

ADDENDUM 1

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ARDIS W. SCHMITZ
El Paso County Clerk & Recorder BOOK 3515 PAGE 608

CONSERVATION EASEMENT IN GROSS

THIS CONSERVATION EASEMENT IN GROSS is made this 23rd day of DECEMBER, 1981, between SANTA FE STATION, a Joint Venture, Grantor, and the CITY OF COLORADO SPRINGS, a municipal corporation, Grantee. 12th

WHEREAS, the Grantor is the owner of the property and building which is the subject of this Conservation Easement; and

WHEREAS, the Grantee is a governmental entity existing by virtue of the Statutes of the State of Colorado, which entity is exempt from income tax under the Internal Revenue Code; and

WHEREAS, the Grantor and Grantee are each interested in the conservation and preservation of the building, site and structure having historical, architectural or cultural interest or value; and

WHEREAS, the Grantor and Grantee each being interested in the conservation and preservation of the building, site and structure which is described in this Easement and which have been certified by the State Historical Society of Colorado as being entered into the National Register of Historic Places.

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid to the Grantor by the Grantee and in consideration of the promises and agreements set forth, it is agreed as follows:

Grantor does hereby grant, sell, convey, quitclaim, remise and release to the Grantee, its successors and assigns, forever, the following described Conservation Easement in gross upon the land and improvements presently existing on this date and which property is described as follows:

That portion of Elizabeth F. Wolfe Subdivision of Block 245 and that portion of Block 246 all in Addition Number 1 to the City of Colorado Springs, Colorado and also a part of vacated East Colorado Avenue lying between said Block 245 and 246 of said Addition Number 1 to the City of Colorado Springs, Colorado, more particularly described as follows: Commencing at the Northeast corner of Lot 3 in said Elizabeth F. Wolfe Subdivision; then Southerly on the Easterly line of said Lot 3, 64.16 feet to a point on the Southerly line of that tract of land described in Book 3260 at Page 110 of the records of El Paso County, Colorado, said point also being the point of beginning; thence Easterly on said Southerly line for the following two (2) courses:

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(1) thence on the arc of a curve to the right whose chord bears N 73° 49' 38" E, (all bearings used in this description are relative to the North line of said Block 245 which was assumed to be N 89° 58' 35" E), having a central angle of 32° 17' 54", a radius of 320.40 feet, an arc length of 180.61 feet; (2) thence N 89° 58' 35" E, on the forward tangent to the last mentioned curve, 83.15 feet; thence S 00° 01' 25" E, 67.01 feet; thence S 26° 24' 10" W, 339.35 feet; thence S 63° 59' 53" E, 93.00 feet; thence S 26° 24' 10" W, 294.72 feet to a point on the Northerly line of the alley in said Block 246; thence S 89° 55' 22" W, 70.38 feet to a point on the Easterly edge of a brick platform; thence N 26° 24' 10" E, on said Easterly edge, 292.00 feet; thence N 63° 35' 50" W, 92.00 feet; thence S 26° 24' 10" W, 13.80 feet to a point on the Northerly line of vacated East Colorado Ave.; thence S 89° 56' 05" W, on said Northerly line, 73.97 feet to the Southwesterly corner of Lot 24 of said Block 245; thence N 00° 04' 35" W, on the Westerly line of said Lot 24, 190.13 feet to a point on the Southerly line of the alley in said Block 245; thence N 89° 57' 20" E, on Southerly line, 105.00 feet; thence N 00° 04' 35" W, 10.00 feet; thence N 89° 57' 20" E, 7.50 feet; thence N 00° 04' 35" W, 10.00 feet to a point on the Northerly line of said alley; thence S 89° 57' 20" W on said Northerly line, 81.00 feet; thence N 17° 40' 29" E, 52.50 feet to a point on the East line of Lot 3 in said Block 245; thence N 00° 04' 35" W, on said Easterly line, 75.95 feet to the point of beginning; containing 98,926 square feet.

Grantor hereby states its intention to create this Conservation Easement pursuant to Article 30.5 of Title 38, C.R.S. 1973 (1980 Supp.). This Conservation Easement shall be a perpetual servitude upon the described property of the Grantor and shall run with the land and be binding upon the heirs, successors and assigns of the Grantor.

The Conservation Easement hereby created and conveyed by the Grantor to the Grantee is as follows:

1. Grantee, its successors and assigns, forever, shall have and own a full and free right to the uninterrupted enjoyment of the exterior and facade of the improvements presently existing on the property described in this Easement, and this Conservation Easement shall be interpreted to further the intention of the Grantor and Grantee to conserve and preserve the historical, architectural and cultural interest or value of the described property and its building and improvements.

