38-41-119. It is agreed that any County liability shall not exceed any applicable limits set forth in the Colorado Governmental Immunity Act now existing, or as may hereafter be amended, nor confer any benefits to any person not a party to this Agreement. Nothing contained in this Agreement shall waive the limitations on liability which are provided to the County under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of C.R.S. § 38-30.5-101 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The Recitals at the beginning of this Easement are not mere surplusage but are an integral part of the Easement and are incorporated into the body of this Easement.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or

circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of County's title in any respect.

f. Successors; Covenants Running With the Land. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property in perpetuity; provided, however, that either Party's rights and obligations under this Easement shall terminate (as to such Party, but not as to such Party's successor, who shall be bound as provided herein) upon a transfer of such Party's entire interest in the Easement or the Property, except that the liability of such transferring Party for the acts or omissions occurring prior to such transfer shall survive the transfer.

g. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i. Amendment. If circumstances arise under which an amendment to or modification of this instrument would be appropriate, County and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument, may not affect its perpetual

duration and must not lessen the Conservation Values. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of El Paso County. The Grantee may require the County to reimburse Grantee for its reasonable expenses incurred in evaluating a proposed amendment including costs for staff, travel, consultants and attorneys.

j. Representation by Legal Counsel. The parties acknowledge that both the County and the Grantee have been represented in this transaction by their respective, independent legal counsel.

k. Counterparts. This Easement may be signed in counterparts which when combined shall constitute but a single document.

TO HAVE AND TO HOLD this Easement unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF County and Grantee have executed this Deed of Conservation Easement on this 16th day of December, 2014.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Dennis Hisey, Chair

Date: 12/16/14

Attest: _____ 14-481b
County Clerk and Recorder

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 16th day of December 2014 by Dennis Hisey as Chair of the Board of County Commissioners of El Paso County, Colorado and attested to by Wayne W. Williams as Clerk and Recorder of El Paso County, Colorado.

Witness my hand and official seal.

My Commission expires: 11-7-16

Norma Jean DeHerrera

Notary Public

NORMA JEAN DEHERRERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044032783
MY COMMISSION EXPIRES NOVEMBER 7, 2016

Approved as to form:

OFFICE OF THE COUNTY ATTORNEY

OF EL PASO COUNTY, COLORADO

Assistant County Attorney

Date: 12/16/14

GRANTEE:

The Palmer Land Trust

By: Paul Gary Conover

Title: Vice President

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me on this 22 day of December, 2014, by Paul Gary Conover as Vice President of The Palmer Land Trust.

My Commission Expires: 1-22-16 Notary Public

RYAN BRITO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044002465
My Commission Expires January 22, 2016

Exhibits

A. Legal Description and Schedule B-2 Exceptions: 245 & 247 Bear Creek Rd

B. Legal Description and Schedule B-2 Exceptions: 1762, 1782, 1802 Creek Crossing

C. Legal Description and Schedule B-2 Exceptions: 1850 S. 21st St

D. Legal Description and Schedule B-2 Exceptions: 2002 Creek Crossing

E. Legal Description and Schedule B-2 Exceptions: Portion of Sec. 23, TS 14, R 67

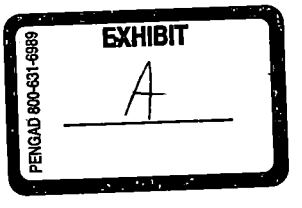
F. Legal Description and Schedule B-2 Exceptions: Portion of Sec. 24, TS 14, R 67

G. Legal Description and Schedule B-2 Exceptions: S. 21st St.

H. Conservation Zone Map

EXHIBIT A

245 & 247 BEAR CREEK RD
COLORADO SPRINGS, CO 80906



LEGAL DESCRIPTION (EX A)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LYING SOUTH OF OLD CS AND CC DISTRICT RAILROAD RIGHT OF WAY AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LYING SOUTH OF SAID RAILROAD AND EAST OF BEAR CREEK ROAD, EXCEPT A 150.0 FOOT STRIP LYING SOUTHEASTERLY OF AND ADJACENT TO THE SOUTHERLY 1061.0 FEET MORE OR LESS OF BEAR CREEK ROAD, EL PASO COUNTY, COLORADO.

B-2 EXCEPTIONS (ex A)

Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED DECEMBER 13 1881 IN BOOK 55 AT PAGE 8.

9. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 28 1890, IN BOOK 92 AT PAGE 425.

10. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1971, IN BOOK 2427 AT PAGE 26.

    NOTE: A PORTION OF SAID EASEMENT HAS BEEN QUITCLAIMED TO EL PASO COUNTY BY INSTRUMENT RECORDED SEPTEMBER 19, 1972 IN BOOK 2524 AT PAGE 147.

11. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 19, 1972, IN BOOK 2524 AT PAGE 150.

12. RESERVATIONS AS CONTAINED IN QUIT-CLAIM DEED RECORDED DECEMBER 31, 1973 IN BOOK 2647 AT PAGE 213.

13. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 14, 1985, IN BOOK 3983 AT PAGE 560.

14. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 20, 1985, IN BOOK 3985 AT PAGE 921.

15. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAR CREEK AS THE SAME MAY COURSE THROUGH THE SUBJECT PREMISES AS EVIDENCED BY EL PASO COUNTY ASSESSOR'S MAP.

16. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE CONSERVATION EASEMENT FROM THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO AND THE EL PASO COUNTY PARK AND RECREATION DISTRICT, OF EL PASO COUNTY, COLORADO TO THE PALMER LAND TRUST RECORDED Dec 22, 2014 AT RECEPTION NO. 214117452.

8

Examined

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

Whereas, [illegible] Congress approved July 2, 1862, [illegible] "An Act donating Public Lands to the several States and Territories which may provide colleges for the benefit of agriculture and the mechanic arts" [illegible] Land Office Scrip No. [illegible] of Scrip in favor of the State of Alabama [illegible] the provisions of the said State of Alabama [illegible] John Longmire [illegible] Farm Name has been located upon the South half of the South East Quarter, [illegible] West Quarter of South East Quarter of Section [illegible] East Quarter of Section [illegible] in Township [illegible] South of Range [illegible] West in the District of Lands subject to Sale at Ruston, Louisiana, containing one hundred and forty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the **UNITED STATES** unto the said John Longmire [illegible] as aforesaid and to his heirs [illegible] the tract of Land above described: **To have and to hold** the said tract of Land, with the appurtenances thereof, unto the said John Longmire as aforesaid and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Ulysses S. Grant, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Seventh day of November, in the year of our Lord one thousand eight hundred and Seventy Two, and of the Independence of the United States the Ninety Seventh.

UNITED STATES SEAL GENERAL LAND OFFICE

BY THE PRESIDENT: U. S. Grant

By A. D. Williamson, Secretary.

C. A. Boynton, Recorder of the General Land Office.

Recorded, Vol. 135, Page 193.

Filed for Record the 13 day of Dec A. D. 1872, at 10 o'clock A.M.

55

Examined

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

Whereas, in pursuance of the act of Congress approved July 2, 1862, entitled "An act donating Public Lands to the several States and Territories which may provide colleges for the benefit of agriculture and the mechanic arts" the Register of the Land Office at Ruston, Louisiana, [illegible] Scrip No. 176 for one Quarter Section [illegible] of Maine duly issued by the proper authority of the said State to Julius Lindsey and Wolfe Lindsey with evidence that the Parties have complied with the laws of the United States, entitling the said parties to a patent for the South West Quarter of Section Thirteen, in Township Eight South of Range Two West, in the district of lands subject to Sale at Ruston, Louisiana, containing one hundred and thirty acres:

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the UNITED STATES unto the said Julius Lindsey and Wolfe Lindsey as assignees as aforesaid and to their heirs [illegible] the tract of Land above described: **To have and to hold** the said tract of Land, with the appurtenances thereof, unto the said Julius Lindsey and Wolfe Lindsey as assignees as aforesaid and to their heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Ulysses S. Grant, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Seventh day of December, in the year of our Lord one thousand eight hundred and Seventy One, and of the Independence of the United States the Ninety Sixth.

UNITED STATES SEAL GENERAL LAND OFFICE

BY THE PRESIDENT: U. S. Grant

By J. Comly

C. A. Boynton, Recorder of the General Land Office.

Recorded, Vol. 101, Page 20

Filed for Record the 14 day of January [illegible]

THE UNITED STATES OF AMERICA

To all to whom these presents shall come, Greeting:

Whereas, [illegible]

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the UNITED STATES unto the said [illegible] and [illegible] the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said [illegible] and [illegible] heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, [illegible] PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the [illegible] day of [illegible], in the year of our Lord, one thousand eight hundred and [illegible], and of the Independence of the United States the [illegible]

UNITED STATES SEAL GENERAL LAND OFFICE

BY THE PRESIDENT: [illegible]

By: [illegible], Secretary.

[illegible], Recorder of the General Land Office.

Recorded: Vol. [illegible] Page: [illegible]

Filed for Record this [illegible] day of [illegible] A.D. 188[illegible], at [illegible] o'clock [illegible]

Examined

THE UNITED STATES OF AMERICA

To all to whom these presents shall come, Greeting:

Whereas, In pursuance of Acts of Congress, approved July 2d 1862 and [illegible] an act donating public lands to the several States and Territories which may provide colleges for the benefit of agriculture and the mechanic arts, is [illegible] has been definitely located pursuant to Special Public Order No. 116 for one Quarter Section of land in favor of the State of Maine, duly assigned by the proper authorities of the said State to Julius Lindsey but that it is found that the said tract has been located upon the North West Quarter Section Thirteen in Township Twenty South of Range Twenty four West in the district subject to sale at Susie Creek, Lincoln County, containing one hundred and sixty acres:

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the UNITED STATES unto the said Julius Lindsey and Wolf Lindsey as assignees as aforesaid and to their heirs the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Julius Lindsey and Wolf Lindsey as assignees as aforesaid and to their heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Ulysses S. Grant PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Seventh day of December, in the year of our Lord one thousand eight hundred and Seventy one, and of the Independence of the United States the Ninety fifth

UNITED STATES SEAL GENERAL LAND OFFICE

BY THE PRESIDENT: U. S. Grant

By: J. Pollock, Secretary.

O. B. Poynton, Recorder of the General Land Office.

Recorded, Vol. 101 Page 20

Filed for Record this 14 day of July A.D. 1872, at [illegible] o'clock [illegible]

Assessment for the year 1890, or subsequent thereto.

In witness whereof, the Grand View Addition Company has caused this deed to be signed by its President and attested by its Secretary and sealed with the common seal of said corporation, this 8th day of March A.D. 1890.

Grand View Addition Company

A. A. McKinney President

Attest:

Thomas Tibbits
Secretary.

State of Colorado,
County of El Paso } ss.

Be it remembered that on this 27th day of March A.D. 1890, before me the undersigned a Notary Public in and for said county, duly commissioned and qualified under the laws of said State, to take acknowledgments of deeds, personally appeared A. A. McKinney President of the Grand View Addition Company and Thomas Tibbits Secretary of said Company, to me personally known to be the identical persons whose names are subscribed to the foregoing deed in attestation thereof, and they in due form of law severally acknowledged that they were severally present at the execution of the foregoing instrument or deed of conveyance, and that their signatures thereto are genuine; that the seal affixed thereto is the common and corporate seal of the said corporation; that the foregoing deed was duly signed, sealed and delivered by them as the act and deed of said Grand View Addition Company, and they in official and other capacities therein set forth.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above said.

A. Potter, Notary Public

My commission expires June 5th 1894

[illegible] Deed of Grand View Addition Company to [illegible] recorded [illegible] at page 30 in the office of the Recorder [illegible] County, Colorado, by virtue of the power and authority contained in said [illegible] and in the [illegible] line of, and in consideration of the sum of [illegible] paid by the Grand View Addition Company, as per said deed, the receipt whereof is hereby acknowledged, do [illegible] and release, bargain and sell and convey unto the said [illegible] and to their heirs and assigns forever, the premises described in said deed of [illegible] and all the estate, title and interest of the said Grand View Addition Company in and to said premises.

Witness my hand and seal this 13th day of March A.D. 1890.

John D. W. Cutler

State of Kansas,
County of [illegible] } ss.

Be it remembered that on this [illegible] day of March A.D. 1890, before me the undersigned a Notary Public in and for said County, in the State aforesaid, duly commissioned and qualified, came John D. W. Cutler, Grantee, who is personally known to me to be the person whose name is subscribed to the foregoing Deed of Release, and who acknowledged the same to be his act and deed, and that he executed the same freely and voluntarily and for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official seal this 27th day of March, A.D. 1890.

[illegible] M. Grant
Notary Public
[illegible] County, Kansas

Deed of Release

John D. W. Cutler
to
Grand View Addition Company

Filed the 27 day of March A.D. 1890
at [illegible] o'clock [illegible] M.
[illegible]
Recorder

Warranty Deed

Grand View Addition Company
to
The City of Colorado Springs

Filed the 27 day of March A.D. 1890
at [illegible] o'clock [illegible] M.
[illegible]
Recorder

Know all Men by these Presents: That the Grand View Addition Company of the County of El Paso and State of Colorado, for the consideration of one dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the City of Colorado Springs, a municipal corporation, and its successors and assigns, all the right of way through, and the right to enter upon the premises hereinafter described, for the purpose of laying water pipe, and the constructing, maintaining and repairing of the same.

This grant is made upon the express condition that whenever entry is made upon said premises either to construct said water pipe or to repair the same, the said City shall, at its own proper cost and expense, leave the said premises in as good condition, in all respects, as they were in at the time of such entry.

The premises affected hereby are described as follows, to wit: A strip of land twenty (20) feet in width, of which the following is a description: The center line of said strip, beginning at a point on the south boundary line of the South East quarter (S.E.¼) of Section Fifteen (15), Township Sixteen (16) South, Range Sixty (60) West of the 6th Principal, Three Hundred and Fifty (350) feet west of the South East corner thereof, where the present water pipe line crosses the said boundary line; thence N. 40° 0' W. one hundred and sixty feet (160) feet; thence N. 32° 30' W. two hundred (200) feet; thence N. 22° 30' W. two hundred and twenty five feet (225) feet; thence N. 40° 30' W. one hundred and seventy (170) feet; thence on a tangent N. 22° 30' W. three hundred and eighty (380) feet; thence on a curve to the left, the radius of which is one hundred (100) feet; thence on a tangent N. 22° 30' W. five hundred and twenty four and eight tenths (524.8) to a point of the two hundred ninety one and eight tenths (291.8) of said pipe line, upon which of said for Reservoir purposes, beginning on said last named point; thence N. 40° 30' W. four hundred and ninety five and one tenth (495.1) feet; thence N. 60° 30' W. about four hundred and fifty (450) feet to the North boundary line of said South East quarter (S.E.¼) of said Section Fifteen (15); thence easterly along said North boundary line about four hundred and fifty (450) feet; thence South 22° 30' West parallel to the above mentioned pipe line and ten (10) feet from the same measured easterly at right angles to the center line, about five hundred and ten (510) feet to a point of intersection with said pipe line; thence S. 40° 30' E. ninety (90) feet; thence S. 60° 30' E. four hundred and fifty (450) feet; thence N. 40° 30' W. one hundred and thirty one and one tenth (131.1) feet to the point of beginning. Said tract of land for reservoir purposes is given to the party of the 2nd part only on condition that a reservoir be constructed on said tract within five (5) years from the date of the deed, otherwise the said tract shall revert to the party of the 1st part or heirs or assigns, also a strip of land twenty (20) feet wide across the South one hundred (100) acres of the South East quarter (S.E.¼) of aforesaid Section Fifteen (15) the center line of which begins at a point on the east side of the same about six hundred and forty (640) feet North of the south east corner thereof, which point is the same as the five hundred and fifty (550) of said pipe line; thence N. 22° 30' W. on the east and west line of said tract, five hundred (500) feet to the North boundary line of said tract.

Signed and delivered this 13th day of March A.D. 1890.

Grand View Addition Company
By A. A. McKinney President

City of Colorado Springs
By John D. W. Cutler
Mayor

Attest:
Thos. H. McKinney
City Clerk

[illegible] this [illegible] day of March [illegible]

[illegible]

Signed and sealed this [illegible] day of March A.D. 1892.

[illegible]

Right of Way Deed.
Frederick C. Zangmeyer
to
The City of Colorado Springs
Filed for record at [illegible] M.
March [illegible] 1892
[illegible] Recorder
[illegible] Deputy

Know all Men by these Presents, that I, Frederick C. Zangmeyer of the County of El Paso and State of Colorado, for the consideration of One dollar ($1.00) and the right to use water from the system mentioned hereafter by any assignee of said Zangmeyer of any portion of the lands hereafter mentioned under the same restrictions and at the same rates as given to citizens of Colorado Springs, to me paid, do hereby grant to the City of Colorado Springs a right of way through, and the right to enter upon the premises hereinafter described, for the purpose of laying water pipe, and the construction, maintenance and repair of the same.

This grant is made upon the express condition that whenever entry is made upon said premises either to construct said water pipe or to repair the same, the said City shall, at its own proper cost, restore and leave the said premises in as good condition in all respects as they were at the time of such entry.

The premises affected hereby are described as follows, to wit: a strip of land twenty (20) feet wide of which the following is a description of the center line thereof. Beginning at a point on the south boundary line of the South west quarter (SW¼) of Section Fifteen (15), Township Fourteen (14) South, Range Sixty [illegible] West of the 6th P.M. about nine hundred and fifteen (915) feet east of the south west corner thereof, where the present located line crosses the said boundary line, thence N [illegible] E. one hundred and sixty five (165) feet; thence N [illegible] E. two hundred (200) feet; thence N [illegible] E. two hundred and twenty five (225) feet; thence on a [illegible] curve to the left one hundred and seventy (170) feet; thence on a tangent N [illegible] E. three hundred and eighty (380) feet; thence on a [illegible] curve to the left [illegible] (110) feet; thence on a tangent N [illegible] E. five hundred and twenty four and eight tenths (524.8) to station fifty two plus ninety nine and eight tenths (52+99.8) of said pipe line. Also a tract of land for reservoir purposes beginning at said last named point; thence N 69° 30' W four hundred and ninety five and one tenth (495.1) feet; thence N [illegible] E about two hundred and fifty (250) feet to the north boundary line of said south west quarter (SW¼) of section fifteen (15); thence easterly along said north boundary line about five hundred and fifty (550) feet; thence South 20° 30' West parallel to the above mentioned pipe line and ten (10) feet from the same measured easterly at right angles to its center line about two hundred and ten (210) feet to a point opposite station fifty seven plus fifty (57+50) of said pipe line; thence S 69° 30' E ninety (90) feet; thence S [illegible] W four hundred and fifty (450) feet; thence N 69° 30' W one hundred and four and nine tenths (104.9) feet to the place of beginning. Said tract of land for reservoir purposes is granted to the party of the 2nd part only on condition that a reservoir be constructed on said tract within five (5) years from the date of the deed, otherwise the said tract shall revert to the party of the 1st part or heirs or assigns. Also a strip of land twenty (20) feet wide across the south one hundred (100) acres of the North west quarter (NW¼) of aforesaid Section Fifteen (15), the center line of which begins at a point on the west side of the same about five hundred and forty (540) feet north of the south west corner thereof, which point is station sixty nine plus fifty (69+50) of said pipe line; thence N 24° 15' E to one thousand and fifty five (1055) feet to the North boundary line of said tract.

Signed and delivered this 15th day of March A.D. 1892.

Frederick C. Zangmeyer
City of Colorado Springs
By J. F. McWilliams

Witness:
Geo. W. McClaren

Received at 2:16 o'clock P. M. AUG 5 1971
819443 HARRIET BEALS

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO 100/THS ($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor," hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee," do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit: over and across a portion of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, to wit:

1. The Northerly eighty (80) feet of the Northeast Quarter of the Northwest Quarter of said Section 23.

2. The Southerly fifty (50) feet of the Northerly eighty (80) feet of the Northeast Quarter of said Section 23, excepting the Easterly 205.40 feet thereof.

3. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.40 feet; thence angle left 90°00' Southerly, a distance of 30.00 feet to the true point of beginning of the tract herein described; thence angle left 90°00' Easterly and parallel to said Northerly line of said Section, a distance of 120.00 feet; thence angle right 90°00' Southerly a distance of 120.00 feet; thence angle right 90°00' Westerly a distance of 40.00 feet; thence angle left 90°00' Southerly, a distance of 99.30 feet; thence angle right 90°00' Westerly, a distance of 80.00 feet; thence angle right 90°00' Northerly, a distance of 219.30 feet to the point of beginning.

4. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.4 feet; thence S 1°38' E, a distance of 780.00 feet to the true point of beginning of the tract herein described; thence S 83°48' W, a distance of 40.00 feet; thence S 1°38' E, a distance of 120.00 feet; thence N 83°48' E, a distance of 40.00 feet; thence N 1°38' W, a distance of 120.00 feet to the point of beginning.

Over and across a portion of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado. Said Right of Way and Easement to be eighty (80) feet in width, forty (40) feet each side of a centerline described as follows:

5. Commencing at the Center of said Section 15; thence S 0°32'30" W, a distance of 462.10 feet along the North-South centerline of said Section 15; thence S 64°32'00" W, a distance of 550.34 feet; thence N 47°10'00" W a distance of 320.00 feet to the true point of beginning of said centerline; thence

S 47°10'00" E, a distance of 320.00 feet; thence S 79°38'00" E, 2903.00 feet, more or less, to a point lying 40.00 feet West of, and 50.00 feet North of, the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15; thence Southerly parallel to, and 40.00 feet distant from, the East line of Section 15, to intersect the South line of said Section 15 at a point 40.00 feet Westerly from the Southeast corner of said Section 15.

6. Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; thence Northerly along the East line of said Section 15, a distance of 10.00 feet to the true point of beginning of the tract herein described; thence continuing on last mentioned course 120.00 feet; thence angle left 90°00' Westerly, a distance of 120.00 feet; thence angle left 90°00' Southerly, a distance of 120.00 feet; thence angle left 90°00' Eastorly a distance of 120.00 feet to the point of beginning.

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

It is expressly understood and agreed that El Paso County reserves the right at any time to use the Northerly twenty (20) feet of that portion of the Right of Way granted herein described under Paragraph 2 above should the County at any time determine it is necessary for the widening of Gold Camp Road and that said twenty (20) feet may be used as part of said Gold Camp Road System.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 5th day of August, A.D. 1971.

EL PASO COUNTY SEAL COLORADO

ATTEST:

Clerk and Recorder

By Verna Feilner Deputy County Clerk

EL PASO COUNTY

By James R. Ross

Chairman of the Board of County Commissioners

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 5th day of August, 1971, by James R. Ross as Chairman of the Board of County Commissioners and Verna Feilner as Deputy Clerk and Recorder of El Paso County.

My Commission Expires:
September 3, 1971

NOTARY PUBLIC STATE OF COLORADO

Marcia N. Ingersoll
NOTARY PUBLIC

Received at 8:25 o'clock A M. SEP 19 1972 BOOK 2524 PAGE 147

Reception No. 919262 HARRIET BEALS

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF COLORADO SPRINGS, COLORADO, a Municipal Corporation of the State of Colorado, acting by and through T. EUGENE McCLEARY, Mayor and President of the City Council of said City, and duly appointed Commissioner to Convey, in consideration of TEN AND NO/100ths DOLLARS ($10.00) and other good and valuable consideration, does hereby grant the Quitclaim to ____ EL PASO COUNTY, COLORADO all rights and interests which the City of Colorado Springs, Colorado, may have for utility easements over the following described property situate in the County of El Paso, State of Colorado, to wit:

All of the following described portions of that Right of Way and Easement recorded in Book 2427 at Pages 26 and 27 under Reception Number 819443 of the records of El Paso County, Colorado.

STATE DOCUMENTARY
SEP 19 1972
FEE $ None

SEE ATTACHED DESCRIPTIONS

IN WITNESS WHEREOF, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized officer and Commissioner to Convey this 8th day of August, 1972.

CITY OF COLORADO SPRINGS

By: T. Eugene McCleary
T. EUGENE McCLEARY
Mayor and Commissioner to Convey

ATTEST:

R. B. Parker
R. B. PARKER
City Clerk

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 8th day of August, 1972 by T. EUGENE McCLEARY, Mayor and President of the City Council and Commissioner to Convey and R. B. PARKER, City Clerk of the City of Colorado Springs, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL

Thelma Fraser
Notary Public

My Commission Expires:
Feb. 13, 1974

DESCRIPTION

1. The Northerly eighty (80) feet of the Northeast quarter of the Northwest quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

2. Commencing at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; thence Northerly along the East line of said Section 15, a distance of 70.00 feet to the true point of beginning of the tract herein described; thence continuing on the last mentioned course, a distance of 120.00 feet; thence angle left 90° 00' Westerly, a distance of 120.00 feet; thence angle left 90° 00' Southerly, a distance of 120.00 feet; thence angle left 90° 00' Easterly, a distance of 120.00 feet to the point of beginning.

3. A strip of land eighty (80) feet in width lying forty (40) feet either side of the following described centerline Commencing at a point on the South line of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; said point being 40.00 feet Westerly from the Southeast corner of said Section 15; thence Northerly, parallel to and 40.00 feet distant from, the East line of said Section 15, to a point lying 40.00 feet West of and 50.00 feet North of, measured at right angles, the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 15; thence N 79° 38' 00" W, a distance of 525.40 feet.

Received at 10:20 o'clock A M. DEC 31 1973

Reception No. 41103 HARRIET BEALS

BOOK 2647 PAGE 213

QUIT-CLAIM DEED

This Indenture made this 28th day of December, 1973, between the County of El Paso, State of Colorado, party of the first part, and the El Paso County Park and Recreation District, of El Paso County, Colorado, party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration receipt of which is hereby acknowledged, does hereby release, remise, and quitclaim unto the party of the second part, its successors and assigns forever the following described real property situated in the County of El Paso and State of Colorado, to-wit:

Parcels 1 through 5 as described in Exhibit A attached hereto.

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed, sealed and delivered the day and year first above written.

No doc fee reqd

EL PASO COUNTY SEAL

ATTEST:

Harriet Beals
County Clerk

Chairman, Board of County Commissioners of El Paso County, Colorado

STATE DOCUMENTARY
DEC 31 1973
FEE $ none

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 28th day of December, 1973, by John B. Vaeth as Chairman of the Board of County Commissioners and by Harriet Beals as County Clerk.

My commission expires: March 2, 1976.

Verna M. Fielson
Notary Public

VERNA M. FIELSON NOTARY PUBLIC STATE OF COLORADO

Parcel No 1 BOOK 2647 PAGE 214

A portion of the S 1/2 of Sec. 15, T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the SE corner of said Sec. 15, run thence N0°-09'W along the East line thereof, a distance of 1766.70 feet to the intersection of the Southerly R.O.W. line of a county road known as Lower Gold Camp Road and the Southeasterly line of a perpetual Right of Way and Easement for electrical lines described in Book 2427 at Page 27, said Right of Way being modified by Quitclaim Deed recorded in Book 2524 at Page 147 and yet further modified by Right of Way Deed recorded in Book 2524 at Page 150; thence S63°-49'W along the SE line of said electrical R.O.W., a distance of 667.66 feet; thence N80°-52'-23"W along the Southerly line of said electrical R.O.W., a distance of 2553.71 feet, more or less, to intersect the Easterly R.O.W. line of a county road known as Bear Creek Road; thence S10°-27'-30"W along the Easterly right of way line thereof, a distance of 375.72 feet; thence S41°-15'W continuing along the Easterly right of way line of said Bear Creek Road, a distance of 1191.4 feet to the most Northerly corner of the tract heretofore conveyed to W. R. Nisler and Lelia M. Nisler and recorded in Book 1254 at Page 291; thence S41°-00'E, a distance of 150.0 feet; thence S40°-00'W, a distance of 85.0 feet; thence S45°-00'W, a distance of 122.0 feet; thence S49°-00'W, a distance of 748.8 feet to a point on the South line of said Sec. 15; thence N88°-12'-13"E along the South line thereof, a distance of 4588.75 feet, more or less, to the point of beginning, excepting therefrom all rights of way and easements of record.

Parcel No. 2

A portion of the SE 1/4 of the SW1/4 of Sec. 14, T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the SE corner of said SW1/4, run thence S89°-12'-39"W along the South line thereof, a distance of 109.30 feet to the Point of Beginning, said point being on the Westerly line of a perpetual Right of Way and Easement for electrical lines described in Right of Way Deed recorded in Book 2524 at Page 150; thence N0°-0'-35"E, along the Westerly line of said electrical R.O.W., a distance of 1250.0 feet, more or less; thence S89°-26'-30"W on a line 80 feet South of and parallel to the Northerly line of said SE1/4 of the SW1/4, a distance of 340.0 feet more or less, to a point 50 feet South of the Southerly Right of Way line of a county road known as the Lower Gold Camp Road; thence Westerly, parallel to and 50 feet South of the Southerly R.O.W. line of Lower Gold Camp Road, a distance of 905.0 feet, more or less, to intersect the West line of SE1/4 of the SW1/4 at a point 124.46 feet South of the NW corner thereof; thence S0°-35'-36"E along the West line thereof, a distance of 1209.29 feet to the SW corner of said SE1/4 of the SW1/4; thence N89°-12'-39"E along the South line of said Sec. 14, a distance of 1205.85 feet to the point of beginning, excepting therefrom all rights of way and easements of record.

Parcel No. 3

A portion of the E1/2 of the NW1/4 of Sec. 23, T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the NE corner of said NW1/4; thence S89°-12'-39"W, along the North line thereof, a distance of 179.30 feet to the Point of Beginning; thence continue S89°-12'-39"W along said North line, a distance of 1135.85 feet to the NW corner of the NE1/4 of said NW1/4; thence Southerly along the West line of the E1/2 of said NW1/4, a distance of 1484.94 feet, more or less, to the Northerly R.O.W. line of a county road known as Argus Blvd.; thence Easterly along said Northerly R.O.W. line, a distance of 1245.67 feet, more or less, to intersect the Westerly R.O.W. line of a county road known as 21st Street, said Westerly R.O.W. line being 70.0 feet West of the East line of said NW1/4; thence N1°-22'-46"W, a distance of 1078.73 feet along said Westerly R.O.W. line; thence N0°-6'-14"E, a distance of 293.0 feet, more or less, along said Westerly R.O.W. line to a point on the South line of a perpetual Right of Way and Easement for electrical lines, described by Right of Way Deed recorded in Book 2524 at Page 150; thence S89°-12'-39"W along said South line, a distance of 120.0 feet; thence N0°-6'-14"E, along the Westerly line thereof, a distance of 120.0 feet to the point of beginning, excepting therefrom all rights of way and easements of record.

Parcel No. 4 BOOK 2647 PAGE 217

A portion of Bear Creek Gardens Subdivision, El Paso County, Colorado, situated in the SE1/4 of the NW1/4 of Sec. 23, T14S, R67W of the 6th P.M., El Paso County, Colorado, to-wit:

Lots 5, 6, 7, 8, 9 and 10 and the Southerly 40 feet of lots 4 and 11, more particularly described as follows: Commencing at the SE corner of said NW1/4, run thence Westerly along the South line of the SE1/4 of the NW1/4, a distance of 70.0 feet to the Point of Beginning, said point being on the Westerly R.O.W. line of a county road known as 21st Street; thence continue Westerly along said South line, a distance of 1246.0 feet, more or less, to the SW corner of said SE1/4 of the NW1/4; thence Northerly along the West line of said SE1/4 of the NW1/4, said line being common with the Easterly boundry of Skyway Park Estates, a distance of 1030.00 feet to the Southerly R.O.W. line of a county road known as Argus Blvd.; thence Easterly along the Southerly R.O.W. line of said Argus Blvd., a distance of 1245.67 feet, more or less, to intersect the Westerly R.O.W. line of said 21st Street, said Westerly R.O.W. line being 70.0 feet Westerly of the East line of said SE1/4 of the NW1/4; thence S1°-22'-46"E, along the Westerly R.O.W. line, a distance of 1030.0 feet to the point of beginning, excepting therefrom rights of way and easements of record.

Parcel No 5

That portion of the NE1/4 of Sec. 23 in T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the NW corner of the NE1/4 of said Sec. 23, thence N88°-13'-14"E along the north line thereof, a distance of 10.0 feet; thence S1°-22'-46"E, a distance of 1000.00 feet to a point on the easterly R.O.W. line of a county road known as 21st Street, said point being the point of beginning; thence continue along said Easterly R.O.W. line, S1°-22'-46"E, a distance of 1621.59 feet to a point on the South line of said NE1/4, said point being 10.0 feet East of the SW corner thereof; thence N88°-24'-35"E along the South line thereof, a distance of 2605.83 feet to the SE corner of said NE1/4; thence N1°-38'W along the East line thereof, a distance of 1355.96 feet to the SE corner of that certain tract heretofore conveyed to the city of Colorado Springs, Colorado by virtue of deed recorded in Book 791 at Page 209; thence S83°-48'W, a distance of 325.4 feet to the SW corner of said city tract, thence N1°-38'W along the Westerly line of said city tract, a distance of 1219.24 feet to a point 80 feet South of the North line of said Section 23; thence S88°-13'-14"W, parallel to and 80 feet Southerly of the North line of said Sec. 23, a distance of 1270.20 feet; thence S1°-22'-46"E, a distance of 920.0 feet; thence S88°-13'-14"W, a distance of 1000.0 feet to the point of beginning, reserving an easement for a sewer line across and under the subject property, including access for repairs, maintenance and taps, and excepting therefrom all rights of way and easements of record.

ALL RECORDED DOCUMENTS REFERRED TO IN THIS DEED ARE TO BE FOUND IN THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO.

Free

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the CITY OF COLORADO SPRINGS, a home-ruled city incorporated under the laws of the State of Colorado and located in El Paso County, Colorado, (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and DAVID R. SELLON & COMPANY, a Colorado corporation, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quit claim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

Easement No. 1. A temporary construction easement 35 feet in width for the purposes of construction of an underground sanitary and underground storm sewer system, which easement shall become a 30 foot wide permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary and underground storm sewer, which easement is more particularly described on the attached legal descriptions identified as Legal Description No. 1 and Legal Description No. 3 incorporated herein by reference as though fully set forth.

Easement No. 2. A temporary construction easement 20 feet in width for the purposes of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary sewer which temporary and permanent easements are more particularly described in the attached legal description identified as Legal Description No. 4 incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purposes of all initial construction and shall terminate at the end of the construction period. The permanent easements granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

Easements granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns, provided however, that said easements shall terminate at any time upon their permanent abandonment or if construction does not commence and be completed within one (1) year from the date of this grant.

CONDITIONS

These easements are conditioned upon the CITY OF COLORADO SPRINGS providing all maintenance and repair of the underground sewer and underground storm sewer, which maintenance and repair will consist of revegetation of the easement areas. Except for emergency repairs, the CITY shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the CITY shall restore and revegetate the easement areas in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and DAVID R. SELLON dated of even date.

GRANTEE RIGHTS

The Grantee shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be approved by the BOARD OF COUNTY COMMISSIONERS or other designated representative of the BOARD in order to remove said obstructions.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee; to control and to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

3 14 85

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 7th day of March, 1985, by Terry R. Harris, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: _____.

(SEAL)

NANCY H. BLACKNEY NOTARY PUBLIC

_____
Notary Public

3 14 85

REVISED: November 27, 1984

LEGAL DESCRIPTION NO. 1

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2647 at Page 214 and Book 2781 at Page 133 of the El Paso County Records and located in the Northeast One-Quarter of Section 22 and the Southeast One-Quarter of Section 15, all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Northeast corner of Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records; thence S 00°35'30" (all bearings are relative to said subdivision plat), along the East line of said subdivision, a distance of 128.58 feet to the point of beginning of the easement herein described; thence N 77°14'23" E, a distance of 233.70 feet; thence N 39°00'04" E, a distance of 73.05 feet; thence N 10°55'21" W, a distance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; thence N 86°44'23" E, a distance of 244.26 feet to a point on the West line of that tract of land as described in Book 2113 at Page 393 of said County Records; thence S 00°57'09" E along said West line, a distance of 30.02 feet; thence S 86°44'23" W, a distance of 233.88 feet; thence S 52°45'11" W, a distance of 177.55 feet; thence S 10°55'21" E, a distance of 121.28 feet; thence S 39°00'04" W, a distance of 97.41 feet; thence S 77°14'23" W, a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; thence N 00°35'30" E along said Easterly line, a distance of 30.83 feet to the point of beginning. Said thirty foot wide easement contains 0.61 acres, more or less.

November 28, 1984

LEGAL DESCRIPTION NO. 3

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 281[illegible] at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Southwest corner of said Section 14, (also being the Southwest corner of that tract as described in Book 2113 at Page 393 of said County Records; thence N 00°57'09" W (all bearings used herein are relative to those in Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records), along the West line of said Section 14, a distance of 662.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; thence S 89°59'58" E along the North line of said tract, a distance of 664.7[illegible] feet to a boundary corner of said tract of land as described in Book 2781 at Page 133; thence S 00°14'00" E along the boundary of said tract, a distance of 179.80 feet to the point of beginning of the easement herein described; thence N 50°01'12" E, a distance of 187.15 feet; thence N 79°07'35" E, a distance of 306.63 feet; thence S 0°52'24" E, a distance of 30.00 feet; thence S 79°07'36" W, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to a point on the boundary line of said tract as described in Book 2781 at Page 133; thence N 00°14'00" W along said line, a distance of 39.02 feet to the point of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

3 14 85

November 30, 1984

BOOK 3983 PAGE 565

LEGAL DESCRIPTION NO. 4

20' WIDE SEWER EASEMENT ACROSS PARK PROPERTY:

A twenty (20.00) foot wide perpetual easement for the construction, maintenance and operation of sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2647 at Page 213 through 215 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also being the Southwest corner of that tract of land as described in Book 2113 at Page 393 of said County Records; thence along the West and North boundary of said tract the following two (2) courses: (1) thence N 00°57'09" along the West line of said Section 14, a distance of 662.73 feet; (2) thence S 89°59'58" E, a distance of 664.72 feet to a point on the Northerly boundary of that tract of land as described in Book 2781 at Page 133 of said County Records; thence continuing S 89°59'58" E along said Northerly boundary, a distance of 174.95 feet to the Northwest corner of that tract of land as described in Book 2815 at Page 737; thence S 00°01'11" W along the West line of said tract, a distance of 84.18 feet to a point on the Southerly line of a proposed thirty (30.00) foot wide drainage and sanitary sewer easement; thence N 79°07'36" E along said Southerly line, a distance of 115.09 feet to the point of beginning of the easement herein described; thence continuing N 79° 07'36" E along the last described course, a distance of 24.75 feet; thence S 46°58'15" E, a distance of 171.38 feet; thence S 77°53'27" E, a distance of 193.45 feet; thence S 68°41'03" E, a distance of 71.54 feet; thence N 73°54'57" E, a distance of 288.89 feet; thence S 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a distance of 283.66 feet to a point on the West line of that tract of land as described in Book 2524 at Page 150 of said County Records; thence S 00°34'19" W along said line, a distance of 24.37 feet; thence N 54° 35'26" W, a distance of 294.74 feet; thence N 70°46'07" W, a distance of 491.78 feet; thence S 73°54'57" W, a distance of 289.30 feet; thence N 68°41'03" W, a distance of 276.70 feet; thence N 77°53'27" W, a distance of 197.37 feet; thence N 46°58'15" W, a distance of 191.49 feet to the point of beginning. Said easement contains 0.79 acres, more or less.

01227723

1985 MAR 20 PM 1:26

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 5565 PAGE 321

18.00

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the CITY OF COLORADO SPRINGS, a home-ruled city incorporated under the laws of the State of Colorado and located in El Paso County, Colorado, (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and DAVID R. SELLON & COMPANY, a Colorado corporation, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quit claim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

Easement No. 1. A temporary construction easement 35 feet in width for the purposes of construction of an underground sanitary and underground storm sewer system, which easement shall become a 30 foot wide permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary and underground storm sewer, which easement is more particularly described on the attached legal descriptions identified as Legal Description No. 1 and Legal Description No. 3 incorporated herein by reference as though fully set forth.

Easement No. 2. A temporary construction easement 20 feet in width for the purposes of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary sewer which temporary and permanent easements are more particularly described in the attached legal description identified as Legal Description No. 4 incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purposes of all initial construction and shall terminate at the end of the construction period. The permanent easements granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

Easements granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns, provided however, that said easements shall terminate at any time upon their permanent abandonment or if construction does not commence and be completed within one (1) year from the date of this grant.

CONDITIONS

These easements are conditioned upon the CITY OF COLORADO SPRINGS providing all maintenance and repair of the underground sewer and underground storm sewer, which maintenance and repair will consist of revegetation of the easement areas. Except for emergency repairs, the CITY shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the CITY shall restore and revegetate the easement areas in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and DAVID R. SELLON dated of even date.

GRANTEE RIGHTS

The Grantee shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be approved by the BOARD OF COUNTY COMMISSIONERS or other designated representative of the BOARD in order to remove said obstructions.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee; to control and to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 7th day of March, 1985, by Terry R. Harris, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: December 28, 1988.

(SEAL)

Nancy H. Blackney
Notary Public

Approved as to Form:
Asst City Attorney

REVISED: November 27, 1984

LEGAL DESCRIPTION NO. 1

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2647 at Page 214 and Book 2781 at Page 133 of the El Paso County Records and located in the Northeast One-Quarter of Section 22 and the Southeast One-Quarter of Section 15, all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Northeast corner of Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records; thence S 00°35'30" (all bearings are relative to said subdivision plat), along the East line of said subdivision, a distance of 128.58 feet to the point of beginning of the easement herein described; thence N 77°14'23" E, a distance of 233.70 feet; thence N 39°00'04" E, a distance of 73.05 feet; thence N 10°55'21" W, a distance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; thence N 86°44'23" E, a distance of 244.26 feet to a point on the West line of that tract of land as described in Book 2113 at Page 393 of said County Records; thence S 00°57'09" E along said West line, a distance of 30.02 feet; thence S 86°44'23" W, a distance of 233.88 feet; thence S 52°45'11" W, a distance of 177.55 feet; thence S 10°55'21" E, a distance of 121.28 feet; thence S 39°00'04" W, a distance of 97.41 feet; thence S 77°14'23" W, a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; thence N 00°35'30" E along said Easterly line, a distance of 30.83 feet to the point of beginning. Said thirty foot wide easement contains 0.61 acres, more or less.

November 28, 1984

LEGAL DESCRIPTION NO. 3

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Southwest corner of said Section 14, (also being the Southwest corner of that tract as described in Book 2113 at Page 393 of said County Records; thence N 00°57'09" W (all bearings used herein are relative to those in Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records), along the West line of said Section 14, a distance of 662.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; thence S 89°59'58" E along the North line of said tract, a distance of 664.72 feet to a boundary corner of said tract of land as described in Book 2781 at Page 133; thence S 00°14'00" E along the boundary of said tract, a distance of 179.80 feet to the point of beginning of the easement herein described; thence N 50°01'12" E, a distance of 187.15 feet; thence N 79°07'36" E, a distance of 306.63 feet; thence [illegible]°52'24" E, a distance of 30.00 feet; thence S 79°07'36" W, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to a point on the boundary line of said tract as described in Book 2781 at Page [illegible]3; thence N 00°14'00" W along said line, a distance of 39.02 feet to the po[illegible] of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

LEGAL DESCRIPTION NO. 4

20' WIDE SEWER EASEMENT ACROSS PARK PROPERTY:

A twenty (20.00) foot wide perpetual easement for the construction, maintenance and operation of sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2647 at Page 213 through 215 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also being the Southwest corner of that tract of land as described in Book 2113 at Page 393 of said County Records; thence along the West and North boundary of said tract the following two (2) courses: (1) thence N 00°57'09" W along the West line of said Section 14, a distance of 662.73 feet; (2) thence S 89°59'58" E, a distance of 664.72 feet to a point on the Northerly boundary of that tract of land as described in Book 2781 at Page 133 of said County Records; thence continuing S 89°59'58" E along said Northerly boundary, a distance of 174.95 feet to the Northwest corner of that tract of land as described in Book 2815 at Page 737; thence S 00°01'11" W along the West line of said tract, a distance of 84.18 feet to a point on the Southerly line of a proposed thirty (30.00) foot wide drainage and sanitary sewer easement; thence N 79°07'36" E along said Southerly line, a distance of 115.09 feet to the point of beginning of the easement herein described; thence continuing N 79° 07'36" E along the last described course, a distance of 24.75 feet; thence S 46°58'15" E, a distance of 171.38 feet; thence S 77°53'27" E, a distance of 193.45 feet; thence S 68°41'03" E, a distance of 271.54 feet; thence N 73°54'57" E, a distance of 288.89 feet; thence S 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a distance of 283.66 feet to a point on the West line of that tract of land as described in Book 2524 at Page 150 of said County Records; thence S 00°34'19" W along said line, a distance of [illegible] 7 feet; thence N 54° 35'26" W, a distance of 294.74 feet; thence N 70°46'07" W, a distance of 491.78 feet; thence S 73°54'57" W, a distance of 289.30 feet; thence N 68°41'03" W, a distance of 276.70 feet; thence N 77°53'27" W, a distance of 197.37 feet; thence N 46°58'15" W, a distance of 191.49 feet to the point of beginning. Said easement contains 0.79 acres, more or less.

EXHIBIT B

1762, 1782, 1802 CREEK CROSSING
COLORADO SPRINGS, CO 80906

LEGAL DESCRIPTION (Ex B)

A CONSERVATION EASEMENT IN AND TO THAT PORTION OF THE NE1/4 OF SECTION 23 IN TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 88 DEGREES 13 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 10.0 FEET; THENCE SOUTH 1 DEGREE 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 1000.00 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF A COUNTY ROAD KNOWN AS 21ST STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY R.O.W. LINE, SOUTH 1 DEGREE 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 1621.59 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 10.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 24 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 2605.83 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 1 DEGREE 38 MINUTES WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1355.96 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT HERETOFORE CONVEYED TO THE CITY OF COLORADO SPRINGS, COLORADO BY VIRTUE OF DEED RECORDED JANUARY 18, 1927 IN BOOK 791 AT PAGE 209; THENCE SOUTH 83 DEGREES 48 MINUTES WEST, A DISTANCE OF 325.4 FEET TO THE SOUTHWEST CORNER OF SAID CITY TRACT, THENCE NORTH 1 DEGREE 38 MINUTES WEST ALONG THE WESTERLY LINE OF SAID CITY TRACT, A DISTANCE OF 1219.24 FEET TO A POINT 80 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 13 MINUTES 14 SECONDS WEST, PARALLEL TO AND 80 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 1270.20 FEET; THENCE SOUTH 1 DEGREE 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 920.0 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 14 SECONDS WEST, A DISTANCE OF 1000.0 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO, EXCEPT ANY PORTION THEREOF LYING WITHIN DEEDS RECORDED JANUARY 29, 1987 IN BOOK 5309 AT PAGE 1079 AND RECORDED JANUARY 11, 2005 AT RECEPTION NO. 205005121.

B-2 EXCEPTIONS (EXB)

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MARCH 12, 1874 IN BOOK K AT PAGE 111.

9. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 29, 1954, IN BOOK 1455 AT PAGE 492.

10. RIGHT OF WAY EASEMENT AS GRANTED TO SKYWAY PARK, INC. IN INSTRUMENT RECORDED JULY 29, 1963, IN BOOK 1967 AT PAGE 852.

11. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1966, IN BOOK 2142 AT PAGE 824.

12. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1971, IN BOOK 2427 AT PAGE 26.

13. RIGHT OF WAY FOR ROAD AS CONTAINED IN DEED RECORDED SEPTEMBER 12, 1972 IN BOOK 2522 AT PAGE 431.

14. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED DECEMBER 12, 1973, IN BOOK 2621 AT PAGE 364.

15. RESERVATIONS AS CONTAINED IN QUIT-CLAIM DEED RECORDED DECEMBER 31, 1973 IN BOOK 2647 AT PAGE 213.

16. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE ANNEXING TO THE CITY OF COLORADO SPRINGS RECORDED DECEMBER 28, 1978 IN BOOK 3124 AT PAGE 387. ANNEXATION MAP IN CONJUNCTION THEREWITH RECORDED DECEMBER 28, 1978 IN BOOK 3124 AT PAGE 392.

17. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED OCTOBER 20, 1986, IN BOOK 5255 AT PAGE 1357.

18. RIGHT OF WAY EASEMENT AS GRANTED TO STATE OF COLORADO, DEPARTMENT OF INSTITUTIONS IN INSTRUMENT RECORDED SEPTEMBER 28, 1988, IN BOOK 5558 AT PAGE 1262.

19. RIGHT OF WAY EASEMENT AS GRANTED TO STATE OF COLORADO, DEPARTMENT OF INSTITUTIONS IN INSTRUMENT RECORDED SEPTEMBER 28, 1988, IN BOOK 5558 AT PAGE 1270.

20. RIGHT OF WAY EASEMENT AS GRANTED TO STATE OF COLORADO, DEPARTMENT OF INSTITUTIONS IN INSTRUMENT RECORDED SEPTEMBER 28, 1988, IN BOOK 5558 AT PAGE 1277.

21. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 11-239 RECORDED JULY 22, 2011 AT RECEPTION NO. 211070651.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN REVOCABLE NON-EXCLUSIVE EASEMENT FOR USE OF COUNTY PROPERTY FOR THE BENEFIT OF A BEAR CREEK PARK INTAKE AND PUMP STATION FACILITY RECORDED AUGUST 15, 2011 UNDER RECEPTION NO. 211078691.

23. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 13-168 RECORDED APRIL 17, 2013 AT RECEPTION NO. 213049652.

24. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAR CREEK AS THE SAME MAY COURSE THROUGH THE SUBJECT PREMISES AS EVIDENCED BY EL PASO COUNTY ASSESSOR"S MAP.

25. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE CONSERVATION EASEMENT FROM THE EL PASO COUNTY PARK AND RECREATION DISTRICT, OF EL PASO COUNTY, COLORADO TO THE PALMER LAND TRUST RECORDED Dec. 22, 2014 AT RECEPTION NO. 214117456.

[illegible] hand [illegible] and [illegible] the day and year first above written.
[illegible]
Attest [illegible]
[illegible] Pres (Seal)
[illegible] Sec (Seal)

[illegible]
[illegible] personally [illegible]
[illegible] A.D. 1873.
[illegible]
[illegible] P [illegible]

[illegible]

[illegible] Patent

[illegible] United States of America
[illegible] to all to whom these presents shall come, Greeting:
[illegible] of the General Land Office of the [illegible] the said Office [illegible]
[illegible] containing [illegible] of the same [illegible] the United States of America [illegible] the General Land Office [illegible]

[illegible] U. S. [illegible]
[illegible] Recorder of the General Land Office

United States
to
[illegible] A. [illegible]
Patent
[illegible] March 15th 187[illegible]
[illegible]

[illegible] 16,1841 [illegible] United States of America,
[illegible] to all to whom these presents shall come, Greeting:
[illegible] A. [illegible] of the [illegible] the said Office [illegible] appears that [illegible] by the said Henia A. Noble

[illegible] Township [illegible] acres, according [illegible] in consideration of the premises and in [illegible] Hold the same [illegible] in the year of our Lord one thousand eight hundred and [illegible] the [illegible]

[illegible] in the year [illegible] and of the Independence of the United States the Ninety-eighth.

[illegible] By the President, M. D. [illegible]
[illegible] Secretary

Recorded Vol. 3 Page 120 [illegible] Land Co. [illegible]

[illegible]

[illegible] 5,000,000
[illegible] 4,000,000
[illegible] 4,000,000

[illegible] President

[illegible] Directors

[illegible]
[illegible]
[illegible]
[illegible]

Trustees

Subscribed and sworn to before me [illegible] this 15th day of [illegible] A.D. 1874.

[illegible] Notary Public

Presidential Succession [illegible] Colorado this [illegible] day and year first above written.

Colorado City Colo. [illegible] Pres. (Seal)

Attest: Alfred [illegible] Secretary [illegible] Secy. (Seal)

Territory of Colorado } ss.
County of El Paso } [illegible] Notary Public [illegible] the Colorado City Land Company [illegible] President and [illegible] Secretary of said Company who are personally known to me to be the [illegible] and acknowledged to me that they executed the same [illegible] appeared [illegible] the said instrument of writing [illegible] for the purposes therein set forth.

[illegible] this [illegible] day of [illegible] A.D. 1873.

[illegible]

[illegible] Notary Public

United States
to
Thomas Atwood
Patent
filed for record at 9 o'clock A.M.
March 12th 1874
[illegible]

[illegible] } The United States of America.
No. [illegible] } To all to whom these presents shall come, Greeting:

[illegible] that pursuant to [illegible] May 1862 [illegible] the public domain and the acts [illegible] Thomas C. White [illegible] the North East Quarter of the [illegible] containing [illegible] acres according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General: Now know ye, that there is granted by the United States unto the said Thomas C. White the tract of land above described: To have and to hold the said tract of land with the appurtenances thereof unto the said Thomas C. White and to his heirs and assigns forever.

[illegible] Ulysses S. Grant President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be affixed.

Given under my hand at the City of Washington, the ninth day of October in the year of our Lord one thousand eight hundred and [illegible] and of the Independence of the United States the ninety-[illegible].

By the President: U. S. Grant

[illegible] of the General Land Office } By [illegible] Secretary

Recorded Vol. [illegible] Page [illegible] } [illegible] Register of the General Land Office

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United States
to
Horace A. Bowles
Patent
filed for record at 9 o'clock A.M.
March 13th 1874
[illegible]

[illegible] } The United States of America.
No. 1391 } To all to whom these presents shall come, Greeting:

Whereas Horace A. Bowles of Arapahoe County, Colorado Territory has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver City, Colorado [illegible]

[illegible]

24th of April 1820, entitled "An Act making further provision for the sale of the Public Lands" for the South West quarter of Section Twenty Nine, in Township Thirteen South of Range Twelve West in the District of lands subject to sale at Huntsville, Alabama, containing one hundred and sixty acres according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General, which said tract was purchased by the said Hiram A. Scott. Now know ye that the United States of America, in consideration of the premises, and in conformity with the provisions of the act of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Hiram A. Scott and to his heirs, the said tract of land above described: To have and to hold the said tract of land with the appurtenances, unto the said Hiram A. Scott and to his heirs forever. In testimony whereof, I, James K. Polk, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, this 15th day of December, in the year of our Lord one thousand eight hundred and forty, and of the Independence of the United States the sixty-fifth.

By the President: J. K. Polk

By J. P. Pearson, Sec'y

Recorded Vol. 5 pg 120 — Note for Records of the General Land Office

[illegible] Commissioner's Office

[illegible] Recorded Patent No. 5 pg 124

[illegible]

[illegible] 5.00000

[illegible] 11.50000

[illegible] 11.50000

[illegible] President

[illegible] Jackson, Secretary

Jno. [illegible], Peter [illegible], [illegible], A. A. Reid } Directors

Delivered to the within named H. A. Jackson this 15th day of January A.D. 1844.

Matt Frazier, Deputy Sheriff

Recorded Dec 3

[illegible] 1820 [illegible] with the Act [illegible] of [illegible] Dollars [illegible] subject to sale at [illegible] according to the official plat of the survey of the said lands [illegible] by the said [illegible] in consideration of the premises [illegible] Have given and granted [illegible] and to its successors [illegible] To have and to hold [illegible] with all the rights, privileges, immunities, and appurtenances of whatsoever nature [illegible] In testimony whereof I, U. S. Grant, President of the United States [illegible] made patent and the seal of the General Land Office to be hereunto affixed.

Given under my hand [illegible] day of November in the year of our Lord one thousand eight hundred and seventy [illegible] and of the Independence of the United States the [illegible]

[illegible] By the President U. S. Grant
[illegible] Secty

Recorded Vol. 3 Page 120. [illegible] General Land Office

[illegible]
[illegible] 1874 [illegible]

[illegible] 1873

[illegible] $[illegible]
[illegible] [illegible]
[illegible] [illegible]

[illegible] President

[illegible] Secretary

[illegible] Directors

Subscribed and sworn to before me [illegible] this 15th day of January A.D. 1874.
[illegible] Seal

[illegible]
Notary Public

BOOK 1455 PAGE 492

Received September 29, 1954 at 10:21 A.M.
Reception No. 936896 Charles Ozias Recorder

GRANT OF RIGHT-OF-WAY

RECEIVED of the City of Colorado Springs the sum of ONE AND NO 100THS

($1.00) Dollars, in consideration of which the undersigned hereby grants to the City of Colorado Springs, its successors and assigns, a perpetual right-of-way and easement for the laying, construction and maintenance of (1) electric line, including necessary poles, wires and fixtures, guys and anchors, (2) pipe line for water, gas or sewage, together with necessary fixtures and attachments, over and across East 5 feet of NE 1/4 Section 23, Township 14 South, Range 67 West, El Paso County, State of Colorado

said line to be constructed as nearly as may be along the following described center line:

together with the right to enter upon said property for the purpose of making repairs and replacements to said line. Said line to be constructed in such a way as to interfere to the least extent possible with the use of the surface of said property, with the understanding that the City will reimburse the owner for any damages caused by an entry upon the above described property for the purpose of repairing or maintaining said line.

In Witness Whereof, the undersigned have hereunto set by its representative, its hand and seal this 19th day of July, A.D. 19 54.

Witness:

COUNTY OF EL PASO,
STATE OF COLORADO

By: F. H. Monk, Chairman, (Seal)

(Seal)

(Seal)

State of Colorado, } ss.
County of El Paso,

The above and foregoing instrument was acknowledged before me by F. H. MONK, CHAIRMAN Board of County Commissioners, El Paso County, Colorado this 28th day of September, A. D. 19 54.

Witness my notarial seal.

Jack A. McCullough Notary Public

My commission expires
April 21, 1956

936896

STATE OF COLORADO }
COUNTY OF EL PASO }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 10:21 O'CLOCK A.M. SEP 29 1954 AND DULY RECORDED IN BOOK 1455 PAGE 492
CHARLES OZIAS RECORDER
BY Charles Ozias DEPUTY
FEES: 1.00

Received at 2:40 o'clock P. M. JUL 29 1963
Reception No. 209741 HARRIET BEAN
RIGHT-OF-WAY DEED

BOOK 1967 PAGE 852

THIS DEED, Made this 7th day of July, in the year of our Lord one thousand nine hundred and sixty-three, between EL PASO COUNTY, an organized County within the State of Colorado, of the first part, and SKYWAY PARK, INC. a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has sold, conveyed and Quit-Claimed, and by these presents does sell, convey and Quit-Claim unto the said party of the second part, its successors and assigns, For the Purpose of Maintaining Thereon a Sanitary Sewer , all the following described land situate, lying and being in the County of El Paso and State of Colorado, to-wit:

A tract of land 20 feet wide lying 10 feet each side of the following described line situate in NE¼ Section 23, Township 14 South, Range 67 West of the 6th P.M. and described as follows: Commencing at the SW corner of the NE¼ Section 23, Township 14 South, Range 67 West of the 6th P.M.; thence Easterly on the South line of said NE¼ a distance of 264.84 feet, thence angle left 92°31' Northeasterly a distance of 280 feet.

TO HAVE AND TO HOLD THE SAME, and all the estate, right, title and interest of the said party of the first part, for the uses and purposes hereinabove specified.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

EL PASO COUNTY

By Keith D. McBurney
Commissioner to Convey

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

I do hereby certify that Keith D. McBurney, personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing deed as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 25th day of July, 1963.

My commission expires: 9-21-63

Notary Public

Received at 4:40 o'clock A.M. Aug. 5, 1966
Reception No. 493198 HARRIET HEALY

BOOK 2142 PAGE 824

GRANT OF RIGHT OF WAY

RECEIVED of the City of Colorado Springs the sum of TEN AND NO/100THS

($ 10.00) Dollars, in consideration of which the undersigned hereby grants to the City of Colorado Springs, its successors and assigns, a perpetual right of way and easement for the construction, maintenance and operation of electrical lines, including necessary poles, ~~guy anchors~~ wires, guys, anchors and fixtures, vaults, pipelines for water, gas or sewage, together with necessary fixtures and attachments, over, under and across a portion of the South-half of Section 14 and the Northeast quarter of Section 23 all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said Right of Way and Easement to be ten (10) feet in width five (5) feet on each side of a centerline, unless otherwise designated, described as follows:

Commencing at the Southeast corner of said Section 14; thence Southerly along the East line of said Section 14 extended Southerly a distance of 65 feet to the true point of beginning of Right of Way and Easement centerline; thence angle right Westerly parallel to the South line of said Section 14 and the North line of said Section 23 a distance of 2586 feet; thence angle right 06°20' a distance of 255 feet; thence angle right 14°15' a distance of 753 feet; thence angle right 08°28' a distance of 425 feet to terminus of Right of Way and Easement centerline.

There shall be anchor guy Right of Way and Easements, 5 feet in width and 30 feet in length extending Southerly from the aforementioned angle points of 14°15' and 08°28'.

Excepting from the above that portion contained within dedicated roads or streets.

together with the right to enter upon said property for the purpose of making repairs and replacements to said lines.

And also hereby grant unto said grantee, the right to trim any trees which may interfere with the construction and operation of said electrical lines, also the right to permit the attachment of wires and fixtures of any other company to said poles ~~as cover~~ for telephone service.

