## DEED OF CONSERVATION EASEMENT

(Bear Creek Park-El Paso County)

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made this 22nd day of 20mber, 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

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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. <u>Relatively Natural Habitat</u>. 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, 8<sup>th</sup> Street, 21<sup>st</sup> 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. <u>New Structures and Improvements.</u> 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. <u>Subdivision.</u> 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. <u>Timber Harvesting.</u> 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. <u>Road Construction and Trails.</u> 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. <u>Trash.</u> 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. <u>Commercial or Industrial Activity.</u> 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. <u>Motor Vehicles.</u> 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. <u>Billboards</u>. 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.

- Alteration of Watercourses and Topography. Except as may be į. 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. <u>Water Pollution</u>. The material degradation or pollution of any surface or sub-surface water on the Property is prohibited.
- I. <u>Hazardous Materials</u>. 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. <u>Wind and Solar Energy Generation</u>. 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. <u>Recreational Structures</u>. Airstrips, golf courses or ranges, helicopter pads, race tracks, off-road vehicle courses, and shooting ranges (excluding archery ranges) are prohibited.
- o. <u>Cell Phone Towers: Transmission Towers</u>. 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. <u>Forestry</u>. 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. <u>Education and Recreation</u>. 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.
- Non-building-type Improvements. To use, maintain, repair, replace or c. 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.

- 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 None of the structures may be equipped are consistent with the Conservation Values. 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. <u>Trailhead Improvements</u>. 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.

Water Rights. The County reserves the right to construct, develop, f. 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. <u>Conservation and Weed Control</u>. 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. <u>Transfer of the Property</u>. 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.

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.
- 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.

- 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. <u>Controlling Law.</u> 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. <u>Liberal Construction.</u> 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. <u>Severability.</u> 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. <u>Entire Agreement.</u> 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. <u>No Forfeiture.</u> 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. <u>Termination of Rights and Obligations.</u> 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. <u>Captions.</u> 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. <u>Representation by Legal Counsel</u>. The parties acknowledge that both the County and the Grantee have been represented in this transaction by their respective, independent legal counsel.

k. <u>Counterparts</u>. 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 <a href="Light-10">1619</a> day of <a href="December">December</a>, 2014.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

Dennis Hisey, Chair

•

Date: 12/16/14

Attest:

14.481

State of Colorado ) ss.
County of El Paso )

The foregoing instrument was acknowledged before me this 16 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

Notary Public

Approved as to form:

OFFICE OF THE COUNTY ATTORNEY

OF EL PASO COUNTY, COLORADO

Assistant County Attorney

STATE OF COLORADO
NOTARY ID 20044032783
MY COMMISSION EXPIRES NOVEMBER 7, 2016

Date: 12/16/14

GRANTEE:
The Ralmer Land Trust
By: <u>land Jany Lonor</u>
Title: Vice President
State of Colorado )
) ss. County of El Paso )
The foregoing instrument was acknowledged before me on this <u>22</u> day of <u>Vice</u> <u>Vice</u> , 2014, by <u>Paul Gary Conover</u> as President of The Palmer Land
Trust.
Quanto
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 (EXA)

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.
- 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 <u>560</u>.
- 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 DC 22,200 AT RECEPTION NO. 21417452

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#### 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 "Granter," hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee," do hereby grant, soll 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:

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

S 47°10'00" E, a distance of 320.00 feet; thence S 79°38'00" E, 2903.00 feet, were 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 heroin described; thence continuing on last mentioned course 120.00 feet; thence angle left  $90^{\circ}00^{\circ}$  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 troes 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 ? 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 sealen	then 5th	day of _	August	, A.D. 1971.
TISEA	L	٠.	Chairman	of the Board of County
- Section C	7	-	Commissio	ners
Clenk sameoc	of design		<b>a.</b> .1	
By Venne	Teiler Deputy	County	Clerk	
STATE OF COLO				
COUNTY OF EL	) SS PASO )			
The fore	going instrument	was ackno	wledged before	me this <u>5th</u> day of
August	, 1971, b	y James	R. Ross	as Chairman of the
Board of Coun	ty Commissioners			Deputyk and
* H I	l Paso County. Expires:		On :C	es N. Dugeren
HOTARY	1),	Page 2	of Two Pages	

800x2524 PAGE 147

SEP 19 1972 1.25 was L u 919262

QUITCLAIM DBED

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 NCCLEARY, 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 horeby grant the Quitclaim to EL PASO COUNTY, COLORADO

ail rights and interests which the City of Colorado Springs, Colorado, may have for utility essements 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 Essenent recorded in Book 2427 at Pages 26 and 27 under Reception Number 819443 of the records of El Paso County, Colorado.

STATE DOCUMENTARY

SEE ATTACKED DESCRIPTIONS

SEP 1 0 1972

FEE \$ Many

IN WITNESS MIEREOF, 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 sutherized officer and Comissioner
CO LOOPINEY this g day of dupust 1972.

CITY OF COLORADO SPRINGS

By: Eugene fic Cliery
T. EUGENE MCCLEARY
Mayor and Commissioner to Convey

R. B. PARKER City Clerk

STATE OF COLORADO ) COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 2 +4 day of Nagyer, 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.

WITHESS MY HAND AND OFFICIAL SEAL

Ny Christica Expires: \* CEN 'ET 13, 1873

300x2524 PAGE 148

#### DESCRIPTION

- 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. Commoncing at the Southeast corner of the Northeast quarter of the Southeast quarter of Soction 15, Township 14 South, Rango 67 West of the 6th P.M., El Paso County, Colorado; thence Northerly along the East line of said Soction IS, 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 Most of and 50.00 feet North of, Deasured 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.

Hoselved at 10(020 A DEC 31 1973
Hoselved No. 41103 | LARRIET DEALS

BOCK 2647 FACE 213

#### QUIT-CLAIM DEED

This Indenture made this 23 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,

WITNESSETII 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, scaled and delivered the day and year first above written.

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this #5th day of Alle maker 1913, by Juliu 13. Vactor as Chairman of the Board of County Commissioners and by Hamilet Beals as County Clerk.

My commission expires: March 2,1976

TUB OF CO.

Notary Public

A portion of the S 1/2 of Sec. 15, T145, 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 NO°-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 Dook 2427 at Page 27, said Right of Way being modified by Quitelaim Deed recorded in Book 2524 at Page 147 and yet further modified by Right of Way Dood 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  $\rm S10^{\circ}\text{-}27^{\circ}\text{-}30^{\circ}W$  along the Easterly right of way line thereof, a distance of 375.72fact; thence \$41°-15'W continuing along the Easterly right of way line of said Bear Creck Road, a distance of 1191.4 feet to the most Northerly corner of the tract heretofore conveyed to W. R. Nisler and Lelis 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 teet; thence \$45°-00'W, a distance of 122.0 feet; thence \$49°-00'W, a distance of 748.8 feet to a point on the South line of said Sec. 15; thence N880-12'-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.

A portion of the SE 1/4 of the SW1/4 of Sec. 14, T14S, R67W of the 5th 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 Easemont for electrical lines described in Right of Way Deed recorded in Book 2524 at Page 150; thence  $N0^{\circ}\text{-}0^{\circ}\text{--}35^{\circ}\text{E}_{\odot}$  , along the Westerly line of said electrical R.O.W.. a distance of 1250.0 feet, more or less; thence \$899-26'-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 995.0 feet, more or less, to intersect the West line of SE1/4of the SW1/4 at a point 124.46 feet South of the NW corner thereof; thence S0°- $35^{\circ}$ - $36^{\circ}$ 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 casements of record.

Exhibit "A" - Page 2

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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 NW1/41 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 Easament 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 or 120.0 feet to the point of beginning, excepting therefrom all rights of way and easements of record.

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 soid 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 the efform rights of way and casements of record.

That portion of the NE1/4 of Sac. 23 in T145, R67W of the 6th P.M., E1
Paso County, Colorado, more particularly described as follows:

Commencing at the NW corner of the NE1/4 of said Sec. 23, thence N88°-.  $13^{1}\text{-}14^{\prime\prime}E$  along the north line thereof, a distance of 10.0 feet; thence S1°-22'- $46^{\circ}E_{\star}$  a distance of 1000.00 feet to a point on the costerly 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, S1º-22'-46"E, a distance of 1821.59 feet to a point on the South line of said NEI/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 2005.83 feet to the SE corner of said NE1/4; thence N1º-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 dead 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  $51^{\circ}\text{-}22'\text{-}46''\mathrm{E}_{\odot}$  a distance of 920.0 feet; thence  $Sb8^{\circ}-13^{\circ}-14^{\circ}W$ , 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 tops, and excepting therefrom all rights of way and essements 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.

A COLUMN TO THE PROPERTY OF TH

EbParo County Clerk & Recorder

#### EASEMENT

day of 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 casement 20 feet in width for the purposes of construction of an underground sanitary sever which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, construction, repair and replacement of an underground sanitary sever 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 here in 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.

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#### 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 cy.n.d. e.e.

#### GRANTER RIGHTS

The Granter shall have the right to indicate to EL PASO COUNTY that certain trees, brush, everhanging 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 COMMI SIONERS or other designated representative of the BOARD in ord. to remove said obstructions.

#### GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be primitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said asement; and that the present grade or ground level of said asement 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 ement, of land fills, land excavations, or water impoundment, which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.





BOOK 3983 21CE 582

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

> BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY

Chairman and Commissioner to Convey

ATTEST:

Seputy County Clefk

STATE OF COLORADO

) 88:

COUNTY OF EL PASO

Subscribed and sworn to before me this the 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)

Notary Public

BOOK 3983 PAGE 563

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 Saction 22 and the Southeast One-Quarter of Saction 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, filling 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 extement herein described; thence N 77°14'23" E, a distance of 233,70 feet; the ce N 39°00'04" E, a distance of 73.05 feet; thence N 10°55'21" W, a d .tance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; t'.ice 4 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  $00^{\circ}57^{\circ}09^{\circ}$  E along said West line, a distance of 30.02 feet; thence \$ 86°44'23" W. a dist ır 233.88 feet; thence S 52°45'11° W, a distance of 177.55 feet; theace S 13°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 ' wint on the Easterly line of said Skyway Northwest No. 3, Filling No. 1; . :nce 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.

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BOOK 3983 PAGE 564

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November 28, 1984

STATE BEING

#### LEGAL DESCRIPTION NO. 3

DRAINAGE AND SEHER 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! at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Scation 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorade, 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 I cords), along the West line of said Section 14, a distance of 662.73 feet to lie Northwest corner of said tract as described in Book 2113 at Page 393; Lence S 89°59'58" E along the North line of said tract, a distance of 664.7. 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 highning of the easement herein described; thence N 50°01'12" E, a u cance 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 \$ 79°07'36" |, a distance of 298.84 feet; thence \$ 50°01'12" W, a distance of 204.31 feet to 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

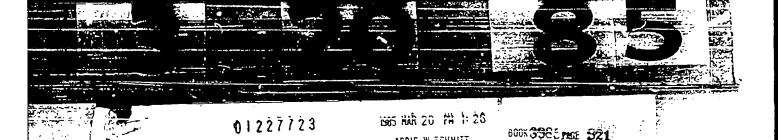
800K 3983 PAGE 563

#### 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 2B15 at Page 737 and Book 2647 at Page 213 through 215 of the E1 Paso County Records and located in the Southwest Dne-Quarter of Section 14, Township 14 South, Range 67 West of the 6th P.M., E1 Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also leing 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°S9'58" E, a distance of 664.72 feet to a point on the Northerly boundary of that tract or 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 Borthwest corner of that tract of land as described in Book 2015 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 of the Southerly line of a proposed thirty (30.00) foot wide drainage and initary sewer dasement; thence N 79°07'36" E along said Southerly 1 2, a distance of 115.09 feet to the poin: of beginning of the easem of herein described; thence continuing N  $^{\prime}9^{\circ}$ 07'36" E along the last described course, a distance of 24.75 feet; thence \$ 75°58'15" E, a distance of 171.38 feet; thence \$ 77°53'27" E. a distance of 193.45 feet; thence 5 68°41'03" E, a distan feet; thence N 73°54'57" E, a distance of 288.89 feet; t'...ce : 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a d stance 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 Rec 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°5B'15" W, a distance of 191.49 feet to the point of beginning. Said easement contains 0.79 acres, more or less.



ARDIS W. SCHHITT I Paso County Clark & Recorder

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.

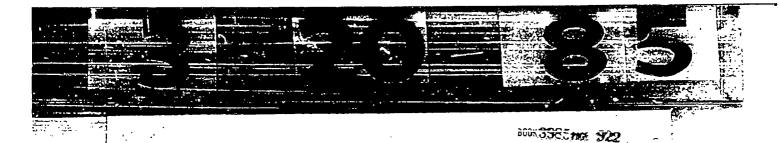
#### DESCRIPTION OF EASEMENT

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 an intenance, repair, service and replacement of the underground tanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.



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.

DURATION OF EASEMENT

#### 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 crantor 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; and that the 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 with hight reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

BDDK 3385 ME 923

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

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY

t, 1. H Chairman and Commissioner to Convey

ATTEST:

Deputy County/Clerk

STATE OF COLORADO

) SS:

COUNTY OF EL PASO

Subscribed and sworn to before me this 7th day of , 1985, by Terry R Harris , Chai: man of the El Paso County Board of County Commissione:s and attested to by Doris Hardy , Deputy County Clerk.

My Commission Expires: Villa 1988.

(SEAL)

Manay & Flackness, Notary Puplic

-3-



BOOK 3985 24 924

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 Hortheast 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  $00^{\circ}35'30"$  (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; there 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 5 52°45'11" W, a distance of 177.55 feet; thence 1 10°55'21" E, a distance of 121.28 feet; thence \$ 39°00'04" W, a distance of 97.41 feet; thence 5 77°14'23" ⊌, a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; the ce N 00°35'30" E along said Easterly line, a distance of 30.83 feet . the point of beginning. Said thirty foot wide easement contains 0.61 acres, more or less.

800K3985PAGE 925

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 \$ 89°59'58" E along the North line of said tract, a distance of 664.72 \*:et to a boundary corner of said tract of land as described in Book 2/81 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 1 13°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 1/3; thence N 00°14'00" W along said line, a distance of 39.02 feet to the po.. of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

November 30, 1984

BOOK 3985 ME 926

#### LEGAL DESCRIPTION NO. 4

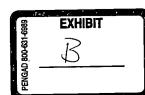
#### 20' WIDE SEWER EASEMENT ACROSS PARK PROPERTY:

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, Yownship 14 South, Range 67 West of the 6th P.H., 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 M 79° 07'35" E along the last described course, a distance of 24.75 feet; thence S 46°51.15° 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".0:26" 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 DO°34'19" W along said line, a distance of : 7 feet; thence N 54° 35'26" W, a distance of 294.74 feet; thence N 76'46'07" 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 (EXB)

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-Z 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 <u>852</u>.
- 11. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1966, IN BOOK 2142 AT PAGE <u>824</u>.
- 12. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED AUGUST 05, 1971, IN BOOK 2427 AT PAGE <u>26</u>.
- 13. RIGHT OF WAY FOR ROAD AS CONTAINED IN DEED RECORDED SEPTEMBER 12, 1972 IN BOOK 2522 AT PAGE  $\underline{431}$ .
- 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 <u>213</u>.

- 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. <u>213049652</u>.
- 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. 22,2000 AT RECEPTION NO. 214117452...

BOOK K secreto y by day and space for baken within 16 9 Hickory Acco I de rock willy brute amit allines for it a Gundan Some Secretary to Dome It is of both min 3% A Marie of the following was for sold about typics of decidions of the following the solution of the following the solution of I do because willy their Saint Docher to bearing and the hole of the Button of and har from a bear forwardly new long to be the letter threat from the war were with hickent to the whole at the try frank high me the traight from a week a become next take made at week and delimine the soil and had - and of reality flower de and light be sele broken the first the inequal the force the selection of first, in Ling gray so Spice and bearing the son the Sold the song by De G. C. 1878. But But 11. hon / holy Be no land Almond Soll & But to the of Ornering Property land by good the in come beaching Bened & Altan an extent ho de Court land before of the the land rate; to red land of the proceeding the land Change of Then, second Hillian Some bearing all of and entry I of fee in that for some that Then all 12 & 18 to the start of your all in I sell to fitte the Second one is No 146 ; Al de roll as reads to which dille so the public der was and the cats Salamat Porg life Sound to very to Mounts; the chains of Frages to Specitions de alle he responses that we now the Atolla Older A course of Borlines Joseph Borr by Bours (4) Carl of The De Sole of the All the Sole of t sing in the Historical of parcels surported in the Ab trachle Street of Balong, Calaining Come or mobile and hall the as become a de l'attende de la bla ja reg the same Burnet response to the the comming of they by the Do dogo to a log of the They better by a good rate of the Middle of this word the soil Themas to White the trans it is a state of the riled, Action or other the little and back of the Sin the the arthursts iten nant thong in the the said then and Altonath the line us for sagar top as An included a second of his place to the with the history has the the view, by a current the setting is made It to brook to sell or the Bound from the state of the state of me horas planed and be deter to hat the so to to survey Cathers to the What I had bed for they with a March 12 Carl Hand 1 Parish Being This - He weed La de Woodle com Preting 19/34/ 3, 122. I was hear to be for a long there is - I notioned in Type to be the the family has in Explan of the from date tille right to remain out hearter to remain the mail office 1 6 the and the chart to day they bear topping the or Exclined bearing with promotion of Second on the said Herica the room

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BOOK 1455 PAGE 492

PAGE 492 Received September 29, 1954 at 10:21 A.M.
Receiption No. 936896 Charles Ozias Recorder
GRANT OF RIGHT-OF-WAY

(S1_00	RECEIVED of the CITY OF COLORADO SPRINGS	the sum of _ONE AND NO 100THS
23id line to be constructed as nearly as may be along the following described center line:  1 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.  18 Witness Wilestor, the undersigned have hereunto set by its representative, it hand—and seal—this 19th—day of	line, including necessary poles, wires and fixtures, guy	ys and anchors, (2) pipe line for water, gas or sewage, together with
Side line to be constructed as nearly as may be along the following described center ilon:  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 very as to interfere to the least extent possible with the use of the surface of said property, with the understanding has the City will reimburse the owner for any damages caused by an entry upon the above described with the understanding has 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 Witnesson, the understands have hereunto set by its representative, it and and scal. this light day of	necessary fixtures and attachments, over and across	East 5 feet of NE 1/4 Section 23, Township
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together with the right to enter upon said graperty for the purpose of making repairs and rephrements 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 reinburse the owner for any damages caused by an entry upon the above described property for the purpose of regulating or maintaining said line.  In Witness Whereon, the undersigned have hereunto set by its representative, -it hand and seal this 19th day of July		
STATE OF COLOMEO.  State of County of EL PASO.  State of County of EL PASO.  State of County of EL PASO.  Witness:  State of County of EL PASO.  Witness and forgoing instrument was acknowledged before me by		
STATE OF COLOMEO.  State of County of EL PASO.  State of County of EL PASO.  State of County of EL PASO.  Witness:  State of County of EL PASO.  Witness and forgoing instrument was acknowledged before me by	· - · - · · · · · · · · · · · · · · · ·	
iline to be constructed in such a way as to interfere to the least state in Journal 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 WHERFOR, the undersigned have hereunto well-by its_representative, its and_ and scal_ this 19th_day of. July	said line to be constructed as nearly as may be along	the following described center flue:
NITNESS:  STATE OF COLORADO  By:  COUNTY OF EL PASO. STATE OF COLORADO  By:  STATE OF COLORADO  (SEAL)  (SEAL)  STATE OF COLORADO  (SEAL)  STATE OF COLORADO	line to be constructed in such a way as to intertere to with the understanding that the City will reimburse the property for the purpose of repairing or maintaining sa	the teast extent possible with a course of the above described and line.
STATE OF COLORADO  By: FASO  (SEAL)  STATE OF COLORADO  By: FASO  (SEAL)  STATE OF COLORADO  (SEAL)  S		
STATE OF COLORADO  By: FASO (SEAL)  (SEAL)  STATE OF COLORADO  (SEAL)  STAT	19th day of July	, A.D. 1954
STATE OF COLOMBO,   25.  COUNTY OF EL PASO   25.  The Hijove and foregoing instrument was acknowledged before me by		COUNTY OF EL PASO
STATE OF COLORADO, (SEAL)  STATE OF COLORADO, (SEAL)  COUNTY OF EL PASO, SEAL  The Bijove and foregoing instrument was acknowledged before me by F. H. MONK, CHAIRMAN Board of County Commissioners, in a 28th day of September A. D. 19-54 El Pago County, Colorado  Notifies of obtains seal.  TACK A. McCULLOUGH Neisty Public  Sequence of the commission empires April 21, 1956	Witness:	STATE OF COLORADO
STATE OF COLORADO, SE.  COUNTY OF EL PARO, SE.  The bijuve and foregoing instrument was acknowledged before me by F. H. MONK, CHAIRMAN Board of County Commissioners, ihis Z8th day of September A. D. 19-54 El Pago County, Colorado  Withest my polarial seal.  Franchistrative and seal and sold and seal and sold and seal and sold		By: TV MOME (SELL)
STATE OF COLORADO, SE.  COUNTY OF EL PARO, SE.  The bijuve and foregoing instrument was acknowledged before me by F. H. MONK, CHAIRMAN Board of County Commissioners, ihis Z8th day of September A. D. 19-54 El Pago County, Colorado  Withest my polarial seal.  Franchistrative and seal and sold and seal and sold and seal and sold		(SFAL)
STATE OF COLOMBO, Country or Et PASO, See Country Corruntessioners, Inia 28th day of September A. D. 19-54 El Pago Country, Colorado  Notifiest my unitarial seal.  Fresh translation expires  April 21, 1956  See Country of Country Country See Country, Colorado  April 21, 1956  See Country of Country See Country, Colorado  April 21, 1956  See Country of Country See Country, Colorado  See Country See Country, Colorado  See Country See Country, Colorado  See Country See Count		
The bijove and foregoing instrument was acknowledged before me by F. H. MONK, CHAIRMAN Board of County Commissioners, ihis 28th day of September A. D. 19.54 FI Page County, Colorado  Withest my updatal seal.  Frank translationary vision on price of April 21, 1956  My commission expires  April 21, 1956  September A. D. 19.54 A. McCULLOUGH Netary Public  Septembe		, (SEAL)
SASSHASSIR  CO-COLORADO.   INTY OF EL PASO   INTY OF EL PASO   INTY OF EL PASO   INTERNATIONAL DE PASO	This Zath day of September  Without my polarial seal.  Tour instruments of seasons.  My commission empires	A. D. 19-54 El Pago County, Colorado
MIT OF EL MITTO CHARTE	Service Servic	CO.
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## Resolved of R. I. Lo dock ... M. JUL 29 1963 Recontrol No. 2019741

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,

WITN ESSETH, 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 consideration of 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 NEt Section 23, Township 14 South, Range 67 West of the 6th P.M. and described as follows: Commencing at the 5W corner of the NEL Section 23, Township 14 South, Range 67 West of the 6th P.M.; thence Easterly on the South line of said NEL 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 laterest 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

OR OF COLORADO COUNTY OF EL PASO

I do hereby certify that <u>Keith D. Moburney</u>, 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, scaled and delicered 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  $25 \, \text{th}$  day of July, 1963. We commission expires: 9-21-63

Notary Public

. ,

Mecoved of Ho'dock La, M. 13. 15.00.

