

RESOLUTION NO. 57-18

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS, COLORADO, AND THE REGENTS OF THE UNIVERSITY OF COLORADO RELATED TO CONVEYANCE OF NEW RIGHT-OF-WAY AND EASEMENTS AND VACATION OF OLD RIGHT-OF-WAY

WHEREAS, pursuant to § 29-1-203, C.R.S., the City of Colorado Springs is authorized to enter into intergovernmental agreements with other governmental entities for the purpose of cooperating on or contracting for the provision of any function, service, or facility lawfully authorized to each of them; and

WHEREAS, the City of Colorado Springs ("City"), on behalf of its Public Works Department ("Public Works") and its enterprise, Colorado Springs Utilities ("Utilities"), desires to enter into that Intergovernmental Agreement ("IGA") attached hereto and incorporated herein by reference as Attachment "1" to this Resolution under which the Regents of the University of Colorado, on behalf of the University of Colorado Colorado Springs ("UCCS") desires to convey to the City new right-of-way for Eagle Rock Road and new utility easements at no cost to Public Works and Utilities; and

WHEREAS, as part of the attached IGA and in exchange for the conveyance of the new Eagle Rock Road right-of-way, the City agrees to vacate a portion of the existing Eagle Rock Road right-of-way, part of which may be vacated by quitclaim deed and part of which must be vacated by separate ordinance of City Council; and

WHEREAS, UCCS desires to and the City is amenable to allowing UCCS to construct, maintain, and operate certain landscaping and other improvements identified in the IGA in accordance with the terms set forth in the IGA, including the City's waiver of revocable permit fees; and

WHEREAS, approval of the attached IGA is in the best interest of the citizens of the City of Colorado Springs and ratepayers of Colorado Springs Utilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

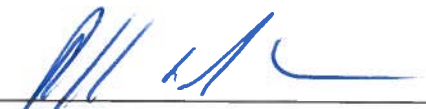
Section 1. The City Council hereby approves the attached Intergovernmental Agreement between the City of Colorado Springs and the Regents of the University of Colorado, attached hereto as Attachment "1".

Section 2. The City Council hereby authorizes the Mayor of the City of Colorado Springs and the Chief Executive Officer of Colorado Springs Utilities, or his designee, to execute the attached Intergovernmental Agreement.

Section 3. The Mayor and the City's Real Estate Services Manager are hereby authorized to execute all documents necessary to complete the land transactions contemplated by the Intergovernmental Agreement, except to the extent such transactions require separate City Council approval by ordinance.

DATED at Colorado Springs, Colorado, this 12th day of June, 2018.

ATTEST:



Council President



Sarah B. Johnson, City Clerk



The seal is circular with a double-line border. The outer ring contains the text "COLORADO SPRINGS" at the top and "COLORADO" at the bottom. The inner ring contains "SEPTEMBER 9, 1872" and two stars. In the center, the word "SEAL" is written above a horizontal line.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE UNIVERSITY OF COLORADO COLORADO SPRINGS
AND THE CITY OF COLORADO SPRINGS

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), dated for reference this day of June 29, 2018, is made by and between the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("University"), and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its Public Works Department ("City Public Works") and its utility enterprise, Colorado Springs Utilities ("Utilities"). The University, the City, City Public Works, and Utilities shall be referred to herein as the "Parties".

WHEREAS, C.R.S. § 29.1.203 authorizes the City and the University to enter into an intergovernmental agreement for the purpose of cooperating or contracting to provide any function, service, or facility lawfully authorized to each of them; and

WHEREAS, in February 2015, the University created designs for the North Nevada Infrastructure (NNI) site located on the west side of the Colorado Springs campus of the University that included the realignment of Eagle Rock Road; and

WHEREAS, the University created legal descriptions for parcels of land needed for the new location of Eagle Rock Road based upon the design plans for the NNI site; and

WHEREAS, the Parties desire to identify and describe the right-of-way for Eagle Rock Road that will be owned and maintained by City; and

WHEREAS, the Parties further desire to identify and describe the utility easements that will be owned and maintained by the City on behalf of Utilities; and

WHEREAS, the Parties further desire to identify UCCS amenities to be placed in the Eagle Rock Road and North Nevada Avenue right-of-way through the revocable permit process; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows;

1. The University shall convey to the City on behalf of City Public Works 125,690 SF of Right-of-Way for "New" Eagle Rock Road by way of Quitclaim Deed substantially in the form provided in Exhibit A for the property shown, and as legally described and depicted in Exhibit A. (the "ER Right-of-Way"), which such Exhibit is attached hereto and made a part of this Agreement. Such conveyance shall be at no cost to the City. The City agrees that the University will reserve a non-exclusive perpetual easement over the ER Right-of-Way that is consistent with City's ownership interest in the ER Right-of-Way to allow the University the rights to access and maintain the University's fiber line which is located underneath the ER Right-of-Way. The general location of the fiber line is shown in drawing EX01, attached to this agreement.

2. The University shall convey to the City on behalf of Utilities 108,977 SF of permanent easement area near the "New" Eagle Rock Road by Permanent Easement Agreement substantially in the form provided in Exhibit B over the property shown in, and as legally described and depicted in, Attachments 1, 2, 3 and 4 to Exhibit B, attached hereto and made part of this Agreement, at no cost to the City.
3. The City will go through the process to vacate the 77,397 SF of land currently known as "Old" Eagle Rock Road Right-of-Way as legally described and depicted in Exhibit C ("City Property"), attached hereto and made a part of this Agreement. The City agrees to process vacation application concurrently with this Agreement and to present a vacation ordinance for the City Property to City Council for approval at the same time that City Council will consider the approval of this Agreement. The City shall reserve any easements it may require in the City Property for maintenance of utility infrastructure and/or drainage facilities. The University acknowledges that should the City Property be vacated by ordinance of the City Council, that per section 43-2-302 C.R.S., the County Assessor ultimately will determine the ownership of the City Property.
4. The City agrees to allow the University to construct, at the University's expense, several pedestrian/landscaping and amenities, including, but not limited to, the UCCS gateway signs and stairs, in the North Nevada Avenue Right-of-Way. The City agrees to allow the University to construct, at the University's expense, also including but not limited to, directional signs, campus fiber and a bicycle counting system, in the Eagle Rock right-of-way. The general location of these improvements are shown in drawing EX01 and made a part of this Agreement. The University will bear the entire cost of design, construction and maintenance of these improvements. The University shall submit to the City the documentation requested by the City for any permanent improvements in the North Nevada Avenue and Eagle Rock rights-of-way substantially in the form of the revocable permit application. The City agrees to waive any fees associated with the application, revocable permits (surface and subsurface), and future fees if applicable.
5. Neither Party has made representations or warranties concerning the condition of soils, drainage conditions, or any other matter pertaining to the physical or environmental condition of the properties being conveyed.
6. The University agrees to maintain the City's landscaped medians and parkways depicted in drawing EX02, along Eagle Rock Road adjacent to University Property in a reasonable manner. By agreeing to maintain the landscaping, the University does not intend or agree to assume any liability for injury or property damage resulting from this maintenance. The University shall submit to the City the documentation requested by the City for any permanent improvements in the Eagle Rock Road right-of-way substantially in the form of the revocable permit application. The City agrees to waive any fees associated with the application, revocable permits (surface and subsurface), and future fees if applicable. The University agrees to provide the following:
 - a. Routine inspections of the areas to be maintained to determine whether any maintenance is needed.

- b. Required watering for shrubs, trees, and grasses installed per the approved landscaped area plans. The cost of the irrigation water after installation of the landscaping will be funded by the University. The University shall have the right to maintain all irrigation related lines that cross within the Right-of-Way and Permanent Sidewalk easements.
 - c. Repair or adjust and maintain lighting poles with LED fixtures in islands and curbs as needed.
 - d. Repair or adjust the watering system as needed throughout the growing seasons.
 - e. Pickup and dispose trash and debris dumped along and onto the landscaped areas.
 - f. The City agrees the University may over time modify the landscaping improvements within City Standards.
 - g. The City agrees the University may maintain all signs and amenities that are in the Right-of-Way.
 - h. Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
7. The City agrees to maintain and repair all elements within the Right-of-Way, that are not specifically assigned to the University for maintenance and repair, at City expense. This maintenance shall include, for example but not be limited to, snow removal on the road surface, curb and gutter repair, pothole repair, stripping, repairs due to accidents, and required signage.

NOTICES AND OTHER DELIVERABLES

8. To enhance direct communications, a primary and alternate contact person will be assigned for each party. Both parties agree to communicate on a regular basis.

City of Colorado Springs:

Public Works Director 385-5457

Real Estate Services Manager 385-5920

The University of Colorado Colorado Springs:

Assoc. Vice Chancellor for Campus Plng & Fac. Mgt. 255-3505

Sr. Vice Chancellor for Administration and Finance 255-3210

Notices and Other Deliveries. Any notice or other documents or materials required or permitted to be delivered by this Agreement shall be deemed properly delivered upon receipt by the Party to whom the documents or materials are to be delivered. Notices may be hand delivered, sent by first-class mail, return receipt requested, with postage prepaid, or transmitted by electronic facsimile. Notices shall be addressed and delivered as follows:

If to UCCS:	If to City:
<p>Facilities Services</p> <p>University of Colorado Colorado Springs</p> <p>Attn: Associate Vice Chancellor for Campus Planning and Facilities Management</p> <p>1420 Austin Bluffs Parkway</p> <p>P.O. Box 7150</p> <p>Colorado Springs, CO 80933-7150</p> <p>Phone: (719) 255-3505</p> <p>Fax: (719) 255-3222</p>	<p>Real Estate Services Manager</p> <p>City of Colorado Springs</p> <p>30 South Nevada, Suite 502</p> <p>Colorado Springs, CO 80903</p> <p>Phone: (719) 385-5920</p> <p>Fax: (719) 385-5610</p>

Either Party may, by notice properly delivered, change the person or address to which future notices or delivered to that Party shall be made.

9. This Agreement is non-binding until such time as City Council passes a resolution approving this Agreement.
10. This Agreement is non-binding until such time as The Board of Regents of the University of Colorado approves this Agreement.

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FROM UCCS TO CITY

- **EXHIBIT A – FORM OF QUITCLAIM DEED AND LEGAL DESCRIPTION –
“NEW” EAGLE ROCK RIGHT-OF-WAY**

IN WITNESS WHEREOF, the University and the City have caused this Intergovernmental Agreement to be executed as of the date first written above. By the signature of its representatives below, each party affirms that it has taken all necessary action to authorize its representatives to execute this document.

CITY OF COLORADO SPRINGS

John Suthers
John Suthers, Mayor

6/29/18
Date

ATTEST:

Sarah [Signature]
City Clerk

7-2-18
Date

APPROVED AS TO FORM:

Bethany Librucci
Office of the City Attorney



THE REGENTS OF THE UNIVERSITY OF COLORADO

By: Venkat Reddy
Printed Name: VENKAT REDDY
Its: CHANCELLOR

5/22/18
Date

APPROVED AS TO FORM:

Jennifer R. [Signature]
University Counsel

5-22-18
Date

QUITCLAIM DEED

This Deed, dated this _____ day of _____, 2018, between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, 80918, in consideration of the Intergovernmental Agreement Between the University of Colorado Colorado Springs ("University") and the City of Colorado Springs ("City") dated _____ and other good and valuable consideration, does hereby sell and quitclaim to **The City of Colorado Springs**, Colorado, a home rule city and Colorado municipal corporation ("Grantee"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado 80903, City of Colorado Springs, County of El Paso and State of Colorado, a portion of the property known as Tax Schedule Numbers 6319100001, 6319100004, and 6319404001 (the "Property"), with all it appurtenances, legally described and depicted, as follows:

See attached Exhibit A, PARCEL ROW-1, Pages 1-11

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

Regents of the University of Colorado, a body corporate,
for and on behalf of the University of Colorado Colorado Springs

By: _____
Venkat Reddy, Chancellor
University of Colorado Colorado Springs

Approved as to Form

University Counsel

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

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal

My Commission Expires: _____

Notary Public

RES File Number: _____

City Council Resolution No. _____

City:
City of Colorado Springs, a home rule city
and municipal Colorado corporation
Accepted:

By: _____
Real Estate Services Division

_____ Date

City of Colorado Springs
Public Works Department

By: _____
Travis Easton, Director

Approved as to Form:

By: _____
City Attorney's Office

RES File Number: _____

City Council Resolution No. _____

EXHIBIT A

**“NEW” EAGLE ROCK ROAD RIGHT-OF-WAY
PARCEL ROW-1**

LEGAL DESCRIPTION

Being a portion of the following three parcels of land recorded by Warranty Deeds at:

1. Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978
2. Reception Number 201012900 on February 2, 2001
3. Reception Number 098006317 on January 20, 1998

The aforementioned deeds are recorded in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the East half of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2½ inch aluminum cap stamped “RMLS NO. 19625”. This point is known locally as FIMS 6305J (Colorado Springs Utilities - Facility Information Management System). The North point of said line is a found 2-inch aluminum cap stamped “Mariotti PLS 22573”. The Basis of Bearings between said points is N 00° 11' 48" West a distance of 2,642.75 feet.

BEGINNING at the Northwest corner of Lot 1 Old Santa Fe Center Filing No. 1 as recorded at Reception Number 1584643 (Plat Book C-4 Page 26) on June 19, 1987 in the records of said county, coincident with the Easterly Right-of-Way of North Nevada Avenue whence the East ¼ corner of said Section 19 bears North 89° 34' 22" East a distance of 1,217.91 feet;

THENCE along the North line of said Lot 1, coincident with the Easterly Right-of-Way of said North Nevada Avenue North 89° 37' 17" East a distance of 50.51 feet to the Southwest corner of said parcel of land at Reception Number 201012900 as shown on a Land Survey Plat recorded at Reception Number 200900307 on December 29, 2000 in the records of said county;

THENCE departing the North line of said Lot 1 along the Westerly line of said parcel at Reception Number 201012900, coincident with the Easterly Right-of-Way of said North Nevada Avenue North 07° 20' 48" East a distance of 46.80 feet;

THENCE departing said Westerly line and said Easterly Right-of-Way on a non-tangent curve to the right having a radius of 92.98 feet, a central angle of 30° 37' 30" and an arc length of 49.70 feet. The chord of said curve bears South 76° 40' 54" East a distance of 49.11 feet;

THENCE South 60° 28' 46" East a distance of 32.58 feet;

THENCE on a non-tangent curve to the left having a radius of 13.93 feet, a central angle of 21° 52' 38" and an arc length of 5.32 feet. The chord of said curve bears South 70° 49' 14" East a distance of 5.29 feet;

THENCE on a non-tangent curve to the right having a radius of 910.38 feet, a central angle of 22° 27' 55" and an arc length of 356.96 feet. The chord of said curve bears South 67° 58' 28" East a distance of 354.67 feet;

THENCE South 56° 44' 30" East a distance of 91.11 feet;

THENCE on a non-tangent curve to the left having a radius of 44.91 feet, a central angle of 66° 26' 08" and an arc length of 52.08 feet. The chord of said curve bears North 88° 31' 21" East a distance of 49.21 feet;

THENCE South 63° 04' 26" East a distance of 2.59 feet;

THENCE South 27° 10' 30" West a distance of 33.43 feet;

THENCE South 64° 07' 23" East a distance of 9.92 feet;

THENCE North 27° 27' 19" East a distance of 63.17 feet;

THENCE South 59° 09' 00" East a distance of 3.06 feet;

THENCE on a non-tangent curve to the left having a radius of 9.80 feet, a central angle of 104° 09' 47" and an arc length of 17.81 feet. The chord of said curve bears South 20° 23' 24" East a distance of 15.45 feet;

THENCE South 66° 33' 07" East a distance of 16.46 feet;

THENCE South 70° 16' 59" East a distance of 17.53 feet;

THENCE on a non-tangent curve to the left having a radius of 82.03 feet, a central angle of 10° 13' 34" and an arc length of 14.64 feet. The chord of said curve bears North 18° 28' 20" East a distance of 14.62 feet;

THENCE South 75° 23' 33" East a distance of 43.21 feet;

THENCE South 03° 32' 07" West a distance of 12.25 feet;

THENCE on a non-tangent curve to the right having a radius of 43.05 feet, a central angle of 51° 35' 54" and an arc length of 38.77 feet. The chord of said curve bears South 44° 40' 59" East a distance of 37.47 feet;

THENCE on a non-tangent curve to the left having a radius of 253.92 feet, a central angle of 18° 09' 33" and an arc length of 80.48 feet. The chord of said curve bears South 25° 10' 04" East a distance of 80.14 feet;

THENCE South 24° 51' 01" East a distance of 14.97 feet;

THENCE South 33° 10' 23" East a distance of 29.66 feet;

THENCE on a non-tangent curve to the left having a radius of 757.37 feet, a central angle of 16° 11' 54" and an arc length of 214.12 feet. The chord of said curve bears South 71° 59' 14" East a distance of 213.41 feet;

THENCE South 81° 16' 52" East a distance of 28.98 feet;

THENCE on a non-tangent curve to the left having a radius of 969.93 feet, a central angle of 05° 05' 59" and an arc length of 86.33 feet. The chord of said curve bears South 85° 37' 57" East a distance of 86.30 feet;

THENCE South 87° 14' 22" East a distance of 25.65 feet;

THENCE South 88° 59' 54" East a distance of 25.01 feet to a point on the West line of the Charles Fisher Subdivision as recorded at Reception Number 001453842 (Plat Book B-4 Page 9) on September 17, 1996 in the records of said County;

THENCE South 00° 14' 04" West a distance of 1.90 feet to the Southwest corner of said Charles Fisher Subdivision, also being the Northwest corner of a Right-of-Way for highway purposes (Eagle Rock Road) as recorded by Warranty Deed at Reception Number 631965 on May 29, 1940 and whence the East $\frac{1}{4}$ corner of said Section 19 bears North 08° 58' 28" East a distance of 413.30 feet;

