

ENCROACHMENT LICENSE

This Encroachment License ("License") is made and entered into this 26th day of April, 2019 (the "Effective Date"), by and between the **City of Colorado Springs**, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise, Colorado Springs Utilities ("Utilities") and its Stormwater Enterprise ("Stormwater") (collectively, the "City"), whose address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado 80903, and the **Terri J. Lux Trust**, dated August 8, 2018, (the "Owner") whose legal address is 100 Marland Road, Colorado Springs, Colorado 80906 (collectively Utilities and Owner are the "Parties").

Recitals

WHEREAS, the Owner owns the real property located at **100 Marland Road South, Parcel Number 75012-00-020** that is burdened by that Grant of Easement Agreement granted to the City and recorded with the El Paso County Clerk and Recorder at Book 6259, Page 1216 (the "City Easement") that is more particularly described in **Exhibit "A."**

WHEREAS, the Owner has requested that a **garage** (the "Structure") be allowed to encroach into a portion of the City Easement that is more particularly described in **Exhibit "B"** (the "Encroachment Area") and is shown in the diagram set forth in **Exhibit "C."**

WHEREAS, the real estate of the Owner that is burdened by the City Easement is situated in El Paso County, Colorado, and is more particularly described as follows:

NW ¼, Section 1, Township 15 South, Range 67 West

WHEREAS, Utilities operates and maintains, and requires continuing access to utility improvements including, without limitation, any existing or future pipelines, conduits, lines, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, communication facilities, access roads, and other utility structures, and all necessary underground or above ground cables, wires, and appurtenances thereto, including but not limited to electric or other control systems, cables, wires, connections and surface appurtenances (collectively, the "Utilities Improvements"); and

WHEREAS, Stormwater has a drainage easement and operates and maintains, or may operate and maintain in the future, drainage improvements within the City Easement (the "Stormwater Improvements"); and

WHEREAS, the Utilities Improvements and the Stormwater Improvements are collectively referred to herein as the "City Improvements"; and

WHEREAS, Utilities and Stormwater have reviewed Owner's requested encroachment and now enter into this License for such purposes.

Agreement

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

1. **Incorporation of Recitals.** The recitals provided above are hereby incorporated into this Agreement by reference to the same extent as if fully restated herein.
2. **Grant of License.** The City grants to Owner a revocable license to locate the Structure within the Encroachment Area, subject to the terms and conditions of this Agreement. The license granted herein, however, shall not be construed to permit encroachment into any easement or property of the City, except for the Encroachment Area.
3. **Conditions of Easement Encroachment License.** As a condition of this License, Owner must maintain and satisfy the following requirements:
 - A. The Structure shall not encroach into the City Easement beyond the Encroachment Area and shall not violate any provision of the National Electric Safety Code (NESC), any applicable Natural Gas Codes, any provision of the City's Code of Ordinances, any City regulation, or any Utilities' regulation or policy.
 - B. If the Structure does not currently exist within the City Easement, then the Structure shall be constructed within one year of the execution of this License in accordance with plans approved by Utilities and Stormwater prior to commencement of construction.
 - C. The Structure shall not impair the City's access to, or its ability to maintain, the City Improvements, and shall not injure or interfere with any existing or future City Improvements or City's rights under the City Easement.
 - D. The Owner shall ensure positive drainage in the Encroachment Area at all times and shall not change, by excavation or filling, the present grade or ground level of the Encroachment Area by more than one foot without the prior written consent of Utilities and Stormwater.
 - E. The Owner shall be responsible for all costs and expenses incurred to relocate the Structure, the existing City Improvements, or to install new City Improvements if, in City's sole discretion, such relocation or installation is necessary due to the encroachment of the Structure allowed pursuant to this License.
 - F. If the City determines, in its sole discretion, that such relocation or installation of City Improvements requires the modification of all or a portion of the scope or location of the City Easement, then the Owner shall provide new easements in a form acceptable to the City, as necessary for the relocation of the City Improvements, without additional compensation for such new easements.
 - G. Owner shall be responsible for all costs associated with removal of the Structure upon the termination or revocation of this License.
4. **Term.** Unless sooner terminated, the License shall terminate of its own accord after twenty-five (25) years from Effective Date. This License is non-exclusive and shall be revocable by the City at any time.
5. **Access to Repair.** The City may remove, tear down, or otherwise alter the Structure to the extent reasonably necessary to gain access to and repair, place, maintain, replace or reconstruct any of the City Improvements, without any liability for damages to the Structure, and, in an urgent situation, as determined in the City's sole discretion, the City may do so without notice to the Owner.
6. **Destruction, Removal, or Replacement of the Structure.** Any removal, replacement, demolition, modification, or reconstruction of the Structure, whether required due to a force of nature or

otherwise, without prior written City consent shall cause Owner's rights under this License to terminate, and the Structure shall be removed at Owner's sole cost and expense or City may remove the Structure at City's sole cost and expense. In the event Owner wishes to reconstruct or replace the Structure, Owner shall request a new Easement Encroachment License from the City and any reconstruction or replacement of the Structure shall be the responsibility of Owner at Owner's sole cost and expense.