2. Grantor shall maintain the land and the exterior and facade of the building and improvements in at least the same state of repair as exists on this date, and Grantor shall maintain the architectural, historical and cultural interest and value of the property.

3. Grantor shall not undertake, permit the undertaking, or suffer any demolition, alteration, remodeling, repairing, repainting or construction affecting the exterior and facade of the existing buildings and improvements nor change any improvements or structures placed upon the property without the written permission of the Grantee. Any repairs or alterations shall be made in accordance with the Secretary of the Interior's Standards for Historic Preservation Projects.

4. Where permission of the Grantee is required, such permission shall be deemed to have been given upon the failure of the Grantee to respond to a written request thereof within thirty (30) days of actual receipt thereof by the Grantee at its principal office.

5. Representative of the Grantee shall be permitted at reasonable times to come upon the property to inspect for violation of any of the agreements or promises contained herein upon ten (10) days' advance notice by the Grantee if special assistance is needed. If the Grantee has reason to believe that violations are occurring or have occurred, representatives of the Grantee shall be permitted to come upon the property without any notice whatsoever.

In addition to the permission granted to representatives of the Grantee in this Paragraph No. 5, representatives of the Grantee shall be permitted to come upon the property once each year from the date hereof to inspect for violation of any of the promises or agreements made in this Easement, and the yearly inspection date shall be determined by the Grantee and no ten (10) day notice nor reason to believe that violations are occurring shall be required for such annual inspections.

6. For purposes of this Conservation Easement and without limitation upon the ordinary usage of the words, the building, structure and improvements upon the property of the Grantor shall include the roads, driveways, parking lots and all other structures of any type placed upon the property of the Grantor for permanent or semi-permanent use.

The exterior and facade of any building, structure or improvement shall include at least the following elements and architectural matters: outside walls of stone or brick or other outside facings; cornice; stained or cut glass windows; location, shape and size of windows; style and coloration of stone or brick or other outside facings; paint color; location, shape and size of doors, portals, stairs, pediments, towers, fences; and, all other elements of the exterior or facade of any building, structure or improvement on the described real estate.

7. In the event of any violation of any promise, agreement or restriction contained in this Conservation Easement, the Grantee may, following ten (10) days' notice to the Grantor and upon refusal of the Grantor, its heirs, successors and assigns, to provide adequate assurances to the Grantee that such violations or restrictions shall be brought into compliance within a reasonable time, institute a suit to enjoin such violations and to require the restoration of the property to its condition at that time of the conveyance to the Grantee. In the alternative, representatives of the Grantee may enter upon the property, correct any such violation and hold the Grantor, its heirs, successors and assigns responsible for the cost thereof. The Grantee shall also have all available legal and equitable remedies which are provided by the laws of the State of Colorado.

8. This Conservation Easement shall not be construed to grant any possessory right to the Grantee for the use of the property except as provided in this Easement.

9. The Grantor shall provide and the Grantee shall have and maintain at its office photographs, architectural drawings, blueprints, or other descriptions of the exterior and facade of the building, structure and improvements upon the described property subject to this Conservation Easement. Such photographs, drawings, blueprints and other descriptions shall be available for inspection by interested persons at all reasonable times.

10. The Grantor agrees to pay to the Grantee in cash or certified funds the sum of one half of one percent (1/2%) of the value of the easement as established by an appraiser to be selected by the Grantor and approved by the Grantee as partial consideration for the Grantee accepting the easement. The Grantor also agrees to fully indemnify, save, protect, and hold harmless the Grantee from expenses or liabilities arising out of the granting of the easement, and agrees to pay all reasonable expenses incurred by Grantee which may arise out of the granting of this Easement. The Grantee's expenses to be reimbursed by the Grantor include costs of photographs and other required documentation, actual costs of administration and enforcement of rights granted by the easement incurred by the Historic Resources Advisory Board and the Grantee's legal department including reasonable attorney's fees, prorated salary of one Community Development staff person for one (1) day per year which person shall be involved with the routine administration of the easement, and any necessary and reasonable Community Development staff time spent in resolution of problems in administration or enforcement of the easement.

GRANTOR:

GRANTEE:

SANTA FE STATION,
A Joint Venture

CITY OF COLORADO SPRINGS

BY:

BY:

BY:

BY: