

QUITCLAIM DEED

The **CITY OF COLORADO SPRINGS, COLORADO**, a home rule city and Colorado municipal corporation, on behalf of its enterprise, Colorado Springs Utilities, acting by and through Steve Bach, Mayor ("Grantor"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado, 80903, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of one dollar (\$1.00) and other good and valuable consideration in hand paid, hereby releases and quitclaims, subject to the covenants, restrictions, terms and conditions set forth herein, unto **EL PASO COUNTY** by and through the **BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, having the address of 200 South Cascade Avenue, Suite 150 Colorado Springs, Colorado, 80903 ("Grantee"), all rights, title and interest the Grantor may have in and to the following described property, if any, situated in the Counties of El Paso and Teller, in the State of Colorado, to wit (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.

To have and to hold the same unto the Grantee, its successors and assigns, forever, subject to the, covenants, restrictions, terms and conditions set forth herein.

This conveyance is made subject to any and all easements, restrictions, rights, limitations of access, environmental conditions, and matters of record affecting the Property, and is further made subject to the following covenants, terms and conditions **in perpetuity**:

1. The Grantee, and any subsequent transferee, shall (i) fully collaborate and cooperate with the US Forest Service ("USFS") in the completion of the National Environmental Policy Act ("NEPA") Bear Creek Watershed Restoration Project planning process and subsequent Environmental Assessment, but Grantee shall have the right to negotiate with the USFS, State Historic Preservation Office, and US Fish and Wildlife Service, as may be applicable, terms and conditions that are necessary for the County's use and management of the Property, (ii) implement the terms and conditions of the USFS final decision, including maintenance and monitoring requirements, as it applies to the subject Property and all related mitigation measures as required by the State Historic Preservation Office and the US Fish and Wildlife Service necessary to comply with USFS final decision, the Endangered Species Act, and the National Historic Preservation Act, and (iii) **provide public recreational access** that is not inconsistent with the USFS final decision in the Bear Creek Watershed Restoration Project.
2. No future use of the Property shall interfere with the Grantor's rights and benefits, or the performance of its obligations, and access required therefor, related to the maintenance of watershed lands under applicable laws, including the Act of Congress, approved February 27, 1913, granting the City of Colorado Springs, Colorado, certain rights on the north slope of Pikes Peak, Public No. 392, H. R. 23293, for the protection of the water supply of the City of Colorado Springs and the Town of Manitou, Colorado, and under the following agreements: (i) the Cooperative Agreement for the Purpose of Conserving and Protecting the Water Supply of Colorado Springs and Manitou, Colorado, dated October 9, 1914, and (ii) the Cooperative Agreement for the Purpose of Conserving and Protecting the Water Supply of the City of Colorado Springs, Colorado, dated January 9, 1924.
3. The Grantee, and any subsequent transferee, shall within twenty-four (24) months from the date of this conveyance, impose upon the Property a conservation easement pursuant to C.R.S. § 38-30.5-101 *et seq.* having conservation values consistent with the above covenants, restrictions, terms and conditions contained in this quitclaim deed and with the USFS Bear Creek Watershed Restoration Project final decision which will be held by an appropriate certified conservation easement holder.

Grantor further reserves a right of first refusal to acquire the Property upon the following terms and conditions:

Before Grantee may sell, transfer, lease, or convey the Property, any portion thereof, or any beneficial interest therein, excepting a conservation easement pursuant to C.R.S. § 38-30.5-101 *et seq.*, (hereinafter collectively a "Transfer") to a third party, Grantee shall first offer the Property to Grantor with no purchase price, cost, or expense, and with no conditions for sale imposed by Grantee. Grantor shall have 30 days from receiving written notice from Grantee of Grantee's intent to Transfer the Property ("ROFR Period") in which to exercise its right to accept conveyance of the Property under this provision. Such notice shall be made in care of the Colorado Springs City Attorney and provided by hand delivery or commercial overnight carrier,

such as UPS, to the Grantor at the address provided above or at such address as is hereafter designated by Grantor. Grantor may exercise its right to accept conveyance of the Property under this provision by providing written notice to Grantee of its decision to exercise its right to receive the offered Property prior to the expiration of the ROFR Period. Such notice shall be made to the Board of County Commissioners, with a copy to the Executive Director of the Community Services Department, and provided by hand delivery or commercial overnight carrier to the Grantee at the address provided above or at such address as is hereafter designated by Grantee. All notices hereunder shall be deemed made upon the date of the signed receipt therefore. In the event that Grantor exercises its right to receive the Property, Grantee shall convey the Property, free and clear of any liens or encumbrances, except those of record at the time of this conveyance, those which are necessary pursuant to the USFS final decision, referenced above, and those agreed to by Grantor, within 60 days following the expiration of the ROFR Period. If Grantor does not exercise its right to accept conveyance of the Property within the ROFR Period, Grantee may Transfer the Property to a third party. If Grantee does not effect such Transfer to the third party within 90 days following the expiration of the ROFR Period, however, Grantee's right to sell, transfer, or convey the Property shall continue to be subject to Grantor's rights of first refusal, according to the terms and procedures set forth above. If the Property is less than the entire Property the Grantor's rights of first refusal hereunder shall remain applicable to any portion of the Property Transferred.

Should the Grantor determine that Grantee has violated one or more of the covenants, restrictions, terms and conditions set forth above, then Grantor shall notify Grantee of the violation by the same method as utilized in the ROFR Period listed above, and Grantee shall have ninety (90) days to cure such violation. In Grantor's sole reasonable discretion, should Grantor determine that Grantee has failed to timely cure the violation, then Grantor may exercise its right to seek appropriate judicial relief in the El Paso County District Court to enforce said covenants, restrictions, terms and conditions. If Grantor prevails, then Grantee shall comply with the requirements of the Court's Order. The Grantor and Grantee shall individually be responsible for their own costs and attorney fees in any such action.

In witness whereof, the Grantor and Grantee have set their hands and seals through there duly authorized representatives, on the _____ day of _____ 2015.

(THE REMAINDER OF THIS PAGE IS BLANK WITH SIGNATURES PROVIDED IN COUNTERPART ON THE FOLLOWING PAGES)

City of Colorado Springs (Grantor)

By: _____
Steve Bach
Mayor

Attest:

City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2015
by Steve Bach, Mayor, and _____ as _____
of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation.

Witness my hand and seal

My Commission Expires: _____

Notary Public

Approved as to Form:
City of Colorado Springs
City Attorney's Office

By: _____

Date: _____

ACCEPTED BY:
BOARD OF COUNTY COMMISSIONERS OF EL
PASO COUNTY (Grantee)

Dennis Hisey, Chair
El Paso County Board of County Commissioners

ATTEST:

By: _____
Chuck Broerman
El Paso County Clerk and Recorder

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Dennis Hisey, Chair of the Board of County Commissioners of El Paso County, Colorado, and attested to by Chuck Broerman, El Paso County Clerk and Recorder.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Form:
El Paso County Attorney's Office

By: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 14 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

THE WEST HALF OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE EAST HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF TELLER, STATE OF COLORADO.

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF LOT 1 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.