7. **Surface Restoration to Land.** Owner shall repair or reimburse the applicable City entity for the reasonable cost of repair for any physical damage done by or resulting from actions, omissions or operations of Owner, its successors, heirs and assigns, employees, contractors, or representatives to the City Easement and/or any of the existing or future City Improvements. Owner shall repair or replace any damaged property or reimburse the City for the reasonable cost of repair or replacement of such property including, but not limited to, physical damage to any land, articles, landscaping, storage tanks, utility lines (water, wastewater, gas, electric, telephone, cable) and any appurtenances, whether within or without the City Easement, caused by laying, repairing, replacing, operating, maintaining or removing of the City Improvements. Owner shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible in constructing, maintaining, moving or altering the City Improvements.
8. **Subjacent and Lateral Support.** Owner its successors and assigns, employees, contractors and representatives, shall not impair the lateral support of the City Easement or any City Improvements. To the extent the Structure, now or in the future, impairs the lateral or subjacent support of the City Easement or City Improvements, or otherwise compromises the integrity of such City Improvements, as determined in City's sole discretion, the Owner, its successors and assigns, employees, contractors and representatives, shall immediately correct the situation to the City's satisfaction and shall indemnify and hold the City harmless for any injury or damage resulting therefrom.
9. **Disclaimer of Condition.** The City disclaims any warranty with respect to the physical condition of the City Easement, including, without limitations, the fitness of such property for any particular purpose and/or the condition of the soils contained therein. Owner acknowledges that it is accepting this License on an as-is, where-is, and with all faults basis.
10. **Compliance with Laws.** All construction and excavation activities carried on by Owner on or about the City Easement shall be conducted in accordance with all applicable local, state, or federal requirements, specifications, laws and regulations, including the terms and conditions of any and all permits required for the Structure. All construction, installation, maintenance and repair work performed by or on behalf of Owner shall be performed in a manner and with such safeguards as are reasonably necessary to avoid any personal injury or property damage. The Owner shall comply with all applicable local, state or federal laws, regulations, rulings, orders, permits and other statutory and regulatory requirements relating to the environment or public health (collectively, "Environmental Laws") in its use of this License. Owner, its successors and assigns, employees, contractors and representatives shall not cause by their respective willful, wanton or negligent acts or omissions, the unpermitted release or presence on the City Easement, or on any City property, oil or hazardous substances, or any other material or substance or any Hazardous Environmental Condition. For the purposes of this License, "Hazardous Environmental Condition" shall mean the presence on the City Easement of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (as defined by the Solid Waste Disposal Act as amended from time to time), or any hazardous substance or material including, but not limited to, petroleum and petroleum products, radioactive materials (as defined by the Atomic Energy Act of 1954 as amended from time to time), and all substances which are listed under 40 CFR §§ 302 and 355, 49 CFR § 172, and 29 CFR § 1910.120. The Owner agrees to defend, indemnify and

hold the City harmless from those costs or claims caused by the Owner, its successors and assigns, employees, contractors and representatives' failure to comply with Environmental Laws.