RECEIVED of the City of Colorado Springs the sum of \_\_\_\_\_ TEN\_AND\_NC/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 vay and easement for the construction, maintenance and operation of electrical lines, including necessary poles, \*\*8001\*\*\*enoces\*\*prices, puys, anchors and fixtures, vaults, pipelines for water, gas or sevage, 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 Pago 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 06°20' a distance of 255 feet; thence of 255 feet; thence angle right 06°20' a distance of 255 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  $14^{\circ}15^{\circ}$  and  $08^{\circ}28^{\circ}$ .

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 tepairs and replacements to said lines.

the VITTESS EARLYOF, the undersigned have becomes set their

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 be mit the attachment of vices and factures of any other company to said poles on community 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, remaining or maintaining said installations.

hand 5 und scal	this 4th	_day of	August	,A.D.19 66
ATTEST:	·		ARD OF COUNTY	Y COMMISSIONERS , COLORADO
Chiled Deputy Court	V CIUI'A	. Buis	D May	Chairman (SEAL)
		( ment	orly Mr.	Commissioner (SEAL)
V. O. W. Care		16.1	Dodley.	Commissioner (SEAL)
State of Colorado,) s County of El Paso,)	Ε.			, (SEAL)
The foregoing ins	trument one acl	enowledged b	efore me this_	4th day of
August	, 19.6	6 , by Kei	ith D. McBur	ncy, Chairman of the
C. H. Bickley, Con	missioners;	ind Norman	C. Foote, C	hief Deputy County
lerk.  Ny commission empireng	-6-67			
$n_{\mathrm{pv}}$ , $\gamma_{\mathrm{s}}$		•	DOTARY PUBL	
Witness my notary anal			ACTABY PUB	LIC

Hecelved of Rilb o'clock M AUC 5 1971

#### 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:

- The Northerly eighty (80) feet of the Northeast Quarter of the Northwest Quarter of said Section 23.
- 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 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 1º38' 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 1º38' E, a distance of 120.00 feet; thence N 83°48' E, a distance of 40.00 feet; thence N 1º38' 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 Marie Services

S 47<sup>0</sup>10'00" E, a distance of 320.00 feet; thence S 79<sup>0</sup>38'00" E, 2903.00 feet, wore or less, to a point lying 40.00 feet Nost 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 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 heroin described; thence continuing on last mentioned course 120.00 feet; thence angle left  $90^{\circ}00^{\circ}$  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 reservos 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 ? 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 \_theirhand\_

and sealen this 5th	_day of _	August	, A.D. 1971.
SEAL	•	7	DUNTY  7. Tori
Market Court	_	Commiss	
By: Deputy  By: Deputy  STATE OF COLORADO )  SS	County	Clerk	
COUNTY OF EL PASO )			
The foregoing instrument	was acknow	wledged before	e me this <u>5th</u> day of
August , 1971, b	y_ James	R. Ross	
Board of County Commissioners	and Vern	a Fellner	REPCIEYk and
Recorder of El Paso County.  My Commission Expires: September 1, 1971		NOTARY	ues N. Dugeau
7222	Page 2	of Two Pages	_

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 casement 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.

Page 1 of 2 Pages

Title Data, Inc. LG SKL12124 EL 14946-1973.001

1973

IN WITNESS WHEREOF, the unders	igned have hereunto set Lagunands
and seal_, this 31 day of a	
Dema Fecher Deputy Clerk and Recorder STATE OF COLORADO )	By Chairman of the Board of County Commissioners and Commissioner to Convoy
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COUNTY OF EL PASO )	
	cknowledged before me this <u>3/</u> day
of <u>Ceregrees</u> , 1973,	
, as Chairman of Verna Feilner	the Board of County Commissioners and as Deputy Clerk and Recorder
of El Paso County.	·
Ny dennies on Expires: 10-4-73	NOTARY PUBLIC

Page 2 of 2 Pages

# SOUTHWEST ANNEXATION MAP TO THE CITY OF COLORADO EL PASO COUNTY, COLO

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### ANNEXATION MAP

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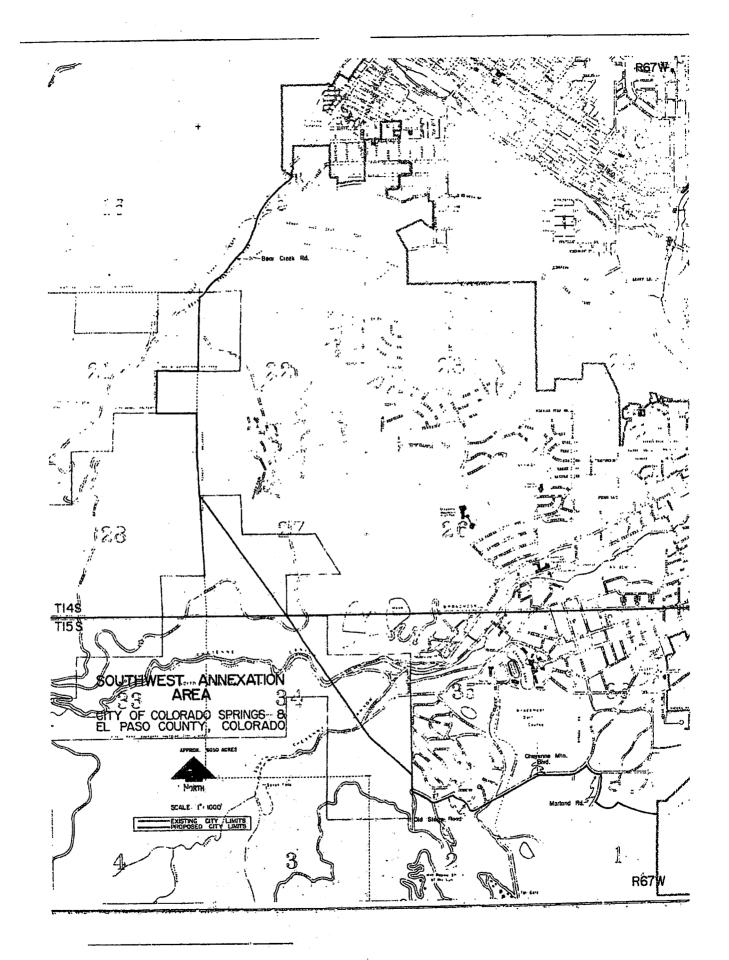
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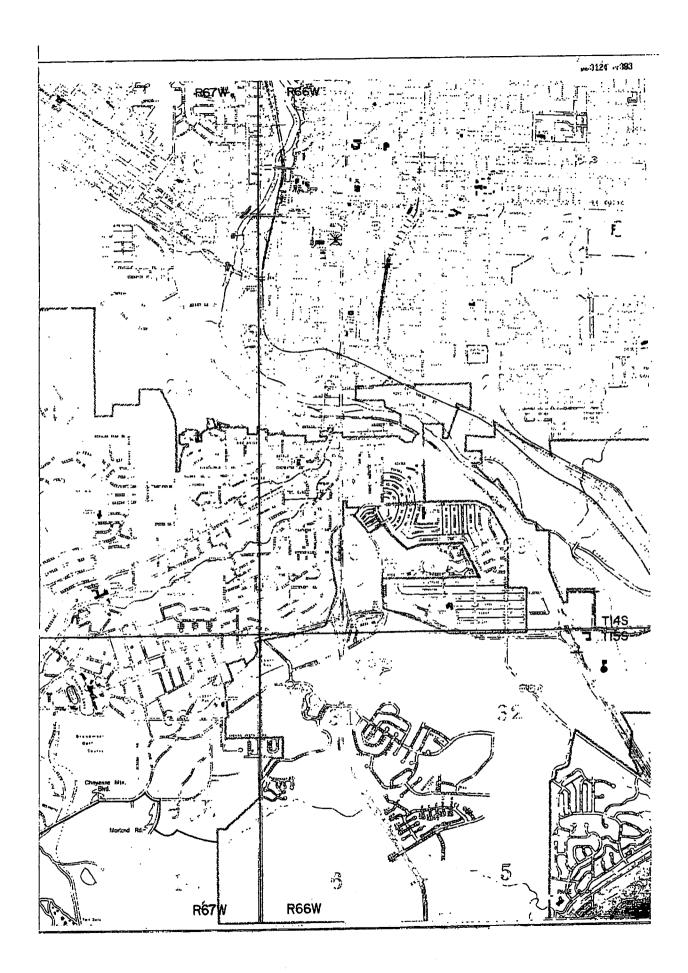
THE REST AND POSSESSION AND PROPERTY AND AS THE SECOND STORE OF THE A DECEMBER . 1970 A.O. . 28 LARGINGS D. MUS ALGEBRAS. . AND . STREET E. PRAISE TO THE TREAT. . DAY OF THE CITY OF COLORADO SPRINGS, COLORADO

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01469309

ARDIS VI. SCHMITT El Peso County Clerk & Recorder

### BASEMENT

THIS GRANT OF BASEMENT is made and executed this day of October , 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 SCURR MESSENGER LUNDQUIST 4 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 sever which easement shall become a 20 foot permanent easement following construction for the purposes of maintenance, repair and replacement of an underground sanitary sever, 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 BASEMENT

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 maintenance.

### DURATION OF BASEMENT

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 CONMISSIONERS 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 out, 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

Chairman and Commissioner

ATTEST:

Deputy County Clock
STATE OF COLORADO )

STATE OF COLORADO )

COUNTY OF 3L PASO )

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

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Colo. Spg., co 80903

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### 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 N80°49'36"W, 400.00 feet; thence S81°55'04"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.

88 SEP 28 AM 10: 13

800X 5558 PAGE 1262

ARDIS W. SCHMITT EL PASO COUNTY CLERK & RECORDER

Resolution No. 88-294, Land Transfer-19





THIS GRANT OF EASEMENT is made and executed this 19th day of the State of County Commissioners of EL PASO (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 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, mainterance, 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: That The Convey Chairman and Commissioner to Convey

ATTEST:

STATE OF COLORADO

COUNTY OF EL PASO )

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

My Commission Expires: Kibcoau

Lbevary 5,1992

(SEAL)

Notary Public Cichu

## Greiner

Greiner Engineering Sciences, Inc. 5373 N. Union Boulevard Colorado Springs, Coloredo 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

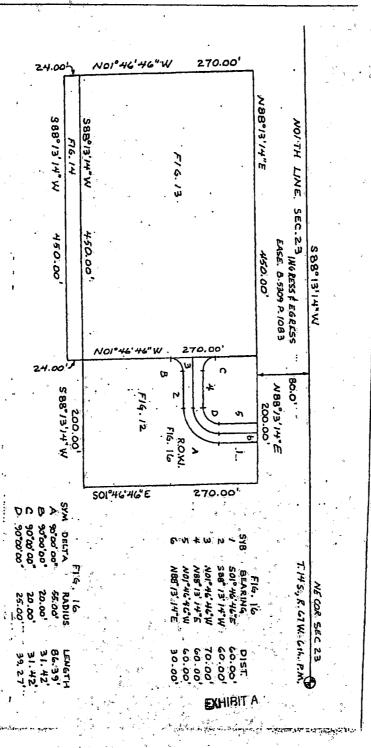
Denver, CO • Colorado Springs, CO Albuquerque, NM •

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. BOOK 5558 PAGE 1270

ARDIS W. SCHMITT EL PASO COUNTY CLERK & RECORDER

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

### 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 and permanent to the STATE OF COLORADO as hereinafter described and subject to the terms and conditions contained hereix.

### 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 GRANIEE'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: Many Maries to Convey

ATTEST:

Deputy County Clerk

STATE OF COLORADO ) ss. COUNTY OF EL PASO )

Subscribed and sworn to before me this 19th day of South Board of 1988, by March Morrison, Chairman of the El Paso County Board of County Commissioners and attested to by Danis Harry, Deputy County Clerk.

My Commission Expires: Kebauau 5,1992

(SEAL)

Notary Public Contract

### BOOK 5558 PAGE 1272

Greiner

Greiner Engineering Sciences, Inc. 5373 N. Union Boulevard Colorado Springs, Colorado 80918 (303) 583-0212

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.

# EXHIBIT A GREINER ENGINEERING SCIENCES, INC. ENGINEERING SURVEYING Denver, CO • Colorado Springs, CO Albuquerque, NM • JOBNO. 521 4501 DATE 8 251 93 84 NOTES FIG 21 / 50 CSP O STEEL PINS WITH CAPS SET AS SHOWN + CROSSES SET AS SHOWN E EXISTING CORNER POUND

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ARDIS W. SCHMITT EL PASO COUNTY CLERK & RECORDER BOOK 5558 PAGE 1277

1988

Resolution No. 88-294, Land Transfer-19
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\*\*XHIBIT D
\*\*XHIBIT D
\*\*XHIBIT D

THIS GRANT OF EASEMENT is made and executed this day of 1988, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (Lereinafter "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 COMMISSIOMERS 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 DEPARIMENT 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: Thank The Transfer to Conve

ATTEST:

Deputy County Clerk

STATE OF COLORADO ) ss.

Subscribed and sworn to before me this 19th day of Section bulk.

1988, by Hara Haras, Chairman of the El Paso County Board of County Commissioners and attested to by Days Haras, Deputy County Clerk.

My Commission Expires: february 5, 1992.

(SEAL)

Motary Public Dilbu D

Greiner

BODK 555 SPACE 1279
Greiner Englineering Sciences, Inc.
5373 N. Union Bouleverd
Colorado Springs, Colorado 80918
(303) 593-0212

August 25, 1988

A Greiner Engineering, Inc. Company 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 65°40'44"W a distance of 811.75 fact, 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.

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WAYNE W. WILLIAMS E! Paso County, CO 07/22/2011 02:29:41 PM Doc \$0.00 Page 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 2D day of July 2011, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS

EL PASO COUNTY, COLORADO

lerk and Recorder Amy Lathen, Chair

MEMORANDUM OF AGREEMENT	Project:	Bear Creek Pump St	alion		
	Location:	Vacant Land			
City of COLORADO FERNAS	Location:				
We Create Community interested amond	TSN:	74000-00-340			
This Assessment made on this day of		_, 2010, is between the	ne property owner, El Paso		
County, ("GRANTOR") and the City of Colorado Spring corporation, on behalf of its enterprise Colorado Spring	ana lihiittaa (4 i	TH TUEST JUST COME	iensalion was oblumilitied ii:		
annual with The City of Colorado Springs Procedure Mag	ual for the Acqui	silion and Disposition	or Real Property interests.		
land Colorado state law and requiations. The amount of m	oney and/or con	pensation listed below	w is full consideration for		
one (1) Revocable Non-Exclusive Easement for use of Co	unity Property.				
Revocable Non-Exclusive Easement: (described in atta	ched Exhibits (A	, B and C)	·		
Area: 19,166 SF X \$2.00 @ 5	50% = \$19,166.	00	\$ 19,200.00 (rounded)		
Temporary Essement: NONE			S N/A		
Improvements: NONE			\$ N/A		
Damages / Other: NONE	<del></del>		\$ N/A		
· · · · · · · · · · · · · · · · · · ·	Gross 1	otal Compensation			
		Less Credit			
Other Conditions and Agreements: NONE	Net I	otal Compensation	\$ 19,200.00		
Ciner Conditions and Agreements: Nonc					
GRANTOR and UTILITIES agree that:			avectors administrators		
1. this Agreement is binding on both GRANTOR and legal representatives, successors, assigns, and designs.	JUTILITIES and	their neits, devisees,	executors, administrators,		
a those are ne gramical torms conditions or oblig	ations other than	those listed on this A	greement.		
to the englished a proper between the parties that the	nis Aareemant Is	not intended by any (	of its terms, provisions of		
conditions to create in the public or any individual authorize any person not a party to this Agreemen	nt to maintain su	it for parsonal injuries	of property gamage		
I services to the terms, conditions or provisions of	thic Anreement	The City specifically	does not waive of intend to		
waive any protection, immunity or other provision to 120, C.R.S., as now written or amended in the	futura				
4. the compensation shown on this Agreement is for	one (1) Revoca	ble Non-Exclusive Ea	sement which is described		
in the attached exhibits.					
GRANTOR:					
4 will execute and deliver to LITH ITIES those docum	nents indicated i	below.	v (20) dove ofter the		
will not grant any easements or other uses of the Revocable Non-Exclusive Easement agreement it	s executed.				
3 will to the extent allowed by law, hold UTILITIES	harmiess from a	ny 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 executic performance of this Apri	ement upon ten	der of the agreed con	sideration.		
will make payment after receiving the executed R.     will take possession of the easement when it tends	evocable Non-El ers payment to (	REGUSIVE Easement by BRANTOR unless oth	er arrangements are made.		
has prepared, incorporated and attached the following document to this Agreement:					
Revocable Non-Exclusive Essement					
Temporary Easement					
Other:					
Order Warrant for \$19,200.00	Payable to: El	Paso County			
Diane Gilliam, Acting Real Estate Services Manager	El Paso County	by and through the B	oard of County		
Doing .	Commissioners	of El Paso County, C	olorado		
Patrick Schmidt, Project Manager	Ву:		Date:		
	Amy Lathen Chi		unty Commissioners of El		
Date:	Paso County, C		Pat - Di dele		
Jan H. Crosby, Assistant City Attorney, Colorado Springs	Utilities, Office o	r the City Attorney-Uti	lities Division		
all is	Date: 5.4	1/1			
cc: City of Colorado Springs (original)			'RES File # 17305		
Grantor					



### 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 6<sup>th</sup> 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:**

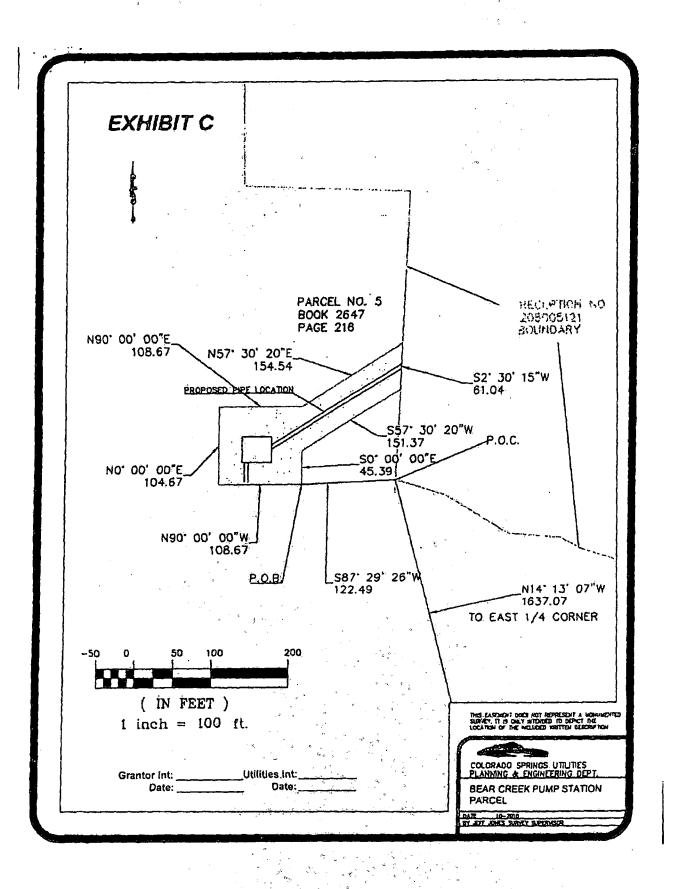
Bear Creek Pump Station Parcel;

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.

Joffen D. Punt DATE	10-12-2019 DO REGIO
JEFFER JONES	OR SYD E
OOLOF XD6 P.L.S. 28653	13 year of 18
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES	28653 <sup>6</sup>
Grantor Int:Utilities Int:	
Date: Date:	DONAL LAND STA



### 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.



Page 1 of 4	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.
- 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

INTENTIONALLY LEFT BLANK SIGNATURE PAGES FOLLOW

Page 2 of 4		County Int:	City Int:
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By:	day of	, 2011.	1	•
By:		<i>x</i>		
Wayne W. Williams, County Clerk and Recorder  Date:  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:	Attest:			
Wayne W. Williams, County Clerk and Recorder  Date:  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:	* .	o 24	u '	
Wayne W. Williams, County Clerk and Recorder  Date:  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:	D	•	Bur	
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:	Wayne W Williams	County Clerk and Recorder	Amy Lathen, Chair	
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:	Trayile Tr. Trimanie,			
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:		* * * * * * * * * * * * * * * * * * *	Date:	
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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. Colorado  Date: July 21, 2011  Assistant County Attorney				
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. Colorado  Date: July 21, 2011  Assistant County Attorney	The foregoing ins	strument was acknowledged be	efore me this day of	2011
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. Lole Immune Assistant County Attorney  INTENTIONALLY LEFT BLANK				
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. Lole Immune Assistant County Attorney  INTENTIONALLY LEFT BLANK				
My Commission expires:  Notary Public  Approved as to Form:  OFFICE OF THE COUNTY ATTORNEY OF EL PASO COUNTY, COLORADO  By: M. Lole Immune Assistant County Attorney  INTENTIONALLY LEFT BLANK				
Approved as to Form:  OFFICE OF THE COUNTY ATTORNEY OF EL PASO COUNTY, COLORADO  By: M. Colo Summers  Date: July 21, 2011  Assistant County Attorney	Witness my hand and of	ficial seal.	•	
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Approved as to Form:  OFFICE OF THE COUNTY ATTORNEY OF EL PASO COUNTY, COLORADO  By: M. Lole Lawreng Date: July 21, 2011 Assistant County Attorney	My Commission expires:		•• •	1
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OF EL PASO COUNTY, COLORADO  By: M. Lole Enwyons Date: July 21, 2011  Assistant County Attorney  INTENTIONALLY LEFT BLANK	Approved as to Form:			
OF EL PASO COUNTY, COLORADO  By: M. Lole Enwyons Date: July 21, 2011  Assistant County Attorney  INTENTIONALLY LEFT BLANK				
OF EL PASO COUNTY, COLORADO  By: M. Lole Enwyons Date: July 21, 2011  Assistant County Attorney  INTENTIONALLY LEFT BLANK	OFFICE OF THE COUN	TY ATTORNEY		
By: M. Cole Environs  Assistant County Attorney  INTENTIONALLY LEFT BLANK				
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CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, ON BEHALF OF ITS ENTERPRISE, COLORADO SPRINGS

	BEHALF OF IT UTILIITIES	S ENTERPRISE, COLO	RADO SPRIN	gs
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The foregoing instru	ment was acknowledged	l before me this d	ay of	2011
Rita E Simon-Soller, as M				
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### 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 6<sup>th</sup> 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:

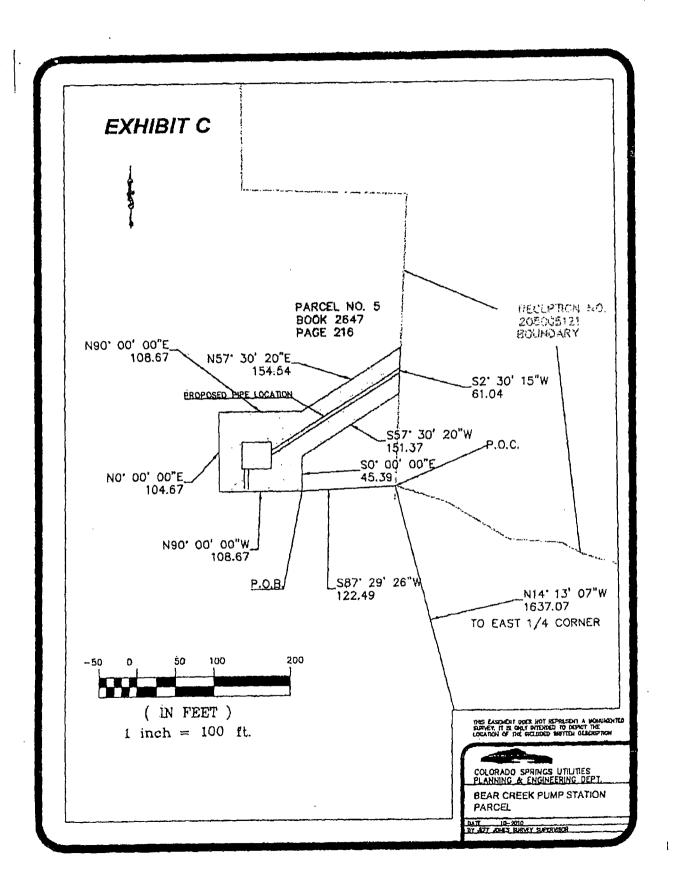
I, JEFFERY D. JONES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE INFORMATION AND BELIEF ARE CORRECT.