It is understood that the City will reimburse the owner for any damages caused by an entry upon the above described property for the purpose of installing, repairing or maintaining said installations.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 4th day of August, A.D. 19 66

ATTEST:

Norman C. Foote
Chief Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

Keith D. McBurney, (SEAL)
Chairman

Rodger M. Fay, (SEAL)
Commissioner

C. H. Bickley, (SEAL)
Commissioner

_____, (SEAL)

State of Colorado,)
County of El Paso,) ss.

The foregoing instrument was acknowledged before me this 4th day of August, 19 66, by Keith D. McBurney, Chairman of the Board of County Commissioners; Rodger M. Fay, Commissioner and C. H. Bickley, Commissioner, and Norman C. Foote, Chief Deputy County Clerk.

My commission expires 9-6-67

NOTARY PUBLIC

Witness my hand and notary seal.

Received at 8:16 o'clock P M. AUG 5 1971

819143 HARRIET BEALS

BOOK 2427 PAGE 26

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO 100/THS ($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor," hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee," do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit: over and across a portion of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, to wit:

1. The Northerly eighty (80) feet of the Northeast Quarter of the Northwest Quarter of said Section 23.

2. The Southerly fifty (50) feet of the Northerly eighty (80) feet of the Northeast Quarter of said Section 23, excepting the Easterly 205.40 feet thereof.

3. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.40 feet; thence angle left 90°00' Southerly, a distance of 30.00 feet to the true point of beginning of the tract herein described; thence angle left 90°00' Easterly and parallel to said Northerly line of said Section, a distance of 120.00 feet; thence angle right 90°00' Southerly a distance of 120.00 feet; thence angle right 90°00' Westerly a distance of 40.00 feet; thence angle left 90°00' Southerly, a distance of 99.30 feet; thence angle right 90°00' Westerly, a distance of 80.00 feet; thence angle right 90°00' Northerly, a distance of 219.30 feet to the point of beginning.

4. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.4 feet; thence S 1°38' E, a distance of 780.00 feet to the true point of beginning of the tract herein described; thence S 83°48' W, a distance of 40.00 feet; thence S 1°38' E, a distance of 120.00 feet; thence N 83°48' E, a distance of 40.00 feet; thence N 1°38' W, a distance of 120.00 feet to the point of beginning.

Over and across a portion of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado. Said Right of Way and Easement to be eighty (80) feet in width, forty (40) feet each side of a centerline described as follows:

5. Commencing at the Center of said Section 15; thence S 0°32'30" W, a distance of 462.10 feet along the North-South centerline of said Section 15; thence S 64°32'00" W, a distance of 550.34 feet; thence N 47°10'00" W a distance of 320.00 feet to the true point of beginning of said centerline; thence

S 47°10'00" E, a distance of 320.00 feet; thence S 79°38'00" E, 2903.00 feet, more or less, to a point lying 40.00 feet West of, and 50.00 feet North of, the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15; thence Southerly parallel to, and 40.00 feet distant from, the East line of Section 15, to intersect the South line of said Section 15 at a point 40.00 feet Westerly from the Southeast corner of said Section 15.

6. Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; thence Northerly along the East line of said Section 15, a distance of 10.00 feet to the true point of beginning of the tract herein described; thence continuing on last mentioned course 120.00 feet; thence angle left 90°00' Westerly, a distance of 120.00 feet; thence angle left 90°00' Southerly, a distance of 120.00 feet; thence angle left 90°00' Easterly a distance of 120.00 feet to the point of beginning.

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

It is expressly understood and agreed that El Paso County reserves the right at any time to use the Northerly twenty (20) feet of that portion of the Right of Way granted herein described under Paragraph 2 above should the County at any time determine it is necessary for the widening of Gold Camp Road and that said twenty (20) feet may be used as part of said Gold Camp Road System.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 5th day of August, A.D. 1971.

EL PASO COUNTY SEAL COLORADO

ATTEST:

Clerk and Recorder

By Verna Fellner Deputy County Clerk

EL PASO COUNTY

By James R. Ross

Chairman of the Board of County Commissioners

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 5th day of August, 1971, by James R. Ross as Chairman of the Board of County Commissioners and Verna Fellner as Deputy Clerk and Recorder of El Paso County.

My Commission Expires:
September 7, 1971

NOTARY PUBLIC STATE OF COLORADO

James N. Ingram
NOTARY PUBLIC

Received at 12:15 o'clock P M. SEP 12 1973
Reception No. 14946 MARNIET BEALS

BOOK 2621 PAGE 364

1973

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100ths DOLLARS ($1.00), in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", do hereby grant, sell, and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of sewer lines, including necessary pipes, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

Under and across a portion of the Northeast one-quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said easement to be thirty (30) feet in width, fifteen (15) feet each side of the following described centerline:

Commencing at the Northeast corner of said Section 23; (all bearings used in this description are relative to the North line of the Northwest one-quarter of section 24 which was assumed to be N 89°56'57" E); thence S 25°19'42" W, 753.95 feet to the point of beginning of the said center line to be described: Thence N 88°15'39" W, 275.76 feet to the terminus of this centerline description, said point being an existing manhole which lies S 41°37'37" W, 900.49 feet from the said Northeast corner of Section 23.

Together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary. It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance, and operations of said lines.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal, this 31 day of August, A.D. 1973.

EL PASO COUNTY

By John B. Vaeth
Chairman of the Board of County Commissioners and Commissioner to Convoy

SEAL

Verna Feilner
Deputy Clerk and Recorder

STATE OF COLORADO)
ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 31 day of August, 1973, by John B. Vaeth, as Chairman of the Board of County Commissioners and Verna Feilner, as Deputy Clerk and Recorder of El Paso County.

Anne Barrett
NOTARY PUBLIC

My Commission Expires: 10-4-73

ANNEXATION MAP

SOUTHWEST ANNEXATION

TO THE CITY OF COLORADO

EL PASO COUNTY, COLO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, THE CITY OF COLORADO SPRINGS, HAVING ANNEXED THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE THAT THE ATTACHED MAP CORRECTLY SHOWS THE BOUNDARIES OF THE REAL PROPERTY TO BE ANNEXED, AND THAT SAID ANNEXATION MAP SHOWS CORRECTLY THE RELATIONSHIP OF SAID TRACT OF LAND TO THE ESTABLISHED LIMITS OF THE CITY OF COLORADO SPRINGS, COLORADO, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS

TO WIT:

A TRACT OF LAND IN TOWNSHIPS 14 AND 15 SOUTH, RANGES 66 AND 67 WEST OF THE 6TH PRINCIPAL M.P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT [illegible] LINE OF FAIRVIEW ADDITION TO THE CITY OF COLORADO SPRINGS AS ANNEXED TO THE CITY OF COLORADO SPRINGS [illegible] 1966, SAID POINT [illegible] WEST RIGHT-OF-WAY LINE OF A PUBLIC ROAD BEING THE EXTENSION OF 20TH STREET, THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ITS EXTENSION AS THE WESTERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD COMMONLY KNOWN AS [illegible] TO ITS INTERSECTION WITH THE WEST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SECTION 22, SAID CORNER BEING ALSO THE SOUTHEAST CORNER OF THE NORTHEAST [illegible] OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST [illegible] TO THE SOUTHWEST CORNER OF THE SOUTHEAST [illegible] OF THE NORTHEAST [illegible] OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST [illegible] OF THE SOUTHEAST [illegible] OF SAID SECTION 21 TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST [illegible] OF THE SOUTHEAST [illegible], TO THE SOUTHEAST CORNER THEREOF, SAID POINT BEING ON THE WEST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE [illegible] ALONG THE WEST LINE OF SECTION 22 AND THE WEST LINE OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 67 WEST TO THE SOUTHWEST CORNER OF THE NORTHWEST [illegible] OF SAID SECTION 27; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF THE SOUTHWEST [illegible] OF THE SOUTHEAST [illegible] OF SAID SECTION 27 SAID POINT BEING ALSO THE NORTHWEST CORNER OF THE NORTHWEST [illegible] OF THE NORTHEAST [illegible] OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE SOUTHEASTERLY ALONG A DIAGONAL LINE TO ITS POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF THE NORTHEAST [illegible] OF THE SOUTHEAST [illegible] OF SAID SECTION 34, SAID POINT BEING ALSO THE NORTHWEST CORNER OF THE SOUTHWEST [illegible] OF THE SOUTHWEST [illegible] OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE SOUTHEASTERLY ALONG A DIAGONAL LINE TO ITS POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SAID SOUTHWEST [illegible] OF THE SOUTHWEST [illegible] OF SECTION 35, SAID POINT BEING ALSO THE NORTHWEST CORNER OF THE NORTHEAST [illegible] OF THE NORTHWEST [illegible] OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 67 WEST; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST [illegible] OF THE NORTHWEST [illegible] OF SECTION 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD KNOWN AS "OLD STAGE ROAD"; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE OLD STAGE ROAD AND THE SOUTHERLY RIGHT-OF-WAY OF CHEYENNE MOUNTAIN BOULEVARD UNTIL IT INTERSECTS THE SOUTHERLY LINE OF MARLAND ROAD IN THE SOUTH [illegible] OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MARLAND ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF MARLAND ROAD WHICH RUNS IN A SOUTHERLY DIRECTION, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 893, PAGE 69 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MARLAND ROAD TO ITS INTERSECTION WITH THE SOUTHWEST CORNER OF SAID TRACT RECORDED IN BOOK 893, PAGE 69; THENCE SOUTHEASTERLY ALONG A BEARING OF SOUTH 38°49' EAST A DISTANCE OF 582.82 FEET TO A POINT OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 65.0 FEET, A DISTANCE OF 51.24 FEET; THENCE NORTHEASTERLY TANGENT TO THE AFORESAID CURVE A DISTANCE OF 133.46 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF LOT 41, PORTY-FIVE RUNNYMEDE SUBDIVISION AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION EXTENDED EASTERLY A DISTANCE OF 1[illegible] 53 FEET TO ITS POINT OF INTERSECTION WITH THE EXISTING CORPORATE BOUNDARY LINE OF THE CITY OF COLORADO SPRINGS AS ANNEXED UNDER GATES ADDITION NO. 1[illegible] TO THE CITY OF COLORADO SPRINGS; THENCE CONTINUING IN A NORTHERLY DIRECTION ALONG ALONG THE EXISTING CORPORATE BOUNDARIES OF THE CITY OF COLORADO SPRINGS UNTIL IT INTERSECTS WITH THE POINT OF BEGINNING, EXCLUDING THOSE ALL EASTERLY [illegible] CALVERT HEIGHTS ADDITION, COLORADO CITY AND CALVERT HEIGHTS ADDITION, CALVERT HEIGHTS ADDITION NO. 2 AND CROSSTOWN [illegible] ADDITION NO. 1, ALL OF WHICH HAVE BEEN ANNEXED TO THE CITY OF COLORADO SPRINGS SINCE OCTOBER OF 1976.

DONE PURSUANT

COLORADO, OF T

ATTEST

STATE OF COLO

COUNTY OF EL

THE ABOVE AND

LAWRENCE L. [illegible]

STATE OF COLO

COUNTY OF EL

I HEREBY CERT

FEE: $ [illegible]

THE UNDERSIGN

ACCURATELY SH

ANNEXATION MAP

NEXATION AREA ADDITION
ITY OF COLORADO SPRINGS,
ASO COUNTY, COLORADO.

BY DECLARE
MAP SHOWS
ASO, SAID

Y, COLORADO,
ITY OF COLORADO
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SE 67 WEST
EAST 1/4 OF SAID
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2 FROM THE WEST
1/4 OF SAID
THE SOUTHEAST
EAST 1/4 OF SECTION
T-THE SOUTHEAST
HE SOUTHWEST
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S. THE NORTHWEST
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DONE PURSUANT TO ORDINANCE NO. 78-219 MADE AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, ON THE 12TH DAY OF FEBRUARY, 1978 A.D.

ATTEST: R. E. Parker
CITY CLERK

MAYOR

STATE OF COLORADO
COUNTY OF EL PASO } SS

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF December, 1978 A.D., BY LAWRENCE E. KOHS AS MAYOR AND STUART E. PEARLER AS CITY CLERK OF THE CITY OF COLORADO SPRINGS, COLORADO.
WITNESS MY HAND AND OFFICIAL SEAL

Bernadette E. Stutz
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-8-79

STATE OF COLORADO
COUNTY OF EL PASO } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 12:15 O'CLOCK P. ON THE 28th DAY OF December, 1978 A.D. AND IS DULY RECORDED IN BOOK 3124 AT PAGE 392, RECEPTION NUMBER [illegible]

FEES: 20.00

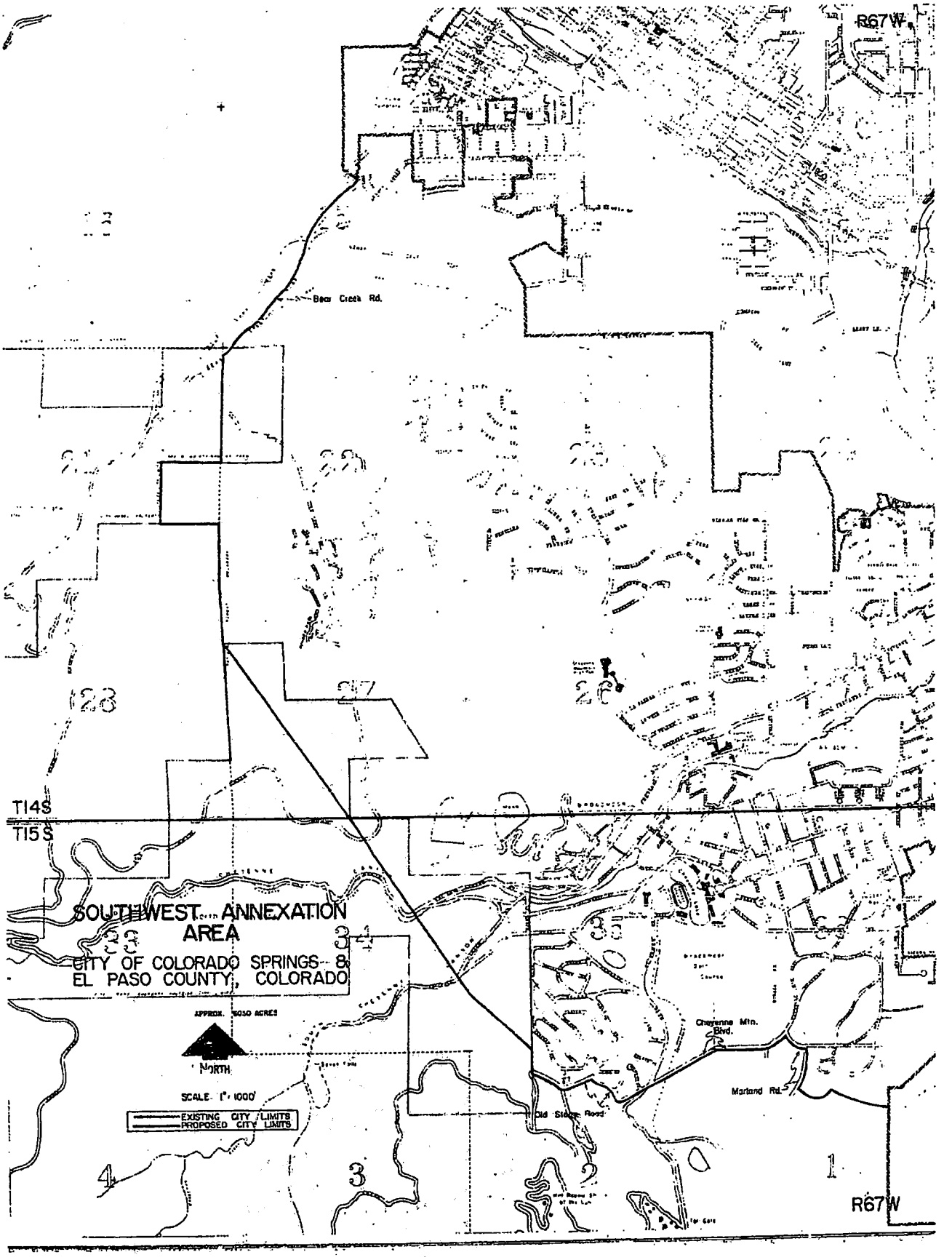
Kissie Buck
COUNTY CLERK & RECORDER

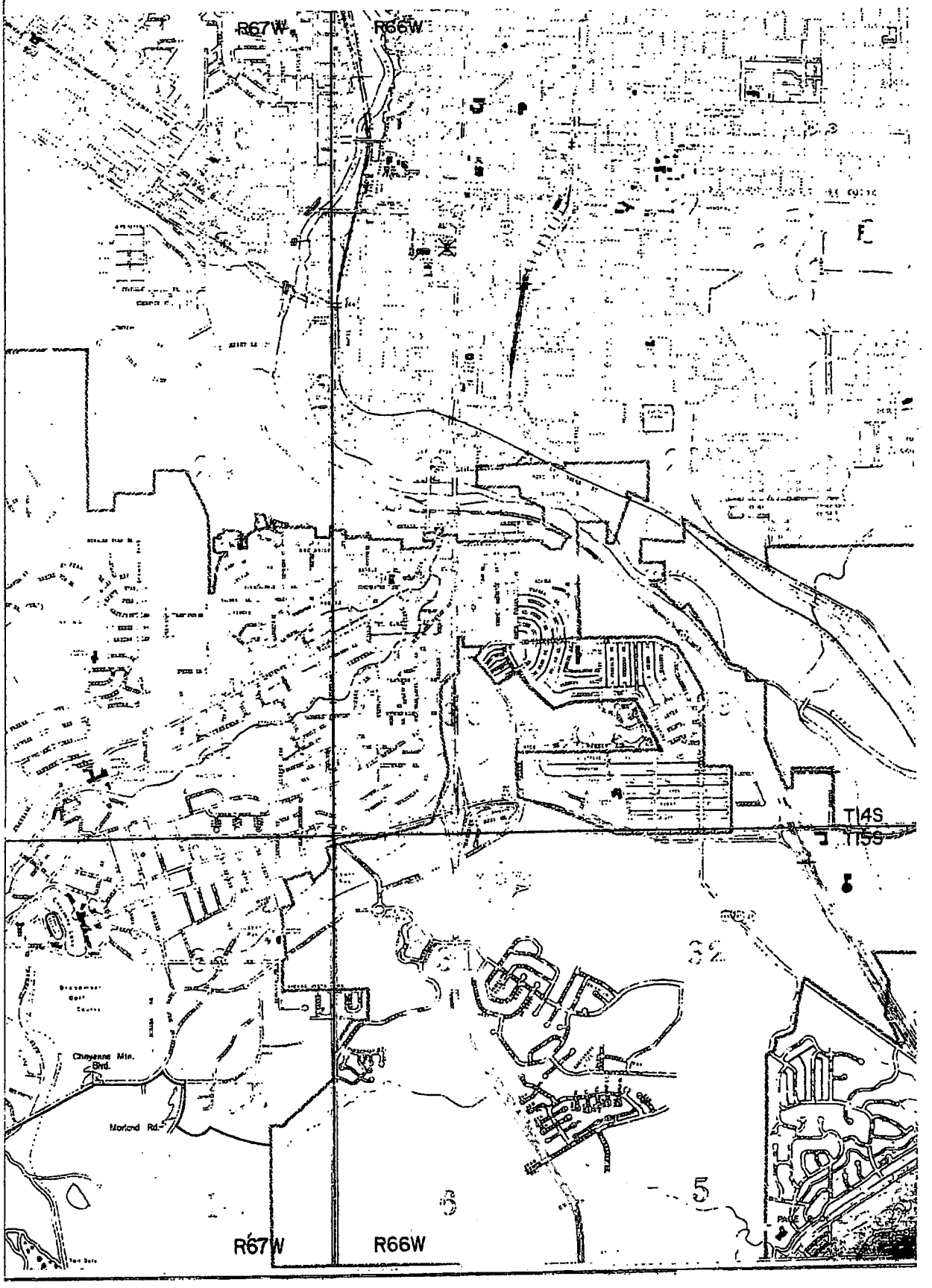
BY: Dorothy Raymond
DEPUTY

THE UNDERSIGNED HEREBY CERTIFIES THAT THE MAP ATTACHED HERETO WAS COMPILED AND DRAWN UNDER HIS SUPERVISION AND THAT SAID MAP ACCURATELY SHOWS THE DESCRIBED TRACT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

Donald R. Williams
REGISTERED LAND SURVEYOR AND CITY ENGINEER
OF THE CITY OF COLORADO SPRINGS, COLORADO

DATE: Dec. 27, 1978


R67W
Bear Creek Rd.
T14S
T15S
SOUTHWEST ANNEXATION
AREA
CITY OF COLORADO SPRINGS
EL PASO COUNTY, COLORADO
APPROX. 6050 ACRES
NORTH
SCALE 1" = 1000'
EXISTING CITY LIMITS
PROPOSED CITY LIMITS
Cheyenne Mtn.
Blvd.
Marland Rd.
Old Stage Road
R67W


R67W
R66W
T14S
T15S
Cheyenne Mtn. Blvd.
Morland Rd.
R67W
R66W

01469309 1986 OCT 20 AM 11:58 BOOK 5255 PAGE 1357

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

Free

1986

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 20th day of October, 1986, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the CITY OF COLORADO SPRINGS, a home-ruled city incorporated under the laws of the State of Colorado and located in El Paso County, Colorado, (hereinafter "Grantee".)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and SCURR MESSENGER LUNDQUIST & ASSOICATES, an Arizona General Partnership, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quit claim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

Easements A temporary construction easement 50 feet in width for the purpose of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, repair and replacement of an underground sanitary sewer, which temporary and permanent easements are more particularly described in the attached legal description identified as Attachment A incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purpose of initial construction and shall terminate at the end of the construction period. The permanent easements granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and mairtenance.

DURATION OF EASEMENT

The permanent easement granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns, provided however, that said easement shall terminate at any time upon their permanent abandonment; or if construction does not commence and be completed within one (1) year from the date of this grant, the COUNTY, without recourse of the applicant and/or the CITY, may vacate the easement.

The temporary easement granted herein shall be in effect for one year (1) following the date of approval of this document.

CONDITIONS

These easements are conditioned upon the CITY OF COLORADO SPRINGS providing all maintenance and repair of the underground sewer, which maintenance and repair will consist of revegetation of the easement area. Except for emergency repairs, the CITY shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the CITY shall restore and revegetate the easement area in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and SCURR MESSENGER LUNDQUIST & ASSOICATES dated of even date.

GRANTEE RIGHTS

The Grantee shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be approved by the COUNTY PARK DEPARTMENT in order to remove said obstructions.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee; to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

VACATION OF PRIOR EASEMENT

Easement that was granted by the BOARD OF COUNTY COMMISSIONERS on June 25, 1981, and that was filed by the Clerk and Recorder in Book 3458, pages 905 and 906, is hereby recinded and vacated.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

BY: Loren R. Whittemore
Chairman and Commissioner
to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 20th day of October, 1986, by Loren R. Whittemore, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: My Commission Expires Aug. 9, 1988.

(SEAL)

NANCY C. BUSA NOTARY PUBLIC STATE OF COLORADO

Nancy C. Busa
Notary Public
200 S. Cascade
Colo. Spgs., CO 80903
520-6215

ATTACHMENT A

All of that portion of the following described easements lying within those tracts of land described in Book 2647 at Pages 217 and 218 and in Book 3304 at Page 523 of the records of El Paso County, Colorado.

A permanent easement 20 feet in width for the construction and maintenance of a sanitary sewer main together with a temporary construction easement 50 feet in width, in the North half of Section 23, Township 14 South, Range 67 West, of the 6th P.M., in the City of Colorado Springs, El Paso County, Colorado, said permanent easement lying 10 feet on each side and said temporary construction easement lying 25 feet on each side of the following described centerline:

Commencing at the northeast corner of said Section 23 (basis of bearing is the East line of said section 23 being S01°38'E as per book 2647 at Page 218 of said Records of El Paso County, Colorado); thence S01°38'E, along said Easterly line 989.73 feet; thence S88°22'W, 5.90 feet to the point of beginning of the said centerline, said point of beginning being on an existing sewer line whose right of way is described in Book 2619 at Page 404 of said El Paso County Records; thence S17°39'54"W, 336 feet; thence N70°49'24"W, 400.00 feet; thence N87°49'24"W, 400.00 feet; thence N89°49'36"W, 400.00 feet; thence N80°49'36"W, 280.00 feet; thence S81°55'24"W, 361.00 feet; thence S61°55'00"W, 400.00 feet; thence S44°35'06"W, 400.00 feet; thence S00°41'48"E, 400.00 feet; thence S69°42'06"W, 400.00 feet; thence S68°56°12"W, 173.00 feet to point of intersection with existing eight (8) inch sanitary sewer; thence continuing on same bearing a distance of 50.00 feet for the construction easement, and 20.00 feet for the permanent easement.

The temporary construction easement shall be in effect for one (1) year following the recording date of this document.

01750602 88 SEP 28 AM 10: 13 BOOK 5558 PAGE 1262

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

1988

Resolution No. 88-294, Land Transfer-19
[redacted]

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 19th day of September, 1988, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY (hereinafter "Grantor") to the State of Colorado Department of Institutions (hereinafter "Grantee"). free

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and the STATE OF COLORADO, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quitclaim a permanent easement to the STATE OF COLORADO as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

A permanent easement for the purposes of construction, maintenance, repair and replacement of a fire lane access road, which permanent easement is more particularly described in the attached legal description identified as Attachment A incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The permanent easement granted herein shall be for the purposes of fire lane access, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

The permanent easement granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns provided, however, that said easement shall terminate at any time upon their permanent abandonment; or if construction does not commence and be completed within one (1) year from the date of this grant, the GRANTOR without recourse of the GRANTEE, may vacate the easement.

CONDITIONS

This easement is conditioned upon the GRANTEE providing all maintenance and repair of the fire lane access, which maintenance and repair will consist of revegetation of the easement area. Except for emergency repairs, the GRANTEE shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the GRANTEE shall restore and revegetate the easement area in accordance with that certain Agreement between the GRANTOR and GRANTEE dated of even date.

GRANTEE RIGHTS

The GRANTEE shall have the right to indicate to the GRANTOR that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the GRANTEE's use, occupation or enjoyment of this fire lane access road. The GRANTEE shall have the right to take such corrective measures as may be approved by the COUNTY PARK DEPARTMENT in order to remove said obstructions.

GRANTOR COVENANTS

The GRANTOR covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the GRANTEE; to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the GRANTEE's facilities constructed within the easement herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

BY: Mary Morrison
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 19th day of September, 1988, by Mary Morrison, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: February 5, 1992.

(SEAL)

Pilar K Gilbert
Notary Public

Greiner

Greiner Engineering Sciences, Inc.
5373 N. Union Boulevard
Colorado Springs, Colorado 80918
(303) 593-0212

A Greiner Engineering, Inc. Company

June 22, 1987

LEGAL DESCRIPTION - FIRE LANE ACCESS Fig. 14/50

A parcel of land situate in the northeast quarter of Section 23, Township 14 South, Range 67 West of the 6th Principal Meridian, in the City of Colorado Springs, El Paso County, Colorado, described as follows:

Commencing at the northeast corner of said Section 23, being monumented by an existing 2" bolt; thence along the north line of said Section 23, S88°13'14"W a distance of 525.40 feet; thence S01°46'46"E a distance of 350.00 feet, to the point of beginning, being monumented by a set rebar and cap, L.S. 22568; thence continuing along said line S01°46'46"E a distance of 24.00 feet; thence S88°13'14"W a distance of 450.00 feet; thence N01°46'46"W a distance of 24.00 feet, to a set rebar and cap, L.S. 22568; thence N88°13'14"E a distance of 450.00 feet to the point of beginning, containing 0.25 acre more or less.

All bearings contained herein are relative to an assumed bearing of S88°13'14"W on the north line of Section 23 between found survey monuments, the northeast corner of said Section 23, being monumented by a 2" bolt, and the north quarter corner, being monumented by a 1/8" rod (bearings are relative to Book 2647, Page 218 of the El Paso County records).

EXHIBIT A

GREINER ENGINEERING SCIENCES, INC.

ENGINEERING • SURVEYING

Denver, CO • Colorado Springs, CO
Albuquerque, NM •

SCALE 1" = 100' CHECKED

O STEEL PINS WITH CAPS SET AS SHOWN
+ CROSSES SET AS SHOWN
⊡ EXISTING CORNER FOUND

JOB NO. 521 45 01
DATE 8/20/87 BY KCH
NOTES FIGS 12, 13, 14, 16

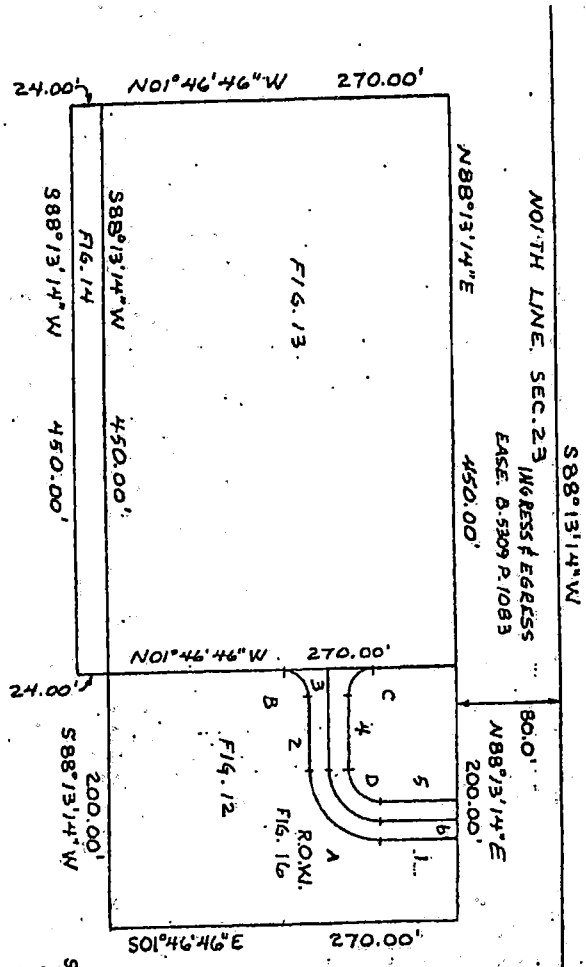


FIG. 16

SYM	DELTA	RADIUS	LENGTH
A	90°00'00"	55.00'	86.39'
B	90°00'00"	20.00'	31.42'
C	90°00'00"	20.00'	31.42'
D	90°00'00"	25.00'	39.27'

FIG. 16

SYB	BEARING	DIST.
1	S01°46'46"E	60.00'
2	S88°13'14"W	60.00'
3	N01°46'46"W	70.00'
4	N88°13'14"E	60.00'
5	N01°46'46"W	60.00'
6	N88°13'14"E	30.00'

EXHIBIT A

01750605 88 SEP 28 AM 10: 14 BOOK 5558 PAGE 1270

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

1988

Resolution No. 88-294, Land Transfer-19
EXHIBIT C

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 19th day of September 1988, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the State of Colorado Department of Institutions (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and the STATE OF COLORADO, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quitclaim a temporary and permanent easement to the STATE OF COLORADO as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

A temporary construction easement 30 feet in width for the purpose of construction of an underground storm sewer, which temporary and permanent easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, repair and replacement of an underground storm sewer, which temporary and permanent easements are more particularly described in the attached legal description identified as Attachment A incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purpose of initial construction and shall terminate at the end of the construction period. The permanent easement granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

The permanent easement granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns provided, however, that said easement shall terminate at any time upon their permanent abandonment; or if construction does not commence and be completed within one (1) year from the date of this grant, the GRANTOR without recourse of the GRANTEE, may vacate the easement.

The temporary easement granted herein shall be in effect for one year (1) following the date of approval of this document.

CONDITIONS

These easements are conditioned upon the GRANTEE providing all maintenance and repair of the underground storm sewer, which maintenance and repair will consist of revegetation of the easement area. Except for emergency repairs, the GRANTEE shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the GRANTEE shall restore and revegetate the easement area in accordance with that certain Agreement between the GRANTOR and GRANTEE dated of even date.

GRANTEE RIGHTS

The GRANTEE shall have the right to indicate to the GRANTOR that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the GRANTEE's use, occupation or enjoyment of this easement and the operation maintenance and repair of the GRANTEE's utility system. The GRANTEE shall have the right to take such corrective measures as may be approved by the COUNTY PARK DEPARTMENT in order to remove said obstructions.

GRANTOR COVENANTS

The GRANTOR covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the GRANTEE; to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the GRANTEE's facilities constructed within the easement herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

BY: Marcy Morrison
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 19th day of September, 1988, by Marcy Morrison, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: February 5, 1992.

(SEAL)

Eileen E Gilbert
Notary Public

EXHIBIT A

Greiner

Greiner Engineering Sciences, Inc.
5373 N. Union Boulevard
Colorado Springs, Colorado 80918
(303) 593-0212

A Greiner Engineering, Inc. Company

August 25, 1988

Fig. 21/50
CSP

Legal Description - Drainage Easement

A strip of land situate in the northeast quarter of Section 23, Township 14 South, Range 67 West of the 6th Principal Meridian, in the City of Colorado Springs, El Paso County, Colorado, said strip being 30 feet wide, lying 15 feet on both sides of the following described centerline:

Commencing at the northeast corner of said Section 23, being monumented by an existing 2 inch bolt; thence S 65°57'45"W a distance of 913.46 feet, to the point of beginning; thence S 56°36'38"W a distance of 389.48 feet, to the terminus of said strip.

The side line of said strip to be lengthened or shortened to begin on the south line of the parcel of land described in the records of El Paso County in Book 5309 at Page 1079.

The above described parcel contains 11455.5 square feet, more or less.

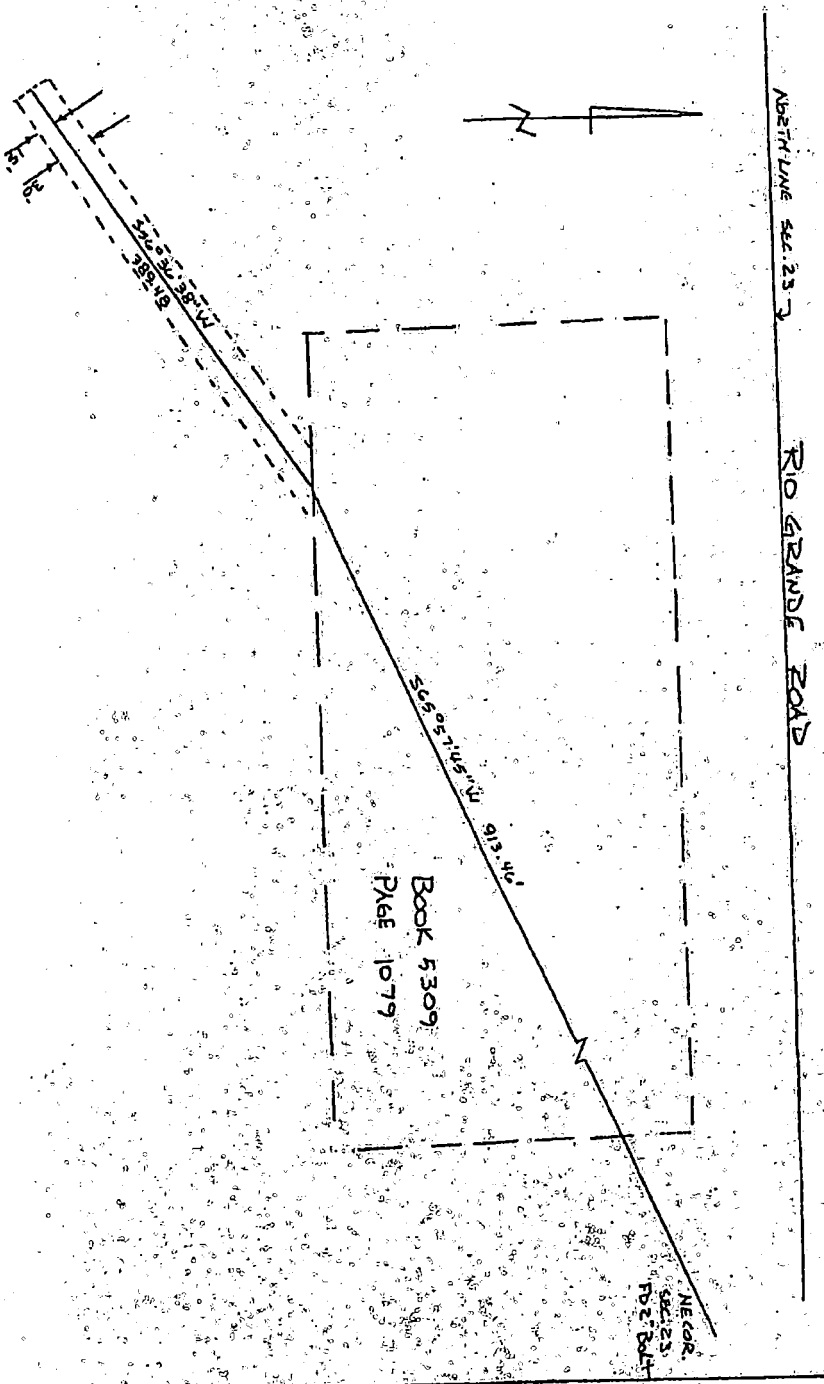
GREINER ENGINEERING SCIENCES, INC.

ENGINEERING • SURVEYING

Denver, CO • Colorado Springs, CO
Albuquerque, NM •

SCALE 1" = 100' CHECKED _____ JOB NO. 521 45 01
DATE 8/25/93 BY _____
NOTES Fig 21/50
CSP

○ STEEL PINS WITH CAPS SET AS SHOWN
+ CROSSES SET AS SHOWN
⊡ EXISTING CORNER FOUND



01750608 88 SEP 28 AM 10: 14

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

BOOK 5558 PAGE 1277

1988

Resolution No. 88-294, Land Transfer-19
EXHIBIT D
EASEMENT

THIS GRANT OF EASEMENT is made and executed this 19th day of September 1988, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the State of Colorado Department of Institutions (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and the STATE OF COLORADO, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quitclaim a temporary and permanent easement to the STATE OF COLORADO as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

A temporary construction easement 30 feet in width for the purpose of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, repair and replacement of an underground sanitary sewer, which temporary and permanent easements are more particularly described in the attached legal description identified as Attachment A incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purpose of initial construction and shall terminate at the end of the construction period. The permanent easement granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

The permanent easement granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns provided, however, that said easement shall terminate at any time upon their permanent abandonment; or if construction does not commence and be completed within one (1) year from the date of this grant, the GRANTOR without recourse of the GRANTEE, may vacate the easement.

The temporary easement granted herein shall be in effect for one year (1) following the date of approval of this document.

CONDITIONS

These easements are conditioned upon the GRANTEE providing all maintenance and repair of the underground sanitary sewer, which maintenance and repair will consist of revegetation of the easement area. Except for emergency repairs, the GRANTEE shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the GRANTEE shall restore and revegetate the easement area in accordance with that certain Agreement between the GRANTOR and GRANTEE dated of even date.

GRANTEE RIGHTS

The GRANTEE shall have the right to indicate to the GRANTOR that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the GRANTEE's use, occupation or enjoyment of this easement and the operation maintenance and repair of the GRANTEE's utility system. The GRANTEE shall have the right to take such corrective measures as may be approved by the COUNTY PARK DEPARTMENT in order to remove said obstructions.

GRANTOR COVENANTS

The GRANTOR covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the GRANTEE; to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the GRANTEE's facilities constructed within the easement herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

BY: Mary Morrison
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 19th day of September, 1988, by Mary Morrison, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: February 5, 1992.

(SEAL)

Ellen E Gilbert
Notary Public

EXHIBIT A

BOOK 5558 PAGE 1279

Greiner

Greiner Engineering Sciences, Inc.
5373 N. Union Boulevard
Colorado Springs, Colorado 80918
(303) 593-0212

A Greiner Engineering, Inc. Company

August 25, 1988

Fig. 20/50
CSP

Legal Description - Sanitary Sewer Easement

A strip of land situate in the northeast quarter of Section 23, Township 14 South, Range 67 West of the 6th Principal Meridian, in the City of Colorado Springs, El Paso County, Colorado, said strip being 30 feet wide, lying 15 feet on both sides of the following described centerline:

Commencing at the northeast corner of said Section 23, being monumented by an existing 2 inch bolt; thence S 67°40'44"W a distance of 811.75 feet, to the point of beginning; thence S 52°57'05"E a distance of 216.55 feet, to the terminus of said strip.

The side line of said strip to be lengthened or shortened to begin on the south line of the parcel of land described in the records of El Paso County in Book 5309 at Page 1079.

The above described parcel contains 6496.6 square feet, more or less.

EXHIBIT A

GREINER ENGINEERING SCIENCES, INC.

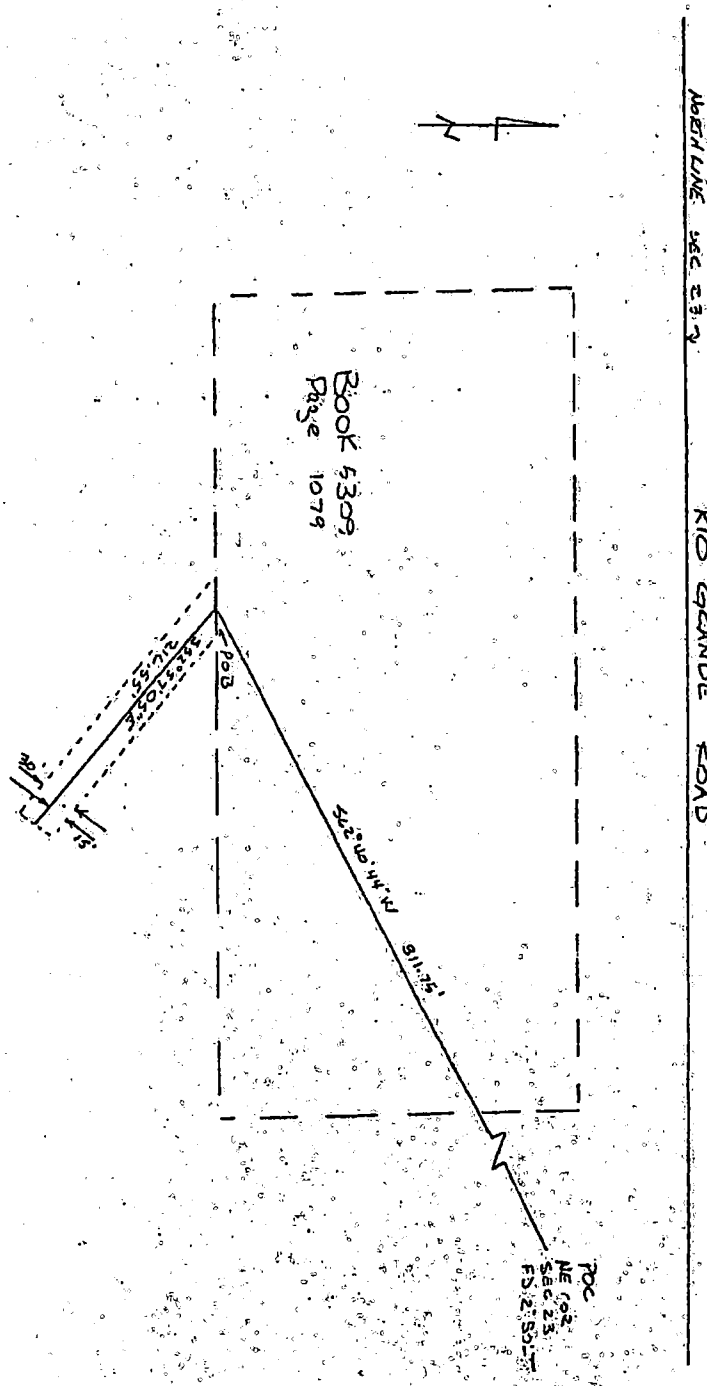
ENGINEERING • SURVEYING

Denver, CO • Colorado Springs, CO
Albuquerque, NM •

SCALE 1" = 100' CHECKED _____ JOB NO. 5214501

O STEEL PINS WITH CAPS SET AS SHOWN
+ CROSSES SET AS SHOWN
[O] EXISTING CORNER FOUND

DATE 8/25/93 BY _____
NOTES Fig 20/60
CSP



WAYNE W. WILLIAMS El Paso County, CO
07/22/2011 02:29:41 PM
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Rec $0.00 1 of 10 211070651

RESOLUTION NO. 11-239

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Resolution to Approve a Memorandum of Agreement and a Revocable Non-Exclusive Easement between the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise, Colorado Springs Utilities, and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado for the benefit of a Bear Creek Park Intake and Pump Station Facility.

WHEREAS, pursuant to §§30-11-101(1)(b), (c), 30-11-107(1)(e) C.R.S., the Board of County Commissioners of El Paso County, Colorado (hereinafter "BOCC") has the legislative authority to purchase and hold real property for the use of the County and exercise such other and further powers conferred by law when deemed by the Board to be in the best interests of the County; and

WHEREAS, the Community Services Department (hereinafter "CSD") identified a need to enter into a Memorandum of Agreement to memorialize the agreement, and a Revocable Non-Exclusive Easement (hereinafter "NEPE Easement") between the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise, Colorado Springs Utilities (hereinafter "CSU") and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado (hereinafter "County") for the benefit of a Bear Creek Park Intake and Pump Station Facility; and

WHEREAS, the County agrees to grant to CSU an NEPE Easement for the sum of Nineteen Thousand Two Hundred Dollars and No Cents ($19,200.00), as discussed herein; and

WHEREAS, the BOCC has determined that it would serve the best interests of the public to approve the Memorandum of Agreement and a NEPE Easement – see Exhibits 1 and 2 -- to effectuate the hereinabove described transaction, copies of which are attached hereto, and incorporated herein by reference, for purposes, which include but are not limited to: all activities associated with the Bear Creek Park Intake and Pump Station Facility.

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners hereby approves the Memorandum of Agreement and a NEPE Easement from Grantor, subject to the terms and conditions cited therein.

BE IT FURTHER RESOLVED that Amy Lathen, duly elected, qualified member and Chair of the Board of County Commissioners, or Sallie Clark, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 26 day of July, 2011, at Colorado Springs, Colorado.

ATTEST:

By: _____
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Amy Lathen, Chair

Resolution No. 11-239

MEMORANDUM OF AGREEMENT	Project:	Bear Creek Pump Station
CITY OF COLORADO SPRINGS We Create Community / Colorado Springs Utilities It's how we're all connected	Location:	Vacant Land
	TSN:	74000-00-340

This Agreement made on this _____ day of _____, 2010, is between the property owner, **El Paso County**, ("GRANTOR") and the **City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities** ("UTILITIES"). Just compensation was determined in accord with *The City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests*, and Colorado state law and regulations. The amount of money and/or compensation listed below is full consideration for one (1) Revocable Non-Exclusive Easement for use of County Property.

Revocable Non-Exclusive Easement: (described in attached Exhibits (A, B and C) Area: 19,166 SF 19,166 SF X $2.00 @ 50% = $19,166.00	$ 19,200.00 (rounded)
Temporary Easement: NONE	$ N/A
Improvements: NONE	$ N/A
Damages / Other: NONE	$ N/A
Gross Total Compensation	$ 19,200.00
Less Credit	$ N/A
Net Total Compensation	$ 19,200.00

Other Conditions and Agreements: NONE

GRANTOR and UTILITIES agree that:

1. this Agreement is binding on both GRANTOR and UTILITIES and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees.
2. there are no promises, terms, conditions, or obligations other than those listed on this Agreement.
3. It is specifically agreed between the parties that this Agreement is not intended by any of its terms, provisions or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement. The City specifically does not waive or intend to waive any protection, immunity or other provision of the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., as now written or amended in the future.
4. the compensation shown on this Agreement is for one (1) Revocable Non-Exclusive Easement which is described in the attached exhibits.

GRANTOR:

1. will execute and deliver to UTILITIES those documents indicated below.
2. will not grant any easements or other uses of the easements to any third party until thirty (30) days after the Revocable Non-Exclusive Easement agreement is executed.
3. will, to the extent allowed by law, hold UTILITIES harmless from any claims against the property or to any interest in the property arising from the Grantor's actions or failures to act.

UTILITIES:

1. will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
2. will make payment after receiving the executed Revocable Non-Exclusive Easement agreement from GRANTOR.
3. will take possession of the easement when it tenders payment to GRANTOR unless other arrangements are made.
4. has prepared, incorporated and attached the following document to this Agreement:

☒	**Revocable Non-Exclusive Easement**
☐	Temporary Easement
☐	Other:

Order Warrant for $19,200.00	**Payable to: El Paso County**
Diane Gilliam, Acting Real Estate Services Manager Date:	El Paso County by and through the Board of County Commissioners of El Paso County, Colorado
Patrick Schmidt, Project Manager Date:	By:_____ Date: _____ Amy Lathen Chair of the Board of County Commissioners of El Paso County, Colorado

Jan H. Crosby, Assistant City Attorney, Colorado Springs Utilities, Office of the City Attorney-Utilities Division

Date: 5·4·11

cc: City of Colorado Springs (original)
Grantor

RES File # 17305

EXHIBIT 1

Exhibit A

Parcel No. 5 as conveyed to El Paso County Park and Recreation District of El Paso County, Colorado, as described in a Quit Claim Deed recorded in Book 2647 at page 213 of the records of El Paso County, Colorado.

Exhibit B

Basis of Bearing:

The East line of the Northeast ¼ of Section 23, Township 14 South, Range 67 West, of the 6th Principal Meridian, El Paso County, Colorado. Monumented by a 1.5" Aluminum cap (Illegible) on the North, and a 3.5" Aluminum Cap marked "PLS 23890" at the Southeast corner of said Northeast ¼ on the South end. Assumed to Bear N 00° 18' 06" W, a measured distance of 2401.29 feet.

LEGAL DESCRIPTION:

Bear Creek Pump Station Parcel;
Commencing at the start of course no. 6 of the legal description for that Parcel described at reception no. 205005121 of the records of said county, which lies N 14° 13' 07" W, a distance of 1637.07 feet from the East quarter corner of said Section 23, Thence S 87° 29' 26" W, a distance of 122.49 feet to the Point of Beginning of the Parcel here-in described, Thence N 90° 00' 00" W, a distance of 108.67 feet, Thence N 0° 00' 00" E, a distance of 104.67 feet, Thence N 90° 00' 00" E, a distance of 108.67 feet, Thence N 57° 30' 20" E, a distance of 154.54 feet, to a point on the westerly line of said Parcel recorded at Recp. No. 205005121, Thence S 2° 30' 15" W along said West line, a distance of 61.04 feet, Thence S 57° 30' 20" W, a distance of 151.37 feet, Thence S 0° 00' 00" E, a distance of 45.39 feet, to the Point of Beginning.
Containing 0.44 acres, more or less.

Legal description statement:

I. JEFFERY D. JONES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE INFORMATION AND BELIEF ARE CORRECT.

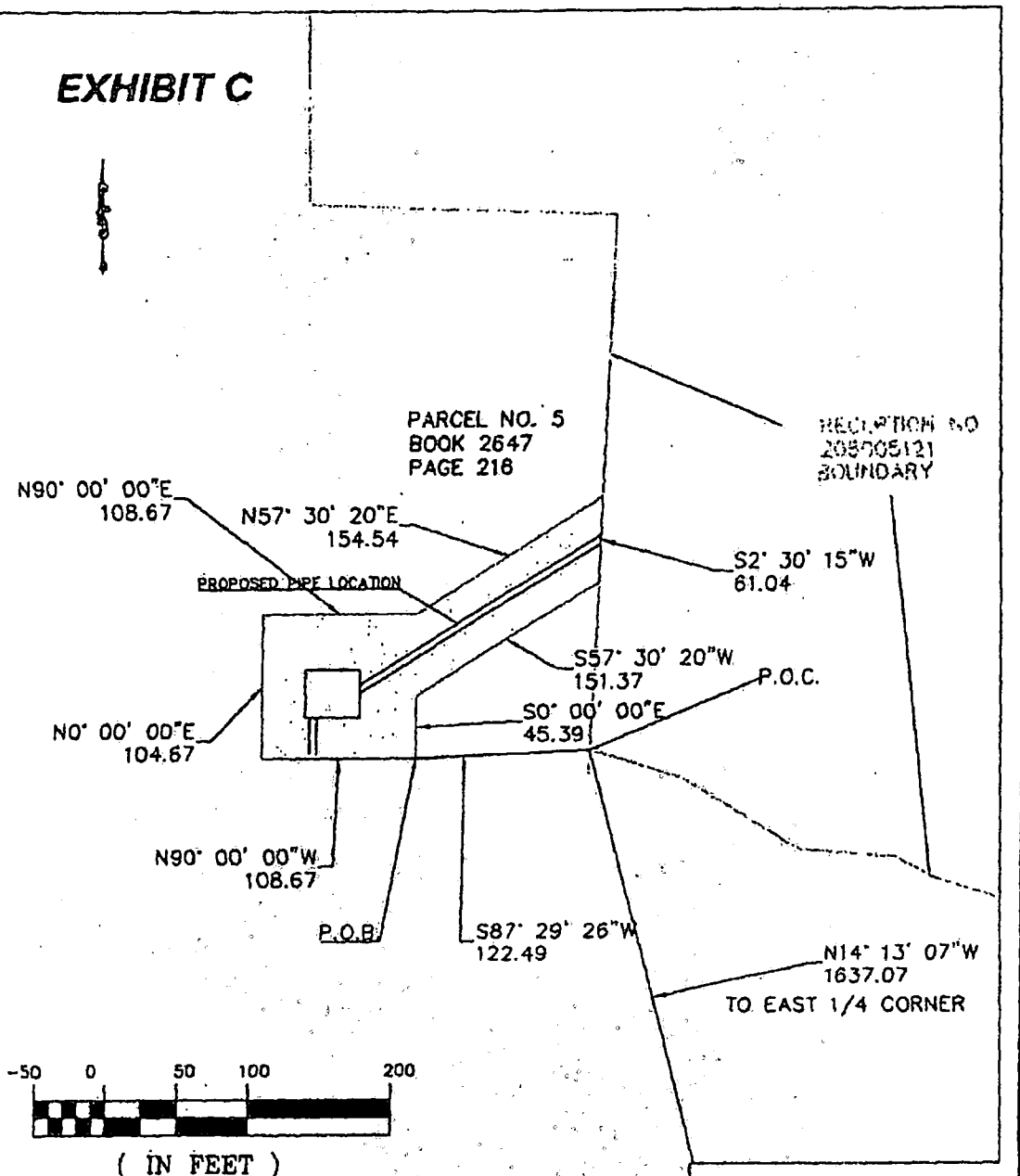
_____ DATE 10-12-2010

JEFFERY D. JONES
COLORADO P.L.S. 28653
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

COLORADO REGISTERED JEFFERY D. JONES 28653 PROFESSIONAL LAND SURVEYOR

Grantor Int: _____ Utilities Int: _____
Date: _____ Date: _____

EXHIBIT C



Grantor Int: _____ Utilities Int: _____
Date: _____ Date: _____

THIS EASEMENT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS ONLY INTENDED TO DEPICT THE LOCATION OF THE INCLUDED WRITTEN DESCRIPTION

COLORADO SPRINGS UTILITIES
PLANNING & ENGINEERING DEPT.

BEAR CREEK PUMP STATION
PARCEL

DATE 10-2010
BY JEFF JONES SURVEY SUPERVISOR

Resolution No. 11-239

REVOCABLE NON-EXCLUSIVE EASEMENT FOR USE OF COUNTY PROPERTY
For The Benefit of a
Bear Creek Park Intake and Pump Station Facility

1. **El Paso County by and through the Board of County Commissioners of El Paso County, Colorado**, whose address is 27 East Vermijo Avenue, Colorado Springs, Colorado 80903 ("County") in consideration of the sum of Nineteen Thousand Two Hundred Dollars and No Cents ($19,200.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in hand paid, hereby grants to **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise, Colorado Springs Utilities**, whose address is 30 South Nevada Avenue, Suite 701, Colorado Springs, Colorado 80903 ("City"), a non-exclusive revocable easement to use the County property described and shown on Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof (hereinafter referred to as the "Easement Area"). This non-exclusive revocable easement is for the following purposes, which include, but are not limited to, construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge or remove, ingress and egress, for an Intake and Pump Station Facility located in Bear Creek Park along with the right to enter upon the Easement Area for the purposes above, and no other purpose.

2. The term of this revocable easement shall be for twenty-five (25) years commencing July 31, 2011 through August 1, 2036 unless sooner revoked in writing by the County or as otherwise provided in this Easement. This Easement may be renewed for successive terms, which renewal will not be unreasonably withheld.

3. Notwithstanding the revocable provision in this Easement, both the County and City intend that the interest created by this instrument is an easement, and the County acknowledges and agrees that, except for the County's right to revoke, the City shall have all other rights and responsibilities of an easement holder rather than a licensee under Colorado law.

4. County shall not construct improvements in the Easement Area that would unreasonably interfere with the City's use of the Easement Area. No trees or shrubs that will impair the structural integrity of Bear Creek Park Intake and Pump Station Facility pipeline shall be planted or allowed to grow in this area and may be removed by City.

5. This Easement is given subject to all easements or other encumbrances upon the Easement Area. The County retains the right to enter upon the Easement Area at any time and to service all utilities, trails, park land, or other County facilities located in or thereon, and the right to utilize the Easement Area for County purposes. City will not injure or interfere with, now or in the future, any of the County's existing or future facilities or other license or easement rights. All costs in connection with City's activities are at its sole cost and expense.

6. The City shall maintain the Easement Area in a clean and neat condition at all times, including removal of weeds, garbage, or animal refuse, and cutting of grass. City shall not fence the Easement Area or construct other structures, excepting the Intake and Pump Station Facility upon the Easement Area without prior written consent. Upon termination of this Easement, the City shall remove all of City's property, facilities and appurtenances from the Easement Area and restore the Easement Area to the condition prior to issuance of this Easement, all to the satisfaction of the County and at City's sole expense.

7. The City shall not assign or otherwise transfer this Easement or any right or obligation hereunder without the prior written consent of the County, which consent shall not be unreasonably withheld.

EXHIBIT 2

County Int:_____ City Int:_____

Date:_____ Date:_____

8. This Easement is subject to and shall be interpreted under the laws of the State of Colorado, the Policies, Resolutions, and Regulations of El Paso County and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado. The City shall insure that the City and the City's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

9. The parties acknowledge and agree that this Easement is in the nature of a revocable easement, and is expressly revocable by the County at any time.

10. This Easement may be renewed for successive terms, which renewal will not be unreasonably withheld. The County currently has no plans or foreseen reason to exercise its right to revoke this Easement.

11. Any notices required under this Easement shall be sent to the parties by United States Mail, return receipt requested, to the persons and addresses below.

For the City:

Real Estate Services Manager
City of Colorado Springs
P. O. Box 1575 MC 715
Colorado Springs, CO 80901
Telephone: (719) 385-5605
Facsimile: (719) 385-5910

Copy to:

City Attorney's Office
City of Colorado Springs
P. O. Box 1575 MC 510
Colorado Springs, CO 80901
Telephone: 719-385-5909
Fax: 719-385-5535

For the County:

El Paso County Commissioners
Community Services Department, Tim Wolken
2002 Creek Crossing
Colorado Springs, CO 80905
Telephone: (719) 520-6981
Facsimile: (719) 520-6389

Copy to:

El Paso County Attorney's Office
Attn: Cole Emmons
27 E. Vermijo Avenue
Colorado Springs, CO 80903
Telephone: (719)520-6485

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SIGNATURE PAGES FOLLOW

County Int:_____ City Int:_____

Date:_____ Date:_____

IN WITNESS WHEREOF, the County and City have executed this Revocable Easement this _____ day of _____, 2011.

Attest:

By: _____
Wayne W. Williams, County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Amy Lathen, Chair

Date: _____

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this _____ day of _____ 2011 by Amy Lathen as Chair of the Board of County Commissioners of El Paso County, Colorado and attested to by Wayne W. Williams as Clerk and Recorder of El Paso County, Colorado.
Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY
OF EL PASO COUNTY, COLORADO

By: M. Cole Emmons
Assistant County Attorney

Date: July 21, 2011

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SIGNATURE PAGE FOLLOWS

County Int:_____ City Int:_____
Date:_____ Date:_____

CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, ON BEHALF OF ITS ENTERPRISE, COLORADO SPRINGS UTILIITIES

By: _____
Rita E Simon-Soller, Manager PEM, WSD

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this _____ day of _____ 2011 by Rita E Simon-Soller, as Manager PEM, WSD, for the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise, Colorado Springs Utilities.

Witness my hand and seal.

My Commission Expires: _____

_____
Notary Public

Approved as to Form:

By: _____
Jan H. Crosby, Assistant City Attorney,
Office of the City Attorney-Utilities Division

Date: 4.20.11

County Int:_____ City Int:_____
Date:_____ Date:_____

Exhibit A

Parcel No. 5 as conveyed to El Paso County Park and Recreation District of El Paso County, Colorado, as described in a Quit Claim Deed recorded in Book 2647 at page 213 of the records of El Paso County, Colorado.