11. **Insurance.** The Owner shall maintain in full force and effect, during the term of this License, such insurance as the City may require from time to time.
12. **Liability/Indemnification.** Owner acknowledges that the Structure shall be placed in the Encroachment Area by Owner at its sole risk and in no event will City be liable for any damage or injuries of any nature or type whatsoever regarding the Structure including, but not limited to, any damage to the Structure or its contents. Owner locates the Structure within the Encroachment Area with full knowledge of the City Improvements and their condition, and Owner assumes all liabilities, risks and responsibilities with regard thereto. Owner hereby releases Utilities and shall fully protect, defend, indemnify and hold harmless the City, the City Council of the City of Colorado Springs, the Colorado Springs Utilities Board of Directors, and their respective officers, employees, agents and representatives from and against any and all losses, claims, fines, costs and fees (including but not limited to environmental claims, fines, costs and fees, and all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), damages, causes of action, or liability of any nature arising from or in connection with the Structure and any contents, damages to the City Improvements, and any damage to persons or property that may result from the Improvements or failure thereof.
13. **Independent Contractor.** In the performance of Owner's obligations under this License, it is understood, acknowledged and agreed that the Owner is at all times acting and performing as an Independent Contractor, and the City shall have or exercise no control or direction over the manner and means by which Owner's performance of the obligations under this License, except as otherwise stated by the terms of this License. The Owner understands and agrees that Owner's employees, agents, representatives, or other personnel are not City employees. The Owner shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Owner or any of Owner's employees, agents, representatives, or other personnel under this License.
14. **Immunity.** Nothing in this License shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
15. **Recording.** This License shall be recorded with the El Paso County Clerk and Recorder and indexed among the real property records applicable to the Owner's property.
16. **Binding Effect.** Each and every one of the benefits and burdens of this License shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto.
17. **Severability.** The provisions of this License are severable. If any provision of this License shall be found to be illegal or unenforceable, the remaining provisions of this License shall remain in full force and effect, and such term or provision shall be deemed stricken for as long as it remains illegal or unenforceable.
18. **Execution in Counterparts.** This License may be executed in one or more counterparts.
19. **Governing Law; Venue and Jurisdiction.** This License shall be construed in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, and the City's Code of Ordinances, Utilities' Tariffs, and Utilities' Rules and Regulations. In the event of litigation, this License shall be enforceable by or against the City of Colorado Springs, on behalf of itself and its enterprises as

provided in the Colorado Springs City Code. In the event of any dispute over the License'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.

20. **Notices.** All notices required under this License 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, to the Parties' addresses set forth below. Notice to the property owner of record, if different from the Owner, shall be made to a tax mailing address provided by the El Paso County Assessor. The Parties may change the address to which any notice is to be delivered by giving notice as provided herein.

If to City: City of Colorado Springs
Real Estate Services Office
30 S. Nevada Ave., Suite 502
Colorado Springs, Colorado 80903

With copies to: Colorado Springs Utilities
Utilities Development Services
P.O. Box 1103, Mail Code 1812
Colorado Springs, Colorado 80947

If to Owner: Terri J. Lux Trust
Attn: Terri J. Lux
100 Marland Road
Colorado Springs, Colorado 80906
(or to the current owner of the Property)

21. **Non-Waiver.** The failure of the City 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 the City 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 the City of any default hereunder shall in any manner be construed as constituting a waiver of such default. The issuance of this License in no way waives any other requirements of the City, including, but not limited to, set-back or building requirements.

22. **Headings, Exhibits and Recordation.** The headings used to designate the various sections of this License are solely for the convenience of reference and shall not be construed to define or limit any of the terms or provisions hereof. All exhibits described in and attached to the License are herein incorporated by reference.

23. **Nature of License.** The parties acknowledge and agree that this License is in the nature of a "license" as defined in the Charter of the City of Colorado Springs, Colorado for the use of City property. As such, this License is expressly subject to City Charter § 10-100, and is expressly revocable by the City at any time. This License does not constitute an interest in real property. Except as expressly provided otherwise, this License is intended to be solely for the benefit of the Owner, its legal representatives, heirs, executors, administrators, successors and assigns. The Owner's rights hereunder may only be transferred pursuant to the written consent of City, which consent shall be conditioned upon the transferee's acceptance of all the terms and conditions of this License. Moreover, this License shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.

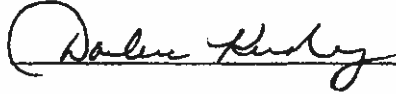
6. **Entire Agreement.** This License constitutes the entire agreement between the Parties related to the encroachment of the Structure into the City Easement and supersedes all previous written or oral communications, understandings, and agreements between the Parties unless specifically stated herein. This License may only be amended by written amendment signed by both Parties. E-mail and all electronic, voice, or other communications from Utilities in connection with this Agreement are for informational purposes only.

IN WITNESS WHEREOF, the Parties hereto have executed this License effective as of the date set forth above.