JEHFERY D. JONES

FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

DATE

28653



### REVOCABLE NON-EXCLUSIVE EASEMENT FOR USE OF COUNTY PROPERTY

For The Benefit of a

Bear Creek Park Intake and Pump Station Facility

- 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.
- 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.
- Notwithstanding the revocable provision in this Easement, both the County and City 3 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.
- 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.
- 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.
- 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 rostore 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.

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.

WAYNE W. WILLIAMS

El Paso County, CO

08/15/2011 02:32:00 PM

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of 4

Date: 12/11 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.
- 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

INTENTIONALLY LEFT BLANK SIGNATURE PAGES FOLLOW

County Int: US City Int: 42

Page 2 of 4

	was tall this Daysaable Essement this 52-1
IN WITNESS WHEREOF, the County and City have enday of Sanday 2011.	xecuted this Revocable Easement this 5
day of <u>Kuly</u> , 2011.	
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Attest	BOARD OF COUNTY COMMISSIONERS
THE PARTY OF THE P	OF EL PASO COUNTY, COLORADO
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BN	By: ((my/) thun
Wayne W. Williams, County Clerk and Recorder	Amy Lathen, Chair
A COLOR OF THE PROPERTY OF THE	7 2 1 11
	Date:
State of Colorado )	•
) SS.	
County of El Paso )	
The foregoing instrument was acknowledged bef	fore me this 2/st day of July 2011
The folegoing instrument was acknowledged bei	spinners of El Base County Colorado and
by Amy Lathen as Chair of the Board of County Commis	
attested to by Wayne W. Williams as Clerk and Recorde	er of El Paso County, Colorado.
Witness my hand and official seal.	
10 /12	
My Commission expires: 10-6-12	
	I ome kan betienen
	Notary Public
	THE DEAL OF A PROPERTY.
Approved as to Form:	NOTARY
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OFFICE OF THE COUNTY ATTORNEY OF EL PASO COUNTY, COLORADO	Or COLO,
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By: The Cole (mmon) Date:	July al, du'l_
Assistant County Attorney	<i>/                                    </i>

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Page 3 of 4

County Int: City Int: 1/2

Date: 1/21-1/ Date: 1/4/2011

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

Rita E. Simon-Soller, Manager PEM, WSD State of Colorado ) ss. County of El Paso The foregoing instrument was acknowledged before me this 310 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 enterorise, NOTARY PUBLIC Colorado Springs Utilities. Diane L. Gilliam Witness my hand and seal. My Commission Expires: \_ Approved as to Form Date: 4.20.11 Jan H. Crosby, Assistant City Attorney, Office of the City Attorney-Utilities Division Accepted for: The City of Colorado Springs County Int:\_\_\_\_ City Int:\_\_\_\_ Page 4 of 4 RES File # 17305 Date:\_\_\_\_\_ Date:\_8/4/11

### 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 6<sup>th</sup> 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. 20500512I 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.

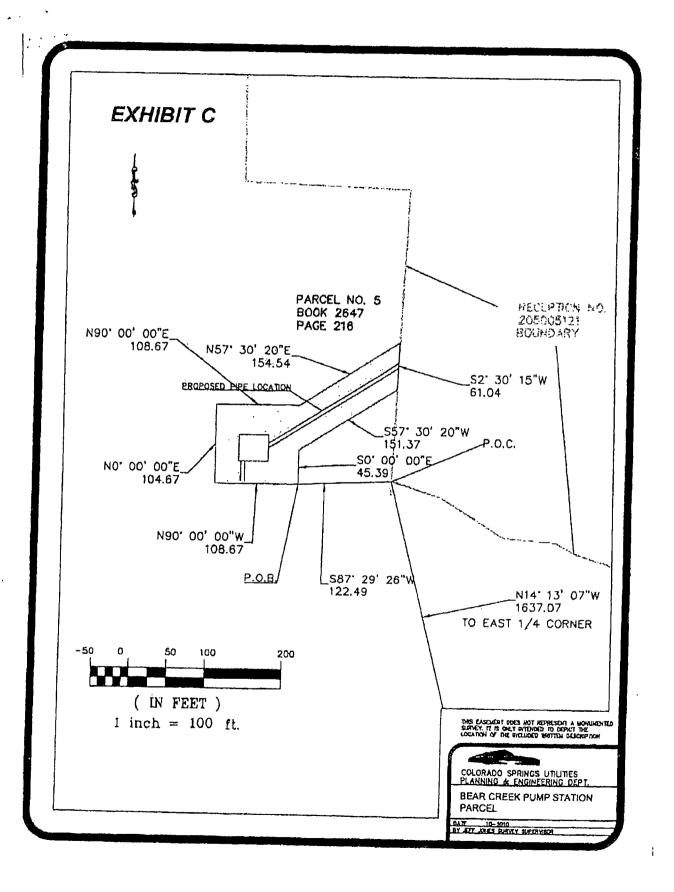
JEFFERY D. LONES

AND ON BEHALF OF COLORADO SPRINGS UTILITIES

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MAYNE W. WILLIAMS 04/17/2013 09:09:04 AM Doc \$0.00 Page 1 of 10

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El Paso County, CO

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.

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

Deputy County Clerk

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

Gennic History, Chair Amy Lathen, Vice Chair

## 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 Scrvice 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.

Page 1 of 4	County Int:	Licensee Int:
	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 Avenuc 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 -

Page 2 of 4 County Int: Licensee Int: Licensee Int: Date: 3/26/13

		F COUNTY COMMISSION SO COUNTY, COLORADO	
	By: Dennis	Hisey, Chair	·-
Attest:	Date:		
County Clerk and Recorder			
State of Colorado ) ss. County of El Paso )			
The foregoing instrument was ackno	wledged before m	ne this day of	20
Dennis Hisey as Chair of the Board of Count	y Commissioners	of El Paso County, Colorado	o and a
Dennis Hisey as Chair of the Board of Count to by Wayne W. Williams as Clerk and Reco			o and a
			o and a
to by Wayne W. Williams as Clerk and Reco	order of El Paso C		o and a
to by Wayne W. Williams as Clerk and Reco	order of El Paso C	ounty, Colorado.	o and a
to by Wayne W. Williams as Clerk and Reco Witness my hand and official scal.  My Commission expires:	order of El Paso C	ounty, Colorado.	o and a
to by Wayne W. Williams as Clerk and Reco Witness my hand and official scal.  My Commission expires:  Approved as to form:  OFFICE OF THE COUNTY ATTORNEY	order of El Paso C	ounty, Colorado.	o and a
to by Wayne W. Williams as Clerk and Reco Witness my hand and official scal.  My Commission expires:  Approved as to form:  OFFICE OF THE COUNTY ATTORNEY	order of El Paso C	ounty, Colorado.	o and a
to by Wayne W. Williams as Clerk and Reco Witness my hand and official scal.  My Commission expires:  Approved as to form:  OFFICE OF THE COUNTY ATTORNEY	order of El Paso C	ounty, Colorado.	o and a
to by Wayne W. Williams as Clerk and Reco Witness my hand and official scal.  My Commission expires:  Approved as to form:  OFFICE OF THE COUNTY ATTORNEY	Notary Public	ounty, Colorado.	
to by Wayne W. Williams as Clerk and Reco Witness my hand and official scal.  My Commission expires:  Approved as to form:	Notary Public	County Int: Lie	censee

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

	- March	<u> </u>	,
State of Colorado ) ) iss.  County of El Paso )  The foregoing instrument was accompany of the colorado of the	cnowledged before me	this <u>Ale TH</u> day of M	ARCH 2013 by
DAN J. SKOKAN,	TELD ENGR.	of the City of C	Colorado Springs,
Colorado, a home rule city and Colorado	municipal corporation	, on behalf of Colorad	lo Springs Utilities.
Witness my hand and seal.	E BA	HIARY A SCHINE	en g
My Commission Expires: MAY 27, 20	013 MY COM	MIJARIA A SCHMIND NOTARY PUBLIC STATE OF CO: ORADO MISSION EXPINES MAY  A. WALKEL	27,2013
	Parkara	a. Nohner	des
	Notary Public	CA TOO	
		·	
Approved as to Form:			
By: A Manu A Success Bethany Burgess, Senior City Attorne	ey-Utilities		
Date: 3-22-2013			
		•	
	Page 4 of 4	County Int:	Licensee Int:
		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 6<sup>th</sup> 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 6<sup>th</sup> 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:

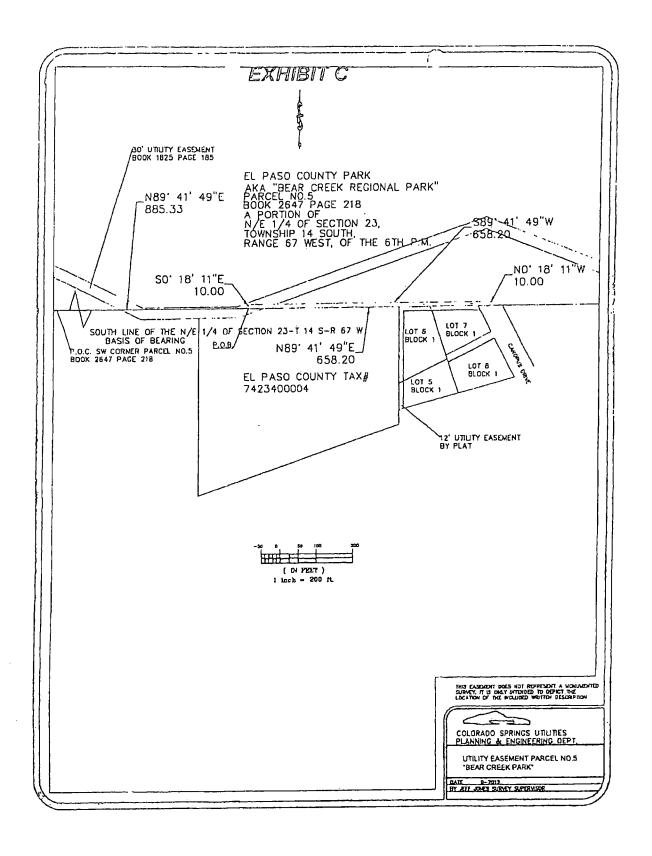
I, JEFFERY D. JONES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE INFORMATION AND BELIEF ARE CORRECT.

DATE 9/27/2012

JEHREROYO. JANES

ADØ/P.L.S. 28653

FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES



MEMORANDUM OF AGREEMENT	Project:	Canopus Main and Service Renewal		
CITY OF COLUMNOS SPRINGS	Location:	Bear Creek Park		
Wa Create Community Colorado Springs Willities	Parcel # or TSN:	740000340		
This Agreement made on this day of	Springs Utilities ( el for the Acquisi ney and/or comp	("CITY"). Just compensation was determined i lition and Disposition of Reul Property Interests		
Revocable Non-Exclusive Easement: (described in alteched Exhibits: A, B and C)  Area: 6,582 sq. ft. (*ASF) SF				
Improvements: NONE		ş		
Damages / Other: NONE		ss		
	Gross Total Cor	mpensation \$ 5,800.00		
		Less Credit S		
	Net Total Cor	mpensation \$ 5,800.00		
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.				
has prepared, incorporated and attached the following documents to this Agreement     Revocable Non-Exclusive Easement				
Request for Taxpayer Identification Form (W-9),				
	ayable to: El Pa	aso County, Colorado		
Ingrid Richter, Real Estate Services Manager	d Richter, Real Estate Services Manager Board of County Commissioners of El Paso County, Colora			
Date: B	ly: Dennis Hisey,	, Chair		
Ginny Halvorson, Project Manager		Date:		
Data:	y:W M			
Date: Wayne W. Williams, Clerk and Recorder  pis Ruppera, Real Estate Specialist: Approved as to Form/Office of the City Attorney:				
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Job G. Ruggera Date: 3/21/2013 Bethamps man Date: 3-22-12 cc: Grantor Date: 3/21/2013 Bethamps man Date: 3-22-12				
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 6<sup>th</sup> 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 6<sup>th</sup> 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;

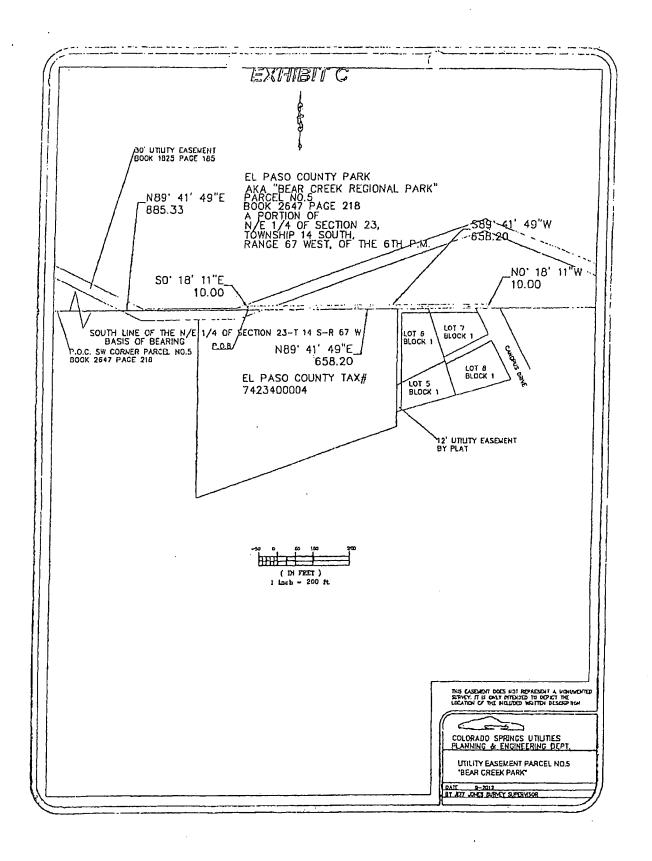
Commencing at the Southwest corner of said Parcel No.5, described in Book 2647 at Page 218 of the records of said county, Thence N 89° 41' 49" E, along the South line of the Northeast One-Quarter (1/4) of said Section 23, a distance of 885.33 feet, to the Point Of Beginning, Thence continue along said 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.

Child kinds 1 5 28652

ND ON BEHALF OF COLORADO SPRINGS UTILITIES



### 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 O 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)

- 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.
- 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 <u>945</u> AND AMENDED BY INSTRUMENT RECORDED SEPTEMBER 19, 1989 IN BOOK 5669 AT PAGE <u>637</u>.
- 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, 2004 TRECEPTION NO. 21411-1451.

BOOKK The state of framewood and attention of the country by the stand of the product in the continue of the stand May Forsterk Comm White Williams y Sales Granting The will are it down in the 3.6. P. A. Herries Lang Williams on I feel ring to be a tig in Californian South of Millians agree with dat very welfullar built the son I wanter be Carolina hely o stationing Strong To level, Barren and Old on for I down I monthly of tall barging or leave faramounty My and by the let the little that German Some or more with the last to the more at Predict france. hope in the to be from a not robe wet get that the world went and delivere to break in se - much of reds of him at a lange field backene in facilities and his finance the mine of feets. Survey of the second with the little of the second block of the second by the Grant 1888. Jay Police I remind nothing from it in come bruting hound to Allie I real, I was a red with the set Somewhole South Colling of the the land or in a boundaries of the draining die land Che at Gamps round . H. Jollie. Michely to bere in British of outrosing of a Chance that freshow that To a cho 12 - 1874 the love organists of the thought to be desired times I Part best Account in weeks to which couldness, the public for windly got his nate round to the to the west the combine of Thought to Milet I reduce was what for a regoverned to be you to Sail Buch Dearn's of Broken Brown March of Agentila), Dearloy like of the of the filled Mark in the State of the sail mount of the About the are water; On Jair ing Commenced as a Post state of hours of great all months of of the promy of the suggest To got a december the March of the Boat of the State of the sugar beautiful as the state the State the State of the State and have the what I day a the Mather with back of his haith the software Some news Come to the the wall than it is the hit will be him being af up land they at millioners on the dispers " Founds Industry the first in the printer of the view for a survey the letter with and be that to a the section the bound Pro 1 1 Francisco Berry St. of 24 We want the many plant at the Betty of the bounding the day the stand Cate or his the The home to the secretarion is 47 M. By Tayl & Ofen livy report of PERMIT IN W Land found from 3 Franch Bee'in 3 1 1191 2m2 to the thirt of fire mora At a Marke Coplatt some Fruting The commence of the Standard Competition of the Standards Fra Chipour lynn the family his a proper of the foregratal south with the the householders to be and the said Office In the wester wohnt to trading they it of form & that I have the become with the to the said of the said of

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Hoccived of Ailth o'clock \_\_\_\_ M\_AUC 5 1971

#### 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 "Granter," 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:

- The Northerly eighty (80) feet of the Northeast Quarter of the Northwest Quarter of said Section 23.
- 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 de vivos de prosesso de la productione

S 47°10'00" E, a distance of 320.00 feet; thence S 79038'00" E, 2903.00 feet, wore 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 heroin 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 E1 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? above should the County at any time determine it is necessary for the widoning 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 h	ave hereunto set the trhand
and sealer thes 5th day of	August, A.D. 1971.
2	_
W. Torrison	EL PASO COUNTY
ATTES EAL	By fam 7. There
Volgrical Contractor	Chairman of the Board of County Commissioners
Clerk and Roopedon	o wh
By Deputy County Cl. STATE OF COLORADO )	EIK
) SS	
COUNTY OF EL PASO )	
The foregoing instrument was acknowle	edged before me this <u>5th</u> day of
August , 1971, by James R	. Rossas Chairman of the
Board of County Commissioners and Vorna	Denuty
Recorder of El Paso County.	$\alpha$
My Commission Expires:	Claves W. Lugueren
September 75, 1971	NOTARY PUBLIC
HOIARY S	f Two Pages .
Page 2 0	i ino rages .
•NPUBVY/\$1	

BOOK 2524 PAGE 147

SEP 19 1972 919262 \_\_ HARRIET BEALS

QUITCIAIM DBED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF COLORAGO SPRINGS, COLORADO, a Municipal Corporation of the State of Colorado, acting by and through T. EUGENE McCLEARY, Hayor 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 horeby grant the Quitclaim to \_

EL PASO COUNTY, COLORADO ail rights and interests which the City of Colorado Springs, Colorado, may have for utility essements 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 Basement recorded in Book 2427 at Pages 76 and 77 under Reception Number 819443 of the records of El Paso County, Colorado.

STATE DOCUMENTARY

SEE ATTACHED DESCRIPTIONS

SEP 1 0 1972

FEE & MANU

או MITNESS IMEREOF, the City of Colorado Springs, Colorado, hus caused its corporate seal to be hereto affixed and these presents to bo signed and delivered by its duly authorized officer and Commissioner
CO LOOPHVEY this god day of August 1972.

T. EUGENE HCCLEARY
Mayor and Curmissioner to Convey

STATE OF COLORADO )

COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this  $\underline{Z} \neq \underline{A}$ day of \_\_\_\_\_\_\_, 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.

WITHESS MY HAND AND OFFICIAL SEAL

My Chromesica Expires: TARP

JIBTIC

#### DESCRIPTION

- The Northealy eighty (80) fact 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 Soction 15, Township 14 South, Range 67 Mest of the 6th P.M., Bi Peso County, Colorado; thence Northerly along the Bast 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 lest 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' Eusterly, a distance of 120.00 feet; thence angle left 90° 00' Eusterly, a distance of 120.00 feet; thence angle left 90° 00' Eusterly,
- 3. A strip of land eighty (80) feat in width lying forty (40) feet either side of the following described centerline:

  Commoncing at a point on the South line of Section 15, Township 14 South, Range 67 Nest of the 6th P.M., El Paso County,

  Colorado; said point being 40.00 feet Mesterly from the Southeast corner of said Section 15; thence Northorly, psrullel to and 40.00 feet distant from, the East line of said Section 15, to a point lying 40.00 feet Mast 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° M, a distance of 525.40 feet.

1 BOOM 2522 HIGH 432 917375 HARRIET BEALS

This Deed, Made this 11th day of Boptambor in the year of our Lord one thousand nine hundred and seventy two between

A Strip of land situated in the East one-half of the Northwest querter of Section 23, Township 14 South, Range 57 West of the 5th P.M., El Paso County Colorado, nore particularly described as follows:

The Hortherly 100 feet of the Southorly 140 feet of Lots 4 and 11 in Bear Creek Gardens, as recorded in Flat Book C at Page 14 of the El Page County Records.

The above described tract containing an eros of 3,0199 scree, more or less.

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

In Witness Whereof, The said part y of the first part has and scal the day and year first above written.

El Paso County, an arganistic within the State of Cold County Counties on the Convey

STATE OF COLORADO

88.

County of EL PASO
I do hereby certify that James R. Ross, Commissioner to Convey personally known to me to be,t

whose name is subscribed to the foregoing deed, appeared before me this and acknowledged that he signed, scaled and delivered the foregoing deed free and voluntary act and deed for the uses and purposes specified therein. Signed the control of th

March 2, 1976

Vina M Feiher

SEF 19 1972 919264 HARRIET DEALS

800x2524 PAGE 150

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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 grent, sell, and convey unto Grantes, its successors and assigns, a perpetual Right of Way and Essement for construction, maintenance and operation of electrical lines, including necessary poles, vaults, wires, guys, enchors, together with necessary fixtures and attachments, said Right of Way and Ensement being described as follows, to wit:

1. Over and seross 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 Easament to be fifty (50) feet in width, described as follows:

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

Reginning at a point on the South line of said Soction 14, a distance of 59.30 feet Mesterly thereom from the Southeast corner of the Southwest quarter; Caurse No. 1: thence Northerly on the Westerly right of way line of South 21st Street as presently traveled, a distance of 1,276 feet orner or less to the South line of the existing cometery as presently located, said cometery being defined as being 21 feet (North-South) by 37 feet (East-Mest) 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 Mesterly of and adjacent to the Westerly right of way line of South 21st Street as presently traveled; Course No. 2: thence Mesterly on the Southerly line of said cometery, 37 feet to the Southwest corner thereof; Course No. 3: thence Northerly on the Mesterly line of said cometery, 21 feet to the Northerly line of said southeast quarter of the Southwest corner thereof; Course No. 4: thence Mesterly on a line 30 feet Southeast quarter of the Southwest quarter of said Section 14, and sistence of 350 feet norse or less to intersect the Southwest quarter of said Section 14, a distance of 350 feet norse or less to intersect the Southwest quarter; Course No. 5: thence Mesterly on said Southerly line, a distance of 900 feet more or less to intersect the Mesterly line of said Southeast quarter of the Southwest quarter; Course No. 6: thence Southerly on said Mesterly line 50 feet to intersect a line drawn 50 feet to intersect a line drawn 50 feet to intersect a line drawn 50 feet Southorly from and parallel with the Southerly on as all Mesterly line 50 feet to intersect a line drawn 50 feet Southorly from and parallel with Course No. 6: thence Southerly on a line 50 feet Mesterly from and parallel with Course No. 4 an hereinabove described; Course No. 9: thence Easterly, 50 feet Southerly from and parallel with course No

 Over and across a portion of the Northwest quarter of Section 23, Township 14 South, Range 67 West of the 6th P.M., 51 Pase 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 5 1°18'42" M, a distance of 120.00 feet; thence 5 80°29'55" N, a distance of 120.00 feet; thange N 1°18' 42" E, a distance of 120.00 feet; thence N 9°29'55" E, a distance of 120.00 feet; thence N 9°29'55" E, a distance of 120.00 feet; thence N 9°29'55" E,

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

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 contarline: Commencing at the point of intersection of the East line of said Section 15 with the Southerly line of Lower Gold Carp Road; thence Northwesterly on the Southerly line of said user Gold Carp Road; a distance of 53.40 feet to the point of beginning of the contribution of said utility casement; thence angle left 49'18'0' Southwesterly, a distance of 620 feet sore 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 ensument, extending or shortening the side lines of said 80 foot strip to terminate at the Southerly line of the aforementioned Lower Gold Carp Road, and extending or shortening the side lines of said 80 foot strip to terminate at the Southerly line of the aforementioned Lower Gold Carp 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.

ether with the right of ingress and egress to and from said

together with the right of ingress and egress to and from said Right of Way and Essement in the exercising of rights herein grunted. That no building or structures shall be constructed on said Right of Way and Essement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any treas 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 Granter (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.

