

BOUNDARY AGREEMENT

Agreement made as of the ____ day of _____, 2016 between and among The City of Colorado Springs, a municipal corporation, Mark E. Cusack, of San Marcos, Texas, and Daniela Francis Cusack, of Los Angeles, California. The City, Mark E. Cusack and Daniela Francis Cusack are jointly referred to as "Parties" and singularly as "Party".

Recitals

A. Pursuant to a Warranty Deed dated July 30, 1973 and recorded in the real property records of El Paso County, Colorado in Book 2615, Page 128, The City of Colorado Springs, as grantor, conveyed to Mark E. Cusack, et al., as grantees, a parcel of land situated near the Town of Cascade, Colorado (hereinafter "Mark Cusack Parcel 1").

B. Pursuant to a Warranty Deed dated February 7, 1974 and recorded in the real property records of El Paso County, Colorado in Book 2654, Page 917, Anne Cusack Johnson, as grantor, conveyed to Mark E. Cusack, et al., as grantees, a parcel of land situated near the Town of Cascade, Colorado (hereinafter "Mark Cusack Parcel 2").

C. Pursuant to Special Warranty Deeds recorded in the real property records of El Paso County, Colorado at Reception Nos. 206098931, 206098932, 206098933, 206098934, 206098935 and 206098936, Mark E. Cusack became the sole owner of the Mark Cusack Parcels 1 and 2.

D. Pursuant to a Personal Representative's Deed dated May 29, 2016 and recorded in the real property records of El Paso County, Colorado in Book 5080, Page 691, the Personal Representative of the Estate of David F. Cusack conveyed to Daniela Francis Cusack certain parcels of land situated near the Town of Cascade, Colorado (hereinafter "Daniela Cusack Parcels").

E. Pursuant to a lawsuit filed by Mark E. Cusack, entitled: *Mark E. Cusack v. Daniela F. Cusack and the City of Colorado Springs, a Municipal Corporation*, El Paso County Dist. Court, Case No. 2013CV32158 and a subsequent settlement agreement entered into by the parties on [date of execution here] the Parties engaged Luke Johnson (RLS No. 38184), a Colorado Professional Land Surveyor employed by and working on behalf of Colorado Springs Utilities, to conduct a formal survey of the subject parcels and to record the same in the office of the Clerk and Recorder of El Paso County, Colorado.

Agreement

The Parties, being desirous of resolving and establishing the common boundary lines between their respective parcels, hereby agree on and fix the common boundary lines between their respective parcels as shown on the Luke Johnson survey, attached

Witness my hand and official seal

My commission expires: _____

Notary Public

_____ Dated: _____, 2016
City of Colorado Springs, on behalf of its enterprise,
Colorado Springs Utilities' representative

Print name and title

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

The foregoing instrument was acknowledged before me this ____ day of
_____ 2016, by _____.

Witness my hand and official seal

My commission expires: _____

Notary Public

City of Colorado Springs

Print name and title

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

The foregoing instrument was acknowledged before me this ____ day of
_____ 2016, by _____.

Witness my hand and official seal

My commission expires: _____

Notary Public