THENCE along the West line of said Right-of-Way South 00° 10' 01" East a distance of 30.00 feet to the Southwest corner of said Right-of-Way;

THENCE South 00° 10' 01" East a distance of 0.11 feet;

THENCE North 88° 41' 29" West a distance of 77.76 feet;

THENCE North 85° 56' 13" West a distance of 24.56 feet;

THENCE on a non-tangent curve to the right having a radius of 769.87 feet, a central angle of 21° 35' 48" and an arc length of 290.19 feet. The chord of said curve bears North 74° 41' 46" West a distance of 288.48 feet;

THENCE South 86° 03' 56" West a distance of 28.38 feet;

THENCE on a non-tangent curve to the left having a radius of 63.41 feet, a central angle of 25° 51' 42" and an arc length of 28.62 feet. The chord of said curve bears South 66° 35' 08" West a distance of 28.38 feet;

THENCE South 50° 42' 58" West a distance of 9.45 feet;

THENCE on a non-tangent curve to the right having a radius of 39.44 feet, a central angle of 38° 52' 33" and an arc length of 26.76 feet. The chord of said curve bears South 77° 05' 40" West a distance of 26.25 feet;

THENCE South 83° 20' 12" West a distance of 13.55 feet;

THENCE on a non-tangent curve to the left having a radius of 92.70 feet, a central angle of 09° 39' 30" and an arc length of 15.63 feet. The chord of said curve bears South 15° 52' 37" West a distance of 15.61 feet;

THENCE North 83° 42' 34" West a distance of 50.12 feet;

THENCE on a non-tangent curve to the left having a radius of 17.91 feet, a central angle of 43° 06' 29" and an arc length of 13.48 feet. The chord of said curve bears North 12° 30' 05" East a distance of 13.16 feet;

THENCE North 80° 57' 19" West a distance of 10.89 feet;

THENCE North 88° 20' 29" West a distance of 31.76 feet;

THENCE on a non-tangent curve to the left having a radius of 9.05 feet, a central angle of 98° 53' 53" and an arc length of 15.62 feet. The chord of said curve bears South 45° 50' 27" West a distance of 13.75 feet;

THENCE South 86° 53' 55" West a distance of 3.06 feet;

THENCE North 00° 32' 33" West a distance of 15.40 feet;

THENCE on a non-tangent curve to the left having a radius of 98.18 feet, a central angle of 17° 45' 51" and an arc length of 30.44 feet. The chord of said curve bears North 10° 21' 11" West a distance of 30.32 feet;

THENCE North 22° 55' 42" West a distance of 18.25 feet;

THENCE on a non-tangent curve to the right having a radius of 70.79 feet, a central angle of 37° 29' 37" and an arc length of 46.32 feet. The chord of said curve bears North 01° 02' 18" West a distance of 45.50 feet;

THENCE North 66° 18' 29" West a distance of 10.34 feet;

THENCE on a non-tangent curve to the left having a radius of 100.10 feet, a central angle of 08° 57' 43" and an arc length of 15.66 feet. The chord of said curve bears South 12° 25' 29" West a distance of 15.64 feet;

THENCE North 84° 08' 45" West a distance of 3.02 feet;

THENCE on a non-tangent curve to the left having a radius of 4.33 feet, a central angle of 87° 02' 20" and an arc length of 6.57 feet. The chord of said curve bears North 18° 21' 36" West a distance of 5.96 feet;

THENCE North 74° 58' 12" West a distance of 10.42 feet;

THENCE on a non-tangent curve to the right having a radius of 50.51 feet, a central angle of 33° 24' 54" and an arc length of 29.46 feet. The chord of said curve bears North 59° 02' 20" West a distance of 29.04 feet;

THENCE North 42° 06' 17" West a distance of 14.15 feet;

THENCE on a non-tangent curve to the left having a radius of 60.65 feet, a central angle of 15° 01' 15" and an arc length of 15.90 feet. The chord of said curve bears North 52° 52' 26" West a distance of 15.85 feet;

THENCE North 63° 01' 05" West a distance of 153.56 feet;

THENCE North 66° 26' 22" West a distance of 37.35 feet;

THENCE on a non-tangent curve to the left having a radius of 155.16 feet, a central angle of 08° 48' 36" and an arc length of 23.86 feet. The chord of said curve bears North 69° 52' 15" West a distance of 23.83 feet;

THENCE North 72° 23' 19" West a distance of 36.90 feet;

THENCE on a non-tangent curve to the right having a radius of 29.92 feet, a central angle of 50° 03' 54" and an arc length of 26.14 feet. The chord of said curve bears North 62° 00' 32" East a distance of 25.32 feet;

THENCE on a non-tangent curve to the left having a radius of 741.46 feet, a central angle of 05° 41' 35" and an arc length of 73.67 feet. The chord of said curve bears North 74° 12' 17" West a distance of 73.64 feet;

THENCE on a non-tangent curve to the right having a radius of 27.55 feet, a central angle of 53° 51' 16" and an arc length of 25.89 feet. The chord of said curve bears South 28° 11' 52" East a distance of 24.95 feet;

THENCE on a non-tangent curve to the left having a radius of 535.09 feet, a central angle of 11° 56' 02" and an arc length of 111.45 feet. The chord of said curve bears North 78° 48' 03" West a distance of 111.25 feet;

THENCE North 82° 33' 02" West a distance of 41.94 feet;

THENCE on a non-tangent curve to the left having a radius of 6.29 feet, a central angle of 64° 54' 31" and an arc length of 7.13 feet. The chord of said curve bears South 61° 59' 35" West a distance of 6.75 feet;

THENCE South 31° 54' 34" West a distance of 6.74 feet;

THENCE on a non-tangent curve to the right having a radius of 61.72 feet, a central angle of 07° 07' 31" and an arc length of 7.68 feet. The chord of said curve bears South 37° 29' 00" West a distance of 7.67 feet;

THENCE South 82° 54' 42" East a distance of 12.53 feet;

THENCE on a non-tangent curve to the right having a radius of 6.54 feet, a central angle of 87° 48' 34" and an arc length of 10.03 feet. The chord of said curve bears South 35° 53' 55" West a distance of 9.07 feet;

THENCE North 81° 31' 44" West a distance of 14.71 feet;

THENCE on a non-tangent curve to the left having a radius of 8.94 feet, a central angle of 34° 03' 47" and an arc length of 5.32 feet. The chord of said curve bears South 14° 11' 39" West a distance of 5.24 feet;

THENCE on a non-tangent curve to the right having a radius of 17.39 feet, a central angle of 20° 44' 25" and an arc length of 6.30 feet. The chord of said curve bears South 14° 36' 52" West a distance of 6.26 feet;

THENCE South 22° 13' 32" West a distance of 49.43 feet;

THENCE on a non-tangent curve to the right having a radius of 25.40 feet, a central angle of 74° 14' 34" and an arc length of 32.91 feet. The chord of said curve bears South 63° 16' 34" West a distance of 30.66 feet;

THENCE North 84° 28' 14" West a distance of 15.22 feet to the West line of said Lot 1, also being the East Right-of-Way of said North Nevada Avenue;

THENCE along the West line of Lot 1 coincident with said East Right-of-Way North 07° 20' 49" East a distance of 191.49 feet to the **POINT OF BEGINNING**.

The Right-of-Way described herein contains 125,690 square feet or 2.885 acres, more or less.

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Suite 100
Colorado Springs, CO 80918
Tel: (719) 268-8500



EXHIBIT A

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

BASIS OF BEARINGS

N00°11'48"W
2,642.75'

MATCHLINE SEE SHEET 9



SCALE IN FEET
(1"=100')

North line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.
N89°34'22"E 1217.91' (TIE)

E $\frac{1}{2}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

Regents of the
University of Colorado

Regents of the University of
Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

EAGLE ROCK ROAD
60' R.O.W.
Recept. No. 1584643
Plat Book C-4 Page 26

Utility Easement
Recept. No. 211095288

Lot 2 Old Santa Fe
Center Filing No. 1
Reception No 1584643

Utility Easement
B 319 P 105

Utility Easement
Recept. No. 211095288

Centerline Sewer Easement
Recept. No. 661418

NORTH NEVADA AVENUE
(Right-of-Way Varies)

① Regents of the University of
Colorado
Recept. No. 098006317
&
Lot 1 Old Santa Fe Center
Filing No. 1
Recept. No. 1584643

② Reception Number 200900307
&
Reception Number 201012900

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.

P.O.B. - Point of Beginning

Parcel contains 125,690 square feet, or 2.885 acres, more or less.

N|V|5

5445 Mark Dabling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION
PARCEL ROW-1

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

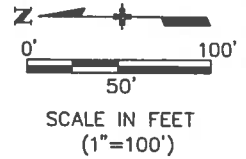
7

OF 11 PAGES

JOB NUMBER
223515-00011

EXHIBIT A

E₁ S₁₉ T_{13S} R_{66W} 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado



Charles Fisher Sub.
 Recept. No. 001453842
 Plat Book B-4 Page 9

BASIS OF BEARINGS

N00°11'48"W
 2,642.75'

EAST 1/4 CORNER
 SECTION 19 T13S R66W
 2-IN ALUMINUM CAP
 STAMPED PLS 22573

N8°58'28"E
 413.30' (TIE)

SOUTHEAST CORNER
 SECTION 19 T13S R66W
 2.5-IN ALUMINUM CAP
 STAMPED RMLS NO. 19625

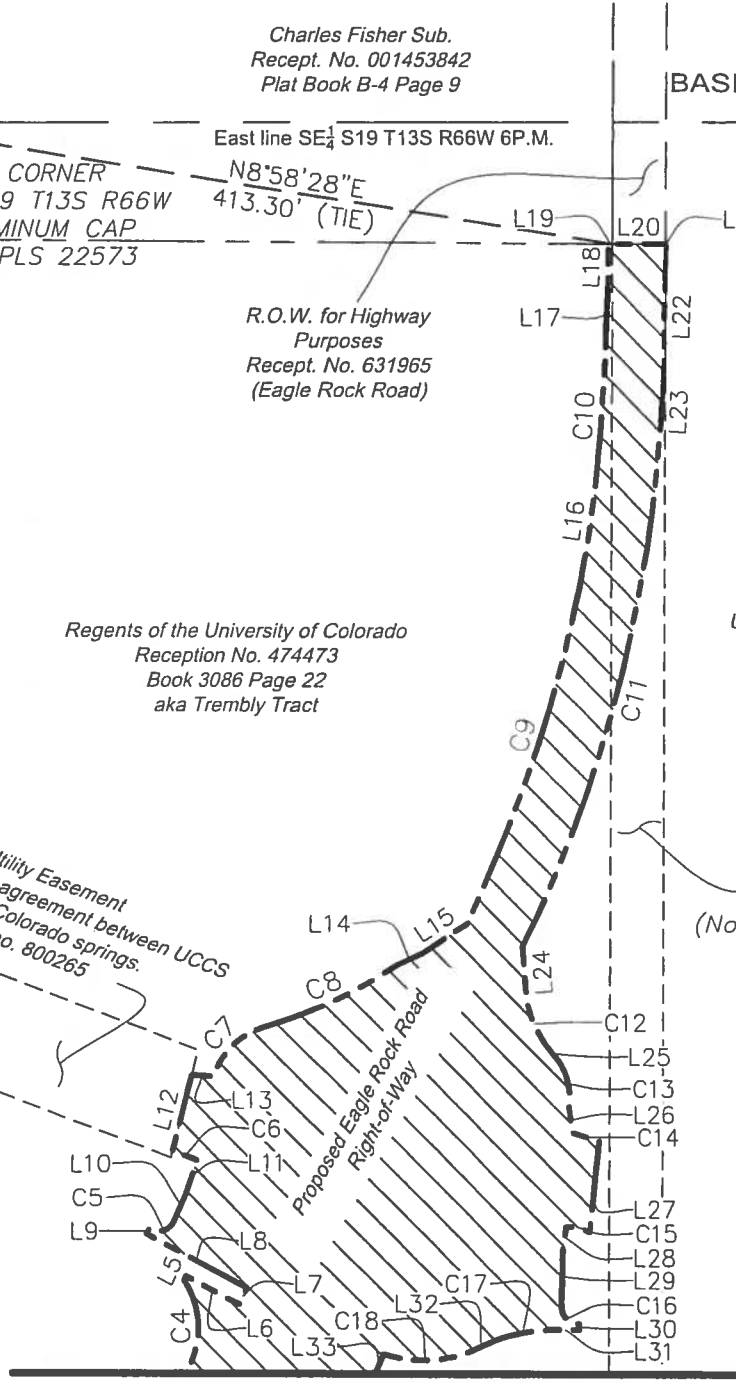
R.O.W. for Highway
 Purposes
 Recept. No. 631965
 (Eagle Rock Road)

Regents of the University of Colorado
 Reception No. 474473
 Book 3086 Page 22
 aka Trembly Tract

Regents of the
 University of Colorado

Existing Utility Easement
 'Parcel D UE-5' per IGA agreement between UCSS
 and the City of Colorado Springs.
 FIMS Doc no. 800265

EAGLE ROCK ROAD
 (No Recorded Right-of-Way or
 Dedication Found)



MATCHLINE SEE SHEET 8

This exhibit does not represent a monumented survey.
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Parcel contains 125,690 square feet, or 2.885 acres, more or less.



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Prepared for: UCSS

Date Submitted: April 25, 2018

PAGE NUMBER

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OF 11 PAGES

JOB NUMBER
 223515-00011

EXHIBIT A

Line Table		
Line #	Direction	Length
L1	N89° 37' 17"E	50.51'
L2	N7° 20' 48"E	46.80'
L3	S60° 28' 46"E	32.58'
L4	S56° 44' 30"E	91.11'
L5	S63° 04' 26"E	2.59'
L6	S27° 10' 30"W	33.43'
L7	S64° 07' 23"E	9.92'
L8	N27° 27' 19"E	63.17'
L9	S59° 09' 00"E	3.06'
L10	S66° 33' 07"E	16.46'
L11	S70° 16' 59"E	17.53'
L12	S75° 23' 33"E	43.21'
L13	S3° 32' 07"W	12.25'
L14	S24° 51' 01"E	14.97'
L15	S33° 10' 23"E	29.66'
L16	S81° 16' 52"E	28.98'
L17	S87° 14' 22"E	25.65'
L18	S88° 59' 54"E	25.01'
L19	S0° 14' 04"W	1.90'
L20	S0° 10' 01"E	30.00'

Line Table		
Line #	Direction	Length
L21	S0° 10' 01"E	0.11'
L22	N88° 41' 29"W	77.76'
L23	N85° 56' 13"W	24.56'
L24	S86° 03' 56"W	28.38'
L25	S50° 42' 58"W	9.45'
L26	S83° 20' 12"W	13.55'
L27	N83° 42' 34"W	50.12'
L28	N80° 57' 19"W	10.89'
L29	N88° 20' 29"W	31.76'
L30	S86° 53' 55"W	3.06'
L31	N0° 32' 33"W	15.40'
L32	N22° 55' 42"W	18.25'
L33	N66° 18' 29"W	10.34'
L34	N84° 08' 45"W	3.02'
L35	N74° 58' 12"W	10.42'
L36	N42° 06' 17"W	14.15'
L37	N63° 01' 05"W	153.56'
L38	N66° 26' 22"W	37.35'
L39	N72° 23' 19"W	36.90'
L40	N82° 33' 02"W	41.94'

Line Table		
Line #	Direction	Length
L41	S31° 54' 34"W	6.74'
L42	S82° 54' 42"E	12.53'
L43	N81° 31' 44"W	14.71'
L44	S22° 13' 32"W	49.43'
L45	N84° 28' 14"W	15.22'
L46	N7° 20' 49"E	191.49'

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RIGHT-OF-WAY DEDICATION
PARCEL ROW-1

PAGE NUMBER

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OF 11 PAGES

Prepared for: UCCS

Date Submitted: April 25, 2018

JOB NUMBER
223515-00011

EXHIBIT A

Curve Table					
Curve #	Arc Length	Radius	Delta	CB	CD
C1	49.70'	92.98'	30° 37' 30"	S76°40'54"E	49.11'
C2	5.32'	13.93'	21° 52' 38"	S70°49'14"E	5.29'
C3	356.96'	910.38'	22° 27' 55"	S67°58'28"E	354.67'
C4	52.08'	44.91'	66° 26' 08"	N88°31'21"E	49.21'
C5	17.81'	9.80'	104° 09' 47"	S20°23'24"E	15.45'
C6	14.64'	82.03'	10° 13' 34"	N18°28'20"E	14.62'
C7	38.77'	43.05'	51° 35' 54"	S44°40'59"E	37.47'
C8	80.48'	253.92'	18° 09' 33"	S25°10'04"E	80.14'
C9	214.12'	757.37'	16° 11' 54"	S71°59'14"E	213.41'
C10	86.33'	969.93'	5° 05' 59"	S85°37'57"E	86.30'
C11	290.19'	769.87'	21° 35' 48"	N74°41'46"W	288.48'
C12	28.62'	63.41'	25° 51' 42"	S66°35'08"W	28.38'
C13	26.76'	39.44'	38° 52' 33"	S77°05'40"W	26.25'
C14	15.63'	92.70'	9° 39' 30"	S15°52'37"W	15.61'
C15	13.48'	17.91'	43° 06' 29"	N12°30'05"E	13.16'
C16	15.62'	9.05'	98° 53' 53"	S45°50'27"W	13.75'
C17	30.44'	98.18'	17° 45' 51"	N10°21'11"W	30.32'

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PARCEL ROW-1

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OF 11 PAGES

JOB NUMBER
223515-00011

EXHIBIT A

Curve Table					
Curve #	Arc Length	Radius	Delta	CB	CD
C18	46.32'	70.79'	37° 29' 37"	N1°02'18"W	45.50'
C19	15.66'	100.10'	8° 57' 43"	S12°25'29"W	15.64'
C20	6.57'	4.33'	87° 02' 20"	N18°21'36"W	5.96'
C21	29.46'	50.51'	33° 24' 54"	N59°02'20"W	29.04'
C22	15.90'	60.65'	15° 01' 15"	N52°52'26"W	15.85'
C23	23.86'	155.16'	8° 48' 36"	N69°52'15"W	23.83'
C24	26.14'	29.92'	50° 03' 54"	N62°00'32"E	25.32'
C25	73.67'	741.46'	5° 41' 35"	N74°12'17"W	73.64'
C26	25.89'	27.55'	53° 51' 16"	S28°11'52"E	24.95'
C27	111.45'	535.09'	11° 56' 02"	N78°48'03"W	111.25'
C28	7.13'	6.29'	64° 54' 31"	S61°59'35"W	6.75'
C29	7.68'	61.72'	7° 07' 31"	S37°29'00"W	7.67'
C30	10.03'	6.54'	87° 48' 34"	S35°53'55"W	9.07'
C31	5.32'	8.94'	34° 03' 47"	S14°11'39"W	5.24'
C32	6.30'	17.39'	20° 44' 25"	S14°36'52"W	6.26'
C33	32.91'	25.40'	74° 14' 34"	S63°16'34"W	30.66'

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.