#### BOOK 2524 MIE 152

2/1809

IN NITNESS MMERSOF, the undersigned have herounto set his kand and seal , this 11th day of September , A.D. 1972.

EL PASO COUNTY

By Chairman of the Soard of County Chairsioners and Commissioners and Commissioner to Convey

STATE OF COLORADO ) 95

Verna M. Ficher

My Commission Expires: March 2, 1976.

Page 3 of 3

## 2 - 11 - 76

STATE OF COLORADS, COUNTY OF REPARC FEB 11 1976

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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 E1 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 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 May and Easement for the purpose of construction, maintenance, and operations of said lines.

15.0 In the second of the undersigned has herounto set his hand and seal his band of February A.D. 1976.

BOARD OF COUNTY COMMISSIONERS OF EL PASO/COUNTY, COLDRADO

Chairman and Commissioner to Convey

Near OF EOLORADO SS

The foresting spstrument 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.

My commission expires 3/2/76.

i.

Notary Pub

# SOUTHWEST ANNEXATION MAP TO THE CITY OF COLORADO EL PASO COUNTY, COLO

#### WHEN AL MED BY THE DE PRESCRIS:

MAINTING UNDERSTOODS. THE CONTROL SPACEOUS PARTICS. WING A MARCH TO FREE CONTROL PROPERTY, DOES HERELY DICTARY
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CONC. PURSUANT

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#### ANNEXATION MAP AREA ADDITION NEXATION ;ITY OF COLORADO SPRINGS, ASO COUNTY, COLORADO.

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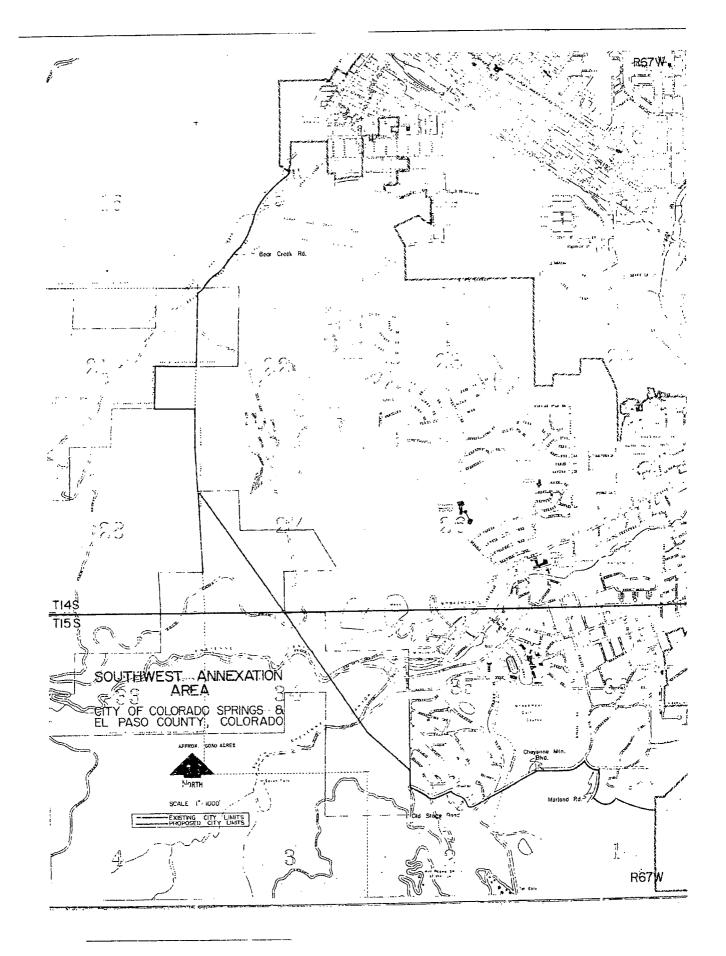
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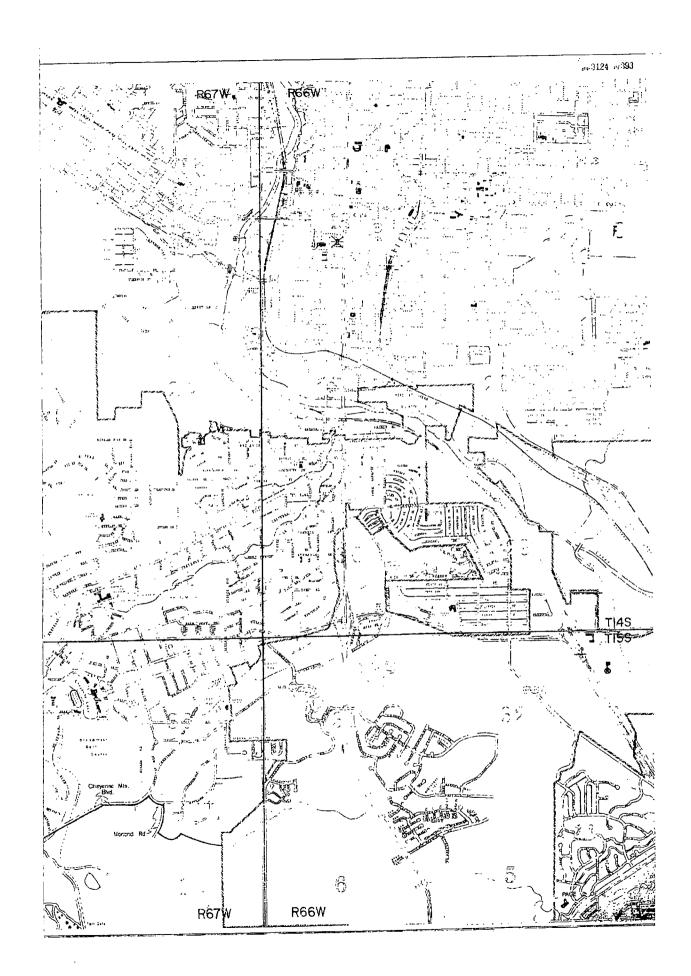
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THE COURSTONIO MERCAN DESIGNED THE TOUR PRESENCE OF THE MAS CONTACTO AND GRAIN UNDER HIS SUPERVISIO, AND THAT SAID MAP AUT. ATTEC SHOWS THE DECIRED. FRACT TO TILD FOR DISCUSSION A 1 METER.

THE CLY OF CO-JAND SHEETS, COLORAGO

MI: Dec 27, 1978







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

Resolution No. 89-101, Land Transfor-3

EXHIBIT 2

MUDICED AGREEMENT

ORION DRIVE/BEAR CREEK PARK STORY SIMER OUTPALL PROJECT

THIS AMENDED AGREDIENT made and entered into this 1/1 day of September, 1989, by the MAND OF COUNTY COMMISSIONERS OF EL PAGE COUNTY, COUNTED, (herinatus: called "MAND") and the CITY OF COLORADO SPRINGS (herinatus called "CITY").

#### RECITALS:

A. The CITY is in the present of constructing an Underground Storm Orbinage System located within the City of Colorado Springs, E) Page County, Colorado.

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

C. The DOARD is agreeable to providing an easement for stems sower purposes under the torms and conditions as contained in this Agreement.

NOW, THEREFORE, MASED UPON THE PUTUAL CONSIDERATIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- Used upon the conditions contained herein, the DCARD shall grant a temperary construction and a perpetual subsurface essentent to the CITY for underground storm sever purposes, which casement shall be in the form attached to this Agraement and incorporated herein by reference.
- 2. The egreement and obligations of the FWNRD to grant an essemble 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 atom sower must be commined 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 UL TROS COUNTY without recourse on the part of the CITY:
  - although the CITY will have the responsibility of approving the design and specifications of the storm source and will have the responsibility of maintenance for the same, nonetheless, the EL PASO COUNT PARK DEPARTMENT chall 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 construction should be suppressed to the same construction and shall further indicate their approval by signing a standard form construction should be suppressed to the same construction and shall further indicate their approval by signing a standard form cover sheet;
  - the CITY will have the responsibility for the Rovegetation/ Restoration of the initial construction required within the casement in accordance with the Buognathion/Restoration Plan attached hereto and incorporated by reference herein;

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10065669 ## 0638

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

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

DATED THE YEAR AND DATE first above written.

BOARD OF COURTY COMISSIONERS OF SI. PASO COUNTY

Dunty Clork

CITY OF COLUMNO SPRINGS
30 South Navada Avenue
Colorado Springs, CO 80901

July & Sauce
Rayor, City of Colorado Springs

APPROVED MAKE

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1005669 tot 0639

#### EXHIBIT 2

#### AMENDED EASIDIERT

FOR

ORION DRIVE/HEAR CREEK PARK STORY SINER OUTPALL PROJECT

THIS GRAIF OF AMENDED PASSABER IS mails and secuted this COUNTY CONMISSIONERS OF EL PASSABLY OF COUNTY CONMISSIONERS OF EL PASSABLY OF COUNTY CONTINUES OF EL PASSABLY OF COUNTY CONTINUES OF ELPASSABLY OF

FOR CCCO AND VALUABLE CONSIDERMATION, the recoipt of which is hereby acknowledged, and as a result of a cartain Anamaked Agreement dated of even date between the COARTO OF CORRECT CONTROLLERS OF READ COUNTY CONTROLLERS, the BOARD OF COUNTY CONTROLLERS OF ELECTION COUNTY CONTROLLERS OF ELECTION OF THE PROPERTY OF COLORAD SPRINGS AS hereinated to the CTT OF COLORADD SPRINGS As hereinated described and subject to the terms and conditions contained torein.

#### DESCRIPTION OF EASERBAIL

A temporary construction essemant 75 £ 135 feet in width for the purpose of construction of an underground storm sever and a 50 £ 110 foot wide permanent magnetic for the introduce of maintenance, repair and replacement of an underground storm sever, which avended temporary and permanent wasomants are more particularly described in the attached logal descriptions identified as Attachmants C and D which are incorporated by reference as though fully not forth.

#### PURPOSE OF EASPHERT

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

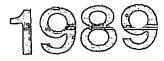
#### DURATION OF CASEMENT

The permanent consoment granted herein shall be perpetual and chall commence from the date of the grant end chall run with the land and be binding upon successors and anxigne provided, however, that said easement shall carminate at any time upon their permanent abandonment; or if construction does not commence and be completed within one (II) year from data of this grant, the GRATOR without recourse of the GRATCE, may vacate the comment.

The temporary pasement 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 cleurs (irst.







100x5669 NH D640

#### CONDITIONS

i. Those ensemble are conditioned upon the GRAYTEE providing all maintenance and repair of the underground storm scarr, which maintenance and repair will consist of revogetation of the ensement area. Except for emergency reprises the Grantoe shall give notice to the ELPASD COUNTY PARE DEPARTMENT in order to condinate all maintenance and repairs. Following all maintenance and repairs, the GRAYTEE shall restore and revogetate the casemare in accordance with that cortain Agreement buttoon the GRAYTEE dated of even date.

2. To the extent authorized by law, it is expressly agreed between Granter 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 an ambiget to the provisions and limitations of liability under the Colorado Covernmental Immunity Act, for any judgment against the County of El Paso by reason of and resulting from the negligent performs of or failure of perform, by the City of Colorado Springs, any of Grantee's obligations and duties under the provisions of this easonant, the parties understanding, however, that this indemnification provision is personal to and shall apply only to the County of El Paso, and shall only apply to or indemnity the successors and assigns of the County.

#### GRANTOR COVINANTS

The GRANIOR covenants and agrees that no act will be permitted within said easments which are inconsistent with the rights borein granted; that no permanent building will be creeted or constructed upon said easments; and that the present grade or ground level of said easments; and exceptively changed by excavation or by filling to control and, to the extent reasonably incorporary, to provent the construction or alteration within the inition of said easments, of land filling land excavations, or water impoundments which might reduce the safety of or cause a heavant to the operation of the GRAVIER's facilities constructed within the easements herein granted.

THIS PASDURT made and entered into the year and date first above writton.

BOARD OF COUNTY COMMISSIONERS OF EL PACO COUNTY

wall comi stioner of the trans

Dipity County Clerk

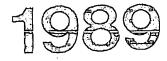
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### 1000 5669 NA 0641

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RECCHPENOED SEED HIX	X COMPOSITION
Fairway Crested Wheat	47.62
Annual Ryo Grass	28.45
El Reno Sideoals Grama	6.20
Blue Grama	0.05
Sand Love Grass	8.74
Max. Inert Ingredients	5.00

Applied 0 32 lbs. PL5/acro.

- following seeding, excelsior fiber matt shall be installed on all
  disturbed areas for better moisture retention and erosion control and
  shall be proporly anchored in accordance with manufacturers
  specifications: "The City shall be rasponsible for insuring adequate
  germination of the seeded areas to insure proper restoration of all
  disturbed areas.
- If adequate rainfall does not occur to promote idequate seed germination, the City shall be responsible for providing supplemental mulsiume to the seeded area.
- 11. Quarantees shall be provided by the City:
  - A. All resceding and revegetation shall be guaranteed for two (2) full growing seasons.
  - 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.
  - Any excessive erosion in the construction/essement area shall be repaired by the City, resceded end erosion matted.
- All construction activities shall be contained within the designated easecent.
- 13. Any general and/or unspectified 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.

SWHITTED BY:

APPROVED BY:

APPROVED TO FORM

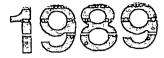
Hayor, City of Colorado Springs

Virector

CORPORATE ATTORNEY CITY OF COLORADO SPILINGS







1007 5669 NIL 0642

#### FYHIBIT 2

#### REVEGETATION/RESTORATION PLAN

### FOR

### ORIOR URIVE/DEAR CREEK PARK STORM SERER OUTFALL PROJECT

- The City shall be responsible for the renoval, disposal and general cleanup of any trees, stumps and plant material cut down due to construction operations and which are approved for renoval by the County Park Department. Any vegetation approved for renoval shall be replaced by the City with a variety and size as approved by the County Park Department.
- If topsoil exists on the easement, it shall be removed and stockpiled prior to construction and redistributed before seedbed preparation.
- 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.
- In the event that excevated 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.
- 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.
- 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 <u>all</u> 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.

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Attachment "C", Shoct 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, Tounship 145, Range 67 West of the 6th Principal Meridian, and Lots 1 to 14 inclusive of Bear Creek Gardens as recorded in Book 2647, page 316 of El Paso County, Colorado.

A temporary construction easement for the construction and installation of a storm saver and appurtenances over, across, and through the above described property.

Said temporary construction casesent being more particularly described as follows:

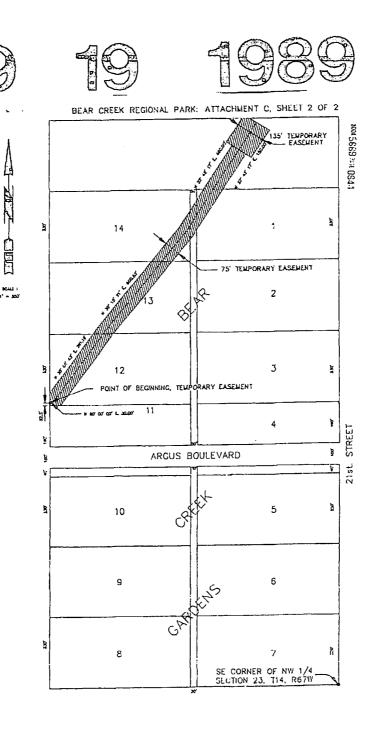
particularly described as follows:

Beginning at the southwest corner of said lot 12: thence mortherly along the wast lot line of lot 12 a distance of 22.5 feest to the Point of Deginning of the conterline of a 75 foot wide temporary easement with the west lot line of lots 12, 11, and 14 assumed true morth; thence a distance of 30.0 feet at a bearing of N 90 00' 00" E; thence a distance of 39.1.8 feet at a bearing of N 35 06' 43" E; thence a distance of 600.52 feet at a bearing of N 35 06' 15' 21" E; thence a distance of 450.00 foot at a bearing of N 32' 42' 17" E to the end of the 75 foot wide temporary easement; to the Point of Reginning of thence a distance of 150.00 feet at a bearing of N 32' 42' 17" E to the end of the 75 foot the centerline of a 135 foot wide temporary easement.

Said temporary easement containing 1.97 acros, more of loss.

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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 145, Range 57 West of the 6th Principal Meridian, and Lots 1 to 14 inclusive of Boar Crock Gardons 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 sever and appurtenances, ever, ecross and through the above described property.

Said permanent observent being work particularly described as follows:

describes on Tollovs:

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 ngoth; thence a distance of 30.0 feet at a bearing of N 90 00' 00" Ethence a distance of 391.18 feet at a bearing of N 35 of 41" E; thence a distance of 50.5? feet at a bearing of N 35 of 41" E; thence a distance of 50.5? feet at a bearing of N 35 of 44" The stance of 50.00 feet at a bearing of N 35 of 45 of 45

Said permanent easement containing 2.00 acres, more or loss.

BEAR CREEK REGIONAL PARK: ATTACHMENT D, SHEET 2 OF 2 110' PERMANENT 100 5669 RES 0646 60' PERWANENT EASEMENT ğ 14 2 Ł POINT OF BEGINNING, PERHANENT EASEMENT 21st. STREET À ARGUS BOULEVARD ä 5 10 6 8 SE CORNER OF NW 1/4 SECTION 23, T14, R67W

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### GRANT OF TEMPORARY AND PERMANENT SANITARY SEVER EASEMENT

THIS GRANT OF TEMPORARY AND PERHANENT EASEMENT is made and executed this distinct of PACALY 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 anknowledged, 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

### 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 sever 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 EASEHENT

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 sever lines. Except for emergency repairs, the Grantee vill 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 sever line. Grantee shall, following construction, revegetate any disturbed areas caused by the installation of the underground seve: 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.

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### GRANT OF TEMPORARY AND PERMANENT SANITARY SEVER 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

- C. Grantee agrees that at no time vill 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 shall have the right to cut, trim or othervise control any tree, brush, overhanging branch or other vegetation that needs to be cut, trimmed, controlled or othervise 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 exystem. 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 Granter. 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 crected or constructed upon said assement; 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. egress.

The sole responsibility for routine surface maintenance of said exsement 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.

PAGE

GRANT OF TEMPORARY AND PERHANENT SANITARY SEVER EASEMENT - Continued

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

BOARD OF COUNTY CONHISSIONERS OF EL PASO COUNTY

OF COUNTY Commissioners and attested to by Ellean Gilbert, De County Clerk.

Hy Commission Expires: August

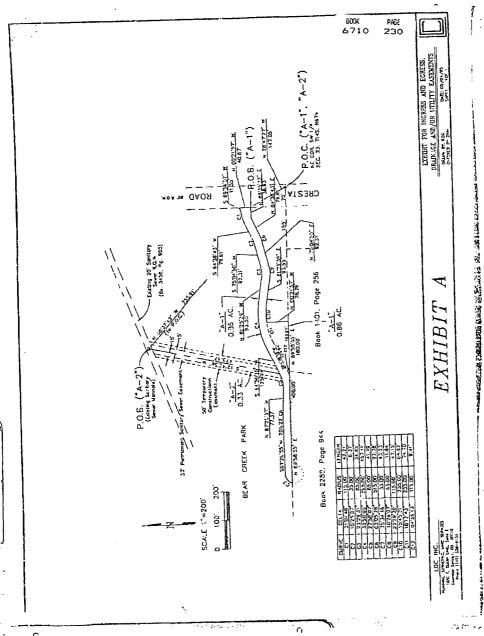
APPROVED AS TO FORM:

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Mose of wholey direction 4111195

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C







### 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 57 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 (set to an existing sanitary sower 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 feet wide easement to be lengthened and/or shortened to terminate at the Northerly end with the Southerly right-of-way and excernent line of that 20 feet wide sanitary sewer Grant of Hight-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.

'n

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 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
	day of				008.			

ROBERT C. "BOB" BALINK 11:34:02 AM 06/05/2008

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El Paso County, CO

208064663

Grantor:  Autor  Autor  Orantor:  NON-EXCLUSIVE P	BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO  By: Hory Dennis Hiscy, Chair  ERMANENT EASEMENT
State of Colorado ) ) S.S. County of El Paso )	
The foregoing instrument was acknow 2008, by Dennis Hisey, Chair, Board of Coand as attested to by	anty Commissioners of El Paso County, Colorado,
Notary Public	
My Commission Expires:	
Grantec:	
Qwest Corporation, its subsidiaries and affilia	ntes
By: Whick Manall MURK MANSELL Title RIGHT O	DWAY MANAGER
State of Colorado ) ) S.S. County of Pueblo )	
2008, by muck mansell, as <u>Pight oth</u>	rledged before me this 14th day of May,
My Commission Expires: 8/8/2011	NOTARY:
Mry Commission Expires. 117 117 18 011	PUBLIC OF COLORS  OF COLORS  MY COMMISSION EXPIRES  08/08/2011
	00/03/-

### **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:

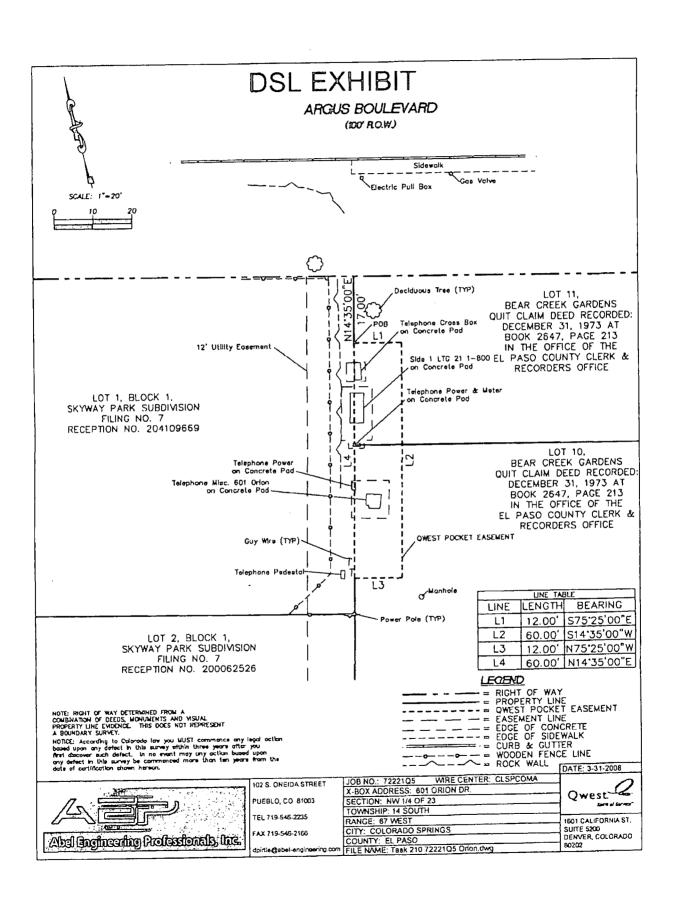
- 1. S75°25'00"E a distance of 12.00 feet,
- 2. S14°35'00"W a distance of 60.00 feet,
- 3. N75°25'00"W a distance of 12.00 feet; to a point on the West line of said Lot 10,
- 4. N14°35'00"E a distance of 60.00 feet along said West lines of Lots 10 and 11, to the point of beginning.

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 Onicda St., Pueblo CO 81002





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

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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 I	Rermanent	Easement
this	day of	, 2008.	1	

ROBERT C. "BOB" BALINK 06/16/2008 09:29:38 AM

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Page 1 of 4 Rec \$0.00

Fi Paso County,

Project Bear Creek Park: NEPE	
Grantor:  Atticity  Atticity  Common Clerk and Recorder  700	BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO  By: Hary Dennis Hisey, Chair
State of Colorado ) ) S.S. County of El Paso )	
2008 by Dennis Liney, Chair, Board	acknowledged before me this 2 nd day of June, of County Commissioners of El Paso County, Colorado, Bolink County Clerk and Recorder.
Owest Corporation, its subsidiaries and By: Which Wandl MURK MANSEII Title Rich	
State of Colorado ) S.S.  County of Pueblo )	
The foregoing instrument was 2008, by muck mansell, as Pight Notary Public Search My Commission Expires: 8/8/	acknowledged before me this 14th day of May of Way Manager of Qwest Corporation.  NOTARY PUBLIC S  PUBLIC S  EXPIRES

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:

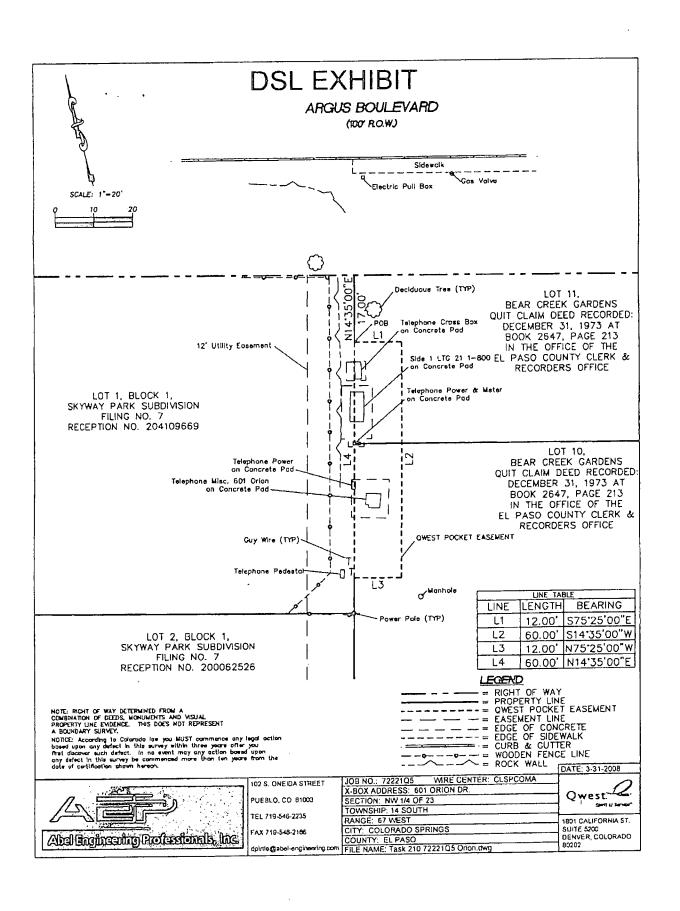
- 1. \$75°25'00"E a distance of 12.00 feet,
- ... 2. S14°35'00"W a distance of 60.00 feet,
- 3. N75°25'00"W a distance of 12.00 feet, to a point on the West line of said Lot 10,
  - 4. N14°35'00"E a distance of 60.00 feet along said West lines of Lots 10 and 11, to the point of beginning.

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





### 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 useof 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.

WAYNE W. WILLIAMS EI Paso County, CO

02/16/2011 03:32:20 PM Doc \$0.00 Page

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DONE THIS 15th day of February, 2011, at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

Amy Lathen, Chair

### **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.
- 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:

- 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.
- 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.
- 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.
- 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 on the day of February,	hereto have executed this Facility Use Agreement 2011.
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO
By:County Clerk and Recorder	By Arny Lathen, Chair
	BEAR CREEK GARDEN ASSOCIATION
	By: Qua marin Ny marin Charmaine Nymann, President

APPROVED AS TO FORM:

By: Sori S. Slage 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 1<sup>st</sup>. If any fees and/or deposits are not paid in full by March 15<sup>th</sup> 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 15<sup>th</sup>, 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 asneeded 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 Ei 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 <u>support</u> 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 ( $\frac{1}{2}$ ) 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  $\frac{1}{2}$  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, Herbloides, 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 handheld 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 furned 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 <u>maximum</u> 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 15<sup>th</sup>. 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 15<sup>th</sup>. 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.<sup>1</sup>
- 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.

<sup>1</sup> 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) <u>To BCGA</u>: 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.
- 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 ( day of, 20, 20, 20, 20, 20, 20, 20	Creek Gardens was acknowledged before me this by		
Witness my hand and official seal.			
My commission expires:			
[SEAL]	Notary Public		

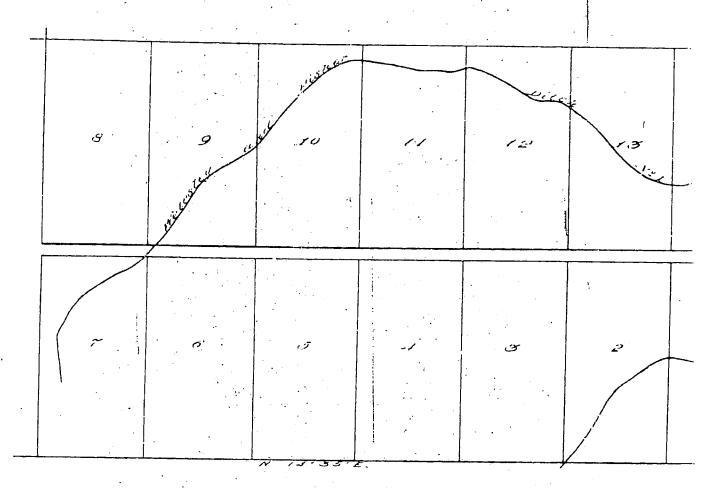
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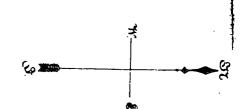
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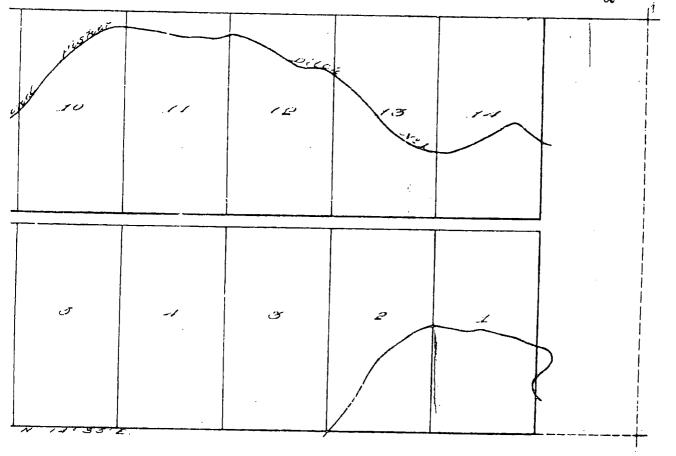
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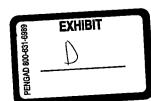
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### **EXHIBIT D**

### 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)

- 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.
- 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. 22,2014AT.RECEPTION NO. 2141745L

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

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 65) leet to the true point of beginning of right of way and Exament 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 16°15' a distance of 753 feet; thence angle right 08°28' a distance of 425 feet to terminus of Right of Way and Fasement 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  $14^{\circ}15^{\circ}$  and  $08^{\circ}28^{\circ}$ .

Excepting from the above that portion contained within dedicated roads or

together with the right to enter upon said property for the purpose of making

1. TITESS WEETOF, the undersigned have becomes set their

tenaits 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 vices and fixtures of any other company to said poles on boses 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.

hands jund scal this 4th	day of	August	, A.D. 19 66
ATTEST:		ARD OF COUNTY	
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I to the Samuel	Les	1 Dilley	(SEAL)
State of Colorado,) ss. County of El Paso,)			, (SEAL)
The foregoing instrument was a	eknouledged l	before me this	4th day of
August , 19  Roard of County Commissioners C. II, Bickley, Commissioner,	66 , by Ke i; Rodger M and Norman	ith D. McBurne I. Pay, Commiss C. Poote, Chi	y, Chairman of the ioner and ef Deputy County
lerk.  (1) / 1 1/2  My commission expires 9-6-67			
High		POTAFY PUBLI	r

Hocolved of Rills of oloos / M. AUC 51971

### 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:

- The Northerly eighty (80) feet of the Northeast Quarter of the Northwest Quarter of said Section 23.
- 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 1º38' 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 1038' 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 America Ser Mas

S 47°10'00" E, a distance of 320.00 feet; thence S 79°38'00" E, 29°03.00 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 Granter (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 ther hand

IN HITHIGS MILKEST, the distriction	CHE
and seal of this 5th day of	August , A.D. 1971.
ATTESEAL VOLUME	By Jan 7. Ton Chairman of the Board of County Commissioners
By Deputy County C	<u>lerk</u>
STATE OF COLORADO ) ) SS COUNTY OF EL PASO )	
The foregoing instrument was acknow	ledged before me this <u>5th</u> day of
August , 1971, by James Board of County Commissioners and Verna	Denuty.
Recorder of El Paso County.  My Committation Expires:  September 5, 1971	OBJUES N. Sugea.su

300x 2522 PAGE 431 SEP 12 1972 = HARRIEF BEALS 917374 - 6

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This Beed, Made this 11th day of September , in the year of our Lord one thousand alon hundred and neventy-two between the page County, an organized County within the State of Colorade of the County of

A strip of lond situated in the Worth one-half of Section 23, Township 14 South, Renge 67 West of the 6th P.H., 21 Poso County, Colorado, core particularly described as follows:

Buginning at the North quarter corner of said Section Z3, run thence Easterly along the North line thereof a distance of 20.7 feet to the Easterly R.S.V. line of a County Read known as Twenty-first Street; thence angle Right, Southerly along said Easterly R.S.V. line education of a 13,44 feet, some 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 Laft 19-20° and run Southerly along said Easterly R.S.W. line a distance of 2,210,44 feet, some or loss, to a point 10.0 feet Easterly of the conter of said Section 23; thence angle Right along the East-Wast center line of said Section 23; thence angle Right along the East-Wast center line of said Section 23; thence angle Right along the East-Wast center line of said Section 23; thence angle Right along the 70.0 feet to a point on the Vecterly R.D.V. line of a County Road shown as Thenty-first Struct; thence angle Right, Northerly along the Vesterly R.D.V. line thereof e distance of 2,210.56 feet, more or loss to a point 70.0 feet southerly and 414.02 feet Southerly of the North quarter corner of said Section 23; thence angle Right 10-20° and run Northerly along the Westerly R.D.V. line a distance of 413.56 feet, more or less, to a point 53.3 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 Segiming.

Excepting from the above described tract all portions heretofore dedicated for

The above described tract containing an area of 4.8191 acres, more or less.

STATE OF COLORADO

88.

County of EL PASO
I do hereby cartify that James R. Ross, Commissioner to Convey

County of EL 1950
I do hereby cartify that Jamas R. Ross. Commissioner to Convey
I do hereby cartify that Jamas R. Ross. Commissioner to Convey
personally known to me to be the topersonally known to me to be the tosigned, scaled and delivered the foregoine there and the tofree and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 11th day of September 1976
My commission expires March 2, 1976.

### SOUTHWEST ANNEXATION MAP TO THE CITY OF COLORADO EL PASO COUNTY, COLO

ARDITAL MEN BY THE C PARSENTS:

THAT THE UNDESCRIPTOR THE CITY OF CLICARIOSS HOWS, HAVING FINESCIPTING CONTINUE, A PEAL PROPERTY, COTS MERIEF DELIVATION OF THE PEAL PROPERTY, COTS MERIEF DELIVATION OF THE PEAL OF THE PEAL OF WHAT FOR DELIVATION MAY SHOW CLIPPING ALL OF THE CONTINUE OF

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ANNEXATION MAP

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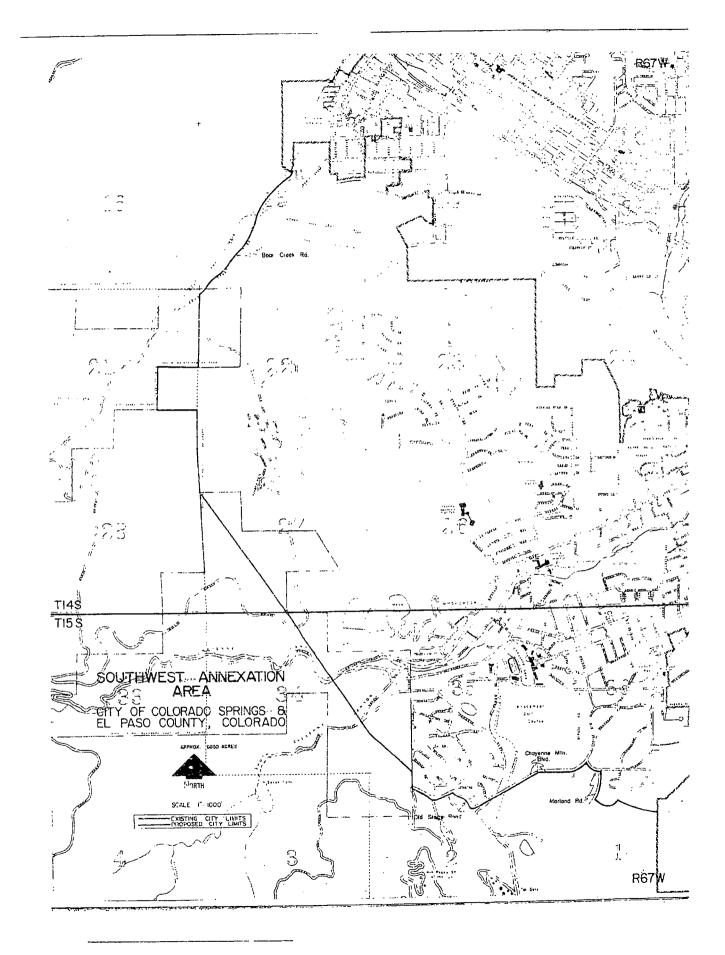
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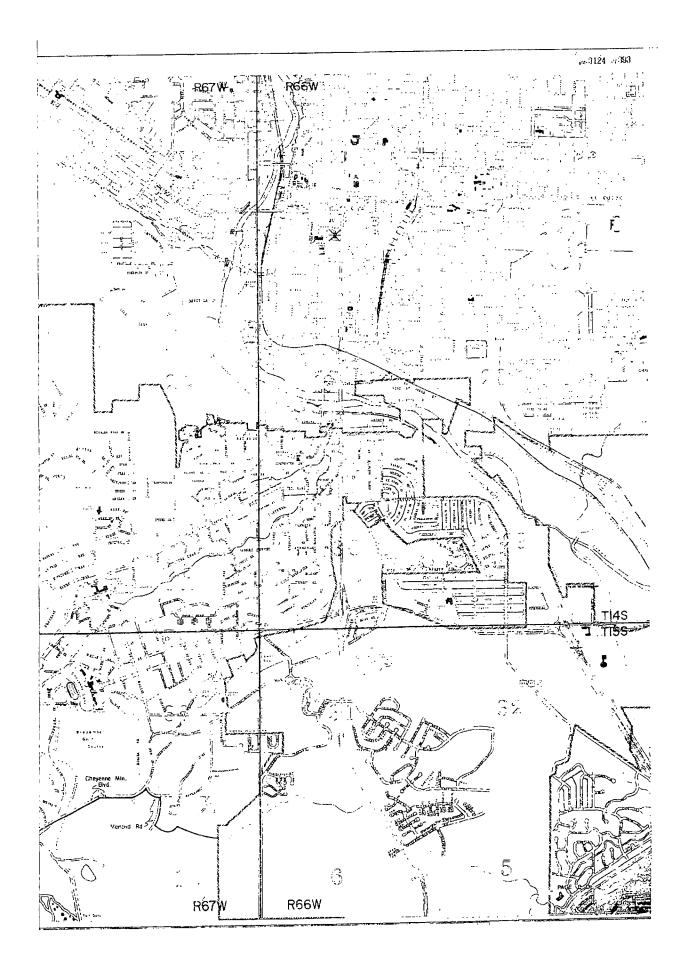
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PAGE 1 OF 2





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ARDIS W. SCHMITT EL PASO COUNTY CLERK & RECONDER Resolution No. 98-294, Land Transfor-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 COHMISSIONERS of E: Paso County, Colorado, and the STATE OF COLORADO, the BOARD OF COUNTY COMMISSIONERS of E: Paso County does hereby grant, bergain, 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.  $\frac{1}{2} \left( \frac{1}{2} \right) \left( \frac{1$ 

### 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

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY

By: Mary Marrison Chairman and Commissioner to Convey

ATTEST:

STATE OF COLORADO ) COUNTY OF EL PASO ) ss.

Subscribed and sworn to before me this 19th day of Structure 1988, by Hack Hockson, Chairman of the El Paso County Board of County Commissioners and attested to by Docks Hack Deputy County County County County

My Commission Expires: Leberary 5,1992

(SEAL)

Notary Public + Bilbut

800K 5558PAGE 1256

CAHIBIT A

Groiner Engineering Sciences, Inc 5373 N Union Bouleverd Colorado Sp. ngs. Colorado 809 18 (303) 593-0212

Greiner

A Greiner Engineering, Inc. Company

May 10, 1988

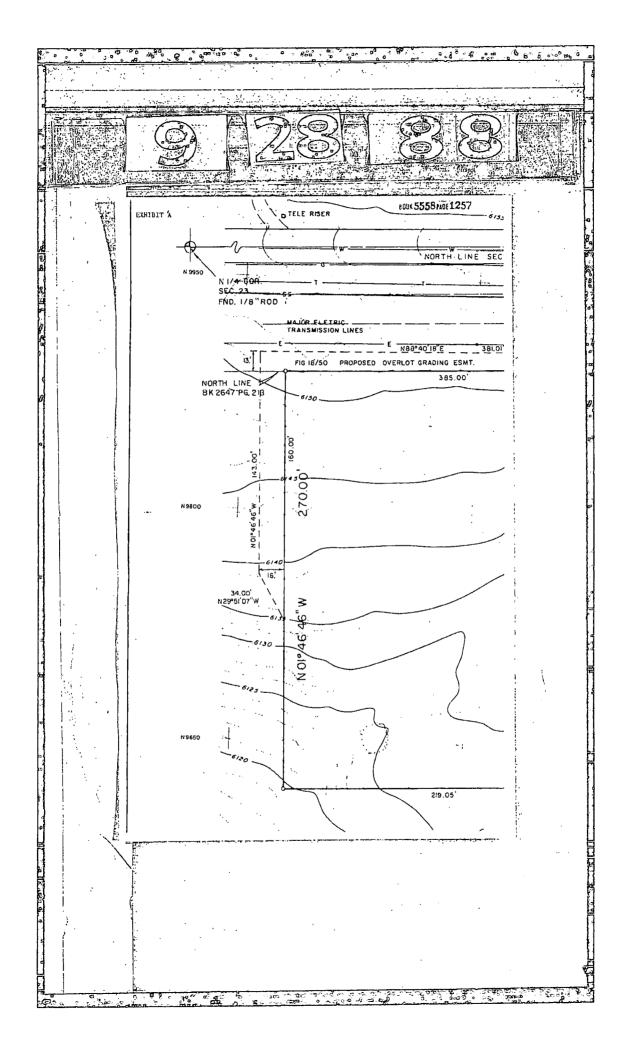
LEGAL DESCRIPTION

Fig. 18/50 CSP

A parcel of land situate in the northeast quarter of Section 21, Township 14 South, Range 67 West of the 6th Principal Mcridian, 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 \$80°30'14"W a distance of \$95.80 feet, to the point of beginning; thence along the north of \$95.80 feet, to the point of beginning; thence along the north of a tract of land as described in the records of £1 Pago line of a tract of land as described in the records of £1 Pago County in Book \$309 at Paga 1079, \$88°31'14"W a distance of County in Book \$309 at Paga 1079, \$88°31'14"W a distance of land \$35.00 feet; thence along the west line of said tract of land \$351°46'46'E a distance of 160.00 feet; thence \$29°51'07"W a \$351°46'46'E a distance of 160.00 feet; thence \$88°40'18"E a distance of \$381.01 feet; thence \$650'12'52"E a distance of \$2.36 feat to the point of heginning. The above described parcel contained 6801.5 square feet more or less. loss.

OVERLOT GRADINIS EASE! (E.IT



## 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 established to the Carlor 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 state, hereinafter referred to as GRANTEE and Easement subject to the terms and conditions situate therein, 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 Granter 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 May of Seek

CITY-QF COLQRADO SPRINGS, COLORADO Name:

Group Support Managor David S. Zelenok, P.E.

**Applic Works** 

APPROVED AS TO FORM CITY OF COLORADO SPRINGS

State of Colorado

County of E! Paso

The foregoing instrument was acknowledge before me this H day of September 1998, by baired & Lelenne 12810 Publicities of Colorado Springs, Colorado, as attested to by Linchy L. Conum Deputy City Clerk.

Winess my hand and official seal

A Commission expires.

Notary Public

day of De Story 1998.

J. Patrick Kelly El Pass Cty, © 099146192 09:11 09/16/1999 Doc Rec

Page 2 of 10 \$0.00

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By: Will All Brown, Charleson,
Board of County Commissioners of El Paso County, GRANTOR

ATTEST:

Leury Clerk

The foregoing instrument was acknowledge before me this 12th day of El Basos County, Commissioners of El Basos County, Colorado, and Elicen Gilbert, Deputy Clerk to the Board of County County, Colorado. 616. All best of El Paso County, Colorado.

616. Witness my hand and official scal.

618. Witness my hand and official scal.

Approved as to Form:

Office of the County Attorney

J. PARTICK Kelly El Paso Ctv.<sup>20</sup> 099146192 09/16/1999 09:11 0991 00: \$0.00 Page Nec \$0.00 3 of 10

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BL PAST COUNTY F'S

EL PASO COUNTY ATTY

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### EXHIBIT A

PERMANENT STORM DRAIN EASEMENT

### BEAR CREEK PARK

A permanent storm drain easement, 25 foot in width, lying 12.5 foot oither side of the described centerline, over, under and across a portion of the Northeast Quarter of Section 21. Township 14 South, Range 67 West of the 6° P.M., City of Colorado Springs, El Paso County, Colorado, the easement centerline being described as:

southerly right-of-way line of Rio Grande Stroet; thence S11°14'03'E on said centerline a distance of 167.31 feet to the Point of Terminus. The additions of the casement shall be S00°14'05"W a distance of 30.00 feet to the Point of Beginning, said point being on the Commoncing 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 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.

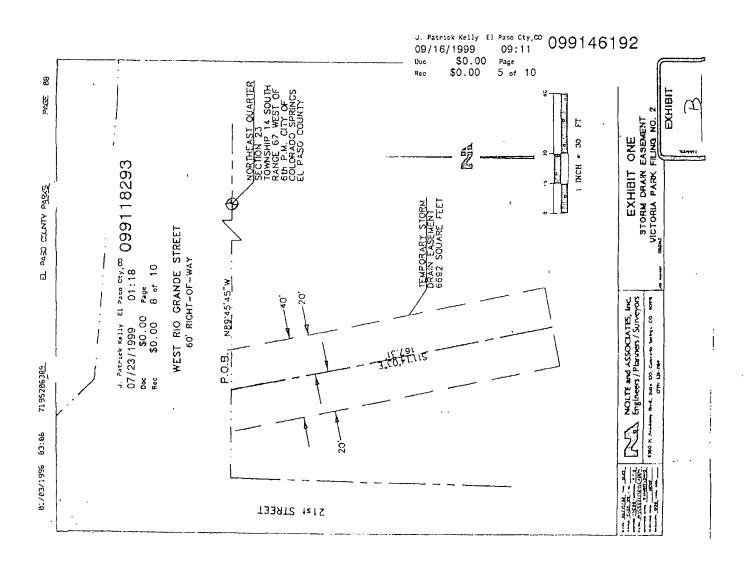
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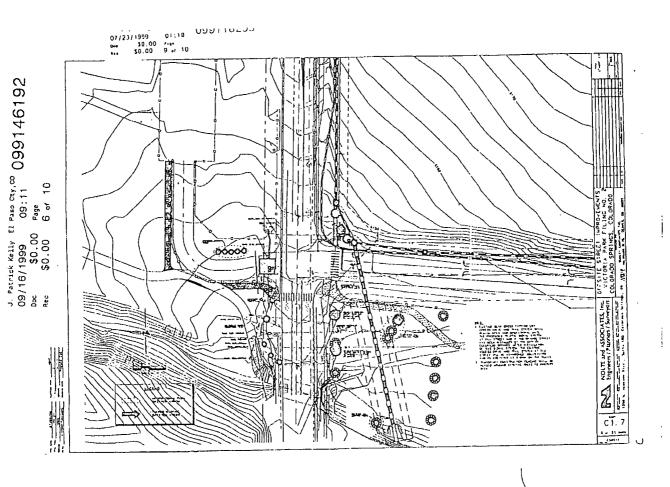
Stephen L. Mc Anally, PLS For and On Behalf of Nolse and Associates



NOLTE and ASSOCIATES, Inc.
Engineers / Planiers / Surveyors

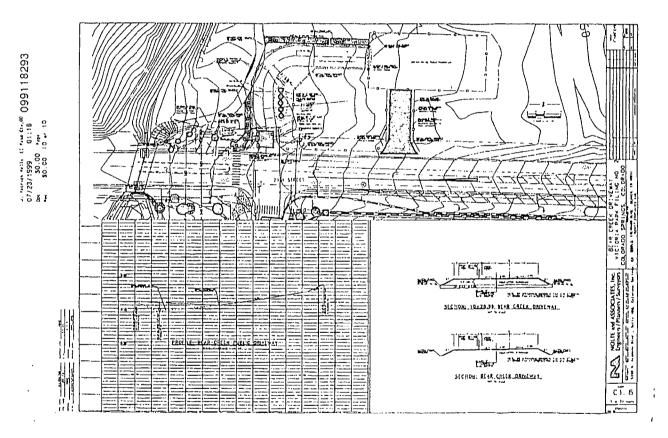
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# PERMANENT STORM DRAIN MAINTENANCE ACCESS EASEMENT

### 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 Crock 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 21" Street and West Rio Grande Street.



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
Serving Clients Throughout the Western United States
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J. Patrick Kelly El Paso Cty.00 09/16/1999 09:11 099146192 00c \$0.00 Page Rec \$0.00 9 of 10

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 Maybe Mak

ATTEST:

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## NON-EXCLUSIVE PERMANENT EASEMENT

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FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby hereinafter referred to as GRANTOR, does hereby grant, bargain, sell. convey and quitelain 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 sinate 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 outlet facility located on or under the Property and all incidental purposes related thereto, and providers.

### DURATION OF EASEMENT

The Easement granted herein shall be perpetual and shall commence from the date of the shandonment, 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 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 will be erected or constructed within said easement. The Grantor covenants and agrees to structures and, to the extent reasonably necessary, to prevent the construction or alteration within the limits land uses which might reduce the safety of, or cause a hazard to, the operation of the Grantor covenants and agrees to control land uses which might reduce the safety of, or cause a hazard to, the operation of the Grantee's Grantee's right to ingress and egress.

J. Patrick Kelly El Paso Ctv, CO 099146192 09/16/1999 09:11 SO. OO Page SO. OO 10 of 10

### **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 6<sup>th</sup> 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. 22.204 AT RECEPTION NO. 21411-454.

# UNITED STATES OF AMERICA.

To all to whom these presents shall come-GREETING

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CRANT OF RIGHT OF WAY

RECEIVED of the City of Colorado Springs the sum of CIE AND NO/10CTES

(\$ 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 casement for the construction, naturance and operation of electrical lines, including necessary poles, \*\*eve+\*coorace\*\*, which is a superior of colorace and fixtures, wealts, pipelines for vater, gas or \*\*suage\*, tegether with necessary fixtures and attachments, over, under and across a portion of the Southwest quarter, Southwest quarter of Section 14, Tourship 14 South, Range 67 West of the 6th P.K., 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 Southeast quarter, Southeast quarter of said Section 16, this being the true point of beginning of Hight of Way and Maschent exterdine; thence angle left 69°35° Westerly a distance of 1012 feet; thence angle left 14°33° Westerly to its intersection with the besterly line of cash Section 14.
- Right of Way and Eagement to be 5 feet in Midth 2 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 Southeast quarter, Southeast quarter of said Section 14; thence angle left 59939 heaterly a distance of 1012 feet, this being the true point of be inning of Right of Way and Eagement centerline; thence angle right 82943 300 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 consciuction and operation of said electrical lines, also the right to permit the attachment of utires and lixtures of any other company to said poles consequence for telephone service.

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

L! UITHESS INERIOF, the undersigned have	hereunto set Litir
hands and seat this 21st day of	November
ATTEST:	
<u> </u>	(SEAL)
	(SEAL)
	MEN MELLO, JR 7 (SEAL)
State of Colorado,) County of El Paso,)	7IRA L. PINELIO (SEAL)
The foregoing instrument was acknowledge	d before ma this 21stday of
Kovember , 19 ff., by	
MELEN F. FINALLO, STH PEGALO JR., ALD VIGA L	FINTLIG
SHO, SHO, 1767	4.71.4
MARY	PAUL T. SICUSER
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### 1985 HAR 14 FH 12: 55 BOUX 3983 PAGE 557

ARDIS W. COMMITT El Pago County Clark & Recorder

AGREEMENT

### RECITALS:

- A. SELLON is in the process of developing a tract of land located within the City of Colorado Springs, El Paso County,
- 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.
- 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 cas ment to the CITY OF COLORADO SPRINGS is conditioned upon the fol owing:
  - 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 be located on the developed property and would not be located upon park property;
  - 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;
  - 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;
- 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 mi imize any potential repair and maintenance due to sanding and siltation;
  - b. c amence 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 so 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 casement. Revegetation shall include erosion devices and erosion matting to protect any disturbed areas;
  - to propare 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;

- 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 (S 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

Brand Comby Clark & Recorder

### EASEMENT

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THIS GRANT OF RASEMENT is made and executed this 7th day of 1985, by the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, (hereinarter "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 here'n shall be solely for the purposes of all initial constructio and shall terminate at the end of the construction period. The permanent casements 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.

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### 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 revogetation 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 caseme t areas in accordance with that certain Agreement between the BOARD OF COUNTY COMMISSIONERS and DAVID R. SELLON dated of even dife.

#### GRANTER STORTS

The Grante 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 COMMI SIONERS or other designated representative of the BOARD in ord . to remove said obstructions.

## GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be promitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said dement; and that the present grade or ground level of said desement 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 prever the construction or alteration within the limits of said dement, of land fills, land excavations, or water impoundment, which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

# 18 Jan 18

BOOK 3983 PAGE 582

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

> BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY

Chairman and Commissioner to Convey

ATTEST:

Laputy County Clerk

STATE OF COLORADO

COUNTY OF EL PASO

Subscribed and sworn to before me this the 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.

(SEAL)

Notary Public

BOOK 3983 MAGE 563

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 parellel 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 5 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 ex-ement herein described; thence N 77°14'23" E, a distance of 233.70 feet; the ce N 39°00'04" E, a distance of 73.05 feet; thence N 10°55'21" W, a d .tance of 125.94 feet; thence N 52°45'11" C, a distance of 205,35 feet; thice 4 86°44'23" E, a distance of 244.26 feet to a point on the West line I 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 dist or 233.88 feet; thence S 52°45'11" W. a distance of 177.55 feet; thence S 13°55'21" E. a distance of 121.28 feet; thence S 39°00'04" 4, a distance of 97.41 feet; thence S 77°14'23" W, a distance of 251.22 feet to ' oint on the Easterly line of said Skyway Northwest No. 3, Filling No. 1; . :nce 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.

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BODX 3983 PAGE 564

November 28, 1984

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#### 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? at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Querter of Section 14. Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorade, said casement 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 1 :cords), along the West line of said Section 14, a distance of 602.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; Hence S 89°59'58" E along the North line of said tract, a distance of 664.7 feet to a boundary corner of said tract of land as described in Bool. 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 u cance of 187.15 feet; thence N 79°07'35" E, a distance of 306.63 feet; thence \$ 0°52'24" E, a distance of 30.00 feet; thence S 79°07'36" 1, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to 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

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#### 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 Ising 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 a land as described in Book 2781 at Page 133 of said County Records: thence continuing S 89°59'58" E along said Hortherly boundary, a distance of 174.95 feet to the Northwest corner of that tract of land as described in Book 2015 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 of the Southerly-line of a proposed thirty (30.00) foot wide drainage and initary sewer masement; thence N 79°07'36" E along said Southerly  $1^{-1}$  2, a distance of 115.09 feet to the point of beginning of the easer it herein described; thence continuing N  $79^{\circ}$ 07'36" E along the lart described course, a distance of 24.75 feet; thence S 43°58'15" E, a distance of 171.38 feet; thence S 77°53'27" E, a distance of 193.45 fest; thence S 68°41'03" E, a distan feet: thence N 73°54'57" E, a distance of 288.89 feet; t'.mce ! 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a d stance 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 Reco 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 \$ 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

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ARDIS W. SCHMITT I Faso County Clark & Recorder

#### EASEMENT

THIS GRANT OF FASEMENT 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 containtenance, repair, service and replacement of the underground tanitary sewer and underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.



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#### 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 trantor 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; and that the 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 with might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

BDDX 3385 ME 923

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

> BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY

ty a H Chairman and Commissioner to Convey

ATTEST:

Deputy County/Clerk

STATE OF COLORADO

SS:

COUNTY OF EL PASO

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

My Commission Expires: <u>Vicin 120 26, 1988</u>.

(SEAL)

Mancy H Flackney

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 5th 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" H, a distance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; there 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 2013 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 5 52°45'11" W, a distance of 177.55 feet; thence 7 10°55'21" E, a distance of 121.28 feet; thence \$ 39°00'04" W, a distance of 97.41 feet; thence \$ 77°14'23" H, a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; the ce N 00°35'30" E along said Easterly line, a distance of 30.83 feet . the point of beginning. Said thirty foot wide easement contains 0.61 acres, mure or less.

809K3985PAGE 925

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 2/81 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 13°52'24" E, a distance of 30.00 feet; thence 5 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 1/3; thence N 00°14'00" W along said line, a distance of 39.02 feet to the po.. of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

Movember 30, 1984

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#### 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 2791 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 \$ 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 M 79° 07'36" E along the last described course, a distance of 24.75 feet; thence S 46°51/15" 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" 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 : 7 feet; thence N 54° 35'26" H, a distance of 294.74 feet; thence N 76'46'07" 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 <u>JUNE 28</u>, 2002, is executed by <u>BEN PINELLO</u> as present owner(s) of *AN UNPLATTED* Lot(s), **ADDRESS**: <u>2525 LOWER GOLD CAMP ROAD</u>, 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.

O. Patrick Kelly El Paso Cty,CO 202107767 O7/02/2002 O3:08 202107767 Doc \$0.00 Page Rec \$10.00 1 of 2

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

The foregoing instrument was acknowledged before me this <u>28th</u> day of <u>June</u>, 200<u>2</u> by <u>Ben Pinello</u>. Witness my hand and my seal.

My Commission Expires: October 28, 2005

# OLIVER E. WATTS PE-LS CONSULTING ENGINEER, INC.

CONSULTING ENGINEER, INC.
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
alliewalls@aol.com

June 28, 2002

Ben Pinello 2710 Orion Drive Colorado Springs, CO 80904

JOB NO.: 02-3268

J. Patrick Kelly El Paso Cty, CO 202107767

Doo \$0.00 Page Rec \$10.00 2 of

SUBJECT: Legal Description, 2525 Lower Gold Camp Road

That portion of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 14, Township 14 South, Range 67 West of the  $6^{th}$  P.M.

This Non-Exclusive Permanent Easement Agreement ("Agreement") is made and entered into this Th\_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. <u>Ingress and Egress.</u> 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. <u>Grantor's Rights Unaffected.</u> 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

Bear Creek - Bergamo (06/12/08)

ROBERT C. "BOB" BALINK 08/11/2008 02:13:25 PM

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Page Lof 6

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. <u>Subjacent and Lateral Support</u>. 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. <u>Binding Effect.</u> 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.

- 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. <u>Mechanics' and Materialinen's Liens.</u> 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. <u>Severability</u>. 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-

GRANTOR:	El Paso County
(SEAL)	Dennis Hisey, Chair El Paso County Board of County Commissionics
	Attest  By: County Clerk & Recorder,
CEASE OF COLORADO	
STATE OF COLORADO	) SS
COUNTY OF EL PASO	)
	wledged before me this
as attested to by **Cocc   C   C   C   C   C   C   C   C   C	(1117), County Clerk & Recorder.
Witness my hand and official seal.	
My Commission Expires: 88-20	Noture J. Leathy (SEAL)
1877/8/	
APPROVED AS TO FORM:	
Lorid Seaso	·
County Attorney's Office	

GRANTEE:	CITY OF COLORADO SPRINGS by Colorado Springs Utilities, an enterprise of the CITY OF COLORADO SPRINGS			
	By: Watther Williams			
	Title: Project Engineer			
STATE OF COLORADO	) ss			
COUNTY OF EL PASO	)			
The foregoing instrument was ac Mathew L Williams	knowledged before the this 26th day of June 2008 by  s 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: 9-5	Budler Mere Halle (SEAL)			
	Notary Public			
APPROVED AS TO FORM:  City of Colorado Splings City Attorney Office – Utilities Divi	ision			

# 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 6<sup>th</sup> P.M., City of Colorado Springs, El Paso County, Colorado.

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 6<sup>th</sup> 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;

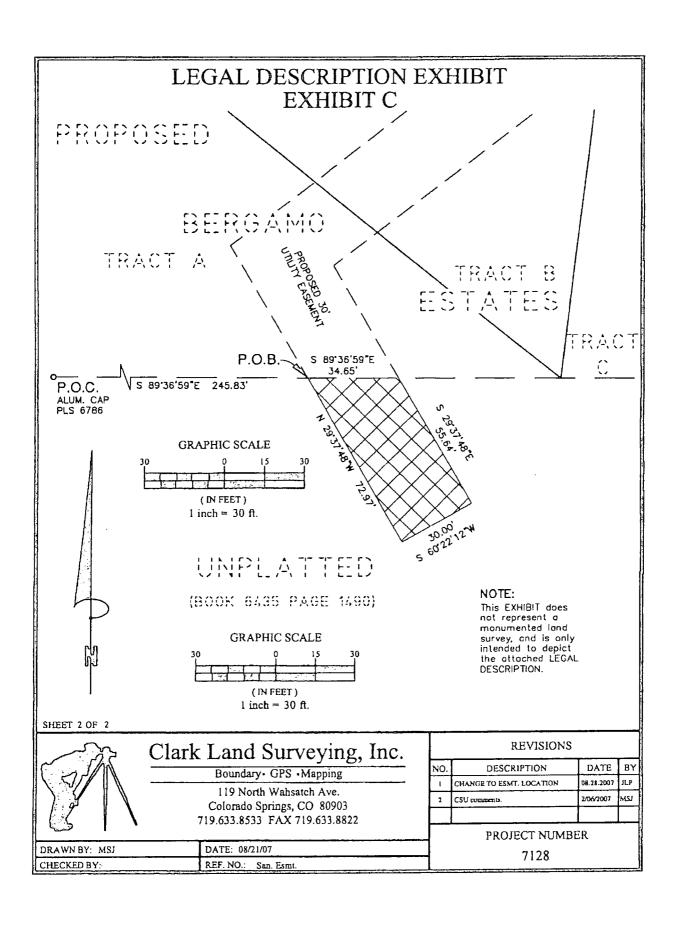
3) thence S 60°22'12"W, 30.00 fcet;

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.

Prepared by:

Mark Johannes, PLS For and on behalf of Clark Land Surveying, Inc. 119 North Wahsatch Avenue Colorado Springs, CO 80903



This Non-Exclusive Permanent Easement Agreement ("Agreement") is made and entered into this 215 day of 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. <u>Ingress and Egress</u>. 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. <u>Grantor's Rights Unaffected.</u> 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

ROBERT C. "BOB" BALINK 04/22/2009 11:24:33 AM

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El Paso County, CO

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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 musonry 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. <u>Maintenance of Permanent Easement</u>. 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. <u>Mechanics' and Materialmen's Liens</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Notice.</u> 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 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-

GRANTOR: (SEAL)	By:  Jim Bensberg, Chairman  El Paso County Board of County Commissioners  Attest
	County Clerk & Recorder
STATE OF COLORADO ) ) SS	
COUNTY OF EL PASO )	
The foregoing instrument was acknowledged before as Chairman of the parameters as attested to by BOFETC BLINK, Co	re me this AIST day of APRIL 2009, by soard of County Commissioners of El Paso County, Colorado and unity Clerk & Recorder.
Witness my hand and official seal.	
My Commission Expires: 10/6/12	Notary Public PUBLIC
APPROVED AS TO FORM.  County Afforney's Office	OF COLORIDA

GRANTEE:	CITY OF COLORADO SPRINGS by Colorado Springs Utilities, the CITY OF COLORADO SPRINGS  By: M. Llune  Name: ANN M. WERNE  Title: ENLywern Wh. Sy	
STATE OF COLORADO	) ) SS	
COUNTY OF EL PASO	)	
The foregoing instrument was ace  Ann Werner	as Engineering Support Coordinator CITY OF	
SPRINGS by Colorado Spri	gs Utilities, an enterprise of the CITY OF COLORADO SPRINGS.	ı
Witness my hand and official seal.		
My Commission Expires: 5-5	-12 Bull Done Str	HO (SEAL)
	Notary Public	
APPROVED AS TO FORM:  City of Colorade Springs  City Attorney Office – Utilities Divi	Date: 1/4/01	

# 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 6<sup>th</sup> P.M., City of Colorado Springs, El Paso County, Colorado.

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 6<sup>th</sup> 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;

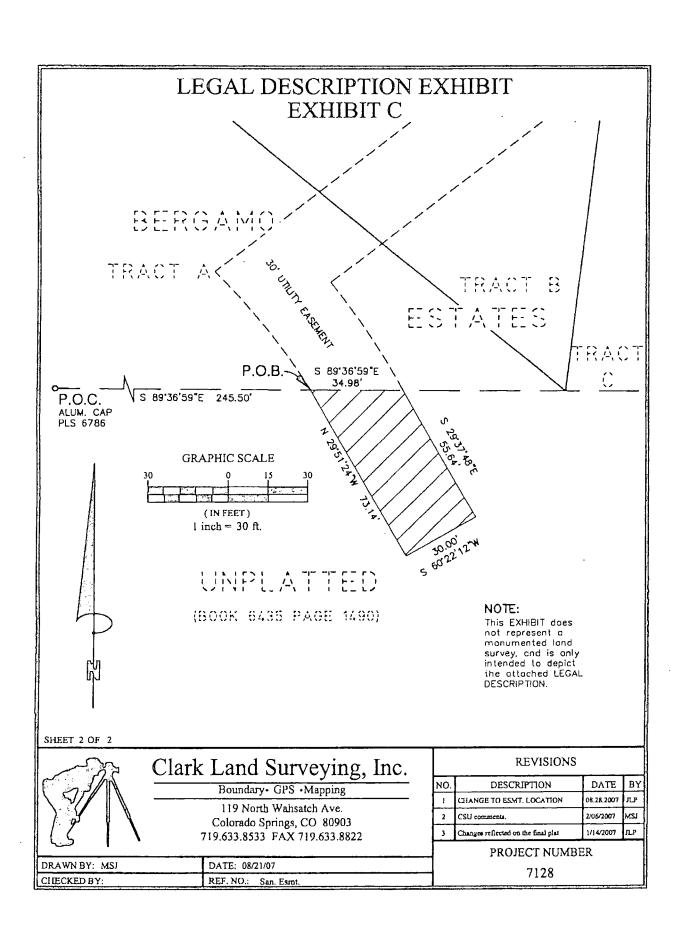
3) thence S 60°22'12"W, 30.00 feet;

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.