Exhibit B

Basis of Bearing:

The East line of the Northeast ¼ of Section 23, Township 14 South, Range 67 West, of the 6th Principal Meridian, El Paso County, Colorado. Monumented by a 1.5" Aluminum cap (Illegible) on the North, and a 3.5" Aluminum Cap marked "PLS 23890" at the Southeast corner of said Northeast ¼ on the South end. Assumed to Bear N 00° 18' 06" W, a measured distance of 2401.29 feet.

LEGAL DESCRIPTION:

Bear Creek Pump Station Parcel;
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Containing 0.44 acres, more or less.

Legal description statement:

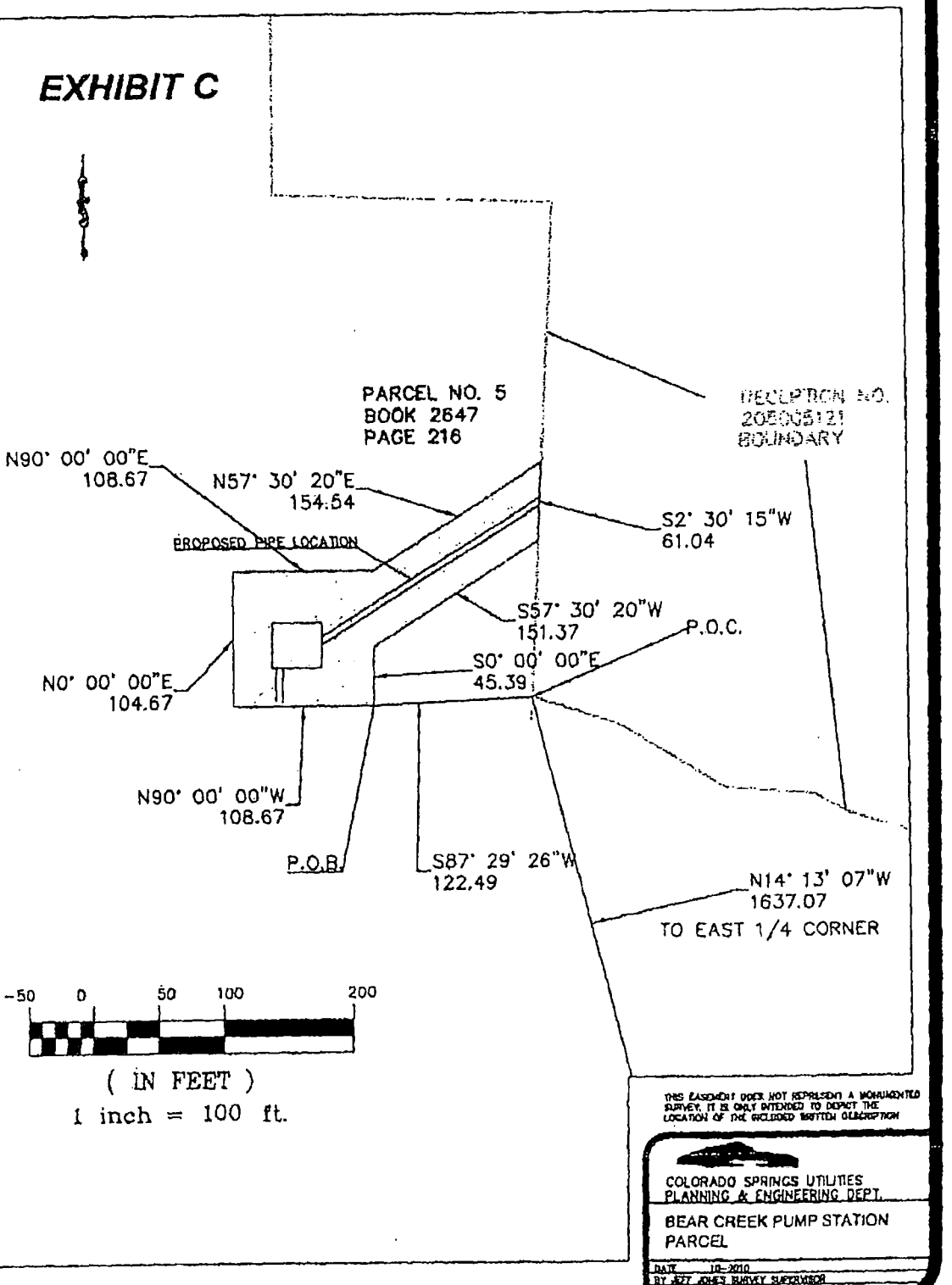
I, JEFFERY D. JONES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE INFORMATION AND BELIEF ARE CORRECT.

DATE 10-12-2010

JEFFERY D. JONES
COLORADO P.L.S. 28653
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

COLORADO REGISTERED
JEFFERY D. JONES
28653
PROFESSIONAL LAND SURVEYOR

EXHIBIT C



THIS EASEMENT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS ONLY INTENDED TO DEPICT THE LOCATION OF THE INCLUDED WRITTEN DESCRIPTION

COLORADO SPRINGS UTILITIES
PLANNING & ENGINEERING DEPT.

BEAR CREEK PUMP STATION
PARCEL

DATE 10-2010
BY JEFF JOHNS SURVEY SUPERVISOR

REVOCABLE NON-EXCLUSIVE EASEMENT FOR USE OF COUNTY PROPERTY
For The Benefit of a
Bear Creek Park Intake and Pump Station Facility

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2. The term of this revocable easement shall be for twenty-five (25) years commencing July 31, 2011 through August 1, 2036 unless sooner revoked in writing by the County or as otherwise provided in this Easement. This Easement may be renewed for successive terms, which renewal will not be unreasonably withheld.

3. Notwithstanding the revocable provision in this Easement, both the County and City intend that the interest created by this instrument is an easement, and the County acknowledges and agrees that, except for the County's right to revoke, the City shall have all other rights and responsibilities of an easement holder rather than a licensee under Colorado law.

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7. The City shall not assign or otherwise transfer this Easement or any right or obligation hereunder without the prior written consent of the County, which consent shall not be unreasonably withheld.

County Int: _____ City Int: _____
Date: 7-21-11 Date: 8/4/11

8. This Easement is subject to and shall be interpreted under the laws of the State of Colorado, the Policies, Resolutions, and Regulations of El Paso County and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado. The City shall insure that the City and the City's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

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For the City:

Real Estate Services Manager
City of Colorado Springs
P. O. Box 1575 MC 715
Colorado Springs, CO 80901
Telephone: (719) 385-5605
Facsimile: (719) 385-5910

Copy to:

City Attorney's Office
City of Colorado Springs
P. O. Box 1575 MC 510
Colorado Springs, CO 80901
Telephone: 719-385-5909
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El Paso County Commissioners
Community Services Department, Tim Wolken
2002 Creek Crossing
Colorado Springs, CO 80905
Telephone: (719) 520-6981
Facsimile: (719) 520-6389

Copy to:

El Paso County Attorney's Office
Attn: Cole Emmons
27 E. Vermijo Avenue
Colorado Springs, CO 80903
Telephone: (719)520-6485

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SIGNATURE PAGES FOLLOW

County Int: [illegible] City Int: [illegible]

Date: 7-21-11 Date: 8/4/11

IN WITNESS WHEREOF, the County and City have executed this Revocable Easement this 21 day of July, 2011.

Attest:

By: _____
Wayne W. Williams, County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Amy Lathen, Chair

Date: 7-21-11

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 21st day of July 2011 by Amy Lathen as Chair of the Board of County Commissioners of El Paso County, Colorado and attested to by Wayne W. Williams as Clerk and Recorder of El Paso County, Colorado.

Witness my hand and official seal.

My Commission expires: 10-6-12

_____
Notary Public

NORMA JEAN DEHERRERA
NOTARY PUBLIC
STATE OF COLORADO

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY
OF EL PASO COUNTY, COLORADO

By: M. Cole Emmons
Assistant County Attorney

Date: July 21, 2011

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SIGNATURE PAGE FOLLOWS

County Int: _____ City Int: _____
Date: 7-21-11 Date: 8/4/2011

CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, ON BEHALF OF ITS ENTERPRISE, COLORADO SPRINGS UTILIITIES

By: Rita E. Simon Soller
Rita E. Simon-Soller, Manager PEM, WSD

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 3rd day of August 2011 by Rita E. Simon-Soller, as Manager PEM, WSD for the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise, Colorado Springs Utilities.

NOTARY PUBLIC
Diane L. Gilliam
STATE OF COLORADO

Witness my hand and seal.

My Commission Expires: 08/08/2011

Diane L. Gilliam
Notary Public

Approved as to Form:

By: _____
Jan H. Crosby, Assistant City Attorney,
Office of the City Attorney-Utilities Division

Date: 4.20.11

Accepted for:
The City of Colorado Springs

By: Ingrid Richter
Printed Name: Ingrid Richter
Title: Real Estate Services Manager
Date: 8/4/2011

County Int: _____ City Int: DK
Date: _____ Date: 8/4/11

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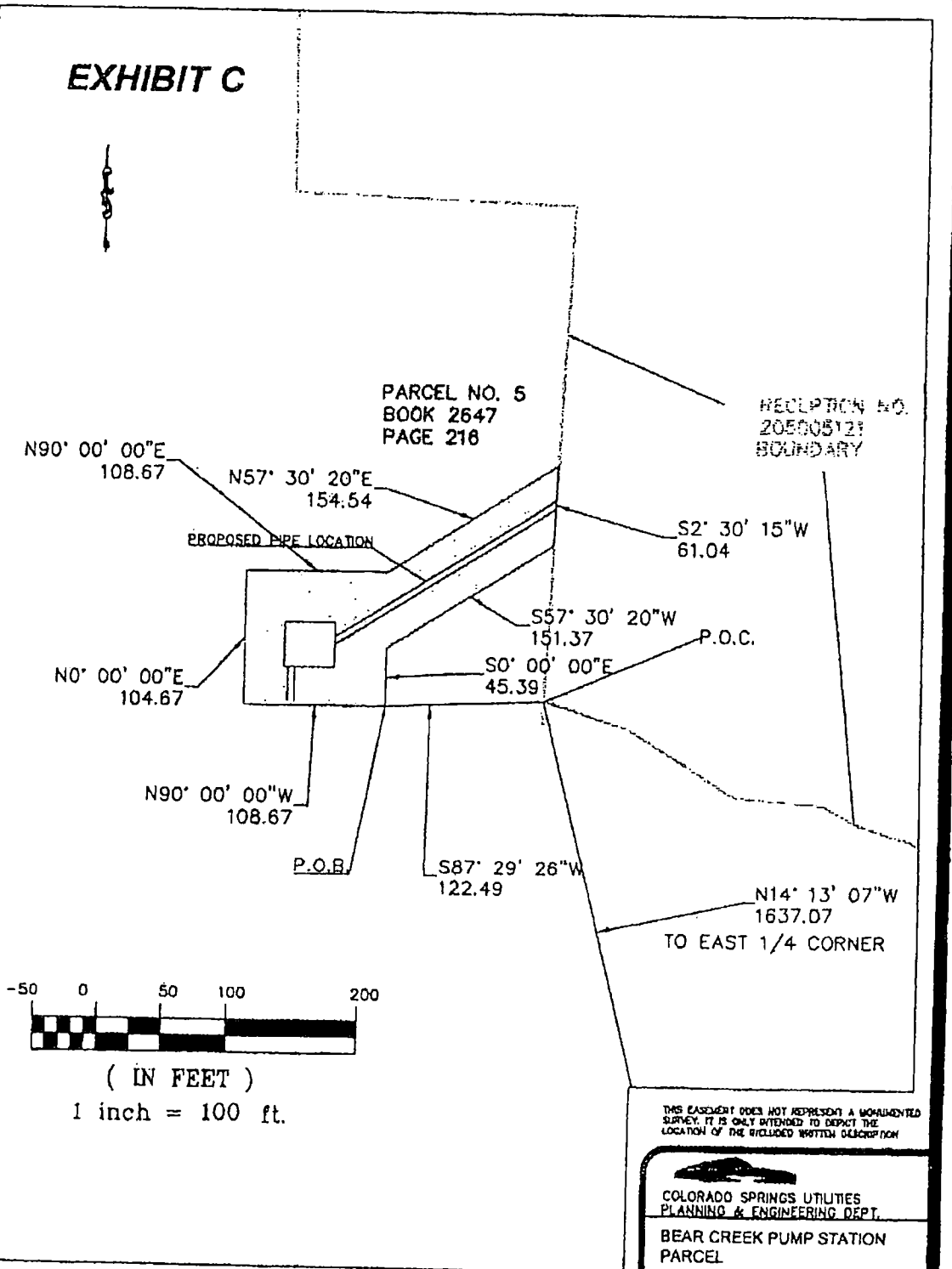
DATE 10-12-2010

JEFFERY D. JONES
COLORADO P.L.S. 28653
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

COLORADO REGISTERED
JEFFERY D. JONES
28653
PROFESSIONAL LAND SURVEYOR

EXHIBIT C



THIS EASEMENT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS ONLY INTENDED TO DEPICT THE LOCATION OF THE INCLUDED WRITTEN DESCRIPTION

COLORADO SPRINGS UTILITIES
PLANNING & ENGINEERING DEPT.

BEAR CREEK PUMP STATION
PARCEL

DATE 10-2010
BY JEFF JONES SURVEY SUPERVISOR

Bocc

WAYNE W. WILLIAMS El Paso County, CO
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RESOLUTION NO 13-168

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE A REVOCABLE NON-EXCLUSIVE EASEMENT WITH THE CITY OF COLORADO SPRINGS

WHEREAS, pursuant to §§30-11-101(1)(B)-(C), 30-11-102, 30-11-103, AND 30-11-107(1)(A) C.R.S., the Board of County Commissioners of El Paso County, Colorado has the legislative authority to purchase and hold real and personal property for the use of the County, when deemed by the Board to be in the best interests of the County and its inhabitants; and

WHEREAS, the City of Colorado Springs, on behalf of its Colorado Springs Utilities enterprise, has requested a revocable non-exclusive easement within Bear Creek Regional Park for access, construction, maintenance, service, repair, and replacement of a gas main utility line for the Canopus Main and Service Renewal Project.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the attached easement.

AND BE IT FURTHER RESOLVED, that Dennis Hisey, Chair of the Board of County Commissioners of the County of El Paso, State of Colorado, or Amy Lathen, the Vice Chair of the Board of County Commissioners shall be authorized to execute any and all documents reasonable and necessary to carry out the intent of the Board as described herein.

DONE THIS 16th day of April, 2013, at Colorado Springs, Colorado.

ATTEST:

By: _____
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
~~Dennis Hisey, Chair~~
Amy Lathen, Vice Chair

Resolution No. 13-168
Attachment

REVOCABLE NON-EXCLUSIVE EASEMENT FOR USE OF COUNTY PROPERTY
For The Benefit of
Canopus Main and Service Renewal Project

1. El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, whose address is 200 South Cascade Avenue, Colorado Springs, Colorado 80903 ("County") for just and reasonable compensation in the sum of five thousand and eight hundred dollars ($5,800.00), which the Parties acknowledge is sufficient, hereby grants to The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation on behalf of its enterprise, Colorado Springs Utilities, whose address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado 80903 ("City"), a non-exclusive revocable easement to use the County property legally represented on Exhibit A, and Exhibit B, and graphically represented on Exhibit C, attached hereto and made a part hereof (hereinafter referred to as the "Easement Area"). This non-exclusive revocable easement is for the following purposes, which include, but are not limited to, access, construction, maintenance, service, repair, and replacement of a gas main utility line for the Canopus Main and Service Renewal Project, with the right to enter upon the Easement Area for the purposes above, and no other purpose.

2. The term of this revocable easement shall be for twenty-five (25) years commencing March __, 2013 through March __, 2038 unless sooner revoked in writing by the County or as otherwise provided in this Easement. This Easement may be renewed for successive terms, which renewal will not be unreasonably withheld.

3. Notwithstanding the revocable provision in this Easement, both the County and City intend that the interest created by this instrument is an easement, and the County acknowledges and agrees that, except for the County's right to revoke, the City shall have all other rights and responsibilities of an easement holder rather than a licensee under Colorado law.

4. County shall not construct improvements in the Easement Area that would unreasonably interfere with the City's use of the Easement Area.

5. This Easement is given subject to all easements or other encumbrances of record upon the Easement Area. The County retains the right to enter upon the Easement Area at any time and to service all utilities or other County facilities located in or thereon, and the right to utilize the Easement Area for County purposes. City will not injure or interfere with, now or in the future, any of the County's existing or future facilities or other license or easement rights. All costs in connection with City's activities are at its sole cost and expense.

6. City shall not fence the Easement Area or construct other structures, excepting the Canopus Main and Service Renewal Project upon the Easement Area, without prior written consent. Upon termination of this Easement, the City shall remove all of City's property, facilities and appurtenances from the Easement Area and restore the Easement Area to the condition prior to issuance of this Easement, all to the satisfaction of the County and at City's sole expense.

7. The City shall not assign or otherwise transfer this Easement or any right or obligation hereunder without the prior written consent of the County, which consent shall not be unreasonably withheld.

8. This Easement is subject to and shall be interpreted under the laws of the State of Colorado, the Policies, Resolutions, and Regulations of El Paso County and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado. The City shall insure that the City and the City's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

County Int:_____ Licensee Int: [illegible]

Date:_____ Date: 3/26/13

9. The parties acknowledge and agree that this Easement is in the nature of a revocable easement, and is expressly revocable by the County at any time, upon ninety (90) days written notice provided to City.

10. This Easement may be renewed for successive terms, which renewal will not be unreasonably withheld. The County currently has no plans or foreseen reason to exercise its right to revoke this Easement.

11. Any notices required under this Easement shall be sent to the parties by United States Mail, return receipt requested, to the persons and addresses below.

For the City:

Real Estate Services Manager
City of Colorado Springs
P. O. Box 1575 MC 525
Colorado Springs, CO 80901
Telephone: (719)385-5605
Facsimile: (719)385-5910

Copy to:

City Attorney's Office
City of Colorado Springs
P. O. Box 1575 MC 510
Colorado Springs, CO 80901
Telephone: (719)385-5909
Fax: (719)385-5535

and to:

Water/Wastewater Program Manager
City of Colorado Springs
P. O. Box 1575 MC 1825
Colorado Springs, CO 80901
Telephone: (719)668-4475
Fax: (719)668-4528

For the County:

El Paso County Commissioners
200 South Cascade
Colorado Springs, CO 80903
Telephone: (719) 520-7321
Facsimile: (719) 520-6397

Copy to:

El Paso County Attorney's Office
Attn: Cole Emmons
200 S. Cascade Avenue
Colorado Springs, CO 80903
Telephone: (719)520-6485

and to:

Director
El Paso County Community Services
2002 Creek Crossing
Colorado Springs, CO 80905
Telephone: (719)520-6981

-Signatures on the following pages –

County Int:_____ Licensee Int: DB

Date:_____ Date: 3/26/13

IN WITNESS WHEREOF, the County and City have executed this Revocable Easement this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Dennis Hisey, Chair

Date: _____

Attest:

_____
County Clerk and Recorder

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this _____ day of _____ 2013 by Dennis Hisey as Chair of the Board of County Commissioners of El Paso County, Colorado and attested to by Wayne W. Williams as Clerk and Recorder of El Paso County, Colorado.

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Approved as to form:
OFFICE OF THE COUNTY ATTORNEY
OF EL PASO COUNTY, COLORADO

_____
Assistant County Attorney

Date: _____

County Int:_____ Licensee Int: DS
Date:_____ Date: 3/26/13

City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation on behalf of its enterprise, Colorado Springs Utilities

By: _____
March 28, 2013

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 26TH day of MARCH 2013 by DAN J. SKOKAN, FIELD ENGR. SUPV of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of Colorado Springs Utilities.

Witness my hand and seal.

My Commission Expires: MAY 27, 2013

BARBARA A. SCHNEIDER
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES MAY 27, 2013

Barbara A. Schneider
Notary Public

Approved as to Form:

By: _____
Bethany Burgess, Senior City Attorney-Utilities

Date: 3-22-2013

County Int:_____ Licensee Int: DS

Date:_____ Date: 3/26/13

Exhibit A

A Portion of the Northeast One-Quarter (1/4) of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more specifically Parcel No. 5 as conveyed to El Paso County Park and Recreation District, as described in a Quit Claim Deed recorded in Book 2647 at Page 218 of the records of El Paso County, Colorado.

Exhibit B

Basis of Bearing:

The South line of the Northeast ¼ of Section 23, Township 14 South, Range 67 West, of the 6th Principal Meridian, El Paso County, Colorado. Monumented by a found red plastic cap stamped "Rampart PLS 26965" at the Southwest corner of said Parcel No.5, on the West end and a ½" Rebar at the Northwest corner of Lot 6, Block 1, of "Skyway Park Estates No.4" as recorded at reception No. 234259 of the records of said county, at the East end. Assumed to Bear N 89° 41' 49" E.

LEGAL DESCRIPTION:

A Utility Easement, described as follows;
Commencing at the Southwest corner of said Parcel No.5, described in Book 2647 at Page 218 of the records of said county, Thence N 89° 41' 49" E, along the South line of the Northeast One-Quarter (1/4) of said Section 23, a distance of 885.33 feet, to the Point **Of Beginning**, Thence continue along said South line, N 89° 41' 49" E, a distance of 658.20 feet, Thence N 00° 18' 11" W, a distance of 10.00 feet, Thence S 89° 41' 49" W, a distance of 658.20 feet, Thence S 00° 18' 11" E, a distance of 10.00 feet, to the Point of Beginning, containing 6582 square feet or 0.15 acres, more or less.

Legal description statement:

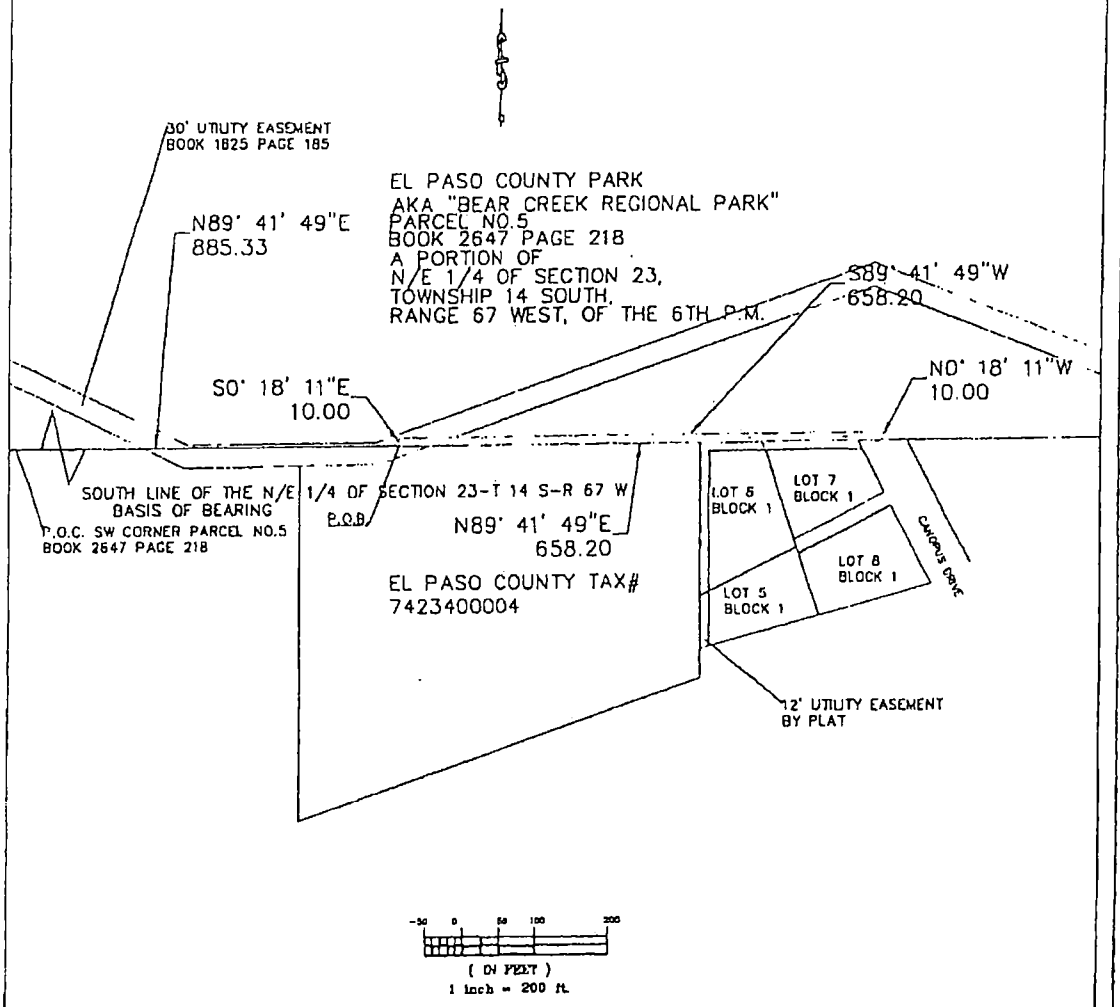
I, JEFFERY D. JONES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE INFORMATION AND BELIEF ARE CORRECT.

Jeffery D. Jones DATE 9/27/2012

JEFFERY D. JONES
COLORADO P.L.S. 28653
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

COLORADO REGISTERED
JEFFERY D. JONES
28653
PROFESSIONAL LAND SURVEYOR

EXHIBIT C



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COLORADO SPRINGS UTILITIES
PLANNING & ENGINEERING DEPT.

UTILITY EASEMENT PARCEL NO.5
"BEAR CREEK PARK"

DATE 9-2012
BY JEFF JONES SURVEY SUPERVISOR

MEMORANDUM OF AGREEMENT	Project:	Canopus Main and Service Renewal
CITY OF COLORADO SPRINGS We Create Community — Colorado Springs Utilities It's how we're connected	Location:	Bear Creek Park
	Parcel # or TSN:	7400000340

This Agreement made on this _____ day of _____, 2013, is between the property owner(s), El Paso County, Colorado, ("GRANTOR") and the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities ("CITY"). Just compensation was determined in accord with *The City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests*, and Colorado state law and regulations. The amount of money and/or compensation listed below is full consideration for one revocable non-exclusive easement for the use of County Property.

Revocable Non-Exclusive Easement: (described in attached Exhibits A, B and C) Area: 6,582 sq. ft. ("ASF) SF 6,582 SF X $1.76 @ 11,584.32% x 50% = $5,792.16	$ 5,800.00 Rounded
Improvements: NONE	$
Damages / Other: NONE	$
Gross Total Compensation	$ 5,800.00
Less Credit	$
Net Total Compensation	$ 5,800.00

Other Conditions and Agreements: NONE

GRANTOR and CITY agree that:

1. this Agreement is binding on both GRANTOR and CITY and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees.
2. there are no promises, terms, conditions, or obligations other than those listed on this Agreement.
3. It is specifically agreed between the parties that this Agreement is not intended by any of its terms, provisions or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement. The City specifically does not waive or intend to waive any protection, immunity or other provision of the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., as now written or amended in the future.
4. the compensation shown on this Agreement is for one revocable non-exclusive easement which is described in the attached exhibits.

The CITY:

1. will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
2. will make payment after receiving the executed revocable non-exclusive easement agreement from GRANTOR.
3. will take possession of the easements when it tenders payment to GRANTOR or unless other arrangements are made.

GRANTOR:

1. will execute and deliver to CITY those documents indicated below.
2. has prepared, incorporated and attached the following documents to this Agreement

☒	Revocable Non-Exclusive Easement
☒	Request for Taxpayer Identification Form (W-9),

Order Warrant for $ 5,800.00	Payable to: El Paso County, Colorado
Ingrid Richter, Real Estate Services Manager Date:	Board of County Commissioners of El Paso County, Colorado By: _____ Date: _____ Dennis Hisey, Chair
Ginny Halvorson, Project Manager Date:	By: _____ Date: _____ Wayne W. Williams, Clerk and Recorder
Lois Ruggera, Real Estate Specialist: Lois A. Ruggera Date: 3/22/2013	Approved as to Form/Office of the City Attorney: Bethany J. Singer Date: 3-22-13

cc: Grantor

RES File # 18194

Exhibit A

A Portion of the Northeast One-Quarter (1/4) of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more specifically Parcel No. 5 as conveyed to El Paso County Park and Recreation District, as described in a Quit Claim Deed recorded in Book 2647 at Page 218 of the records of El Paso County, Colorado.

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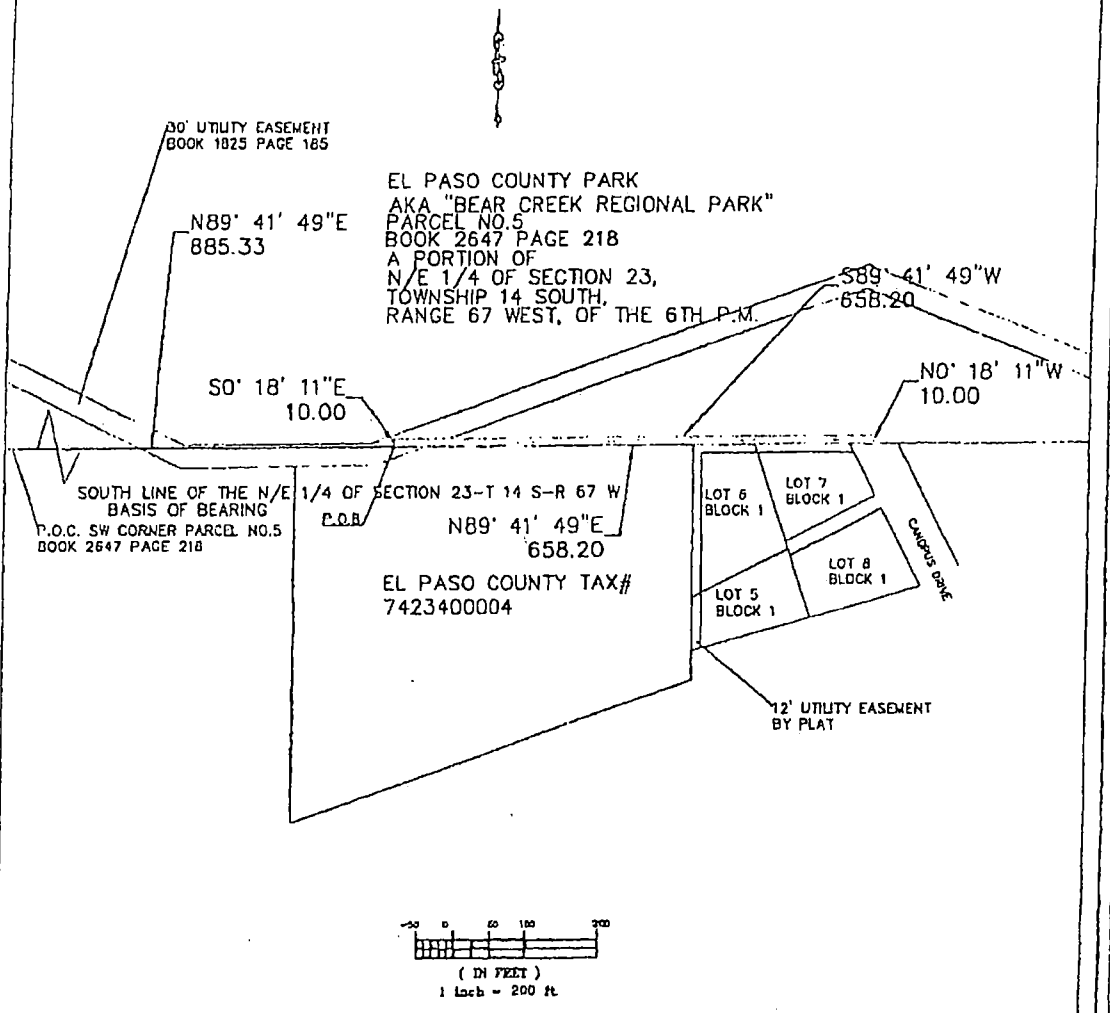
DATE 9/27/2012

JEFFERY D. JONES
COLORADO P.L.S. 28653
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

COLORADO REGISTERED
JEFFERY D. JONES
28653
PROFESSIONAL LAND SURVEYOR

EXHIBIT C



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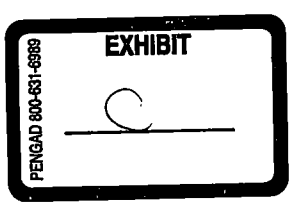
COLORADO SPRINGS UTILITIES
PLANNING & ENGINEERING DEPT.

UTILITY EASEMENT PARCEL NO.5
"BEAR CREEK PARK"

DATE 9-2012
BY JEFF JONES SURVEY SUPERVISOR

EXHIBIT C

1850 S. 21ST ST., COLORADO SPRINGS, CO 80906



LEGAL DESCRIPTION (EXC)

A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 12 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 179.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 12 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 1135.85 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 1484.94 FEET, MORE OR LESS, TO THE NORTHERLY R.O.W. LINE OF A COUNTY ROAD KNOWN AS ARGUS BLVD.; THENCE EASTERLY ALONG SAID NORTHERLY R.O.W. LINE, A DISTANCE OF 1245.67 FEET, MORE OR LESS, TO INTERSECT THE WESTERLY R.O.W. LINE OF A COUNTY ROAD KNOWN AS 21ST STREET, SAID WESTERLY R.O.W. LINE BEING 70.0 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 1 DEGREE 22 MINUTES 46 SECONDS WEST, A DISTANCE OF 1078.73 FEET ALONG SAID WESTERLY R.O.W. LINE; THENCE NORTH 0 DEGREES 6 MINUTES 14 SECONDS EAST, A DISTANCE OF 293.0 FEET, MORE OR LESS, ALONG SAID WESTERLY R.O.W LINE TO A POINT ON THE SOUTH LINE OF A PERPETUAL RIGHT OF WAY AND EASEMENT FOR ELECTRICAL LINES, DESCRIBED BY RIGHT OF WAY DEED RECORDED SEPTEMBER 19, 1972 IN BOOK 2524 AT PAGE 150; THENCE SOUTH 89 DEGREES 12 MINUTES 39 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 120.0 FEET; THENCE NORTH 0 DEGREES 6 MINUTES 14 SECONDS EAST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.
AND

A PORTION OF BEAR CREEK GARDENS SUBDIVISION, EL PASO COUNTY, COLORADO, SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, TO-WIT:

LOTS 5, 6, 7, 8, 9 AND 10 AND THE SOUTHERLY 40 FEET OF LOTS 4 AND 11, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4, RUN THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY R.O.W. LINE OF A COUNTY ROAD KNOWN AS 21ST STREET; THENCE CONTINUE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 1246.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SAID LINE BEING COMMON WITH THE EASTERLY BOUNDARY OF SKYWAY PARK ESTATES, A DISTANCE OF 1030.00 FEET TO THE SOUTHERLY R.O.W. LINE OF A COUNTY ROAD KNOWN AS ARGUS BLVD.; THENCE EASTERLY ALONG THE SOUTHERLY R.O.W. LINE OF SAID ARGUS BLVD., A DISTANCE OF 1245.67 FEET, MORE OR LESS, TO INTERSECT THE WESTERLY R.O.W. LINE OF SAID 21ST STREET, SAID WESTERLY R.O.W. LINE BEING 70.0 FEET WESTERLY OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 1 DEGREE 22 MINUTES 46 SECONDS EAST, ALONG THE WESTERLY R.O.W. LINE, A DISTANCE OF 1030.0 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.

B-2 EXCEPTIONS (EXHIBIT C)

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**

2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**

4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**

6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**

7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.**

8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MARCH 12 1874 IN BOOK K AT PAGE 111.

9. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1971, IN BOOK 2427 AT PAGE 26.

   NOTE: A PORTION OF SAID EASEMENT WAS QUITCLAIMED TO EL PASO COUNTY BY INSTRUMENT RECORDED SEPTEMBER 19, 1972 IN BOOK 2524 AT PAGE 147.

10. DEED FOR ROAD RECORDED SEPTEMBER 12, 1972 IN BOOK 2522 AT PAGE 431 AND RECORDED SEPTEMBER 12, 1972 IN BOOK 2522 AT PAGE 432.

11. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 19, 1972, IN BOOK 2524 AT PAGE 150.

12. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED FEBRUARY 11, 1976, IN BOOK 2808 AT PAGE 676.

13. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION ORDINANCE TO THE CITY OF COLORADO SPRINGS RECORDED DECEMBER 28, 1978 IN BOOK 3124 AT PAGE 387. ANNEXATION MAP IN CONJUNCTION THEREWITH RECORDED DECEMBER 28, 1978 IN BOOK 3124 AT PAGE 392.

14. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENTS FOR ORION DRIVE/BEAR CREEK PARK STORM SEWER OUTFALL PROJECT RECORDED APRIL 10, 1989 IN BOOK 5620 AT PAGE 915 AND RECORDED APRIL 10, 1989 IN BOOK 5620 AT PAGE 925 AND RECORDED APRIL 10, 1989 IN BOOK 5620 AT PAGE 935 AND RECORDED

APRIL 10, 1989 IN BOOK 5620 AT PAGE 945 AND AMENDED BY INSTRUMENT RECORDED SEPTEMBER 19, 1989 IN BOOK 5669 AT PAGE 637.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF TEMPORARY AND PERMANENT ROADWAY EASEMENT RECORDED AUGUST 24, 1995 IN BOOK 6710 AT PAGE 222 AND RECORDED AUGUST 24, 1995 IN BOOK 6710 AT PAGE 227.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-EXCLUSIVE PERMANENT EASEMENT RECORDED JUNE 05, 2008 UNDER RECEPTION NO. 208064663 AND RERECORDED JUNE 16, 2008 AT RECEPTION NO. 208068218.

17. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 11-60 RECORDED FEBRUARY 16, 2011 AT RECEPTION NO. 211017587.

18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BEAR CREEK GARDENS RECORDED FEBRUARY 9, 1889 IN BOOK C AT PAGE 14.

19. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAR CREEK AS THE SAME MAY COURSE THROUGH THE SUBJECT PREMISES AS EVIDENCED BY EL PASO COUNTY ASSESSOR'S MAP.

20. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE CONSERVATION EASEMENT FROM EL PASO COUNTY PARK AND RECREATION DISTRICT, OF EL PASO COUNTY, COLORADO TO THE PALMER LAND TRUST RECORDED Dec 22, 2014 AT RECEPTION NO. 214117456

[illegible] and attested [illegible] day and year [illegible]
[illegible]
Attest [illegible] Secretary [illegible]
[illegible] Sec.

Territory of [illegible] } ss
[illegible]
[illegible] Notary Public [illegible] Christian [illegible]
[illegible] personally
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Notary Public

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Patent
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[illegible] } The United States of America
[illegible] To all to whom these presents shall come Greeting:
[illegible] Land Office of the [illegible] Office at [illegible] 1862 [illegible] South East [illegible] containing [illegible] the said [illegible]
In testimony whereof [illegible]
By the President U. S. Grant
[illegible] Sec'y.
[illegible] Recorder of the General Land Office

United States
To
[illegible] A. Davis
Patent
[illegible]
August 15th 187-
[illegible]

[illegible] } [illegible] States of America
[illegible] To all to whom these presents shall come Greeting:
[illegible] of the
[illegible] the said Office
[illegible] Greeting: [illegible] it appears that
[illegible] by the said Henry A. [illegible]

[illegible] Act [illegible] to the official [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] by the said [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] in consideration of the premises, and in conformity [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Have Given and Granted, and by these presents do give and grant unto the said [illegible] [illegible] [illegible] [illegible] [illegible] To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said [illegible] [illegible] [illegible] [illegible] [illegible] In testimony whereof, I, Ulysses S. Grant, President of the United States [illegible] have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] and of the Independence of the United States the [illegible]

By the President U. S. Grant

[illegible] Secty

Recorded Vol. 3 Page 130. [illegible] Recorder of the General Land Office

[illegible]

[illegible]

$5,000,000

[illegible]

[illegible] President

[illegible] Secretary

[illegible]
[illegible]
[illegible]
[illegible]
} Trustees

[illegible] 15th day of January A.D. 1874.

[illegible]

[illegible] Pilkie

President and Treasurer [illegible] Colorado this [illegible]

Attest [illegible] Secretary

[illegible] (Seal)

[illegible] (Seal)

State of Colorado } ss

County of [illegible]

[illegible] for the Colorado Lily Mining Company [illegible] Secretary of said Mining Company who are personally known to me to be the [illegible] described in the annexed Deed appeared [illegible] the said instrument [illegible] purposes therein set forth.

[illegible] 1878.

[illegible]

Notary Public

Utica Lode

Patent

Issued at Denver

Dec. 12th 1872

Contest [illegible]

Patent No. [illegible]

The United States of America

To all to whom these presents shall come Greeting:

Whereas [illegible] Register of the Land Office at Denver [illegible] that pursuant to the [illegible] of Congress approved May 10th 1872 "To promote the development of the mineral resources of the public domain" and the acts supplemental thereto [illegible] Thomas C. White has [illegible] the North East Quarter of Section [illegible] Township [illegible] South Range [illegible] West in the [illegible] District containing [illegible] acres and [illegible] hundredths according to the official plat of the survey of the said land returned to the Land Office by the Surveyor General. Now know ye that there is therefore granted by the United States unto the said Thomas C. White the tract of land so described to have and to hold the said tract of land with the appurtenances thereof unto the said Thomas C. White and to his heirs and assigns forever.

In testimony whereof I, Ulysses S. Grant President of the United States of America have caused these letters to be made patent and the seal of the General Land Office to be affixed.

Given under my hand at the City of Washington the sixth day of October in the year of our Lord one thousand eight hundred and seventy one and of the Independence of the United States the ninety sixth.

By the President: U. S. Grant

By J. Patrick, Secy

Recorded Vol. 1, Page 3 } [illegible] in the Office of the General Land Office

---

United States

to

Hosea A. Boulé

Patent

Filed for record at 9 o'clock A.M.

March 13th 1882

[illegible]

Certificate No. 1391

The United States of America

To all to whom these presents shall come Greeting:

Whereas Hosea A. Boulé of Arapahoe County, Colorado Territory has deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Denver, Colorado [illegible]

[illegible]

24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands" for the South East Quarter of Section [illegible] Township [illegible] in Township [illegible] North, Range [illegible] West in the District of lands subject to sale at [illegible] containing one hundred and [illegible] acres, according to the official Plat of the Survey of the said lands returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said Horace A. Scott [illegible] Now know ye, that the United States, in consideration of the premises, and in conformity with the provisions of the act of Congress, entitled "An act to provide for the sale of the public lands", have given and granted, and by these presents do give and grant unto the said Horace A. Scott and to his heirs, the said tract above described, to have and to hold the same, together with all the rights, privileges, and appurtenances of whatever nature, thereunto belonging, unto the said Horace A. Scott and to his heirs and assigns forever.

In witness whereof, I, Ulysses S. Grant, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the 6th day of November, in the year of our Lord one thousand eight hundred and [illegible], and of the Independence of the United States the [illegible].

By the President: U. S. Grant

By J. P. Dean, Sec'y

Recorded Vol. 3 page 130 — Tho. Jefferson Lowndes, Recorder of the General Land Office

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[illegible] General Land Office

[illegible]

[illegible] 5th 1844

[illegible]

[illegible] Dec. 21, 1875.

[illegible] President — 5,000,000

[illegible] — 11,500,000

[illegible] — 11,500,000

[illegible] Hamilton, President

[illegible] Jackson, Secretary

Directors: [illegible], [illegible], [illegible], [illegible], [illegible]

Acknowledged [illegible] before me by the certain [illegible] this 15th day of January A.D. 1844.

[illegible]

Matt. Frazier, Notary Public

[illegible] 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the [illegible] Quarter of Section [illegible] [illegible] [illegible] containing [illegible] acres [illegible] [illegible] [illegible] hundred and [illegible] acres, according to the Official Plat of the Survey of the said Lands, returned to the General Land Office [illegible] [illegible] [illegible] which said tract has been purchased by the said [illegible] Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, Have Given and Granted, and by these presents Do Give and Grant, unto the said [illegible] and to [illegible] the said tract above described; To Have and to Hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said [illegible] and to [illegible] heirs and assigns forever. In testimony whereof, I, [illegible] [illegible] President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the sixth day of November, in the year of our Lord one thousand eight hundred and seventy-two, and of the Independence of the United States the ninety-seventh.

Recorded [illegible] [illegible]

By the President U. S. Grant
By [illegible] Secty

Recorded Vol. 3 Page 120 [illegible] Recorder of the General Land Office

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[illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Company

[illegible] [illegible] [illegible] commences business

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] January 15th 1874

[illegible] 1874 [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] for the year ending [illegible] 31 1873.

[illegible] [illegible]	[illegible]
[illegible] [illegible] [illegible]	[illegible]
[illegible] [illegible]	4,604.00

[illegible] President

[illegible]
Directors

[illegible]
[illegible]
[illegible]
[illegible]
Trustees

Subscribed and sworn to before me by [illegible] [illegible] [illegible] this 15th day of January A. D. 1874

[illegible] [illegible]
Notary Public

Notarial Seal

Received at 2:16 o'clock P M. AUG 5 1971
819443 HARRIET BEALS

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO 100/THS ($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor," hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee," do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit: over and across a portion of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, to wit:

1. The Northerly eighty (80) feet of the Northeast Quarter of the Northwest Quarter of said Section 23.

2. The Southerly fifty (50) feet of the Northerly eighty (80) feet of the Northeast Quarter of said Section 23, excepting the Easterly 205.40 feet thereof.

3. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.40 feet; thence angle left 90°00' Southerly, a distance of 30.00 feet to the true point of beginning of the tract herein described; thence angle left 90°00' Easterly and parallel to said Northerly line of said Section, a distance of 120.00 feet; thence angle right 90°00' Southerly a distance of 120.00 feet; thence angle right 90°00' Westerly a distance of 40.00 feet; thence angle left 90°00' Southerly, a distance of 99.30 feet; thence angle right 90°00' Westerly, a distance of 80.00 feet; thence angle right 90°00' Northerly, a distance of 219.30 feet to the point of beginning.

4. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.4 feet; thence S 1°38' E, a distance of 780.00 feet to the true point of beginning of the tract herein described; thence S 83°48' W, a distance of 40.00 feet; thence S 1°38' E, a distance of 120.00 feet; thence N 83°48' E, a distance of 40.00 feet; thence N 1°38' W, a distance of 120.00 feet to the point of beginning.

Over and across a portion of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado. Said Right of Way and Easement to be eighty (80) feet in width, forty (40) feet each side of a centerline described as follows:

5. Commencing at the Center of said Section 15; thence S 0°32'30" W, a distance of 462.10 feet along the North-South centerline of said Section 15; thence S 64°32'00" W, a distance of 550.34 feet; thence N 47°10'00" W a distance of 320.00 feet to the true point of beginning of said centerline; thence

S 47°10'00" E, a distance of 320.00 feet; thence S 79°38'00" E, 2903.00 feet, more or less, to a point lying 40.00 feet West of, and 50.00 feet North of, the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15; thence Southerly parallel to, and 40.00 feet distant from, the East line of Section 15, to intersect the South line of said Section 15 at a point 40.00 feet Westerly from the Southeast corner of said Section 15.

6. Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; thence Northerly along the East line of said Section 15, a distance of 10.00 feet to the true point of beginning of the tract herein described; thence continuing on last mentioned course 120.00 feet; thence angle left 90°00' Westerly, a distance of 120.00 feet; thence angle left 90°00' Southerly, a distance of 120.00 feet; thence angle left 90°00' Eastorly a distance of 120.00 feet to the point of beginning.

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

It is expressly understood and agreed that El Paso County reserves the right at any time to use the Northerly twenty (20) feet of that portion of the Right of Way granted herein described under Paragraph 2 above should the County at any time determine it is necessary for the widening of Gold Camp Road and that said twenty (20) feet may be used as part of said Gold Camp Road System.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 5th day of August, A.D. 1971.

EL PASO COUNTY SEAL COLORADO

ATTEST:

Clerk and Recorder

By Verna Feilner Deputy County Clerk

EL PASO COUNTY

By James R. Ross

Chairman of the Board of County Commissioners

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 5th day of August, 1971, by James R. Ross as Chairman of the Board of County Commissioners and Verna Feilner as Deputy Clerk and Recorder of El Paso County.

My Commission Expires:
September 7, 1971

James N. Ingersoll
NOTARY PUBLIC

NOTARY PUBLIC STATE OF COLORADO

Received at 8:25 o'clock A M. SEP 19 1972 BOOK 2524 PAGE 147

Reception No. 919262 HARRIET BEALS

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF COLORADO SPRINGS, COLORADO, a Municipal Corporation of the State of Colorado, acting by and through T. EUGENE McCLEARY, Mayor and President of the City Council of said City, and duly appointed Commissioner to Convey, in consideration of TEN AND NO/100ths DOLLARS ($10.00) and other good and valuable consideration, does hereby grant the Quitclaim to ____ EL PASO COUNTY, COLORADO ____ all rights and interests which the City of Colorado Springs, Colorado, may have for utility easements over the following described property situate in the County of El Paso, State of Colorado, to wit:

All of the following described portions of that Right of Way and Easement recorded in Book 2427 at Pages 26 and 27 under Reception Number 819443 of the records of El Paso County, Colorado.

STATE DOCUMENTARY
SEP 19 1972
FEE $ None

SEE ATTACHED DESCRIPTIONS

IN WITNESS WHEREOF, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized officer and Commissioner to Convey this 8th day of August, 1972.

CITY OF COLORADO SPRINGS

By: T. Eugene McCleary
T. EUGENE McCLEARY
Mayor and Commissioner to Convey

ATTEST:

R. E. Parker
R. E. PARKER
City Clerk

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 8th day of August, 1972 by T. EUGENE McCLEARY, Mayor and President of the City Council and Commissioner to Convey and R. E. PARKER, City Clerk of the City of Colorado Springs, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL

Thelma Fraser
Notary Public

My Commission Expires:
April 13, 1974

THELMA FRASER NOTARY PUBLIC STATE OF COLORADO

DESCRIPTION

1. The Northerly eighty (80) feet of the Northeast quarter of the Northwest quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

2. Commencing at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; thence Northerly along the East line of said Section 15, a distance of 10.00 feet to the true point of beginning of the tract herein described; thence continuing on the last mentioned course, a distance of 120.00 feet; thence angle left 90° 00' Westerly, a distance of 120.00 feet; thence angle left 90° 00' Southerly, a distance of 120.00 feet; thence angle left 90° 00' Easterly, a distance of 120.00 feet to the point of beginning.

3. A strip of land eighty (80) feet in width lying forty (40) feet either side of the following described centerline: Commencing at a point on the South line of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; said point being 40.00 feet Westerly from the Southeast corner of said Section 15; thence Northerly, parallel to and 40.00 feet distant from, the East line of said Section 15, to a point lying 40.00 feet West of and 50.00 feet North of, measured at right angles, the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 15; thence N 79° 38' 00" W, a distance of 525.40 feet.

Filed for record the SEP 12 1972 A. D. 19 11:45 A.M. BOOK 2522 PAGE 432

No. 917375 HARRIET BEALS Recorder

This Deed, Made this 11th day of September, in the year of our Lord one thousand nine hundred and seventy-two, between El Paso County, an organized County within State of Colorado of the County of El Paso and State of Colorado, of the first part, and El Paso County, an organized County within the State of Colorado, of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of One and other good and valuable consideration----------DOLLARS, to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has sold, conveyed and Quit-Claimed, and by these presents does sell, convey and Quit-Claim unto the said party of the second part, its successors and assigns, For the Purpose of Constructing and Maintaining Thereon a Public Highway, all the following described land situate, lying and being in the County of El Paso and State of Colorado, to-wit:

A Strip of land situated in the East one-half of the Northwest quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County Colorado, more particularly described as follows:

The Northerly 100 feet of the Southerly 140 feet of Lots 4 and 11 in Bear Creek Gardens, as recorded in Plat Book C at Page 14 of the El Paso County Records.

The above described tract containing an area of 3.0199 acres, more or less.

To Have and to Hold the Same, and all the estate, right, title and interest of the said party of the first part, for the uses and purposes hereinabove specified.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

El Paso County, an organized
within the State of Colorado

By James R. Ross
Commissioner to Convey

STATE OF COLORADO
County of EL PASO } ss.

I do hereby certify that James R. Ross, Commissioner to Convey personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing deed as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 11th day of September A.D. 1972.

My commission expires March 2, 1976

Verna M. Fisher
Notary Public

Received at 6:22 o'clock A M. SEP 19 1972

Reception No. 919264 HARRIET BEALS

BOOK 2524 PAGE 150

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100ths DOLLARS ($1.00), in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", do hereby grant, sell, and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

1. Over and across a portion of the Southeast quarter of the Southwest quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

   Said Right of Way and Easement to be fifty (50) feet in width, described as follows:

   Beginning at a point on the South line of said Section 14, a distance of 59.30 feet Westerly thereon from the Southeast corner of the Southwest quarter; Course No. 1: thence Northerly on the Westerly right of way line of South 21st Street as presently traveled, a distance of 1,276 feet more or less to the South line of the existing cemetery as presently located, said cemetery being defined as being 21 feet (North-South) by 37 feet (East-West) lying Southerly of and adjacent to a line drawn 30 feet Southerly from and parallel with the North line of the Southeast quarter of the Southwest quarter of said Section 14, and Westerly of and adjacent to the Westerly right of way line of South 21st Street as presently traveled; Course No. 2: thence Westerly on the Southerly line of said cemetery, 37 feet to the Southwest corner thereof; Course No. 3: thence Northerly on the Westerly line of said cemetery, 21 feet to the Northwest corner thereof; Course No. 4: thence Westerly on a line 30 feet Southerly from and parallel with the Northerly line of said Southeast quarter of the Southwest quarter of said Section 14, a distance of 350 feet more or less to intersect the Southerly right of way line of the County Road known as the Lower Gold Camp Road; Course No. 5: thence Westerly on said Southerly line, a distance of 900 feet more or less to intersect the Westerly line of said Southeast quarter of the Southwest quarter; Course No. 6: thence Southerly on said Westerly line 50 feet to intersect a line drawn 50 feet Southerly from and parallel with the Southerly line of said County Road; Course No. 7: thence Easterly, 50 feet Southerly from and parallel with Course No. 5 as hereinabove described, a distance of 905 feet more or less to intersect a line drawn 50 feet Southerly from and parallel with Course No. 4 as hereinabove described; Course No. 8: thence Easterly, 50 feet Southerly from and parallel with the aforementioned Course No. 4, a distance of 340 feet more or less to intersect a line drawn 50 feet Westerly from and parallel with Course No. 1 hereinabove described; Course No. 9: thence Southerly on a line 50 feet Westerly from and parallel with said Course No. 1, a distance of 1,250 feet more or less to intersect the aforementioned South line of said Section 14; Course No. 10: thence Easterly on said Southerly line, 50 feet to the point of beginning.

2. Over and across a portion of the Northwest quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, described as follows:

   Beginning at a point on the North line of said Section 23, a distance of 59.30 feet Westerly thereon from the Northeast corner of the Northwest quarter of said Section 23, thence S 1°18'42" W, a distance of 120.00 feet; thence S 89°29'35" W, a distance of 120.00 feet; thence N 1°18' 42" E, a distance of 120.00 feet; thence N 89°29'35" E, a distance of 120.00 feet to the point of beginning.

3. Over and across a portion of the Southeast quarter of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, described as follows:

   An easement for utility purposes over and across a strip of land 80.00 feet in width and lying 40.00 feet on each side of the following described centerline: Commencing at the point of intersection of the East line of said Section 15 with the Southerly line of Lower Gold Camp Road; thence Northwesterly on the Southerly line of said Lower Gold Camp Road, a distance of 53.40 feet to the point of beginning of the centerline of said utility easement; thence angle left 49°15'00" Southwesterly, a distance of 620 feet more or less to intersect the existing electrical line right of way and easement identified as "No. 5", recorded in Book 2427 at Page 26 of the records of El Paso County, Colorado, and the terminus of the centerline of said utility easement, extending or shortening the side lines of said 80 foot strip to terminate at the Southerly line of the aforementioned Lower Gold Camp Road, and extending or shortening the side lines of said 80 foot strip to terminate at the Northerly line of said right of way described in said Book 2427 at Page 28.

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance, or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

IN WITNESS WHEREOF, the undersigned have hereunto set his hand and seal, this 11th day of September, A.D. 1972.

EL PASO COUNTY

By _____
Chairman of the Board of County Commissioners and Commissioner to Convey

EL PASO COUNTY SEAL ATTEST

_____
Deputy Clerk and Recorder

STATE OF COLORADO)
ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 11th day of September, 1972, by James R. Ross, Commissioner to Convey, as Chairman of the Board of County Commissioners and Norman C. Foote as Deputy Clerk and Recorder of El Paso County.

_____
Notary Public

My Commission Expires:
March 2, 1976.

2-11-76

STATE OF COLORADO, COUNTY OF EL PASO FEB 11 1976
RECORDED AT 11:00 O'CLOCK a.m.
RECEPTION NO. 210499 HARRIET BEALS

BOOK 2808 PAGE 676

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of One and NO/100ths DOLLARS ($1.00), in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", do hereby grant, sell, and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary vaults, wires, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to-wit:

> Under and across a portion of Lot 2, Bear Creek Gardens as recorded in Book C at Page 14 of the records of El Paso County, Colorado. Said Right of Way and Easement to be ten (10) feet in width, five (5) feet each side of the following described centerline: Commencing at the Southeast corner of said Lot 2; thence North along the East line of said Lot 2, a distance of 110.00 feet to the point of beginning of said centerline; thence angle left 90° Westerly, a distance of 480.00 feet

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance, and operations of said lines.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 5th day of February A.D. 1976.

SEAL

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By John B. Vaeth
Chairman and Commissioner to Convey

ATTEST:
Harriet Beals
County Clerk

STATE OF COLORADO }
COUNTY OF EL PASO } ss

The foregoing instrument was acknowledged before me this 5th day of February A.D., 1976, by John B. Vaeth, Chairman and Commissioner to Convey, and Harriet Beals, County Clerk.

Verna M Feisher
Notary Public

My commission expires 3/2/76.

ANNEXATION MAP

SOUTHWEST ANNEXATION

TO THE CITY OF COLORADO

EL PASO COUNTY, COLO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, THE CITY OF COLORADO SPRINGS, [illegible] HEREBY DECLARE THAT THE ATTACHED MAP CORRECTLY SHOWS THE BOUNDARIES OF THE REAL PROPERTY [illegible] AND THAT SAID ANNEXATION MAP SHOWS CORRECTLY THE RELATIONSHIP OF SAID TRACT OF LAND TO THE ESTABLISHED LIMITS OF THE CITY OF COLORADO SPRINGS, COLORADO, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS

TO WIT:

A TRACT OF LAND IN TOWNSHIPS 14 AND 15 SOUTH, RANGES 66 AND 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, [illegible] COUNTY, COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT [illegible] ABOUT [illegible] TO THE CITY OF COLORADO SPRINGS AND ANNEXED TO THE CITY OF COLORADO SPRINGS ON [illegible] 1966, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF A PUBLIC ROAD BEING THE EASTERLY [illegible] OF 26TH STREET; THENCE [illegible] ALONG SAID WEST RIGHT-OF-WAY LINE [illegible] DEGREES [illegible] MINUTES [illegible] SECONDS EAST [illegible] WESTERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD KNOWN AS [illegible] 22, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE [illegible] ALONG SAID WEST LINE OF SECTION 22, SAID SECTION 22, SAID LINE BEING [illegible] SOUTHEAST CORNER OF THE [illegible] OF SECTION 21, TO [illegible] 14 EAST, [illegible] 67 WEST; THENCE WESTERLY ALONG THE SOUTH LINE OF [illegible] NORTHWEST [illegible] TO THE SOUTHWEST CORNER OF THE SOUTHEAST [illegible] OF THE NORTHWEST [illegible] OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHEAST [illegible] OF THE SOUTHEAST [illegible] TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST [illegible] OF THE SOUTHEAST [illegible] TO THE SOUTHEAST CORNER THEREOF, SAID POINT BEING ON THE WEST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE [illegible] ALONG THE WEST LINE OF SECTION 22 AND THE WEST LINE OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 67 WEST, [illegible] SOUTHWEST CORNER OF THE SOUTHEAST [illegible] OF SAID SECTION 27; THENCE SOUTHEASTERLY ALONG A [illegible] LINE [illegible] TO THE SOUTHEAST CORNER OF THE NORTHWEST [illegible] OF THE SOUTHEAST [illegible] OF SAID SECTION 27, SAID POINT BEING ALSO [illegible] THE NORTHEAST CORNER OF THE NORTHWEST [illegible] OF THE NORTHEAST [illegible] OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO ITS INTERSECTION WITH THE WESTERLY CORNER OF THE NORTHEAST [illegible] OF THE SOUTHEAST [illegible] OF SAID SECTION 34, SAID POINT BEING [illegible] THE NORTHWEST CORNER OF THE SOUTHWEST [illegible] OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE [illegible] ALONG A STRAIGHT LINE [illegible] TO ITS POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SAID SOUTHWEST [illegible] THE NORTHWEST CORNER OF THE NORTHEAST [illegible] OF THE NORTHEAST [illegible] OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 67 WEST; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID WEST HALF [illegible] OF THE NORTHEAST [illegible] SECTION 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD KNOWN AS OLD STAGE ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE OLD STAGE ROAD TO THE SOUTHERLY RIGHT-OF-WAY OF CHEYENNE MOUNTAIN BOULEVARD UNTIL IT INTERSECTS THE SOUTHERLY LINE OF MARLAND ROAD IN THE SOUTH ½ OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MARLAND ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF MARLAND ROAD WHICH RUNS IN A SOUTHERLY DIRECTION, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 2931, PAGE [illegible] OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF MARLAND ROAD TO ITS INTERSECTION WITH THE SOUTHWEST CORNER OF SAID TRACT RECORDED IN BOOK 2931, PAGE 87; THENCE SOUTHEASTERLY ALONG A BEARING OF SOUTH 25°46' EAST A DISTANCE OF 582.82 FEET TO A POINT OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING RADIUS OF 650.0 FEET, A DISTANCE OF 85.24 FEET; THENCE NORTHEASTERLY PARALLEL TO THE ABOVE TO SERVE A DISTANCE OF 133.46 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF LOT 4, HOLLY RIDGE HEIGHTS SUBDIVISION AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION EXTENDED EASTERLY A DISTANCE OF [illegible] FEET TO ITS POINT OF INTERSECTION WITH THE EXISTING CORPORATE BOUNDARY LINE OF THE CITY OF COLORADO SPRINGS AS ANNEXED UNDER GATES ADDITION NO. [illegible] TO THE CITY OF COLORADO SPRINGS; THENCE COMMENCING IN A NORTHERLY DIRECTION ALONG THE EXISTING CORPORATE BOUNDARIES OF THE CITY OF COLORADO SPRINGS UNTIL IT INTERSECTS WITH THE POINT OF BEGINNING, EXCLUDING THOSE EXISTING SUBDIVISIONS CALVERT HEIGHTS ADDITION, COLORADO CITY AND CALVERT HEIGHTS ADDITION, CALVERT HEIGHTS ADDITION NO. 2 AND CRESTO [illegible] ADDITION NO. 1, ALL OF WHICH HAVE BEEN ANNEXED TO THE CITY OF COLORADO SPRINGS SINCE OCTOBER OF 1976.