(Remainder of this page is left blank with signatures appearing on following pages)

CITY:

CITY OF COLORADO SPRINGS, Colorado, a home rule city and Colorado municipal corporation,

By: 

Name: Darlene Kennedy

Title: Real Estate Services Manager

CITY OF COLORADO SPRINGS, Colorado, on behalf of its Stormwater Enterprise

By: 

Name: Travis Easton

Title: Director of Public Works

Date: 4/26/19

APPROVED BY UTILITIES:

CITY OF COLORADO SPRINGS on behalf of its enterprise, Colorado Springs Utilities

By: 

Print Name: Ethan R. Widrick

Title: Principal Engineer, Utilities Development

Date: 24 April 2019 *Services*

APPROVED AS TO FORM: 

City of Colorado Springs
City Attorney's Office

TIM SCHNEIDER

OWNER:

Terri J. Lux Trust, dated August 8, 2018

By:

Terri J. Lux, trustee
Terri J. Lux, Trustee

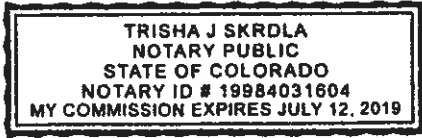
STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 19th day of April,
2019, by Terri J. Lux as Trustee of the Terri J. Lux Trust, dated August 8, 2018.

Witness my hand and official seal.

My Commission Expires: 7/12/2019

(SEAL)



Trisha J Skrdla
Notary Public

EXHIBIT A

Legal Description of City Easement:
(incorporate by reference where possible)

That Public Utility and Drainage Easement granted in that Grant of Easement Agreement recorded September 14, 1993, at Book 6259 Page 1216 in the Real Property Records of the El Paso County, Colorado, Clerk and Recorder.

Exhibit B

Legal Description – Encroachment Area

That portion of Parcel 1 as described in the deed recorded at Reception No. 218102803 in City of Colorado Springs, El Paso County, Colorado described as follows:

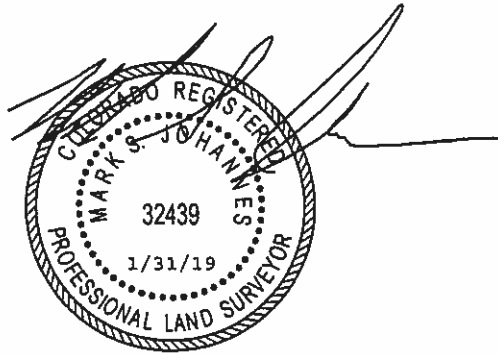
Commencing at the southwest corner of a Public Utility & Drainage Easement recorded in Book 6259 at Page 1216, said point being on the south line of said Parcel 1; thence along the northwesterly line of said Easement North 61 degrees 03 minutes 13 seconds East, 19.67 feet to the point of beginning;

- 1) thence continuing along said northwesterly line North 61 degrees 03 minutes 13 seconds East, 6.67 feet;
- 2) thence South 12 degrees 19 minutes 30 seconds West, 4.40 feet;
- 3) thence North 77 degrees 40 minutes 30 seconds West, 5.01 feet to the point of beginning.

Containing a calculated area of 11 square feet , more or less.

This legal description and exhibit was prepared by me or under my direct supervision and checking and is true and correct to the best of my knowledge, information and belief.

The above statement is neither a warranty or guarantee, either expressed or implied.