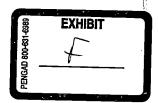
Prepared by:

Mark Johannes, PLS For and on behalf of Clark Land Surveying, Inc. 119 North Wahsatch Avenue Colorado Springs, CO 80903



# **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 6<sup>th</sup> 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 <u>515</u>. 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, ZOM AT RECEPTION NO. 214 N 3454

BOOKK Control for I From some conditional light francis of by day a logical frank a consoller best main all the form Const frank of all the constant of the Const frank of De de ant botton : 186 The Markey of the formant for real above top in a briefly was in the Long or Station will there on I wanter by the advantability god in her when Toutent I ware in not take in fire lit. I meeting of and burgion is to an forewardly Rynn leve to be the plan threat for some home some out and as to the son west But so planted Lyon made in train from a week a transmit good att mini good word to ad delinement to soil in the - might of realisty from it and light level of backer rate for the congress the former the mater of freely, And ringle good and hand both its how me to like sweet hay by 4,5,1575. Wester Stolet Bearing Marine att the But to the of Annie. Brein when the box to his come brother Barner WARR The said the same of me soil to be the descript land Office of the Martin train, Reminister the dear level Us land Come at There for recent at 1 follows . Level to be an in the atter and ender that from that four line details and 12 1 1874 the livery process of soil I rettle the Secure Cones S. Mary bear I represent a parale to retire tille in the Juliable wind and the acts mand is come there to the place of Bround to Apolity by actions Quanter of Berling Jogody has by the welling Charles I bet Most, is he had store great surprise the like the had to race by along, Or tain ing Compressional area I But the server become for the College to the file part of the suite. the following some that is, the district to the south Come Towned to Will the track and show their winds to thing a little both the middliger of the hand the safe was o common them to the the name han as I to to a ditake I have used as again the sale ruther on the sone, histories I be not I wider by the Stutte States of wise, have survival these letters is some be that to word is a sail or the Bound A to Stier of Same who which There is doing plant at the litig of the line of the direct Chatcher in the of Court of the control for the sufferience All a Win How I Said Thin 3 A French Buch man Land the many transfer at the Directional The stopped to the tenter of the second and interpreniation The selection of traling way Super But To the death bear to the will from the in the work on the sand offered to soon

The Marie 18 Sand World Colored Sugar Suffering a father she of The boy weather thought the land the think of the land get to a last The Willy Down to Branch great is squared and bond bright acres according to the Reflection of help of mayor the very his rete, retire of to the General hours, as fine Sugar may week set so so I was to move from the soil by the soil sweet work They the K I the Water Court of the wood in the relative the mind or and in supposed of the Bearing the type of done you for one amount of water by the s Therein of Brown still good to there for goods Will and somet, rate it was be Species Chicate world to bearing I could buch be rates die to the free in At Hold in man beet to with all the richter to be long in an until bone of a post time was a population or rather, There we to below long rock the rather and by hickory of the hackery on I herry pole of So beating growing on Migrow When I from the De like by the digit State of Michigan, Brown some and Brown Stars to the south of the White to make the Cook of the himmen South Coffee Si to I commenter or sign. There water me have but the charge protein with the it the to got ely get and the your strander de la trans men sich betweentent wither by as the the San Expension a gun granter er grant -of the Assirted State the holder of the High Busides M. J. Gunt-Lands Broth, Val. 3 ge 196 A. For age, Toward the Sand Sand Copies har rate from their in come to 184 5. 66 cece. Proposition things of 1. Sugare -450,000 Allen Bright all H. Departien Edigling a row Brende . But will be of Some to Show me by his to be to an Be 9 Jun san a 4 1814.

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24 th of afril 18 20 entitled in ach mades in for the provision for the only of the Public Lands for the Bouth the French and bright return de verily home, on Bournship White worther things best in the hast the the treet of wands subject to wall at Hen we hely bolevide to dory continuing the hundred and hoster acres uscending to the reflecial this by the bungo the and do downed to the General Saint Chan The Sweiger Som it legel said railton in my in hasail by the Land Rusa A book, Antomity with the se end the book dougness a sunt one one and and fire ideal, Have Smen on I Grantity and by these por to De linear Smet rate the said Grand Cooks in at the faction the world frust is a close it to be Suco at the Hold sur some weather 1. How the rinter of the in processibiling as ing hathering of Sentialistic solling, there all helenis up a let o with As inthe do we ar the his hours to sup forces, But Some y The said & May one to Ing to Broken bet the Sound Stines of Morning gone with the Mer the set of rate Brinton in the Bear of the Benemie and Dies anther in hand for I dilly the sold with the tothe day of Agention it year at the first one their white is been total one I we tip and of the Said princing of the desire This H. Theringelle in Pescie i U. D. Grant Quedita Vinere Sand Green wanded lock & up 125. Soft on terration " a land david Copies Buch and the Bearing things the agree of 1 10 good a some a vera to Special 5 1814 up la Soch Portant and they 11. 84.5.10. Com History Makes Empouted a Comme to refer me by hit rocks in May the 15th day of w nany 6 9, 1844; Junt to France Interiet But

Edited White, 18 rate West the West and ing to the growth in the last is The A files to got the the forest new transfer the line is well pieces to the In a shilly have a water so he inquest and I a take anso recording To De Coffe last Sich of the Songe Message woods, with white the Beart in a Colling Type of the same of the the the said to be a for hand by the said the of the house desplacementage It He moves in Chat of a regard some some and as to great the Hong Blican of By rolling on to placing or and to the on How to note to sail the and the not to the State of the mile small river to send at I flow and in Hold Comments the 1. The 18 the real in good brown has been the barrened with within some on the South or very water. Sprint between such the soil town a fewer good to hind any motion of the s In Sectionary win soft of Might in the Smart I Side boy the Striked Thinks Uneven the sound they there to made this to well be some of the Sound of & Copier to me describe retired Then under my har South to Sugar from the goods, the hall day of Acong how in the paral we had my to remederal blumbert week herety and of hadrateles done of the do net " This the hoping the Beret in Count Sand County p Franch Fredy Her Brook Haller of Heathang to the Year J. cococc 14. 308. 652 -4. 7 4. 500. Hart garberen Busin and no bear hellers me by 20,18 of Junion 1, O. J. 1894. Post Sit Jan<u>e 13</u>

29.721

AN ORDINANCE AMENDING ORDINANCE NO. 2515, FINALLY PASSED ON MARCH 25, 1959, RELATING TO THE ANNEXATION OF FORTLAND 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 second country described in the se

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 COLO-BADO 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 2558.52 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, Bange 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 were section of the said Southwest quarter: thence were section of said Southwest quarter. 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 24 Addition to Cakylew as measured along the Southto Cakview 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 Cakview, and with the West line of Eklund's 3d Addition to Cak View, 150 feet; thence Easterly and parallel with the South Right-of-Way line of said 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 Cak 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 Cakview,
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, Elock 2, of Oakview
Subdivision; thence East along the North
line of said Lot 17 and its Basterly extension a distance of 160 feet to intersect the conter 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 Tot 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, Benge 67 West of the Worth The City thence continue Southerly along Westerly Right-of-Way line of 8th Streets 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 descrited, 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, Ock-view 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 feet from and publication, as provided

the Council

published this 11th day of August, 1959.

City Clerk

O. R.A. Finally read, passed, adopted and approved this 25th day of August, 1959.

Mayor and Freshort of the Council

Mayor and President

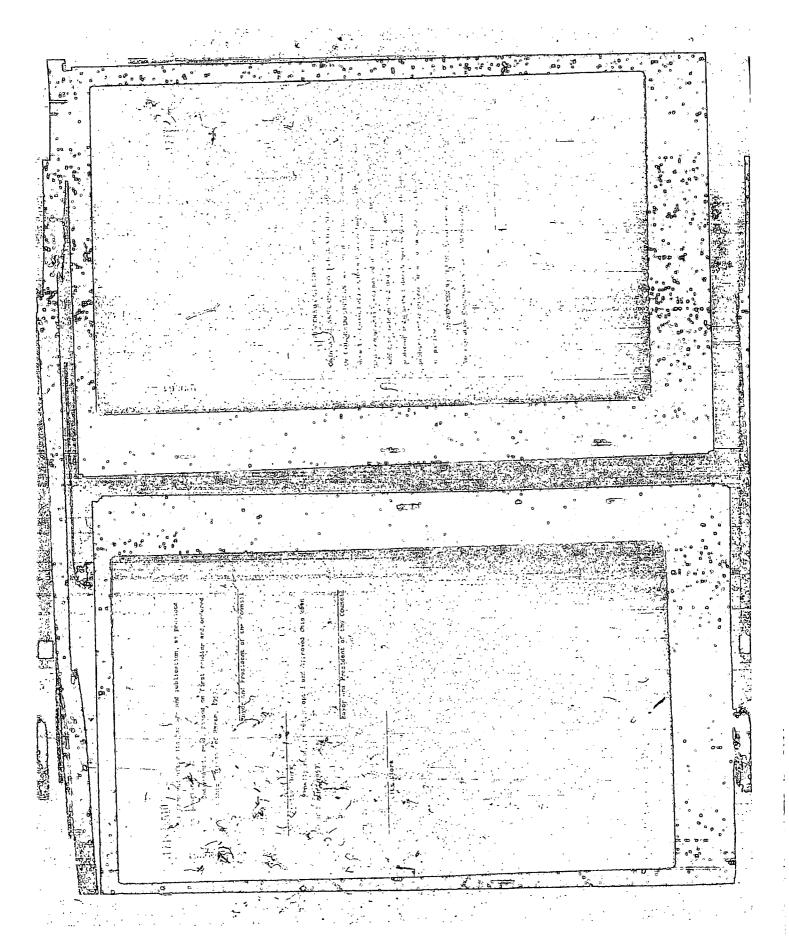
With Clerk

"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.

Sighty Clork

ا انوس نوسري nio Ordansman, the Andratica or date inga ini threstory. In the section of the se operation to have win to answering transfer arefuse et relatin to the extension of utilities pyres, datestifie that of 5 not hipper is because any a little te faidence, describia, and . 14.11 (5 0.741 المنازة المن 6993304 statering assistantions in El Faco County, Colorano, dothe City Council, it is reruly 36-NOT CLAMMAD OF MY COTTY PARKATA OF THE CATE OF uo bortigani Pill Addition, baying is a smitter, and said Hetation having bons approved and AN CHDINAME ATHICKEN: FORTLAND MESS. The second of th The second second nucelyed April 20, 1859 at 11:07 AM , 6 , Elia eda da a apirena en in teritor, knowi etton 1. a ting a process tinger as the . 103 Laug Of, Colors 80



800x2401 PAGE 515

Received on 122 1/16 door 17 MPR 9 1971.

Received No. 793268 HARRIFOREN CF RIGHT CF MY

. LIMED of the DEPUMIN TO PUBLIC UTHINELS, CETT OF CRIMING SPIECES, CHAPTER OF COLORIDO, the sur of GNE AND NO. 100 (1 GC CRIMING), in consideration of the sur of GNE AND NO. 100 (1 GC CRIMING), in consideration of the surface of t

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 80 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. centerline.

together with the right of ingress and egress to arm from said Right of any and That cent in the emercising of rights herein granted. That no building or struct-woos of this be constructed on said Right of the and Inscent by Granter (or properly onner) indicate Granteca unities consent. Grantec said have the right to trin or remove any trees and undergrath, within right of tay, which may interfere with construction, mintenance or operation of said lines, where necessary.

It is understood that the Grantee will reinburse the Granter (or property enter) for any Grantes caused by entry upon the above described Right of May and Ecoment for the surpose of construction, maintenance and operations of said lines.

IN MIGHTSS WHIMEOF, the City of Colorado Springs, Colorado, has caused its

comporate scal to be hereto afflixed and these presents to be signed and delivered

by its duly authorized office and Commissioner to Convoy this 1/9  $\stackrel{\textstyle \swarrow}{=}$  day of COLORADO TO TO Jers-N 

COUNTY OF THE PASO The foregoing instrument has acknowledged before so this / ? / hay of. In the control of Comment and Comment of the City of Coloredo Springs, Coloredo Springs, Coloredo

LITTEES BY PAND AND OFFICIAL SEAL

In Commission expires:

STAIR OF COLORADO

11-13-24

Colorado Springs, Colorado

Men of

TO NOT

AUG 25 ,1971. 60012431 PAGE 309 CHAIN DEED

KNOW ALL MEN BY THENS 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 great the Quitolain 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 Page County, Colorado.

IN WITNESS WHEREOF the undersigned by	ive herounto set Their hands
and seal this 3512 day of Augus	A.D. 1971
ATTESTS:	DEPARTMENT OF FUELIC UTILITIES CITY OF ODLORADO SPRINGS, COLORADO  A. D. NIXON, Director (SEAL)
Chief of Operations	-
STATE OF COLORADO } COUNTY OF EL PASO } SS	
The foregoing instrument was acknowledges  Augus 7, 1971 by R. D. NIDON, D  Utilities and J. S. NICHOLS, Chief of Operati City of Colorado Springs, Colorado.	
MINESS M HAND AND OFFICIAL SE	Saul Tonowhen PAUL T. SHOWEN Not ary Public

SEP 2 1971
826283 MARRIET 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," horeby 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 perpotual 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 Nest 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 01°38'00" W a distance of 746.00 feet more or less to the terminus of said centerline and casement.

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 Granter (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 27 day of August, 1971.

CITY OF COLORADO SPRINGS, COLORADO

STATE OF COLORADO ) ) SS COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 2276 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.

My Commission Expires: Apr. 13, 1974

Page 2 of Two Pages

TANKS OF SEP 5 1973

500x 2619 PAGE 404

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 "Grantoe", 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 pipos, together with nacessary fixtures and attachments, said Right of Way and Easement being described ms 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 conterline:

Commencing at the Northwest corner of said Soction 24; (all bearings is used in this description are relative to the North line of the Northwest one-quarter of said Soction 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 80°06'04" E, 179.43 feet; thence S 67°20'29" E, 465.49 feet; thence S 84°44'06" 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, soid 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

Together with the right of ingross and egress to and from said Right of Way and Ensement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Granteor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of May, 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 antry upon the above described Right of Way and Easement for the purpose of construction, maintenance, and operations of said lines.

Page 1 of 2 Pages

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 Company, thus: 3/ Eday of August, 1973.

CITY OF COLORADO SPRINGS, COLORADO

BY: Under marshall

R. E. PARKER City Clerk

STATE OF COLORADO )

) 9

COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 310 day of AND AND 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.

HITTARY PINULIC

dy Commission Expiros: Thule, 1975

Page 2 of 2 Pages

Received of 100 offices AFR 12 1971
Received No. 65313 HARPET BEALS
GRANT OF RIGHT OF NAY

800x 2669 PAGE 03

RECEIVED of the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of <u>OME AND NO/100ths</u> (\$1,00) DOLLARS, in consideration of which the undersigned, hereinafter called "Gruntor", hereby grants to the DEPARTMENT OF PUBLIC UTILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, Horolastor called "Grantoe", do hereby grant, sell and convey unto Gruntee, its successors and essigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical, gas, water and sever lines, including necessary poles, pipes, steel towers, vaults, wires, guys, anchors, together with necessary fittures 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 May and Essement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of May and Essement by Grantor (or property evener) without Grantoes written consent. Grantoe shall have the right to trim or remove any trees and undergrowth, within right of way, which may interfere with construction, wainteenace or operation of said lines, where necessary.

It is understood that the Grantee will releburee the Granter (or property owner) for any denages 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 those presents to be signed and delivered by its duly authorized office and Cosmissioner to Convey this

STATES STATES COUNTY DE MELEAU COMMENT OF THE BEAUTY OF CONTROLOGY OF COUNTY DE MELEAU CO

This foregoing instrument was acknowledged before me this 1/2+ day of 1976 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

My Commission Expires:

Maston Expires.

.....

Legal Description for a 40 foot wide casement for a Nater 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 Wast 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 conterline of Fountain Creek Benlevard, as presently platted from which point the North one-quarter corner of said Section 24 bears N 2° 08° 28" E, a distance of 1050.05 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 85° 56° 57" E); thence N 68° 36' 08" M, 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 75.75 feet; thence N 72° 56° 26" M, 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 Puso County, Colorado.





MAY 30 1975 ACCOUNT 2 N. 4. 30

ACOX 2753 PAGE 958

GRAGI OF RIGHT OF WAY

RECEIVED OF the DEPARTMENT OF PUBLIC DITLITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND RO/Innehs (\$1,00) DOLLARS. In consideration of which the undersigned, hereluafter called "Grantor", bareby grants to the DEPARTMENT OF PURLIC UPILITIES, CITY OF COLORADO SPRINGS, STATE OF COLORADO, hereinafter called "Grantoe", do hereby grant, sell and convey unto Grantee, its successors and assigns, a purpetual Right of May and Hasement 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 Eastment 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 Ensement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of May and Easement by Grantor (or property owner) without Grantees written consent. Grantee chall 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 May and Easement for the purpose of construction, maintenance and operation of sair lines.

IN WITHESS GREEREOF, the City of Colorado Springs, Colorado, has caused its comporate small to be hereto affixed and those presents to be signed and delivered by its daly nuthorized office and Commissioner to Convey this 22 day of . 1975 .

CITY OF COLONARD SPRINGS, COLORADO

Hayor and Commissioner to Convey

it. E. PARLER, City Cler-

C CHAROLON ON DEACH CHELTY OF BL PASS )

The foregoing instrument was acknowledged before no this 22nd day of May , 1975 by Lossisci, B. Domb, Hayer and President of the City Council and Coralsmonan to Convey and R. E. PARRED, City Clork of the City of Colorate Springs, Colorado.

WITHOUSE BY HARD AND OFFICIAL LEAD.

By Consideration Explication Feb 8, 1979





NOON 2753 PAGE 959

BEGAL DECIMENTION: DOMESTRIAN CENTER

Over, under and across a portion of Section 24, Township 14 South, Range 67 West of the 6th P.M., Bl Paso County, Colorado.

Said Right of May and Easement to be 30.00 feet in width, 15.00 feet each side of the following described centerline:

(2) Crp

Commencing at the Northwest corner of said Section 24, thence fasterly along the North line of said Section 24 a distance of 15.00 feet, whence S  $1^{\circ}40^{\circ}57^{\circ}$  % a distance of 1100.00 feet to the true point of beginning of said centerline, thence continue S  $1^{\circ}40^{\circ}57^{\circ}$  % a distance of 2340.79 feet to the point of terminus of said centerline.

AN ORDINANCE ANMEXING PORTLAND NILLS ADDITION NO. 3 TO TRE 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 continued and declared that said territory abuts upon and is continued 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 Faso 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.N., described as follows: Reginning at the Southeast corner of the Northwest quarter the Southeast corner of the Northwest quarter of the of said Section 24, run thence Northerly on the East line of said Northwest quarter, 984.06 feet; East line of said Northwest quarter, 984.06 feet; then on run Westerly on a line which is parallel then on run Westerly on a line which is parallel than the North Line of said Section 24, 2608.06 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 Morthwest 24 which is 1642.85 feet South of the Morthwest corner thereof; thence run South on the Mest 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 the Rorthwest 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: quarter of the Northwest quarter of the South quarter; to the Southeasterly corner thereof; thence run North on the West line of the Mast thence run morth on the west line of the Southwest half of the Northwest quarter of the Southwest quarter of said Section 24 to the Southwest conquarter of said Section 24 to the Section 24 t ner of the North 450 feet of the Northeast quarter of the Northwest quarter of the Southwest quarter of said Section 24; thence run Sast on the South line of said tract, and its Easterly extension, to the Southeast corner of the West 200 feet of the North 450 flet of the Northwest quarter of the Northwest quarter of the Northwest 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 Couthwest quarter, to its intersection with the center line of a county road known as "Sighth Street", which point is 357.98 feet, more or less, from the Northeast corner of said Scuthwest quarter of Jection 24; thence run Southeasterly along the center line of said 8th Street on a curve to the left which has a central angle of 50 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 topent to the last mentioned curve, 255.70 feet; thence run Scutheasterly on the center line of said 8th Street, on a curve to the right which has a contral chale 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 tongent of the last mentioned curve, 50 feet; thence angle right 19° 43' Masterly, 30.92 feet to a point on the East line of the Southwest quarter of said Section 24; thence run Mortherly along said Mast line 645.42 feet, more or less, to the yout 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 intembs 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 a referritory is subject to all Ordinances of the City of Colorado Springs, relating to the extension of utilities, the subdivision of said corritory and any and all other Ordinances in any way affecting said land and territory, and subject to the payment of all foce and charges required thereunder.

Section 2. A soning plan for seld area newise been adopted by the City Council, the above described area and territory be and the outer to hereby included within the C-6 Sens, and the proper officers of the City are hereby authorized and instructed to change the "Sening Wap of Colorado Syrings" to indicate the proper Some for the hereinabous described property, as provided by the County Ordinance of the City of Colorado Syrings.

Section 3. The proper officers of the City of Colorado Springs are hereby authorized and directed to do all things

BOOK 1807 PAGE 461

Section 2. All the above described territory shall be included

in the City in the R-2 (Residential Zone) except that part thereof herein-

after 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° 491 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 190 431 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.

828

SCCK 1807 PAGE 462

1858

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.

Mayor and Provident of the Council

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To Fox annehm

amended

Finelly read / passed, adopted and approved this 12th

day of April, 1960.

Mayor and Togilent of the Council

ATTALECT

B. F. Wornelian \_

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 per my hand and affixed the seal of the City this 12th day of April, 1960.

City Clotk

 $q_{030}$ 

ROBERT C. "BOB" BALINK 01/11/2005 09:15:14 AM Doc \$0.60 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 day of 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. <u>Incorporation of Recitals:</u> The Parties incorporate the above-stated Recitals into this Easement by reference as if fully stated herein.
- 2. <u>Purpose of the Easement:</u> 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. Louls

27 E. Vermijo Ave 3rd Floor

CSC 80903



- 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' 8<sup>th</sup> 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. <u>Installation of Impervious Surface/Creation of Public Right of Way/Condemnation:</u> 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. <u>Construction and Restoration</u>: 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

оссштенсе (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. <u>Maintenance and Repair:</u> 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 uscable 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. <u>Term of the Easement:</u> 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. <u>Easement Appurtenant/Easement Runs with the Land:</u> 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. <u>No Warranty as to Title/Subject to Matters of Record:</u> 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. <u>Severability And Captions</u>: 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. <u>Choice of Law/Jurisdiction/Venue:</u> 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. <u>Integration:</u> 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. <u>Parties:</u> 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. <u>Non-Waiver:</u> 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. <u>Notice:</u> 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: Wurd Brund
Chair or Vice-Chair

ATTEST:

APPROVED AS TO FORM:

Deputy Clerk to the Board

Office of the County Attorney

STATE OF COLORADO ) ss. COUNTY OF EL PASO )

The foregoing Instrument was acknowledged before me this **777** 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: 6/35/2008

Notary Pybli

MY COMMISSION EXPIRES

PIKES PEAK OR BUST RODEO FOUND知识例, A COLORADO NON-PROFIT CORPORATION,

Grantee

Βv·

Robert M. Alexander,

Vice-Chairman

(Seal)

APPROVED AS TO FORM  John W. Sabo IIII,  Attorney for the Grantee		·
STATE OF COLORADO	) ) ss.	
COUNTY OF EL PASO	)	
The foregoing Instru 2005 by Robert M. Alexan Colorado non-profit corporati	iment was acknowledged before me the der, Vice-Chairman, Pikes Peak or Bu ion.	nis <u>774</u> day of January ast Rodeo Foundation, a
Witness my hand and	official seal.	B POO
My commission expir	res: <u>6/25/2008</u>	NOTARY
	Notary Bublic	PUBLIC OF COLORES

END OF INSTRUMENT

MY COMMISSION EXPIRES 08/25/2008

# EXHIBIT A

## LAND DESCRIPTION-PARCEL A:

A tract of land located in a partian of the Southwest One-quarter (SE1/4) of Section 13, the Southwest One-quarter (SE1/4) of Section 14, the Northwest One-quarter (NE1/4) of Section 23 and the Northwest One-quarter (NY1/4) of Section 24, Township 14 South (1145), Range 67 West (R67W) of the 6TH P.M. City of Colorado Springs, County of El Pasa, State of Colorado, being more particularly described as follows:

Commencing at the West One-quarter (W1/4) corner of soid Section 24; Thence NO1'40'57'E along the West line of soid 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, of 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 N85'51'04'W, a distance of 217.29 feet; Thence N01'40'57'E, a distance of 297.17 feet; Thence S85'27'30'E, a distance of 264.66 feet; Thence N02'11'48'E along the East line of said tract, a, distance of 363.15 feet to a point on the Southerty Right-of-Way of West Rio Grande Street, being also the Southwesterly line extended of Tract A, Crown Hill Mess Subdivision Filing No.1, recorded under Reception No. 99015212 in the records of soid County; Thence along said Tract A, the following three (3) courses:

- 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 chard bears N5337'16'E;
- 2.) Thence N44'02'22"E, a distance of 61.68 faet;
- 3.) Thence N87\*29'28"E, a distance of 29.04 feet

to the Northeost 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, on arc length of 504.78 feet, whose chard bears 559'22'18"E; Thence 501'05'02'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 \$45'26'19"E, a distance of 838.68 feet;
- Thence along the arc of a non-langential curve to the left, having a central engle of 41:56:44", a radius of 507.47 feet, and arc length of 371.51 feet, whose chord beers \$65:54:43"E;
- 4.) Thence \$8726'19"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 4758'09", a radius of 507.47 feet, an arc length of 424.86 feet, whose chard bears N86'31'10'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; Thance S0135'52'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; Therce S55'35'42'W, a distance of 97.21 feet; Thence S62'05'09'W, a distance of 56.64 feet; Thence S76'30'11'W, a distance of 153.33 feet; Thence N75'55'19'W, a distance of 256.92 feet; Thence S25'55'04'W, a distance of 219.55 feet; Thence S12'52'25'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 N49'00'20'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 N45'53'3'W, a distance of 40.43 feet; Thence N77'58'46'W, a distance of 57.52 feet; Thence N76'12'55'W, a distance of 109.43 feet; Thence N70'07'16'W, a distance of 158.06 feet to the Point of Beginnier.