[illegible]

COLORADO, [illegible]

ATTEST [illegible]

STATE OF COLORADO

[illegible]

THE ABOVE [illegible]

LAWRENCE [illegible]

STATE OF [illegible]

COUNTY OF EL

I HEREBY CERT

[illegible]

FEE [illegible]

THE [illegible]

ACCURATELY SH

ANNEXATION MAP

NEXATION AREA ADDITION

ITY OF COLORADO SPRINGS,
ASO COUNTY, COLORADO.

SY DECLARE
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SAID TRACT RECORDED
DIST OF A CURVE TO
EASTERLY TO POINT
NORTHWESTERLY
DIVERGING TO THE
STANCE OF 206.66
ALONG DAVID
ADDED CORN
RATIO
NEWBERY

DONE PURSUANT TO ORDINANCE NO. 78-218 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, ON THE 12th DAY OF DECEMBER, 1978 A.D.

ATTEST: R.E. Parker
CITY CLERK

MAYOR

STATE OF COLORADO
COUNTY OF EL PASO

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF December, 1978 A.D., BY [illegible] CITY OF COLORADO SPRINGS, COLORADO, ACKNOWLEDGED THIS AS MAYOR AND [illegible] OF THE CITY OF COLORADO SPRINGS, COLORADO.
WITNESS MY HAND AND OFFICIAL SEAL

Florence E. Sauter
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-8-79

STATE OF COLORADO
COUNTY OF EL PASO } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 12:15 O'CLOCK P.M. ON THE 28th DAY OF December, 1978 A.D. AND IS DULY RECORDED IN BOOK 3124 AT PAGE 934, RECEPTION NUMBER 300031, FEES $20.00

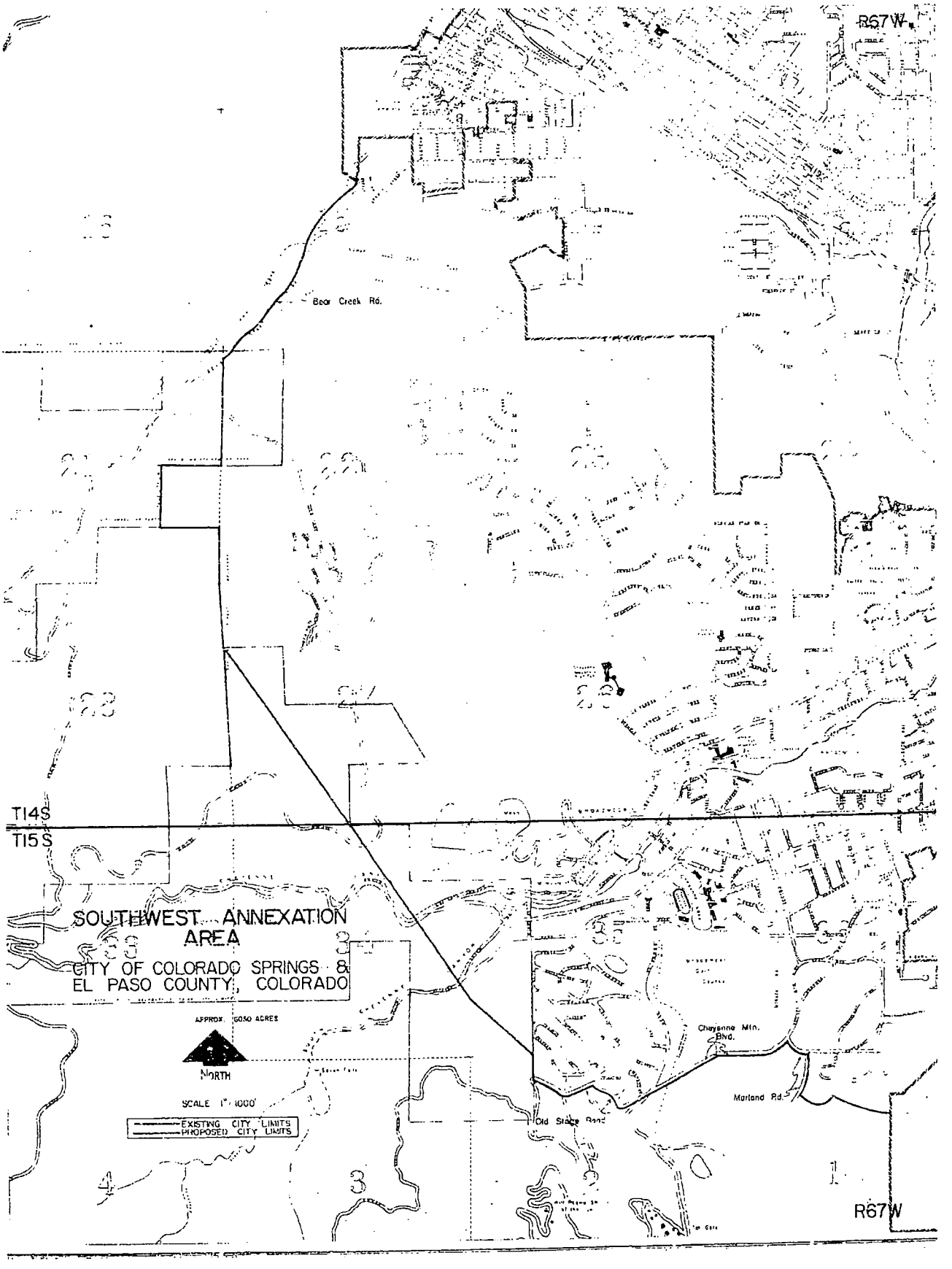
Harriet Beals
HARRIET BEALS, RECORDER

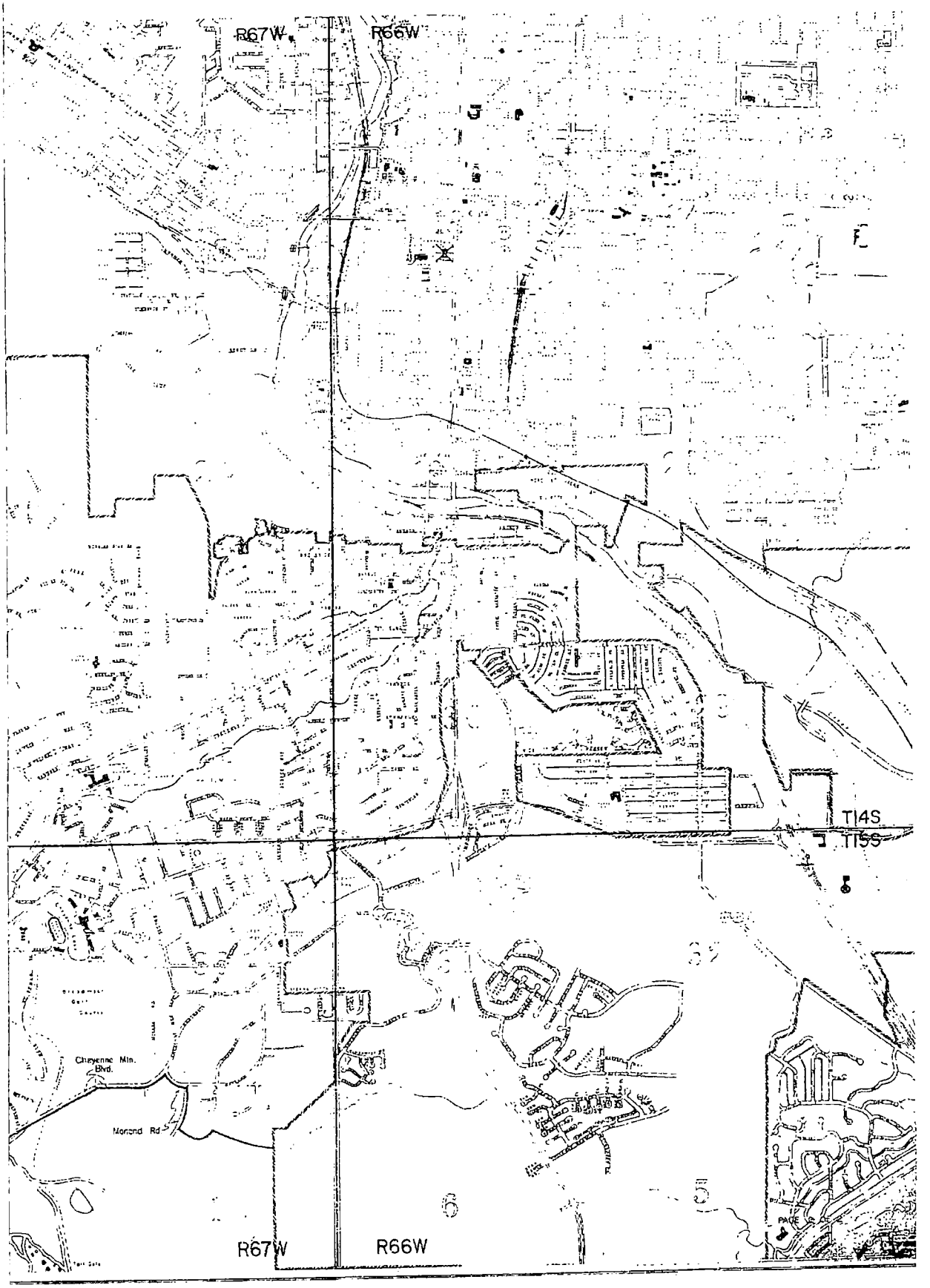
BY: Dorothy Rasmussen
DEPUTY

THE UNDERSIGNED HEREBY CERTIFIES THAT THE MAP ATTACHED HERETO WAS COMPILED AND DRAWN UNDER HIS SUPERVISION AND THAT SAID MAP ACCURATELY SHOWS THE BOUNDARIES OF THE PLACE TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

Donald L. Newberry
REGISTERED LAND SURVEYOR AND CITY ENGINEER
OF THE CITY OF COLORADO SPRINGS, COLORADO

DATE: Dec. 27, 1978


R67W
Bear Creek Rd.
T14S
T15S
SOUTHWEST ANNEXATION AREA
CITY OF COLORADO SPRINGS &
EL PASO COUNTY, COLORADO
APPROX. 6050 ACRES
NORTH
SCALE 1" = 1000'
EXISTING CITY LIMITS
PROPOSED CITY LIMITS
Cheyenne Mtn. Blvd.
Marland Rd.
Old State Road
R67W


R67W
R66W
T14S
T15S
Cheyenne Mtn. Blvd.
Morland Rd
R67W
R66W

9 19 1989

165935 1989 SEP 19 AM 11:51 BOOK 5660 PAGE 0637

THIS IS A CORRECTED VERSION OF THE AGREEMENT AND EASEMENT WHICH ACCOMPANIED RESOLUTION NO. 89-101, LAND TRANSFER-3, RECORDED APRIL 10, 1989, AT BOOK 5620, AT PAGE 945, OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.

Resolution No. 89-101, Land Transfer-3

EXHIBIT 2

AMENDED AGREEMENT

FOR

ORION DRIVE/BEAR CREEK PARK STORM SEWER OUTFALL PROJECT

THIS AMENDED AGREEMENT made and entered into this 12th day of September, 1989, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, (hereinafter called "BOARD") and the CITY OF COLORADO SPRINGS (hereinafter called "CITY").

RECITALS:

A. The CITY is in the process of constructing an Underground Storm Drainage System located within the City of Colorado Springs, El Paso County, Colorado.

B. In approving the development plan of the Storm Drainage System the CITY has requested the construction of an underground storm sewer across Bear Creek Park which property is owned by the COUNTY OF EL PASO.

C. The BOARD is agreeable to providing an easement for storm sewer purposes under the terms and conditions as contained in this Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL CONSIDERATIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Based upon the conditions contained herein, the BOARD shall grant a temporary construction and a perpetual subsurface easement to the CITY for underground storm sewer purposes, which easement shall be in the form attached to this Agreement and incorporated herein by reference.

2. The agreement and obligations of the BOARD to grant an easement to the CITY is conditioned upon the following:

a. the location and alignment of the underground storm sewer must be approved and be in accordance with EL PASO COUNTY PARK staff recommendations;

b. all construction and restoration work related to the construction of the storm sewer must be commenced and completed within one year of the date of approval for the easement; and, in the eventuality that construction and restoration is not completed within one (1) year from the date of the grant of easement, then said easement shall be vacated and shall revert to EL PASO COUNTY without recourse on the part of the CITY;

c. although the CITY will have the responsibility of approving the design and specifications of the storm sewer and will have the responsibility of maintenance for the same, nonetheless, the EL PASO COUNTY PARK DEPARTMENT shall have the right to review all drawings and specifications making comments thereon before commencement of construction and shall further indicate their approval by signing a standard form cover sheet;

d. the CITY will have the responsibility for the Revegetation/Restoration of the initial construction required within the easement in accordance with the Revegetation/Restoration Plan attached hereto and incorporated by reference herein;

9 19 1989

BOOK 5669 PAGE 0638

c. The CITY will contact and coordinate with the COUNTY PARK DEPARTMENT prior to any routine maintenance and repair and, in the case of emergency repairs, will contact the PARK DEPARTMENT immediately following such emergency repairs; the CITY shall adequately revegetate and restore disturbed areas following any maintenance or repairs in accordance with the Revegetation/Restoration Plan attached hereto and incorporated by reference herein;

3. This Agreement shall be interpreted according to the laws of the State of Colorado and shall be binding upon successors and assigns.

DATED THE YEAR AND DATE first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman and Commissioner Ex Officio

ATTEST:

_____
Deputy County Clerk

CITY OF COLORADO SPRINGS
30 South Nevada Avenue
Colorado Springs, CO 80901

By: _____
Mayor, City of Colorado Springs

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

9 19 1989

BOOK 5669 PAGE 0639

EXHIBIT 2

AMENDED EASEMENT

FOR

ORION DRIVE/BEAR CREEK PARK STORM SEWER OUTFALL PROJECT

THIS GRANT OF AMENDED EASEMENT is made and executed this _____ day of September, 1989, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "GRANTOR") to the City of Colorado Springs (hereinafter "GRANTEE").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Amended Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and the CITY OF COLORADO SPRINGS, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quitclaim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

A temporary construction easement 75 & 135 feet in width for the purpose of construction of an underground storm sewer and a 50 & 110 foot wide permanent easement for the purposes of maintenance, repair and replacement of an underground storm sewer, which amended temporary and permanent easements are more particularly described in the attached legal descriptions identified as Attachments C and D which are incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The amended temporary easement granted herein shall be solely for the purpose of initial construction and shall terminate at the end of the construction period. The amended permanent easement granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

The permanent easement granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns provided, however, that said easement shall terminate at any time upon their permanent abandonment; or if construction does not commence and be completed within one (1) year from the date of this grant, the GRANTOR without recourse of the GRANTEE, may vacate the easement.

The temporary easement granted herein shall be in effect from the date of the grant and shall terminate at the end of the construction period or within one (1) year from the date of this grant, whichever occurs first.

9 19 1989

CONDITIONS

1. These easements are conditioned upon the GRANTEE providing all maintenance and repair of the underground storm sewer, which maintenance and repair will consist of revegetation of the easement area. Except for emergency repairs, the Grantee shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the GRANTEE shall restore and revegetate the easement area in accordance with that certain Agreement between the GRANTOR and GRANTEE dated of even date.

2. To the extent authorized by law, it is expressly agreed between Grantor and Grantee that the City of Colorado Springs as a political subdivision of the State of Colorado, shall indemnify the County of El Paso, as a political subdivision of the State of Colorado, to the extent of and subject to the provisions and limitations of liability under the Colorado Governmental Immunity Act, for any judgment against the County of El Paso by reason of and resulting from the negligent performance of, or failure to perform, by the City of Colorado Springs, any of Grantee's obligations and duties under the provisions of this easement, the parties understanding, however, that this indemnification provision is personal to and shall apply only to the County of El Paso, and shall not apply to or indemnify the successors and assigns of the County.

GRANTOR COVENANTS

The GRANTOR covenants and agrees that no act will be permitted within said easements which are inconsistent with the rights herein granted; that no permanent building will be erected or constructed upon said easements; and that the present grade or ground level of said easements will not be excessively changed by excavation or by filling; to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easements, of land fills; land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the GRANTEE's facilities constructed within the easements herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

BY: [signature]
Chairman and Commissioner, ex officio

ATTEST:

[signature]
Deputy County Clerk

9 19 1989

RECOMMENDED SEED MIX	% COMPOSITION
Fairway Crested Wheat	47.62
Annual Rye Grass	28.45
El Reno Sideoats Grama	6.20
Blue Grama	8.05
Sand Love Grass	8.74
Max. Inert Ingredients	5.00

Applied 0 32 lbs. PLS/acre.

9. Following seeding, excelsior fiber matt shall be installed on all disturbed areas for better moisture retention and erosion control and shall be properly anchored in accordance with manufacturers specifications. The City shall be responsible for insuring adequate germinaton of the seeded areas to insure proper restoration of all disturbed areas.

10. If adequate rainfall does not occur to promote adequate seed germination, the City shall be responsible for providing supplemental moisture to the seeded area.

11. Guarantees shall be provided by the City:

    A. All reseeding and revegetation shall be guaranteed for two (2) full growing seasons.

    B. All trenches and excavated areas shall be guaranteed against settling. If settling does occur, the City shall be responsible for regrading and reseeding the area.

    C. Any excessive erosion in the construction/easement area shall be repaired by the City, reseeded and erosion matted.

12. All construction activities shall be contained within the designated easement.

13. Any general and/or unspecified terminology included within these conditions such as: "adequate, equal to, better than, excessive, sufficient, etc." shall be defined and determined by the El Paso County Park Department.

SUBMITTED BY:

Mayor, City of Colorado Springs

APPROVED BY:

Director, El Paso County Park Department

APPROVED TO FORM
CORPORATE ATTORNEY
CITY OF COLORADO SPRINGS

9 19 1989

EXHIBIT 2

REVEGETATION/RESTORATION PLAN

FOR

ORION DRIVE/DEAR CREEK PARK STORM SEWER OUTFALL PROJECT

1. The City shall be responsible for the removal, disposal and general cleanup of any trees, stumps and plant material cut down due to construction operations and which are approved for removal by the County Park Department. Any vegetation approved for removal shall be replaced by the City with a variety and size as approved by the County Park Department.

2. If topsoil exists on the easement, it shall be removed and stockpiled prior to construction and redistributed before seedbed preparation.

3. During excavation, any rock, debris, trash, etc., that is unusable for backfill material shall be disposed of off site by the City or the City's approved contractor at the City's sole expense.

4. In the event that excavated material is unsuitable for backfill material, the City shall provide from its own source and at its own expense suitable materials for proper backfill and compaction.

5. All excavated areas and trenches shall be filled in 6" lifts and recompacted to minimum 95% standard proctor density. Final grade shall match existing surrounding grades.

6. Finish grading and seedbed preparation shall include the removal and offsite disposal of rocks, dirt clods and debris over two (2) inches in diameter. Native soil is to be tilled to a depth of six (6) inches. The soil surface shall be raked to provide an adequate seedbed. The Park Department shall review and approve seedbed prior to seeding.

7. Prior to seeding, the disturbed area shall be fertilized. The fertilizer analysis shall be 10-46-0 or approved equal. It shall be applied to the entire disturbed area at a uniform rate of not less than 50 pounds of nitrogen per acre.

8. The easement and all disturbed areas shall be seeded the entire length and width with an approved seed mixture. The seed mix shall be the Colorado Springs Seed Mix.

9 19 1989

BOOK 5669 PAGE 0843

Attachment "C", Sheet 1 of 2

Legal Descriptions Of A Storm Sewer Easement

The N 1/2 of N 1/2 of NE 1/4 of NW 1/4 of Section 23, Township 14S, Range 67 West of the 6th Principal Meridian, and Lots 1 to 14 inclusive of Bear Creek Gardens as recorded in Book 2687, page 716 of El Paso County, Colorado.

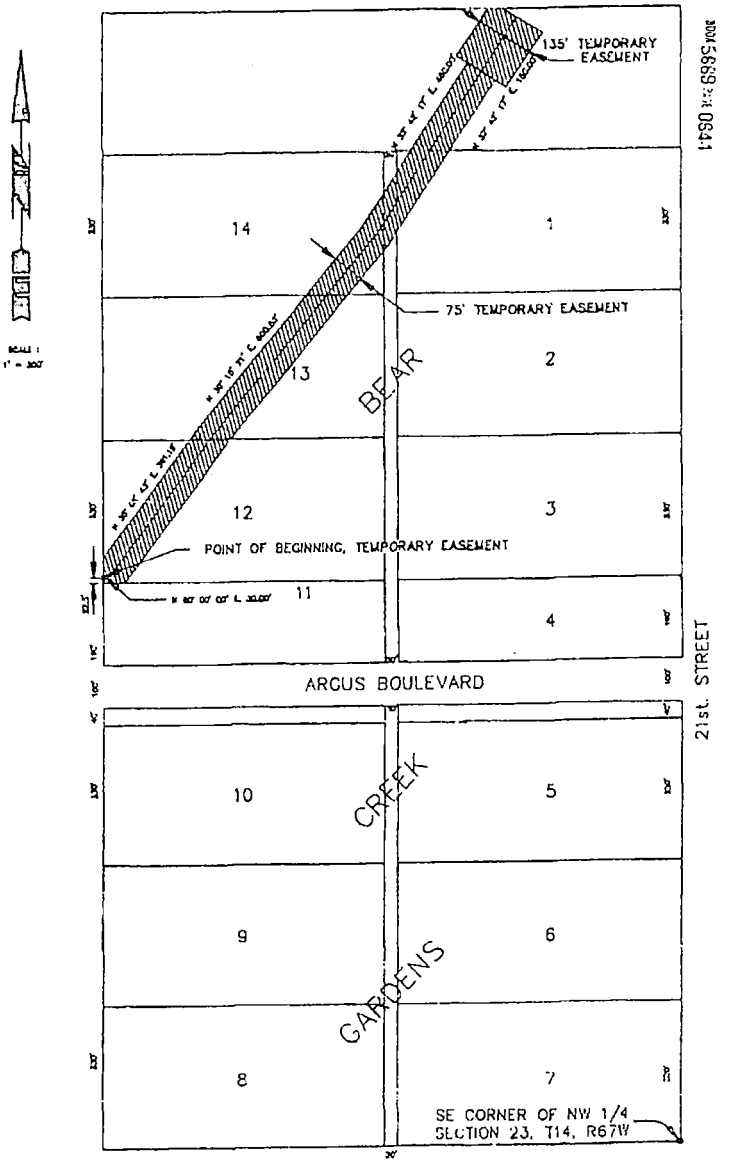
A temporary construction easement for the construction and installation of a storm sewer and appurtenances over, across, and through the above described property.

Said temporary construction easement being more particularly described as follows:

Beginning at the southwest corner of said lot 12; thence northerly along the west lot line of lot 12 a distance of 22.5 feet to the Point of Beginning of the centerline of a 75 foot wide temporary easement with the west lot line of lots 12, 13, and 14 assumed true north; thence a distance of 30.0 feet at a bearing of N 90° 00' 00" E; thence a distance of 391.18 feet at a bearing of N 35° 06' 43" E; thence a distance of 600.52 feet at a bearing of N 39° 15' 21" E; thence a distance of 450.00 feet at a bearing of N 32° 42' 17" E to the end of the 75 foot wide temporary easement; to the Point of Beginning of the centerline of a 135 foot wide temporary easement; thence a distance of 150.00 feet at a bearing of N 32° 42' 17" E to the end of the 135 foot wide temporary easement.
Said temporary easement containing 1.97 acres, more or less.

9 19 1989

BEAR CREEK REGIONAL PARK: ATTACHMENT C, SHEET 2 OF 2



9 19 1989

BOOK 5669 PAGE 0645

Attachment "D", Sheet 1 of 2

Legal Descriptions Of A Storm Sewer Easement

The N 1/2 of N 1/2 of NE 1/4 of NW 1/4 of Section 23, Township 14S, Range 67 West of the 6th Principal Meridian, and Lots 1 to 14 inclusive of Bear Creek Gardens as recorded in Book 2647, page 216 of El Paso County, Colorado.

A permanent easement for the construction, operation, maintenance, repair and replacement of a storm sewer and appurtenances, over, across and through the above described property.

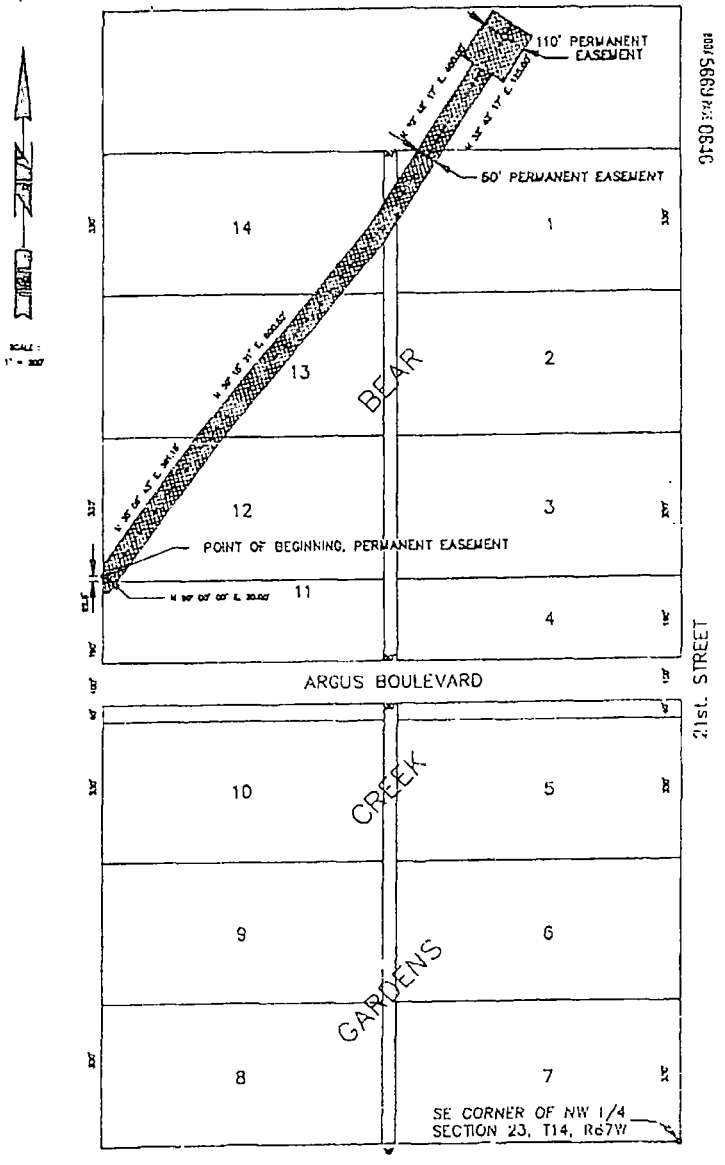
Said permanent easement being more particularly described as follows:

Beginning at the southwest corner of said lot 12; thence northerly along the west lot line of lot 12 a distance of 22.5 feet to the Point of Beginning of the centerline of a 50 foot wide permanent easement with the west lot line of lots 12, 13, and 14 assumed true north; thence a distance of 30.0 feet at a bearing of N 90° 00' 00" E; thence a distance of 391.18 feet at a bearing of N 35° 06' 43" E; thence a distance of 600.52 feet at a bearing of N 39° 15' 21" E; thence a distance of 450.00 feet at a bearing of N 32° 42' 17" E to the end of the 50' wide permanent easement; to the Point of Beginning of the centerline of a 110 foot wide permanent easement; thence a distance of 125.00 feet to the end of the 110 foot wide permanent easement.

Said permanent easement containing 2.00 acres, more or less.

9 19 1989

BEAR CREEK REGIONAL PARK: ATTACHMENT D, SHEET 2 OF 2



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ARDIS W. SCHOTT
EL PASO COUNTY CLERK & RECORDER

BOOK 6710 PAGE 227

FREE

GRANT OF TEMPORARY AND PERMANENT SANITARY SEWER EASEMENT

THIS GRANT OF TEMPORARY AND PERMANENT EASEMENT is made and executed this 21st day of August, 1995 by the Board of County Commissioners of El Paso County, (hereinafter "Grantor") to the City of Colorado Springs (hereinafter "Grantee"), whose address is 30 South Nevada Avenue, Colorado Springs, County of El Paso, Colorado 80903.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assignees, an exclusive, permanent easement as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION AND PURPOSE OF EASEMENT

An exclusive permanent easement thirty (30) feet in width and a temporary construction easement fifty (50) feet in width for the purpose of construction, reconstruction, operation, use, maintenance, repair, and replacement of an underground sewer line across the parcel of land more particularly described in the attached map identified as Exhibit A, and attached Legal Description identified as Exhibit A-2, incorporated by reference as though fully set forth.

DURATION AND NATURE OF EASEMENT

The easement granted herein shall be perpetual and shall commence from the date of the execution set out above, shall run with the land and shall benefit and bind the parties. their successors and assigns provided, however, that said easement may terminate at any time upon permanent abandonment of one (1) year of non-use by the Grantee whereupon the Grantor without recourse of the Grantee may vacate the easement.

GRANTEE COVENANTS

A. Grantee shall provide all maintenance and repair of the underground sanitary sewer lines. Except for emergency repairs, the Grantee will give notice to the Grantor in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the Grantee shall restore and revegetate the disturbed easement area.

B. Grantee agrees to repair, in a like or better condition, any damage to the Grantor's trail system caused by construction, maintenance or repair of the underground sanitary sewer line. Grantee shall, following construction, revegetate any disturbed areas caused by the installation of the underground sewer line utilizing a specified seed mixture as follows at a rate of 4 pounds/1000 SF (equal parts of Blue Grama, Prairie June Grass, Prairie Sand Reed, Little Bluestem, Sand Bluestem). All areas to be revegetated shall receive a minimum of 1 1/2" of Grade A topsoil. The topsoil shall be uniformly spread and tilled to a depth of six inches.

GRANT OF TEMPORARY AND PERMANENT SANITARY SEWER EASEMENT - Continued

All areas to be seeded shall be raked smooth to an acceptable finish grade, approved by the owner prior to seeding operations. All areas shall be straw mulched with 85 bales per acre and mechanically crimped.

Grantee shall guarantee the revegetated area for two full growing seasons.

C. Grantee agrees that at no time will clear cutting of vegetation or chemical control of vegetation be allowed.

D. The Grantee shall organize construction activities in a manner as to not disrupt trail use by the general public.

GRANTEE RIGHTS

Grantee shall have the right to cut, trim or otherwise control any tree, brush, overhanging branch or other vegetation that needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be necessary to remove said obstructions utilizing appropriate arboricultural practices. Such removal or control shall be coordinated with the Grantor.

GRANTOR COVENANTS

Grantor covenants and agrees that no activity will be permitted or committed within said easement which is inconsistent with the rights herein granted; that no building or structure will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee. The Grantor covenants and agrees to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, water impoundments or other land uses which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted, or which might increase the cost of maintenance, operation, repair, removal, replacement or construction of said Grantee's facilities, or restrict Grantee's right to ingress and egress.

The sole responsibility for routine surface maintenance of said easement area shall be vested with the Grantor, except as otherwise described in this document.

The terms and conditions of this easement shall be binding on the Grantor's successors, personal representative and assigns.

GRANT OF TEMPORARY AND PERMANENT SANITARY SEWER EASEMENT - Continued

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

BY: _____
Chairman and Commissioner to Convey

ATTEST:

_____
DEPUTY COUNTY CLERK

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

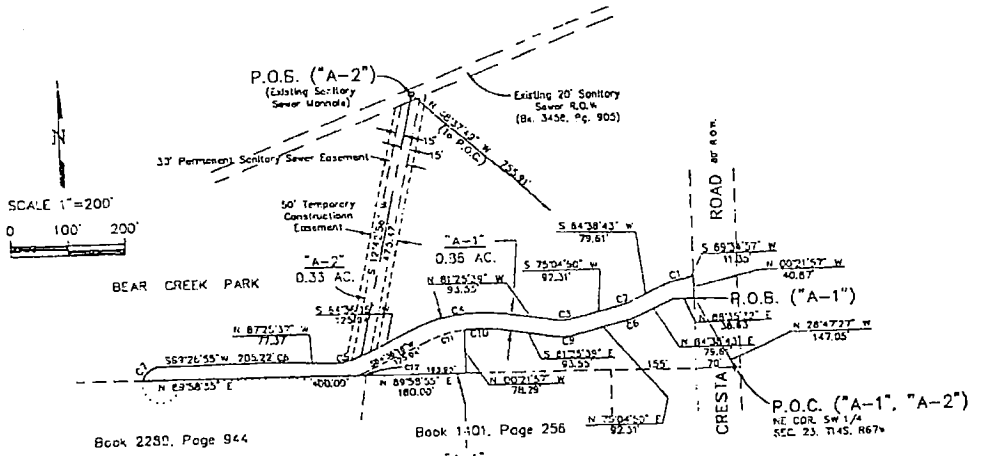
Subscribed and sworn to before me this 24th day of August, 1995 by Dolores Whitmore, Chairman of the El Paso County Board of County Commissioners and attested to by Eileen Gilbert, Deputy County Clerk.

My Commission Expires: August 8, 1998

_____
Notary Public

APPROVED AS TO FORM:

_____
County Attorney 6/11/95



CURVE	DELTA	RADIUS	LENGTH
C1	21°01'48"	115.00'	42.21'
C2	10°25'07"	35.00'	6.37'
C3	23°29'31"	85.00'	34.85
C4	33°58'02"	265.00'	157.11
C5	27°58'07"	85.00'	41.46
C6	03°05'28"	515.00'	27.76
C7	75°34'46"	33.00'	43.53
C8	10°29'07"	65.00'	11.84
C9	23°59'36"	115.00'	47.15
C10	15°45'21"	235.00'	64.62
C11	18°12'43"	235.00'	74.70
C12	04°55'13"	115.00'	9.91'

BOOK 6710 PAGE 230

LDC INC.
PLANNING, SURVEYING, LAND DEVELOPMENT
1604 E. Bijou Street, Suite E
Colorado Springs, CO 80910
Phone (719) 328-6133

EXHIBIT A

EXHIBIT FOR INGRESS AND EGRESS, DRAINAGE AND/OR UTILITY EASEMENTS

DRAWN BY: RDC
CHECKED BY: DMW
DATE: 05/04/95
SHEET 1 OF 1

BOOK 6710 PAGE 231

LDC. INC.
1860 DUBLIN BOULEVARD, SUITE E
COLORADO SPRINGS, CO 80918
(719) 528-6133
FAX (719) 528-6848

4/28/94

EXHIBIT "A-2"

SANITARY SEWER EASEMENT

A permanent 30.00 foot wide sanitary sewer easement, together with a temporary 50.00 foot wide construction easement, located in the Northwest One-Quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., situate in the City of Colorado Springs, County of El Paso, State of Colorado, being 15.00 feet and 25.00 feet each side, respectively, of the following described centerline;

Commencing at the Northeast corner of the Southwest One-Quarter of said Section 23 (all bearings on this description are relative to the Northerly line of Lots 1, 2 and 3, as platted in "SKYWAY PARK ESTATES No. 9", recorded in Plat Book I-3 at Page 16 of the records of El Paso County, Colorado, which bears N89°34'27"E "assumed"); thence N48°37'49"W, 755.91 feet to an existing sanitary sewer manhole, said point being the Point of Beginning of the centerline herin described;

Thence S12°42'56"W a distance of 475.47 feet to a point on the Northerly line of an ingress, egress, utility and drainage easement (Exhibit "A-1"), said point being the Point of Terminus (the side easement lines of the above described 30.00 foot wide easement to be lengthened and/or shortened to terminate at the Northerly end with the Southerly right-of-way and easement line of that 20 foot wide sanitary sewer Grant of Right-of-Way described in Book 3458 at Page 905 of the records of said El Paso County, and at the Southerly end with said Northerly line of an ingress, egress, utility and drainage easement);

Containing 0.33 acres (14,269 square feet) of land, more or less (Permanent 30.00 foot wide sanitary sewer easement only).

The temporary construction easement shall be in effect for one (1) year following acceptance by the City of Colorado Springs, of the sanitary sewer main installation.

BOCC

Project Bear Creek Park: NEPE

NON-EXCLUSIVE PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E. Vermijo Avenue, Colorado Springs, CO 80903 hereinafter called the Grantor, for and in consideration of the sum of Ten Dollars and No Cents ($10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by Qwest Corporation, its subsidiaries and affiliates (hereinafter "Grantee") whose address is 1801 California Street, Suite 5200, Denver, CO 80202, has given and granted and by these presents does hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

See attached Exhibit A, Land Description
Exhibit B, Sketch

This non-exclusive permanent easement is for the following purposes, which includes but is not limited to: installation of communication equipment, construction, maintenance, repair, upgrade, and all incidental purposes related thereto, ingress and egress.

Grantee shall repair any physical damage done to the property by or resulting from its actions or operations. Following installation of the communication equipment, Grantee shall promptly restore, replace, re-vegetate, or repair the surface of the property to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation shall be at the County's reasonable direction.

To the extent authorized by law, Grantee shall defend, indemnify and hold the County free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorneys' fees, on account of injuries to or death of any person or persons or damage to any property to the extent arising out of or related to Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of its work within the Non-Exclusive Permanent Easement. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the County pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

Grantee shall have a right of access over, under and across Grantor's lands to access the Easement area. Grantor covenants that it may use the easement but will not install any buildings or structures that would interfere with Grantee's use of the Easement Area. The terms of this Easement shall run with the land and be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Grantor has executed this Non-Exclusive Permanent Easement this _____ day of _____, 2008.

Project Bear Creek Park: NEPE

Grantor:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Dennis Hisey, Chair

_____
County Clerk and Recorder

NON-EXCLUSIVE PERMANENT EASEMENT

State of Colorado)
) S.S.
County of El Paso)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Dennis Hisey, Chair, Board of County Commissioners of El Paso County, Colorado, and as attested to by _____ County Clerk and Recorder.

_____
Notary Public

My Commission Expires:_____

Grantee:

Qwest Corporation, its subsidiaries and affiliates

By: _____
Mark Mansell Title Right of Way Manager

State of Colorado)
) S.S.
County of Pueblo)

The foregoing instrument was acknowledged before me this 14th day of May, 2008, by mark mansell, as Right of way manager of Qwest Corporation.

_____
Notary Public

My Commission Expires: 8/8/2011

KIMBERLY LEACH
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES
08/08/2011

EXHIBIT "A"

JOB NUMBER: 72221Q5
WIRE CENTER: CLSPCOMA
PROPERTY OWNER: EL PASO COUNTY
Date: March 31, 2008

DESCRIPTION

A Qwest Pocket Easement, located within Lots 10 and 11, Bear Creek Gardens, further described in the Quit Claim Deeds recorded in the office of the El Paso County Clerk and Recorder December 31, 1973 at Book 2647 Page 213, also located within the Northwest 1/4 of Section 23, Township 14 South, Range 67 West of the 6th Principal Meridian, in the City of Colorado Springs, County of El Paso, State of Colorado, said Easement being more particularly described as follows:

Beginning at a point on the West line of said Lot 11, from where the Northwest corner of said Lot 11 bears N14°35'00"E, 17.00 feet: thence along the following four (4) courses:

1. S75°25'00"E a distance of 12.00 feet,

2. S14°35'00"W a distance of 60.00 feet,

3. N75°25'00"W a distance of 12.00 feet, to a point on the West line of said Lot 10,

4. N14°35'00"E a distance of 60.00 feet along said West lines of Lots 10 and 11, to the point of beginning.

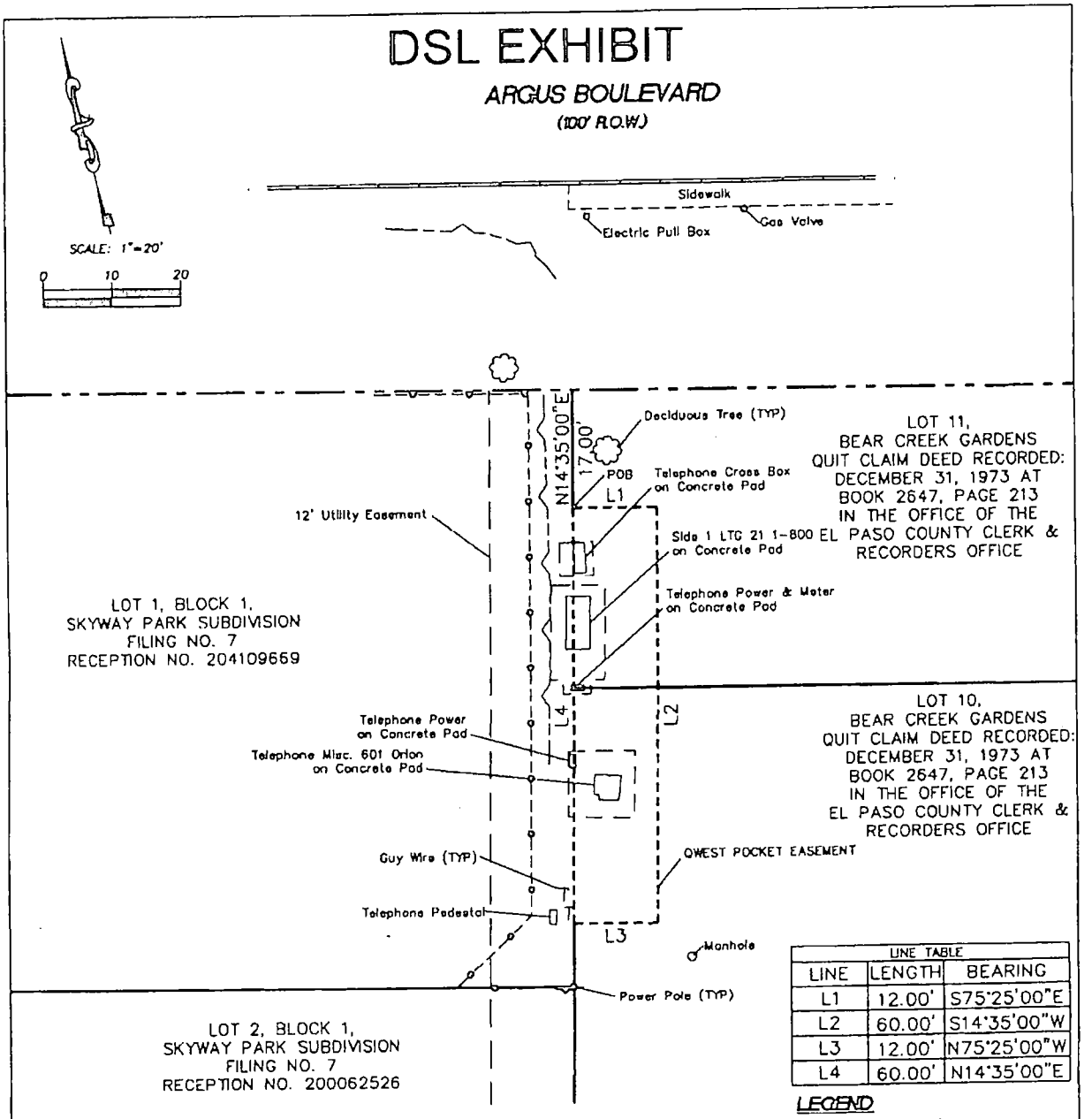
Basis of Bearings: Bearings are based on the line platted bearings of Bear Creek Gardens, recorded in the office of the El Paso County Clerk and Recorder.
For and on Behalf of
Qwest Corporation
Rodney A. Quillen, PLS 36061
Abel Engineering Professionals, Inc.
102 South Onieda St., Pueblo CO 81002

COLORADO REGISTERED
RODNEY A. QUILLEN
36061
3/31/08
PROFESSIONAL LAND SURVEYOR

DSL EXHIBIT

ARGUS BOULEVARD

(100' R.O.W.)



LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00'	S75°25'00"E
L2	60.00'	S14°35'00"W
L3	12.00'	N75°25'00"W
L4	60.00'	N14°35'00"E

LEGEND

- = RIGHT OF WAY
- = PROPERTY LINE
- = QWEST POCKET EASEMENT
- = EASEMENT LINE
- = EDGE OF CONCRETE
- = EDGE OF SIDEWALK
- = CURB & GUTTER
- = WOODEN FENCE LINE
- = ROCK WALL

NOTE: RIGHT OF WAY DETERMINED FROM A COMBINATION OF DEEDS, MONUMENTS AND VISUAL PROPERTY LINE EVIDENCE. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

DATE: 3-31-2008

Abel Engineering Professionals, Inc.

102 S. ONEIDA STREET
PUEBLO, CO 81003
TEL 719-546-2235
FAX 719-546-2166
dpirtle@abel-engineering.com

JOB NO.: 72221Q5 WIRE CENTER: CLSPCOMA
X-BOX ADDRESS: 601 ORION DR.
SECTION: NW 1/4 OF 23
TOWNSHIP: 14 SOUTH
RANGE: 67 WEST
CITY: COLORADO SPRINGS
COUNTY: EL PASO
FILE NAME: Task 210 72221Q5 Orion.dwg

Qwest

1601 CALIFORNIA ST.
SUITE 5200
DENVER, COLORADO
80202

BOCC

Project Bear Creek Park: NEPE

NON-EXCLUSIVE PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E. Vermijo Avenue, Colorado Springs, CO 80903 hereinafter called the Grantor, for and in consideration of the sum of Ten Dollars and No Cents ($10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by Qwest Corporation, its subsidiaries and affiliates (hereinafter "Grantee") whose address is 1801 California Street, Suite 5200, Denver, CO 80202, has given and granted and by these presents does hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

See attached Exhibit A, Land Description
Exhibit B, Sketch

This non-exclusive permanent easement is for the following purposes, which includes but is not limited to: installation of communication equipment, construction, maintenance, repair, upgrade, and all incidental purposes related thereto, ingress and egress.

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To the extent authorized by law, Grantee shall defend, indemnify and hold the County free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorneys' fees, on account of injuries to or death of any person or persons or damage to any property to the extent arising out of or related to Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of its work within the Non-Exclusive Permanent Easement. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the County pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

Grantee shall have a right of access over, under and across Grantor's lands to access the Easement area. Grantor covenants that it may use the easement but will not install any buildings or structures that would interfere with Grantee's use of the Easement Area. The terms of this Easement shall run with the land and be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Grantor has executed this Non-Exclusive Permanent Easement this _____ day of _____, 2008.

ROBERT C. "BOB" BALINK El Paso County, CO
06/16/2008 09:29:38 AM
Doc $0.00 Page
Rec $0.00 1 of 4 208068218

ROBERT C. "BOB" BALINK El Paso County, CO
06/05/2008 11:34:02 AM
Doc $0.00 Page
Rec $0.00 1 of 4 208064653

Project Bear Creek Park: NEPE

Grantor:

Attest:

Robert C. Balink
Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Dennis Hisey
Dennis Hisey, Chair

NON-EXCLUSIVE PERMANENT EASEMENT

State of Colorado)
) S.S.
County of El Paso)

The foregoing instrument was acknowledged before me this 2nd day of June, 2008, by Dennis Hisey, Chair, Board of County Commissioners of El Paso County, Colorado, and attested to by Robert C. Balink County Clerk and Recorder.

Notary Public

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 9/14/08

Grantee:

Qwest Corporation, its subsidiaries and affiliates

By: Mark Mansell
MARK MANSELL Title RIGHT OF WAY MANAGER

State of Colorado)
) S.S.
County of Pueblo)

The foregoing instrument was acknowledged before me this 14th day of May, 2008, by mark mansell, as Right of Way manager of Qwest Corporation.

Kimberly Leach
Notary Public

KIMBERLY LEACH NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 8/8/2011

MY COMMISSION EXPIRES 08/08/2011

EXHIBIT "A"

JOB NUMBER: 72221Q5
WIRE CENTER: CLSPCOMA
PROPERTY OWNER: EL PASO COUNTY
Date: March 31, 2008

DESCRIPTION

A Qwest Pocket Easement, located within Lots 10 and 11, Bear Creek Gardens, further described in the Quit Claim Deeds recorded in the office of the El Paso County Clerk and Recorder December 31, 1973 at Book 2647 Page 213, also located within the Northwest 1/4 of Section 23, Township 14 South, Range 67 West of the 6th Principal Meridian, in the City of Colorado Springs, County of El Paso, State of Colorado, said Easement being more particularly described as follows:

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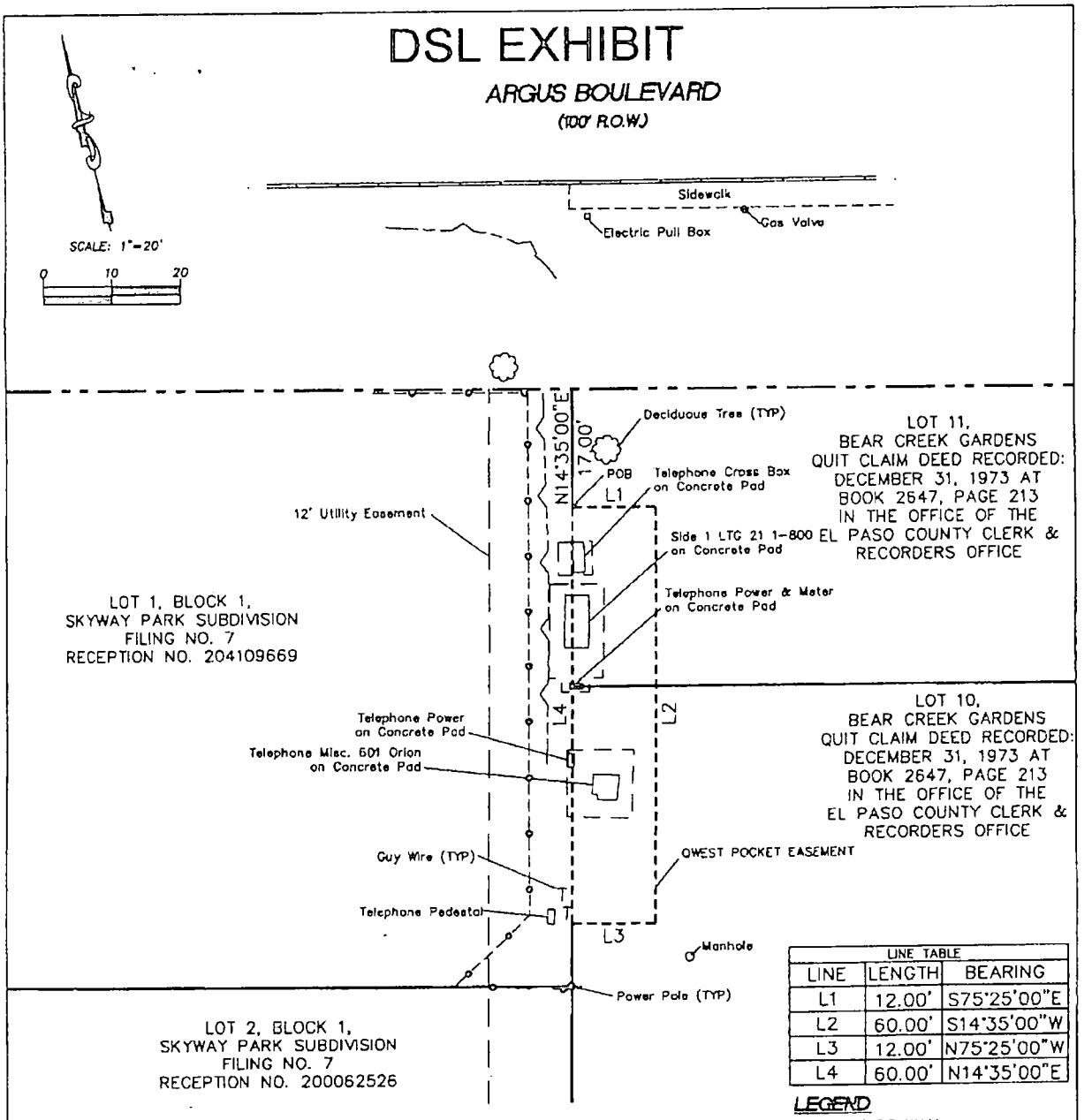
Basis of Bearings: Bearings are based on the line platted bearings of Bear Creek Gardens, recorded in the office of the El Paso County Clerk and Recorder.
For and on Behalf of
Qwest Corporation
Rodney A. Quillen, PLS 36061
Abel Engineering Professionals, Inc.
102 South Onieda St., Pueblo CO 81002

COLORADO REGISTERED
RODNEY A. QUILLEN
36061
3/31/08
PROFESSIONAL LAND SURVEYOR

DSL EXHIBIT

ARGUS BOULEVARD

(100' R.O.W.)



LINE TABLE		
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LEGEND

- = RIGHT OF WAY
- = PROPERTY LINE
- = QWEST POCKET EASEMENT
- = EASEMENT LINE
- = EDGE OF CONCRETE
- = EDGE OF SIDEWALK
- = CURB & GUTTER
- = WOODEN FENCE LINE
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NOTE: RIGHT OF WAY DETERMINED FROM A COMBINATION OF DEEDS, MONUMENTS AND VISUAL PROPERTY LINE EVIDENCE. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

DATE: 3-31-2008

Abel Engineering Professionals, Inc.
102 S. ONEIDA STREET
PUEBLO, CO 81003
TEL 719-546-2235
FAX 719-548-2186
dpirtle@abel-engineering.com

JOB NO.: 72221Q5 WIRE CENTER: CLSPCOMA
X-BOX ADDRESS: 601 ORION DR.
SECTION: NW 1/4 OF 23
TOWNSHIP: 14 SOUTH
RANGE: 67 WEST
CITY: COLORADO SPRINGS
COUNTY: EL PASO
FILE NAME: Task 210 72221Q5 Orion.dwg

Qwest

1801 CALIFORNIA ST.
SUITE 5200
DENVER, COLORADO
80202

BOCC

Resolution Number 11-60

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE THE FACILITY USE AGREEMENT WITH THE BEAR CREEK GARDEN ASSOCIATION

WHEREAS, pursuant to §§30-11-101(1)(B)-(C), 30-11-102, 30-11-103, AND 30-11-107(1)(A) C.R.S., the Board of County Commissioners of El Paso County, Colorado has the legislative authority to purchase and hold real and personal property for the use of the County, when deemed by the Board to be in the best interests of the County and its inhabitants; and

WHEREAS, El Paso County (County) and the Bear Creek Garden Association (Garden Association) have collaboratively managed the Bear Creek Community Gardens since 1986 and have enjoyed a mutually beneficial relationship; and

WHEREAS, the Garden Association has effectively managed the gardens and has adhered to all Facility Use Agreement requirements; and

WHEREAS, the current Facility Use Agreement expired in 2010; and

WHEREAS, County Parks recommends the execution of a new Facility Use Agreement with the Garden Association through 2016; and

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the attached Facility Use Agreement.

AND BE IT FURTHER RESOLVED, that Amy Lathen, Chair of the Board of County Commissioners of the County of El Paso, State of Colorado, or Sallie Clark, the Vice Chair of the Board of County Commissioners shall be authorized to execute any and all documents reasonable and necessary to carry out the intent of the Board as described herein.

DONE THIS 15th day of February, 2011, at Colorado Springs, Colorado.

ATTEST:

By: _____
Deputy Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Amy Lathen, Chair

Resolution No. 11-60
Attachment

FACILITY USE AGREEMENT

BEAR CREEK GARDEN ASSOCIATION

BEAR CREEK REGIONAL PARK

THIS FACILITY USE AGREEMENT is made and entered into this _____ day of February, 2011, by and between the Board of County Commissioners of El Paso County ("County") acting through the El Paso County Parks Division and the Bear Creek Garden Association, a Colorado non-profit corporation ("BCGA").

RECITALS:

1. The County is the owner of the Bear Creek Regional Park with the management and operation of said park being the responsibility of the El Paso County Parks Division.
2. The BCGA was established for the primary purpose of operating a pesticide-free community gardening program within the Bear Creek Regional Park.
3. The BCGA has successfully demonstrated, from 1986 through 2010, its ability to operate the community garden facility in a responsible manner and to work in close cooperation with the El Paso County Parks Division.
4. The BCGA has invested in several capital improvements, including garden irrigation installation and repair and fencing installation and repair as evidence of its intent to continue to cooperate and improve the community garden facility.
5. The parties hereto desire to set forth their agreement for the continued operation of the aforementioned community garden facility by the BCGA.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other valuable consideration as hereinafter provided, the parties hereby agree as follows:

1. The County hereby agrees to permit the use of approximately two (2) acres of land located within the Bear Creek East section of Bear Creek Regional Park containing 104, 20'x40' plots plus aisles and surrounded by a fence for use as a pesticide-free community garden by the BCGA.
2. This Facility Use Agreement shall be effective upon the execution of the agreement to December 31, 2016. The agreement may be extended in writing upon such renegotiated terms as may be mutually agreeable to both parties.
3. The use payment for the pesticide-free community garden facility shall be $1.00 per year, payable upon execution of this Facility Use Agreement by the parties hereto and thereafter on or before January 1 of each year, and other good and valuable consideration consisting of, but not limited to, the continued operation and maintenance of the pesticide-free community garden facility by the BCGA as contemplated herein.

4. The BCGA agrees to continuously operate and maintain a pesticide-free community garden facility and program in a manner which is responsible and conductive to the surrounding environment, and which is of an aesthetic and beneficial value to the general public.
5. The BCGA shall ensure that the facilities are returned to a clean and natural condition with a seasonal clean-up in the fall of each year.
6. Water utility charges and general operating expenses such as trash removal incurred by the BCGA by reason of the use of the premises shall be paid by the BCGA.
7. The BCGA is authorized to charge for the use of the individual plots on the described premises at a reasonable rate to adequately cover the BCGA's costs in providing water service and additional physical improvements to the facilities, and for its general overhead and operating expense.
8. The BCGA is authorized to implement reasonable rules and regulations governing the use, care and maintenance of the garden facilities (see Attachment #1). Such rules and regulations of the BCGA shall be submitted to the Director of Community Services for his review and / or approval prior to implementation. County Parks' Rules and Regulations also apply unless otherwise stated (see Attachment #2).
9. Upon written approval by the County, the BCGA may construct or install such additional improvements on the premises as may reasonably be necessary for the BCGA's authorized use. All improvements made by the BCGA within the garden facilities shall become the property of the County upon the termination of this Facility Use Agreement or any renewals thereof.
10. The County reserves the right to have its employees/agents enter the premises at reasonable times for the purpose of inspecting the BCGA's operation of the facility.
11. The BCGA shall not assign or sublet this Facility Use Agreement or any portion of the described premises without prior written approval of the County.
12. The BCGA shall at all times indemnify and hold harmless the County against all actions, claims, demands, costs, damages, injuries and expenses of any kind which may be brought or made against the County, or which the County may pay or incur by reason of the BCGA's negligent performance, or failure to perform, any of its obligations and duties under this Facility Use Agreement or by reason of any injury upon the described premises. The BCGA shall provide a certificate of insurance showing coverage in minimum amounts of $1,000,000 for personal injury and property damage (combined, single limit), with such insurance policy amended to name El Paso County as additional insured for BCGA activities on County property.
13. The County agrees to include the BCGA's general and normal gardening activities on the described premises under the purview of the County's public liability self-insurance; provided, however that such insurance coverage by the County shall not extend to nor cover those activities of the BCGA which would by their nature unduly expose the County to potential liability, including, by way of example only, roto-tilling and power mowing. For those activities excluded

from the County's insurance coverage, BCGA agrees to require all persons performing such activities to execute an appropriate waiver of liability form prior to commencing such activity (attachment #3).