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PARCEL ROW-1

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

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JOB NUMBER
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FROM UCCS TO CITY

- **EXHIBIT B – FORM OF PERMANENT EASEMENT AGREEMENT**
- **ATTACHMENT 1 - LEGAL DESCRIPTION – UTILITY EASEMENT - WATERLINE**
 - **PARCEL UE-1**
 - **PARCEL UE-2**
- **ATTACHMENT 2 - LEGAL DESCRIPTION – UTILITY EASEMENT – SANITARY SEWER**
 - **PARCEL UE-3**
- **ATTACHMENT 3 - LEGAL DESCRIPTION – UTILITY EASEMENT**
 - **PARCEL UE-4**
- **ATTACHMENT 4 - LEGAL DESCRIPTION – UTILITY EASEMENT – GAS & ELECTRIC**
 - **PARCEL UE-5**

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective _____, 2018, by and between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose address is 1420 Austin Bluffs Parkway, Colorado Springs, CO 80918 and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1812 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns the real property in El Paso County Colorado known as Tax Schedule Numbers 6319100001 and 6319404001, Colorado Springs, Colorado ("Property"), in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

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

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal descriptions attached hereto as [INSERT NAME OF ATTACHMENT] ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more [INSERT DESCRIPTION OF IMPROVEMENTS] (the "Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
2. **Easement Map.** Included with [Attachment 1 (Parcel UE-1 AND UE-2 Pages 3-4), Attachment 2 (Parcel UE-3, Page 2), Attachment 3 (Parcel UE-4, Page 2) and Attachment 4 (Parcel UE-5, Page 2)] attached hereto are graphic representations of the Permanent Easement. In the event of an ambiguity in the legal descriptions, the graphical representations may be used to resolve said ambiguity.
3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for access to and from any roads, highways, streets, alleys, or any other point to the Permanent Easement, in order to perform Grantee's rights in the Permanent Easement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's operations on the Property.
4. **Grantor's Rights Unaffected.** Except as provided in Section 5 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

5. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements. Moreover, in no event shall Grantor:
- a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
 - b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee. Despite anything herein to the contrary, if the City approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no Improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided. Additionally, Grantor shall not construct any new, or alter any existing landfills, wetlands, water impoundments, and other similar uses within the Property, which might, in Grantee's reasonable discretion, endanger or interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access, without the prior written consent of Grantee.

6. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Permanent Easement.

7. **Maintenance of Permanent Easement.** Grantor shall be responsible for the surface maintenance of the easement; however, Grantee shall have the perpetual right, but not the obligation, to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for damages arising there from.
8. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements.
9. **Nature of Easement and Additional Uses.** The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee. Grantee shall permit and authorize such other uses of the Permanent Easement that are consistent with the uses described in paragraph 1 herein and not hereby reserved in Grantor.
10. **Warranty of Title.** Grantor warrants that it has good and merchantable title to the Property and has the full right and lawful authority to grant the Permanent Easement. Further, Grantor warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in Grantor's title to the Property or Grantor's right to grant the Permanent Easement.
11. **Waiver.** The failure of either Party 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 either Party 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 either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
12. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder 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.
13. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
14. **No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and 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.
15. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
16. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
17. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities:
Utilities Development Services
P.O. Box 1103, Mail Code 1812
Colorado Springs, CO 80947-1812

Grantor:

University of Colorado Colorado Springs, Facilities Services
Attn: Associate Vice Chancellor for Campus Planning and Facilities Management
1420 Austin Bluffs Parkway
P.O. Box 7150
Colorado Springs, CO 80933-7150

18. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR: The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs

By: _____

Venkat Reddy, Chancellor

University of Colorado Colorado Springs

Approved as to Form:

Office of University Counsel

Date: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal.

My Commission Expires:

(SEAL)

Notary Public

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

By: _____

Title: _____

Date: _____

Approved as to form by the City Attorney's Office-Utilities Division

By: _____

Title: _____

ATTACHMENT 1

LEGAL DESCRIPTION

UTILITY EASEMENT – WATERLINE

PARCEL UE-1

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 098006317 on January 20, 1998 in the records of the El Paso County Clerk & Recorder's office, State of Colorado situate in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 83° 28' 23" West, a distance of 1,067.50 feet to the **POINT OF BEGINNING**;

THENCE South 06° 46' 48" West, a distance of 249.65 feet to the North Right-of-Way line of Eagle Rock Road as recorded at Reception Number 1584643 (Plat Book C-4, Page 26) in the records of said county, whence the Northeast corner of said North Right-of-way line bears South 82° 39' 11" East a distance of 27.16 feet;

THENCE along said North Right-of-Way North 82° 39' 11" West a distance of 30.00 feet;

THENCE departing said Right-of-Way North 06° 46' 48" East, a distance of 250.78 feet;

THENCE along a non-tangent curve to the right having a radius of 535.09 feet, a central angle of 03° 12' 59" and an arc length of 30.04 feet. The chord of said curve bears South 80° 28' 48" East a distance of 30.03 feet to the **POINT OF BEGINNING**;

Said parcel contains 7,511 square feet or 0.172 acres, more or less;

Together with:

PARCEL UE-2

Being a portion of a parcel of land recorded by Warranty Deed at Reception Number 474473 (Book 3086 Page 22) on September 15, 1978 in the records of said County, situate in the Southeast one-quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 71° 17' 57" West a distance of 532.59 feet to the **POINT OF BEGINNING**;

THENCE South 03° 32' 07" West a distance of 20.00 feet;

THENCE North 86° 27' 53" West a distance of 10.00 feet;

THENCE North 03° 32' 07" East a distance of 20.00 feet;

THENCE South 86° 27' 53" East a distance of 10.00 feet to the **POINT OF BEGINNING**;

Said parcel contains an area of 200 square feet or 0.005 acres, more or less.

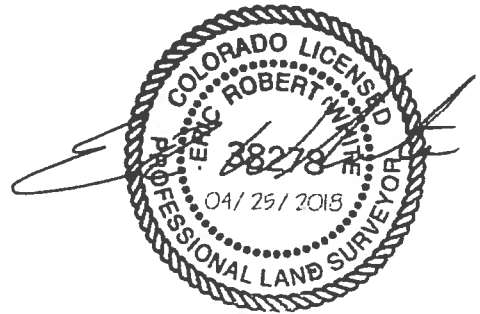
The combined area of said easements contains an area of 7,711 square feet or 0.177 acres, more or less;

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste. 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500

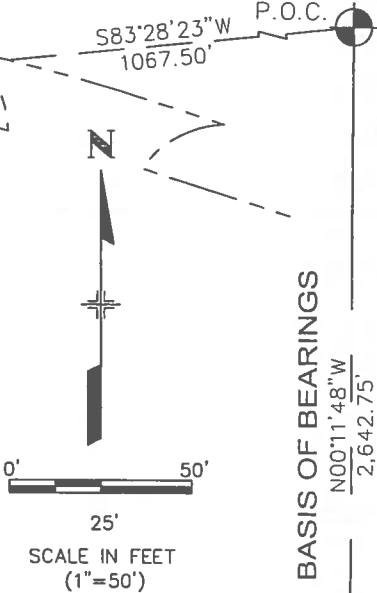
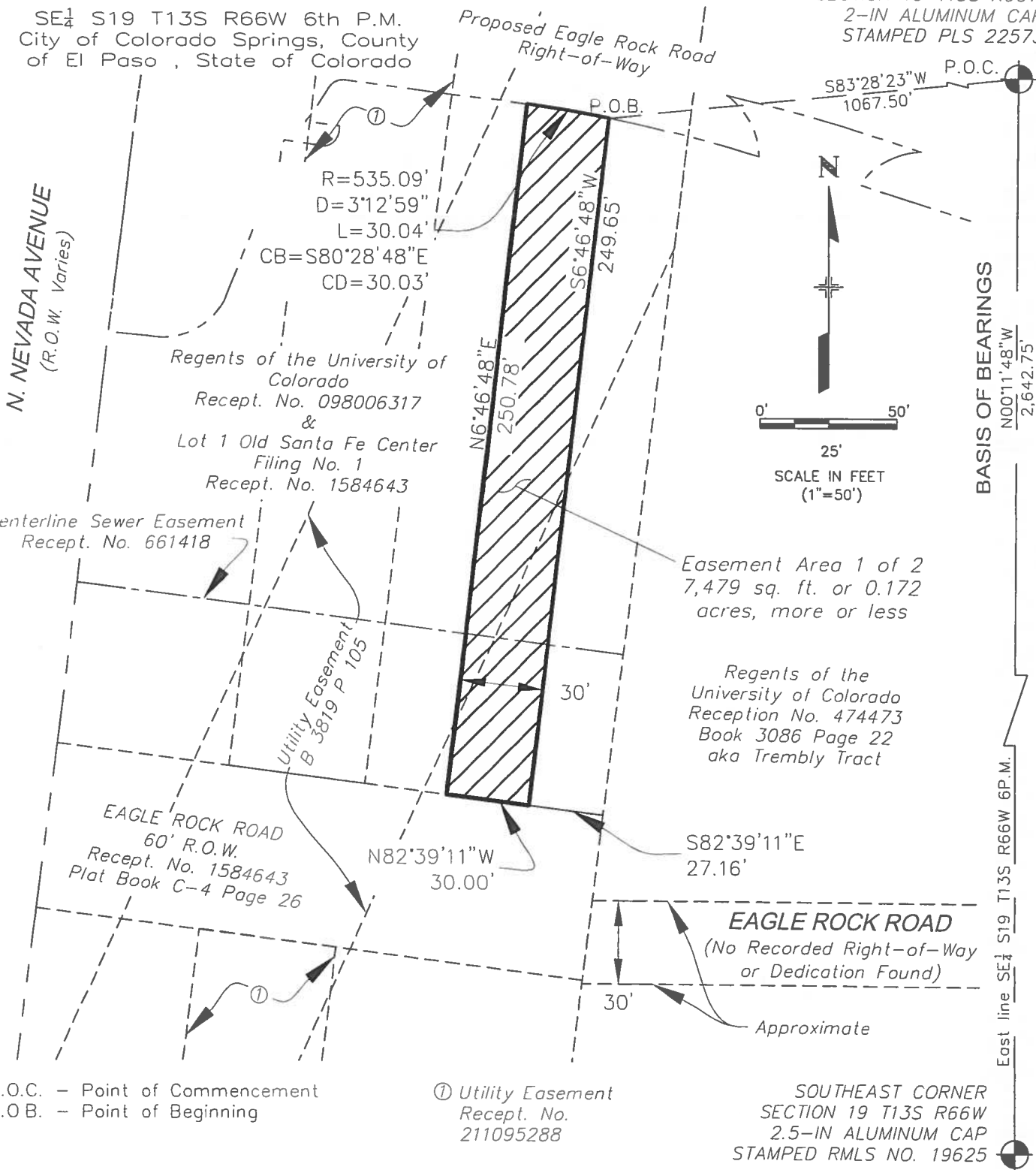


ATTACHMENT 1

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado



BASIS OF BEARINGS
N00°11'48\"/>

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

① Utility Easement
Recept. No.
211095288

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

N|V|5 5445 Mark Dabling Blvd.
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Colorado Springs, CO 80918
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ATTACHMENT 1 FOR LEGAL DESCRIPTION
UTILITY EASEMENT - WATERLINE
PARCEL UE-1

Prepared for: UCCS Date Submitted: April 25, 2018

PAGE NUMBER
3
OF 4 PAGES
JOB NUMBER
223515-00011

ATTACHMENT 1

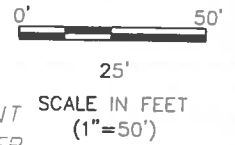
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SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

Existing Utility Easement
Parcel D UE-5' per IGA
agreement between
UCCS and the City of
Colorado Springs
FIMS Doc no. 800265

POINT OF COMMENCEMENT
EAST 1/4 QUARTER
SECTION 19, T13S, R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573



S86°27'53"E
10.00'

S71°17'57"W
532.59'

N3°32'07"E
20.00'

POINT OF BEGINNING
S5°32'07"W
20.00'

Easement Area 2 of 2
200 sq.ft. or 0.005
acres, more or less

N86°27'53"W
10.00'

Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

BASIS OF BEARINGS
N00°11'48"W
2,642.75'

Proposed Eagle Rock Road
Right-of-Way

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625



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ATTACHMENT 1 FOR LEGAL DESCRIPTION
UTILITY EASEMENT – WATERLINE
PARCEL UE-2

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

4

OF 4 PAGES

JOB NUMBER
223515-00011

**ATTACHMENT 2
LEGAL DESCRIPTION
UTILITY EASEMENT - SANITARY SEWER
PARCEL UE-3**

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Southerly point of the Basis of Bearings;

THENCE North 21° 56' 42" West a distance of 2,413.29 feet to a point on the North Right-of-Way line of Eagle Rock Road (no recorded Right-of-Way or dedication found), also being the **POINT OF BEGINNING**;

THENCE along said Right-of-Way North 89° 43' 43" West a distance of 30.00 whence the intersection of the East Right-of-Way line of Eagle Rock Road as recorded at Reception Number 1584643 (Plat Book C-4, Page 26) and said unrecorded North Right-of-Way line bears North 89° 43' 43" West a distance of 144.28 feet;

THENCE departing said unrecorded Right-of-Way North 00° 00' 00" East a distance of 244.32 feet;

THENCE along a non-tangent curve to the right having a radius of 155.16 feet, a central angle of 04° 26' 52" and an arc length of 12.04 feet. The chord of said curve bears South 67° 41' 23" East a distance of 12.04 feet.

THENCE South 66° 26' 22" East a distance of 20.58 feet;

THENCE South 00° 00' 00" East a distance of 231.66 feet to the **POINT OF BEGINNING**;

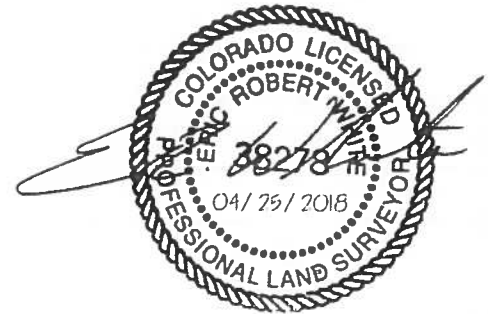
Said parcel contains 7,143 square feet or 0.164 acres, more or less;

Exhibit attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500



ATTACHMENT 2

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SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

EAST 1/4 CORNER OF
SECTION 19, T13S, R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

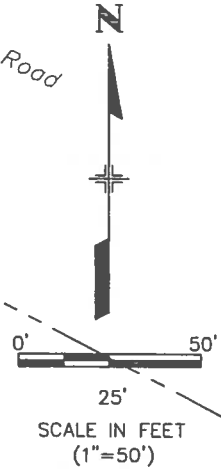
Easement
B 3819 P 105

R=155.16'
D=4°26'52"
L=12.04'
CB=S67°41'23"E
CD=12.04'

Permanent Easement Area
Sanitary Sewer
7,143 sq. ft. or 0.164 acres,
more or less

Proposed Eagle Rock Road
Right-of-Way

S66°26'22"E
20.58'



BASIS OF BEARINGS
N00°11'48"W
2,642.75'

N00°00'00"E
244.32'
231.66'
S00°00'00"E

Rechts of the University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

N89°43'43"W 144.28'

POINT OF
BEGINNING

EAGLE ROCK ROAD

(No Recorded Right-of-Way
or Dedication Found)

N89°43'43"W

Approximate

- ① EAGLE ROCK ROAD
60' R.O.W.
Recept. No. 1584643
Plat Book C-4 Page 26

- ② Regents of the University of Colorado
Reception No. 098006317
&
Lot 1 Old Santa Fe Center Filing No. 1
Reception No. 1584643

N21°56'42"W
2413.29' (TIE)

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.



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ATTACHMENT 2 FOR LEGAL DESCRIPTION UTILITY EASEMENT - SANITARY SEWER PARCEL UE-3

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

3

OF 3 PAGES

JOB NUMBER
223515-00011

**ATTACHMENT 3
LEGAL DESCRIPTION
UTILITY EASEMENT
PARCEL UE-4**

Being a portion of a parcel of land recorded by Warranty Deed at Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978, and a portion of a parcel of land recorded by Warranty Deed at Reception Number 098006317 on January 20, 1998 in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 08° 58' 22" West a distance of 413.29 feet to the Southwest corner of the Charles Fisher Subdivision as recorded at Reception Number 001453842 (Plat Book B-4 Page 9) in the records of said County, also being the Northwest corner of a Right-of-Way for highway purposes (Eagle Rock Road) as recorded by Warranty Deed at Reception Number 631965 on May 29, 1940 in the records of said County, and the **POINT OF BEGINNING**;

THENCE along the West line of said Right-of-Way South 00° 10' 01" East a distance of 30.00 feet to the Southwest corner of said Right-of-Way;

THENCE North 89° 43' 43" West a distance of 1,006.58 feet to the East line of Lot 2 of Old Santa Fe Center Filing No. 1 as recorded at Reception Number 1584643 (Plat Book C-4 Page 26) in the records of said County;

THENCE along said East line of Lot 2 North 07° 20' 48" East a distance of 1.26 feet to the Northeast corner of said Lot 2, also being the Southeast corner of the Eagle Rock Road Right-of-Way as shown on said Old Santa Fe Center Filing No. 1;

THENCE along the common boundary of said Lot 2 and said Eagle Rock Road Right-of-Way North 82° 39' 11" West a distance of 200.00 feet to the Northwest corner of said Lot 2, also being the East Right-of-Way of North Nevada Avenue and the Southwest corner of said Eagle Rock Road Right-of-Way;

THENCE along the common boundary of said North Nevada Avenue Right-of-Way and said Eagle Rock Road Right-of-Way of North Nevada Avenue North 07° 20' 49" East a distance of 60.00 feet to

the Southwest corner of Lot 1 of said Old Santa Fe Center Filing No. 1, also being the Northwest corner of said Eagle Rock Road Right-of-Way;

THENCE departing said East Right-of-Way of North Nevada Avenue along the common boundary of said Lot 1 and said Eagle Rock Road Right-of-Way South 82° 39' 11" East a distance of 200.00 feet to the Southeast corner of said Lot 1, also being the Northeast corner of said Eagle Rock Road Right-of-Way;

THENCE South 76° 42' 41" East a distance of 136.69 feet;

THENCE South 89° 43' 43" East a distance of 865.63 feet to the **POINT OF BEGINNING**

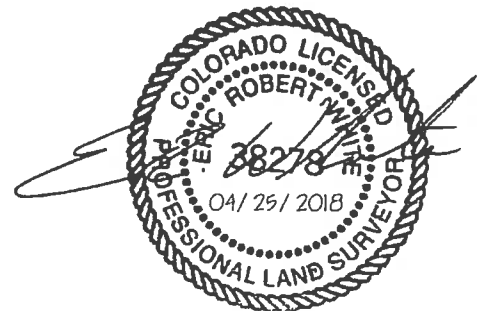
Said parcel contains an area of 44,247 square feet or 1.016 acres, more or less.

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

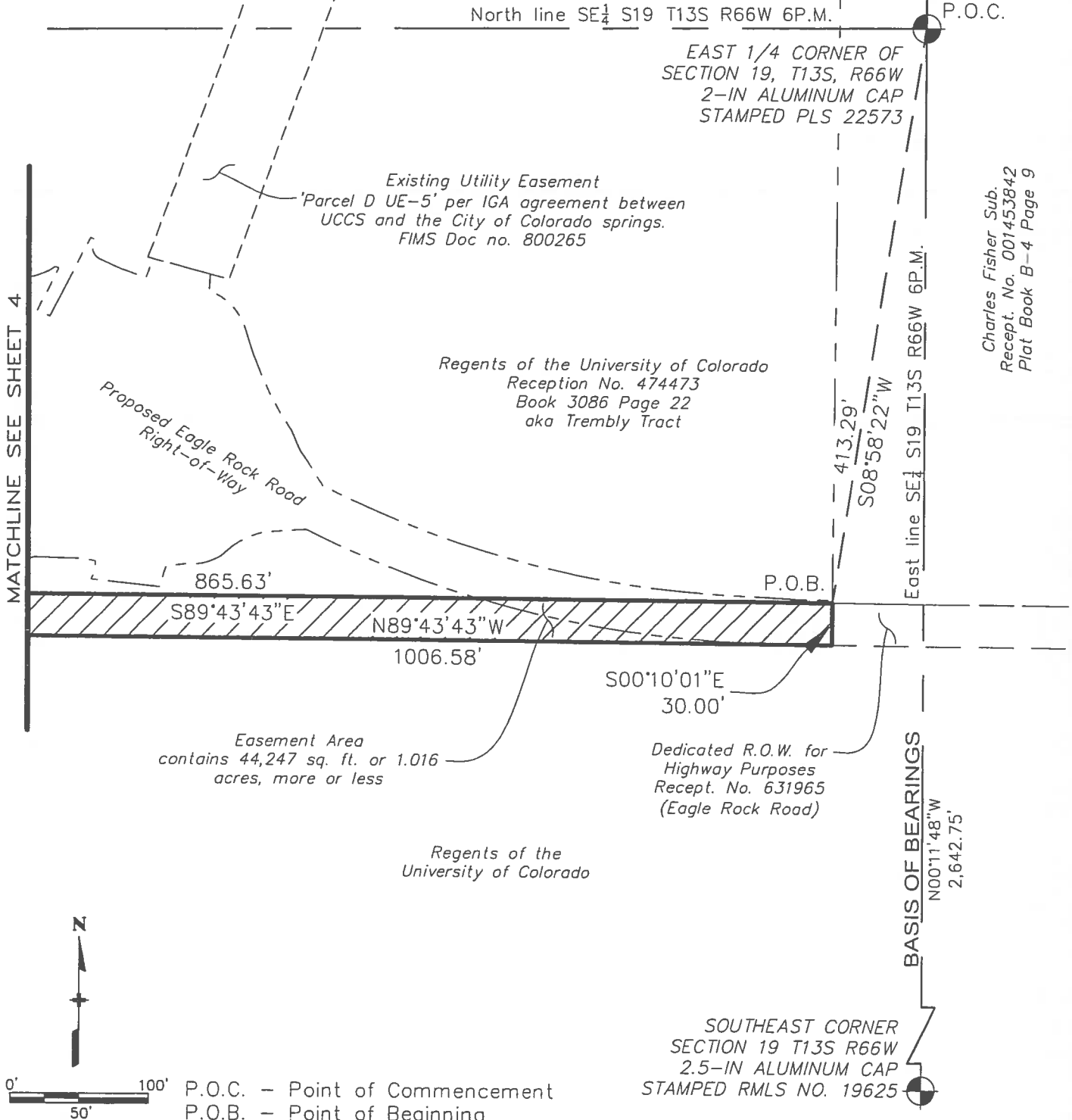
Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

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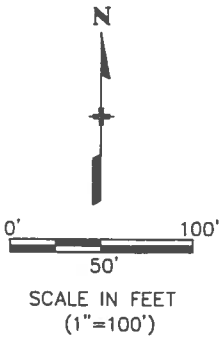


ATTACHMENT 3

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado



Charles Fisher Sub.
 Recept. No. 001453842
 Plat Book B-4 Page 9



P.O.C. - Point of Commencement
 P.O.B. - Point of Beginning

This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.



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ATTACHMENT 3 FOR LEGAL DESCRIPTION
 UTILITY EASEMENT
 PARCEL UE-4

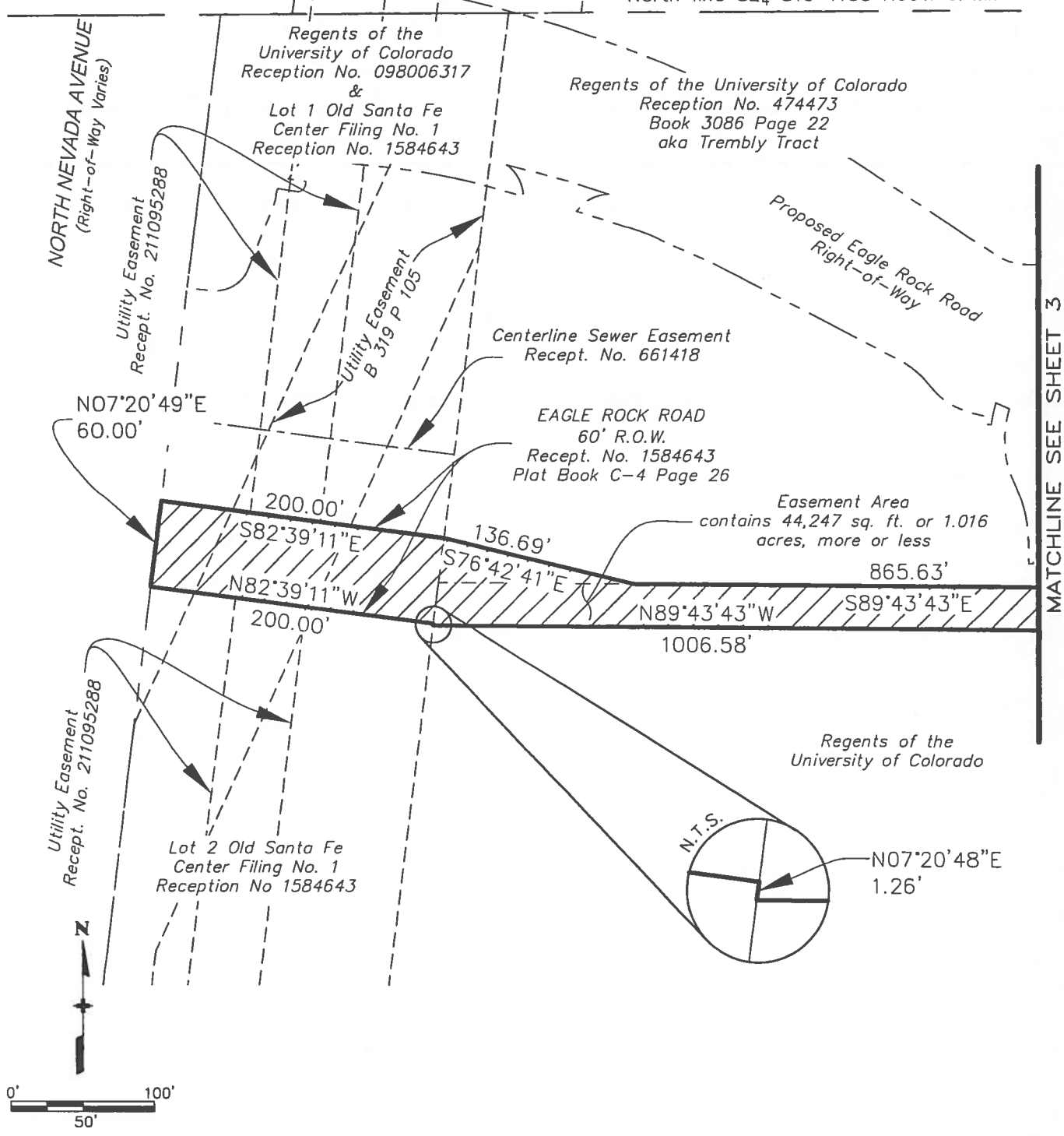
PAGE NUMBER
 3
 OF 4 PAGES
 JOB NUMBER
 223515-00011

Prepared for: UCCS Date Submitted: April 25, 2018

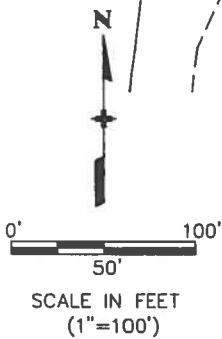
ATTACHMENT 3

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado

North line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.



MATCHLINE SEE SHEET 3



This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.

5445 Mark Dabling Blvd. Suite 100 Colorado Springs, CO 80918 TEL 719.268.5800 WWW.NV5.COM	ATTACHMENT 3 FOR LEGAL DESCRIPTION UTILITY EASEMENT PARCEL UE-4	PAGE NUMBER <div style="font-size: 2em; font-weight: bold; text-align: center;">4</div> OF 4 PAGES
	Prepared for: UCSS	Date Submitted: April 25, 2018

**ATTACHMENT 4
LEGAL DESCRIPTION
UTILITY EASEMENT - GAS & ELECTRIC
PARCEL UE-5**

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the East half of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 70° 06' 34" West a distance of 533.17 feet to the **POINT OF BEGINNING**;

THENCE North 75° 23' 31" West a distance of 60.33 feet;

THENCE North 20° 37' 15" East a distance of 375.10 feet;

THENCE along a non-tangent curve to the left having a radius of 1,427.71 feet, a central angle of 17° 59' 04" and an arc length of 448.14 feet. The chord of said curve bears North 08° 14' 59" East a distance of 446.30 feet;

THENCE North 89° 15' 27" East a distance of 60.00 feet;

THENCE along a non-tangent curve to the right having a radius of 1,487.71 feet, a central angle of 18° 03' 12" and an arc length of 468.76 feet. The chord of said curve bears South 08° 17' 03" West a distance of 466.82 feet;

THENCE South 20° 37' 15" West a distance of 370.53 feet to the **POINT OF BEGINNING**;

Said parcel contains 49,876 square feet or 1.145 acres, more or less.

Exhibit attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

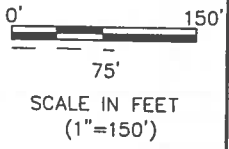
NV5, Inc.
5445 Mark Dabling Blvd., Ste 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500



ATTACHMENT 4

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

N



E $\frac{1}{2}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

Easement Area
49,876 sq. ft. or i.145
acres, more or less
(Parcel D UE-5' FIMS
Doc. No. 800265)

R=1427.71'
D=17°59'04"
L=448.14'
CB=N08°14'59"E
CD=446.30'

R=1487.71'
D=18°03'12"
L=468.76'
CB=S08°17'03"W
CD=466.82'

Regents of the University
of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573 P.O.C.

North line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

N75°23'31"W
60.33'

N20°37'15"E
375.10'
S20°37'15"W
370.53'

S70°06'34"W
533.17'

BASIS OF BEARINGS
N00°1'48"W
2,642.75'

East line SE $\frac{1}{4}$ S19
T13S R66W 6P.M.

Regents of the University
of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-III ALUMINUM CAP
STAMPED R.M.S. NO. 19625

Approximate

Proposed Eagle Rock Road
Right-of-Way

P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

① EAGLE ROCK ROAD
(No Recorded Right-of-Way or
Dedication Found)

ATTACHMENT 4 FOR LEGAL DESCRIPTION UTILITY EASEMENT - GAS AND ELECTRIC PARCEL UE-5

PAGE NUMBER

3

OF 3 PAGES

JOB NUMBER
223515-00011

NV5

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Prepared for: UCCS

Date Submitted: April 25, 2018

FROM CITY TO UCCS

- **EXHIBIT C – LEGAL DESCRIPTION – “OLD” EAGLE ROCK RIGHT-OF-WAY**

EXHIBIT C
LEGAL DESCRIPTION
“OLD” EAGLE ROCK RIGHT OF WAY

Being a parcel of land situate in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado,

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped “RMLS NO. 19625”. This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped “Mariotti PLS 22573”. The Basis of Bearings between said points is North 00° 11’ 48” West a distance of 2,642.75 feet.

PARCEL QC-1

Being a portion of a parcel of land recorded in a Warranty Deed at Reception Number 098006317 on January 20, 1998 in the records of the El Paso County Clerk and Recorder’s Office, State of Colorado, situate in said Southeast quarter of Section 19, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 2 Old Santa Fe Center Filing No. 1 as shown on a Plat recorded at Reception Number 1584643 (Plat Book C-4 Page 26) on June 19, 1987 in the records of said county, also being coincident with the East Right-of-Way of North Nevada Avenue, and the Southwest corner of Eagle Rock Road as shown on said Old Santa Fe Center Filing No. 1 whence the Southeast corner of said Section 19 bears South 29° 45’ 13” East a distance of 2,575.64 feet;

THENCE along the common boundary of North Nevada Avenue and Eagle Rock Road North 07° 20’ 49” East a distance of 60.00 feet to the Southwest corner of Lot 1 of said Old Santa Fe Center, Filing No. 1, also being the Northwest corner of Eagle Rock Road;

THENCE departing the East Right-of-Way of North Nevada Avenue South 82° 39’ 11” East a distance of 200.00 feet along the common boundary of said Lot 1 and Eagle Rock Road to the Southeast corner of Lot 1, also being the Northeast corner of said Eagle Rock Road;

THENCE along the Easterly line of Eagle Rock Road South 07° 20’ 49” West a distance of 60.00 feet to the Northeast corner of said lot 2, also being the Southeast corner of Eagle Rock Road;

THENCE along the common boundary of Lot 2 and Eagle Rock Road North 82° 39’ 11” West a distance of 200.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 12,000 square feet or 0.275 acre, more or less.

Together with:

PARCEL QC-2

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of said County, situate in the Southeast quarter of said Section 19, more particularly described as follows:

BEGINNING at the Southwest corner of the Charles Fisher Subdivision as recorded at Reception Number 001453842 (Plat Book B-4 Page 9) in the records of said County, also being the Northwest corner of a Right-of-Way for highway purposes (Eagle Rock Road) as recorded by Warranty Deed at Reception Number 631965 on May 29, 1940 in the records of said County whence the East ¼ corner of said Section 19 bears North 08° 58' 28" East a distance of 413.30 feet;

THENCE along the West line of said Right-of-Way for highway purposes South 00° 10' 04" East a distance of 30.00 feet to the Southwest corner of said Right-of-Way;

THENCE North 89° 43' 43" West a distance of 1,006.58 feet to the Easterly line of said Old Santa Fe Center, Filing No. 1 whence the Northeast corner of Lot 2 of said Old Santa Fe Center, Filing No. 1 bears North 07° 20' 49" East a distance of 1.26 feet;

THENCE along said Easterly line North 07° 20' 49" East a distance of 30.24 feet;

THENCE departing said Easterly line South 89° 43' 43" East a distance of 1,002.63 feet to the **POINT OF BEGINNING**;

Said parcel contains 30,138 square feet or 0.692 acre, more or less.