Excepting that partian of Rio Grande Street located south of Tract A of soid Crown Hill Masa 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 fine of the Mortilimeal One-quarter (1981/4) of Section 24, 1145, RG7W of the 6TH P.M., County of El Paso, State of Colorado, as described in Correction Deed, recorded July 08, 1999 under Reception No. 099109856 in the records of the Clerk and Recorders Office of soid County. Said fine beers NO14057E, a distance of 2699.81 feel calculated.

For and on Beholl of Prinacle Land Surveying Co., Inc. John W. Towner P.L.S. **/**25958 PINNACLE LAND SURVEYING, INC.
252 W. Cucharres, Colorges Springs, CO opens

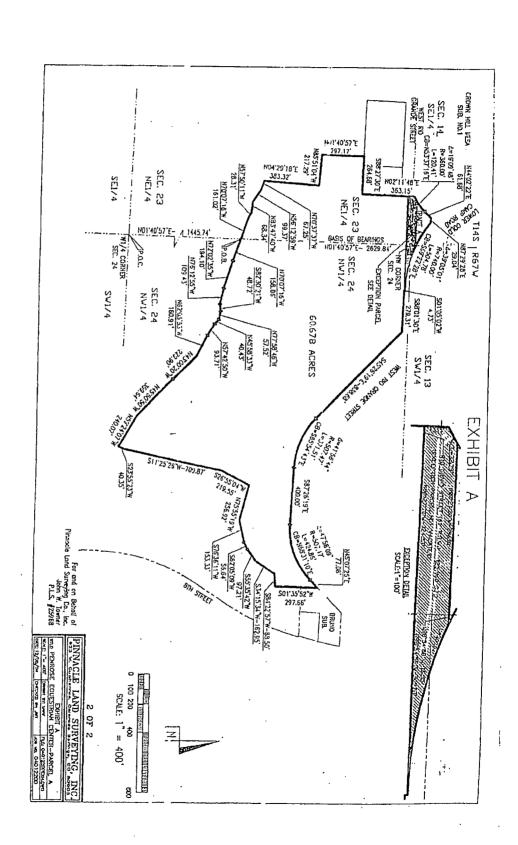
THUST A

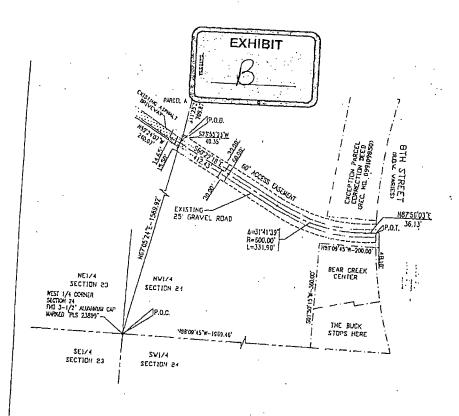
THUS PENNOSE FOUESTRUN CONTER-PARCEL A

EAGL 15- 500' FOUND IN LOW IN E. DOI:170005UPIC

LECT 15/24/04/ Sports of Jon 18, 40012700

18918 40012700





# ACCESS EASEMENT

A tract of land located in the Northwest One-quarter (NW1/4), Section 24, T145, R67W of the 6TH P.M., City of Colorado Springs, County of El Poso. 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 Clark and Recorders Office of said County, whose side lines are lengthened or shortened to intersect with the property lines, lying thirty leet (30") each side of the following described Centerline:

Commencing at the West One-quarter (W1/4) corner of said Section 24; Thence NG7'05'24'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 thence 500 22 18 E. a distance of 412.45 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.



0 100 200 SCALE: 1" = 200" 50 100

For and on Behall of and Surveying Ca., Inc. John W. Tomner P.L.S. /25968

PINNACLE LAND SURVEYING, INC EXHIBIT A RIGHT-OF-WAY EASEMENT 741 043127000 01 PM

# **EXHIBIT G**

S. 21<sup>st</sup> STREET COLORADO SPRINGS, CO 80906



# EXHIBIT G

A portion of the southeast  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of section 14, township 14 south, range 67 west of the  $6^{th}$  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)**

- 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.
- 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 <u>560</u>.
- 14. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED MARCH 20, 1985, IN BOOK 3985 AT PAGE  $\underline{921}$ .
- 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 22 2014 AT RECEPTION NO. 21411745

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P. M. JUL 18 1967

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2189 PAGE 518

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MARRIET BEALS
AN ORDINANCE AMERICAN TO THE CITY OF COLORADO
SPRINGS THAT TENETION SOFTITUES KNOWN AS
DIGNITY-PIEST STREET ADDITION, NO. 3, AND HEFSIRAFTER SPECIFICALLY DESCRIBED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRING:

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 Minicipal American Act of 1965, that the petition conforms with the requirements of said Act, that said territory is eligible for armexation 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 ammexation 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:

as follows:

Beginning at a point of intersection with the South line of 2ist Street industrial Park Suddivision, El Paro County, and the North-South Centerline of said Section 14, thence Westerly on said South line 24, 96 feet, thence westerly on said South line and on a curve to the left, said curve having a central angle 6°27'09', a radius of \$28.34 feet, an are length of \$7.74 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 5°3'9'6', a radius of \$66.20 feet, an are length of the left, said curve having a central angle of 5°9'9'6, a radius of \$66.20 feet, an are 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 90'90' Northwesterly 100.00 feet to the North R.O.W. line for the Gold Cam Road, thence angle left Southwesterly on said North R.O.W. line of the SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of the Northwest corner of the SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of said SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of said SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of said SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of said SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of said SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of said SE LV4, SW LV4, said Section 14, thence angle left Southerly on the West line of said SE LV4, SW LV4, said Section 15 said Section 16 said SE LV4, SW LV4, said Section 16 said SE LV4, SW LV4, said Section 17 said Section 16 said SE LV4, SW LV4, said Section 17 said Section 18 said Section 19 said

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600x2189 MACE 519

the Southwest corner of said SE 1/4, SM 1/4, Section -14—thence-angle +eft-Easterly-on-the South line of said SE 1/4, SM 1/4, 1328.69 feet to the Southeast corner of said SE 1/4, SM 1/4, thence angle left Northerly on the East line of said SE 1/4, SM 1/4, thence angle left Northerly on the East line of said SE 1/4, SM 1/4, S

is hereby accepted and approved and upon the effective date of this ordinance, the armexation 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 ammexation shall not be effective until on and after January 1, rext ensuing; provided, however, that said territory is subject to and shall comply with the special terms and conditions of annexation, including commanus 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 sold land and territory. This ordinance and the ammentation 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.

Favor and resident or the youncil

main's of the Carker

900x2189 PAGE 520

Finally read, passed, adopted and approved this 11th day of

սեց, 1967.

Payor a

Fayor and President of the Council

THEREBY 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 Cazette Telegraph, a newspaper published and in general circulation in said City, at least ten days before its passage.

IN WITNESS WHEREOF, I have beceute set my hand and affixed the seal of the City, this 11th day of July, 1967.

ORADO STORES

( CE take

SEF 19 1972 91.9264 HARRIET CEALS

200x 2524 PAGE 150

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND MO/100ths DOLLARS (\$1.00), in consideration of which the undersigned, hereinefter called "Granter", hereby grants to the CITY OF COLORADO SPRINGS, hereinefter called "Grantes", do horeby grant, sell, and convey unto Grantos, its successors and assigns, a perpetual Right of Way and Eusement 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 Ensement 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, Rango 67 West of the 6th P.M., El Paso County, Colorado.

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

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

Beginning at a point on the South line of said Soction 14, a distance of 59.30 feet Mesterly 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 (Morth-South) by 37 feet (East-Nost) lying Southerly for and adjacent to a line drawn 30 feat Southerly from and persilel with the North line of the Southeast quarter of the Southwest quarter of said Soction 14, and Mesterly of and adjacent to the Mesterly right of way line of South 21st Street as presently traveled; Course No. 2: thence Mesterly on the Southerly from 6 said Cometery, 37 feet to the Southwest corner thereof; Course No. 3: thence Northerly on a bine 30 feet Southerly from and persiled with the Northerly line of said Southerly from and persiled with the Northerly 10 feet southerly from and persiled with the Northerly 11 feet of said Southeast quarter of the Southwest quarter of said Southwest the Southwest quarter of said Southwest quarter of the Southwest quarter of said Southwest the Southwest quarter of said Southwest where Southwest quarter of said Southwest was the Lower Gold Course No. 5: thence Mesterly on said Southwest quarter; Course No. 6: thence Southerly on said Mesterly line, a distance of 300 feet more or less to intersect the Mesterly line of said Southwest quarter; Course No. 6: thence Southerly on said Mesterly line 50 feet to intersect a line drawn 50 feet southerly from and parallel with the Southwest line of said Southerly from and parallel with course No. 8: thence Easterly, 50 feet Southerly from and parallel with course No. 4 a distance of 905 feet west

 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 smid Section 23, a distance of 59.30 feet Mesterly thereon from the Northeast corner of the Northwest quarter of smid Section 23, thence S 1°18'42" W, a distance of 120.00 feet; thence S 39°20'35" W, a distance of 120.00 feet; thence N 3°10'10' a distance of 120.00 feet; thence N 3°10' 5° E, a distance of 120.00 feet; thence N 3°10' 5° E, a distance of 120.00 feet to the point of beginning.

 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:

P.M., El Paso County, described as follows:

An essement 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 cantarline: Commencing at the point of intersection of the East line of said Section 15 with the Southerly line of Lower Gold Carp Road; thesce Northwesterly on the Southerly line of said lower Gold Cap Road, a distance of 53.40 feet to the point of beginning of the contgrilme of said utility ensemnt; thence angle left 40°16'00' Southesterly, a distance of 60°20 feet nore 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 61° Paso County, Colorado, and the terminus of the centerline of said utility casement, extending or shortening the side lines of said 80° foot strip to terminate at the Southerly line of the unforcentioned Lower Gold Camp Road, and extending or shortening the side lines of said 80° foot strip to string to 50° and 80° foot strip to terminate at the Southerly line of said right of way described in said 8000 2427 at Page 26°.

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

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

# BOOK 2524 MEE 152

IN WITNESS WHEREOF, the und	ersigned have hereunto set his hand
and seal, this 11th day of	Soptember, A.D. 1972.
<del></del>	<del></del> <del></del> .
	EL PASO COUNTY
and Designation of the Control of th	0 7 7
50 Change	By Vine 16 1 mm
	Chairman of the Board of County
	Commissioners and
' (SEAL) i	Comissioner to Convey
ANTEST:	
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( Suppose sole)	<u> </u>
loputy Clerk and Magneter	
•	
STATE OF COLORADO )	
COUNTY OF EL PASO )	
	s scknowledged before me thislithday
	, by
	nty Commissioners and Norman C. Footo
as Clork and	l Recorder of El Paso County.
<del></del>	Notary Public 102 10 30
	Notary Public 103 /0
My Commission Expires:	(3) (180 - 150 )
March 2, 1976.	-5-0-0
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	77.10.120.187

Page 3 of 3

a. DEC 31 1973

303K 2647 PAGE 213

# QUIT-CLAIM DEED

This Indonture made this 28 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 quitelaim 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

SEAL

STATE OF COLORADO

COUNTY OF EL P\SO

of El Jaso County , Colorado

S...TE DECUMENTARY

Fir 1.3 1, 1973 FEE S no-ne

The foregoing instrument was acknowledged before me this \$3th day of Meenhan, 1973, by \_\_Gahn B. Vueth.

as Chairman of the Board of County Complissioners and by Manager Beals.

My commission expires: March 2,1976

The FER

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 NOv-09'W along the East line thereof, a distance of 1768.70 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 Quitelaim 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 567.66 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 \$10°-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 \$45°-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'-12"E along the South line thereof, a distance of 4588.75 fact, more or less, to the point of beginning, excepting therefrom all rights of way and eastments of record.

Exhibit "A" - Page 1

A portion of the SE 1/4 of the SW1/4 of Sec. 14, T145, 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  $889^{\circ}\text{--}12^{\circ}\text{--}39^{\circ}\text{W}$ along the South line thereof, a distance of 109.30 feet to the Point of Beginning, said point boing on the Westerly line of a perpetual Right of Way and Easement for electrical lines described in Right of Way Doed recorded in Book 2524 at Page 150; thence  $N0^{o}\text{--}0^{i}\text{--}35^{o}E$  , along the Wosterly line of said electrical R .O  $.W_{\odot}$  , a distance of 1250.0 feet, more or less; thence S88°-20'-30"W on a line 80 feet South of and parallel to the Northarly 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  $\mathrm{SE}1/4$ of the SW1/4 at a point 124.46 feet South of the NW corner thereof; thence SQn- $35^{\circ}\text{--}36^{\circ}\text{M}$  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°-121-39"E along the South line of said Sec. 14, a distance of 1205.55 feet to the point of beginning, excepting therefrom all rights of way and easements of record.

Exhibit "A" - Page 2

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 S85°-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 Northorly R.O.W. line, a distance of 1245.87 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 suid NW1/4; thence N1°-22'- $46^{\circ}\text{W}_{\odot}$  a distance of 1978.73 feet along said Westerly R.O.W. line; thouse N0°- $6^{\circ}\text{--}14^{\circ}\text{E}_{\star}$  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  $559^\circ\text{--}12^\circ\text{--}39^\circ\text{W}$  klong said South line, a distance of 120.0 feet; thence  $N0^\circ\text{--}6^\circ\text{--}$  $14^{\rm m}E_{\odot}$  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.

A portion of Bear Creek Gardens Subdivision, El Paso County, Colorado, situated in the SE1/4 of the NW1/4 of Sec. 23, T145, 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 1245.87 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 casements of record.

Exhibit "A" - Page 4

That portion of the NE1/4 of Soc. 23 in T14S, R67W of the 5th P.M., E1 Paso County, Colorado, more particularly described as follows:

Communcing 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  $\alpha$ point on the South line of said NEI/4, said point being 10.0 feet East of the SW corner thereof; thence N889-24'-35"E along the South line thereof,  $\alpha$  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 dead recorded in Book 791 at Page 209; thence \$83°-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 \$880-13'-14"W, parallel to and 80 feet Southerly of the North line of said Sec. 23, a distance of 1270.20 feet; thence  $S1^{\alpha}-22^{\gamma}-46^{\alpha}E$ , a distance of 920.0 feet; thence  $S98^{\circ}-13^{\circ}-14^{\circ}W$ , 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.

Exhibit "A" - Page 5

ARDIS W. CORMITT El Paso County Clark & Recorder

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").

#### RECITALS:

- A. SELLON is in the process of developing a tract of land located within the City of Colorado Springs, El Paso County, Colorado.
- 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.
- 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 POLLOWS:

- 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.
- The agreement and obligations of the CCUNTY to grant an cas ment to the CITY OF COLORADO SPRINGS is conditioned upon the following:
  - all storm drainage must be transported through underground piping of adequate size to minimize underground piping or 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;
  - 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;
  - 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 obligation, of SELLON pursuant to this Agreement are as follows:
  - in::ure that proper engineering is required so that an adequate pipe size would be utilized that would ini imize any potential repair and maintenance due to sanding and siltation;
  - c ...mence 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 so 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 discurbed areas;
  - 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;

- 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 THOUSAME AND  $00/100~\rm pollars$  (\$ 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

David R. Sellon

AND SAN SCHNITT

#### EASEMENT

day of 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 here'n shall be solely for the purposes of all initial constructio and shall terminate at the end of the construction period. The permanent casements 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.

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### 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 corrdinate 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 creat date.

### GRANTHE RIGHTS

The Granten shall have the right to indicate to EL PASO COUNTY that certain trees, brush, overhanging branches or other vegetation needs to be cut, trimmed, centrolled 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 COMMI STONERS or other designated representative of the BOARD in ord to remove said obstructions.

# GRANTOR COVENANTS

The Grantor covenants and agrees that no act will be primitted within said easement which is inconsistent with the rights herein granted; that no permanent buildings or structures will be erected or constructed upon said dement; and that the present grade or ground level of said diasement 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 preven the construction or alteration within the limits of said dement, of land fills, land excavations, or water impoundment. Which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the easement herein granted.

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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 Hardey

EFFUTY County Clepk

STATE OF COLORADO

) \$8:

COUNTY OF EL PASO

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

My Commission Expires: \_\_\_\_\_

(SEAL)

Notary Public

BOOK 3983 PAGE 563

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, Filling 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 extement herein described; thence N 77°14'23" E, a distance of 233.70 feet; the ce N 39°00'04" [, a distance of 73.05 feet; thence N 10°55'21" W, a d .tance of 125.94 feet; thence N 52°45'11" E, a distance of 205.35 feet; t'. ice 4 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 dist 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" 4, a distance of 97.41 feet; thence S 77°14'23" W, a distance of 251.22 feet to boint on the Easterly line of said Skyway Northwest No. 3, Filing No. 1; . :nce 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.

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BOOK 3983 NAGE 564

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November 28, 1984

### LEGAL DESCRIPTION NO. 3

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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! at Page 737 and Book 2781 at Page 133 of the El Paso County Records and located in the Southwest One-Quarter of Scotion 14, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, said easement to be thirty five (35.00) fact 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 1 :cords), along the West line of said Section 14, a distance of 602.73 feet to the Northwest corner of said tract as described in Book 2113 at Page 393; Lence S 89°59'58" E along the North line of said tract, a distance of 864.7. feet to a boundary corner of said tract of land as described in Book 2781 at Page 133; thence S 00°14'00" £ along the boundary of said tract, a distance of 179,80 feet to the point of highning of the easement herein described; thence N 50°01'12" E, a u canci 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 30.03 feet; thence \$ 79°07'36" \, a distance of 298.84 feet; thence S 50°01'12" W, a distance of 204.31 feet to point on the boundary line of said tract as described in Book 2781 at Page 133; thence N 00"14'00" H 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.

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November 30, 1994

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### 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.N., El Paso County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 14 and also loing 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 Hortherly boundary of that tract or 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 2015 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 or the Southerly line of a proposed thirty (30.00) foot wide drainage and initary sewer masement; thence N 79°07'36" E along said Southerly 1'2, a distance of 115.09 feet to the point of beginning of the easem of homein described; thence continuing N  $/9^{\circ}$ 07'36" E along the la : described course, a distance of 24.75 feet; thence S /3°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 distan feet; thence N 73°54'57" E, a distance of 288.89 feet; thance 1 70° 46'07" E, a distance of 500.99 feet; thence S 54°35'26" E, a d stance 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 Reci 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

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ARDIS W. SCHMITT I Paso County Clark & Recorder 600K 358 E PROF 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 maintenance, repair underground storm sewer and all incidental purposes related thereto, including the right of vehicular traffic that is incidental to inspection and maintenance.



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### 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 EI. 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 trantor 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 with might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the casement herein granted.

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

> BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY

Chairman and Commissioner to Convey

, KIL

ATTEST:

Deputy County Clerk

STATE OF COLORADO

) SS:

COUNTY OF EL PASO

Subscribed and sworn to before me this 7th day of 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: Licin 1817 21, 1985.

(SEAL)

Marcy H Flackson

BOOK 3985 PAGE 324

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, Filling 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; theree N B6°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 2013 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 \$ 52°45'11" W, a distance of 177.55 feet; thence " '2°55'21" E, a distance of 121.28 feet; thence S 39°00'04" W, a distance of 97.41 feet; thence \$ 77°14'23" W. a distance of 251.22 feet to a point on the Easterly line of said Skyway Northwest No. 3, Filing Nu. 1; therce N 00°35'30" E along said Easterly line, a distance of 30.83 feet . the point of beginning. Said thirty foot wide easement contains 0.61 acres, more or less.



800K3985 PAGE 925

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 'et to a boundary corner of said tract of land as described in Book 2/81 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 13°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 1/3; thence N 00°14'00" W along said line, a distance of 39.02 feet to the po.. of beginning. Said 30.00 foot wide easement contains 0.34 acres, more or less.

November 30, 1984

BOOK 3985 ME 925

### 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.H., 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 \$ 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  $79^{\circ}$ 07'35" E along the last described course, a distance of 24.75 feet; thence S 46°51.'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"  $\sim$  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 : 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.

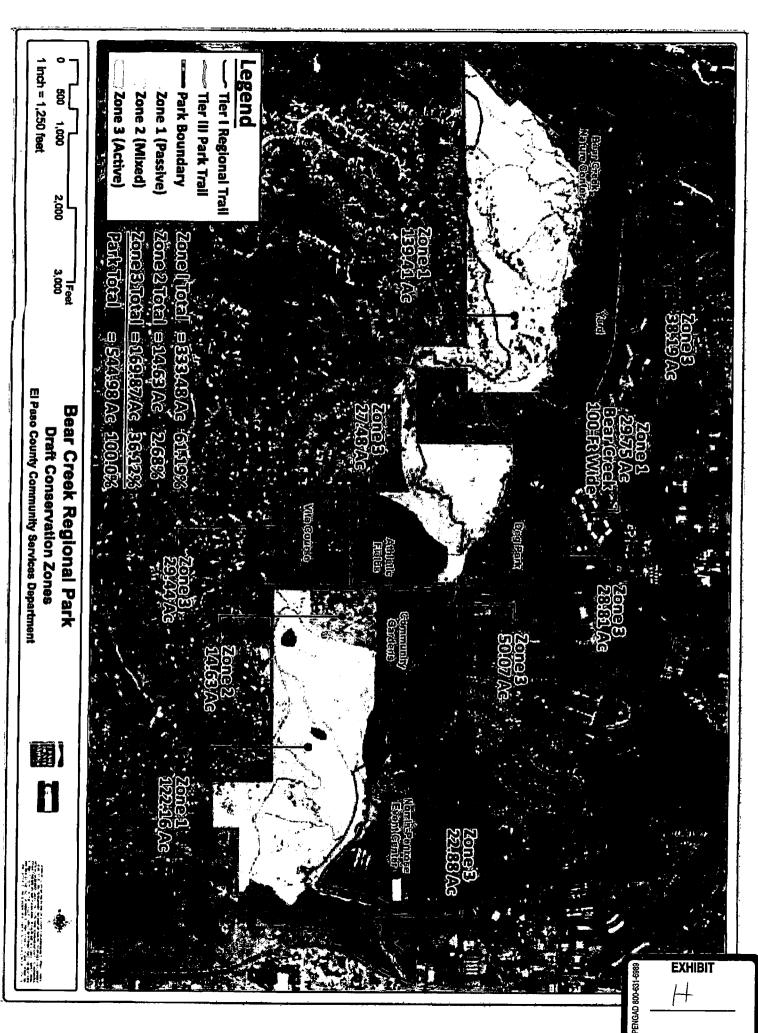


Exhibit H