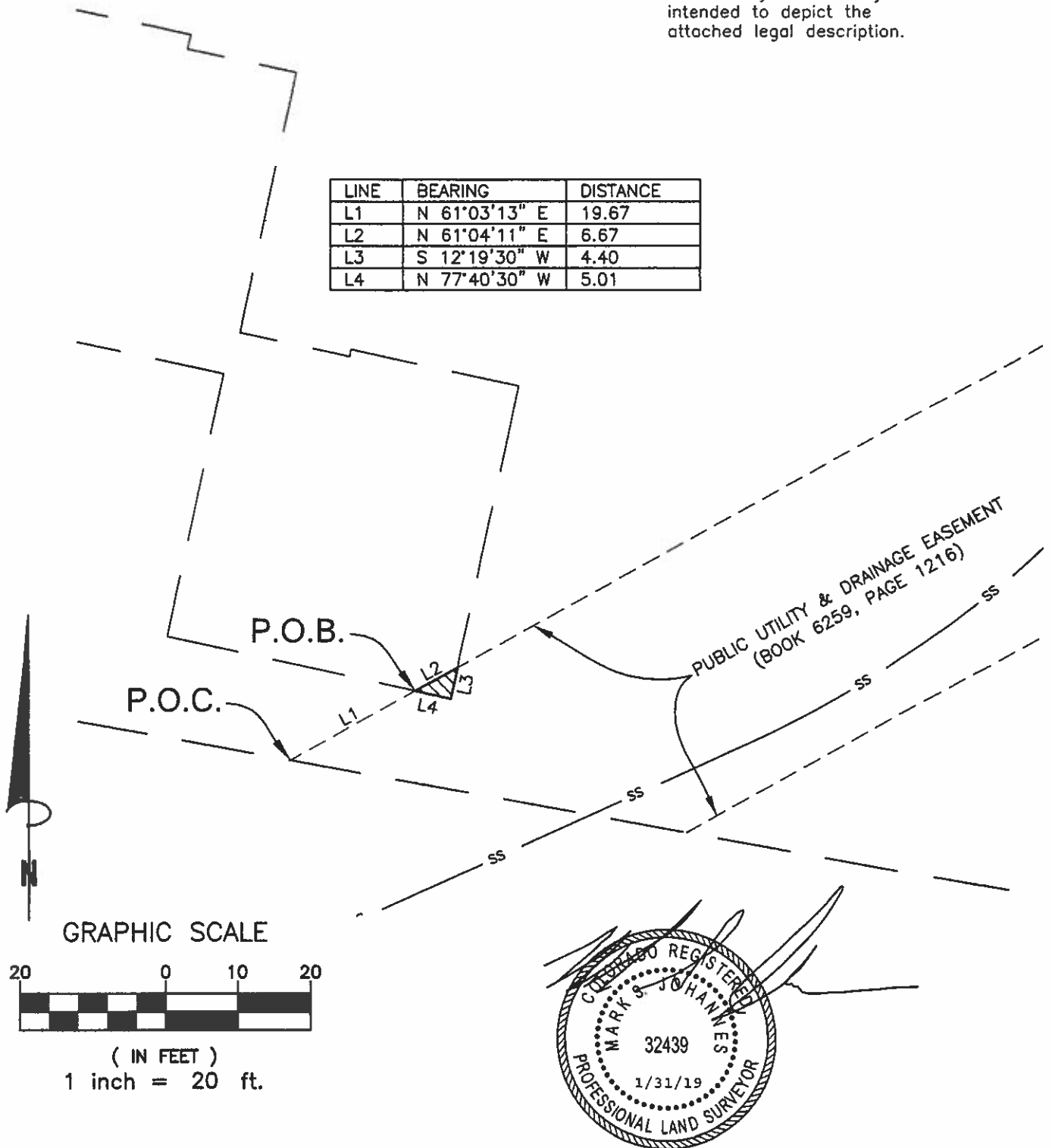


Mark S. Johannes, PLS, CFedS
Colorado Professional Land Surveyor No. 32439
For and on behalf of Compass Surveying & Mapping, LLC

Exhibit C

NOTE:
 This exhibit does not represent a monumented land survey and is only intended to depict the attached legal description.

LINE	BEARING	DISTANCE
L1	N 61°03'13" E	19.67
L2	N 61°04'11" E	6.67
L3	S 12°19'30" W	4.40
L4	N 77°40'30" W	5.01



Chuck Broerman
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Rec \$18.00 Pages

El Paso County, CO



218102803

SPECIAL WARRANTY DEED

THIS DEED, made this 8 day of August, 2018,
between TERRI J. LUX of the County of
El Paso and State of Colorado, grantor, and the
TERRI J. LUX TRUST, dated August 8, 2018,
whose legal address is 100 South Marland Road,
Colorado Springs, CO 80906, grantee.

WITNESSETH, that the grantor for consideration of the sum of TEN
DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby sells and
conveys to grantee the following real property in the County of El Paso and State of Colorado:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN
BY THIS REFERENCE.

Also known by street and number as: 100 South Marland Road, Colorado Springs, CO 80906
Schedule No: 75012-00-020

with all appurtenances, and warrant the title against all persons claiming under grantors, subject
to: taxes for 2018, a lien not yet due and payable, and all subsequent years, and subject to
easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

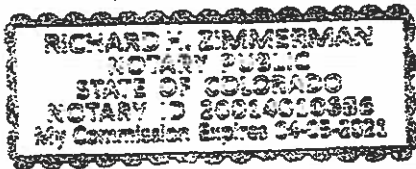
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

TERRI J. LUX

STATE OF Colorado
COUNTY OF El Paso

The foregoing instrument was acknowledged before me this 8 day of Aug, 2018, by
TERRI J. LUX.

Witness my hand and official seal.