Together with:

PARCEL QC-3

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of said County, and a portion of a parcel of land recorded in a Warranty Deed at Reception Number 098006317 on January 20, 1998 in the records of said county, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1 of said Old Santa Fe Center Filing No. 1, coincident with the East Right-of-Way of North Nevada Avenue whence the East ¼ corner of said Section 19 bears North 89° 34' 22" East a distance of 1,217.91 feet;

THENCE departing said Right-of-Way South 89° 56' 19" East a distance of 51.32;

THENCE along a tangent curve to the right, having a radius of 150.00 feet; a central angle of 97° 09' 52" and an arc length of 254.38 feet;

THENCE South 07° 13' 33" West a distance of 120.97 feet;

THENCE along a tangent curve to the left, having a radius of 89.00 feet, a central angle of 96° 21' 07" and an arc length of 149.67 feet;

THENCE South 89° 28' 29" East a distance of 25.01 feet;

THENCE South 01° 25' 16" West a distance of 5.72 feet;

THENCE North 89° 44' 24" West a distance of 145.76 feet to the Easterly line of said Eagle Rock Road, whence the Northeast corner of Lot 2 of said Old Santa Fe Center, Filing No. 1 bears South 07° 20' 49" West a distance of 28.98 feet

THENCE along the Easterly line of said Eagle Rock Road North 07° 20' 49" East a distance of 31.02 feet to the Northeast Corner of said Eagle Rock Road, also being the Southeast corner of Lot 1 of said Old Santa Fe Center, Filing No. 1;

THENCE along a non-tangent curve to the right, having a radius of 148.84 feet, a central angle of 44° 46' 30", and an arc length of 116.32 feet. The chord of said curve bears North 14° 19' 09" West a distance of 113.38;

THENCE North 07° 13' 33" East, a distance of 60.86 feet;

THENCE along a tangent curve to the left, having a radius of 89.00 feet, a central angle of 90° 00' 00" and an arc length of 139.80 feet;

THENCE North 82° 46' 27" west a distance of 68.81 feet to the Westerly line of said Lot 1, also being the Easterly Right-of-Way of said North Nevada Avenue;

THENCE along said common boundary of said North Nevada Avenue and said Lot 1 North 07° 20' 49" East a distance of 85.97 feet to the **POINT OF BEGINNING**;

Said parcel contains an area of 35,259 square feet or 0.809 acre, more or less.

The totality of all parcels described herein contain an area of 77,397 square feet or 1.777 acres, more or less;

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste. 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500

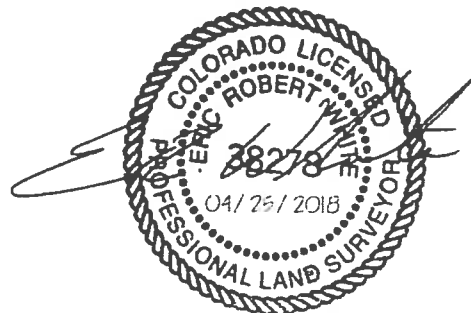


EXHIBIT C

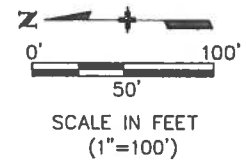
EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

BASIS OF BEARINGS
N00°11'48"W
2,642.75'

East line SE 1/4 S19 T13S R66W 6P.M.

SE 1/4 S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado



PARCEL QC-1
12,000 sq. ft. or 0.275 acres,
more or less

Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

EAGLE ROCK ROAD
(No Recorded Right-of-Way
or Dedication Found)

S29°45'13"E
2,575.64' (TIE)

Regents of the
University of Colorado

S07°20'49"W
60.00'

N82°39'11"W
200.00'

EAGLE ROCK ROAD
60' R.O.W.
Recept. No. 1584643
Plat Book C-4 Page 26

Utility Esmt.
RN 211095288

Utility Esmt.
RN 211095288

Utility Esmt.
B 3819 P 105

① Regents of the University of Colorado
Recept. No. 09006317
&
Lot 1 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

② Lot 2 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

Centerline Sewer Easement
Recept. No. 661418

P.O.B.

N07°20'49"E
60.00'

N. NEVADA AVENUE
(R.O.W. Varies)

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.

P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

N|V|5 5445 Mark Dabling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

EXHIBIT FOR LEGAL DESCRIPTION
RIGHT-OF-WAY TO BE VACATED
PARCEL QC-1

PAGE NUMBER
4
OF 6 PAGES
JOB NUMBER
223515-00011

Prepared for: UCSS Date Submitted: April 25, 2018

EXHIBIT C

BASIS OF BEARINGS

N08°58'28"E
413.30' (TIE)

N00°11'48"W

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M. 2,642.75'

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

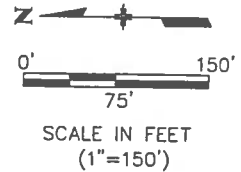
P.O.B.

Charles Fisher Sub.
Recept. No. 001453842
Plat Book B-4 Page 9

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

R.O.W. for Highway Purposes
Recept. No. 631965
(Eagle Rock Road)



PARCEL QC-2
30,138 sq. ft. or 0.692 acres,
more or less

S00°10'04"E
30.00'

① Lot 1 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

② Lot 2 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

N89°43'43"W
1006.58'

EAGLE ROCK ROAD
(No Recorded Right-of-Way
or Dedication Found)

Regents of the
University of Colorado

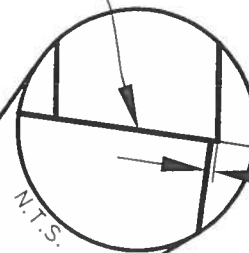
Existing Utility Easement
'Parcel D UE-5' per IGA
agreement between UCCS and
the City of Colorado Springs.
FIMS Doc. No. 800265

Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

S89°43'43"E
1002.63'

N07°20'49"E
30.24'

30'



1.26'

Proposed Eagle Rock Road
Right-of-Way

EAGLE ROCK ROAD
60' R.O.W.
Recept. No. 1584643
Plat Book C-4 Page 26

①
Utility Esmt.
RN 211095288

②
Utility Esmt.
RN 211095288

N. NEVADA AVENUE
(R.O.W. Varies)

Utility Esmt.
B 3819 P 105

Centerline Sewer
Easement
Recept. No.
661418

P.O.B. - Point of Beginning

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.

N|V|5

5445 Mark Dabling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY TO BE VACATED
PARCEL QC-2

PAGE NUMBER

5

OF 6 PAGES

Prepared for: UCCS

Date Submitted: April 25, 2018

JOB NUMBER
223515-00011

EXHIBIT C

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado

SOUTHEAST CORNER
 SECTION 19 T13S R66W
 2.5-IN ALUMINUM CAP
 STAMPED RMLS NO. 19625

BASIS OF BEARINGS

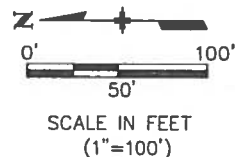
N00°11'48"W
 2,642.75'

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

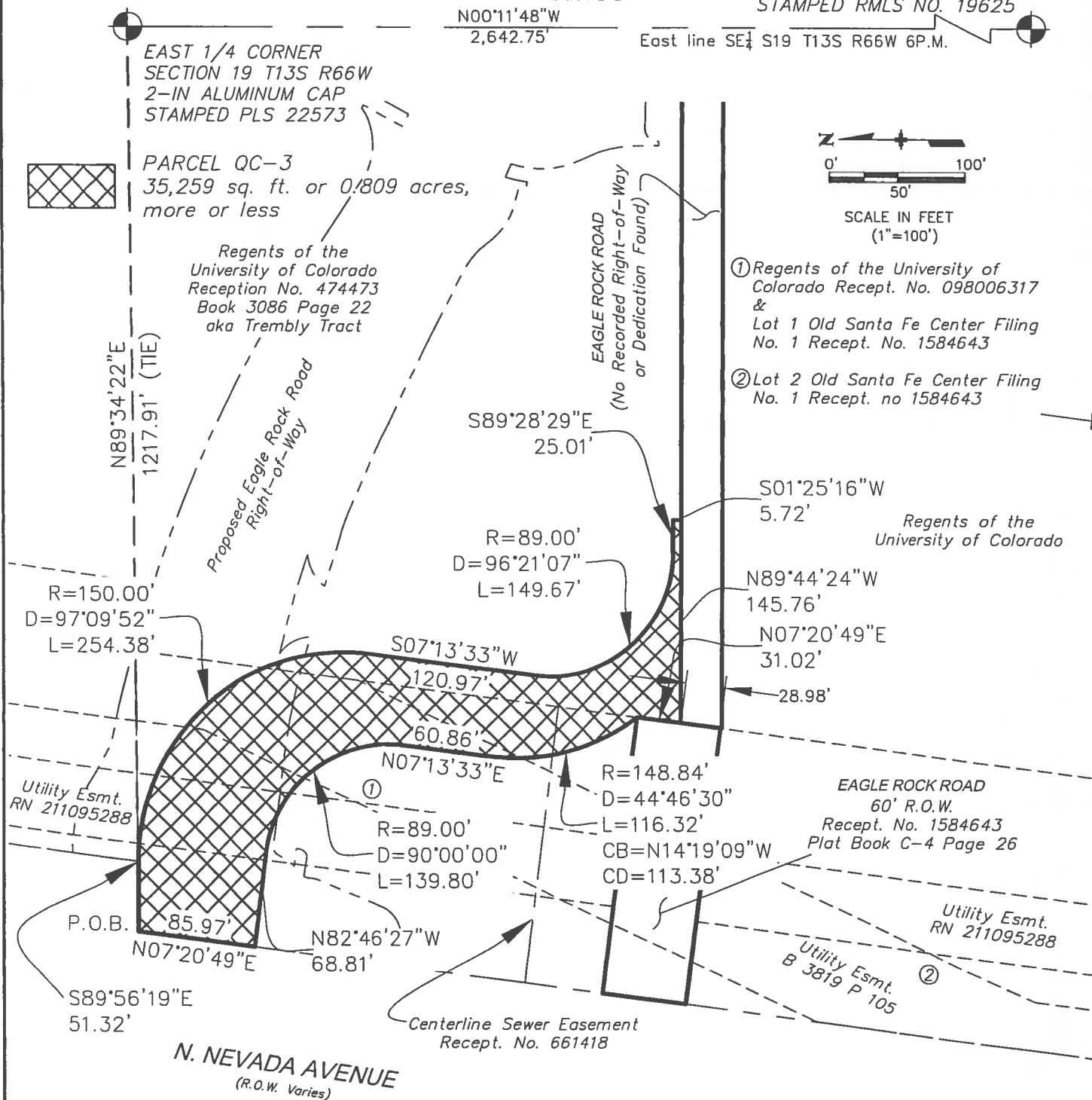
EAST 1/4 CORNER
 SECTION 19 T13S R66W
 2-IN ALUMINUM CAP
 STAMPED PLS 22573

PARCEL QC-3
 35,259 sq. ft. or 0.809 acres,
 more or less

Regents of the
 University of Colorado
 Recept. No. 474473
 Book 3086 Page 22
 aka Trembly Tract



- ① Regents of the University of Colorado Recept. No. 098006317 & Lot 1 Old Santa Fe Center Filing No. 1 Recept. No. 1584643
- ② Lot 2 Old Santa Fe Center Filing No. 1 Recept. no 1584643



P.O.B. - Point of Beginning

This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.



5445 Mark Dabling Blvd.
 Suite 100
 Colorado Springs, CO 80918
 TEL 719.268.5800
 WWW.NV5.COM

EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY TO BE VACATED
 PARCEL QC-3

PAGE NUMBER

6

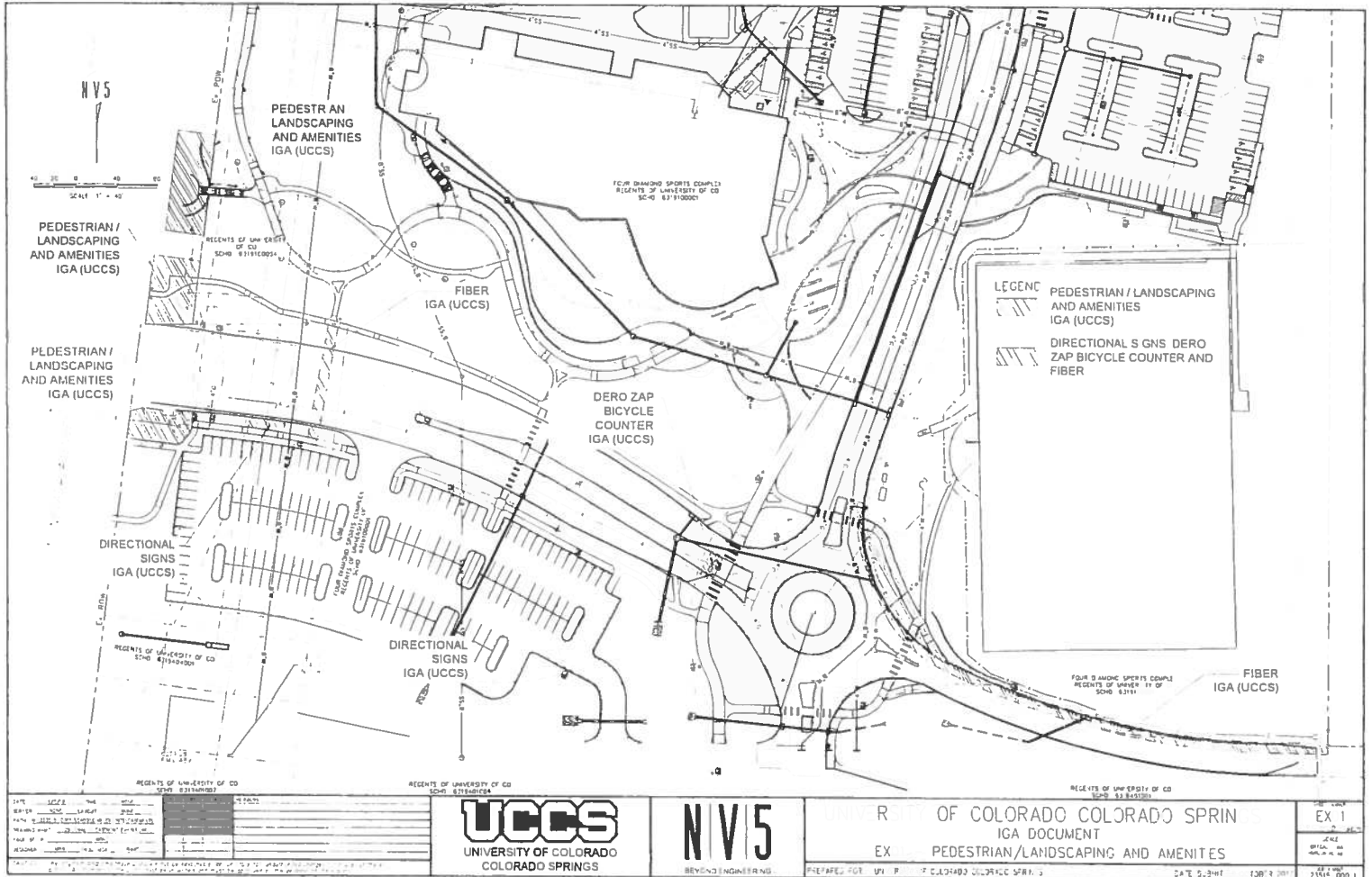
OF 6 PAGES

Prepared for: UCCS

Date Submitted: April 25, 2018

JOB NUMBER
 223515-00011

DRAWINGS



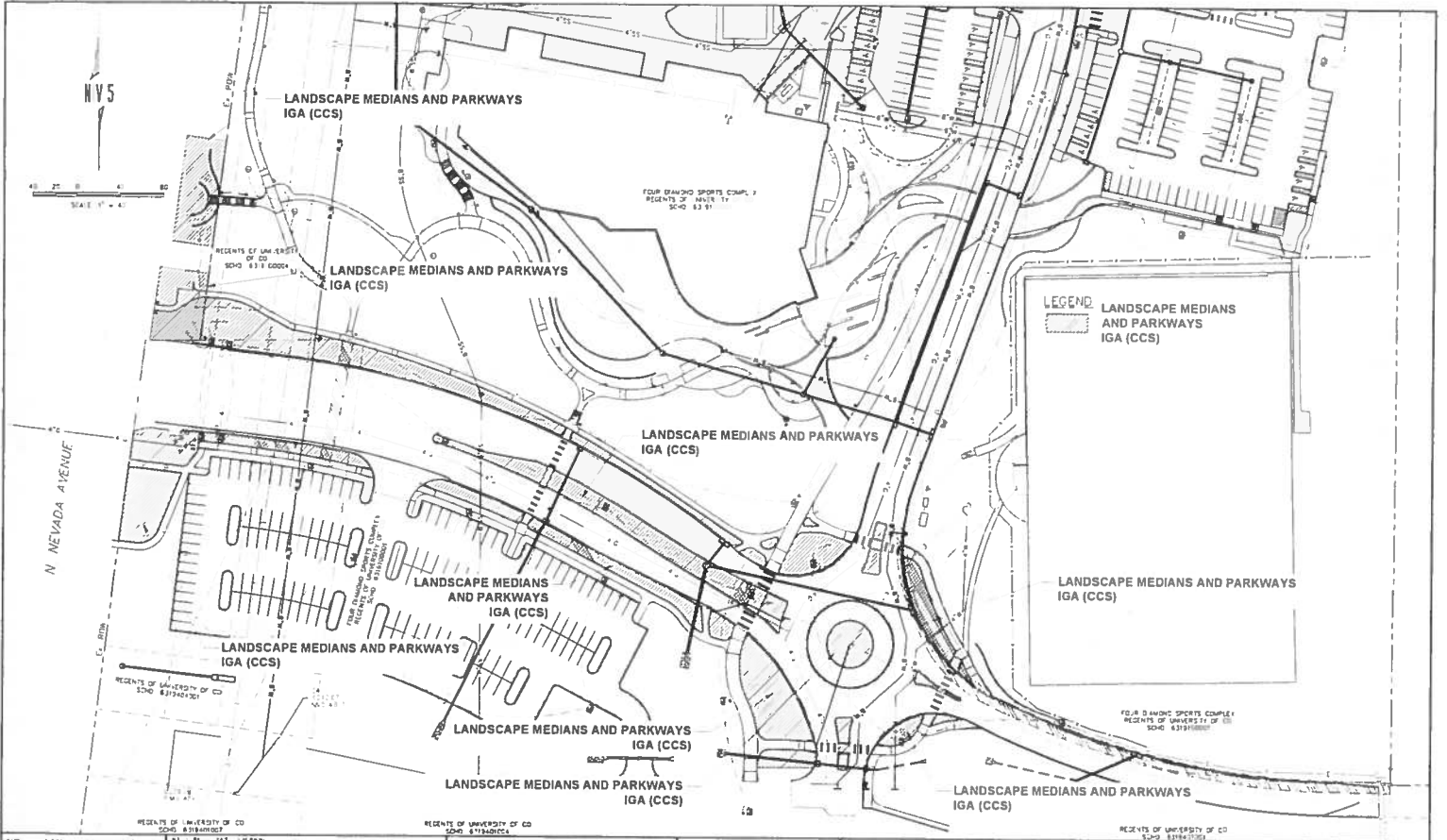
UCCS
UNIVERSITY OF COLORADO
COLORADO SPRINGS