14. In the event that the BCGA shall default under any of the guidelines as presented by the El Paso County Parks Division, the County may terminate this Facility Use Agreement; provided, however, the County has given written notice to the BCGA of such default and allowed the BCGA a reasonable amount of time to remedy the same. Upon such termination, the County may re-enter the premises and take possession of the same.
15. The County agrees to roto-till the garden in March, activate the garden irrigation system in April, and winterize the water system in October of each year.
16. The BCGA will provide an annual audit to the Financial Services Department no later than April 30 of each year (as per Resolution #03-452).
17. This Facility Use Agreement contains the entire understanding between the parties, and no changes to this Facility Use Agreement shall be valid or of any force or effect unless mutually agreed to in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement on the 15 day of February, 2011.

ATTEST:

By: _____
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Amy Lathen
Amy Lathen, Chair

BEAR CREEK GARDEN ASSOCIATION

By: Charmaine Nymann
Charmaine Nymann, President

APPROVED AS TO FORM:

By: Lori L. Seago
County Attorney's Office

Attachment #1

BEAR CREEK GARDEN ASSOCIATION
In Cooperation with El Paso County Parks

Garden Rules 2011

I. **Membership Obligations.**

1. Membership in Association. All gardeners who hold a garden plot by having paid their annual garden fees are members of the Bear Creek Garden Association (herein referred to as "BCGA"). Garden plots (herein referred to as "plot" or "plots") are registered with the members leasing the plots who are paying the annual rental fees. Plots may not be sublet to persons who are not association members. Keys to the gardens may be issued only by the association and may not be duplicated or transferred to persons who are not members.

As a community garden association, BCGA promotes education, volunteerism, camaraderie and a spirit of cooperation among its members. Members shall conduct themselves in a pleasant and civil manner and shall respect the rights of other members. Failure to comply with these principles and the rules contained herein may result in the revocation or non-renewal of membership by the BCGA Board of Directors.

2. Plot Assignment and Fees. Garden fees are determined by the BCGA Board of Directors (herein referred to as "Board") annually . Plot assignments are made by the Board with returning gardeners having an opportunity to reserve a plot as set forth below.

(A) **Returning Gardeners:** Pre-registration for the upcoming gardening season is open to any gardener who is already a member of BCGA and who has complied with its Rules. Any such gardener may reserve a specific plot by completing a registration form and paying a pre-registration fee by December 1st. If any fees and/or deposits are not paid in full by March 15th of the following year, the claim to the plot and all fees paid to date will be forfeited.

(B) **New Gardeners:** All other persons wishing to garden at the Bear Creek Gardens in the upcoming gardening season shall (after completing the registration form, paying the deposit and paying the plot deposit fee) be assigned plots on a first come, first served basis. Registration for **New Gardeners** shall begin on December 1st.

3. **Deposit:** A $25.00 deposit will be required from all first time gardeners and any other gardeners who did not sufficiently clean their plots from the previous gardening season. In the event the plot for which the deposit was paid has been left in an acceptable condition on October 15th, as determined by the Board, the deposit shall be refunded to the gardener who paid the initial fee. If the plot is not sufficiently cleaned, as determined by the Board or a representative thereof, the deposit shall be forfeited.

4. **Badges and Keys:** Gardeners must purchase badges and wear or have them in their possession when in the garden. Keys to the garden gate locks will be sold at the spring orientation meeting or will otherwise be available for purchase from Board members.

5. **Maintenance hours:** A condition for membership in the BCGA is that every person who participates in gardening at the Bear Creek Gardens must complete a minimum of FOUR hours of maintenance work (other than on their own plot and the aisles around their plot) during the season. The tasks to be completed shall be determined by the Board on an as-needed basis, but shall, generally, consist of weeding and/or cleaning abandoned plots, caring for charity plots and weeding/cleaning inside and outside the garden fence in areas for which BCGA is responsible.

Gardeners who fail to complete their maintenance work obligation will be assessed a non-refundable fee of $40.00 payable before the gardener is permitted to re-register for a plot at the Bear Creek Gardens.

6. **Familiarity with County Rules and Promise to Comply.** By gardening at the Bear Creek Gardens, each gardener represents that he/she has read, and agrees to comply with, these Rules, and also with the El Paso County Parks Bear Creek Gardens Rules (herein referred to as "Park Rules") **attached hereto as Exhibit A**. Failure to comply with these Rules may result in forfeiture of any and all fees and deposits paid, and prohibition from further gardening at the Bear Creek Gardens.

II. Plot Preparation

1. **Plot Boundary:** In order to make weeding and working between plots easier, plot boundaries must be set in 12" from the BCGA boundary stakes. Please do not permanently remove stakes as they are reused each year.

2. **Raised Beds:** Raised beds and/or lowered walkways or ditches of any kind are not permitted.

3. **Berm**. Each gardener is required to place a 3" to 4" high soil berm around the perimeter of their plot to keep water from running off of the plot and into the aisles when plants are watered. During heavy rain storms the berm will also keep rainwater running down the aisles from flooding into plots and washing out plantings.

4. **Plot Construction: BEFORE BEGINNING ANY CONSTRUCTION PROJECT, PLEASE CONTACT THE BOARD.**

(A) **Structures:** Structures are allowed on plots if:

i. they directly protect the plant(s), and are less than 3' high; or

ii. they directly support the plant(s) and the stakes or supports are no higher than the North parking lot fence (5') and consist of materials that are no heavier than 1x2s. U and T posts are also permissible. Bean teepees must come under the acceptable height.

iii. orange plastic construction fencing, or similar support materials, is not permitted.

(B) **Materials:**

i. **Plastic:** Plastic enclosures may be used to enclose INDIVIDUAL plants, not groups of plants. Plastic may NOT be more than 2' high. Remay and Walls-o-Water are recommended in place of plastic.

ii. **Tunnels or Greenhouse Type Structures:** Tunnels or greenhouse structures that otherwise comply with the rules may be used but must not be longer than 10', wider than 4', or higher than 3'. Maximum allowed: 2 per full-sized plot, 1 per half-sized plot.

iii. **Row Cover Material:** Only Remay or non-plastic row cover material can be used. Row covers must comply with the dimensions listed in paragraph (ii.) above.

iv. **Ground Cover:** Landscape fabric is allowed; plastic is not.

5. **Soil Amendments:**

(A) **Polymers:** Polymers are not allowed as a soil amendment because they do not decompose and cannot be removed by future gardeners.

(B) **Fertilizers:** Fertilizers and soil amendments are permitted so long as they are worked into the soil and do not result in a raised bed or plot. Manure used in gardens must be aged (no odor). Do not use manure from Penrose Stadium because it is too green.

(C) **Straw:** One (1) bale of straw per full-sized plot or one-half (½) bale per half-sized plot may be used to control weeds and retain moisture. Gardeners desiring to use more straw must obtain approval from the Board and pay a $15.00 deposit. No hay, pine needles, pine cones or wood chips are allowed. All straw must be spread on the plot no later than July 31st to ensure that it will decompose by the end of the gardening season. All straw must either be removed or incorporated into the soil at fall cleanup.

6. **Vegetable Garden:** Plots are to be used primarily for growing vegetables. A few flowers, preferably those which deter pests, such as marigolds and nasturtiums, may be included.

7. **Prohibited Crops: NO POPCORN, NO SUNFLOWERS AND NO MARIJUANA.** Because varieties of corn will cross-pollinate with and damage sweet corn, popcorn, ornamental corn and oriental corn may not be grown in the gardens. Sunflowers are not permitted due to shading, difficulty of root removal and toxicity to soil. The BCGA does not and will not allow marijuana to be grown on its garden plots.

8. **Cover Crops:** Gardeners may not use "cover crops". Cover crops such as clover, alfalfa and buckwheat are planted thickly by farmers and tilled under to improve the soil. However, in the community garden setting these crops tend to self-propagate and spread over the entire garden.

9. **Treated Seeds:** Seeds treated with pesticides and fungicides are not allowed in the Bear Creek Gardens. Please check seed packages, catalogues and seed racks carefully before you buy them.

III. Plot Maintenance

1. **Aisles:** Aisles are to be kept clear, dry, free of weeds, clean and level. No foreign matter, manure or straw shall be added to them.

2. **Weeds and Pest Control:**

(A) Control: Gardeners are responsible for keeping their garden plots, adjoining aisles and walkways free of weeds. In addition, gardeners with plots adjoining the fence are responsible for removing the weeds in the first three feet outside their fence line. If the weeds on any plot are not controlled in accordance with these rules, the gardener will be notified. If the gardener does not rectify the problem, the Board may deem the garden abandoned and the gardener's deposit will be forfeited.

(B) Pesticides, Herbicides, Chemical Pesticides and Fungicides are NOT PERMITTED. This includes any product containing Diazinon, Malathion, Organic Rotenone or Sevin. The gardens are organic when it comes to pesticides. No hose-end sprayers are to be used for disbursement of organic pesticides. (A list of organic products will be discussed at the spring orientation meeting and also appears in your handbook.)

3. **Watering:** All watering is to be done using a watering can or a hand-held hose equipped with a positive shut-off nozzle. Ditch or flood type irrigation is prohibited. Soaker hoses are prohibited. No sprinklers are allowed. All water must be turned off before you leave the gardens. Keep water from aisles to prevent them from becoming muddy and slippery. Please report any leaks to the Board.

Before the full water system is turned on in the spring, the two white faucets in the center of the main aisles may be turned on, weather permitting, to enable gardeners to use watering cans to carry water to early plantings.

During spring planting, gardeners may use a hose with a positive shut-off to fill Walls-o-Water between 10 a.m. and 4 p.m.

4. **Watering Hours.** To make the most efficient use of water, as recommended by both Colorado Springs Utilities and Denver Water, no watering with a hose is allowed between the hours of 10:00 a.m. and 4:00 p.m.

Between 10:00 a.m. and 4:00 p.m., only watering with a watering can is permitted.

Gardeners may water with one hose for a maximum of 30 minutes per day for a full plot and 15 minutes per day for a half plot. Please note that this is the maximum time permitted for watering. Watering the maximum permitted time every day is rarely necessary and can be detrimental to your vegetables.

5. **Hoses:** Remove the hoses from faucets each time you finish watering and before you leave the gardens. All leaking hoses must be repaired. Please make sure you have a good washer in your hose.

6. **Tool Storage:** Pursuant to county rules, NOTHING is to be stored on your garden plot except your hoses. During spring planting, bags of soil amendments and bales of straw may be kept on plots prior to being spread. Any items, including tools, left on a plot may be removed by the Board to insure compliance with county rules.

7. **Washing Produce and Hands:** Do not wash produce or hands at the faucets because it will make the aisles muddy and slippery. Use your hose and wash them on your plot or wash them at home instead.

8. **Refuse and Trash:** Remove all refuse and trash from your plot. Take it with you for disposal each time you leave the garden. DUMPING OUTSIDE OF THE GARDENING AREA IS PROHIBITED EXCEPT IN DUMPSTERS PROVIDED BY BCGA. Dumpsters are provided only from Labor Day until the gardens close in mid-October.

9. **Plant Diseases and Corn Smut:** Plant diseases can damage your garden and spread to other gardens. Carefully remove corn smut or diseased or insect infested plants, place in a plastic bag and take home for disposal. Please refer to the Bear Creek Gardens Handbook for descriptions and information about plant diseases.

IV. Plot Cleanup

1. **Fall Cleanup:** The deadline for fall cleanup is October 15th. All plants, weeds, vines and roots must be removed by this date. Straw used as mulch, light plant debris and any amendments (compost, garden mixes, manure) must be tilled into the soil. Gardeners who do not comply will forfeit their deposit and may not be permitted to renew their gardening privileges.

2. **Garden Equipment:** Any garden equipment (including tools, hoses, Walls-o-Water, tomato cages, fencing, weed fabric, etc.,) left in the gardens at the end of the day the gardens close becomes property of the BCGA.

3. **Composting:** Composting is not allowed. Do not bury diseased or insect infested plants or "viney" roots.

V. General Rules

1. **Members and Guests:** Guests are permitted in the gardens only when accompanied by a member who is responsible for them.

2. **Gates:** Gates must be locked at ALL times after July 15th. At all other times, please make sure to lock the gates if you are the last to leave the gardens.

3. **Children:** Children must be properly supervised and kept out of other people's gardens. Running in the aisles is not permitted.

4. **Pets:** Pets are not allowed in the gardens at any time and may not be tied to the outside of the garden fences.[1]

5. **Wheeled Vehicles:** The only vehicles allowed within the gardens are carts, wheelbarrows, strollers or wheelchairs.

6. **Produce:** Produce is to be used for private consumption only. No produce from the gardens may be sold, as that would violate our agreement with El Paso County.

7. **Unconditional Release:** Pursuant to the BCGA agreement with El Paso County, you must sign a liability waiver form, provided by BCGA, if you wish to participate in the BCGA gardening program. This will also allow you to use a rototiller or other motorized equipment within the BCGA area.

8. **Abandoned Plots:** Plots not worked for more than 15 days without the gardener informing the Board will be considered abandoned, and the produce forfeited. A gardener who abandons their plot will forfeit any deposit and all other fees paid related to that plot. For purposes of this provision, a plot will be deemed "not worked" when no noticeable activity, including watering and weeding, has occurred. If the Board has determined that a plot has not been worked, it will send notice to the gardener of the plot, indicating that the gardener has a specified time period to rectify the condition or the garden plot will be considered to be abandoned.

[1] This does not apply to people requiring the assistance of a companion or seeing eye dog.

9. NO SMOKING OR TOBACCO OF ANY KIND IS PERMITTED IN THE GARDENS.

10. Gardening Hours: Gardening is allowed during daylight hours only. No one is permitted in the gardens after dark.

11. Notice: For purposes of these rules, any notice required is deemed given if:

(A) To the Gardener: If notice is sent by regular mail to the address which was supplied by the gardener in the application or in a notification of change of address (in the event more than one gardener is sharing a plot, notice will be sufficient if sent to the first gardener listed on the application);

(B) To BCGA: If notice is given in writing and sent by regular mail to the following address: BCGA , P.O. Box 38326, Colorado Springs, CO 80937-8326.

12. Interpretation of Rules: These Rules have been developed over the years to benefit the gardens and gardeners. They may be modified from time to time at the discretion of the Board of the BCGA. In the event of a disagreement about the interpretation of any rule, the gardener may present his/her concern to the Board for consideration.

13. Rules Violations: Violations of these Rules may result in the loss of gardening privileges.

14. County Land Use Agreement: BCGA operates pursuant to a Land Use Agreement with El Paso County. Please respect Bear Creek Park. Do not dump weeds or trash on county property and do not pick flowers, grasses or trees for use in the gardens.

Last Revised: 10/18/10

ATTACHMENT #2

EL PASO COUNTY PARKS
BEAR CREEK GARDENS
RULES

1. Alcoholic beverages are not permitted in the park.
2. Posts higher than the north parking lot fence are not permitted.
3. Green horse manure is not allowed because of the odor.
4. Watering practices must comply with the Bear Creek Gardens Rules (a hand-held hose must be equipped with a positive shut-off nozzle).
5. Compost piles are not allowed in the gardens.
6. Large amounts of wood, plastic or other garden construction that shows above the fence line and/or beyond the gardens are not permitted.
7. Storage of tools, equipment, or trash is not permitted on the garden plots.
8. Please do not drive off roads.
9. Please do not dump trash or weeds outside the garden fence.
10. Please use the dumpster provided by the BCGA (dumpster only available Labor Day through October 15th).
11. Planting outside the garden fence is not permitted.
12. All gardeners must have signed an Unconditional Release liability waiver.
13. Grass clippings are not permitted in the gardens.

Please contact El Paso County Parks if you have questions/concerns regarding the above. We wish you the best of luck with your gardens!

UNCONDITIONAL RELEASE

BEAR CREEK GARDENS

THE UNDERSIGNED PERSON ("the "Gardener") has indicated intent to participate in the Bear Creek Gardens gardening program. The Gardener acknowledges that certain risks are inherent in participating in gardening activity. A risk that is expressly acknowledged is the use of herbicides and chemicals to control weeds in the near proximity of the designated garden location of Bear Creek Regional Park. The Gardener knowingly assumes any and all risks associated with gardening activity as a participant in the Bear Creek Gardens gardening program. As a condition of participating in the Bear Creek Gardens gardening program, the Gardener freely and unconditionally waives and releases El Paso County, and any and all of its elected officials, employees, representatives and agents and their successors and assigns from any and all claims to include, but not limited to, bodily injury and property damage, demands, costs, liabilities, expenses or attorney fees, asserted or that could be asserted, known or unknown, whether arising from contract or negligence, or attributable to civil rights, constitutional rights, statutory rights or otherwise, in any matter arising out of or attributable to the Gardener's participation in the Bear Creek Gardens gardening program. Gardener further agrees to defend, indemnify, and hold the County free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorney's fees, on account of injuries to or death of any person or persons, including Gardener's or damage to any property arising out of or related to Gardener's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the county pursuant to the Colorado Governmental Immunity Act or otherwise provided by law. This unconditional release is binding upon the Gardener's heirs, executors, administrators, agents, liability insurers and assignees and shall be interpreted in accordance with Colorado law.

FURTHER, the Gardener freely and unconditionally waives and releases the Bear Creek Garden Association, its board of Directors, any representatives, and their successors, from any and all claims, exactly the same as detailed in the above paragraph, in any matter arising out of or attributable to the Gardener's participation in the Bear Creek Gardens gardening program.

Date: _____

Signature: _____
Print Name: _____
Address: _____
_____
Phone: _____

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

The foregoing Unconditional Release – Bear Creek Gardens was acknowledged before me this _____ day of _____, 20____ by _____ ("Gardener").

Witness my hand and official seal.

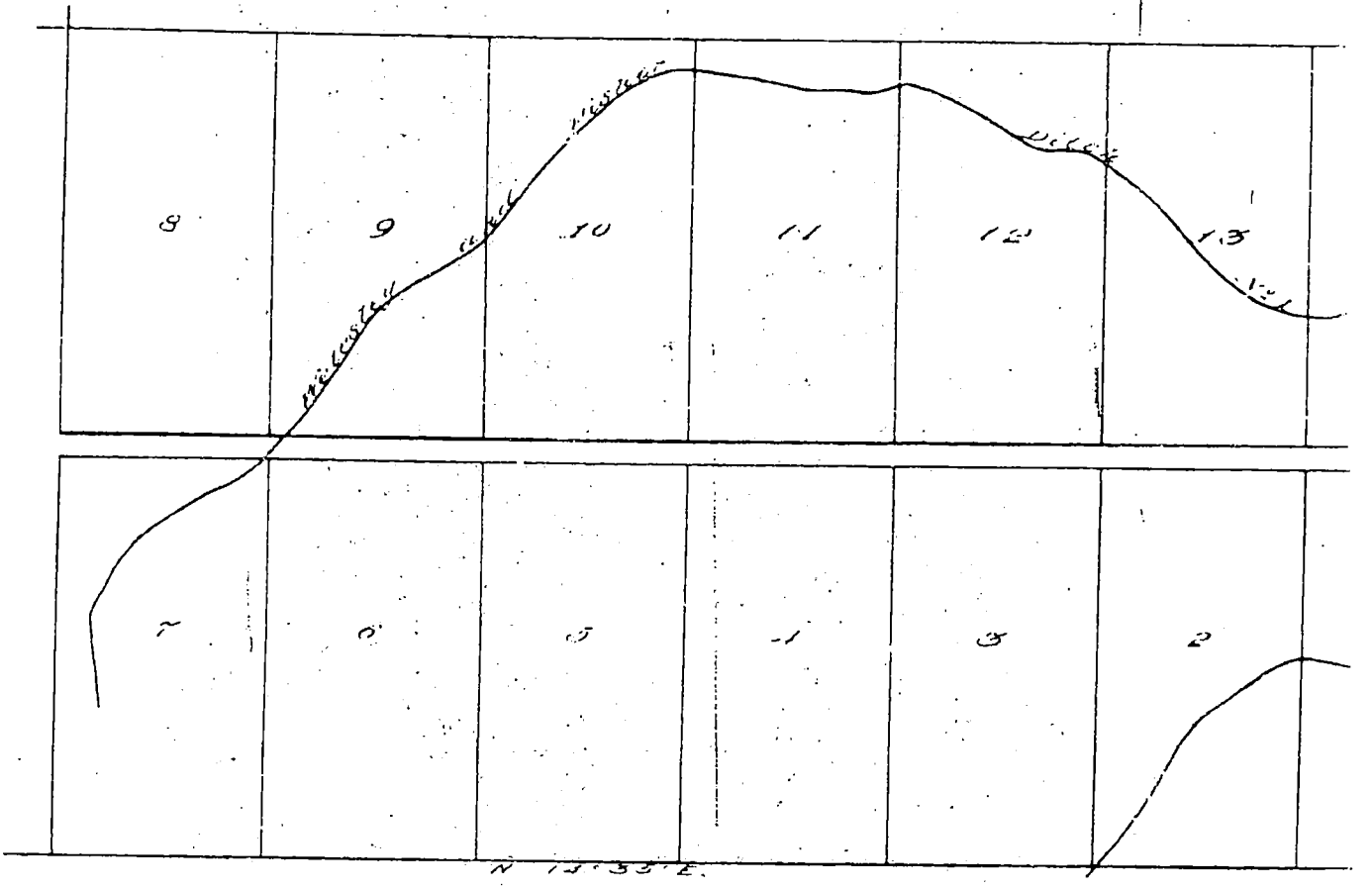
My commission expires: _____

[SEAL]

_____
Notary Public

Plat of
Bear Creek Gardens
In Pueblo County
Colorado
1889.

Scale 200 ft to one inch.



State of Colorado }
County of Pueblo } ss.

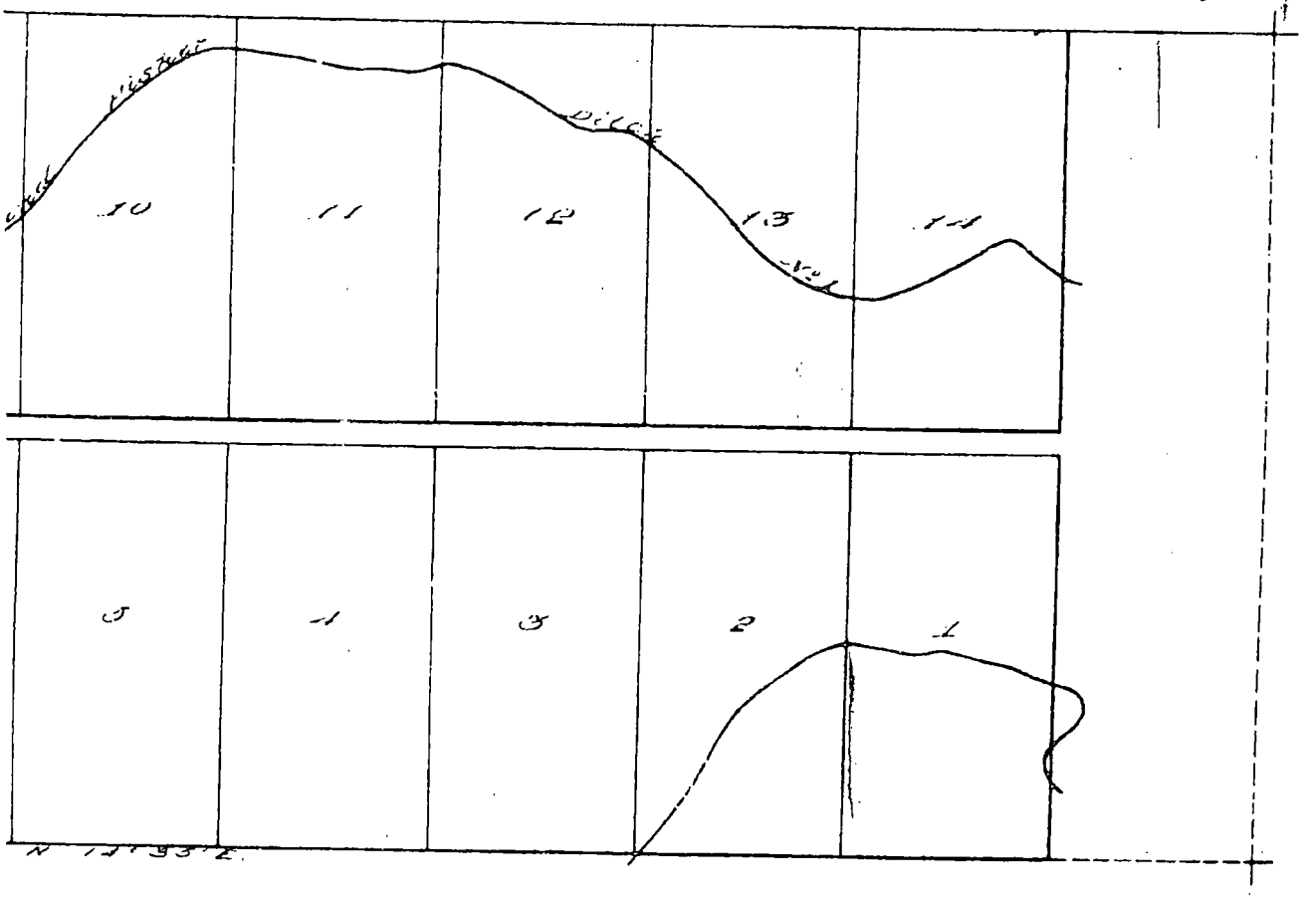
[illegible] Bear Creek Gardens [illegible]

Plat of

Creek Gardens

El Paso County
Colorado
1889.

Scale 200 ft to one inch.



[illegible]

[illegible] Rinna C.
[illegible] Township [illegible] South Seventy (70) [illegible]
[illegible] of the North West Quarter (N.W. ¼) of Section Twenty
[illegible] (T. 14) South Range Sixty-Seven (67) West, [illegible]
[illegible]

N 14.32.E

State of Colorado
County of El Paso } ss

[illegible]

Witnesseth [illegible] Bear Creek Mineral [illegible] in a [illegible] and hereby [illegible] [illegible] Cases [illegible] [illegible] [illegible]

Witness [illegible] the [illegible] County Clerk [illegible] and seal [illegible] day of February A.D. 1889.

[illegible] C.

State of Colorado
El Paso County } s.s.

I, E. J. Hale, County Clerk, and ex officio Recorder for said County aforesaid, do hereby certify that Ann C. Stark [illegible] to me as the person whose name is subscribed [illegible] and [illegible] appeared before me this day in person and acknowledged that she signed, sealed and delivered the same [illegible] for the uses and purposes therein set [illegible]

Witness whereof my hand and official seal, at C[illegible] this 9th day of February 1889.

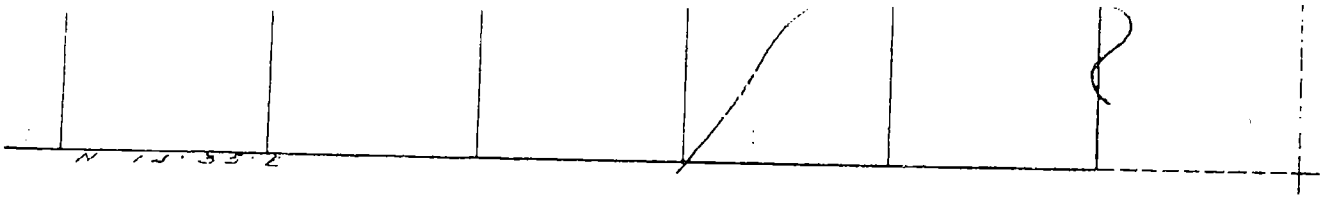
E. J. Hale
County [illegible]

El Paso County Colorado Seal

State of Colorado
County of El Paso } s.s.

I hereby certify that this instrument was filed for record in my office at 8 o'[illegible] [illegible] E.M. Feby 9 1889 and is duly recorded in Book C Page 14.

E. J. Hale
[illegible]



[illegible] Anna C.
[illegible] (160) acres
[illegible] of Section twenty
[illegible] Range Sixty-seven (67) west also a one
[illegible] Has surveyed
[illegible] Bear Creek Gardens in accordance with the
[illegible] annexed, and hereby authorizes the same to be
[illegible] Cases made and provided, and
[illegible] acknowledges that said plat correctly
[illegible] lots, tracts
[illegible] thereof.
[illegible] affixed
[illegible] 11. 1889.

Anna C. Hardwick

[illegible] } ss.

[illegible] County Clerk, in and for said County, in the State
y Certify that Anna C. Hardwick who is personally
the person whose name is subscribed to the annexed
and appeared before me this day in person and acknow-
gned, sealed and delivered the same as her free and
the uses and purposes therein set forth.
er my hand and official seal, at Colorado Springs
ry 1889.

E. J. Eaton
County Clerk

of Colorado
y of El Paso } ss.
by certify that this Instrument
ed for record in my office at 8 o'
M. Feby 9 1889 and is duly
ed in Book C Pg 14
E. J. Eaton
Recorder

EXHIBIT D

2002 CREEK CROSSING
COLORADO SPRINGS, CO 80906

LEGAL DESCRIPTION (EXHIBIT D)

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, EXCEPT ANY PORTION THEREOF LYING WITH PUBLIC ROADS OR CONVEYED IN DEED RECORDED DECEMBER 31, 1973 IN BOOK 2647 AT PAGE 213, EL PASO COUNTY, COLORADO.

B-2 EXCEPTIONS (EXHIBIT D)

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MARCH 12 1874 IN BOOK K AT PAGE 111.

9. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1966, IN BOOK 2142 AT PAGE 824.

10. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1971, IN BOOK 2427 AT PAGE 26.

11. DEED FOR ROAD RIGHT OF WAY OVER A PORTION OF SUBJECT PROPERTY AS EVIDENCED BY DEED RECORDED SEPTEMBER 12, 1972 IN BOOK 2522 AT PAGE 431.

12. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 78-219 RECORDED DECEMBER 28, 1978 IN BOOK 3124 AT PAGE 387. ANNEXATION PLAT IN CONJUNCTION THEREWITH RECORDED DECEMBER 28, 1978 IN BOOK 3124 AT PAGE 392.

13. RIGHT OF WAY EASEMENT AS GRANTED TO THE STATE OF COLORADO DEPARTMENT OF INSTITUTIONS IN INSTRUMENT RECORDED SEPTEMBER 28, 1988, IN BOOK 5558 AT PAGE 1255.

14. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 16, 1999, UNDER RECEPTION NO. 99146192.

15. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAR CREEK AS THE SAME MAY COURSE THROUGH THE SUBJECT PREMISES AS EVIDENCED BY EL PASO COUNTY ASSESSOR'S MAP.

16. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE CONSERVATION EASEMENT FROM THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO TO THE PALMER LAND TRUST RECORDED Dec. 22, 2014 AT RECEPTION NO. 214117452.

Received at 4 o'clock P.M. [illegible]
Reception No. 493198 HARRIET BEALS

BOOK 2142 PAGE 824

GRANT OF RIGHT OF WAY

RECEIVED of the City of Colorado Springs the sum of TEN AND NO/100THS

($ 10.00) Dollars, in consideration of which the undersigned hereby grants to the City of Colorado Springs, its successors and assigns, a perpetual right of way and easement for the construction, maintenance and operation of electrical lines, including necessary poles, ~~and necessary~~ wires, guys, anchors and fixtures, vaults, pipelines for water, gas or sewage, together with necessary fixtures and attachments, over, under and across a portion of the South-half of Section 14 and the Northeast quarter of Section 23 all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said Right of Way and Easement to be ten (10) feet in width five (5) feet on each side of a centerline, unless otherwise designated, described as follows:

Commencing at the Southeast corner of said Section 14; thence Southerly along the East line of said Section 14 extended Southerly a distance of 65 feet to the true point of beginning of Right of Way and Easement centerline; thence angle right Westerly parallel to the South line of said Section 14 and the North line of said Section 23 a distance of 2586 feet; thence angle right 06°20' a distance of 255 feet; thence angle right 14°15' a distance of 753 feet; thence angle right 08°28' a distance of 425 feet to terminus of Right of Way and Easement centerline.

There shall be anchor guy Right of Way and Easements, 5 feet in width and 30 feet in length extending Southerly from the aforementioned angle points of 14°15' and 08°28'.

Excepting from the above that portion contained within dedicated roads or streets.

together with the right to enter upon said property for the purpose of making repairs and replacements to said lines.

And also hereby grant unto said grantee, the right to trim any trees which may interfere with the construction and operation of said electrical lines, also the right to permit the attachment of wires and fixtures of any other company to said poles ~~as bases~~ for telephone service.

It is understood that the City will reimburse the owner for any damages caused by an entry upon the above described property for the purpose of installing, repairing or maintaining said installations.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 4th day of August, A.D. 19 66

ATTEST:

Norman C. Foote
Chief Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

Keith D. McBurney, (SEAL)
Chairman

Rodger M. Fay, (SEAL)
Commissioner

C. H. Bickley, (SEAL)
Commissioner

_____, (SEAL)

State of Colorado,)
County of El Paso,) ss.

The foregoing instrument was acknowledged before me this 4th day of August, 19 66, by Keith D. McBurney, Chairman of the Board of County Commissioners; Rodger M. Fay, Commissioner and C. H. Bickley, Commissioner, and Norman C. Foote, Chief Deputy County Clerk.

My commission expires 9-6-67

NOTARY PUBLIC

Witness my notary seal.

Received at 2:16 o'clock P M. AUG 5 1971

Reception No. 819143 HARRIET BEALS

BOOK 2427 PAGE 26

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO 100/THS ($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor," hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee," do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit: over and across a portion of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, to wit:

1. The Northerly eighty (80) feet of the Northeast Quarter of the Northwest Quarter of said Section 23.

2. The Southerly fifty (50) feet of the Northerly eighty (80) feet of the Northeast Quarter of said Section 23, excepting the Easterly 205.40 feet thereof.

3. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.40 feet; thence angle left 90°00' Southerly, a distance of 30.00 feet to the true point of beginning of the tract herein described; thence angle left 90°00' Easterly and parallel to said Northerly line of said Section, a distance of 120.00 feet; thence angle right 90°00' Southerly a distance of 120.00 feet; thence angle right 90°00' Westerly a distance of 40.00 feet; thence angle left 90°00' Southerly, a distance of 99.30 feet; thence angle right 90°00' Westerly, a distance of 80.00 feet; thence angle right 90°00' Northerly, a distance of 219.30 feet to the point of beginning.

4. Commencing at the Northeast corner of said Section 23; thence Westerly along the Northerly line of said Section 23, a distance of 325.4 feet; thence S 1°38' E, a distance of 780.00 feet to the true point of beginning of the tract herein described; thence S 83°48' W, a distance of 40.00 feet; thence S 1°38' E, a distance of 120.00 feet; thence N 83°48' E, a distance of 40.00 feet; thence N 1°38' W, a distance of 120.00 feet to the point of beginning.

Over and across a portion of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado. Said Right of Way and Easement to be eighty (80) feet in width, forty (40) feet each side of a centerline described as follows:

5. Commencing at the Center of said Section 15; thence S 0°32'30" W, a distance of 462.10 feet along the North-South centerline of said Section 15; thence S 64°32'00" W, a distance of 550.34 feet; thence N 47°10'00" W a distance of 320.00 feet to the true point of beginning of said centerline; thence

S 47°10'00" E, a distance of 320.00 feet; thence S 79°38'00" E, 2903.00 feet, more or less, to a point lying 40.00 feet West of, and 50.00 feet North of, the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15; thence Southerly parallel to, and 40.00 feet distant from, the East line of Section 15, to intersect the South line of said Section 15 at a point 40.00 feet Westerly from the Southeast corner of said Section 15.

6. Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado; thence Northerly along the East line of said Section 15, a distance of 10.00 feet to the true point of beginning of the tract herein described; thence continuing on last mentioned course 120.00 feet; thence angle left 90°00' Westerly, a distance of 120.00 feet; thence angle left 90°00' Southerly, a distance of 120.00 feet; thence angle left 90°00' Easterly a distance of 120.00 feet to the point of beginning.

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

It is expressly understood and agreed that El Paso County reserves the right at any time to use the Northerly twenty (20) feet of that portion of the Right of Way granted herein described under Paragraph 2 above should the County at any time determine it is necessary for the widening of Gold Camp Road and that said twenty (20) feet may be used as part of said Gold Camp Road System.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 5th day of August, A.D. 1971.

EL PASO COUNTY SEAL COLORADO

ATTEST:

Clerk and Recorder

By Verna Feilner Deputy County Clerk

EL PASO COUNTY

By James R. Ross

Chairman of the Board of County Commissioners

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 5th day of August, 1971, by James R. Ross as Chairman of the Board of County Commissioners and Verna Feilner as Deputy Clerk and Recorder of El Paso County.

My Commission Expires:
September 7, 1971

NOTARY PUBLIC STATE OF COLORADO

James H. Ingram
NOTARY PUBLIC

Filed for record the SEP 12 1972 A. D. 19 11:05 o'clock M. BOOK 2522 PAGE 431

No. 917374 HARRIET BEALS RECORDER

This Deed, Made this 11th day of September in the year of our Lord one thousand nine hundred and seventy-two, between El Paso County, an organized County within the State of Colorado of the County of El Paso and State of Colorado, of the first part, and El Paso County, an organized County within the State of Colorado, of the second part,

Witnesseth, That the said part of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration---------- DOLLARS, to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has sold, conveyed and Quit-Claimed, and by these presents do sell, convey and Quit-Claim unto the said party of the second part, its successors and assigns, For the Purpose of Constructing and Maintaining Thereon a Public Highway, all the following described land situate, lying and being in the County of El Paso and State of Colorado, to-wit:

A strip of land situated in the North one-half of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the North quarter corner of said Section 23, run thence Easterly along the North line thereof a distance of 20.7 feet to the Easterly R.O.W. line of a County Road known as Twenty-first Street; thence angle Right, Southerly along said Easterly R.O.W. line a distance of 413.44 feet, more or less, to a point 10.0 feet Easterly and 414.02 feet Southerly of the North quarter corner of said Section 23; thence angle Left 1°-20' and run Southerly along said Easterly R.O.W. line a distance of 2,210.44 feet, more or less, to a point 10.0 feet Easterly of the center of said Section 23; thence angle Right along the East-West center line of said Section 23 a distance of 10.0 feet to the center of said Section 23; thence continue on the aforementioned course a distance of 70.0 feet to a point on the Westerly R.O.W. line of a County Road known as Twenty-first Street; thence angle Right, Northerly along the Westerly R.O.W. line thereof a distance of 2,210.56 feet, more or less to a point 70.0 feet Westerly and 414.02 feet Southerly of the North quarter corner of said Section 23; thence angle Right 1°-20' and run Northerly along said Westerly R.O.W. line a distance of 413.56 feet, more or less, to a point 59.3 feet Westerly of the North quarter corner of said Section 23; thence run Easterly along the North line thereof a distance of 59.3 feet to the point of beginning.

Excepting from the above described tract all portions heretofore dedicated for public use.

The above described tract containing an area of 4.8191 acres, more or less.

To Have and to Hold the Same, and all the estate, right, title and interest of the said part of the first part, for the uses and purposes hereinabove specified.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

El Paso County, an organized County within the State of Colorado

By: James R. Ross

Commissioner to Convey

STATE OF COLORADO }
County of EL PASO } ss.

I do hereby certify that James R. Ross, Commissioner to Convey personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing deed as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 11th day of September 1972.

My commission expires March 2, 1976.

Verna M. Zeh
Notary Public

ANNEXATION MAP

SOUTHWEST ANNEXATION

TO THE CITY OF COLORADO
EL PASO COUNTY, COLO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, THE CITY OF COLORADO SPRINGS, HAVING ANNEXED THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE THAT THE ATTACHED MAP CORRECTLY SHOWS THE BOUNDARIES OF THE REAL PROPERTY TO BE ANNEXED. THAT SAID ANNEXATION MAP SHOWS CORRECTLY THE RELATIONSHIP OF SAID TRACT OF LAND TO THE ESTABLISHED LIMITS OF THE CITY OF COLORADO SPRINGS, COLORADO, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS

TO WIT:

A TRACT OF LAND IN TOWNSHIPS 14 AND 15 SOUTH, RANGE 66 AND 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE [illegible] LINE OF THE CITY OF COLORADO ANNEXATION TO THE CITY OF COLORADO SPRINGS AS ANNEXED TO THE CITY OF COLORADO SPRINGS ANNEXATION [illegible] 1966, [illegible] RIGHT-OF-WAY LINE OF A PUBLIC ROAD BEING THE EAST LINE OF 26TH STREET, THENCE SOUTH [illegible] ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ITS CONTINUATION AS THE WESTERLY RIGHT-OF-WAY LINE OF A PUBLIC [illegible] TO THE INTERSECTION WITH THE WEST LINE OF [illegible] TOWNSHIP 14 SOUTH, RANGE 67 WEST, THENCE ALONG SAID [illegible] TO THE [illegible] WEST LINE OF SAID SECTION 22, SAID CORNER ALSO BEING THE [illegible] OF THE [illegible] SECTION 21; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST [illegible] OF THE SOUTHEAST [illegible] OF THE NORTHWEST [illegible] SAID SECTION 21; THENCE SOUTHERLY ALONG THE WEST [illegible] OF THE NORTHEAST [illegible] OF THE SOUTHEAST [illegible] OF SAID SECTION 21; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST [illegible] OF THE SOUTHEAST [illegible] TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST [illegible] OF THE SOUTHEAST [illegible] TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST [illegible] OF THE SOUTHEAST [illegible] TO THE WEST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE CONTINUING WESTERLY ALONG THE SOUTH LINE OF SECTION 22 TO THE WEST LINE OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SECTION 27; THENCE SOUTHEASTERLY ALONG A [illegible] LINE [illegible] OF THE SOUTHWEST [illegible] OF SAID SECTION 27 SAID LINE BEING ALSO [illegible] OF THE SOUTHWEST [illegible] OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE SOUTHEASTERLY ALONG A [illegible] TO THE POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF THE NORTHEAST [illegible] OF THE SOUTHEAST [illegible] OF SAID SECTION 34, SAID POINT BEING ALSO THE EASTERLY CORNER OF THE NORTHEAST [illegible] OF THE SOUTHWEST [illegible] OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE [illegible] ALONG A DIRECT LINE TO ITS POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SAID SOUTHWEST [illegible] OF THE [illegible] OF SECTION 35; SAID POINT BEING ALSO THE NORTHWEST CORNER OF THE NORTHEAST [illegible] OF THE NORTHWEST [illegible] OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 67 WEST; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST [illegible] OF THE NORTHWEST [illegible] OF SECTION 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD KNOWN AS OLD STAGE ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE OLD STAGE ROAD TO A SOUTHERLY RIGHT-OF-WAY OF CHEYENNE MOUNTAIN MARLAND ROAD UNTIL IT INTERSECTS THE SOUTHERLY LINE OF MARLAND ROAD IN THE SOUTH [illegible] OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 67 WEST; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MARLAND ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF MARLAND ROAD WHICH RUNS IN A SOUTHERLY DIRECTION, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 893, PAGE 69 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MARLAND ROAD TO ITS INTERSECTION WITH THE SOUTHWEST CORNER OF SAID TRACT RECORDED IN BOOK 893, PAGE 69; THENCE SOUTHEASTERLY ALONG A BEARING OF SOUTH 16°45' EAST A DISTANCE OF 582.82 FEET TO A POINT OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS IS [illegible] FEET; A DISTANCE OF [illegible] FEET; THENCE [illegible] EASTERLY [illegible] TO THE AFORESAID [illegible] A DISTANCE OF 133.46 FEET TO A POINT BEING THE [illegible] CORNER OF LOT 4, [illegible] SUBDIVISION AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION EXTENDED EASTERLY A DISTANCE OF [illegible] FEET TO ITS POINT OF INTERSECTION WITH THE EXISTING CORPORATE BOUNDARY LINE OF THE CITY OF COLORADO SPRINGS AS ANNEXED UNDER GATES ADDITION NO. 10 TO THE CITY OF COLORADO SPRINGS; THENCE IN A GENERAL DIRECTION [illegible] ALONG THE EXISTING CORPORATE BOUNDARIES OF THE CITY OF COLORADO SPRINGS UNTIL IT INTERSECTS WITH THE POINT OF BEGINNING, EXCLUDING THOSE [illegible] CALVERT HEIGHTS ADDITION, COLORADO CITY AND CALVERT HEIGHTS ADDITION, CALVERT HEIGHTS ADDITION NO. 2, [illegible] ADDITION NO. 1, ALL OF WHICH HAVE BEEN ANNEXED TO THE CITY OF COLORADO SPRINGS SINCE OCTOBER OF 1976.

CORE [illegible]

COLORADO, [illegible]

ATTEST [illegible]

STATE OF [illegible]

COUNTY OF [illegible]

THE [illegible]

EL PASO [illegible]

STATE OF [illegible]

COUNTY OF EL [illegible]

I HEREBY CERT[illegible]

FEET S [illegible]

THE UNDERSIGN[illegible]

ACCORDING SU[illegible]

ANNEXATION MAP

NEXATION AREA ADDITION

ITY OF COLORADO SPRINGS,
ASO COUNTY, COLORADO.

DONE PURSUANT TO ORD. NANCE NO. 2 4215 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, ON THE 12th DAY OF Dec 1978 A.D.

ATTEST: CITY CLERK

SEAL

STATE OF COLORADO
COUNTY OF EL PASO } SS

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF December, 1978 A.D., BY CLARENCE E. TOMS AND TERRY E. [illegible] OF THE CITY OF COLORADO SPRINGS, COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-8-79

STATE OF COLORADO
COUNTY OF EL PASO

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 12:15 O'CLOCK P.M. ON THE 28th DAY OF December, 1978 A.D. AND IS DULY RECORDED IN BOOK 3124 AT PAGE 394, RECEPTION NUMBER [illegible]

FEE $ 20.00

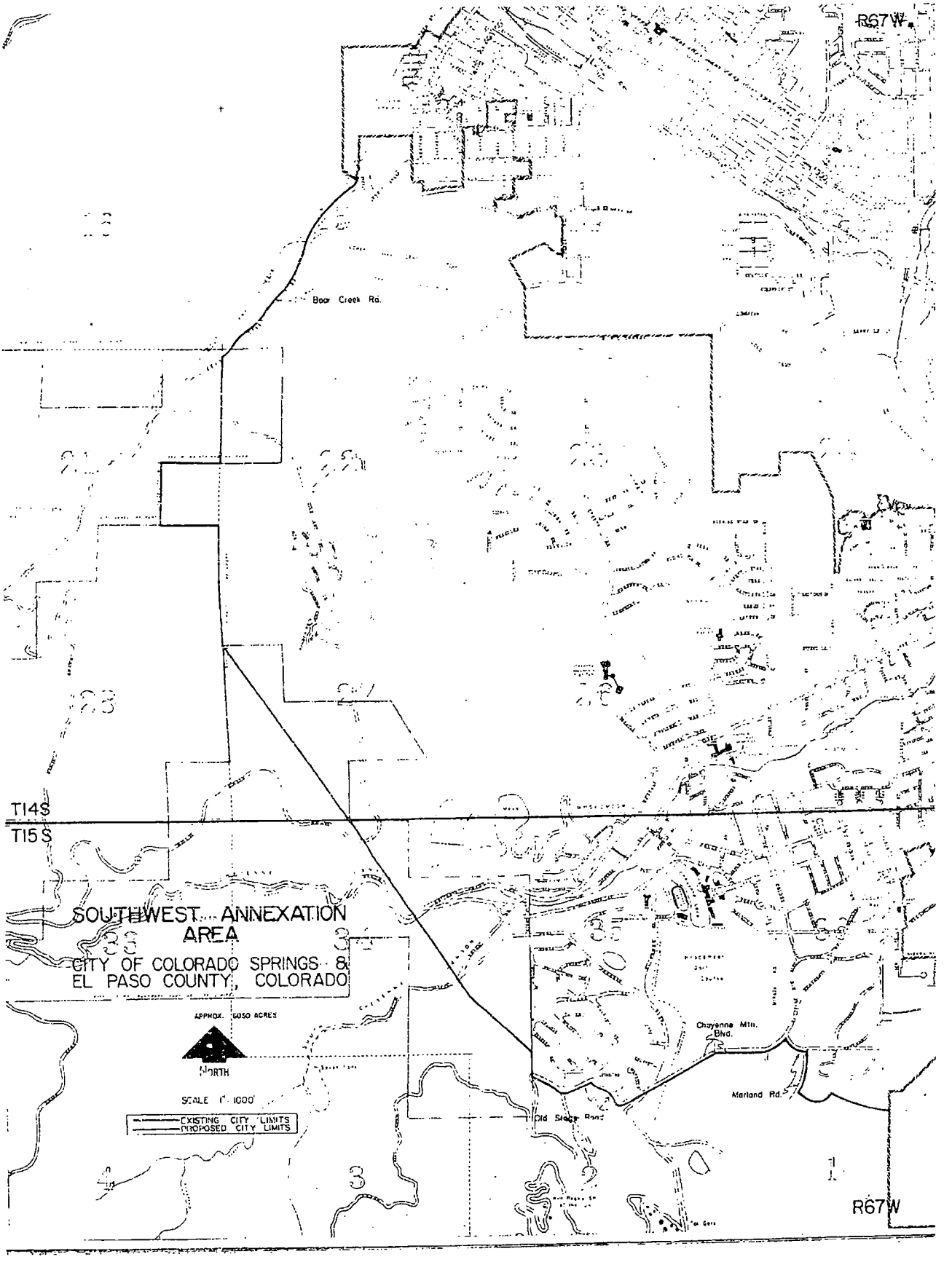
HARRIET BEALS, RECORDER

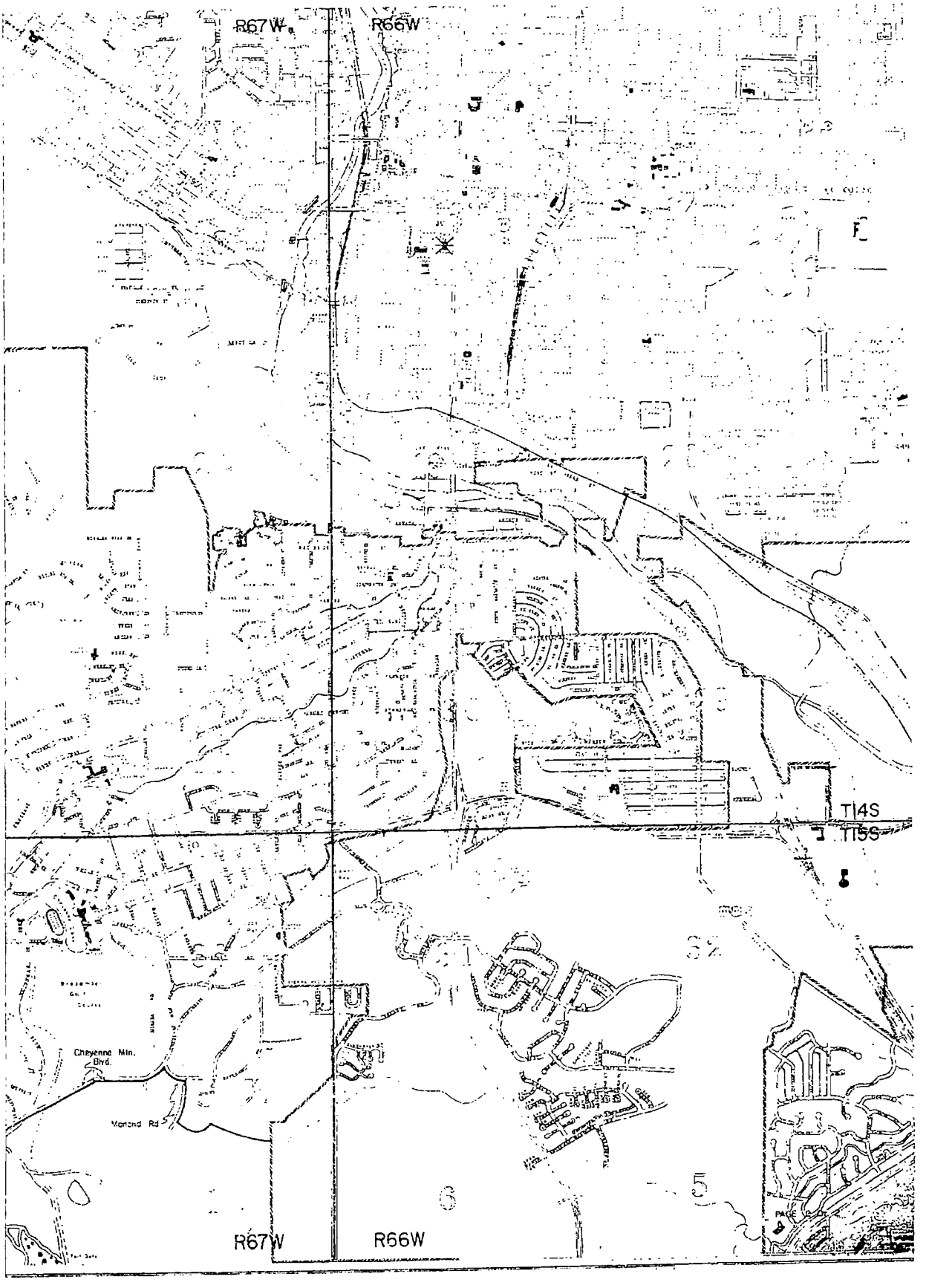
DEPUTY

THIS IS TO CERTIFY THAT THE MAP ATTACHED HERETO WAS COMPILED AND DRAWN UNDER MY SUPERVISION AND THAT SAID MAP ACCURATELY SHOWS THE DESCRIBED TRACT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PLANT SUPERVISOR CITY ENGINEER
OF THE CITY OF COLORADO SPRINGS, COLORADO

DATE: Dec. 27, 1978


R67W
Boar Creek Rd.
T14S
T15S
SOUTHWEST ANNEXATION
AREA
CITY OF COLORADO SPRINGS &
EL PASO COUNTY, COLORADO
APPROX. 6050 ACRES
NORTH
SCALE 1" = 1000'
EXISTING CITY LIMITS
PROPOSED CITY LIMITS
Cheyenne Mtn.
Blvd.
Marland Rd.
Old Stage Road
R67W


R67W
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Morland Rd
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R67W
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9 28 88

01750599

88 SEP 28 AM 10: 13

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

BOOK 3558 PAGE 1255

FICSE

Resolution No 88-294, Land Transfer-19
EXHIBIT A

EASEMENT

THIS GRANT OF EASEMENT is made and executed this _____ day of _____, 1988, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the STATE OF COLORADO DEPARTMENT OF INSTITUTIONS (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and the STATE OF COLORADO, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quitclaim a temporary easement to the STATE OF COLORADO as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

A temporary construction easement for the purpose of slope grading, which temporary easement is more particularly described in the attached legal description identified as Attachment A incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purpose of initial construction and shall terminate at the end of the construction period.

GRANTOR COVENANTS

The GRANTOR covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: Mary Morrison
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 19th day of September, 1988, by Mary Morrison, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: February 5, 1992

(SEAL)

Ellen L Bilbeto
Notary Public

9 28 88

EXHIBIT A

Greiner Engineering Sciences, Inc
5373 N. Union Boulevard
Colorado Springs, Colorado 80918
(303) 593 0212

Greiner

A Greiner Engineering, Inc Company

May 10, 1988

Fig. 15/50
CSP

LEGAL DESCRIPTION

A parcel of land situate in the northeast quarter of Section 23, Township 14 South, Range 67 West of the 6th Principal Meridian, in the City of Colorado Springs, El Paso County, Colorado, described as follows:

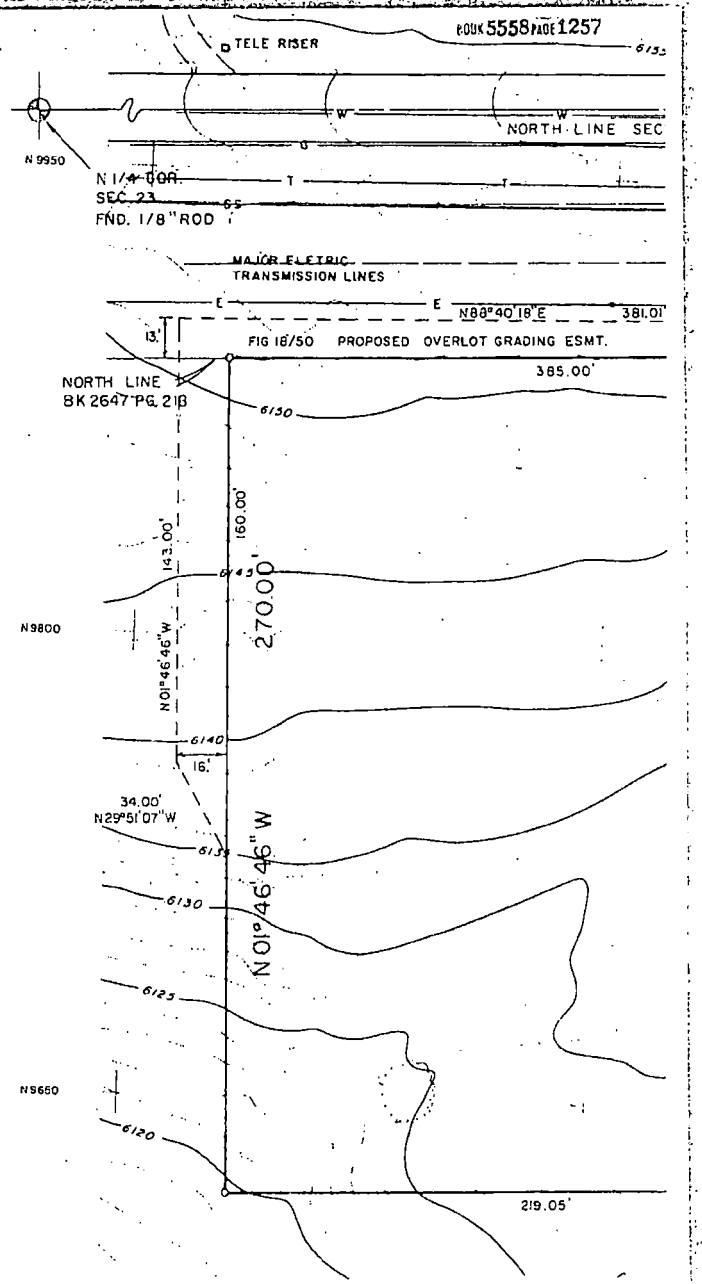
Commencing at the northeast corner of said Section 23, being monumented by an existing 2" bolt; thence S80°30'14"W a distance of 595.80 feet, to the point of beginning; thence along the north line of a tract of land as described in the records of El Paso County in Book 5309 at Page 1079, S88°13'14"W a distance of 385.00 feet; thence along the west line of said tract of land S01°46'46"E a distance of 160.00 feet; thence N29°51'07"W a distance of 34.00 feet; thence N01°46'46"W a distance of 143.00 feet; thence N88°40'18"E a distance of 381.01 feet; thence S65°12'52"E a distance of 22.36 feet to the point of beginning. The above described parcel contained 6801.5 square feet more or less.

OVERLOT GRADING EASEMENT

9128188

BOOK 5558 PAGE 1257

EXHIBIT 'A'



NON-EXCLUSIVE PERMANENT EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, hereinafter referred to as GRANTOR, does hereby grant, bargain, sell, convey and quitclaim a Non-exclusive Permanent Easement, hereinafter referred to as the Permanent Easement or the Easement, to the CITY OF COLORADO SPRINGS, COLORADO, hereinafter referred to as GRANTEE, and GRANTEE agrees to accept said Easement subject to the terms and conditions stated herein, on the following described real estate, hereinafter referred to as the Property, situate in the County of El Paso, State of Colorado, to wit: SEE THE ATTACHED EXHIBIT A.

PURPOSE OF EASEMENT

A non-exclusive permanent easement, together with the rights of ingress and egress, for the installation, maintenance, service, repair, and replacement of an underground storm drain and outlet facility located on or under the Property and all incidental purposes related thereto, and said Easement shall not be for the benefit of or used for any other type of utilities or utility providers.

DURATION OF EASEMENT

The Easement granted herein shall be perpetual and shall commence from the date of the grant; however, that said storm drain easement shall terminate at any time upon its permanent abandonment, or if construction does not commence and be completed within one (1) year from the date of this grant, the Grantor without recourse of the Grantee, may vacate the easement.

GRANTEE COVENANTS

Grantee shall provide all maintenance and repair of the storm drain and outlet facility. Except for emergency repairs, the Grantee will give notice to the Grantor in order to coordinate all maintenance and repairs. Grantee agrees that at no time will clear cutting of vegetation or chemical control of vegetation be allowed. The Grantee agrees that there will be no tree removal as part of the construction and maintenance without the expressed written permission from the Grantor.

Grantee shall not erect or construct any building or other permanent structure, or drill or operate any well, within the above-described Property.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said Easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed within said easement. The Grantor covenants and agrees to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said electric utility easement, of land fills, land excavations, water impoundments or other land uses which might reduce the safety of, or cause a hazard to, the operation of the Grantee's facilities constructed within the storm drain easement herein granted, or which right restrict Grantee's right to ingress and egress.

RIGHTS OF THIRD PARTIES

This Easement is not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the Grantor or Grantee because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

ENFORCEMENT

This Easement and the terms, conditions, and provisions hereof may be enforced by either of the parties hereto. In the event legal or administrative suits or proceedings are brought against either party for the purpose of such enforcement, the prevailing party shall recover from the non-prevailing party all costs associated therewith.

