

Recorded at 237 of Book 1, M. 11195
591314 HARRIET BEALS

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RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENTS. That DAVID W. ENOCH and ELLEN M. ENOCH, of the County of El Paso, State of Colorado, in consideration of the sum of Ten Dollars and other valuable consideration, do hereby grant, bargain, sell and convey unto BROADMOOR SANITATION DISTRICT, of the County of El Paso, State of Colorado, its successors and assigns, the following-described real estate in El Paso County, State of Colorado, to-wit:

7975 RESUBMIT BY
11763
None

A temporary construction easement and right of way 30 feet in width, 15 feet on each side of the described centerline, with a permanent non-exclusive easement and right of way 15 feet in width, 7-1/2 feet on each side of the described centerline, over, across and under a tract of land owned by the grantors, said centerline being more particularly described as follows: Beginning at the Northwest corner of Lot 9, Block 1 in Sierra Vista Estates Subdivision, thence running Easterly along the North boundary line of said Lot 9 a distance of 157 feet to the point of beginning of said centerline, thence angle right 91° 42' 30" and run Southerly a distance of 296 feet to a point on the Southerly boundary line of said Lot 9.

Said easement and right of way is conveyed for the purposes of laying sewer pipe and the construction, maintenance, operation and repair of said sewer system, including the right to enter said premises at any time for such purposes. No buildings or other structures, except telephone and power lines, fences, shrubs, trees and other landscaping, shall ever be erected upon the surface of said easement and right of way.

Upon completion of said construction and any subsequent maintenance or repair thereof, the grantee shall backfill all trenches and excavations and compact the same and shall restore the surface of said easement as nearly as possible to its original condition prior to the commencement of such construction, repair or maintenance. The roadway at the North end

Harriet Beals
David W. Enoch

of said easement shall be regraded and graveled and the road at the South end of said right of way shall be graded and resurfaced with blacktop where such blacktop now exists. The surface of said easement between the gravel driveway on the North and the blacktop drive on the South shall be reseeded with wild grass, and any fruit trees which may have to be moved shall be replaced, together with any shrubs, bushes or trees which may have been removed or damaged during said construction.

Grantee further agrees to extend two connecting lines Easterly from said District sewer line to the center of the grantors' West driveway to permit connections to grantors' residence. Grantee agrees to permit said connection to the District sewer without charge by the District but the grantors shall pay the regular connection fee to the City of Colorado Springs. Grantee further agrees to provide two additional free connections or sewer taps to the grantors for the future use of the property immediately to the West of said right of way.

Said right of way passes close to several large spruce trees and other evergreens and in the event of any damage to them during construction resulting in the death of any of said evergreens within one year after construction, grantee agrees to replace the same or reimburse the grantors for their value. Grantee shall replace any shrubs, trees, bushes, curbing and paving damaged by the extension of the two connections to the grantors' West driveway. Grantee shall not permit trucks and other heavy equipment to use the driveway to grantors' residence and any damage to the blacktop driveway around the residence or along the back road or the gravel driveway adjacent to the easement shall be repaired and resurfaced. Grantee shall avoid piling any dirt on existing trees, shrubs or bushes during construction.