NVI5
BEYOND ENGINEERING

UNIVERSITY OF COLORADO COLORADO SPRING
IGA DOCUMENT
EX PEDESTRIAN/LANDSCAPING AND AMENITIES

EX 1
DATE 5/2/11

DATE	DESCRIPTION	BY	CHECKED



DATE	11/11/11	BY	MM
DESIGNER	MM	CHECKED	MM
PROJECT NO.	11111111111111111111	DATE	11/11/11
PROJECT NAME	UNIVERSITY OF COLORADO SPRINGS	SCALE	AS SHOWN
PROJECT LOCATION	UNIVERSITY OF COLORADO SPRINGS	DATE	11/11/11
PROJECT NO.	11111111111111111111	BY	MM
PROJECT NAME	UNIVERSITY OF COLORADO SPRINGS	CHECKED	MM

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001

REGENTS OF UNIVERSITY OF CO
SCHOOL DISTRICT 0001



UNIVERSITY OF COLORADO COLORADO SPRINGS
IGA DOCUMENT
EX02 - LANDSCAPED MEDIANS AND PARKWAYS
PREPARED FOR UNIVERSITY OF COLORADO COLORADO SPRINGS
DATE 5/20/12 OCTOBER 2011

PROJECT NO.	EX02
SCALE	AS SHOWN
DATE	11/11/11
BY	MM
CHECKED	MM

QUITCLAIM DEED

This Deed, dated this 24 day of September, 2018, between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, 80918, in consideration of the Intergovernmental Agreement Between the University of Colorado Colorado Springs ("University") and the City of Colorado Springs ("City") dated June 29, 2018, and other good and valuable consideration, does hereby sell and quitclaim to **The City of Colorado Springs**, Colorado, a home rule city and Colorado municipal corporation ("Grantee"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado 80903, City of Colorado Springs, County of El Paso and State of Colorado, the real property legally described and depicted, as follows:

See attached Exhibit A, PARCEL ROW-1, Pages 1-11

EXCEPTING AND RESERVING unto the Grantor a permanent easement for purposes of operating a fiber line within the area described and depicted in Exhibit A, Parcel ROW-1, Pages 1-11

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

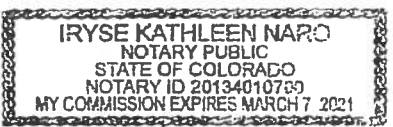
Regents of the University of Colorado, a body corporate,
for and on behalf of the University of Colorado Colorado Springs

By: [Signature]
Venkat Reddy, Chancellor
University of Colorado Colorado Springs

Approved as to Form

[Signature]
University Counsel 9.24.18

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



The foregoing instrument was acknowledged before me this 24th day of Sep., 2018 by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal

My Commission Expires: March 7, 2021

RES File Number. 19118

[Signature]
Notary Public

City Council Resolution No. 57-18

QUITCLAIM DEED

This Deed, dated this 24 day of September, 2018, between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, 80918, in consideration of the Intergovernmental Agreement Between the University of Colorado Colorado Springs ("University") and the City of Colorado Springs ("City") dated June 29, 2018, and other good and valuable consideration, does hereby sell and quitclaim to **The City of Colorado Springs**, Colorado, a home rule city and Colorado municipal corporation ("Grantee"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado 80903, City of Colorado Springs, County of El Paso and State of Colorado, the real property legally described and depicted, as follows:

See attached Exhibit A, PARCEL ROW-1, Pages 1-11

EXCEPTING AND RESERVING unto the Grantor a permanent easement for purposes of operating a fiber line within the area described and depicted in Exhibit A, Parcel ROW-1, Pages 1-11

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

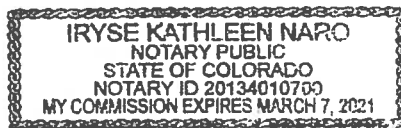
Regents of the University of Colorado, a body corporate,
for and on behalf of the University of Colorado Colorado Springs

By: [Signature]
Venkat Reddy, Chancellor
University of Colorado Colorado Springs

Approved as to Form

[Signature]
University Counsel 9.24.18

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



The foregoing instrument was acknowledged before me this 24th day of Sep., 2018 by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal

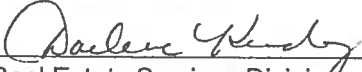
My Commission Expires: March 7, 2021

RES File Number: 19118

City Council Resolution No. 57-18


[Signature]
Notary Public

City:
City of Colorado Springs, a home rule
city and municipal Colorado
corporation Accepted:


By: 
Real Estate Services Division

October 3, 2018
Date

City of Colorado
Springs Public Works
Department

By: 
Travis Easton, Director

Approved as to Form:

By: 
City Attorney's Office

RES File Number: 19118

City Council Resolution No. 57-18

EXHIBIT A

"NEW" EAGLE ROCK ROAD RIGHT-OF-WAY
PARCEL ROW-1

LEGAL DESCRIPTION

Being a portion of the following three parcels of land recorded by Warranty Deeds at:

1. Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978
2. Reception Number 201012900 on February 2, 2001
3. Reception Number 098006317 on January 20, 1998

The aforementioned deeds are recorded in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the East half of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities - Facility Information Management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is N 00° 11' 48" West a distance of 2,642.75 feet.

BEGINNING at the Northwest corner of Lot 1 Old Santa Fe Center Filing No. 1 as recorded at Reception Number 1584643 (Plat Book C-4 Page 26) on June 19, 1987 in the records of said county, coincident with the Easterly Right-of-Way of North Nevada Avenue whence the East ¼ corner of said Section 19 bears North 89° 34' 22" East a distance of 1,217.91 feet;

THENCE along the North line of said Lot 1, coincident with the Easterly Right-of-Way of said North Nevada Avenue North 89° 37' 17" East a distance of 50.51 feet to the Southwest corner of said parcel of land at Reception Number 201012900 as shown on a Land Survey Plat recorded at Reception Number 200900307 on December 29, 2000 in the records of said county;

THENCE departing the North line of said Lot 1 along the Westerly line of said parcel at Reception Number 201012900, coincident with the Easterly Right-of-Way of said North Nevada Avenue North 07° 20' 48" East a distance of 46.80 feet;

THENCE departing said Westerly line and said Easterly Right-of-Way on a non-tangent curve to the right having a radius of 92.98 feet, a central angle of 30° 37' 30" and an arc length of 49.70 feet. The chord of said curve bears South 76° 40' 54" East a distance of 49.11 feet;

THENCE South 60° 28' 46" East a distance of 32.58 feet;

THENCE on a non-tangent curve to the left having a radius of 13.93 feet, a central angle of $21^{\circ} 52' 38''$ and an arc length of 5.32 feet. The chord of said curve bears South $70^{\circ} 49' 14''$ East a distance of 5.29 feet;

THENCE on a non-tangent curve to the right having a radius of 910.38 feet, a central angle of $22^{\circ} 27' 55''$ and an arc length of 356.96 feet. The chord of said curve bears South $67^{\circ} 58' 28''$ East a distance of 354.67 feet;

THENCE South $56^{\circ} 44' 30''$ East a distance of 91.11 feet;

THENCE on a non-tangent curve to the left having a radius of 44.91 feet, a central angle of $66^{\circ} 26' 08''$ and an arc length of 52.08 feet. The chord of said curve bears North $88^{\circ} 31' 21''$ East a distance of 49.21 feet;

THENCE South $63^{\circ} 04' 26''$ East a distance of 2.59 feet;

THENCE South $27^{\circ} 10' 30''$ West a distance of 33.43 feet;

THENCE South $64^{\circ} 07' 23''$ East a distance of 9.92 feet;

THENCE North $27^{\circ} 27' 19''$ East a distance of 63.17 feet;

THENCE South $59^{\circ} 09' 00''$ East a distance of 3.06 feet;

THENCE on a non-tangent curve to the left having a radius of 9.80 feet, a central angle of $104^{\circ} 09' 47''$ and an arc length of 17.81 feet. The chord of said curve bears South $20^{\circ} 23' 24''$ East a distance of 15.45 feet;

THENCE South $66^{\circ} 33' 07''$ East a distance of 16.46 feet;

THENCE South $70^{\circ} 16' 59''$ East a distance of 17.53 feet;

THENCE on a non-tangent curve to the left having a radius of 82.03 feet, a central angle of $10^{\circ} 13' 34''$ and an arc length of 14.64 feet. The chord of said curve bears North $18^{\circ} 28' 20''$ East a distance of 14.62 feet;

THENCE South $75^{\circ} 23' 33''$ East a distance of 43.21 feet;

THENCE South $03^{\circ} 32' 07''$ West a distance of 12.25 feet;

THENCE on a non-tangent curve to the right having a radius of 43.05 feet, a central angle of $51^{\circ} 35' 54''$ and an arc length of 38.77 feet. The chord of said curve bears South $44^{\circ} 40' 59''$ East a distance of 37.47 feet;

THENCE on a non-tangent curve to the left having a radius of 253.92 feet, a central angle of $18^{\circ} 09' 33''$ and an arc length of 80.48 feet. The chord of said curve bears South $25^{\circ} 10' 04''$ East a distance of 80.14 feet;

THENCE South $24^{\circ} 51' 01''$ East a distance of 14.97 feet;

THENCE South $33^{\circ} 10' 23''$ East a distance of 29.66 feet;

THENCE on a non-tangent curve to the left having a radius of 757.37 feet, a central angle of $16^{\circ} 11' 54''$ and an arc length of 214.12 feet. The chord of said curve bears South $71^{\circ} 59' 14''$ East a distance of 213.41 feet;

THENCE South $81^{\circ} 16' 52''$ East a distance of 28.98 feet;

THENCE on a non-tangent curve to the left having a radius of 969.93 feet, a central angle of $05^{\circ} 05' 59''$ and an arc length of 86.33 feet. The chord of said curve bears South $85^{\circ} 37' 57''$ East a distance of 86.30 feet;

THENCE South $87^{\circ} 14' 22''$ East a distance of 25.65 feet;

THENCE South $88^{\circ} 59' 54''$ East a distance of 25.01 feet to a point on the West line of the Charles Fisher Subdivision as recorded at Reception Number 001453842 (Plat Book B-4 Page 9) on September 17, 1996 in the records of said County;

THENCE South $00^{\circ} 14' 04''$ West a distance of 1.90 feet to the Southwest corner of said Charles Fisher Subdivision, also being the Northwest corner of a Right-of-Way for highway purposes (Eagle Rock Road) as recorded by Warranty Deed at Reception Number 631965 on May 29, 1940 and whence the East $\frac{1}{4}$ corner of said Section 19 bears North $08^{\circ} 58' 28''$ East a distance of 413.30 feet;

THENCE along the West line of said Right-of-Way South $00^{\circ} 10' 01''$ East a distance of 30.00 feet to the Southwest corner of said Right-of-Way;

THENCE South $00^{\circ} 10' 01''$ East a distance of 0.11 feet;

THENCE North $88^{\circ} 41' 29''$ West a distance of 77.76 feet;

THENCE North $85^{\circ} 56' 13''$ West a distance of 24.56 feet;

THENCE on a non-tangent curve to the right having a radius of 769.87 feet, a central angle of $21^{\circ} 35' 48''$ and an arc length of 290.19 feet. The chord of said curve bears North $74^{\circ} 41' 46''$ West a distance of 288.48 feet;

THENCE South $86^{\circ} 03' 56''$ West a distance of 28.38 feet;

THENCE on a non-tangent curve to the left having a radius of 63.41 feet, a central angle of $25^{\circ} 51' 42''$ and an arc length of 28.62 feet. The chord of said curve bears South $66^{\circ} 35' 08''$ West a distance of 28.38 feet;

THENCE South $50^{\circ} 42' 58''$ West a distance of 9.45 feet;

THENCE on a non-tangent curve to the right having a radius of 39.44 feet, a central angle of $38^{\circ} 52' 33''$ and an arc length of 26.76 feet. The chord of said curve bears South $77^{\circ} 05' 40''$ West a distance of 26.25 feet.

THENCE South $83^{\circ} 20' 12''$ West a distance of 13.55 feet;

THENCE on a non-tangent curve to the left having a radius of 92.70 feet, a central angle of $09^{\circ} 39' 30''$ and an arc length of 15.63 feet. The chord of said curve bears South $15^{\circ} 52' 37''$ West a distance of 15.61 feet;

THENCE North $83^{\circ} 42' 34''$ West a distance of 50.12 feet;

THENCE on a non-tangent curve to the left having a radius of 17.91 feet, a central angle of $43^{\circ} 06' 29''$ and an arc length of 13.48 feet. The chord of said curve bears North $12^{\circ} 30' 05''$ East a distance of 13.16 feet;

THENCE North $80^{\circ} 57' 19''$ West a distance of 10.89 feet;

THENCE North $88^{\circ} 20' 29''$ West a distance of 31.76 feet;

THENCE on a non-tangent curve to the left having a radius of 9.05 feet, a central angle of $98^{\circ} 53' 53''$ and an arc length of 15.62 feet. The chord of said curve bears South $45^{\circ} 50' 27''$ West a distance of 13.75 feet;

THENCE South $86^{\circ} 53' 55''$ West a distance of 3.06 feet;

THENCE North $00^{\circ} 32' 33''$ West a distance of 15.40 feet;

THENCE on a non-tangent curve to the left having a radius of 98.18 feet, a central angle of $17^{\circ} 45' 51''$ and an arc length of 30.44 feet. The chord of said curve bears North $10^{\circ} 21' 11''$ West a distance of 30.32 feet;

THENCE North $22^{\circ} 55' 42''$ West a distance of 18.25 feet;

THENCE on a non-tangent curve to the right having a radius of 70.79 feet, a central angle of $37^{\circ} 29' 37''$ and an arc length of 46.32 feet. The chord of said curve bears North $01^{\circ} 02' 18''$ West a distance of 45.50 feet;

THENCE North $66^{\circ} 18' 29''$ West a distance of 10.34 feet;

THENCE on a non-tangent curve to the left having a radius of 100.10 feet, a central angle of $08^{\circ} 57' 43''$ and an arc length of 15.66 feet. The chord of said curve bears South $12^{\circ} 25' 29''$ West a distance of 15.64 feet;

THENCE North $84^{\circ} 08' 45''$ West a distance of 3.02 feet;

THENCE on a non-tangent curve to the left having a radius of 4.33 feet, a central angle of $87^{\circ} 02' 20''$ and an arc length of 6.57 feet. The chord of said curve bears North $18^{\circ} 21' 36''$ West a distance of 5.96 feet;

THENCE North $74^{\circ} 58' 12''$ West a distance of 10.42 feet;

THENCE on a non-tangent curve to the right having a radius of 50.51 feet, a central angle of $33^{\circ} 24' 54''$ and an arc length of 29.46 feet. The chord of said curve bears North $59^{\circ} 02' 20''$ West a distance of 29.04 feet;

THENCE North $42^{\circ} 06' 17''$ West a distance of 14.15 feet;

THENCE on a non-tangent curve to the left having a radius of 60.65 feet, a central angle of $15^{\circ} 01' 15''$ and an arc length of 15.90 feet. The chord of said curve bears North $52^{\circ} 52' 26''$ West a distance of 15.85 feet;

THENCE North $63^{\circ} 01' 05''$ West a distance of 153.56 feet;

THENCE North $66^{\circ} 26' 22''$ West a distance of 37.35 feet;

THENCE on a non-tangent curve to the left having a radius of 155.16 feet, a central angle of $08^{\circ} 48' 36''$ and an arc length of 23.86 feet. The chord of said curve bears North $69^{\circ} 52' 15''$ West a distance of 23.83 feet;

THENCE North $72^{\circ} 23' 19''$ West a distance of 36.90 feet;

THENCE on a non-tangent curve to the right having a radius of 29.92 feet, a central angle of $50^{\circ} 03' 54''$ and an arc length of 26.14 feet. The chord of said curve bears North $62^{\circ} 00' 32''$ East a distance of 25.32 feet;

THENCE on a non-tangent curve to the left having a radius of 741.46 feet, a central angle of $05^{\circ} 41' 35''$ and an arc length of 73.67 feet. The chord of said curve bears North $74^{\circ} 12' 17''$ West a distance of 73.64 feet;

THENCE on a non-tangent curve to the right having a radius of 27.55 feet, a central angle of $53^{\circ} 51' 16''$ and an arc length of 25.89 feet. The chord of said curve bears South $28^{\circ} 11' 52''$ East a distance of 24.95 feet;

THENCE on a non-tangent curve to the left having a radius of 535.09 feet, a central angle of $11^{\circ} 56' 02''$ and an arc length of 111.45 feet. The chord of said curve bears North $78^{\circ} 48' 03''$ West a distance of 111.25 feet;

THENCE North $82^{\circ} 33' 02''$ West a distance of 41.94 feet;

THENCE on a non-tangent curve to the left having a radius of 6.29 feet, a central angle of $64^{\circ} 54' 31''$ and an arc length of 7.13 feet. The chord of said curve bears South $61^{\circ} 59' 35''$ West a distance of 6.75 feet;

THENCE South $31^{\circ} 54' 34''$ West a distance of 6.74 feet;

THENCE on a non-tangent curve to the right having a radius of 61.72 feet, a central angle of $07^{\circ} 07' 31''$ and an arc length of 7.68 feet. The chord of said curve bears South $37^{\circ} 29' 00''$ West a distance of 7.67 feet;

THENCE South $82^{\circ} 54' 42''$ East a distance of 12.53 feet.