IN WITNESS WHEREOF, GRANTOR and GRANTEE affix their signatures below.

Executed this 13th day of September, 1998.

CITY OF COLORADO SPRINGS, COLORADO

By: _____
Name:
Title: David S. Zelenok, P.E.
Group Support Manager
Public Works

ATTEST:

Cindy S. Conway
Deputy City Clerk

APPROVED AS TO FORM

Mallen Zeller
ASSISTANT CITY ATTORNEY-CORPORATE
CITY OF COLORADO SPRINGS

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledge before me this 14th day of September, 1998, by David S. Zelenok, GSM Public Works, City of Colorado Springs, Colorado, as attested to by Cindy S. Conway, Deputy City Clerk.

Witness my hand and official seal.
My commission expires: 4-6-02

Sharon K. Sessions
Notary Public

Executed this 14th day of September, 1998.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Chuck Brown, Chairperson,
Board of County Commissioners of El Paso County, GRANTOR

ATTEST:

_____
Deputy Clerk

The foregoing instrument was acknowledge before me this 18th day of August, 1998, by Chuck Brown, Chairperson, the Board of County Commissioners of El Paso County, Colorado, and Eileen Gilbert, Deputy Clerk to the Board of County Commissioners of El Paso County, Colorado.

Witness my hand and official seal.
My commission expires: 8-8-2002

_____
Notary Public

Approved as to Form:

_____
Office of the County Attorney

J. Patrick Kelly El Paso Cty,CO 099146192
09/16/1999 09:11
Doc $0.00 Page
Rec $0.00 3 of 10

EXHIBIT A

PERMANENT STORM DRAIN EASEMENT

BEAR CREEK PARK

A permanent storm drain easement, 25 feet in width, lying 12.5 feet either side of the described centerline, over, under and across a portion of the Northeast Quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., City of Colorado Springs, El Paso County, Colorado, the easement centerline being described as:

Commencing at the Northeast Corner of said Section 23; thence N89°45'45"W on the north line of the Northeast Quarter of said Section 23 (the preceding course being the basis for bearings used in this description) a distance of 2540.35 feet; thence S00°14'05"W a distance of 30.00 feet to the Point of Beginning, said point being on the southerly right-of-way line of Rio Grande Street; thence S11°14'03"E on said centerline a distance of 167.31 feet to the Point of Terminus. The sidelines of the easement shall be shortened or lengthened to intersect the right-of-way line of Rio Grande Street

The described easement contains 4183 square feet, more or less, being 0.09603 acres, more or less.

Prepared by:

Stephen L. Mc Anally, PLS
For and On Behalf of Nolte and Associates

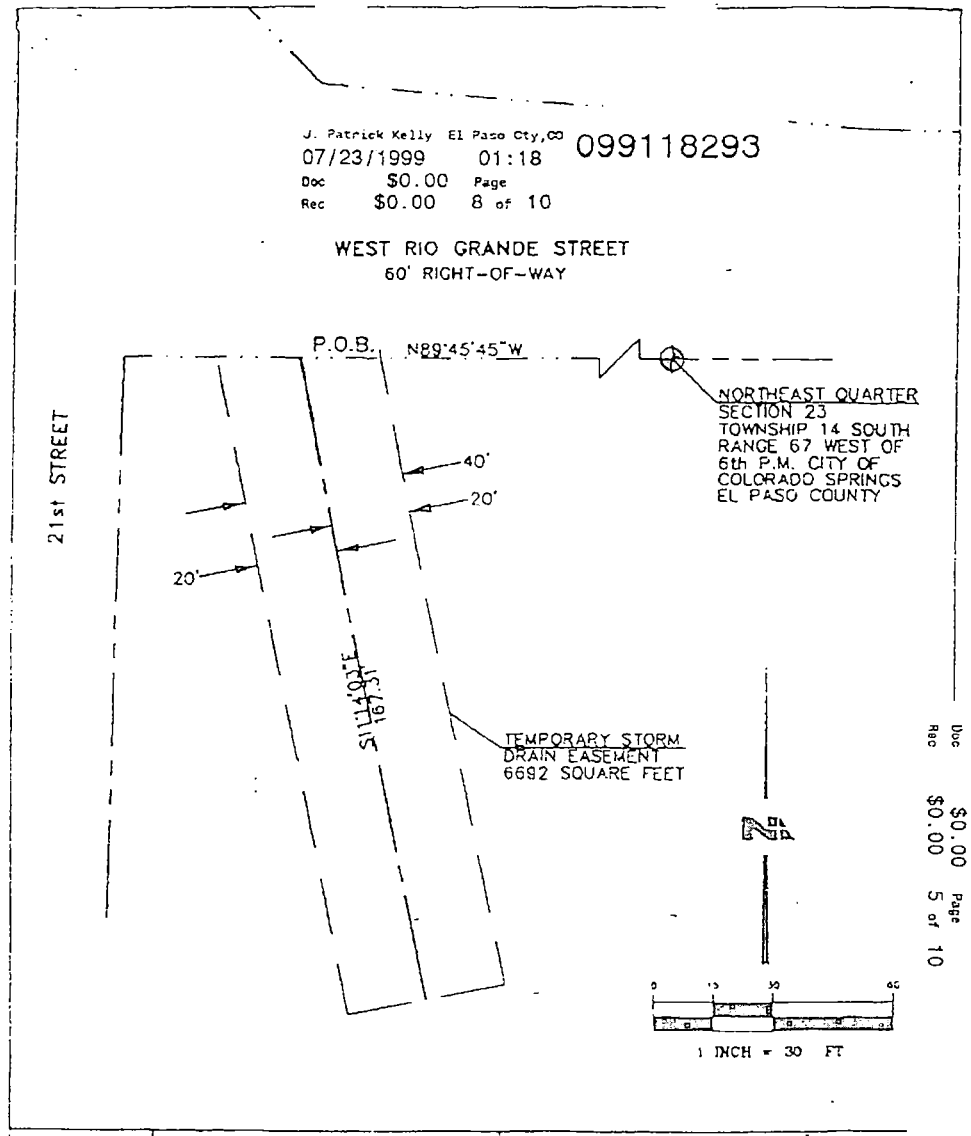
J. Patrick Kelly El Paso Cty,CO 099146192
09/16/1999 09:11
Doc $0.00 Page
Rec $0.00 4 of 10

NOLTE and ASSOCIATES, Inc.
Engineers / Planners / Surveyors

5350 North Academy Boulevard, Suite 100, Colorado Springs, CO 80918 Tel: (719) 528-1159 Fax: (719) 528-6244
Serving Clients Throughout the Western United States
N:\C50235\Easements\kpdcdr.doc

A

J. Patrick Kelly El Paso Cty,CO 099118293
07/23/1999 01:18
Doc $0.00 Page
Rec $0.00 8 of 10



J. Patrick Kelly El Paso Cty,CO 099146192
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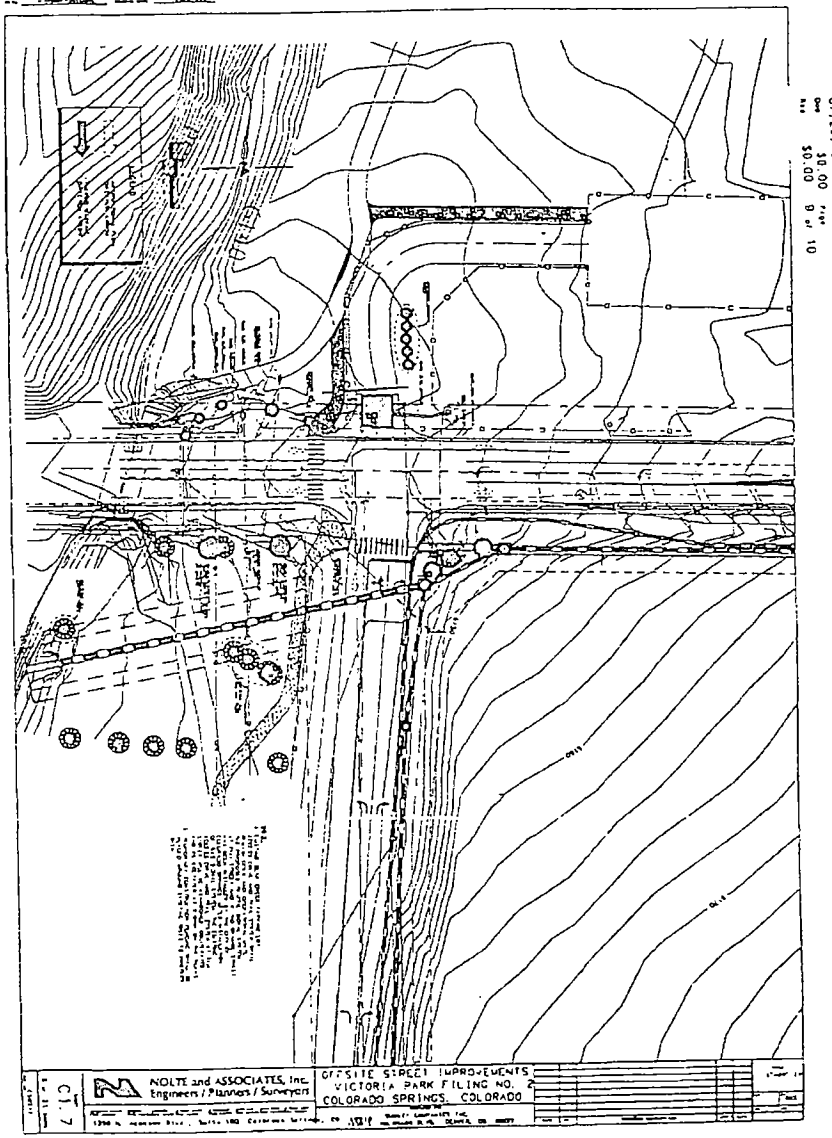
Rec $0.00 5 of 10

NOLTE and ASSOCIATES, Inc.
Engineers / Planners / Surveyors
4360 N. Academy Blvd., Suite 100, Colorado Springs, CO 80918
(719) 528-1564

EXHIBIT ONE
STORM DRAIN EASEMENT
VICTORIA PARK FILING NO. 2

EXHIBIT
B



J. Patrick Kelly El Paso Cty,CO 099146192
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Rec $0.00 8 of 10

J. Patrick Kelly El Paso Cty,CO 099146192
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J. Patrick Kelly El Paso Cty,CO 099118293
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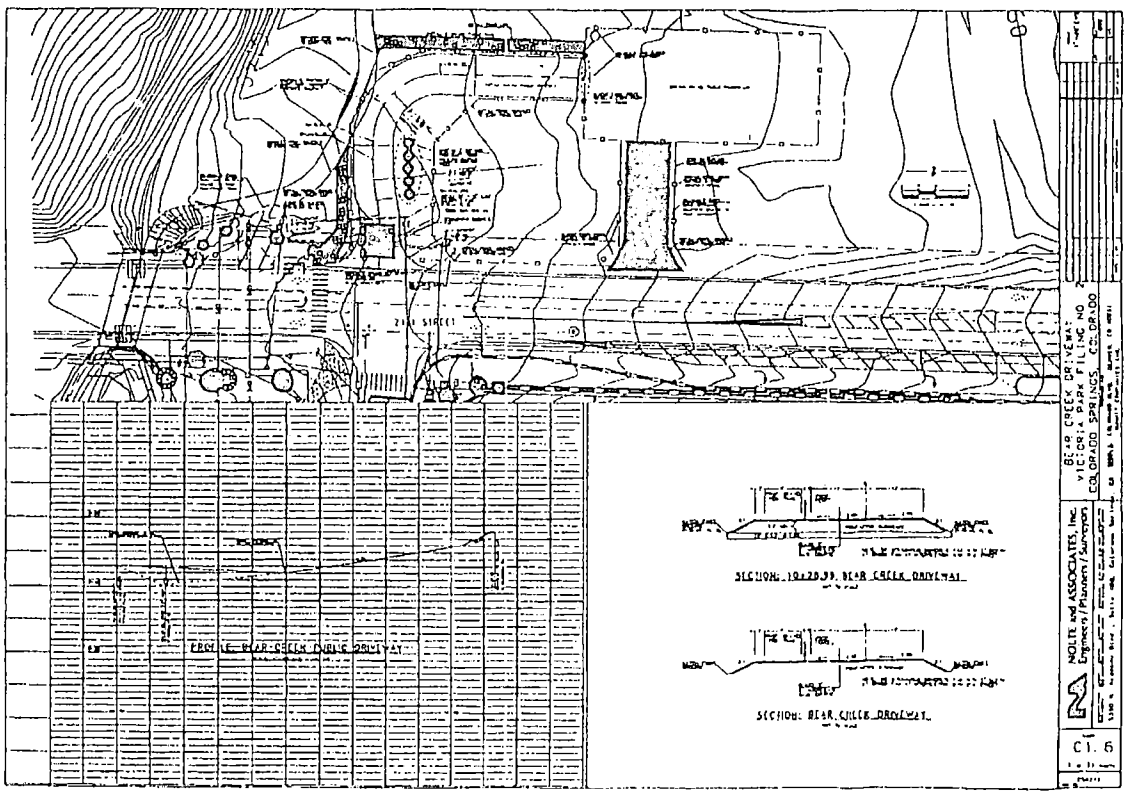

PERMANENT STORM DRAIN MAINTENANCE ACCESS EASEMENT

BEAR CREEK PARK

A permanent storm drain maintenance access easement over and across a portion of the Northeast Quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., City of Colorado Springs, El Paso County, Colorado, the easement being described as:

The Bear Creek Park entrance at West Rio Grande Street and Creek Crossing, thence on said Creek Crossing to it's first intersection with the equestrian/pedestrian trail; thence westerly on said trail to it's terminus at 21st Street and West Rio Grande Street.

Prepared by:

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
STEPHEN L. McANALLY
8/11/98
25955

Stephen L. Mc Anally, PLS
For and On Behalf of Nolte and Associates

NOLTE and ASSOCIATES, Inc.
Engineers / Planners / Surveyors

5350 North Academy Boulevard, Suite 100, Colorado Springs, CO 80918 Tel: (719) 528-1159 Fax: (719) 528-6244
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J. Patrick Kelly El Paso Cty,CO 099146192
09/16/1999 09:11
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RESOLUTION NO. 118-99

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN EASEMENT FROM THE BOARD OF COUNTY COMMISSIONERS FOR EL PASO COUNTY FOR A STORM DRAINAGE FACILITY.

NOW THEREFORE, be it resolved by the City Council of the City of Colorado Springs that the City hereby accepts a non-exclusive permanent easement for underground storm drainage and related purposes as presented to City Council.

Dated at Colorado Springs, Colorado this 13th day of July, 1999.

Mayor

ATTEST:

City Clerk

ord-res/301res/ec

NON-EXCLUSIVE PERMANENT EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, hereinafter referred to as GRANTOR, does hereby grant, bargain, sell, convey and quitclaim a Non-exclusive Permanent Easement, hereinafter referred to as the Permanent Easement or the Easement, to the CITY OF COLORADO SPRINGS, COLORADO, hereinafter referred to as GRANTEE, and GRANTEE agrees to accept said Easement subject to the terms and conditions stated herein, on the following described real estate, hereinafter referred to as the Property, situate in the County of El Paso, State of Colorado, to wit: SEE THE ATTACHED EXHIBIT A.

PURPOSE OF EASEMENT

A non-exclusive permanent easement, together with the rights of ingress and egress, for the installation, maintenance, service, repair, and replacement of an underground storm drain and outlet facility located on or under the Property and all incidental purposes related thereto, and said Easement shall not be for the benefit of or used for any other type of utilities or utility providers.

DURATION OF EASEMENT

The Easement granted herein shall be perpetual and shall commence from the date of the grant; however, that said storm drain easement shall terminate at any time upon its permanent abandonment, or if construction does not commence and be completed within one (1) year from the date of this grant, the Grantor without recourse of the Grantee, may vacate the easement.

GRANTEE COVENANTS

Grantee shall provide all maintenance and repair of the storm drain and outlet facility. Except for emergency repairs, the Grantee will give notice to the Grantor in order to coordinate all maintenance and repairs. Grantee agrees that at no time will clear cutting of vegetation or chemical control of vegetation be allowed. The Grantee agrees that there will be no tree removal as part of the construction and maintenance without the expressed written permission from the Grantor.

Grantee shall not erect or construct any building or other permanent structure, or drill or operate any well, within the above-described Property.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said Easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed within said easement. The Grantor covenants and agrees to control and, to the extent reasonably necessary, to prevent the construction or alteration within the limits of said electric utility easement, of land fills, land excavations, water impoundments or other land uses which might reduce the safety of, or cause a hazard to, the operation of the Grantee's facilities constructed within the storm drain easement herein granted, or which right restrict Grantee's right to ingress and egress.

J. Patrick Kelly El Paso Cty,CO 099146192
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EXHIBIT E

PORTION OF SEC. 23, TS 14, R 67
COLORADO SPRINGS, CO 80906

EXHIBIT E

That portion of sections 14, 22 and 23, township 14 south, range 67 west of the 6th p.m., El Paso County, Colorado, described as follows:

LEGAL DESCRIPTION (EXHIBIT E)

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 23; (ALL BEARINGS USED IN THIS DESCRIPTION ARE ON THE COLORADO COORDINATE SYSTEM, CENTRAL ZONE);
THENCE NORTH 0 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 23, A DISTANCE OF 1835.00 FEET TO THE NORTHEAST CORNER OF SKYWAY PARK SUBDIVISION FILING NO. 8, AS RECORDED SEPTEMBER 2, 1959 IN PLAT BOOK A2 AT PAGE 77 OF THE RECORDS OF EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; (THE FOLLOWING THREE COURSES ARE ALONG AND CONTIGUOUS WITH THE NORTHERLY BOUNDARY LINE OF SAID SKYWAY PARK SUBDIVISION FILING NO. 8);
THENCE SOUTH 70 DEGREES 08 MINUTES 36 SECONDS WEST, 328.10 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 14 SECONDS WEST, 968.35 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 00 SECONDS WEST, 130.00 FEET TO THE NORTHEAST CORNER OF SKYWAY PARK ESTATES NO. 6, AS RECORDED JULY 21, 1965 IN PLAT BOOK H2 AT PAGE 29 OF THE SAID RECORDS;
(THE FOLLOWING TWO COURSES ARE ALONG AND CONTIGUOUS WITH THE NORTHERLY BOUNDARY LINE OF SAID SKYWAY PARK ESTATES NO. 6);
THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST TO THE TANGENT OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE WHICH HAS A CENTRAL ANGLE OF 43 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 163.09 FEET, AN ARC DISTANCE OF 122.40 FEET, THE LONG CHORD BEARS NORTH 68 DEGREES 19 MINUTES 00 SECONDS WEST, 119.55 FEET; THENCE NORTH 46 DEGREES 49 MINUTES 00 SECONDS WEST, TANGENT TO THE LAST MENTIONED CURVE, 114.46 FEET TO THE NORTHEAST CORNER OF SKYWAY PARK ESTATES NO. 7, AS RECORDED DECEMBER 15, 1967 IN PLAT BOOK J2 AT PAGE 72 OF THE SAID RECORDS;
(THE FOLLOWING TWO COURSES ARE ALONG AND CONTIGUOUS WITH THE NORTHERLY BOUNDARY LINE OF SAID SKYWAY PARK ESTATES NO. 7);
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WHICH CURVE HAS A CENTRAL ANGLE OF 24 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 333.25 FEET, AN ARC DISTANCE OF 143.21 FEET, THE LONG CHORD BEARS NORTH 59 DEGREES 07 MINUTES 41 SECONDS WEST, 142.12 FEET; THENCE NORTH 71 DEGREES 26 MINUTES 23 SECONDS WEST, TANGENT TO THE LAST MENTIONED CURVE, 398.31 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 0 DEGREES 22 MINUTES 32 SECONDS EAST ON SAID WEST LINE, 706.09 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 22; THENCE NORTH 88 DEGREES 52 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER, 329.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO BEN PINELLO JR. AND VIRA L. PINELLO RECORDED NOVEMBER 17, 1971 IN BOOK 2450 AT PAGE 232 OF THE SAID RECORDS;
(THE FOLLOWING FOUR COURSES ARE ALONG THE WEST, SOUTH AND EAST LINES OF SAID PINELLO TRACT);
THENCE SOUTH 0 DEGREES 23 MINUTES 38 SECONDS WEST, 655.75 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 52 SECONDS EAST, 329.68 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST 655.57 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 53 SECONDS EAST, 654.48 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CIMARRON DEVELOPMENT CO. RECORDED JUNE 4, 1971 IN BOOK 2413 AT PAGE 567 OF THE SAID RECORDS;
(THE FOLLOWING THREE COURSES ARE ALONG AND CONTIGUOUS WITH THE WEST, NORTH AND EAST LINE OF SAID CIMARRON DEVELOPMENT CO. TRACT);
THENCE NORTH 0 DEGREES 15 MINUTES 11 SECONDS WEST, 666.88 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS EAST 654.26 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 11 SECONDS EAST, 666.88 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 0 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 23, 782.69 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

B-2 EXCEPTIONS (EXHIBIT E)

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED APRIL 07 1881 IN BOOK 35 AT PAGE 93 AND RECORDED APRIL 18, 1882 IN BOOK 35 AT PAGE 205.

9. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED NOVEMBER 02, 1966, IN BOOK 2154 AT PAGE 295.

10. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED NOVEMBER 22, 1966, IN BOOK 2156 AT PAGE 503.

11. RIGHT OF WAY EASEMENT AS GRANTED TO DAVID R. SELLON AND COMPANY IN INSTRUMENT RECORDED MARCH 14, 1985, IN BOOK 3983 AT PAGE 557.

12. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 14, 1985, IN BOOK 3983 AT PAGE 560.

13. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 20, 1985, IN BOOK 3985 AT PAGE 921.

14. NOTICE OF PRIVATE WATER SYSTEM RECORDED JULY 2, 2002 AT RECEPTION NO. 202107767.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT RECORDED AUGUST 11, 2008 UNDER RECEPTION NO. 208090373.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT RECORDED APRIL 22, 2009 UNDER RECEPTION NO. 209042050.

17. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAR CREEK AS THE SAME MAY COURSE THROUGH THE SUBJECT PREMISES AS EVIDENCED BY EL PASO COUNTY ASSESSOR'S MAP.

18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE CONSERVATION EASEMENT FROM EL PASO COUNTY PARK AND RECREATION DISTRICT, A DISTRICT ORGANIZED UNDER THE LAWS OF THE STATE OF COLORADO TO THE PALMER LAND TRUST RECORDED Dec. 22, 2014 AT RECEPTION NO. 214117456.

THE

UNITED STATES OF AMERICA.

Certificate No. [illegible]

To all to whom these presents shall come—GREETING:

Whereas, Ewart McClish

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado Territory whereby it appears that full payment has been made by the said Ewart McClish

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the North East quarter of the South West quarter of section eight and the South East quarter of section [illegible] in Township [illegible] North of Range [illegible] West in the district of Lands subject to sale at Pueblo Colorado Territory containing forty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Ewart McClish

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Ewart McClish

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Ewart McClish

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Ulysses S. Grant President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Fifteenth day of December in the year of our Lord one thousand eight hundred and Seventy Five and of the independence of the United States the [illegible]

(SEAL) UNITED STATES OF AMERICA

By the President: U. S. Grant

Recorded, Vol. [illegible] Page 191

L. A. Barnes, Recorder of the General Land Office

L. G. Boyington

Filed for Record the 18 day of April A. D. 1876 at [illegible] o'clock [illegible] M.

4

THE

UNITED STATES OF AMERICA.

Certificate No. 141

To all to whom these presents shall come—GREETING:

Whereas, Oscar L. Matthews of Otero County Colorado Territory

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado Territory whereby it appears that full payment has been made by the said Oscar L. Matthews

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the South East quarter of the South West quarter, the South half of the South East quarter, and the North East quarter of the South East quarter of section twenty two in Township Fourteen South of Range forty seven West in the district of Lands subject to sale at Pueblo Colorado Territory containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Oscar L. Matthews

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Oscar L. Matthews

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Oscar L. Matthews

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Ulysses S. Grant President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Fifteenth day of April in the year of our Lord one thousand eight hundred and Seventy Five and of the independence of the United States the Ninety Sixth

(SEAL) UNITED STATES OF AMERICA

By the President: U. S. Grant

Recorded, Vol. [illegible] Page 188

By S. D. Williamson, Recorder of the General Land Office

L. G. Boyington

Filed for Record the 18 day of April A. D. 1876 at 10 o'clock [illegible] M.

10:41 ... M.

5075530 HARRIET BEALS

BOOK 2154 PAGE 295

GRANT OF RIGHT OF WAY

RECEIVED of the City of Colorado Springs the sum of ONE AND NO/100ths

($1.00) Dollars, in consideration of which the undersigned hereby grants to the City of Colorado Springs, its successors and assigns, a perpetual right of way and easement for the construction, maintenance and operation of electrical lines, including necessary poles, [illegible], wires, guys, anchors and fixtures, vaults, pipelines for water, gas or sewage, together with necessary fixtures and attachments, over, under and across a portion of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said Right of Way and Easement to be described in two parts as follows: 1. A 12 foot Right of Way and Easement 6 feet on each side of a centerline described as follows: Commencing at a point 6 feet West of the Southeast corner and on the South line of the SW¼SW¼ of said Section 14, this being the true point of beginning of Right of Way and Easement centerline; thence angle right Northerly parallel to East line of the SW¼SW¼ of said Section 14 a distance of 1209 feet; thence angle left 11°14' a distance of 89 feet; thence angle left 12°17' a distance of 580 feet; thence angle right 17°24' a distance of 835 feet, more or less, to intersect that tract of land deeded to City of Colorado Springs, as recorded in Book 2129 at Page 915 of the records of El Paso County, Colorado, excepting rights of way of record for roads dedicated for public use.

2. A 5 foot Right of Way and Easement 2½ feet on each side of a centerline described as follows: a. Using the same point of beginning of Right of Way and Easement centerline, 1 above, run North and parallel to East line of SW¼SW¼ of said Section 14 a distance of 500 feet, to the true point of beginning of Right of Way and Easement centerline; thence angle left 60°45' a distance of 36 feet to terminus of Right of Way and Easement. b. Using the same point of beginning of Right of Way and Easement centerline, 1 above, run North and parallel to East line of SW¼SW¼ of said Section 14 a distance of 1209 feet, thence angle left 11°14' a distance of 89 feet; thence angle left 12°17' a distance of 580 feet to the true point of beginning of Right of Way and Easement centerline; thence angle left 81°18' a distance of 36 feet to terminus of Right of Way and Easement.

The primary use of this right of way and easement shall be for a 34500 and a 6900 volt electric transmission and distribution line.

together with the right to enter upon said property for the purpose of making repairs and replacements to said lines.

And also hereby grant unto said grantee, the right to trim any trees which may interfere with the construction and operation of said electrical lines, also the right to permit the attachment of wires and fixtures of any other company to said poles or towers for telephone service.

It is understood that the City will reimburse the owner for any damages caused by an entry upon the above described property for the purpose of installing, repairing or maintaining said installations.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 1st day of November, A.D. 1966

ATTEST:

_____ BEN PINELLO (SEAL)

HELEN F. PINELLO (SEAL)

BEN PINELLO JR. (SEAL)

VIRA L. PINELLO (SEAL)

State of Colorado,)
County of El Paso,) ss.

The foregoing instrument was acknowledged before me this 1st day of November, 1966, by

BEN PINELLO, HELEN F. PINELLO, BEN PINELLO JR., VIRA L. PINELLO

My Commission expires November 20, 1967

PAUL T. SNIDER
NOTARY PUBLIC

Witness my notary seal.

Filed at 11:30 o'clock A.M. NOV 22 1966

Reception No. 510600 HARRIET BEALS

BOOK 2156 PAGE 503

GRANT OF RIGHT OF WAY

RECEIVED of the City of Colorado Springs the sum of ONE AND NO/100THS

($ 1.00) Dollars, in consideration of which the undersigned hereby grants to the City of Colorado Springs, its successors and assigns, a perpetual right of way and easement for the construction, maintenance and operation of electrical lines, including necessary poles, ~~steel towers~~ wires, guys, anchors and fixtures, vaults, pipelines for water, gas or sewage, together with necessary fixtures and attachments, over, under and across a portion of the Southwest quarter, Southwest quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said Right of Way and Easement to be in two parts described as follows:

a. Right of Way and Easement to be 12 feet in width 6 feet on each side of a centerline described as follows: Commencing at a point on the East line of and 500 feet North of the Southeast corner of the Southwest quarter, Southwest quarter of said Section 14, this being the true point of beginning of Right of Way and Easement centerline; thence angle left 63°39' Westerly a distance of 1012 feet; thence angle left 14°33' Westerly to its intersection with the Westerly line of said Section 14.

b. Right of Way and Easement to be 5 feet in width 2½ feet on each side of a centerline described as follows: Commencing at a point on the East line of and 500 feet North of the Southeast corner of the Southwest quarter, Southwest quarter of said Section 14; thence angle left 63°39' Westerly a distance of 1012 feet, this being the true point of beginning of Right of Way and Easement centerline; thence angle right 82°43'30" Northerly a distance of 20 feet.

together with the right to enter upon said property for the purpose of making repairs and replacements to said lines.

And also hereby grant unto said grantee, the right to trim any trees which may interfere with the construction and operation of said electrical lines, also the right to permit the attachment of wires and fixtures of any other company to said poles ~~or towers~~ for telephone service.

It is understood that the City will reimburse the owner for any damages caused by an entry upon the above described property for the purpose of installing, repairing or maintaining said installations.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 21st day of November, A.D. 19 66

ATTEST:

_____ HELEN F. FINELLO, (SEAL)

BEN FINELLO JR, (SEAL)

TIRA L. FINELLO, (SEAL)

_____, (SEAL)

State of Colorado,)
County of El Paso,) ss.

The foregoing instrument was acknowledged before me this 21st day of November, 19 66, by

HELEN F. FINELLO, BEN FINELLO JR., AND VERA L. FINELLO

My commission expires November 20, 1967

PAUL T. SHOUDER
NOTARY PUBLIC

Witness my hand and notary seal.

PAUL T. SHOUDER NOTARY PUBLIC STATE OF COLORADO

01225455 1985 MAR 14 PM 12:55 BOOK 3983 PAGE 557
ARDIS W. CUMMITT
El Paso County Clerk & Recorder

Free

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, (hereinafter "Board") and DAVID R. SELLON & COMPANY, a Colorado corporation with its principal offices at 225 East Cheyenne Mountain Boulevard, Colorado Springs, Colorado 80906 (hereinafter "Sellon").

R E C I T A L S:

A. SELLON is in the process of developing a tract of land located within the City of Colorado Springs, El Paso County, Colorado.

B. In approving the development plan of SELLON, the CITY OF COLORADO SPRINGS has requested a construction of both an underground storm sewer and underground sanitary sewer across Bear Creek Park which property is owned by the COUNTY OF EL PASO.

C. The BOARD is agreeable to providing an easement for storm and sanitary sewer purposes under the terms and conditions as contained in this Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL CONSIDERATIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Based upon the conditions contained herein, the COUNTY shall grant a perpetual subsurface easement to the CITY OF COLORADO SPRINGS for storm and sanitary sewer purposes, which easement shall be in the form attached to this Agreement and incorporated herein by reference.

2. The agreement and obligations of the COUNTY to grant an easement to the CITY OF COLORADO SPRINGS is conditioned upon the following:

a. all storm drainage must be transported through underground piping of adequate size to minimize any potential repair and maintenance; and, in the eventuality that velocity dissapators and/or de-sanding structures would be required, the same would be located on the developed property and would not be located upon park property;

b. the location and alignment of the underground storm and sanitary sewers must be approved and be in accordance with EL PASO COUNTY PARK staff recommendations;

c. all construction work related to the construction of the storm and sanitary sewer must be commenced and completed within one year of the date of

approval for the easement; and, in the eventuality that construction is not completed in within one (1) year from the date of the grant of easement, then said easement shall revert to El Paso County;

d. although the City of Colorado Springs will have the responsibility of approving the design and specifications of the storm and sanitary sewer and will have the responsibility of maintenance for the same, nonetheless, the EL PASO COUNTY PARK DEPARTMENT shall have the right to review all drawings and specifications making comments thereon before commencement of construction and shall further indicate their approval by signing a standard form cover letter or cover sheet;

e. the staff of the COUNTY must approve and agree to any stream crossings made for utilities or vehicular maintenance purposes; and

f. the CITY OF COLORADO SPRINGS will contact and coordinate with the COUNTY PARK DEPARTMENT prior to any routine maintenance and repair and, in the case of emergency repairs, will contact the PARK DEPARTMENT immediately following such emergency repairs; the CITY OF COLORADO SPRINGS shall adequately revegetate and restore easement areas following any maintenance or repairs, to the satisfaction of the BOARD OF COUNTY COMMISSIONERS.

3. The obligations of SELLON pursuant to this Agreement are as follows:

a. insure that proper engineering is required so that an adequate pipe size would be utilized that would minimize any potential repair and maintenance due to sanding and siltation;

b. commence and complete all construction within one year from the grant of the easement;

c. post a letter of credit in favor of the COUNTY to insure the completion of construction and the proper and adequate revegetation and restoration of the easement areas with such restoration and revegetation and implementations to be as specified by the COUNTY PARKS DEPARTMENT. The letter of credit would be posted for two (2) years for the date of the grant of the easement. Revegetation shall include erosion devices and erosion matting to protect any disturbed areas;

d. to prepare the engineering criteria, plans, specifications for all easement work, including,

but not limited to piping, manholes, creek crossing, outfall protection and structures, fill and backfill, compaction, inlet structures, restoration and revegetation;

e. to see that the necessary funds are paid to the COUNTY OF EL PASO for the cost of such easement in the amount of TWELVE THOUSAND AND 00/100 DOLLARS ($ 12,000).

4. This Agreement shall be interpreted according to the laws of the State of Colorado and shall be binding upon successors and assigns.

DATED THE YEAR AND DATE first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman

DAVID R. SELLON & COMPANY

By: _____
David R. Sellon

Free

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the CITY OF COLORADO SPRINGS, a home-ruled city incorporated under the laws of the State of Colorado and located in El Paso County, Colorado, (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and DAVID R. SELLON & COMPANY, a Colorado corporation, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quit claim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

Easement No. 1. A temporary construction easement 35 feet in width for the purposes of construction of an underground sanitary and underground storm sewer system, which easement shall become a 30 foot wide permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary and underground storm sewer, which easement is more particularly described on the attached legal descriptions identified as Legal Description No. 1 and Legal Description No. 3 incorporated herein by reference as though fully set forth.

Easement No. 2. A temporary construction easement 20 feet in width for the purposes of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary sewer which temporary and permanent easements are more particularly described in the attached legal description identified as Legal Description No. 4 incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purposes of all initial construction and shall terminate at the end of the construction period. The permanent easements granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

Easements granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns, provided however, that said easements shall terminate at any time upon their permanent abandonment or if construction does not commence and be completed within one (1) year from the date of this grant.

CONDITIONS

These easements are conditioned upon the CITY OF COLORADO SPRINGS providing all maintenance and repair of the underground sewer and underground storm sewer, which maintenance and repair will consist of revegetation of the easement areas. Except for emergency repairs, the CITY shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the CITY shall restore and revegetate the easement areas in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and DAVID R. SELLON dated of even date.

GRANTEE RIGHTS

The Grantee shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be approved by the BOARD OF COUNTY COMMISSIONERS or other designated representative of the BOARD in order to remove said obstructions.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee; to control and to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 7th day of March, 1985, by Terry R. Harris, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: _____.

(SEAL)

NANCY H. BLACKNEY NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

3 14 85

REVISED: November 27, 1984

LEGAL DESCRIPTION NO. 1

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2647 at Page 214 and Book 2781 at Page 133 of the El Paso County Records and located in the Northeast One-Quarter of Section 22 and the Southeast One-Quarter of Section 15, all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Northeast corner of Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records; thence S 00°35'30" (all bearings are relative to said subdivision plat), along the East line of said subdivision, a distance of 128.58 feet to the point of beginning of the easement herein described; thence N 77°14'23" E, a distance of 233.70 feet; thence N 39°00'04" E, a distance of 73.05 feet; thence N 10°55'21" W, a distance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; thence N 86°44'23" E, a distance of 244.26 feet to a point on the West line of that tract of land as described in Book 2113 at Page 393 of said County Records; thence S 00°57'09" E along said West line, a distance of 30.02 feet; thence S 86°44'23" W, a distance of 233.88 feet; thence S 52°45'11" W, a distance of 177.55 feet; thence S 10°55'21" E, a distance of 121.28 feet; thence S 39°00'04" W, a distance of 97.41 feet; thence S 77°14'23" W, a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; thence N 00°35'30" E along said Easterly line, a distance of 30.83 feet to the point of beginning. Said thirty foot wide easement contains 0.61 acres, more or less.

3 14 85

BOOK 3983 PAGE 564

November 28, 1984

LEGAL DESCRIPTION NO. 3

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 281[illegible] at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Southwest corner of said Section 14, (also being the Southwest corner of that tract as described in Book 2113 at Page 393 of said County Records; thence N 00°57'09" W (all bearings used herein are relative to those in Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records), along the West line of said Section 14, a distance of 662.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; thence S 89°59'58" E along the North line of said tract, a distance of 664.7[illegible] feet to a boundary corner of said tract of land as described in Book 2781 at Page 133; thence S 00°14'00" E along the boundary of said tract, a distance of 179.80 feet to the point of beginning of the easement herein described; thence N 50°01'12" E, a distance of 187.15 feet; thence N 79°07'35" E, a distance of 306.63 feet; thence S 0°52'24" E, a distance of 30.00 feet; thence S 79°07'36" W, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to a point on the boundary line of said tract as described in Book 2781 at Page 133; thence N 00°14'00" W along said line, a distance of 39.02 feet to the point of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

3 14 85

November 30, 1984

BOOK 3983 PAGE 563

LEGAL DESCRIPTION NO. 4

20' WIDE SEWER EASEMENT ACROSS PARK PROPERTY:

A twenty (20.00) foot wide perpetual easement for the construction, maintenance and operation of sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2647 at Page 213 through 215 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also being the Southwest corner of that tract of land as described in Book 2113 at Page 393 of said County Records; thence along the West and North boundary of said tract the following two (2) courses: (1) thence N 00°57'09" along the West line of said Section 14, a distance of 662.73 feet; (2) thence S 89°59'58" E, a distance of 664.72 feet to a point on the Northerly boundary of that tract of land as described in Book 2781 at Page 133 of said County Records; thence continuing S 89°59'58" E along said Northerly boundary, a distance of 174.95 feet to the Northwest corner of that tract of land as described in Book 2815 at Page 737; thence S 00°01'11" W along the West line of said tract, a distance of 84.18 feet to a point on the Southerly line of a proposed thirty (30.00) foot wide drainage and sanitary sewer easement; thence N 79°07'36" E along said Southerly line, a distance of 115.09 feet to the point of beginning of the easement herein described; thence continuing N 79° 07'36" E along the last described course, a distance of 24.75 feet; thence S 46°58'15" E, a distance of 171.38 feet; thence S 77°53'27" E, a distance of 193.45 feet; thence S 68°41'03" E, a distance of 71.54 feet; thence N 73°54'57" E, a distance of 288.89 feet; thence S 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a distance of 283.66 feet to a point on the West line of that tract of land as described in Book 2524 at Page 150 of said County Records; thence S 00°34'19" W along said line, a distance of 24.37 feet; thence N 54° 35'26" W, a distance of 294.74 feet; thence N 70°46'07" W, a distance of 491.78 feet; thence S 73°54'57" W, a distance of 289.30 feet; thence N 68°41'03" W, a distance of 276.70 feet; thence N 77°53'27" W, a distance of 197.37 feet; thence N 46°58'15" W, a distance of 191.49 feet to the point of beginning. Said easement contains 0.79 acres, more or less.

01227723

1985 MAR 20 PM 1:20

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 5565 PAGE 521

18.00

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the CITY OF COLORADO SPRINGS, a home-ruled city incorporated under the laws of the State of Colorado and located in El Paso County, Colorado, (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and DAVID R. SELLON & COMPANY, a Colorado corporation, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quit claim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

Easement No. 1. A temporary construction easement 35 feet in width for the purposes of construction of an underground sanitary and underground storm sewer system, which easement shall become a 30 foot wide permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary and underground storm sewer, which easement is more particularly described on the attached legal descriptions identified as Legal Description No. 1 and Legal Description No. 3 incorporated herein by reference as though fully set forth.

Easement No. 2. A temporary construction easement 20 feet in width for the purposes of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary sewer which temporary and permanent easements are more particularly described in the attached legal description identified as Legal Description No. 4 incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purposes of all initial construction and shall terminate at the end of the construction period. The permanent easements granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

Easements granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns, provided however, that said easements shall terminate at any time upon their permanent abandonment or if construction does not commence and be completed within one (1) year from the date of this grant.

CONDITIONS

These easements are conditioned upon the CITY OF COLORADO SPRINGS providing all maintenance and repair of the underground sewer and underground storm sewer, which maintenance and repair will consist of revegetation of the easement areas. Except for emergency repairs, the CITY shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the CITY shall restore and revegetate the easement areas in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and DAVID R. SELLON dated of even date.

GRANTEE RIGHTS

The Grantee shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be approved by the BOARD OF COUNTY COMMISSIONERS or other designated representative of the BOARD in order to remove said obstructions.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee; to control and to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 7th day of March, 1985, by Terry R. Harris, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: Feb 28, 1988.

(SEAL)

Nancy H. Blackney
Notary Public

NANCY H. BLACKNEY NOTARY PUBLIC STATE OF COLORADO

Approved as to Form:
Asst City Attorney

REVISED: November 27, 1984

LEGAL DESCRIPTION NO. 1

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2647 at Page 214 and Book 2781 at Page 133 of the El Paso County Records and located in the Northeast One-Quarter of Section 22 and the Southeast One-Quarter of Section 15, all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

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November 28, 1984

LEGAL DESCRIPTION NO. 3

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Southwest corner of said Section 14, (also being the Southwest corner of that tract as described in Book 2113 at Page 393 of said County Records; thence N 00°57'09" W (all bearings used herein are relative to those in Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records), along the West line of said Section 14, a distance of 662.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; thence S 89°59'58" E along the North line of said tract, a distance of 664.72 feet to a boundary corner of said tract of land as described in Book 2781 at Page 133; thence S 00°14'00" E along the boundary of said tract, a distance of 179.80 feet to the point of beginning of the easement herein described; thence N 50°01'12" E, a distance of 187.15 feet; thence N 79°07'36" E, a distance of 306.63 feet; thence [illegible]°52'24" E, a distance of 30.00 feet; thence S 79°07'36" W, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to a point on the boundary line of said tract as described in Book 2781 at Page [illegible]3; thence N 00°14'00" W along said line, a distance of 39.02 feet to the point of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

LEGAL DESCRIPTION NO. 4

20' WIDE SEWER EASEMENT ACROSS PARK PROPERTY:

A twenty (20.00) foot wide perpetual easement for the construction, maintenance and operation of sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2647 at Page 213 through 215 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also being the Southwest corner of that tract of land as described in Book 2113 at Page 393 of said County Records; thence along the West and North boundary of said tract the following two (2) courses: (1) thence N 00°57'09" W along the West line of said Section 14, a distance of 662.73 feet; (2) thence S 89°59'58" E, a distance of 664.72 feet to a point on the Northerly boundary of that tract of land as described in Book 2781 at Page 133 of said County Records; thence continuing S 89°59'58" E along said Northerly boundary, a distance of 174.95 feet to the Northwest corner of that tract of land as described in Book 2815 at Page 737; thence S 00°01'11" W along the West line of said tract, a distance of 84.18 feet to a point on the Southerly line of a proposed thirty (30.00) foot wide drainage and sanitary sewer easement; thence N 79°07'36" E along said Southerly line, a distance of 115.09 feet to the point of beginning of the easement herein described; thence continuing N 79° 07'36" E along the last described course, a distance of 24.75 feet; thence S 46°5[illegible]'15" E, a distance of 171.38 feet; thence S 77°53'27" E, a distance of 193.45 feet; thence S 68°41'03" E, a distance of 271.54 feet; thence N 73°54'57" E, a distance of 288.89 feet; thence S 70° 46'07" E, a distance of 500.99 feet; thence S 54°[illegible]'26" E, a distance of 283.66 feet to a point on the West line of that tract of land as described in Book 2524 at Page 150 of said County Records; thence S 00°34'19" W along said line, a distance of [illegible] 7 feet; thence N 54° 35'26" W, a distance of 294.74 feet; thence N 70°46'07" W, a distance of 491.78 feet; thence S 73°54'57" W, a distance of 289.30 feet; thence N 68°41'03" W, a distance of 276.70 feet; thence N 77°53'27" W, a distance of 197.37 feet; thence N 46°58'15" W, a distance of 191.49 feet to the point of beginning. Said easement contains 0.79 acres, more or less.

NOTICE OF PRIVATE WATER SYSTEM

This Notice of Private Water System, dated **JUNE 28**, 2002, is executed by **BEN PINELLO** as present owner(s) of *AN UNPLATTED* Lot(s), **ADDRESS: 2525 LOWER GOLD CAMP ROAD**, in the City of Colorado Springs, El Paso County, Colorado, as reflected in the *ATTACHED LEGAL DESCRIPTION* (the "Property").

All parties who now have, or may hereafter acquire, any interest in the Property, or any portion thereof, are hereby notified that the entire Water System within the boundaries of the Property is privately owned by the owner(s) of the Property, or any portion thereof, and such system shall continue to be so owned upon the sale or other transfer of all or any portion of the Property.

The Water System, for purposes of this notice shall include, but is not limited to, all water pipe(s), valve(s), manhole(s), fire hydrant(s), conduit(s), and any other items which are necessary, including all appurtenances (the "Improvements") in order to enable water to be transferred from Colorado Springs Utilities' (an enterprise of the City of Colorado Springs, a home rule city and municipal corporation) water mains on the Property or any portion thereof, located on the Property, within rights-of-way, easements or roadways held by Colorado Springs Utilities, the City of Colorado Springs, or others.

Nothing contained herein shall, however require the owner(s) of the Property to be responsible for nay public water mains, public pipelines or other public items which are necessary to service properties other than, or in addition to, the Property.

Due to the private nature of the Water System, owner(s) of the Property shall collectively be responsible for all matters regarding the Water System, including, but not limited to, all repairs and maintenance.

Until such other agreement is reached by the owner(s) of the Property and properly recorded with the El Paso County Clerk and Recorder, all matters regarding the Water System, including, but not limited to, all repairs and maintenance related to the Water System shall be borne and equitably shared by the owner(s) of the Property, or any portion thereof.

This Notice shall be deemed to run with the land and touch and concern the land.

Executed as of the date first written above.

J. Patrick Kelly El Paso Cty,CO
07/02/2002 03:08 202107767
Doc $0.00 Page
Rec $10.00 1 of 2

Signed, Ben Pinello

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

The foregoing instrument was acknowledged before me this **28th** day of **June**, 2002 by **Ben Pinello**. Witness my hand and my seal.

My Commission Expires: October 28, 2005

OLIVER E WATTS NOTARY PUBLIC STATE OF COLORADO

Oliver E. Watts, Notary Public

OLIVER E. WATTS PE-LS
CONSULTING ENGINEER, INC.
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
olliewatts@aol.com

June 28, 2002

J. Patrick Kelly El Paso Cty,CO 202107767
07/02/2002 03:08
Doc $0.00 Page
Rec $10.00 2 of 2

Ben Pinello
2710 Orion Drive
Colorado Springs, CO 80904

JOB NO.: 02-3268

SUBJECT: Legal Description, 2525 Lower Gold Camp Road

That portion of the Southwest ¼ of the Southwest ¼ of Section 14, Township 14 South, Range 67 West of the 6th P.M.

BOCC

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

This Non-Exclusive Permanent Easement Agreement ("Agreement") is made and entered into this 7th day of August, 2008, by and between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado ("Grantor"), whose address is 27 East Vermijo, Colorado Springs, Colorado, 80903 and the City of Colorado Springs by Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, Colorado 80903. Both Grantor and Grantee may hereinafter be collectively referred to as the "Parties."

Recitals

WHEREAS, Grantee has determined that its facilities described in Paragraph 2 should, for engineering and maximum efficiency purposes, be constructed along a certain utilities corridor; and

WHEREAS, Grantor owns real property (the "Property"), described in **Exhibit "A,"** attached hereto and incorporated herein by reference, through which Grantee's facilities described in Paragraph 2 below, as approved by Grantee, will pass.

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

Agreement

1. Contingency. The grant of easement and the rights and obligations of the Parties contained herein are contingent upon Grantor receiving a dedication of park land from Bergamo LLC no later than November 1, 2008. If such dedication is not received by Grantor, this Agreement shall be void and of no force and effect.

2. Conveyance of Permanent Easement. Grantor hereby grants and conveys to the Grantee a perpetual non-exclusive easement (the "Permanent Easement") to enter, occupy and use the property described in **Exhibit "B,"** attached hereto and incorporated herein by this reference, to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge or remove one or more pipelines, conduits, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, or any other utility structures related to the sanitary sewer pipes being installed, and all necessary underground or aboveground cables, wires and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections and surface appurtenances related to the sanitary sewer pipes being installed, (the "Improvements") in, through, over and across the Permanent Easement.

3. Easement Map. **Exhibit "C"**, attached hereto and incorporated herein by this reference, is a graphic representation of the Permanent Easement. In the event the legal description set forth in Exhibit B is inconsistent with the graphic representation in Exhibit C, the legal description in Exhibit B shall control.

4. Ingress and Egress. Grantee may access the Permanent Easement from any property owned by Grantor only through the use of existing or future access easements from or access agreements with Grantor. Such access may be utilized to perform inspection, construction, reconstruction, operation, use, maintenance, repair, replacement or removal of the Improvements.

5. Additional Construction. Grantee shall have the right to lay, construct, maintain, operate, alter, repair, patrol, remove, change the size of or replace, at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Permanent Easement. Such right shall not be lost by mere passage of time, and Grantor shall not stop, hinder or impede construction of such additional improvements or limit the same.

6. Grantor's Rights Unaffected. Except as provided in Paragraph 7 hereof, 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 its construction, operation or maintenance of the Improvements.

7. Surface Installations in Permanent Easement. Grantor shall notify Grantee in writing of any structure or building that Grantor desires to construct or place on any part of the Permanent Easement. Such notice shall include all engineering and construction plans and any other information necessary for Grantee to evaluate the impact of such

structure or building on the Improvements. Grantor shall work with Grantee to ensure that any such structure or building does not negatively impact Improvements. No structure or building may be erected on any part of the Permanent Easement without the mutual agreement of the parties. Any structure or building constructed or placed on, in, above, or under the Permanent Easement without the mutual consent of the parties as detailed above, may be removed by Grantee without liability for damages arising therefrom and Grantor shall reimburse Grantee for all expenses associated with removing such violating structure or building. As used in this provision, "structure(s)" and "building(s)" include, but are not limited to the following: dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, playhouses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, dog runs, basketball/sports courts, retaining walls, posts, or poles.

The Grantor shall not undertake to construct or place improvements within the Permanent Easement that necessitate the relocation, reconstruction, removal, or abandonment of any of the Improvements that are located within the Permanent Easement.

Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing public improvements including but not limited to pavement, curbs, gutters, sidewalks, paved parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again such as stone, brick, or other masonry type fences or walls), structures or buildings that do not interfere with Grantee's use of the Permanent Easement, trails with use limited to walking, bicycling, and horse-back riding, low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee and Grantor (the "Grantor's Improvements"); provided, however, that the exercise of such rights, in the mutual agreement of the parties, does not injure or interfere with, now or in the future, any of the rights provided to Grantee under this Agreement, including, but not limited to, Grantee's rights of maintenance and reasonable access.

The foregoing notwithstanding, in no event shall Grantor:

(1) Construct or place, longitudinally along or otherwise within the Permanent Easement, any tree, underground pipeline, cable, wire, conduit or other utility without the prior written consent of Grantee, which shall not be unreasonably withheld or delayed; or

(2) Change, by excavation or filling, the present grade or ground level of the Permanent Easement by more than one foot without the prior written consent of Grantee.

Grantor shall control and, to the extent reasonably necessary, prevent the construction or alteration within the Permanent Easement of landfills, land excavations, water impoundments, and other land uses which might endanger or interfere with any Improvements, including Grantee's rights of maintenance and reasonable access.

8. **Surface Restoration to Land.** Grantee shall replace, repair or reimburse Grantor for the reasonable cost of replacement or repair for any physical damage done by or resulting from actions or operations of Grantee to the Property or any of Grantor's Improvements thereon, whether within or outside the Permanent Easement. Grantee, in constructing, using, patrolling, maintaining, repairing or altering the Improvements, 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. Notwithstanding the foregoing, Grantee shall not be liable for damage to structures; buildings, or any other articles whatsoever, constructed or installed on the Permanent Easement in violation of the terms of this Agreement, including, but not limited to, any tree(s) which interfere with the Improvements or the rights granted herein.)

9. **Maintenance of Permanent Easement.** Grantee shall have the right from time to time to cut, trim, control, and remove trees, brush and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement or with the operation, maintenance, repair and patrolling of the Improvements without liability for damages arising therefrom.

10. **Subjacent and Lateral Support.** Grantor shall not impair the lateral or subjacent support for the Improvements. Grantee shall not impair the lateral or subjacent support for the Property either within or outside the Permanent Easement, or any of Grantor's Improvements thereon.

11. **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 and assigns of the Parties.

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

12. Nature of Easement and Additional Uses. This Permanent Easement shall be permanent and run with the land. It shall also be deemed to touch and concern the land. Exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sound discretion of Grantee. Grantee agrees to permit and authorize such other uses of the Permanent Easement, not reserved in Grantor, as will not impair Grantee's rights upon such reasonable terms, limitations, and conditions as Grantee shall find reasonably necessary to protect the right of occupancy of the Permanent Easement for Grantee's purposes without undue or unnecessary injury to or impairment of the estate retained by Grantor.

13. No Third Party Beneficiaries. Except as expressly provided otherwise, this Agreement 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 or action or other right.

14. Mechanics' and Materialmen's Liens. In no event shall Grantee allow any mechanics' or materialmen's liens to attach against the Property for materials supplied or work performed at the request of, or for the benefit of, Grantee, and Grantee, to the extent expressly authorized by law, shall indemnify and hold Grantor harmless from any cost or expense, incurred by Grantor to release any such mechanic's or materialmen's liens against the Property.

15. Grantor Authority: "AS IS condition; and Grantee's Responsibility to Obtain Other Approvals. The Grantor covenants that it has the authority to grant the easement to and use of the Property as set forth herein to the extent it is owned by the Grantor. Grantee agrees and understands that it commences its use of the Property "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of the Grantor's title to the Property. Grantee acknowledges that the Property is a public facility and that the Grantor cannot completely control or be responsible for the acts of the public (excluding Grantor's employees, agents, and representatives) within the Property. Grantor agrees and understands that it is Grantee's responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: private property owners; the U.S. Army Corps of Engineers regarding wetlands impacts; the U.S. Fish and Wildlife Service regarding impacts to listed species including, but not limited to, Preble's Meadow Jumping Mouse; and the Regional Floodplain Administrator regarding floodplain issues.

16. 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.

17. 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.

18. Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing and signed by Grantee and Grantor.

19. Notice. All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Grantee:

Colorado Springs Utilities
Utilities Development Services
P.O. Box 1103, Mail Code 1015
Colorado Springs, Colorado 80947-1015
Phone: (719) 668-8264

If to Grantor: Board of County Commissioners of El Paso County, Colorado
Attn: Tim Wolken, Director
El Paso County Parks and Leisure Services Department
2002 Creek Crossing
Colorado Springs, CO 80906
Phone: (719) 520-6375
(or to the current owner of the Property)

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

20. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of litigation, this Agreement shall be enforceable by either Colorado Springs Utilities or the City of Colorado Springs as provided in Colorado Springs City Code 12-1-108. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

-SIGNATURES ON FOLLOWING PAGES-

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

GRANTOR:
(SEAL)

El Paso County

By: _____
Dennis Hisey, Chair
El Paso County Board of County Commissioners

Attest

By: _____
County Clerk & Recorder

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 7th day of August 2008 by Dennis Hisey as Chair, Board of County Commissioners of El Paso County, Colorado and as attested to by Robert C. Balink, County Clerk & Recorder.

Witness my hand and official seal.

My Commission Expires: 8-8-2010

_____ (SEAL)
Notary Public

APPROVED AS TO FORM:

_____
County Attorney's Office

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

GRANTEE: CITY OF COLORADO SPRINGS by Colorado Springs Utilities, an enterprise of the CITY OF COLORADO SPRINGS

By: [signature]
Name: Matthew L. Williams
Title: Project Engineer

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 26th day of June 2008, by Matthew L Williams as Project Engineer, CITY OF COLORADO SPRINGS by Colorado Springs Utilities, an enterprise of the CITY OF COLORADO SPRINGS.

Witness my hand and official seal.

My Commission Expires: 8-5-08

[signature] (SEAL)
Notary Public

APPROVED AS TO FORM:

[signature]
City of Colorado Springs
City Attorney Office – Utilities Division

Exhibit A

January 17, 2008

Legal Description:

The South 666.88 feet of the Southwest Quarter of the Southwest Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., City of Colorado Springs, El Paso County, Colorado.

COLORADO REGISTERED
MARK S. JOHANNES
32439
2/07/08
PROFESSIONAL LAND SURVEYOR

Prepared by:

Mark Johannes, PLS
For and on behalf of Clark Land Surveying, Inc.
119 North Wahsatch Avenue
Colorado Springs, CO 80903

Exhibit B

August 28, 2007
Revised: February 6, 2008

Legal Description: 30 foot Sanitary Sewer Easement

That portion of the South 666.88 feet of the Southwest Quarter of the Southwest Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., City of Colorado Springs, El Paso County, Colorado described as follows:

Commencing at the southwest corner of the parcel described at Reception Number 206037104; thence S 89°36'59"E, along the north line of said 666.88 feet, a distance of 245.83 feet to the Point of Beginning;

1) thence S 89°36'59"E, continuing along said north line, 34.65 feet;
2) thence S 29°37'48"E, 55.64 feet;
3) thence S 60°22'12"W, 30.00 feet;
4) thence N 29°37'48"W, 72.97 feet to the Point of Beginning.

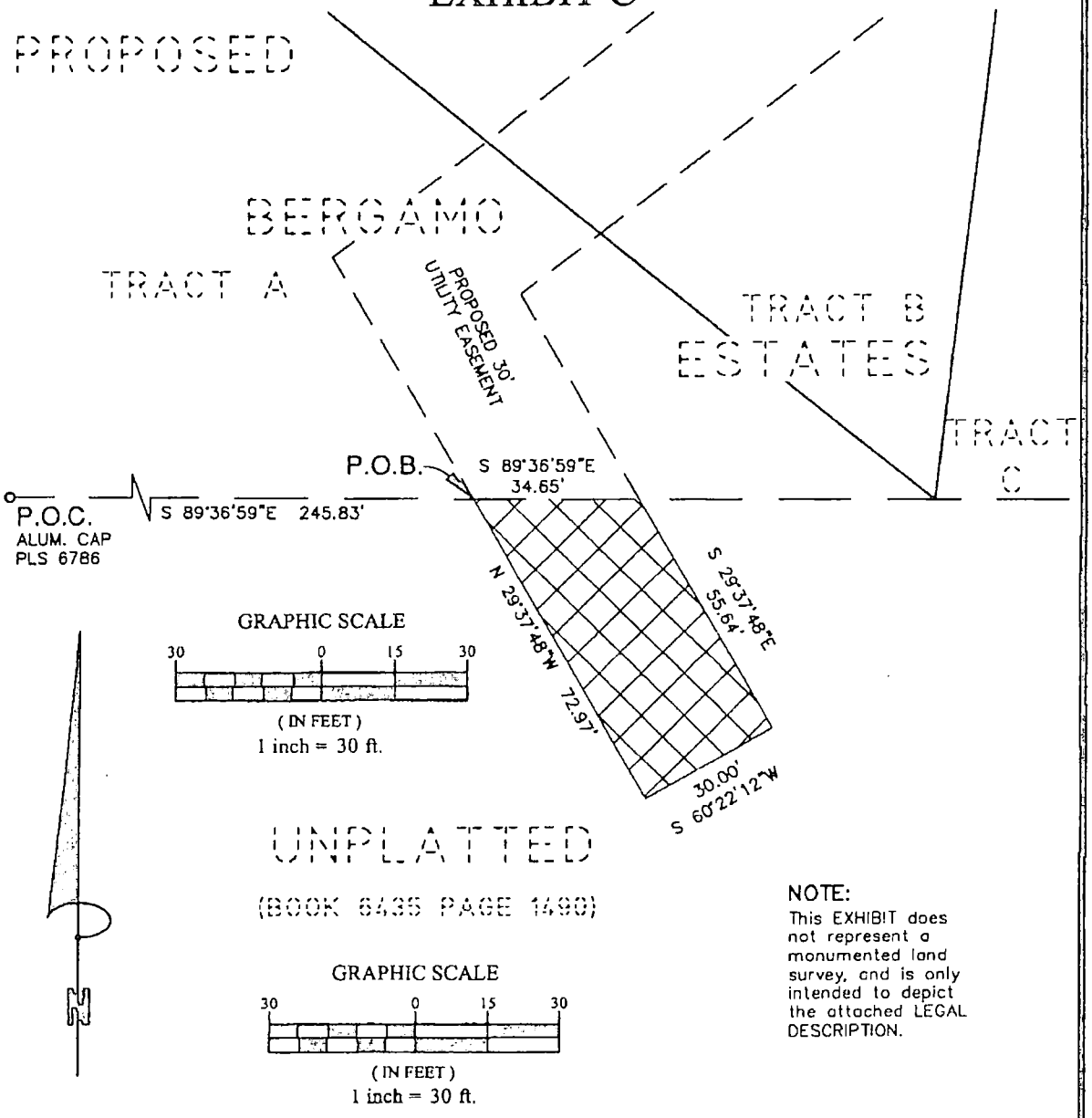
Containing a calculated area of 1,929 square feet, more or less.