Richard F. Zimmerman
Notary Public

EXHIBIT A

PARCEL 1:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FROM WHENCE THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1 BEARS NORTH 83 DEGREES 30 MINUTES 30 SECONDS EAST, SAID BEARING AND ALL OTHERS BEING RELATIVE TO MAYTAG ACRES AS RECORDED JULY 21, 1873 IN PLAT BOOK 22 AT PAGE 11 OF THE RECORDS OF EL PASO COUNTY, A DISTANCE OF 2548.17 FEET; THENCE NORTH 28 DEGREES 28 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.18 FEET; THENCE SOUTH 61 DEGREES 21 MINUTES 50 SECONDS WEST, A DISTANCE OF 6140 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 30 SECONDS WEST, A DISTANCE OF 2500 FEET FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY, SAID TRACT TO CONTAIN 6 CORNERS OF BEARINGS AND DISTANCES:

- (1) THENCE SOUTH 10 DEGREES 19 MINUTES 23 SECONDS WEST, A DISTANCE OF 162.00 FEET;
(2) THENCE SOUTH 79 DEGREES 40 MINUTES 27 SECONDS EAST, A DISTANCE OF 286.00 FEET;
(3) THENCE NORTH 09 DEGREES 40 MINUTES 27 SECONDS WEST, A DISTANCE OF 162.00 FEET;
(4) THENCE NORTH 35 DEGREES 15 MINUTES 23 SECONDS EAST, A DISTANCE OF 30.00 FEET;
(5) THENCE NORTH 54 DEGREES 40 MINUTES 27 SECONDS WEST, A DISTANCE OF 30.00 FEET;
(6) THENCE NORTH 23 DEGREES 47 MINUTES 03 SECONDS WEST, A DISTANCE OF 721.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2A:

A TRACT OF LAND SITUATED IN THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1 BEARS NORTH 52 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 2822.28 FEET, SAID BEARING AND ALL OTHERS BEING RELATIVE TO BROADMOOR SUBDIVISION FILING NO. 1 IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN DEED RECORDED NOVEMBER 7, 1878 IN BOOK 1789 AT PAGE 737 OF THE EL PASO COUNTY RECORDS; THENCE SOUTH 18 DEGREES 43 MINUTES 02 SECONDS WEST, 355.00 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL; THENCE NORTH 14 DEGREES 08 MINUTES 09 SECONDS WEST, 155.00 FEET; THENCE NORTH 79 DEGREES 51 MINUTES 42 SECONDS EAST, 74.57 FEET TO THE POINT OF BEGINNING.

PARCEL 2B:

A TRACT OF LAND SITUATED IN THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1 BEARS NORTH 23 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 2822.28 FEET, SAID BEARING AND ALL OTHERS BEING RELATIVE TO BROADMOOR SUBDIVISION FILING NO. 1 IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN DEED RECORDED NOVEMBER 7, 1878 IN BOOK 1789 AT PAGE 737 OF THE EL PASO COUNTY RECORDS; THENCE NORTH 75 DEGREES 07 MINUTES 51 SECONDS EAST, 255.00 FEET; THENCE NORTH 63 DEGREES 28 MINUTES 52 SECONDS EAST, 817.2 FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 27 SECONDS WEST, 124.78 FEET TO A POINT OF CURVE ON THE WESTERLY RIGHT OF WAY OF MARLAND ROAD AS DESCRIBED IN DEED RECORDED SEPTEMBER 10, 1879 IN BOOK 1264 AT PAGE 215 OF THE EL PASO COUNTY RECORDS; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 10 DEGREES 24 MINUTES 58 SECONDS AND WHOSE RADIUS IS 1384.1 FEET, AN ARC DISTANCE OF 1744.2 FEET; THENCE NORTH 78 DEGREES 15 MINUTES 53 SECONDS WEST, 415 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED NOVEMBER 7, 1878 IN BOOK 1789 AT PAGE 737 OF THE EL PASO COUNTY RECORDS; THENCE CONTINUING ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL, NORTH 02 DEGREES 75 MINUTES 58 SECONDS WEST, 1500 FEET; THENCE NORTH 25 DEGREES 43 MINUTES 02 SECONDS EAST, 20.00 FEET; THENCE NORTH 54 DEGREES 16 MINUTES 58 SECONDS WEST, 30.00 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 34 SECONDS WEST, 200.75 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND IN THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 2, "PAVWAY ESTATES", AS RECORDED OCTOBER 25, 1983 IN PLAT BOOK 78 AT PAGE 5 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND ALSO BEING THE MOST NORTHWESTERLY CORNER OF PARCEL A AS DESCRIBED IN INSTRUMENT RECORDED JUNE 18, 1963 IN BOOK 616 AT PAGE 764 OF SAID COUNTY RECORDS; THENCE NORTH 79 DEGREES 51 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID PARCEL A, A DISTANCE OF 74.57 FEET TO THE NORTHWEST CORNER OF PARCEL B AS DESCRIBED IN SAID INSTRUMENT RECORDED JUNE 18, 1963 IN BOOK 616 AT PAGE 764; THENCE CONTINUING NORTH 79 DEGREES 51 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID PARCEL A, A DISTANCE OF 107.28 FEET; THENCE NORTH 56 DEGREES 24 MINUTES 58 SECONDS WEST, A DISTANCE OF 862.2 FEET; THENCE SOUTH 56 DEGREES 28 MINUTES 03 SECONDS WEST, A DISTANCE OF 120.16 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR A SANITARY SEWER LINE, SITUATED IN THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED IN A DEED RECORDED JUNE 18, 1963 IN BOOK 616 AT PAGE 764 OF THE EL PASO COUNTY RECORDS; THENCE NORTH 09 DEGREES 40 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF MARLAND ROAD, 15.00 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 51 SECONDS WEST, 128.77 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID PARCEL B; THENCE NORTH 79 DEGREES 51 MINUTES 42 SECONDS EAST, ALONG THE NORTHERLY LINE OF PARCEL B, 42.50 FEET; THENCE NORTH 63 DEGREES 28 MINUTES 52 SECONDS EAST, 81.72 FEET TO THE POINT OF BEGINNING.