THENCE on a non-tangent curve to the right having a radius of 6.54 feet, a central angle of 87° 48' 34" and an arc length of 10.03 feet. The chord of said curve bears South 35° 53' 55" West a distance of 9.07 feet;

THENCE North 81° 31' 44" West a distance of 14.71 feet;

THENCE on a non-tangent curve to the left having a radius of 8.94 feet, a central angle of 34° 03' 47" and an arc length of 5.32 feet. The chord of said curve bears South 14° 11' 39" West a distance of 5.24 feet;

THENCE on a non-tangent curve to the right having a radius of 17.39 feet, a central angle of 20° 44' 25" and an arc length of 6.30 feet. The chord of said curve bears South 14° 36' 52" West a distance of 6.26 feet;

THENCE South 22° 13' 32" West a distance of 49.43 feet;

THENCE on a non-tangent curve to the right having a radius of 25.40 feet, a central angle of 74° 14' 34" and an arc length of 32.91 feet. The chord of said curve bears South 63° 16' 34" West a distance of 30.66 feet;

THENCE North 84° 28' 14" West a distance of 15.22 feet to the West line of said Lot 1, also being the East Right-of-Way of said North Nevada Avenue;

THENCE along the West line of Lot 1 coincident with said East Right-of-Way North 07° 20' 49" East a distance of 191.49 feet to the **POINT OF BEGINNING**.

The Right-of-Way described herein contains 125,690 square feet or 2.885 acres, more or less.

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Suite 100
Colorado Springs, CO 80918
Tel: (719) 268-8500

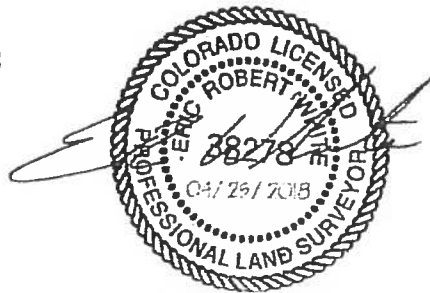


EXHIBIT A

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

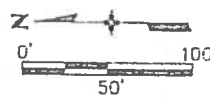
SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED PLS 113, 10625

East line SE 1/4 S19 T13S R66W 6P.M.

BASIS OF BEARINGS

N00 11'48"W
2 642.73'

MATCHLINE SEE SHEET 9



SCALE IN FEET
(1"=100')

S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

Regents of the
University of Colorado

Regents of the University of
Colorado
Reception No. 474473
Book 3066 Page 22
aka Trembley Tract

EAGLE ROCK ROAD
60' R.O.W.
Receipt No 158443
Plat Book C-1 Page 26

Lot 2 Old Santa Fe
Center Filing No 1
Reception No 158443

Utility Easement
Receipt No 211095288

Centerline Sewer Easement
Receipt No 661418

NORTH NEVADA AVENUE
(Right-of-Way varies)

① Regents of the University of
Colorado
Receipt No 092014317
&
Lot 1 Old Santa Fe Center
Filing No 1
Receipt No 158443

② Reception Number 203490207
&
Reception Number 203012900

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.

P.O.B. - Point of Beginning

Parcel contains 125,690 square feet or 2.885 acres more or less.

N|V|5

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EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION
PARCEL ROW-1

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

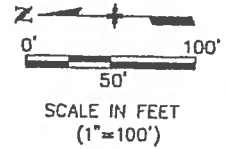
7

OF 11 PAGES

JOB NUMBER
223515-C0011

EXHIBIT A

E₂ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado



Charles Fisher Sub.
 Recept. No. 001453842
 Plat Book B-4 Page 9

BASIS OF BEARINGS

N09°11'48"W
 2,642.75'

North line SE₄ S19 T13S R66W 6P.M.

EAST 1/4 CORNER
 SECTION 19 T13S R66W
 2-IN ALUMINUM CAP
 STAMPED PLS 22573

East line SE₄ S19 T13S R66W 6P.M.

N8°58'28"E
 413.30' (TIE)

SOUTHEAST CORNER
 SECTION 19 T13S R66W
 2.5-IN ALUMINUM CAP
 STAMPED RMLS NO. 19525

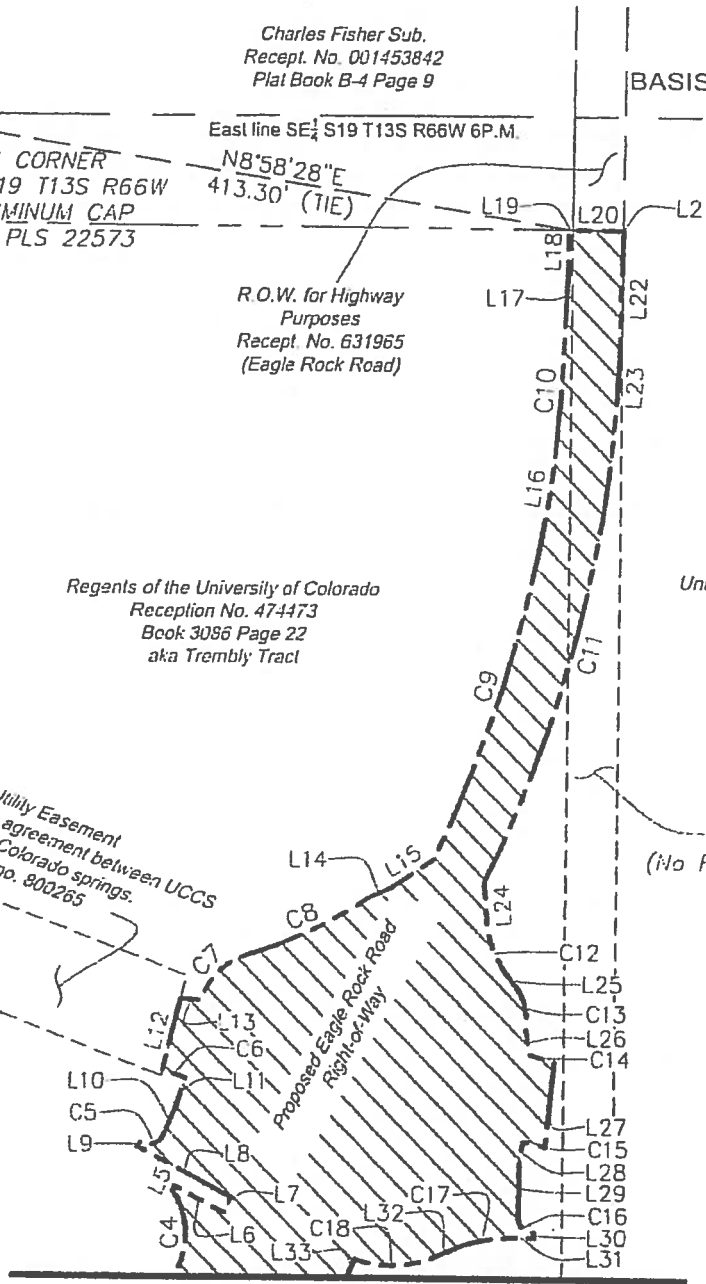
R.O.W. for Highway
 Purposes
 Recept. No. 631965
 (Eagle Rock Road)

Regents of the University of Colorado
 Reception No. 474473
 Book 3086 Page 22
 aka Trembly Tract

Regents of the
 University of Colorado

Parcel D
 Existing Utility Easement
 UE-S' per IGA agreement between UCCS
 and the City of Colorado Springs.
 FIMS Doc no. 800265

EAGLE ROCK ROAD
 (No Recorded Right-of-Way or
 Dedication Found)



MATCHLINE SEE SHEET 8

This exhibit does not represent a monumented survey.
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Parcel contains 125,690 square feet, or 2.885 acres, more or less.



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EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION
 PARCEL ROW-1

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

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OF 11 PAGES

JOB NUMBER
 223515-00011

EXHIBIT A

Line Table		
Line #	Direction	Length
L1	N89° 37' 17"E	50.51'
L2	N7° 20' 48"E	46.80'
L3	S60° 28' 46"E	32.58'
L4	S56° 44' 30"E	91.11'
L5	S53° 04' 26"E	2.59'
L6	S27° 10' 30"W	33.43'
L7	S54° 07' 23"E	9.92'
L8	N27° 27' 19"E	63.17'
L9	S59° 09' 00"E	3.06'
L10	S66° 33' 07"E	16.46'
L11	S70° 16' 59"E	17.53'
L12	S75° 23' 33"E	43.21'
L13	S3° 32' 07"W	12.25'
L14	S24° 51' 01"E	14.97'
L15	S33° 10' 23"E	29.66'
L16	S81° 16' 52"E	28.98'
L17	S87° 14' 22"E	25.65'
L18	S88° 59' 54"E	25.01'
L19	S9° 14' 04"W	1.90'
L20	S0° 10' 01"E	30.00'

Line Table		
Line #	Direction	Length
L21	S0° 10' 01"E	0.11'
L22	N88° 41' 29"W	77.76'
L23	N85° 56' 13"W	24.56'
L24	S86° 03' 56"W	28.38'
L25	S50° 42' 58"W	9.45'
L26	S83° 20' 12"W	13.55'
L27	N83° 42' 34"W	50.12'
L28	N80° 57' 19"W	10.89'
L29	N88° 20' 29"W	31.76'
L30	S86° 53' 55"W	3.06'
L31	N0° 32' 33"W	15.40'
L32	N22° 55' 42"W	18.25'
L33	N66° 18' 29"W	10.34'
L34	N84° 08' 45"W	3.02'
L35	N74° 58' 12"W	10.42'
L36	N42° 05' 17"W	14.15'
L37	N63° 01' 05"W	153.56'
L38	N66° 26' 22"W	37.35'
L39	N72° 23' 19"W	36.90'
L40	N82° 33' 02"W	41.94'

Line Table		
Line #	Direction	Length
L41	S31° 54' 34"W	6.74'
L42	S82° 54' 42"E	12.53'
L43	N81° 31' 44"W	14.71'
L44	S22° 13' 32"W	49.43'
L45	N84° 26' 14"W	15.22'
L46	N7° 20' 49"E	191.49'

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5445 Mark Dabbling Blvd.
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EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION
PARCEL ROW-1

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

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CF 11 PAGES

JOB NUMBER
223515-00011

EXHIBIT A

Curve Table					
Curve #	Arc Length	Radius	Delta	CB	CD
C1	49.70'	92.98'	30° 37' 30"	S76°40'54"E	49.11'
C2	5.32'	13.93'	21° 52' 38"	S70°49'14"E	5.29'
C3	356.96'	910.38'	22° 27' 55"	S67°58'28"E	354.67'
C4	52.08'	44.91'	66° 26' 08"	N88°31'21"E	49.21'
C5	17.81'	9.80'	104° 09' 47"	S20°23'24"E	15.45'
C6	14.64'	82.03'	10° 13' 34"	N18°28'20"E	14.62'
C7	38.77'	43.05'	51° 35' 54"	S44°40'59"E	37.47'
C8	80.43'	253.92'	18° 09' 33"	S25°10'04"E	80.14'
C9	214.12'	757.37'	16° 11' 54"	S71°59'14"E	213.41'
C10	83.33'	969.93'	5° 05' 59"	S85°37'57"E	86.30'
C11	290.19'	769.87'	21° 35' 48"	N74°41'46"W	288.48'
C12	28.62'	63.41'	25° 51' 42"	S66°35'08"W	28.38'
C13	26.76'	39.44'	38° 52' 33"	S77°05'40"W	26.25'
C14	15.63'	92.70'	9° 39' 30"	S15°52'37"W	15.61'
C15	13.48'	17.91'	43° 06' 29"	N12°30'05"E	13.16'
C16	15.62'	9.05'	98° 53' 53"	S45°50'27"W	13.75'
C17	30.44'	98.18'	17° 45' 51"	N10°21'11"W	30.32'

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EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION
PARCEL ROW-1

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

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OF 11 PAGES

JOB NUMBER
223515-00011

EXHIBIT A

Curve Table					
Curve #	Arc Length	Radius	Delta	CB	CD
C18	46.32	70.79'	37° 29' 37"	N1° 02' 18" W	45.50'
C19	15.66'	100.10	8° 57' 43"	S12° 25' 29" W	15.64'
C20	6.57	4.33'	87° 02' 20"	N18° 21' 36" W	5.96
C21	29.46'	50.51'	33° 24' 54"	N59° 02' 20" W	29.04'
C22	15.90'	60.65	15° 01' 15"	N52° 52' 26" W	15.85'
C23	23.86'	155.16'	8° 46' 36"	N39° 52' 15" W	23.83'
C24	26.14'	29.92'	50° 03' 54"	N62° 00' 32" E	25.32'
C25	73.67'	741.46'	5° 41' 35"	N74° 12' 17" W	73.64'
C26	25.69'	27.55'	53° 51' 16"	S28° 11' 52" E	24.95'
C27	111.45'	535.09'	11° 56' 02"	N78° 48' 03" W	111.25'
C28	7.13'	6.29'	64° 54' 31"	S61° 59' 35" W	6.75'
C29	7.68'	61.72'	7° 07' 31"	S37° 29' 00" W	7.67'
C30	10.03'	6.54'	87° 48' 34"	S35° 53' 55" W	9.07'
C31	5.32'	8.94'	34° 03' 47"	S14° 11' 39" W	5.24'
C32	6.30'	17.39'	20° 44' 25"	S14° 36' 52" W	6.26'
C33	32.91'	25.40'	74° 14' 34"	S63° 16' 34" W	30.66'

This exhibit does not represent a monumented survey
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5445 Mark Debing Blvd
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EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION
PARCEL ROW-1

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

11

CF 11 PAGES

JCB NUMBER
223515-00011

QUITCLAIM DEED

The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, acting by and through John W. Suthers, Mayor ("Grantor"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado 80903, City of Colorado Springs, County of El Paso and State of Colorado, in consideration of the Intergovernmental Agreement Between the University of Colorado at Colorado Springs ("University") and the City of Colorado Springs ("City") dated June 29, 2018, and other good and valuable consideration, does hereby sell and quitclaim to the Regents of the University of Colorado, a body corporate, acting on behalf of the Colorado Springs campus of the University of Colorado ("Grantee"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, Colorado, 80918 the following real property in the Count of El Paso and State of Colorado, to wit:

See Exhibit C

With all its appurtenances,

EXCEPTING AND RESERVING unto the Grantor a permanent public improvement and utility easement upon the Property as described in Attachment 3-Parcel UE-4 attached hereto subject to the Terms and Conditions as set forth in instrument recorded at Reception No. 209056689 of the records of the El Paso County, Colorado, Clerk and Recorder.

In witness whereof, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized officer this 23rd day of August, 2018.

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

By: John W. Suthers
John W. Suthers
Mayor

Attest:

Sarah B. Johnson
State of Colorado
County of El Paso

The foregoing instrument was acknowledged before me this 23rd day of August, 20 18 by John W. Suthers, Mayor, and Sarah B. Johnson as City Clerk of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation.

Witness my hand and seal

My Commission Expires: 12-13-2019

WENDILYN M. GUIDOTTI
Notary Public
State of Colorado
Notary ID # 20074045664
My Commission Expires 12-13-2019

Wendilyn M. Guidotti
Notary Public

Approved to Form:

Bethany B. Bueyer
City Attorney's Office

RES File Number: 19118

City Council Resolution No. 57-18

QUITCLAIM DEED

The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, acting by and through John W. Suthers, Mayor ("Grantor"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado 80903, City of Colorado Springs, County of El Paso and State of Colorado, in consideration of the Intergovernmental Agreement Between the University of Colorado at Colorado Springs ("University") and the City of Colorado Springs ("City") dated June 29, 2018, and other good and valuable consideration, does hereby sell and quitclaim to the Regents of the University of Colorado, a body corporate, acting on behalf of the Colorado Springs campus of the University of Colorado ("Grantee"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, Colorado, 80918 the following real property in the Count of El Paso and State of Colorado, to wit:

See Exhibit C

With all its appurtenances,

EXCEPTING AND RESERVING unto the Grantor a permanent public improvement and utility easement upon the Property as described in Attachment 3-Parcel UE-4 attached hereto subject to the Terms and Conditions as set forth in instrument recorded at Reception No. 209056689 of the records of the El Paso County, Colorado, Clerk and Recorder.

In witness whereof, the City of Colorado Springs, Colorado, has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized officer this 23rd day of August, 2018.

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

By: John W. Suthers
John W. Suthers
Mayor

Attest:

Sarah B. Johnson
State of Colorado
County of El Paso

The foregoing instrument was acknowledged before me this 23rd day of August, 2018 by John W. Suthers, Mayor, and Sarah B. Johnson as City Clerk of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation.

