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 hereto as **Exhibit A** and recorded at Reception No. ______ in the real property records of El Paso County, Colorado.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single document binding on all the Parties hereto, notwithstanding that all such Parties are not signatories to the original or the same counterpart. This Agreement may be executed by facsimile signatures, which shall have the same force and effect as original signatures.

In witness whereof, the Parties have executed this agreement as of the date first above written.

	Dated:	, 2016
Mark E. Cusack		
STATE OF))ss. COUNTY OF)		
The foregoing instrument was a2016, by Mark E. Cusack.	cknowledged before me this	day of
Witness my hand and official seal		
My commission expires:		
	Notary Public	
Daniela Francis Cusack	Dated:	, 2016
STATE OF))ss.		
COUNTY OF)		

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by Daniela Francis Cusack.

Witness my hand and official seal

My commission expires:

	Notary Public	
 City of Colorado Springs, on behalf c	Dated:	_, 2016
Colorado Springs Utilities' represent	-	
Print name and title		
STATE OF COLORADO))ss.		
COUNTY OF EL PASO)		
The foregoing instrument 2016, by	was acknowledged before me this	day of
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)		
	was acknowledged before me this	day of

Witness my hand and official seal

My commission expires: _____

Notary Public