COLORADO REGISTERED
MARK S. JOHANNES
32439
2/07/08
PROFESSIONAL LAND SURVEYOR

Prepared by:

Mark Johannes, PLS
For and on behalf of Clark Land Surveying, Inc.
119 North Wahsatch Avenue
Colorado Springs, CO 80903

LEGAL DESCRIPTION EXHIBIT
EXHIBIT C



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

SHEET 2 OF 2

Clark Land Surveying, Inc.
Boundary• GPS •Mapping
119 North Wahsatch Ave.
Colorado Springs, CO 80903
719.633.8533 FAX 719.633.8822

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	CHANGE TO ESMT. LOCATION	08.28.2007	JLP
2	CSU comments.	2/06/2007	MSJ

DRAWN BY: MSJ	DATE: 08/21/07
CHECKED BY:	REF. NO.: San. Esmt.

PROJECT NUMBER
7128

BOCC

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

This Non-Exclusive Permanent Easement Agreement ("Agreement") is made and entered into this 21st day of April, 2009, by and between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado ("Grantor"), whose address is 27 East Vermijo, Colorado Springs, Colorado, 80903 and the City of Colorado Springs by Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, Colorado 80903. Both Grantor and Grantee may hereinafter be collectively referred to as the "Parties."

Recitals

WHEREAS, Grantee has determined that its facilities described in Paragraph 2 should, for engineering and maximum efficiency purposes, be constructed along a certain utilities corridor; and

WHEREAS, Grantor owns real property (the "Property"), described in **Exhibit "A,"** attached hereto and incorporated herein by reference, through which Grantee's facilities described in Paragraph 2 below, as approved by Grantee, will pass.

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

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants and conveys to the Grantee a perpetual non-exclusive easement (the "Permanent Easement") to enter, occupy and use the property described in **Exhibit "B,"** attached hereto and incorporated herein by this reference, to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge or remove one or more pipelines, conduits, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, or any other utility structures related to the sanitary sewer pipes being installed, and all necessary underground or aboveground cables, wires and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections and surface appurtenances related to the sanitary sewer pipes being installed, (the "Improvements") in, through, over and across the Permanent Easement.

2. **Easement Map.** Exhibit "C", attached hereto and incorporated herein by this reference, is a graphic representation of the Permanent Easement. In the event the legal description set forth in Exhibit B is inconsistent with the graphic representation in Exhibit C, the legal description in Exhibit B shall control.

3. **Ingress and Egress.** Grantee may access the Permanent Easement from any property owned by Grantor only through the use of existing or future access easements from or access agreements with Grantor. Such access may be utilized to perform inspection, construction, reconstruction, operation, use, maintenance, repair, replacement or removal of the Improvements.

4. **Additional Construction.** Grantee shall have the right to lay, construct, maintain, operate, alter, repair, patrol, remove, change the size of or replace, at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Permanent Easement. Such right shall not be lost by mere passage of time, and Grantor shall not stop, hinder or impede construction of such additional improvements or limit the same.

5. **Grantor's Rights Unaffected.** Except as provided in Paragraph hereof, 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 its construction, operation or maintenance of the Improvements.

6. **Surface Installations in Permanent Easement.** Grantor shall notify Grantee in writing of any structure or building that Grantor desires to construct or place on any part of the Permanent Easement. Such notice shall include all engineering and construction plans and any other information necessary for Grantee to evaluate the impact of such structure or building on the Improvements. Grantor shall work with Grantee to ensure that any such structure or building does not negatively impact Improvements. No structure or building may be erected on any part of the Permanent Easement without the mutual agreement of the parties. Any structure or building constructed or placed on, in, above, or under the Permanent Easement without the mutual consent of the parties as detailed above, may be removed by Grantee

without liability for damages arising therefrom and Grantor shall reimburse Grantee for all expenses associated with removing such violating structure or building. As used in this provision, "structure(s)" and "building(s)" include, but are not limited to the following: dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, playhouses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, dog runs, basketball/sports courts, retaining walls, posts, or poles.

The Grantor shall not undertake to construct or place improvements within the Permanent Easement that necessitate the relocation, reconstruction, removal, or abandonment of any of the Improvements that are located within the Permanent Easement. The Parties agree that such prohibition does not include Grantor's improvements identified in this agreement.
Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing public improvements including but not limited to pavement, curbs, gutters, sidewalks, paved parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again such as stone, brick, or other masonry type fences or walls), structures or buildings that do not interfere with Grantee's use of the Permanent Easement, trails with use limited to walking, bicycling, and horse-back riding, low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee and Grantor (the "Grantor's Improvements"); provided, however, that the exercise of such rights, in the mutual agreement of the parties, does not injure or interfere with, now or in the future, any of the rights provided to Grantee under this Agreement, including, but not limited to, Grantee's rights of maintenance and reasonable access.

The foregoing notwithstanding, in no event shall Grantor:

(1) Construct or place, longitudinally along or otherwise within the Permanent Easement, any tree, underground pipeline, cable, wire, conduit or other utility without the prior written consent of Grantee, which shall not be unreasonably withheld or delayed; or

(2) Change, by excavation or filling, the present grade or ground level of the Permanent Easement by more than one foot without the prior written consent of Grantee.

Grantor shall control and, to the extent reasonably necessary, prevent the construction or alteration within the Permanent Easement of landfills, land excavations, water impoundments, and other land uses which might endanger or interfere with any Improvements, including Grantee's rights of maintenance and reasonable access.

7. Surface Restoration to Land. Grantee shall replace, repair or reimburse Grantor for the reasonable cost of replacement or repair for any physical damage done by or resulting from actions or operations of Grantee to the Property or any of Grantor's Improvements thereon, whether within or outside the Permanent Easement. Grantee, in constructing, using, patrolling, maintaining, repairing or altering the Improvements, 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. Notwithstanding the foregoing, Grantee shall not be liable for damage to structures; buildings, or any other articles whatsoever, constructed or installed on the Permanent Easement in violation of the terms of this Agreement, including, but not limited to, any tree(s) which interfere with the Improvements or the rights granted herein.)

8. Maintenance of Permanent Easement. Grantee shall have the right from time to time to cut, trim, control, and remove trees, brush and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement or with the operation, maintenance, repair and patrolling of the Improvements without liability for damages arising therefrom.

9. Subjacent and Lateral Support. Grantor shall not impair the lateral or subjacent support for the Improvements. Grantee shall not impair the lateral or subjacent support for the Property either within or outside the Permanent Easement, or any of Grantor's Improvements thereon.

10. 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 and assigns of the Parties.

11. Nature of Easement and Additional Uses. This Permanent Easement shall be permanent and run with the land. It shall also be deemed to touch and concern the land. Exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sound discretion of Grantee. Grantee agrees to permit and authorize such other uses of the Permanent Easement, not reserved in Grantor, as will not impair Grantee's rights upon such reasonable terms,

limitations, and conditions as Grantee shall find reasonably necessary to protect the right of occupancy of the Permanent Easement for Grantee's purposes without undue or unnecessary injury to or impairment of the estate retained by Grantor.

12. **No Third Party Beneficiaries.** Except as expressly provided otherwise, this Agreement 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 or action or other right.

13. **Mechanics' and Materialmen's Liens.** In no event shall Grantee allow any mechanics' or materialmen's liens to attach against the Property for materials supplied or work performed at the request of, or for the benefit of, Grantee, and Grantee, to the extent expressly authorized by law, shall indemnify and hold Grantor harmless from any cost or expense, incurred by Grantor to release any such mechanic's or materialmen's liens against the Property.

14. **Grantor Authority; "AS IS condition; and Grantee's Responsibility to Obtain Other Approvals.** The Grantor covenants that it has the authority to grant the easement to and use of the Property as set forth herein to the extent it is owned by the Grantor. Grantee agrees and understands that it commences its use of the Property "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of the Grantor's title to the Property. Grantee acknowledges that the Property is a public facility and that the Grantor cannot completely control or be responsible for the acts of the public (excluding Grantor's employees, agents, and representatives) within the Property. Grantor agrees and understands that it is Grantee's responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: private property owners; the U.S. Army Corps of Engineers regarding wetlands impacts; the U.S. Fish and Wildlife Service regarding impacts to listed species including, but not limited to, Preble's Meadow Jumping Mouse; and the Regional Floodplain Administrator regarding floodplain issues.

15. **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.

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

18. **Notice.** All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Grantee:

Colorado Springs Utilities
Utilities Development Services
P.O. Box 1103, Mail Code 1015
Colorado Springs, Colorado 80947-1015
Phone: (719) 668-8264

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

If to Grantor:	Board of County Commissioners of El Paso County, Colorado Attn: Tim Wolken, Director El Paso County Public Services Department 2002 Creek Crossing Colorado Springs, CO 80906 Phone: (719) 520-6375 (or to the current owner of the Property)

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

19. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of litigation, this Agreement shall be enforceable by either Colorado Springs Utilities or the City of Colorado Springs as provided in Colorado Springs City Code 12-1-108. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

-SIGNATURES ON FOLLOWING PAGES-

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

GRANTOR:
(SEAL)

El Paso County

By: _____
Jim Bensberg, Chairman
El Paso County Board of County Commissioners

Attest

By: _____
County Clerk & Recorder

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 21ST day of APRIL 2009, by JIM BENSBERG as Chairman of the Board of County Commissioners of El Paso County, Colorado and as attested to by ROBERT C. BALINK, County Clerk & Recorder.

Witness my hand and official seal.

My Commission Expires: 10/6/12

_____
Notary Public

NORMA J DEHERRERA
NOTARY PUBLIC
STATE OF COLORADO

APPROVED AS TO FORM:

_____
County Attorney's Office

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

GRANTEE: CITY OF COLORADO SPRINGS by Colorado Springs Utilities, an enterprise of the CITY OF COLORADO SPRINGS

By: A. M. Werner

Name: ANN M. WERNER

Title: ENGINEERING SUPPORT COORDINATOR

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 12th day of January 2009, by Ann Werner as Engineering Support Coordinator CITY OF COLORADO SPRINGS by Colorado Springs Utilities, an enterprise of the CITY OF COLORADO SPRINGS.

Witness my hand and official seal.

My Commission Expires: 8-5-12

Bradly Gene Stotts (SEAL)
Notary Public

APPROVED AS TO FORM:

City of Colorado Springs
City Attorney Office – Utilities Division

Date: 1/9/09

Exhibit A

January 17, 2008

Legal Description:

The South 666.88 feet of the Southwest Quarter of the Southwest Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., City of Colorado Springs, El Paso County, Colorado.

COLORADO REGISTERED
MARK S. JOHANNES
32439
2/07/08
PROFESSIONAL LAND SURVEYOR

Prepared by:

Mark Johannes, PLS
For and on behalf of Clark Land Surveying, Inc.
119 North Wahsatch Avenue
Colorado Springs, CO 80903

Exhibit B

August 28, 2007
Revised: February 6, 2008
Revised: January 14, 2009

Legal Description: 30 foot Sanitary Sewer Easement

That portion of the South 666.88 feet of the Southwest Quarter of the Southwest Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., City of Colorado Springs, El Paso County, Colorado described as follows:

Commencing at the southwest corner of the parcel described at Reception Number 206037104; thence S 89°36'59"E, along the north line of said 666.88 feet, a distance of 245.50 feet to the Point of Beginning;

1) thence S 89°36'59"E, continuing along said north line, 34.98 feet;
2) thence S 29°37'48"E, 55.64 feet;
3) thence S 60°22'12"W, 30.00 feet;
4) thence N 29°51'24"W, 73.14 feet to the Point of Beginning.

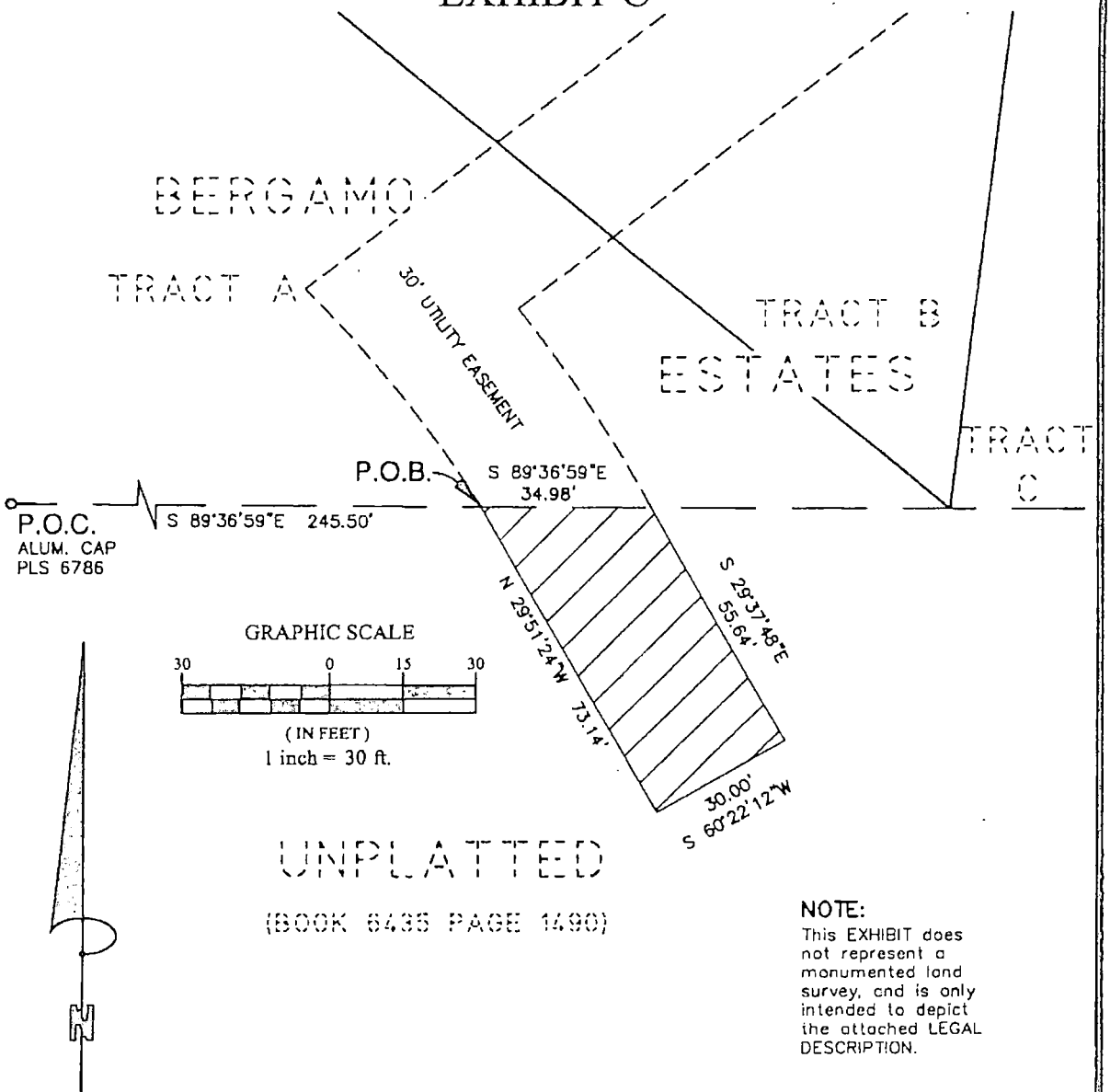
Containing a calculated area of 1,929 square feet, more or less.

COLORADO REGISTERED
MARK S. JOHANNES
32439
1/14/2009
PROFESSIONAL LAND SURVEYOR

Prepared by:

Mark Johannes, PLS
For and on behalf of Clark Land Surveying, Inc.
119 North Wahsatch Avenue
Colorado Springs, CO 80903

LEGAL DESCRIPTION EXHIBIT
EXHIBIT C



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

SHEET 2 OF 2

Clark Land Surveying, Inc.
Boundary• GPS •Mapping
119 North Wahsatch Ave.
Colorado Springs, CO 80903
719.633.8533 FAX 719.633.8822

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	CHANGE TO ESMT. LOCATION	08.28.2007	JLP
2	CSU comments.	2/06/2007	MSJ
3	Changes reflected on the final plat	1/14/2007	JLP

DRAWN BY: MSJ	DATE: 08/21/07
CHECKED BY:	REF. NO.: San. Esmt.

PROJECT NUMBER
7128

EXHIBIT F

PORTION OF SEC. 24, TS 14, R 67
COLORADO SPRINGS, CO 80906

EXHIBIT F

A tract of land situate in the northeast quarter of section 23, and the west one-half of section 24, township 14 south, range 67 west of the 6th p.m., El Paso County, Colorado, to wit:

LEGAL DESCRIPTION (EXHIBIT F)

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE NORTH 1 DEGREE 40 MINUTES 57 SECONDS EAST, 1356.23 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 57 SECONDS WEST, 325.40 FEET; THENCE NORTH 1 DEGREE 40 MINUTES 57 SECONDS EAST, 1024.90 FEET; THENCE NORTH 87 DEGREES 06 MINUTES 57 SECONDS EAST, 325.40 FEET; THENCE NORTH 1 DEGREE 40 MINUTES 57 SECONDS EAST, 20.00 FEET; THENCE NORTH 87 DEGREES 02 MINUTES 21 SECONDS EAST, 498.04 FEET; THENCE ON A CURVE TO THE RIGHT WHICH CURVE HAS A CENTRAL ANGLE OF 47 DEGREES 31 MINUTES 20 SECONDS, A RADIUS OF 542.96 FEET, AN ARC DISTANCE OF 450.34 FEET; THENCE SOUTH 45 DEGREES 26 MINUTES 19 SECONDS EAST, 399.87 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 42 DEGREES, A RADIUS OF 507.47 FEET, AN ARC DISTANCE OF 371.99 FEET; THENCE SOUTH 87 DEGREES 26 MINUTES 19 SECONDS EAST, 400.00 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 48 DEGREES, A RADIUS OF 502.47 FEET, AN ARC DISTANCE OF 425.13 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 41 SECONDS EAST, 77.45 FEET; THENCE SOUTH 1 DEGREE 37 MINUTES 48 SECONDS WEST, 119.40 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 12 SECONDS EAST, 341.11 FEET; THENCE ON A CURVE TO THE RIGHT WHICH CURVE HAS A CENTRAL ANGLE OF 17 DEGREES 32 MINUTES 35 SECONDS, A RADIUS OF 1860.00 FEET, AN ARC DISTANCE OF 569.41 FEET; THENCE SOUTH 32 DEGREES 42 MINUTES 18 SECONDS WEST, 247.60 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 36 DEGREES 39 MINUTES 54 SECONDS, A RADIUS OF 1455.00 FEET, AN ARC DISTANCE OF 931.09 FEET; THENCE NORTH 88DEGREES 09 MINUTES 45 SECONDS WEST, 200.00 FEET; THENCE SOUTH 1 DEGREE 50 MINUTES 15 SECONDS WEST, 360.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 45 SECONDS WEST, 440.00 FEET; THENCE SOUTH 1 DEGREE 50 MINUTES 11 SECONDS WEST, 450.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 45 SECONDS WEST, 864.23 FEET; THENCE SOUTH 1 DEGREE 35 MINUTES 40 SECONDS WEST, 359.01 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 05 SECONDS WEST, 663.83 FEET; THENCE NORTH 1 DEGREE 37 MINUTES 48 SECONDS EAST, 809.66 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THOSE PORTIONS CONVEYED BY WARRANTY DEED RECORDED FEBRUARY 1, 2001 AT RECEPTION NO. 201011977 AND THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED JANUARY 11, 2005 AT RECEPTION NO. 205005121.

B-2 EXCEPTIONS (EXHIBIT F)

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**

2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**

4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**

6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**

7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.**

8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MARCH 12 1874 IN BOOK K AT PAGE 111 AND RECORDED DECEMBER 30, 1872 IN BOOK E AT PAGE 194 AND RECORDED DECEMBER 30, 1872 IN BOOK E AT PAGE 196.

9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION ORDINANCE TO THE CITY OF COLORADO SPRINGS RECORDED APRIL 20, 1959 IN BOOK 1738 AT PAGE 508. AMENDMENT IN CONJUNCTION THEREWITH RECORDED OCTOBER 14, 1959 IN BOOK 1770 AT PAGE 478.

10. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED APRIL 09, 1971, IN

BOOK 2401 AT PAGE 515. QUITCLAIM DEED IN CONJUNCTION THEREWITH RECORDED AUGUST 25, 1971 IN BOOK 2431 AT PAGE 309.

11. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 02, 1971, IN BOOK 2433 AT PAGE 390.

12. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 05, 1973, IN BOOK 2619 AT PAGE 404.

13. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED APRIL 12, 1974, IN BOOK 2669 AT PAGE 3.

14. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MAY 30, 1975, IN BOOK 2753 AT PAGE 958.

15. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION ORDINANCE TO THE CITY OF COLORADO SPRINGS RECORDED MAY 02, 1960 IN BOOK 1807 AT PAGE 459.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT TO TRANSFER AND ACCEPT REAL ESTATE RECORDED APRIL 09, 1999 UNDER RECEPTION NO. 99054517.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIKES PEAK OR BUST RODEO FOUNDATION RECORDED JANUARY 11, 2005 UNDER RECEPTION NO. 205005120.

18. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAR CREEK AS THE SAME MAY COURSE THROUGH THE SUBJECT PREMISES AS EVIDENCED BY EL PASO COUNTY ASSESSOR'S MAP.

19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE CONSERVATION EASEMENT FROM THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO TO THE PALMER LAND TRUST RECORDED Dec 22, 2014 AT RECEPTION NO. 214117452

[illegible] in presence of [illegible]
[illegible]
[illegible] [illegible] Seal
[illegible] Seal

[illegible]

[illegible] 1875.
[illegible]

[illegible]

[illegible] to [illegible] Patent	[illegible] The United States of America To all to whom these presents shall come, Greeting:

[illegible] 12th 1874 [illegible]

[illegible] United States of America [illegible]

[illegible]

By the President: U. S. Grant
By [illegible], Secy.
[illegible] Recorder of the General Land Office

United States to [illegible] A. [illegible] Patent	The United States of America [illegible] to all to whom these presents shall come, Greeting: [illegible] the said Office [illegible] [illegible] it appears that [illegible] by the said [illegible] A. [illegible]

[illegible] 13th 1874
[illegible]

[illegible] according [illegible]

[illegible]

[illegible] the President [illegible] U. S. Grant

[illegible]

Recorded Vol. 3 Page 130 [illegible] Land Office

[illegible]

[illegible] 1874 [illegible]

[illegible]

[illegible] Trustees

Subscribed and sworn to before me [illegible] this 15th day of January A.D. 1874.

Notary Public

President and Treasurer and attested by their Secretary the day and year first above written.

Colorado Coal & Iron Co.

Attest: Albert G. Fiske, Secretary

C. F. Henderson, Pres. (Seal)

[illegible] (Seal)

Territory of Colorado } ss.
County of [illegible]

[illegible] Notary Public in and for said County in the Territory aforesaid, do hereby certify that [illegible] Henderson, President of the Colorado Coal & Iron Company, and [illegible] Secretary of said Company, who are personally known to me to be the [illegible] and Secretary respectively of the said Company, and to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument of writing as their own free act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this [illegible] day of [illegible] A.D. 1873.

[illegible]

Notary Public

United States
to
Thomas H. White
Patent
Filed for record at 9 o'clock A.M.
March 12th 1874
& recorded [illegible]

Certificate No. [illegible]

The United States of America
To all to whom these presents shall come, Greeting:
[illegible] the Act of Congress approved the [illegible] entitled "An Act [illegible] the public domain" and the acts supplemental thereto, [illegible] Thomas H. White has been [illegible] to purchase the [illegible] lying to wit: the North East Quarter of Section [illegible] Township [illegible] South Range [illegible] West in the [illegible] District, containing [illegible] acres and [illegible] hundredths of an acre according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General: Now know ye that there is therefore granted by the United States unto the said Thomas H. White the tract of land above described: To have and to hold the said tract of land with the appurtenances thereof unto the said Thomas H. White and to his heirs and assigns forever.

In testimony whereof, I, Ulysses S. Grant, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be affixed.

Given under my hand, at the City of Washington, the [illegible] day of October, in the year of our Lord one thousand eight hundred and [illegible], and of the Independence of the United States the ninety-[illegible].

By the President: U. S. Grant

By [illegible], Secy.

Recorded Vol. [illegible] Page [illegible]

[illegible] Recorder of the General Land Office

United States
to
Hersa A. Soule
Patent
Filed for record at 9 o'clock A.M.
March 13th 1874
& recorded [illegible]

Certificate No. 1391

The United States of America,
To all to whom these presents shall come, Greeting:
Whereas Hersa A. Soule of Arapahoe County, Colorado Territory has deposited in the General Land Office of the United States a Bill signed by the Register of the Land Office at Denver, Colorado Territory, [illegible]
[illegible]

24th of April 1820, entitled "An Act making provision for the sale of the Public Lands" for the South West Quarter of Section Twenty Nine, in Township Thirteen North of Range Twelve West in the District of lands subject to sale at Kansas City, Missouri, containing one hundred and forty acres, according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General, which said tract is now claimed by the said Maria A. Scott, in the manner prescribed by the act of Congress approved April 24th 1820, entitled "An act making further provision for the sale of the Public Lands" and in pursuance of the act of Congress approved March 3rd 1823, entitled "An act for the relief of the purchasers of Public lands, where the same shall have been forfeited or sold for more than the value thereof" and in pursuance of instructions from the Commissioner of the General Land Office, I, Ulysses S. Grant, President of the United States of America, have caused the said Maria A. Scott to be entered in the Register of the Kansas City Land Office.

Given under my hand at the City of Washington, this 5th day of December, in the year of our Lord one thousand eight hundred and seventy four, and of the Independence of the United States the one hundred and Ninety Nine.

By the President: U. S. Grant

By J. P. Lewis, Sec'y

Recorded Vol. 3 page 130. Note on file in the General Land Office

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[illegible] Land Office

[illegible] 5th day of January 1874.

[illegible]

[illegible] 5,000.00

[illegible] 1,000.00

[illegible] 4,000.00

[illegible] President

[illegible] Jackson, Secretary

[illegible] Directors

Subscribed & sworn to before me by [illegible] this 15th day of January A.D. 1874.

Entered Vol. 3

[illegible] France, Notary Public

[illegible] and [illegible] the premises [illegible]
[illegible] certificate [illegible]
[illegible] subject [illegible]
[illegible] according
[illegible] and [illegible]
[illegible] by the said [illegible]
[illegible] the premises [illegible]
[illegible]
[illegible]
[illegible] the [illegible]
[illegible]
[illegible]
[illegible] the United States [illegible]
[illegible] of the [illegible]
[illegible]
[illegible] day of November in the
year [illegible]
of the [illegible]
[illegible] U. S. [illegible]
[illegible]
[illegible] Page 120 [illegible] Land Office

[illegible]
[illegible] Office
[illegible]
[illegible] 1874,
[illegible] 1874 [illegible]

[illegible]
[illegible]

[illegible]

[illegible]	5,000
[illegible]	[illegible]
[illegible]	[illegible]

[illegible] President

[illegible]

[illegible] } Directors
[illegible]
[illegible]
[illegible]

Subscribed and sworn to before me [illegible] day
of [illegible] A.D. 1874.

[illegible]
Notary Public

Ord 2642 FP

AN ORDINANCE AMENDING ORDINANCE NO. 2515, FINALLY PASSED ON MARCH 25, 1959, RELATING TO THE ANNEXATION OF PORTLAND MILL ADDITION TO THE CITY OF COLORADO SPRINGS.

WHEREAS, the City Council finally passed Ordinance No. 2515 on March 25, 1959, annexing certain territory described therein, designated Portland Mill Addition; and

WHEREAS, said area was erroneously described in the publication of said Ordinance No. 2515, and tracts of land therein erroneously zoned; and

WHEREAS, it is to the interest of the City and its citizens that said Ordinance No. 2515 be amended to correctly describe and zone the area so annexed by the Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. That the caption and sections 1, 2 and 3 of Ordinance No. 2515 of the City of Colorado Springs, Colorado, finally passed on March 25, 1959, be and is hereby amended to read as follows:

"AN ORDINANCE ANNEXING PORTLAND MILL ADDITION NO. 1 TO THE CITY OF COLORADO SPRINGS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. A Petition for the annexation of that certain territory, known as Portland Mill Addition No. 1, having been presented to the City Council, accompanied by a Plat of said territory, and said Petition having been approved and accepted by Resolution of the City Council, it is hereby determined and declared that said territory abuts upon and is contiguous to the City of Colorado Springs and the notices and other proceedings required under the provisions of Chapter 314, Session Laws of Colorado, 1947, having been complied with, the annexation of said territory in El Paso County, described as follows, to-wit:

A part of the Northwest quarter and the Northeast quarter of Section 24, Town-

Paso County, Colorado said point being located 984.06 feet North of, and 300 feet West of, the center of Section 24, in Township 14 South, Range 67 West of the 6th P.M.; thence West and parallel to the North line of said Section 24, a distance of 2358.52 feet to intersect the West line of the Northwest quarter of said Section 24; thence North on said line a distance of 1642.86 feet to intersect the Southwest corner of the Southwest quarter of Section 13, Township 14 South, Range 67 West of the 6th P.M.; thence North along the West line of said Southwest quarter, a distance of 970.82 feet to the point of intersection of the South Right-of-Way line of Cimarron Street, as platted in Oakview Subdivision and extended Westerly, with the West line of said Southwest quarter; thence run Easterly along said South Right-of-Way line of Cimarron Street a distance of 1071.07 feet to a point which is 252 feet Westerly from the West line of Eklund's 2d Addition to Oakview as measured along the Southerly Right-of-Way line of said Cimarron Street; thence Southerly and parallel with the West line of said Eklund's 2d Addition to Oakview, and with the West line of Eklund's 3d Addition to Oak View, 150 feet; thence Easterly and parallel with the South Right-of-Way line of said Cimarron Street, 252 feet to a point on the West line of said Eklund's 3d Addition to Oak View; thence Southerly along said West line to the Southwest corner of said Eklund's 3d Addition to Oak View; thence continue Southerly on the Southerly extension of said West line of Eklund's 3d Addition to Oak View to a point which is 80.86 feet South of the North line of Flanagan's Addition to Oakview; thence Easterly and parallel with the North line of said Flanagan's Addition to Oakview, 190 feet; thence Northerly 80.86 feet to a point on the North line of said Flanagan's Addition to Oakview, which is 200 feet Easterly from the Northwesterly corner thereof; Thence Easterly on the North line of said Flanagan's Addition to Oakview and the Easterly extension thereof, a distance of 789.65 feet to its intersection with the West line of Block 2 in Oakview; thence North on said West line to intersect the North line of Lot 17, Block 2, of Oakview Subdivision; thence East along the North line of said Lot 17 and its Easterly extension a distance of 160 feet to intersect the center line of the alley in said Block 2; thence South along said center line a distance of 149.28 feet to intersect the South line of Lot 2, Block 2, Oakview Subdivision extended West; thence

East along the South line of Lot 6 and said line extended to intersect the East line of the Southwest quarter of Section 13; thence Southerly along said East line 27.86 feet; thence angle left 90° Easterly, 30 feet to intersect the West Right-of-Way line of South 8th Street; thence South along said West Right-of-Way line to intersect the North line of Section 24, Township 14 South, Range 67 West of the 6th P.M.; thence continue Southerly along Westerly Right-of-Way line of 8th Street to intersect the present City Limits of the City of Colorado Springs; thence Southerly and Westerly along said City Limit line to the point of beginning,

is hereby accepted and approved, and upon the effective date of this Ordinance, the annexation of said land and territory, hereinabove described, shall be complete and said land shall become a part of the City of Colorado Springs for all intents and purposes, excepting that of general taxation, in which respect said annexation shall not become effective until on or after January 1 next ensuing; provided, however, that said territory is subject to all Ordinances of the City of Colorado Springs, relating to the extension of utilities, the subdivision of said territory and any and all other Ordinances in any way affecting said land and territory, and subject to the payment of all fees and charges required thereunder.

Section 2. The proper officers of the City of Colorado Springs are hereby authorized and directed to do all things necessary to complete the annexation of the aforesaid territory.

Section 3. That Lots 7 and 8 in Block 2, Oakview Subdivision, and Blocks A, B, C, D, E, F, G, H, I, J, K and Tract A of said territory above described, as shown on the preliminary Annexation Plat submitted to the council on this day, shall be included within the C-6T Zone, and Tract B of said territory, above described, as shown on the preliminary Annexation Plat submitted to the Council on this day, shall be included within the M-1 Zone, and the proper officers of the City are hereby authorized and instructed to indicate on the "Zoning Map of Colorado Springs" the proper zones for said property, as provided in Section 6 of the Zoning Ordinance."

Section 2. This Ordinance shall be in full force and effect from and after its passage and publication, as provided

A29721

published this 11th day of August, 1959.

William T. Gardner
Mayor and President of the Council

City Clerk

Finally read, passed, adopted and approved this 25th day of August, 1959.

William T. Gardner
Mayor and President of the Council

ATTEST:

City Clerk

I HEREBY CERTIFY, that the foregoing Ordinance entitled "AN ORDINANCE AMENDING ORDINANCE NO. 2515, FINALLY PASSED ON MARCH 25, 1959, RELATING TO THE ANNEXATION OF PORTLAND MILL ADDITION TO THE CITY OF COLORADO SPRINGS" was introduced and read at a regular meeting of the City Council of the City of Colorado Springs, held on August 11, 1959; that said Ordinance was passed at a regular meeting of the City Council of said City, held on the 25th day of August, 1959, and that the same was published in full in the Colorado Springs Free Press, a newspaper published and in general circulation in said City, at least ten days before its passage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this 25th day of August, 1959.

City Clerk

Received April 20, 1959 at 11:07 AM
Reception No. 100364 Harriet Beals, Recorder

AN ORDINANCE ANNEXING PORTLAND HILL ADDITION TO THE CITY OF COLORADO SPRINGS.

[illegible] BY THE CITY COUNCIL OF THE CITY OF [illegible]

Section 1. A petition for the annexation of the [illegible] territory, known as Portland Hill Addition, having been presented to the City Council, accompanied by a Plat of said territory, and said Petition having been approved and [illegible] by Resolution of the City Council, it is hereby determined and declared that said territory abuts upon and is contiguous to the City of Colorado Springs and the Notices and [illegible] required under the provisions of Chapter 314, [illegible] Laws of Colorado, 1947, having been complied with, the [illegible] of said territory in El Paso County, Colorado, described as follows, to-wit:

A part of the North [illegible] quarter and Northeast quarter of Section 24, in Township 14 South, Range 67 West of the 6th P.M., and part of the [illegible] quarter and Southeast quarter of Section 13, in Township 14 South, Range 67 West of the 6th P.M. Beginning at the Southwest corner of Fountain Creek Addition to the City of Colorado Springs, as recorded in Book A-2, Page 9, of the records of El Paso County, Colorado, said point being located 984.0 feet North and 300 feet West of the center of Section 24, in Township 14 South, Range 67 West of the 6th P.M.; thence east and parallel to the East-West center line of said Section to intersect the West line of the North [illegible] quarter of said Section, thence North on said line to intersect the Southwest corner of the Southwest quarter of Section 13, in Township 14 South, Range 67 West of the 6th P.M.; thence North along the West line of said quarter Section to a point of intersection of the South right-of-way line of Cimarron Street as platted in Oakview Subdivision, extended West, with the West line of said quarter section, thence East along said South right-of-way line of Cimarron Street extended to intersect the West line of Flowers's Addition to Oakview extended North, thence South to a point on the East line of Flowers's Addition to Oakview that is 80.86 feet South of the North line of said subdivision, thence East and parallel to the North line of said subdivision to intersect the West line of Block 2 of Oakview Subdivision, thence North on said line to intersect the North line of Lot 17, Block 2,

[illegible]

[illegible] Ordinance, the annexation of said land and territory, hereinbefore described, [illegible] shall become a part of the City of Colorado Springs for all intents and purposes, excepting that of [illegible] taxation, in which said annexation shall not become effective until the [illegible] next ensuing [illegible] provided, however, that said territory [illegible] subject to all Ordinances of the City of Colorado Springs relating to the extension of utilities, and subdivision, [illegible] territory and the [illegible] and other [illegible] and [illegible] territory, [illegible] subject to the payment of all taxes which now remain to be paid.

Section 2. The proper officers of the City of Colorado Springs are hereby authorized and directed to do all things necessary to [illegible]

[illegible] and publication, as provided

[illegible] read, passed on first reading and ordered

[illegible] March, 195[illegible]

Mayor and President of the Council

Clerk

[illegible] and approved this [illegible]

[illegible] 1957

Mayor and President of the Council

City Clerk

Received at 12:40 o'clock P.M. APR 9 1971

BOOK 2401 PAGE 515

Reception No. 793268 HARRIFORD'S RIGHT OF WAY

... BLOND of the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, hereinafter called "Grantee", do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical, gas, water and sewer lines, including necessary poles, pipes, steel towers, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit: over, under and across a portion of Section 24, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado. Said Right of Way to be eighty (80) feet in width, 40 feet each side of a centerline described as follows:

Commencing at the North quarter corner of said Section 24; thence South along the North-South centerline of said Section 24 a distance of 787.33 feet; thence angle left 90°00'00" to intersect the Westerly right of way line of 8th Street as platted and the true point of beginning of said centerline; thence angle right 180°00'00" Westerly to intersect the West line of said Section 24 at a point, said point being 820 feet more or less from the Northwesterly corner of said Section 24; thence continue on last mentioned course a distance of 325.40 feet to the terminus of said centerline.

Together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantees written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within right of way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operations of said lines.

IN WITNESS WHEREOF, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized office and Commissioner to Convey this 19th day of March, 1971

COLORADO SPRINGS, COLORADO

By: T. BURNE McCLEARY
Mayor and Commissioner to Convey

R. E. PARNER, City Clerk

STATE OF COLORADO }
COUNTY OF EL PASO } SS

The foregoing instrument was acknowledged before me this 19th day of March, 1971 by T. BURNE McCLEARY, Mayor and President of the City Council and Commissioner to Convey and R. E. PARNER, City Clerk of the City of Colorado Springs, Colorado

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

My Commission expires:
N-13-74

Recording No. 9 8241.59 AUG 25 1971

BOOK 2431 PAGE 309

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the DEPARTMENT OF PUBLIC UTILITIES, City of Colorado Springs, Colorado in consideration of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration does hereby grant the Quitclaim to CITY OF COLORADO SPRINGS A MUNICIPAL CORPORATION, all rights and interests which the Department of Public Utilities, City of Colorado Springs, Colorado may have for utility easements over the following described property situate in the County of El Paso, State of Colorado to wit:

As recorded in Book 2401 at Page 515 under Reception Number 798268 of the records of El Paso County, Colorado.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this 25th day of August, A.D. 1971

DEPARTMENT OF PUBLIC UTILITIES
CITY OF COLORADO SPRINGS, COLORADO

R. D. Nixon (SEAL)
R. D. NIXON, Director

ATTEST:

J. S. Nichols
J. S. NICHOLS
Chief of Operations

STATE OF COLORADO }
COUNTY OF EL PASO } SS

The foregoing instrument was acknowledged before me this 25th day of August, 1971 by R. D. NIXON, Director of the Department of Public Utilities and J. S. NICHOLS, Chief of Operations, Department of Public Utilities, City of Colorado Springs, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL

Paul T. Snowden
PAUL T. SNOWDEN
Notary Public

My Commission expires: December 14, 1971

Received at 1:15 o'clock P. M. SEP 2 1971
826233
Recording No. HARRIET BEALS

BOOK 2433 PAGE 390

GRANT OF RIGHT OF WAY

RECEIVED of the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO 100/THS ($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor," hereby grants to the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, hereinafter called "Grantee," do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit: over and across a portion of the Northwest Quarter of Section 24 and the Northeast Quarter of Section 23, all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said Right of Way and Easement to be eighty (80) feet in width, forty (40) feet each side of a centerline described as follows:

> Commencing at the Northwest corner of that tract of land as recorded in Book 2403 at Page 943 of the records of El Paso County, Colorado; thence S 0°25'41" E, a distance of 57.75 feet; thence S 82°31'19" W a distance of 264.00 feet more or less to intersect the West line of 8th Street as it presently exists and the true point of beginning of said centerline; thence continue on last mentioned course, a distance of 443.02 feet; thence S 72°07'79" W a distance of 1129.85 feet; thence N 84°52'41" W a distance of 1136.95 feet; thence N 48°00'41" W a distance of 385.20 feet; thence N 01°38'00" W a distance of 746.00 feet more or less to the terminus of said centerline and easement.

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or

property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

IN WITNESS WHEREOF, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized office and Commissioner to Convey this 27th day of August, 1971.

CITY OF COLORADO SPRINGS, COLORADO

BY: T. Eugene McCleary
T. EUGENE McCLEARY
Mayor and Commissioner To Convey

COLORADO SPRINGS INCORPORATED SEPTEMBER 4, 1886 COLORADO SEAL

ATTEST:

R. E. Parker
R. E. PARKER
City Clerk

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 27th day of August, 1971 by T. EUGENE McCLEARY, Mayor and President of the City Council and Commissioner to Convey and R. E. PARKER, City Clerk of the City of Colorado Springs, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

Thelma Fraser
NOTARY PUBLIC

NOTARY PUBLIC THELMA FRASER CITY OF COLORADO SPRINGS

My Commission Expires: Apr. 12, 1974

Recorded at 2:45 o'clock A M. SEP 5 1973 BOOK 2619 PAGE 404

Reception No. 12843 HARRIET [illegible]

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100ths DOLLARS ($1.00), in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", do hereby grant, sell, and convey unto Grantee, its sucessors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of sewer lines, including necessary pipes, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

Under and across a portion of the Northeast one-quarter of Section 23 and the North one-half of Section 24, all being in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said easement to be thirty (30) feet in width, fifteen (15) feet each side of the following described centerline:

Commencing at the Northwest corner of said Section 24; (all bearings used in this description are relative to the North line of the Northwest one-quarter of said Section 24 which was assumed to be N 89°56'57" E); thence S 25°19'42" W, 753.95 feet to the point of beginning of the said centerline to be described; thence S 88°15'39" E, 15.01 feet; thence S 00°06'04" E, 179.43 feet; thence S 67°20'29" E, 465.49 feet; thence S 84°44'04" E, 395.45 feet; thence S 81°53'34" E, 396.70 feet; thence N 84°38'18" E, 671.06 feet, thence N 72°29'17" E, 400.81 feet; thence N 73°48'46" E, 419.52 feet; thence N 42°56'34" E, 62.35 feet; thence N 67°36'02" E, 324.00 feet to a point on the Westerly Right of Way of 8th Street, said point being the terminus of this centerline description, and which point lies S 76°12'46" E, 2784.36 feet from the said Northwest corner of Section 24.

Together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance, and operations of said lines.

IN WITNESS WHEREOF, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized office and Commissioner to Convey, this 31ST day of AUGUST, 1973.

CITY OF COLORADO SPRINGS, COLORADO

BY: Andrew Marshall
ANDREW MARSHALL
Mayor and Commissioner To Convey

R. E. Parker
R. E. PARKER
City Clerk

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 31st day of August, 1973 by ANDREW MARSHALL, Mayor and President of the City Council and Commissioner to Convey and R. E. Parker, City Clerk of the City of Colorado Springs, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

Fernando E. Sutton
NOTARY PUBLIC

My Commission Expires: Feb 8, 1975

Received at 1:00 o'clock P M. APR 12 1974
Reception No. 65313 HARRIET BEALS

BOOK 2669 PAGE 03

GRANT OF RIGHT OF WAY

RECEIVED of the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100ths ($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, Hereinafter called "Grantee", do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical, gas, water and sewer lines, including necessary poles, pipes, steel towers, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

SEE ATTACHED DESCRIPTION

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantees written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within right of way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operations of said lines.

IN WITNESS WHEREOF, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized office and Commissioner to Convey this 11th day of April, 1974.

CITY OF COLORADO SPRINGS, COLORADO

By: Andrew Marshall
ANDREW MARSHALL
Mayor and Commissioner to Convey

ATTEST:
R. E. PARKER, City Clerk

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 11th day of April, 1974 by ANDREW MARSHALL, Mayor and President of the City Council and Commissioner to Convey and R. E. PARKER, City Clerk of the City of Colorado Springs, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

My Commission Expires:
4-19-76

Legal Description for a 40 foot wide easement for a Water line from South Eighth Street to Rio Grande Street.

Over, under and across a portion of the Northwest one-quarter of Section 24, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado to wit:

A strip of land 40.00 feet in width, lying 40.00 feet Northeasterly and Northerly from, parallel to and contiguous with, the following described line:

Beginning at the intersection of the centerline South Eighth Street and the centerline of Fountain Creek Boulevard, as presently platted from which point the North one-quarter corner of said Section 24 bears N 2° 08' 28" E, a distance of 1060.05 feet; (all bearings used in this description are relative to the North line of the Northwest one-quarter of said Section 24, which was assumed to be N 89° 56' 57" E); thence N 68° 36' 06" W, 552.65 feet; thence along the arc of a curve to the left, which curve has a central angle of 4° 20' 20", a radius of 1000.00 feet, an arc distance of 75.73 feet; thence N 72° 56' 26" W, tangent to the last mentioned curve, 575.17 feet, excepting therefrom above described easement any portion lying within that tract of land described in Deed recorded in Book 424 at Page 65 of the records of El Paso County, Colorado.

5-30-75

STATE DOCUMENTARY FEE $ MAY 30 1975 BOOK 2753 PAGE 958
RECORDED AT 9:30 O'CLOCK A.M.
RECEPTION NO. 151206 HARRIET BEALS

GRANT OF RIGHT OF WAY

RECEIVED of the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100ths ($1.00) DOLLARS, in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, hereinafter called "Grantee", do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical, gas, water and sewer lines, including necessary poles, pipes, steel towers, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

SEE ATTACHED DESCRIPTION

Copy

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantees written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within right of way, which may interfere with construction, maintenance or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

IN WITNESS WHEREOF, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized office and Commissioner to Convey this 22nd day of May, 1975.

CITY OF COLORADO SPRINGS, COLORADO

By: Lawrence D. Ochs
LAWRENCE D. OCHS

Mayor and Commissioner to Convey

CORPORATE SEAL COLORADO SPRINGS COLORADO

ATTEST:

R. E. PARKER, City Clerk

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 22nd day of May, 1975 by LAWRENCE D. OCHS, Mayor and President of the City Council and Commissioner to Convey and R. E. PARKER, City Clerk of the City of Colorado Springs, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: Feb 8, 1979

5 -30-75

BOOK 2753 PAGE 959

LEGAL DESCRIPTION: EQUESTRIAN CENTER

Over, under and across a portion of Section 24, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

Said Right of Way and Easement to be 30.00 feet in width, 15.00 feet each side of the following described centerline:

Commencing at the Northwest corner of said Section 24, thence Easterly along the North line of said Section 24 a distance of 15.00 feet, thence S 1°40'57" W a distance of 1100.00 feet to the true point of beginning of said centerline, thence continue S 1°40'57" W a distance of 2340.79 feet to the point of terminus of said centerline.

Rec'd copy

AN ORDINANCE ANNEXING PORTLAND MILLS ADDITION NO. 3 TO THE CITY OF COLORADO SPRINGS, COLORADO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. A Petition for the annexation of that certain territory known as Portland Mills Addition No. 3 having been presented to the City Council, accompanied by a Plat of said territory, and said Petition having been approved and accepted by Resolution of the City Council, it is hereby determined and declared that said territory abuts upon and is contiguous to the City of Colorado Springs, and the notices and other proceedings required under the provisions of Chapter 314, Session Laws of Colorado, 1947, having been complied with, the annexation of said territory in El Paso County, Colorado, described as follows, to-wit:

A portion of the Northwest quarter, and of the North half of the Southwest quarter of Section 24, Township 14 South, Range 67 West of the 6th P.M., described as follows: Beginning at the Southeast corner of the Northwest quarter of said Section 24, run thence Northerly on the East line of said Northwest quarter, 984.06 feet; thence run Westerly on a line which is parallel with the North line of said Section 24, 2608.06 feet to a point on the West line of said Section 24 which is 1642.85 feet South of the Northwest corner thereof; thence run South on the West line of said Section 24 to the Southwest corner of the North 150 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of said Section 24; thence run Easterly on the South line of said North 150 feet to the Southwest quarter of the Northwest quarter of the Southwest quarter; to the Southeasterly corner thereof; thence run North on the West line of the East half of the Northwest quarter of the Southwest quarter of said Section 24 to the Southwest corner of the North 450 feet of the Northeast quarter of the Northwest quarter of the Southwest quarter of said Section 24; thence run East on the South line of said tract, and its Easterly extension, to the Southeast corner of the West 200 feet of the North 450 feet of the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 24; thence run North on the East line of the last mentioned tract, 450 feet to its intersection with the North line of the Southwest quarter, to its intersection with the center line of a county road known as "Eighth Street", which

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point is 357.98 feet, more or less, from the Northeast corner of said Southwest quarter of Section 24; thence run Southeasterly along the center line of said 8th Street on a curve to the left which has a central angle of 5° 49' 17", a radius of 1432.50 feet, an arc distance of 145.55 feet; thence run Southeasterly on the center line of said 8th Street, on a tangent to the last mentioned curve, 255.70 feet; thence run Southeasterly on the center line of said 8th Street, on a curve to the right which has a central angle of 12° 32' 30", a radius of 1432.50 feet, an arc distance of 313.56 feet; thence angle right 90° Northeasterly from the forward tangent of the last mentioned curve, 50 feet; thence angle right 19° 43' Easterly, 30.92 feet to a point on the East line of the Southwest quarter of said Section 24; thence run Northerly along said East line 645.42 feet, more or less, to the point of beginning,

is hereby accepted and approved, and upon the effective date of this Ordinance, the annexation of said land and territory, hereinabove described, shall be complete and said land shall become a part of the City of Colorado Springs for all intents and purposes, except that of general taxation, in which respect said annexation shall not become effective until on or after January 1 next ensuing; provided, however, that said territory is subject to all Ordinances of the City of Colorado Springs, relating to the extension of utilities, the subdivision of said territory and any and all other Ordinances in any way affecting said land and territory, and subject to the payment of all fees and charges required thereunder.

~~Section 2. A zoning plan for said area having been adopted by the City Council, the above described area and territory be and the same is hereby included within the C-6 Zone, and the proper officers of the City are hereby authorized and instructed to change the "Zoning Map of Colorado Springs" to indicate the proper Zone for the hereinabove described property, as provided by the Zoning Ordinance of the City of Colorado Springs.~~

Section 3. The proper officers of the City of Colorado Springs are hereby authorized and directed to do all things

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Section 2. All the above described territory shall be included in the City in the R-2 (Residential Zone) except that part thereof hereinafter described which shall be included and classified in the C-6 Zone, to wit:

That portion of the Northeast quarter of the Southwest quarter of Section 24, Township 14 South, Range 67 West of the 6th P.M., described as follows:

Beginning at the Northeast corner of the Northeast quarter of the Southwest quarter of said Section 24, run thence Westerly on the North line of said Northeast quarter of the Southwest quarter of Section 24, 357.98 feet to the center line of 8th Street; thence run Southeasterly along the center line of said 8th Street, on a curve to the left which has a central angle of 5° 49' 17", a radius of 1432.50 feet, an arc distance of 145.55 feet; thence run Southeasterly on the center line of said 8th Street on the tangent to the last mentioned curve, 255.70 feet; thence run Southeasterly on the center line of said 8th Street, on a curve to the right which has a central angle of 12° 32' 30", a radius of 1432.50 feet, an arc distance of 313.56 feet; thence angle left 90° Northeasterly from the forward tangent of the last mentioned curve, 50 feet; thence angle right 19° 43' Easterly, 30.92 feet to a point on the East line of the Southwest quarter of said Section 24; thence run Northerly along said East line, 645.42 feet more or less to the point of beginning, excepting the Westerly 50 feet thereof, a portion of said 8th Street.

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necessary to complete the annexation of the aforesaid territory.

Section 4. This Ordinance shall be in full force and effect from and after its passage and publication, as provided by the Charter.

Introduced, read, passed on first reading and ordered published this 22nd day of March, 1960.

William E. Henderson
Mayor and President of the Council

ATTEST:

R. F. Hornsby
City Clerk

Finally ~~read~~ amended / passed, adopted and approved this 12th day of April, 1960.

William E. Henderson
Mayor and President of the Council

ATTEST:

R. F. Hornsby
City Clerk

I HEREBY CERTIFY, that the foregoing Ordinance entitled "AN ORDINANCE ANNEXING PORTLAND MILLS ADDITION NO. 3 TO THE CITY OF COLORADO SPRINGS, COLORADO" was introduced and read at a regular meeting of the City Council of the City of Colorado Springs, held on March, 22, 1960; that said Ordinance was amended and passed at a regular meeting of the City Council of said City, held on the 12th day of April, 1960, and that the same was published in full in the Colorado Springs Free Press a newspaper published and in general circulation in said City, at least ten days before its passage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this 12th day of April, 1960.

R. F. Hornsby
City Clerk

ROBERT C. "BOB" BALINK
01/11/2005 09:15:14 AM
Doc $0.00 Page
Rec $51.00 1 of 10

El Paso County, CO
205005120

EASEMENT

THIS INDENTURE OF EASEMENT, hereinafter referred to as the Easement, dated this 7th day of January, 2005, is made and entered into by and between EL PASO COUNTY, COLORADO, a political subdivision of the State of Colorado, hereinafter referred to as the Grantor, and the PIKES PEAK OR BUST RODEO FOUNDATION, a Colorado Non-Profit Corporation, hereinafter referred to as the Grantee. The Grantor and the Grantee may be collectively referred to herein as the Parties.

Recitals:

WHEREAS, the Grantor is the owner in fee simple of that property described with more particularly in that certain Correction Deed that is recorded in the Records of the Office of the El Paso County Clerk and Recorder on July 8, 1999 at Reception Number 099109850 less that certain property conveyed in fee simple from the Grantor to the Grantee by that certain Special Warranty Deed that is recorded in the Records of the El Paso County Clerk and Recorder on or about January 2005, and which property that the Grantor retains ownership of in fee simple shall be hereinafter referred to as the Burdened Property; and,

WHEREAS; the Grantee is the owner in fee simple of that certain property described with more particularity on the attached Exhibit A, which Exhibit A is incorporated by reference into this Easement, and which property described on Exhibit A shall be hereinafter referred to as the Benefited Property; and,

WHEREAS, the Grantor and the Grantor mutually desire to create a non-exclusive easement in the Burdened Property, which Easement shall be appurtenant to and for the use and benefit of the Benefited Property, and which Easement is described with more particularity in the attached Exhibit B, which Exhibit B is incorporated by reference into this Easement as if fully set forth herein.

Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Grantor does hereby grant and convey unto the Grantee, its heirs, successors, assigns and personal representatives, a non-exclusive Easement in the Burdened Property, which Easement shall be appurtenant to and for the use and benefit of the Benefited Property, the terms, conditions and covenants of which shall be as set forth herein.

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Easement by reference as if fully stated herein.

2. Purpose of the Easement: The purpose of the Easement shall be to permit the Grantee to operate thereon sixty (60) feet wide private roadway for reasonable ingress and egress to and from the Benefited Property and any and all purposes reasonably associated with the operation of a private roadway thereon, including the use thereof by motorized vehicles.

After Recording Return To:
William H. Louis
27 E. Vermijo Ave 3rd Floor
CSC 80903

56277
UNIFIED TITLE COMPANY

3. Operation of the Roadway Easement/Installation of Gate: The Parties agree and understand that, although the Parties intend a non-exclusive easement, it shall be the Grantee's sole and exclusive obligation and responsibility to operate, maintain, and repair the private roadway thereon, and that the County shall not have any obligation or responsibility of whatsoever kind or nature to operate, maintain, and repair the private roadway. The Grantee may install a gate or other type of regulated access in order to control access to the private roadway, which gate or other type of regulated access may be locked and otherwise inaccessible to the general public, except when so intended by the Grantee. The Grantee shall install the gate at the property line of the Burdened Property at the approximate location of common boundary with the City of Colorado Springs' 8th Street right of way. To the extent that the Grantee locks or otherwise limits access, the Grantee shall, as soon as practicable after the installation of said lock or other access limiting device, shall provide the Director of the El Paso County Parks and Leisure Services Department with a key, the combination, or other method to control and operate the access limiting device in order to provide the County with equal control of the lock or other access limiting device.

4. Installation of Impervious Surface/Creation of Public Right of Way/Condemnation: Under no circumstances shall the Grantee construct or install an impervious surface, which impervious surface may include, but shall not be limited to, concrete or asphalt, without first obtaining the Grantor's written permission. Furthermore, the Parties agree and understand that under no circumstances shall the dedication or conveyance of the Easement into a public road or public right of way be effective unless and until the written permission of both the Grantor and the Grantee shall have first been obtained. In the event that all or part of the Easement becomes subject to an action or proceeding in eminent domain, the Parties agree and understand that they shall share equally in an any award or settlement of just compensation.

5. Construction and Restoration: Except as set forth in Paragraph 3, Operation of the Roadway Easement/Installation of Gate, above, the Grantee shall not install or construct any improvement of any kind or nature in the Easement without the written permission of the Grantor, which permission shall not be unreasonably withheld. To the extent the Grantee damages or disturbs the Grantor's property, Grantee shall restore the same to its substantially similar condition as existed prior to the damage or disturbance.

6. General Liability Insurance: The Grantee shall carry and maintain public liability insurance, also referred to as commercial general liability insurance, to be carried and maintained with respect to the activities that are to be undertaken in connection with the use and enjoyment of the Easement. All such policies shall show the El Paso County, and all officers and employees thereof, as an additional insured. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act, as amended, up to a $1,000,000 annual aggregate. Each such insurance policy may have a deductible clause in amount as approved the Grantor. The minimum limits of the commercial general liability insurance shall be on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits and coverage: $600,000 per each

occurrence (as set by the Colorado Governmental Immunity Act, as amended) and $1,000,000 general aggregate.

7. Additional Provisions Regarding General Liability Insurance:

a. Each commercial general liability insurance policy provided for in this Easement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the County without first giving written notice thereof to the County and the Insured at least 45 days in advance of such cancellation or modification.

b. The Grantee shall annually provide certificates of insurance with appropriate endorsements attached evidencing that the Grantor has been named as an additional insured and that the 45-day notice of cancellation provision is in effect. Furthermore, all such policies of insurance as required by this Easement shall contain a waiver of subrogation on behalf of County and its respective officers and employees thereof.

8. Workers Compensation Insurance: The Grantee shall, at its own expense, cause workers compensation insurance to be procured and maintained covering the Grantee's employees working in or on the Easement. The County shall be named as additional insured under any such worker's compensation insurance policy. Such insurance, if issued by an insurance carrier licensed or approved to do business in the State of Colorado, shall contain a provision that such coverage shall not be cancelled without 45 days prior written notice to the County. A certificate issued by the Colorado State Insurance Fund or a private carrier evidencing such coverage shall be provided by the Grantee to the Grantor.

9. Maintenance and Repair: During the term of the Easement the Grantee shall keep and maintain the private roadway in good maintenance and repair so that it is safe and useable for its intended purposes.

10. Mechanic's and Materialmen's Liens: Although the Grantor's property is generally exempt from the attachment of liens thereon, under no circumstances shall the Grantee suffer, permit, or allow any mechanic's or materialmen's liens to attach against the Easement or the Burdened Property for materials supplied or work performed at the request of or for the benefit of the Grantee and in conjunction with the Grantee's use and enjoyment of the Easement.

11. Term of the Easement: Term of the Easement shall endure only so long as one of the primary principal uses of the Benefited Property is that of an equestrian center that is open for the use and enjoyment by members of the general public for equestrian-related activities.

12. Easement Appurtenant/Easement Runs with the Land: The Easement shall be appurtenant to the Benefited Property, and the benefits and burdens of which shall be covenants running with the land and shall inure to the benefit and burden of the Grantor's and the Grantee's respective heirs, successors, assigns, and personal representatives.

13. No Warranty as to Title/Subject to Matters of Record: In granting this Easement the Grantor does not make any warranty of title. Furthermore, the Grantee agrees and understands that it takes this Easement subject to any prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting Grantor's property, regardless whether any of the foregoing may be of record, if any.

14. Severability And Captions: If any provision of this Easement is illegal, invalid or unenforceable under present laws or under any future laws that may become effective during the term of this Easement, then and in that event, it is the intention of the Parties that the remainder of this Easement shall not be affected thereby. The caption of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction or interpretation of any provision of this Easement.