FIGURE 7



STATEMENT OF AUTHORITY

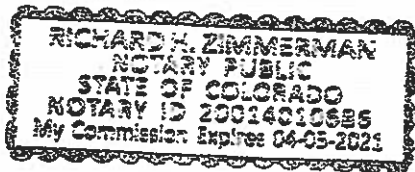
1. This Statement of Authority relates to an entity named the Terri J. Lux Trust, dated August 8, 2018 and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.
2. The Type of entity is a trust.
3. The mailing address for the entity is:
c/o Ms. Terri J. Lux, 100 South Marland Road, Colorado Springs, CO 80906
4. The entity is formed under the laws of: Colorado
5. The name of the person(s) authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:
Terri J. Lux is the sole Trustee of the Terri J. Lux Trust, dated August 8, 2018 and is authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity.
6. The authority of the foregoing person(s) to bind the entity is X not limited OR limited as follows: _____
7. Other matters concerning the manner in which the entity deals with interest in real property:
None

Terri J. Lux
Terri J. Lux, Trustee

STATE OF COLORADO)
COUNTY OF EL PASO)

On Aug 8, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared TERRI J. LUX, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as Trustee of the Terri J. Lux Trust, dated August 8, 2018.

WITNESS my hand and official seal.



Richard H. Zimmerman
Notary Public in and for the State
of Colorado

EXHIBIT A

Legal Description – Encroachment Area

That portion of Parcel 1 as described in the deed recorded at Reception No. 218102803 in City of Colorado Springs, El Paso County, Colorado described as follows:

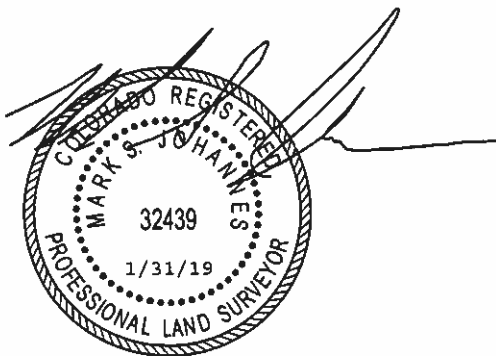
Commencing at the southwest corner of a Public Utility & Drainage Easement recorded in Book 6259 at Page 1216, said point being on the south line of said Parcel 1; thence along the northwesterly line of said Easement North 61 degrees 03 minutes 13 seconds East, 19.67 feet to the point of beginning;

- 1) thence continuing along said northwesterly line North 61 degrees 03 minutes 13 seconds East, 6.67 feet;
- 2) thence South 12 degrees 19 minutes 30 seconds West, 4.40 feet;
- 3) thence North 77 degrees 40 minutes 30 seconds West, 5.01 feet to the point of beginning.

Containing a calculated area of 11 square feet , more or less.

This legal description and exhibit was prepared by me or under my direct supervision and checking and is true and correct to the best of my knowledge, information and belief.

The above statement is neither a warranty or guarantee, either expressed or implied.