15. Choice of Law/Jurisdiction/Venue: This Easement is subject to and shall be interpreted under the laws of the State of Colorado. Jurisdiction and venue shall be exclusively in the District or County Courts in and for the County of El Paso, State of Colorado.

16. Entire Agreement: This Easement, together will all exhibits attached hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Easement may be amended only in writing, and executed by duly authorized representatives of the Parties.

17. Integration: This is a completely integrated Instrument and contains the entire agreement between the Parties hereto. Any prior written or oral agreements or representations regarding this Easement shall be of no effect and shall not be binding on the Parties.

18. Parties: In addition to collectively referring to the Grantor and Grantee as set forth above, the word "Parties" shall also include their respective heirs, successors, assigns, and personal representatives.

19. Non-Waiver: Nothing in this Instrument shall be construed of a waiver of any protections available to the Grantor and the Grantor's property under the law of the State of Colorado, including, without limitation, the Colorado Governmental Immunity Act.

20. Remedies for Breach: To the extent that any Party breaches or violates any term, condition or covenant of this Easement, the other Party shall have any and all causes of actions or remedies available at law or in equity, including, but not limited to, the right to seek specific performance.

21. Notice: To the extent that any Party is entitled to notice under any provision of this Easement, all notices and other communications required under this Easement shall be in writing and shall be given by electronic facsimile transmission (if receipt is verified), by registered or certified mail (postage prepaid and return receipt requested) or by an overnight

courier service (which obtains a receipt evidencing delivery) and shall be addressed as follows:

To Grantor at:

Office of the County Administrator
27 E. Vermijo Avenue
Colorado Springs, Colorado 80903

With a copy to:

Office of the County Attorney
27 E. Vermijo Avenue
Colorado Springs, CO 80903
Telephone: (719) 520-6485
Fax: (719) 520-6487

To Grantee at:

Pikes Peak or Bust Rodeo Foundation
C/o Rob Alexander
421 N. Tejon St.
Colorado Springs, CO 80903

With a copy to:

Edwards & Sabo, LLP
128 S. Tejon, Suite 310
Colorado Springs, CO 80903
Attn: John W. Sabo, III, Esq.
Telephone: (719) 634-6620
Fax: (719) 634-3142
E-Mail: jwsabo@bestlawllp.com

or such other address as any Party may designate to the other Parties hereto in accordance with the aforesaid procedure. All notices and other communications shall be deemed to have been given on the date sent if the notice is delivered by electronic facsimile transmission, three days after deposit in the United States mail or one day after deposit with an overnight courier service, as the case may be.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement to be executed as of the date first written above.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EL PASO, STATE OF COLORADO, Grantor

By: _____
Chair or Vice-Chair

(SEAL)

ATTEST:

_____
Deputy Clerk to the Board

APPROVED AS TO FORM:

_____
Office of the County Attorney

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

The foregoing Instrument was acknowledged before me this 7TH day of January 2005 by Chuck Brown, Chairman, Board of County Commissioners of the County of El Paso, State of Colorado, as attested to by Eileen Wheeler, Deputy County Clerk.

Witness my hand and official seal.

My commission expires: 6/25/2008

L. R. POOL
NOTARY PUBLIC
STATE OF COLORADO

_____
Notary Public

MY COMMISSION EXPIRES
06/25/2008

PIKES PEAK OR BUST RODEO FOUNDATION,
A COLORADO NON-PROFIT CORPORATION,
Grantee

By: _____
Robert M. Alexander,
Vice-Chairman

(Seal)

APPROVED AS TO FORM:

John W. Sabo III,
Attorney for the Grantee

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

The foregoing Instrument was acknowledged before me this 7th day of January 2005 by Robert M. Alexander, Vice-Chairman, Pikes Peak or Bust Rodeo Foundation, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 6/25/2008

L R POOL
NOTARY PUBLIC
STATE OF COLORADO

Notary Public

MY COMMISSION EXPIRES
06/25/2008

END OF INSTRUMENT

EXHIBIT A

LAND DESCRIPTION–PARCEL A:

A tract of land located in a portion of the Southwest One-quarter (SW1/4) of Section 13, the Southeast One-quarter (SE1/4) of Section 14, the Northeast One-quarter (NE1/4) of Section 23 and the Northwest One-quarter (NW1/4) of Section 24, Township 14 South (T14S), Range 67 West (R67W) of the 6TH P.M., City of Colorado Springs, County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the West One-quarter (W1/4) corner of said Section 24; Thence N01°40'57"E along the West line of said Section 24, a distance of 1445.74 feet to the Point of Beginning of the tract of land herein described:

Thence N70°07'16"W, a distance of 161.02 feet; Thence N57°50'11"W, a distance of 28.31 feet; Thence N83°47'40"W, a distance of 68.34 feet; Thence N56°12'59"W, a distance of 99.37 feet; Thence N70°37'37"W, a distance of 67.25 feet; Thence N04°29'18"E, a distance of 383.32 feet; Thence N85°51'04"W, a distance of 217.29 feet; Thence N01°40'57"E, a distance of 297.17 feet; Thence S88°27'30"E, a distance of 264.68 feet; Thence N02°11'48"E along the East line of said tract, a distance of 363.15 feet to a point on the Southerly Right-of-Way of West Rio Grande Street, being also the Southwesterly line extended of Tract A, Crown Hill Mesa Subdivision Filing No.1, recorded under Reception No. 99015212 in the records of said County; Thence along said Tract A, the following three (3) courses:

1.) on the arc of a non-tangential curve to the left, having a central angle of 19°09'48", a radius of 360.00 feet, an arc length of 120.41 feet, whose chord bears N53°37'16"E;

2.) Thence N44°02'22"E, a distance of 61.68 feet;

3.) Thence N87°29'28"E, a distance of 29.04 feet

to the Northeast corner of said Tract A, being also a point on the Southerly Right-of-Way line of Lower Gold Camp Road; Thence along said Southerly Right-of-Way line on the arc of a curve to the left, having a central angle of 39°05'01", a radius of 740.00 feet, an arc length of 504.78 feet, whose chord bears S69°22'18"E; Thence S01°05'02"W, a distance of 4.73 feet to a point on the Southerly Right-of-Way line of West Rio Grande Street; Thence along said Southerly Right-of-Way line, the following six (6) courses:

1.) S88°01'30"E, a distance of 279.31 feet;
2.) Thence S45°26'19"E, a distance of 838.68 feet;
3.) Thence along the arc of a non-tangential curve to the left, having a central angle of 41°56'44", a radius of 507.47 feet, and arc length of 371.51 feet, whose chord bears S65°54'43"E;
4.) Thence S87°26'19"E, a distance of 400.00 feet;
5.) Thence along the arc of a non-tangential curve to the left, having a central angle of 47°58'09", a radius of 507.47 feet, an arc length of 424.86 feet, whose chord bears N88°31'10"E;
6.) Thence N45°07'25"E, a distance of 77.06 feet

to the Northwest corner of Bruno Subdivision as recorded in Plat Book E at Page 181 in the records of said County; Thence S01°35'52"E along the West line of said Subdivision, a distance of 297.66 feet; Thence S84°22'57"W, a distance of 88.50 feet; Thence S34°15'34"W, a distance of 162.95 feet; Thence S55°35'42"W, a distance of 97.21 feet; Thence S62°05'09"W, a distance of 56.64 feet; Thence S76°36'11"W, a distance of 153.33 feet; Thence N75°55'19"W, a distance of 256.92 feet; Thence S26°55'04"W, a distance of 219.55 feet; Thence S11°25'26"W, a distance of 709.87 feet; Thence S23°55'23"W, a distance of 40.35 feet; Thence N59°24'07"W, a distance of 240.07 feet; Thence N45°50'50"W, a distance of 359.64 feet; Thence N43°00'20"W, a distance of 229.90 feet; Thence N62°05'53"W, a distance of 160.91 feet; Thence N57°42'50"W, a distance of 93.71 feet; Thence N45°58'33"W, a distance of 40.43 feet; Thence N77°58'46"W, a distance of 57.52 feet; Thence S82°30'21"W, a distance of 48.72 feet; Thence N76°12'55"W, a distance of 109.43 feet; Thence N72°02'35"W, a distance of 194.10 feet; Thence N70°07'16"W, a distance of 158.06 feet to the Point of Beginning.

Excepting that portion of Rio Grande Street located south of Tract A of said Crown Hill Mesa Subdivision Filing No.1, being not presently vacated.

Said tract contains 60.678 Acres more or less.

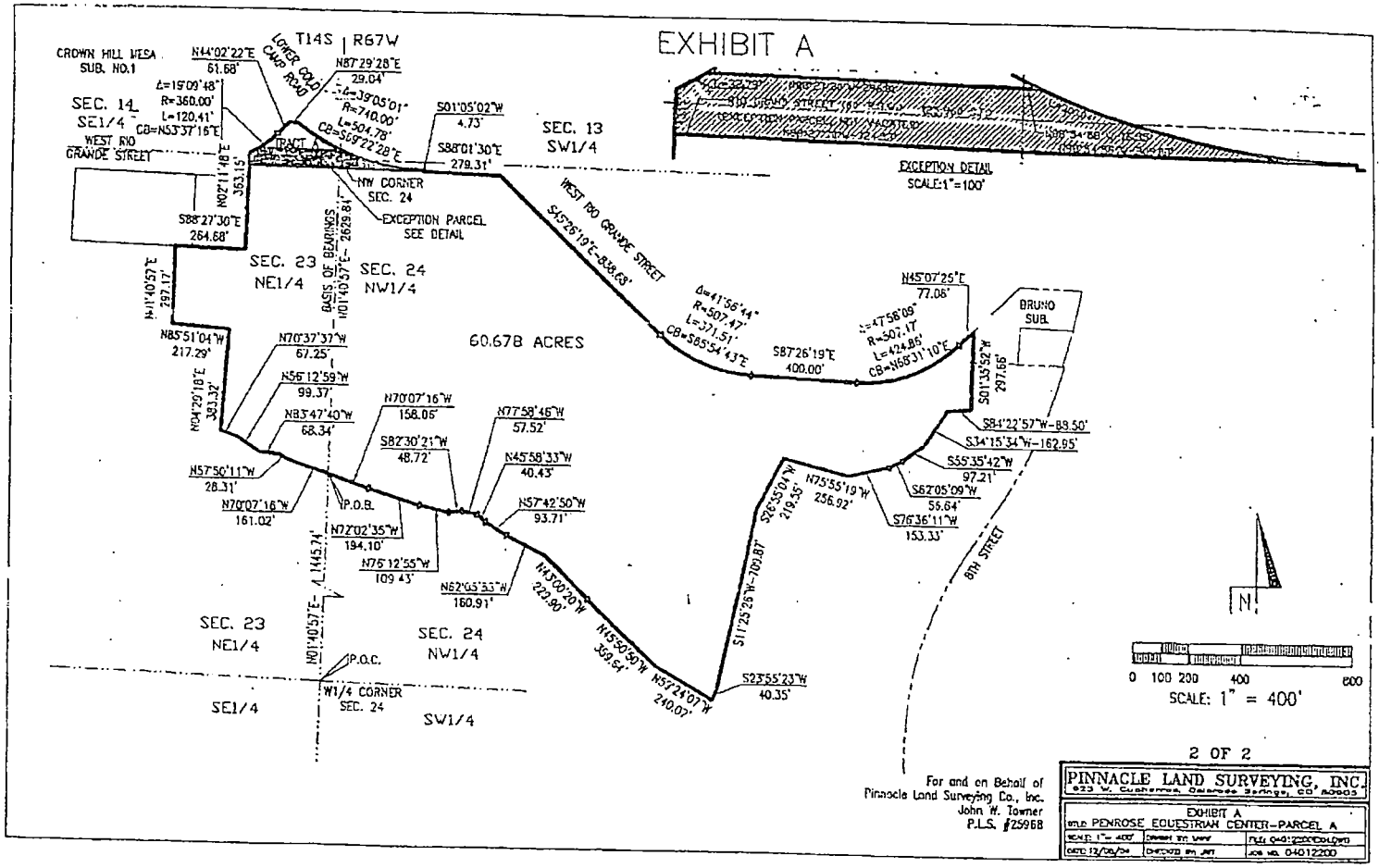
BASIS OF BEARINGS:

The Basis of Bearings for this survey are based upon the West line of the Northwest One-quarter (NW1/4) of Section 24, T14S, R67W of the 6TH P.M., County of El Paso, State of Colorado, as described in Correction Deed, recorded July 08, 1999 under Reception No. 099109850 in the records of the Clerk and Recorders Office of said County. Said line bears N01°40'57"E, a distance of 2629.84 feet calculated.

For and on Behalf of
Pinnacle Land Surveying Co., Inc.
John W. Towner
P.L.S. #25968

PINNACLE LAND SURVEYING, INC. 926 W. Cheyenne, Colorado Springs, CO 80906		
EXHIBIT A		
PROJ: PENROSE EQUESTRIAN CENTER–PARCEL A		
SCALE: 1"= 400'	DRAWN BY: MAW	FILE: 04012700CDLEGE
DATE: 12/08/04	DESIGNED BY: JWT	JOB NO. 04012700

EXHIBIT A



2 OF 2

For and on Behalf of
Pinnacle Land Surveying Co., Inc.
John W. Towner
P.L.S. #25968

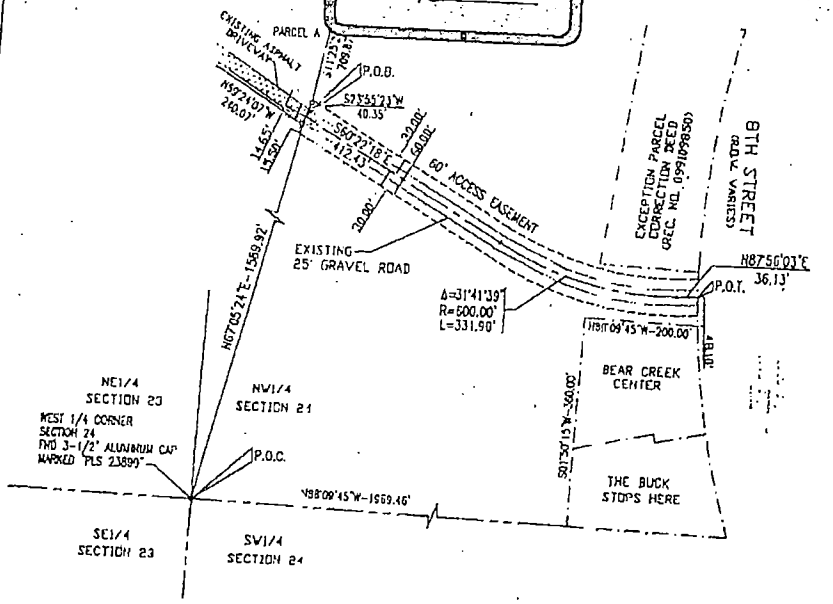
PINNACLE LAND SURVEYING, INC.
623 W. Cuthrie, Colorado Springs, CO 80905

EXHIBIT A
and PENROSE EQUESTRIAN CENTER–PARCEL A

SCALE: 1"= 400'	DRAWN BY: MWW	FILE: 04012200CDLDWG
DATE: 12/06/04	CHECKED BY: JWT	JOB NO. 04012200

EXHIBIT

B



ACCESS EASEMENT

A tract of land located in the Northwest One-quarter (NW1/4), Section 24, T14S, R67W of the 6TH P.M., City of Colorado Springs, County of El Paso, State of Colorado, being more particularly described as follows:

A sixty foot (60') wide Access Easement for ingress and egress over and across a tract of land as described in Correction Deed, recorded under Reception No. 09919850 in the records of the Clerk and Recorders Office of said County, whose side lines are lengthened or shortened to intersect with the property lines, lying thirty feet (30') each side of the following described Centerline:

Commencing at the West One-quarter (W1/4) corner of said Section 24; Thence N67°05'24"E, a distance of 1589.92 feet to the Point of Beginning of the following described centerline;

Thence S60°22'18"E, a distance of 412.43 feet; Thence along the arc of a curve to the left, having a central angle of 31°41'39", a radius of 600.00 feet, an arc length of 331.90 feet; Thence N87°56'03"E, a distance of 36.13 feet to a point on the Westerly Right-of-Way line of South 8TH Street, being also the Point of Terminus.

Said easement contains 1.075 acres more or less.

N

0 50 100 200 400

SCALE: 1" = 200'

For and on Behalf of
Pinnacle Land Surveying Co., Inc.
John W. Towner
P.L.S. #25968

PINNACLE LAND SURVEYING, INC.
630 W. Cucharras, Colorado Springs, CO 80905

TITLE:	EXHIBIT A RIGHT-OF-WAY EASEMENT
SCALE: 1" = 200'	DRAWN BY: JWT
DATE: 11/10/04	CHECKED BY: JWT
FILE: 04012200EXHB	JOB NO. 04012200

EXHIBIT G

S. 21st STREET
COLORADO SPRINGS, CO 80906

EXHIBIT G

A portion of the southeast ¼ of the southwest ¼ of section 14, township 14 south, range 67 west of the 6th p.m., El Paso County, Colorado, more particularly described as follows:

LEGAL DESCRIPTION (EXHIBIT G)

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4, RUN THEN SOUTH 89 DEGREES 12 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 109.30 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LINE OF A PERPETUAL RIGHT OF WAY AND EASEMENT FOR ELECTRICAL LINES DESCRIBED IN RIGHT OF WAY DEED RECORDED IN BOOK 2524 AT PAGE 150; THENCE NORTH 0 DEGREES 0 MINUTES 35 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID ELECTRICAL R.O.W., A DISTANCE OF 1250.00 FEET, MORE OR LESS; THENCE SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST ON A LINE 80 FEET SOUTH OF AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 340.0 FEET MORE OR LESS, TO A POINT 50 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD KNOWN AS THE LOWER GOLD CAMP ROAD; THENCE WESTERLY, PARALLEL TO AND 50 FEET SOUTH OF THE SOUTHERLY R.O.W. LINE OF LOWER GOLD CAMP ROAD, A DISTANCE OF 905.0 FEET, MORE OR LESS, TO INTERSECT THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AT A POINT 124.46 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREES 35 MINUTES 36 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1209.29 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 12 MINUTES 39 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 1205.85 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO, EXCEPTING ANY PORTION THEREOF LYING WITH PUBLIC ROADS AND EXCEPT ANY PORTION CONVEYED BY PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION RECORDED MAY 20, 2005 AT RECEPTION NO. 205073392.

B-2 EXCEPTIONS (EXHIBIT G)

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED DECEMBER 15 1870 IN BOOK 45 AT PAGE 17.

9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION ORDINANCE RECORDED JULY 18, 1967 IN BOOK 2189 AT PAGE 518.

10. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 19, 1972, IN BOOK 2524 AT PAGE 150.

11. RESERVATIONS AS CONTAINED IN QUIT-CLAIM DEED RECORDED DECEMBER 31, 1973 IN BOOK 2647 AT PAGE 213.

12. RIGHT OF WAY EASEMENT AS GRANTED TO DAVID R. SELLON AND COMPANY IN INSTRUMENT RECORDED MARCH 14, 1985, IN BOOK 3983 AT PAGE 557.

13. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 14, 1985, IN BOOK 3983 AT PAGE 560.

14. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 20, 1985, IN BOOK 3985 AT PAGE 921.

15. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAR CREEK AS THE SAME MAY COURSE THROUGH THE SUBJECT PREMISES AS EVIDENCED BY EL PASO COUNTY ASSESSOR'S MAP.

16. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE CONSERVATION EASEMENT FROM EL PASO COUNTY PARK AND RECREATION DISTRICT, OF EL PASO COUNTY, COLORADO TO THE PALMER LAND TRUST RECORDED Dec 22, 2014 AT RECEPTION NO. 214117451

to be the person described in and who executed the above letter of Attorney, and acknowledged the same to be his free act and deed.

Geo. A. Shaw
Notary Public
Wayne Co
Michigan

No. $100

State of Michigan }
County of Wayne } ss

I, Robert A. Liggett, Clerk of said County and Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a Seal, do hereby certify, that George A. Shaw whose name is subscribed to the Certificate or proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for said County duly commissioned, qualified and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to the said Certificate or proof of acknowledgment is genuine. And further certify, that said instrument is executed and acknowledged according to the laws of this State.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this Twelfth day of November A.D. 1850

Robert A. Liggett Clerk
By Hector J. Crane Deputy Clerk

Circuit Court }
County of Wayne }
Seal

Power of Attorney
Miss Christiana Hetch
To
Miss Mary G. Adee
File for Record
at 10½ A.M. Aug. 1881
C. Eaton Recorder

Know all men by these Presents: That I, Christiana Hetch of the City, County and State of New York do hereby make, constitute and appoint Mary G. Adee of Colorado Springs, El Paso County, Colorado, my true and lawful attorney for me and in my name to grant, bargain, sell and convey and all lands, tenements and hereditaments in the State of Colorado or any part thereof belonging to me, for such price and on such terms as to her shall seem meet and for me and in my name to make, execute, acknowledge and deliver good and sufficient deeds of conveyance for the same, with or without covenants and warranty. To ask, demand, distrain for, collect and receive all rents and arrears of rents as now due or may hereafter be due or owing to me from any tenant or occupants of any of said lands, tenements and hereditaments belonging to the Grantor, or thereof to give proper acquittance and discharge therefor. And to execute deed, assignment or transfer of all stock or shares of stock of any Company or Corporation situate or doing business in the said State of Colorado and standing in my name on the books of the said Companies, and to receive the dividends which are or shall be payable to me by any of the said Companies and to give receipt therefor and to do and to perform all the necessary acts in execution and prosecution of the aforesaid business in as full and ample a manner as I might do if I were present.

In witness whereof I have hereunto set my hand and seal this fourth day of May, one thousand eight hundred and eighty.

In the presence of
Leicester P. Horine
Christiana Welsh (Seal)

State, City and County of New York }

Be it known that on this day of May, 1880 before me the Subscriber, personally came Christiana Welsh to me personally known and to me known to be the same person described in and who executed the ensuing written and acknowledged the execution thereof to be her free act and deed for the uses and purposes mentioned therein.

Witness my hand and seal the day and year first above written.

Leicester P. Horine
Notary Public (65)
(N.Y.)

State of New York }
City and County of New York } ss

I, William A. Butler, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify, that Leicester P. Horine whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and therein written, was, at the time of taking such proof and acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine. And further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County of the 1st day of May 1880.

Wm. A. Butler Clerk

Supreme Court }
New York County } Seal

Received at 2:46 o'clock P. M. JUL 18 1967

Reception No. 550155 HARRIET BEALS

BOOK 2189 PAGE 518

AN ORDINANCE ANNEXING TO THE CITY OF COLORADO SPRINGS THAT TERRITORY SOMETIMES KNOWN AS TWENTY-FIRST STREET ADDITION NO. 3 AND HEREIN-AFTER SPECIFICALLY DESCRIBED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. A petition for the annexation of that certain territory hereinafter described having been filed with the City Clerk and the Council having found and determined that said petition is in substantial compliance with Chapter 306 of the Session Laws of Colorado, 1965, said chapter known as the Municipal Annexation Act of 1965, that the petition conforms with the requirements of said Act, that said territory is eligible for annexation to the City of Colorado Springs and that said petition is signed by the owners of 100% of the property and territory proposed to be annexed, the annexation of said territory described as follows, to-wit:

That portion of the East 1/2 of the Southwest 1/4 of Section 14, T 14 S, R 67 W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at a point of intersection with the South line of 21st Street Industrial Park Subdivision, El Paso County, and the North-South Centerline of said Section 14, thence Westerly on said South line 42.49 feet, thence angle right on said South line and on a curve to the left, said curve having a central angle 6°23'09", a radius of 428.34 feet, an arc length of 47.74 feet to a point, thence continue Westerly on said South line and on a curve to the left, said curve having a central angle of 25°36', a radius of 666.20 feet, an arc length of 297.66 feet to a point of tangency, thence continue Southwesterly on the tangent to the last mentioned curve, 11.70 feet, thence angle right 90°00' Northwesterly 100.00 feet to the North R.O.W. line of the Gold Camp Road, thence angle left Southwesterly on said North R.O.W. line to a point of intersection with the North line of the SE 1/4, SW 1/4, said Section 14, thence angle right Easterly on said North line to the Northwest corner of the SE 1/4, SW 1/4, said Section 14, thence angle left Southerly on the West line of said SE 1/4, SW 1/4 Section 14, 1333.76 feet to

the Southwest corner of said SE 1/4, SW 1/4, Section 14, ~~thence angle left~~ Easterly on the South line of said SE 1/4, SW 1/4, 1328.89 feet to the Southeast corner of said SE 1/4, SW 1/4, thence angle left Northerly on the East line of said SE 1/4, SW 1/4, ~~1326.55 feet~~ to the point of beginning and containing 41.20 acres more or less.

is hereby accepted and approved and upon the effective date of this ordinance, the annexation of said land and territory hereinabove described shall be complete and said land shall become a part of the City of Colorado Springs for all intents and purposes with the exception of general taxation, in which respect said annexation shall not be effective until on and after January 1, next ensuing; provided, however, that said territory is subject to and shall comply with the special terms and conditions of annexation, including covenants to pay drainage and public space fees, covenants to deed any required utility easements, covenants regarding curb, gutter, paving and sidewalk improvements in keeping with the development plan of the area, and provided further that it is subject to and shall comply with any and all other ordinances in any way affecting said land and territory. This ordinance and the annexation of the territory hereinabove described are in conformity with the written agreement of the owners of the said territory concerning conditions of annexation.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication, as provided by the Charter.

Introduced, read, passed on first reading and ordered published this 27th day of June, 1967.

Eugene McCleary
Mayor and President of the Council

COLORADO SPRINGS INCORPORATED SEAL COLORADO

R. E. Parker
City Clerk

Finally read, passed, adopted and approved this 11th day of July, 1967.

Mayor and President of the Council

ATTEST:

City Clerk

I HEREBY CERTIFY, that the foregoing ordinance entitled "AN ORDINANCE ANNEXING TO THE CITY OF COLORADO SPRINGS THAT TERRITORY SOMETIMES KNOWN AS TWENTY-FIRST STREET ADDITION NO. 3 AND HEREINAFTER SPECIFICALLY DESCRIBED" was introduced and read at a regular meeting of the City Council of the City of Colorado Springs, held on June 27, 1967; that said ordinance was passed at a regular meeting of the City Council of said City, held on the 11th day of July, 1967 and that the same was published in full in the Gazette Telegraph, a newspaper published and in general circulation in said City, at least ten days before its passage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this 11th day of July, 1967.

City Clerk

Received at 6:22 o'clock A M. SEP 19 1972

Reception No. 919264 HARRIET OEALS

BOOK 2524 PAGE 150

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100ths DOLLARS ($1.00), in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", do hereby grant, sell, and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

1. Over and across a portion of the Southeast quarter of the Southwest quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado.

   Said Right of Way and Easement to be fifty (50) feet in width, described as follows:

   Beginning at a point on the South line of said Section 14, a distance of 59.30 feet Westerly thereon from the Southeast corner of the Southwest quarter; Course No. 1: thence Northerly on the Westerly right of way line of South 21st Street as presently traveled, a distance of 1,276 feet more or less to the South line of the existing cemetery as presently located, said cemetery being defined as being 21 feet (North-South) by 37 feet (East-West) lying Southerly of and adjacent to a line drawn 30 feet Southerly from and parallel with the North line of the Southeast quarter of the Southwest quarter of said Section 14, and Westerly of and adjacent to the Westerly right of way line of South 21st Street as presently traveled; Course No. 2: thence Westerly on the Southerly line of said cemetery, 37 feet to the Southwest corner thereof; Course No. 3: thence Northerly on the Westerly line of said cemetery, 21 feet to the Northwest corner thereof; Course No. 4: thence Westerly on a line 30 feet Southerly from and parallel with the Northerly line of said Southeast quarter of the Southwest quarter of said Section 14, a distance of 350 feet more or less to intersect the Southerly right of way line of the County Road known as the Lower Gold Camp Road; Course No. 5: thence Westerly on said Southerly line, a distance of 900 feet more or less to intersect the Westerly line of said Southeast quarter of the Southwest quarter; Course No. 6: thence Southerly on said Westerly line 50 feet to intersect a line drawn 50 feet Southerly from and parallel with the Southerly line of said County Road; Course No. 7: thence Easterly, 50 feet Southerly from and parallel with Course No. 5 as hereinabove described, a distance of 905 feet more or less to intersect a line drawn 50 feet Southerly from and parallel with Course No. 4 as hereinabove described; Course No. 8: thence Easterly, 50 feet Southerly from and parallel with the aforementioned Course No. 4, a distance of 340 feet more or less to intersect a line drawn 50 feet Westerly from and parallel with Course No. 1 hereinabove described; Course No. 9: thence Southerly on a line 50 feet Westerly from and parallel with said Course No. 1, a distance of 1,250 feet more or less to intersect the aforementioned South line of said Section 14; Course No. 10: thence Easterly on said Southerly line, 50 feet to the point of beginning.

2. Over and across a portion of the Northwest quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, described as follows:

Beginning at a point on the North line of said Section 23, a distance of 59.30 feet Westerly thereon from the Northeast corner of the Northwest quarter of said Section 23, thence S 1°18'42" W, a distance of 120.00 feet; thence S 89°29'35" W, a distance of 120.00 feet; thence N 1°18' 42" E, a distance of 120.00 feet; thence N 89°29'35" E, a distance of 120.00 feet to the point of beginning.

3. Over and across a portion of the Southeast quarter of Section 15, Township 14 South, Range 67 West of the 6th P.M., El Paso County, described as follows:

An easement for utility purposes over and across a strip of land 80.00 feet in width and lying 40.00 feet on each side of the following described centerline: Commencing at the point of intersection of the East line of said Section 15 with the Southerly line of Lower Gold Camp Road; thence Northwesterly on the Southerly line of said Lower Gold Camp Road, a distance of 53.40 feet to the point of beginning of the centerline of said utility easement; thence angle left 49°16'00" Southwesterly, a distance of 620 feet more or less to intersect the existing electrical line right of way and easement identified as "No. 5", recorded in Book 2427 at Page 26 of the records of El Paso County, Colorado, and the terminus of the centerline of said utility easement, extending or shortening the side lines of said 80 foot strip to terminate at the Southerly line of the aforementioned Lower Gold Camp Road, and extending or shortening the side lines of said 80 foot strip to terminate at the Northerly line of said right of way described in said Book 2427 at Page 26.

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance, or operation of said lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance and operation of said lines.

IN WITNESS WHEREOF, the undersigned have hereunto set his hand and seal, this 11th day of September, A.D. 1972.

EL PASO COUNTY

By _____
Chairman of the Board of County Commissioners and
Commissioner to Convey

EL PASO COUNTY SEAL

ATTEST:

_____
Deputy Clerk and Recorder

STATE OF COLORADO)
COUNTY OF EL PASO) ss

The foregoing instrument was acknowledged before me this 11th day of September, 1972, by James R. Ross, Commissioner to Convey, as Chairman of the Board of County Commissioners and Norman C. Footo as Deputy Clerk and Recorder of El Paso County.

_____
Notary Public

My Commission Expires:
March 2, 1976.

Received at 10:20 o'clock A M. DEC 31 1973

Reception No. 41103 HARRIET BEALS

BOOK 2647 PAGE 213

No description found

QUIT-CLAIM DEED

This Indenture made this 28th day of December, 1973, between the County of El Paso, State of Colorado, party of the first part, and the El Paso County Park and Recreation District, of El Paso County, Colorado, party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration receipt of which is hereby acknowledged, does hereby release, remise, and quitclaim unto the party of the second part, its successors and assigns forever the following described real property situated in the County of El Paso and State of Colorado, to-wit:

Parcels 1 through 5 as described in Exhibit A attached hereto.

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed, sealed and delivered the day and year first above written.

EL PASO COUNTY SEAL

ATTEST:

Harriet Beals
County Clerk

Chairman, Board of County Commissioners
of El Paso County, Colorado

STATE DOCUMENTARY
DEC 31 1973
FEE $ none

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 28th day of December, 1973, by John B. Vueth as Chairman of the Board of County Commissioners and by Harriet Beals as County Clerk.

My commission expires: March 2, 1976.

Verna M. Fischer
Notary Public

VERNA M. FISCHER NOTARY PUBLIC STATE OF COLORADO

Parcel No 1

A portion of the S 1/2 of Sec. 15, T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the SE corner of said Sec. 15, run thence N0°-09'W along the East line thereof, a distance of 1766.70 feet to the intersection of the Southerly R.O.W. line of a county road known as Lower Gold Camp Road and the Southeasterly line of a perpetual Right of Way and Easement for electrical lines described in Book 2427 at Page 27, said Right of Way being modified by Quitclaim Deed recorded in Book 2524 at Page 147 and yet further modified by Right of Way Deed recorded in Book 2524 at Page 150; thence S63°-49'W along the SE line of said electrical R.O.W., a distance of 667.66 feet; thence N80°-52'-23"W along the Southerly line of said electrical R.O.W., a distance of 2553.71 feet, more or less, to intersect the Easterly R.O.W. line of a county road known as Bear Creek Road; thence S10°-27'-30"W along the Easterly right of way line thereof, a distance of 375.72 feet; thence S41°-15'W continuing along the Easterly right of way line of said Bear Creek Road, a distance of 1191.4 feet to the most Northerly corner of the tract heretofore conveyed to W. R. Nisler and Lelia M. Nisler and recorded in Book 1254 at Page 291; thence S41°-00'E, a distance of 150.0 feet; thence S40°-00'W, a distance of 85.0 feet; thence S45°-00'W, a distance of 122.0 feet; thence S40°-00'W, a distance of 748.8 feet to a point on the South line of said Sec. 15; thence N88°-12'-12"E along the South line thereof, a distance of 4588.75 feet, more or less, to the point of beginning, excepting therefrom all rights of way and easements of record.

Parcel No. 2

A portion of the SE 1/4 of the SW1/4 of Sec. 14, T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the SE corner of said SW1/4, run thence S89°-12'-39"W along the South line thereof, a distance of 109.30 feet to the Point of Beginning, said point being on the Westerly line of a perpetual Right of Way and Easement for electrical lines described in Right of Way Deed recorded in Book 2524 at Page 150; thence N0°-0'-35"E, along the Westerly line of said electrical R.O.W., a distance of 1250.0 feet, more or less; thence S89°-25'-30"W on a line 80 feet South of and parallel to the Northerly line of said SE1/4 of the SW1/4, a distance of 340.0 feet more or less, to a point 50 feet South of the Southerly Right of Way line of a county road known as the Lower Gold Camp Road; thence Westerly, parallel to and 50 feet South of the Southerly R.O.W. line of Lower Gold Camp Road, a distance of 905.0 feet, more or less, to intersect the West line of SE1/4 of the SW1/4 at a point 124.46 feet South of the NW corner thereof; thence S0°-35'-36"E along the West line thereof, a distance of 1209.29 feet to the SW corner of said SE1/4 of the SW1/4; thence N89°-12'-39"E along the South line of said Sec. 14, a distance of 1205.05 feet to the point of beginning, excepting therefrom all rights of way and easements of record.

Parcel No. 3

A portion of the E1/2 of the NW1/4 of Sec. 23, T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the NE corner of said NW1/4; thence S89°-12'-39"W, along the North line thereof, a distance of 179.30 feet to the Point of Beginning; thence continue S89°-12'-39"W along said North line, a distance of 1135.85 feet to the NW corner of the NE1/4 of said NW1/4; thence Southerly along the West line of the E1/2 of said NW1/4, a distance of 1484.04 feet, more or less, to the Northerly R.O.W. line of a county road known as Argus Blvd.; thence Easterly along said Northerly R.O.W. line, a distance of 1245.67 feet, more or less, to intersect the Westerly R.O.W. line of a county road known as 21st Street, said Westerly R.O.W. line being 70.0 feet West of the East line of said NW1/4; thence N1°-22'-46"W, a distance of 1078.73 feet along said Westerly R.O.W. line; thence N0°-6'-14"E, a distance of 293.0 feet, more or less, along said Westerly R.O.W. line to a point on the South line of a perpetual Right of Way and Easement for electrical lines, described by Right of Way Deed recorded in Book 2524 at Page 150; thence S89°-12'-39"W along said South line, a distance of 120.0 feet; thence N0°-6'-14"E, along the Westerly line thereof, a distance of 120.0 feet to the point of beginning, excepting therefrom all rights of way and easements of record.

Parcel No. 4 BOOK 2647 PAGE 217

A portion of Bear Creek Gardens Subdivision, El Paso County, Colorado, situated in the SE1/4 of the NW1/4 of Sec. 23, T14S, R67W of the 6th P.M., El Paso County, Colorado, to-wit:

Lots 5, 6, 7, 8, 9 and 10 and the Southerly 40 feet of lots 4 and 11, more particularly described as follows: Commencing at the SE corner of said NW1/4, run thence Westerly along the South line of the SE1/4 of the NW1/4, a distance of 70.0 feet to the Point of Beginning, said point being on the Westerly R.O.W. line of a county road known as 21st Street; thence continue Westerly along said South line, a distance of 1246.0 feet, more or less, to the SW corner of said SE1/4 of the NW1/4; thence Northerly along the West line of said SE1/4 of the NW1/4, said line being common with the Easterly boundry of Skyway Park Estates, a distance of 1030.00 feet to the Southerly R.O.W. line of a county road known as Argus Blvd.; thence Easterly along the Southerly R.O.W. line of said Argus Blvd., a distance of 1245.67 feet, more or less, to intersect the Westerly R.O.W. line of said 21st Street, said Westerly R.O.W. line being 70.0 feet Westerly of the East line of said SE1/4 of the NW1/4; thence S1°-22'-46"E, along the Westerly R.O.W. line, a distance of 1030.0 feet to the point of beginning, excepting therefrom rights of way and easements of record.

That portion of the NE1/4 of Sec. 23 in T14S, R67W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the NW corner of the NE1/4 of said Sec. 23, thence N88°-13'-14"E along the north line thereof, a distance of 10.0 feet; thence S1°-22'-46"E, a distance of 1000.00 feet to a point on the easterly R.O.W. line of a county road known as 21st Street, said point being the point of beginning; thence continue along said Easterly R.O.W. line, S1°-22'-46"E, a distance of 1621.59 feet to a point on the South line of said NE1/4, said point being 10.0 feet East of the SW corner thereof; thence N88°-24'-35"E along the South line thereof, a distance of 2605.83 feet to the SE corner of said NE1/4; thence N1°-38'W along the East line thereof, a distance of 1355.96 feet to the SE corner of that certain tract heretofore conveyed to the city of Colorado Springs, Colorado by virtue of deed recorded in Book 791 at Page 209; thence S83°-48'W, a distance of 325.4 feet to the SW corner of said city tract, thence N1°-38'W along the Westerly line of said city tract, a distance of 1219.24 feet to a point 80 feet South of the North line of said Section 23; thence S88°-13'-14"W, parallel to and 80 feet Southerly of the North line of said Sec. 23, a distance of 1270.20 feet; thence S1°-22'-46"E, a distance of 920.0 feet; thence S88°-13'-14"W, a distance of 1000.0 feet to the point of beginning, reserving an easement for a sewer line across and under the subject property, including access for repairs, maintenance and taps, and excepting therefrom all rights of way and easements of record.

ALL RECORDED DOCUMENTS REFERRED TO IN THIS DEED ARE TO BE FOUND IN THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO.

01225455 1985 MAR 14 PM 12:55 BOOK 3983 PAGE 557
ARDIS W. CORNITT
El Paso County Clerk & Recorder

Free

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, (hereinafter "Board") and DAVID R. SELLON & COMPANY, a Colorado corporation with its principal offices at 225 East Cheyenne Mountain Boulevard, Colorado Springs, Colorado 80906 (hereinafter "Sellon").

R E C I T A L S:

A. SELLON is in the process of developing a tract of land located within the City of Colorado Springs, El Paso County, Colorado.

B. In approving the development plan of SELLON, the CITY OF COLORADO SPRINGS has requested a construction of both an underground storm sewer and underground sanitary sewer across Bear Creek Park which property is owned by the COUNTY OF EL PASO.

C. The BOARD is agreeable to providing an easement for storm and sanitary sewer purposes under the terms and conditions as contained in this Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL CONSIDERATIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Based upon the conditions contained herein, the COUNTY shall grant a perpetual subsurface easement to the CITY OF COLORADO SPRINGS for storm and sanitary sewer purposes, which easement shall be in the form attached to this Agreement and incorporated herein by reference.

2. The agreement and obligations of the COUNTY to grant an easement to the CITY OF COLORADO SPRINGS is conditioned upon the following:

a. all storm drainage must be transported through underground piping of adequate size to minimize any potential repair and maintenance; and, in the eventuality that velocity dissapators and/or de-sanding structures would be required, the same would be located on the developed property and would not be located upon park property;

b. the location and alignment of the underground storm and sanitary sewers must be approved and be in accordance with EL PASO COUNTY PARK staff recommendations;

c. all construction work related to the construction of the storm and sanitary sewer must be commenced and completed within one year of the date of

approval for the easement; and, in the eventuality that construction is not completed in within one (1) year from the date of the grant of easement, then said easement shall revert to El Paso County;

d. although the City of Colorado Springs will have the responsibility of approving the design and specifications of the storm and sanitary sewer and will have the responsibility of maintenance for the same, nonetheless, the EL PASO COUNTY PARK DEPARTMENT shall have the right to review all drawings and specifications making comments thereon before commencement of construction and shall further indicate their approval by signing a standard form cover letter or cover sheet;

e. the staff of the COUNTY must approve and agree to any stream crossings made for utilities or vehicular maintenance purposes; and

f. the CITY OF COLORADO SPRINGS will contact and coordinate with the COUNTY PARK DEPARTMENT prior to any routine maintenance and repair and, in the case of emergency repairs, will contact the PARK DEPARTMENT immediately following such emergency repairs; the CITY OF COLORADO SPRINGS shall adequately revegetate and restore easement areas following any maintenance or repairs, to the satisfaction of the BOARD OF COUNTY COMMISSIONERS.

3. The obligations of SELLON pursuant to this Agreement are as follows:

a. insure that proper engineering is required so that an adequate pipe size would be utilized that would minimize any potential repair and maintenance due to sanding and siltation;

b. commence and complete all construction within one year from the grant of the easement;

c. post a letter of credit in favor of the COUNTY to insure the completion of construction and the proper and adequate revegetation and restoration of the easement areas with such restoration and revegetation and implementations to be as specified by the COUNTY PARKS DEPARTMENT. The letter of credit would be posted for two (2) years for the date of the grant of the easement. Revegetation shall include erosion devices and erosion matting to protect any disturbed areas;

d. to prepare the engineering criteria, plans, specifications for all easement work, including,

but not limited to piping, manholes, creek crossing, outfall protection and structures, fill and backfill, compaction, inlet structures, restoration and revegetation;

e. to see that the necessary funds are paid to the COUNTY OF EL PASO for the cost of such easement in the amount of TWELVE THOUSAND AND 00/100 DOLLARS ($ 12,000).

4. This Agreement shall be interpreted according to the laws of the State of Colorado and shall be binding upon successors and assigns.

DATED THE YEAR AND DATE first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman

DAVID R. SELLON & COMPANY

By: _____
David R. Sellon

Free

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the CITY OF COLORADO SPRINGS, a home-ruled city incorporated under the laws of the State of Colorado and located in El Paso County, Colorado, (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and DAVID R. SELLON & COMPANY, a Colorado corporation, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quit claim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

Easement No. 1. A temporary construction easement 35 feet in width for the purposes of construction of an underground sanitary and underground storm sewer system, which easement shall become a 30 foot wide permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary and underground storm sewer, which easement is more particularly described on the attached legal descriptions identified as Legal Description No. 1 and Legal Description No. 3 incorporated herein by reference as though fully set forth.

Easement No. 2. A temporary construction easement 20 feet in width for the purposes of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary sewer which temporary and permanent easements are more particularly described in the attached legal description identified as Legal Description No. 4 incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purposes of all initial construction and shall terminate at the end of the construction period. The permanent easements granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

Easements granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns, provided however, that said easements shall terminate at any time upon their permanent abandonment or if construction does not commence and be completed within one (1) year from the date of this grant.

CONDITIONS

These easements are conditioned upon the CITY OF COLORADO SPRINGS providing all maintenance and repair of the underground sewer and underground storm sewer, which maintenance and repair will consist of revegetation of the easement areas. Except for emergency repairs, the CITY shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the CITY shall restore and revegetate the easement areas in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and DAVID R. SELLON dated of even date.

GRANTEE RIGHTS

The Grantee shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be approved by the BOARD OF COUNTY COMMISSIONERS or other designated representative of the BOARD in order to remove said obstructions.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee; to control and to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

3 14 85

BOOK 3983 PAGE 562

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 7th day of March, 1985, by Terry R. Harris, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: _____.

(SEAL)

NANCY H. BLACKNEY NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

3 14 85

REVISED: November 27, 1984

LEGAL DESCRIPTION NO. 1

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2647 at Page 214 and Book 2781 at Page 133 of the El Paso County Records and located in the Northeast One-Quarter of Section 22 and the Southeast One-Quarter of Section 15, all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Northeast corner of Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records; thence S 00°35'30" (all bearings are relative to said subdivision plat), along the East line of said subdivision, a distance of 128.58 feet to the point of beginning of the easement herein described; thence N 77°14'23" E, a distance of 233.70 feet; thence N 39°00'04" E, a distance of 73.05 feet; thence N 10°55'21" W, a distance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; thence N 86°44'23" E, a distance of 244.26 feet to a point on the West line of that tract of land as described in Book 2113 at Page 393 of said County Records; thence S 00°57'09" E along said West line, a distance of 30.02 feet; thence S 86°44'23" W, a distance of 233.88 feet; thence S 52°45'11" W, a distance of 177.55 feet; thence S 10°55'21" E, a distance of 121.28 feet; thence S 39°00'04" W, a distance of 97.41 feet; thence S 77°14'23" W, a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; thence N 00°35'30" E along said Easterly line, a distance of 30.83 feet to the point of beginning. Said thirty foot wide easement contains 0.61 acres, more or less.

November 28, 1984

LEGAL DESCRIPTION NO. 3

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Southwest corner of said Section 14, (also being the Southwest corner of that tract as described in Book 2113 at Page 393 of said County Records; thence N 00°57'09" W (all bearings used herein are relative to those in Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records), along the West line of said Section 14, a distance of 662.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; thence S 89°59'58" E along the North line of said tract, a distance of 664.7[illegible] feet to a boundary corner of said tract of land as described in Book 2781 at Page 133; thence S 00°14'00" E along the boundary of said tract, a distance of 179.80 feet to the point of beginning of the easement herein described; thence N 50°01'12" E, a distance of 187.15 feet; thence N 79°07'35" E, a distance of 306.63 feet; thence S 0°52'24" E, a distance of 30.00 feet; thence S 79°07'36" W, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to a point on the boundary line of said tract as described in Book 2781 at Page 133; thence N 00°14'00" W along said line, a distance of 39.02 feet to the point of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

November 30, 1984

LEGAL DESCRIPTION NO. 4

20' WIDE SEWER EASEMENT ACROSS PARK PROPERTY:

A twenty (20.00) foot wide perpetual easement for the construction, maintenance and operation of sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2647 at Page 213 through 215 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also being the Southwest corner of that tract of land as described in Book 2113 at Page 393 of said County Records; thence along the West and North boundary of said tract the following two (2) courses: (1) thence N 00°57'09" along the West line of said Section 14, a distance of 662.73 feet; (2) thence S 89°59'58" E, a distance of 664.72 feet to a point on the Northerly boundary of that tract of land as described in Book 2781 at Page 133 of said County Records; thence continuing S 89°59'58" E along said Northerly boundary, a distance of 174.95 feet to the Northwest corner of that tract of land as described in Book 2815 at Page 737; thence S 00°01'11" W along the West line of said tract, a distance of 84.18 feet to a point on the Southerly line of a proposed thirty (30.00) foot wide drainage and sanitary sewer easement; thence N 79°07'36" E along said Southerly line, a distance of 115.09 feet to the point of beginning of the easement herein described; thence continuing N 79° 07'36" E along the last described course, a distance of 24.75 feet; thence S 46°58'15" E, a distance of 171.38 feet; thence S 77°53'27" E, a distance of 193.45 feet; thence S 68°41'03" E, a distance of 71.54 feet; thence N 73°54'57" E, a distance of 288.89 feet; thence N 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a distance of 283.66 feet to a point on the West line of that tract of land as described in Book 2524 at Page 150 of said County Records; thence S 00°34'19" W along said line, a distance of 24.37 feet; thence N 54° 35'26" W, a distance of 294.74 feet; thence N 70°46'07" W, a distance of 491.78 feet; thence S 73°54'57" W, a distance of 289.30 feet; thence N 68°41'03" W, a distance of 276.70 feet; thence N 77°53'27" W, a distance of 197.37 feet; thence N 46°58'15" W, a distance of 191.49 feet to the point of beginning. Said easement contains 0.79 acres, more or less.

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1985 MAR 20 AM 1:20

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 5985 PAGE 521

EASEMENT

THIS GRANT OF EASEMENT is made and executed this 7th day of March, 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinafter "Grantor") to the CITY OF COLORADO SPRINGS, a home-ruled city incorporated under the laws of the State of Colorado and located in El Paso County, Colorado, (hereinafter "Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as a result of a certain Agreement dated of even date between the BOARD OF COUNTY COMMISSIONERS of El Paso County, Colorado, and DAVID R. SELLON & COMPANY, a Colorado corporation, the BOARD OF COUNTY COMMISSIONERS of El Paso County does hereby grant, bargain, sell, convey and quit claim a temporary and permanent easement to the CITY OF COLORADO SPRINGS as hereinafter described and subject to the terms and conditions contained herein.

DESCRIPTION OF EASEMENT

Easement No. 1. A temporary construction easement 35 feet in width for the purposes of construction of an underground sanitary and underground storm sewer system, which easement shall become a 30 foot wide permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary and underground storm sewer, which easement is more particularly described on the attached legal descriptions identified as Legal Description No. 1 and Legal Description No. 3 incorporated herein by reference as though fully set forth.

Easement No. 2. A temporary construction easement 20 feet in width for the purposes of construction of an underground sanitary sewer which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary sewer which temporary and permanent easements are more particularly described in the attached legal description identified as Legal Description No. 4 incorporated by reference as though fully set forth.

PURPOSE OF EASEMENT

The temporary easement granted herein shall be solely for the purposes of all initial construction and shall terminate at the end of the construction period. The permanent easements granted herein shall be for the purposes of maintenance, repair, service and replacement of the underground sanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.

DURATION OF EASEMENT

Easements granted herein shall be perpetual and shall commence from the date of the grant and shall run with the land and be binding upon successors and assigns, provided however, that said easements shall terminate at any time upon their permanent abandonment or if construction does not commence and be completed within one (1) year from the date of this grant.

CONDITIONS

These easements are conditioned upon the CITY OF COLORADO SPRINGS providing all maintenance and repair of the underground sewer and underground storm sewer, which maintenance and repair will consist of revegetation of the easement areas. Except for emergency repairs, the CITY shall give notice to the EL PASO COUNTY PARK DEPARTMENT in order to coordinate all maintenance and repairs. Following all maintenance and repairs, the CITY shall restore and revegetate the easement areas in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and DAVID R. SELLON dated of even date.

GRANTEE RIGHTS

The Grantee shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, controlled or otherwise eliminated in order to remove obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation maintenance and repair of the Grantee's utility system. The Grantee shall have the right to take such corrective measures as may be approved by the BOARD OF COUNTY COMMISSIONERS or other designated representative of the BOARD in order to remove said obstructions.

GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be permitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said easement; and that the present grade or ground level of said easement will not be changed by excavation or filling by more than one (1) foot without the written consent of the Grantee; to control and to the extent reasonably necessary, to prevent the construction or alteration within the limits of said easement, of land fills, land excavations, or water impoundments which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

THIS EASEMENT made and entered into the year and date first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: _____
Chairman and Commissioner to Convey

ATTEST:

Doris Hardy
Deputy County Clerk

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

Subscribed and sworn to before me this 7th day of March, 1985, by Terry R. Harris, Chairman of the El Paso County Board of County Commissioners and attested to by Doris Hardy, Deputy County Clerk.

My Commission Expires: December 28, 1988.

(SEAL)

Nancy H. Blackney
Notary Public

NANCY H. BLACKNEY
NOTARY PUBLIC
STATE OF COLORADO

Approved As to Form:
Asst City Attorney

REVISED: November 27, 1984

LEGAL DESCRIPTION NO. 1

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2647 at Page 214 and Book 2781 at Page 133 of the El Paso County Records and located in the Northeast One-Quarter of Section 22 and the Southeast One-Quarter of Section 15, all in Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Northeast corner of Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records; thence S 00°35'30" (all bearings are relative to said subdivision plat), along the East line of said subdivision, a distance of 128.58 feet to the point of beginning of the easement herein described; thence N 77°14'23" E, a distance of 233.70 feet; thence N 39°00'04" E, a distance of 73.05 feet; thence N 10°55'21" W, a distance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; thence N 86°44'23" E, a distance of 244.26 feet to a point on the West line of that tract of land as described in Book 2113 at Page 393 of said County Records; thence S 00°57'09" E along said West line, a distance of 30.02 feet; thence S 86°44'23" W, a distance of 233.88 feet; thence S 52°45'11" W, a distance of 177.55 feet; thence S 10°55'21" E, a distance of 121.28 feet; thence S 39°00'04" W, a distance of 97.41 feet; thence S 77°14'23" W, a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; thence N 00°35'30" E along said Easterly line, a distance of 30.83 feet to the point of beginning. Said thirty foot wide easement contains 0.61 acres, more or less.

November 28, 1984

LEGAL DESCRIPTION NO. 3

DRAINAGE AND SEWER EASEMENT ACROSS EL PASO COUNTY PARKS:

A thirty (30.00) foot wide perpetual easement for the purposes of construction, maintenance and operation of drainage lines and sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) feet wide during construction with an additional five (5.00) foot wide strip granted for construction along and parallel with the Southerly boundary of the following described thirty (30.00) foot wide easement:

Commencing at the Southwest corner of said Section 14, (also being the Southwest corner of that tract as described in Book 2113 at Page 393 of said County Records; thence N 00°57'09" W (all bearings used herein are relative to those in Skyway Northwest No. 3, Filing No. 1 as recorded in Plat Book X-3 at Page 10 of said County Records), along the West line of said Section 14, a distance of 662.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; thence S 89°59'58" E along the North line of said tract, a distance of 664.72 feet to a boundary corner of said tract of land as described in Book 2781 at Page 133; thence S 00°14'00" E along the boundary of said tract, a distance of 179.80 feet to the point of beginning of the easement herein described; thence N 50°01'12" E, a distance of 187.15 feet; thence N 79°07'36" E, a distance of 306.63 feet; thence [illegible]0°52'24" E, a distance of 30.00 feet; thence S 79°07'36" W, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to a point on the boundary line of said tract as described in Book 2781 at Page [illegible]3; thence N 00°14'00" W along said line, a distance of 39.02 feet to the po[illegible] of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

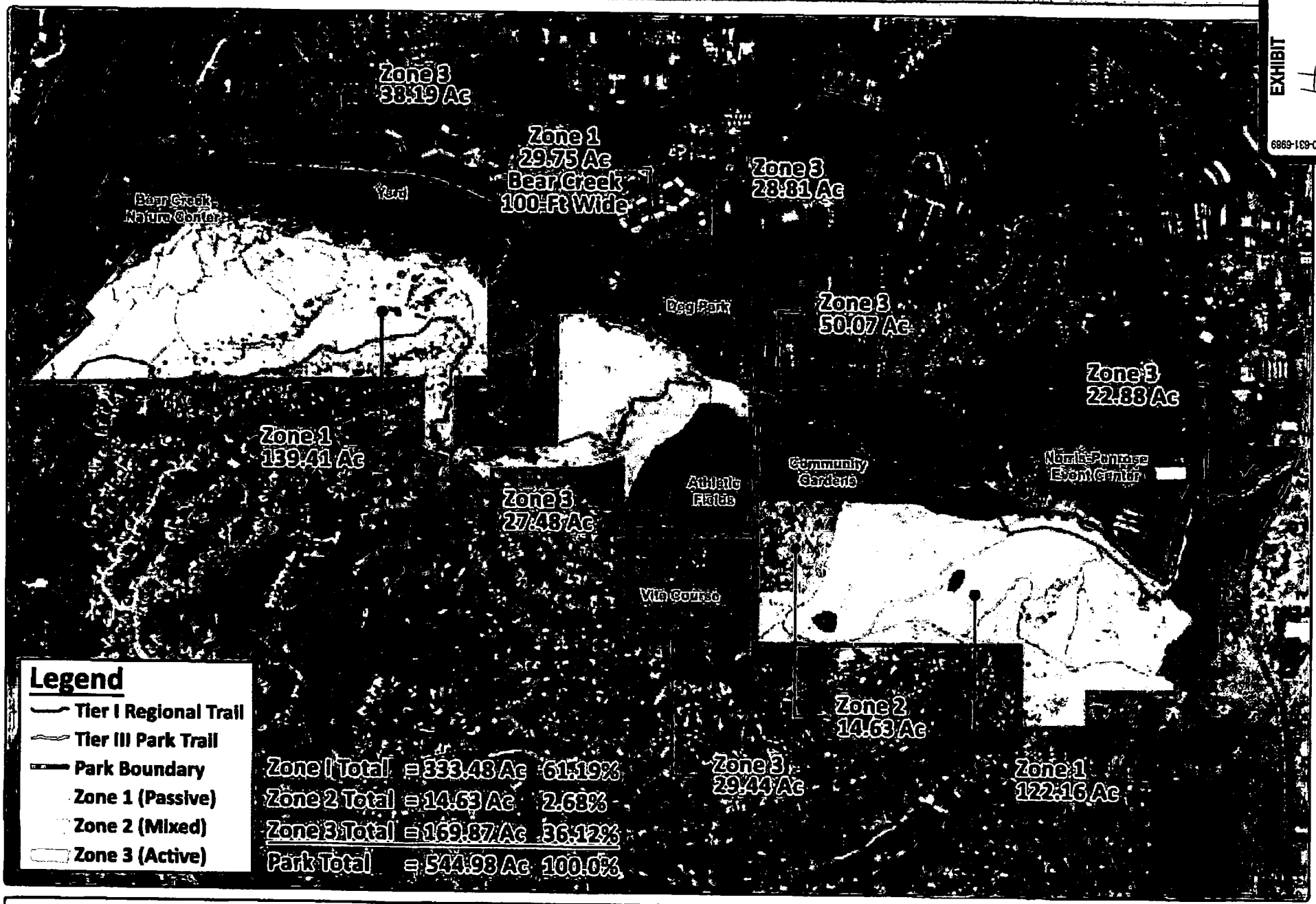
November 30, 1984

LEGAL DESCRIPTION NO. 4

20' WIDE SEWER EASEMENT ACROSS PARK PROPERTY:

A twenty (20.00) foot wide perpetual easement for the construction, maintenance and operation of sanitary sewer lines together with all necessary structures, fixtures and attachments over, under and across a portion of those tracts of land as described in Book 2815 at Page 737 and Book 2647 at Page 213 through 215 of the El Paso County Records and located in the Southwest One-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also being the Southwest corner of that tract of land as described in Book 2113 at Page 393 of said County Records; thence along the West and North boundary of said tract the following two (2) courses: (1) thence N 00°57'09" W along the West line of said Section 14, a distance of 662.73 feet; (2) thence S 89°59'58" E, a distance of 664.72 feet to a point on the Northerly boundary of that tract of land as described in Book 2781 at Page 133 of said County Records; thence continuing S 89°59'58" E along said Northerly boundary, a distance of 174.95 feet to the Northwest corner of that tract of land as described in Book 2815 at Page 737; thence S 00°01'11" W along the West line of said tract, a distance of 84.18 feet to a point on the Southerly line of a proposed thirty (30.00) foot wide drainage and sanitary sewer easement; thence N 79°07'36" E along said Southerly line, a distance of 115.09 feet to the point of beginning of the easement herein described; thence continuing N 79° 07'36" E along the last described course, a distance of 24.75 feet; thence S 46°58'15" E, a distance of 171.38 feet; thence S 77°53'27" E, a distance of 193.45 feet; thence S 68°41'03" E, a distance of 271.54 feet; thence N 73°54'57" E, a distance of 288.89 feet; thence S 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a distance of 283.66 feet to a point on the West line of that tract of land as described in Book 2524 at Page 150 of said County Records; thence S 00°34'19" W along said line, a distance of [illegible] 7 feet; thence N 54° 35'26" W, a distance of 294.74 feet; thence N 70°46'07" W, a distance of 491.78 feet; thence S 73°54'57" W, a distance of 289.30 feet; thence N 68°41'03" W, a distance of 276.70 feet; thence N 77°53'27" W, a distance of 197.37 feet; thence N 46°58'15" W, a distance of 191.49 feet to the point of beginning. Said easement contains 0.79 acres, more or less.



0 500 1,000 2,000 3,000 Feet

1 inch = 1,250 feet

Bear Creek Regional Park

Draft Conservation Zones

El Paso County Community Services Department

EXHIBIT H

PENGAD 800-631-6989

Exhibit H