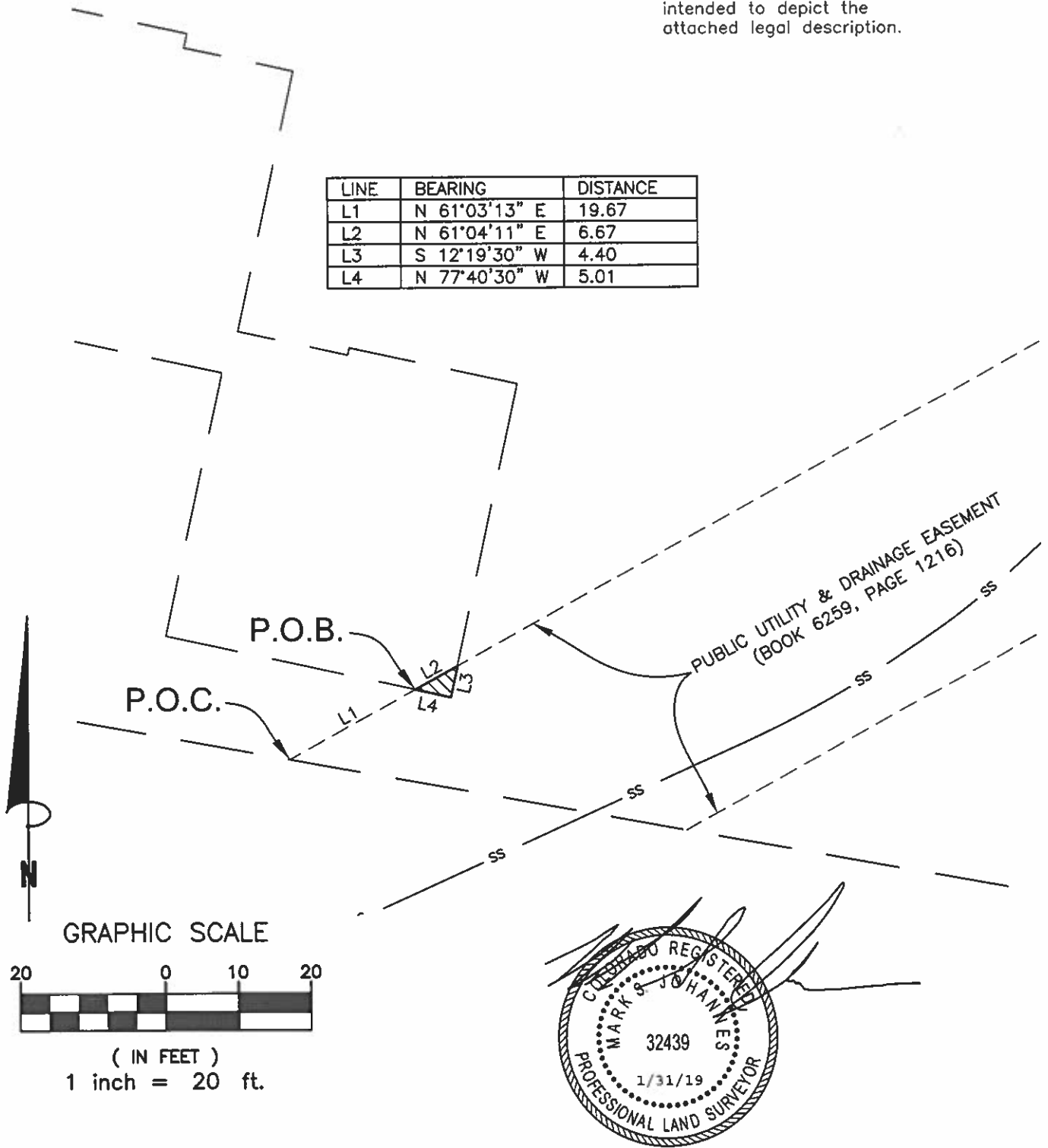


Mark S. Johannes, PLS, CFedS
Colorado Professional Land Surveyor No. 32439
For and on behalf of Compass Surveying & Mapping, LLC

EXHIBIT B

NOTE:
 This exhibit does not represent a monumented land survey and is only intended to depict the attached legal description.

LINE	BEARING	DISTANCE
L1	N 61°03'13" E	19.67
L2	N 61°04'11" E	6.67
L3	S 12°19'30" W	4.40
L4	N 77°40'30" W	5.01



COMPASS SURVEYING & MAPPING, LLC

721 SOUTH 23RD STREET, SUITE B
 COLORADO SPRINGS, CO 80904
 719-354-4120
 WWW.CSAMLLC.COM

PROJECT No. 18246
 JAN 2019
FIGURE 7