Witness my hand and seal

My Commission Expires: 12-13-2019

WENDILYN M. GUIDOTTI
Notary Public
State of Colorado
Notary ID # 20074045664
My Commission Expires 12-13-2019

Wendilyn M. Guidotti
Notary Public

Approved to Form:

Bethany Bueyer
City Attorney's Office

RES File Number: 19118

City Council Resolution No. 57-18

**EXHIBIT C
LEGAL DESCRIPTION
"OLD" EAGLE ROCK RIGHT OF WAY**

Being a parcel of land situate in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado,

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2.642.75 feet.

PARCEL QC-1

Being a portion of a parcel of land recorded in a Warranty Deed at Reception Number 098006317 on January 20, 1998 in the records of the El Paso County Clerk and Recorder's Office, State of Colorado, situate in said Southeast quarter of Section 19, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 2 Old Santa Fe Center Filing No. 1 as shown on a Plat recorded at Reception Number 1584643 (Plat Book C-4 Page 26) on June 19, 1987 in the records of said county, also being coincident with the East Right-of-Way of North Nevada Avenue, and the Southwest corner of Eagle Rock Road as shown on said Old Santa Fe Center Filing No. 1 whence the Southeast corner of said Section 19 bears South 29° 45' 13" East a distance of 2.575.64 feet;

THENCE along the common boundary of North Nevada Avenue and Eagle Rock Road North 07° 20' 49" East a distance of 60.00 feet to the Southwest corner of Lot 1 of said Old Santa Fe Center, Filing No. 1, also being the Northwest corner of Eagle Rock Road;

THENCE departing the East Right-of-Way of North Nevada Avenue South 82° 39' 11" East a distance of 200.00 feet along the common boundary of said Lot 1 and Eagle Rock Road to the Southeast corner of Lot 1, also being the Northeast corner of said Eagle Rock Road;

THENCE along the Easterly line of Eagle Rock Road South 07° 20' 49" West a distance of 60.00 feet to the Northeast corner of said lot 2, also being the Southeast corner of Eagle Rock Road;

THENCE along the common boundary of Lot 2 and Eagle Rock Road North 82° 39' 11" West a distance of 200.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 12.000 square feet or 0.275 acre, more or less.

Together with:

PARCEL QC-2

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of said County, situate in the Southeast quarter of said Section 19, more particularly described as follows:

BEGINNING at the Southwest corner of the Charles Fisher Subdivision as recorded at Reception Number 001453842 (Plat Book B-4 Page 9) in the records of said County, also being the Northwest corner of a Right-of-Way for highway purposes (Eagle Rock Road) as recorded by Warranty Deed at Reception Number 631965 on May 29, 1940 in the records of said County whence the East ¼ corner of said Section 19 bears North 08° 58' 28" East a distance of 413.30 feet;

THENCE along the West line of said Right-of-Way for highway purposes South 00° 10' 04" East a distance of 30.00 feet to the Southwest corner of said Right-of-Way;

THENCE North 89° 43' 43" West a distance of 1,006.58 feet to the Easterly line of said Old Santa Fe Center, Filing No. 1 whence the Northeast corner of Lot 2 of said Old Santa Fe Center, Filing No. 1 bears North 07° 20' 49" East a distance of 1.26 feet;

THENCE along said Easterly line North 07° 20' 49" East a distance of 30.24 feet;

THENCE departing said Easterly line South 89° 43' 43" East a distance of 1,002.63 feet to the **POINT OF BEGINNING**;

Said parcel contains 30,138 square feet or 0.692 acre, more or less.

Together with:

PARCEL QC-3

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of said County, and a portion of a parcel of land recorded in a Warranty Deed at Reception Number 098006317 on January 20, 1998 in the records of said county, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1 of said Old Santa Fe Center Filing No. 1, coincident with the East Right-of-Way of North Nevada Avenue whence the East ¼ corner of said Section 19 bears North 89° 34' 22" East a distance of 1,217.91 feet;

THENCE departing said Right-of-Way South 89° 56' 19" East a distance of 51.32;

THENCE along a tangent curve to the right, having a radius of 150.00 feet; a central angle of 97° 09' 52" and an arc length of 254.38 feet;

THENCE South 07° 13' 33" West a distance of 120.97 feet;

THENCE along a tangent curve to the left, having a radius of 89.00 feet, a central angle of 96° 21' 07" and an arc length of 149.67 feet;

THENCE South 89° 28' 29" East a distance of 25.01 feet;

THENCE South 01° 25' 16" West a distance of 5.72 feet;

THENCE North 89° 44' 24" West a distance of 145.76 feet to the Easterly line of said Eagle Rock Road, whence the Northeast corner of Lot 2 of said Old Santa Fe Center, Filing No. 1 bears South 07° 20' 49" West a distance of 28.98 feet

THENCE along the Easterly line of said Eagle Rock Road North 07° 20' 49" East a distance of 31.02 feet to the Northeast Corner of said Eagle Rock Road, also being the Southeast corner of Lot 1 of said Old Santa Fe Center. Filing No. 1:

THENCE along a non-tangent curve to the right, having a radius of 148.84 feet, a central angle of 44° 46' 30", and an arc length of 116.32 feet. The chord of said curve bears North 14° 19' 09" West a distance of 113.38:

THENCE North 07° 13' 33" East, a distance of 60.86 feet:

THENCE along a tangent curve to the left, having a radius of 89.00 feet, a central angle of 90° 00' 00" and an arc length of 139.80 feet:

THENCE North 82° 46' 27" west a distance of 68.81 feet to the Westerly line of said Lot 1, also being the Easterly Right-of-Way of said North Nevada Avenue:

THENCE along said common boundary of said North Nevada Avenue and said Lot 1 North 07° 20' 49" East a distance of 85.97 feet to the **POINT OF BEGINNING**:

Said parcel contains an area of 35.259 square feet or 0.809 acre, more or less.

The totality of all parcels described herein contain an area of 77.397 square feet or 1.777 acres, more or less:

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabbling Blvd., Ste. 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500

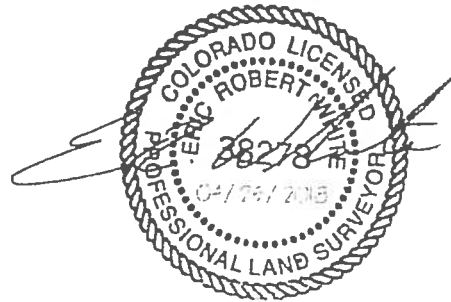


EXHIBIT C

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

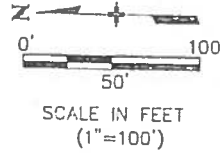
BASIS OF BEARINGS
N00°11'48"W
2,642.75'

East line SE 1/4 S19 T13S R66W 6P.M.

SE 1/4 S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado



PARCEL QC-1
12,000 sq. ft. or 0.275 acres,
more or less



Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

Regents of the
University of Colorado

S07°20'49"W
60.00'

N82°39'11"W
200.00'

EAGLE ROCK ROAD
60' P.O.W.
Recept. No. 1584643
Plat Book C-4 Page 26

Utility Esmt.
RN 211095288

Utility Esmt.
RN 211095288

Utility Esmt.
9 3819 P 105

Centerline Sewer Easement
Recept. No. 651418

P.O.B.

N. NEVADA AVENUE
(P.O.W. Varies)

N07°20'49"E
60.00'

① Regents of the University of Colorado
Recept. No. 09006317
&
Lot 1 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

② Lot 2 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.



5445 Mark Dabbling Blvd
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY TO BE VACATED
PARCEL QC-1

PAGE NUMBER

4

OF 6 PAGES

Prepared for: UCCS

Date Submitted: April 25, 2018

JOB NUMBER
223515-00011

EXHIBIT C

BASIS OF BEARINGS

N08°58'28"E
413.30' (TIE)

N00°11'48"W

East line SE $\frac{1}{2}$ S19 T13S R66W, 6P.M. 2,642.75'

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

Charles Fisher Sub.
Recept. No. 001453842
Plat Book B-4 Page 9

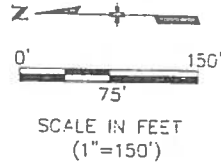
SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED R.M.S. NO. 19625

SE $\frac{1}{2}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado



PARCEL OC-2
30,138 sq. ft. or 0.692 acres,
more or less

R.O.W. for Highway Purposes
Recept. No. 631965
(Eagle Rock Road)



S00°10'04"E
30.00'

① Lot 1 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

② Lot 2 Old Santa Fe Center Filing No. 1
Recept. No. 1584643

N89°43'43"W
1006.58'

EAGLE ROCK ROAD
(No Recorded Right-of-Way
or Dedication Found)

Regents of the
University of Colorado

Existing Utility Easement
'Parcel D UE-5' per IGA
agreement between UCCS and
the City of Colorado Springs
FMS Doc No. 890265

Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trempley Tract

S89°43'43"E
1002.63'

N0°20'49"E
30.24'

30'

Proposed Eagle Rock Road
Right-of-Way

EAGLE ROCK ROAD
60' R.O.W.
Recept. No. 1584643
Plat Book C-4 Page 26

①
Utility Esmt.
RV 211095285

②
Utility Esmt.
E 3319 P 105

N. NEVADA AVENUE
(R.O.W. Varies)

Centerline Sewer
Easement
Recept. No.
661418

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.

P.O.B. - Point of Beginning



5445 Mark Dabbling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY TO BE VACATED
PARCEL OC-2

PAGE NUMBER

5

OF 6 PAGES

Prepared for: UCCS

Date Submitted: April 25, 2018

JOB NUMBER
223515-00011

EXHIBIT C

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado

SOUTHEAST CORNER
 SECTION 19 T13S R66W
 2.5-IN ALUMINUM CAP
 STAMPED RMLS NO. 19625

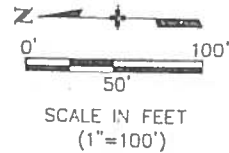
BASIS OF BEARINGS
 N00°11'48"W
 2,642.75'

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

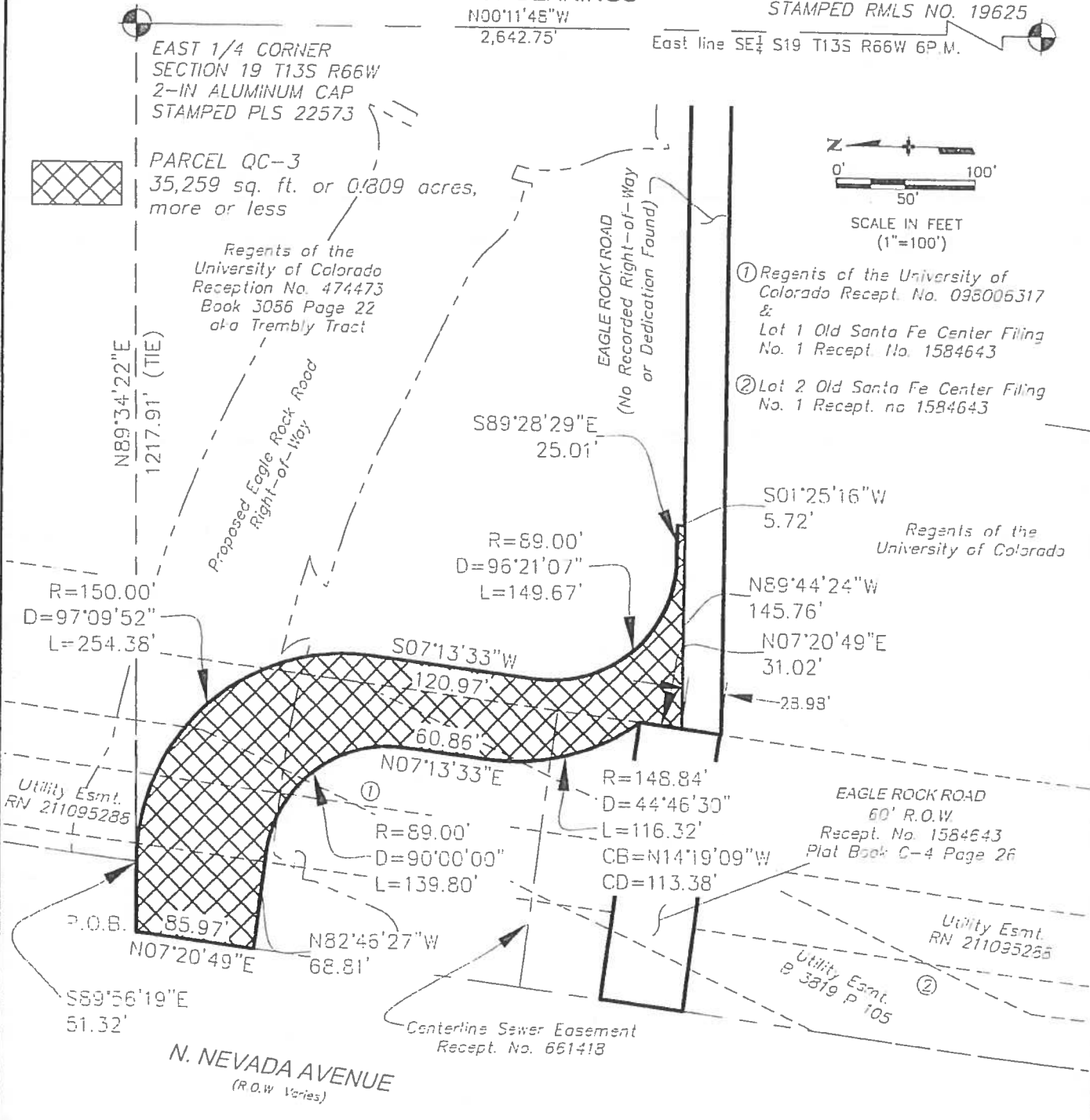
EAST 1/4 CORNER
 SECTION 19 T13S R66W
 2-IN ALUMINUM CAP
 STAMPED PLS 22573

PARCEL QC-3
 35,259 sq. ft. or 0.809 acres,
 more or less

Regents of the
 University of Colorado
 Recept. No. 474473
 Book 3056 Page 22
 at a Trembly Tract



- ① Regents of the University of Colorado Recept. No. 095006317 & Lot 1 Old Santa Fe Center Filing No. 1 Recept. No. 1584643
- ② Lot 2 Old Santa Fe Center Filing No. 1 Recept. no 1584643



P.O.B. - Point of Beginning

This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.



5445 Mark Dabbling Blvd.
 Suite 100
 Colorado Springs, CO 80918
 TEL 719.268.5800
 WWW.NV5.COM

EXHIBIT FOR LEGAL DESCRIPTION

RIGHT-OF-WAY TO BE VACATED
 PARCEL QC-3

PAGE NUMBER

6

OF 6 PAGES

Prepared for: UCCS

Date Submitted: April 25, 2018

JOB NUMBER
 223515-00011

**ATTACHMENT 3
LEGAL DESCRIPTION
UTILITY EASEMENT
PARCEL UE-4**

Being a portion of a parcel of land recorded by Warranty Deed at Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978, and a portion of a parcel of land recorded by Warranty Deed at Reception Number 098006317 on January 20, 1998 in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 1/2 inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities - Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Northerly point of the Basis of Bearings:

THENCE South 08° 58' 22" West a distance of 413.29 feet to the Southwest corner of the Charles Fisher Subdivision as recorded at Reception Number 001453842 (Plat Book B-4 Page 9) in the records of said County, also being the Northwest corner of a Right-of-Way for highway purposes (Eagle Rock Road) as recorded by Warranty Deed at Reception Number 631965 on May 29, 1940 in the records of said County, and the **POINT OF BEGINNING**:

THENCE along the West line of said Right-of-Way South 00° 10' 01" East a distance of 30.00 feet to the Southwest corner of said Right-of-Way:

THENCE North 89° 43' 43" West a distance of 1,006.58 feet to the East line of Lot 2 of Old Santa Fe Center Filing No. 1 as recorded at Reception Number 1584643 (Plat Book C-4 Page 26) in the records of said County:

THENCE along said East line of Lot 2 North 07° 20' 48" East a distance of 1.26 feet to the Northeast corner of said Lot 2, also being the Southeast corner of the Eagle Rock Road Right-of-Way as shown on said Old Santa Fe Center Filing No. 1:

THENCE along the common boundary of said Lot 2 and said Eagle Rock Road Right-of-Way North 82° 39' 11" West a distance of 200.00 feet to the Northwest corner of said Lot 2, also being the East Right-of-Way of North Nevada Avenue and the Southwest corner of said Eagle Rock Road Right-of-Way:

THENCE along the common boundary of said North Nevada Avenue Right-of-Way and said Eagle Rock Road Right-of-Way of North Nevada Avenue North 07° 20' 49" East a distance of 60.00 feet to

the Southwest corner of Lot 1 of said Old Santa Fe Center Filing No. 1, also being the Northwest corner of said Eagle Rock Road Right-of-Way;

THENCE departing said East Right-of-Way of North Nevada Avenue along the common boundary of said Lot 1 and said Eagle Rock Road Right-of-Way South 82° 39' 11" East a distance of 200.00 feet to the Southeast corner of said Lot 1, also being the Northeast corner of said Eagle Rock Road Right-of-Way;

THENCE South 76° 42' 41" East a distance of 136.69 feet;

THENCE South 89° 43' 43" East a distance of 865.63 feet to the **POINT OF BEGINNING**

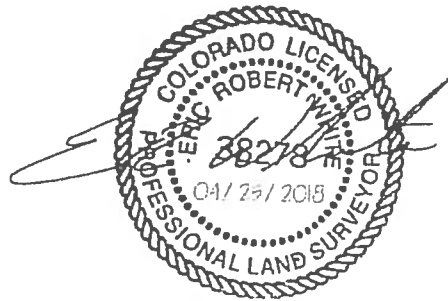
Said parcel contains an area of 44,247 square feet or 1.016 acres, more or less.

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

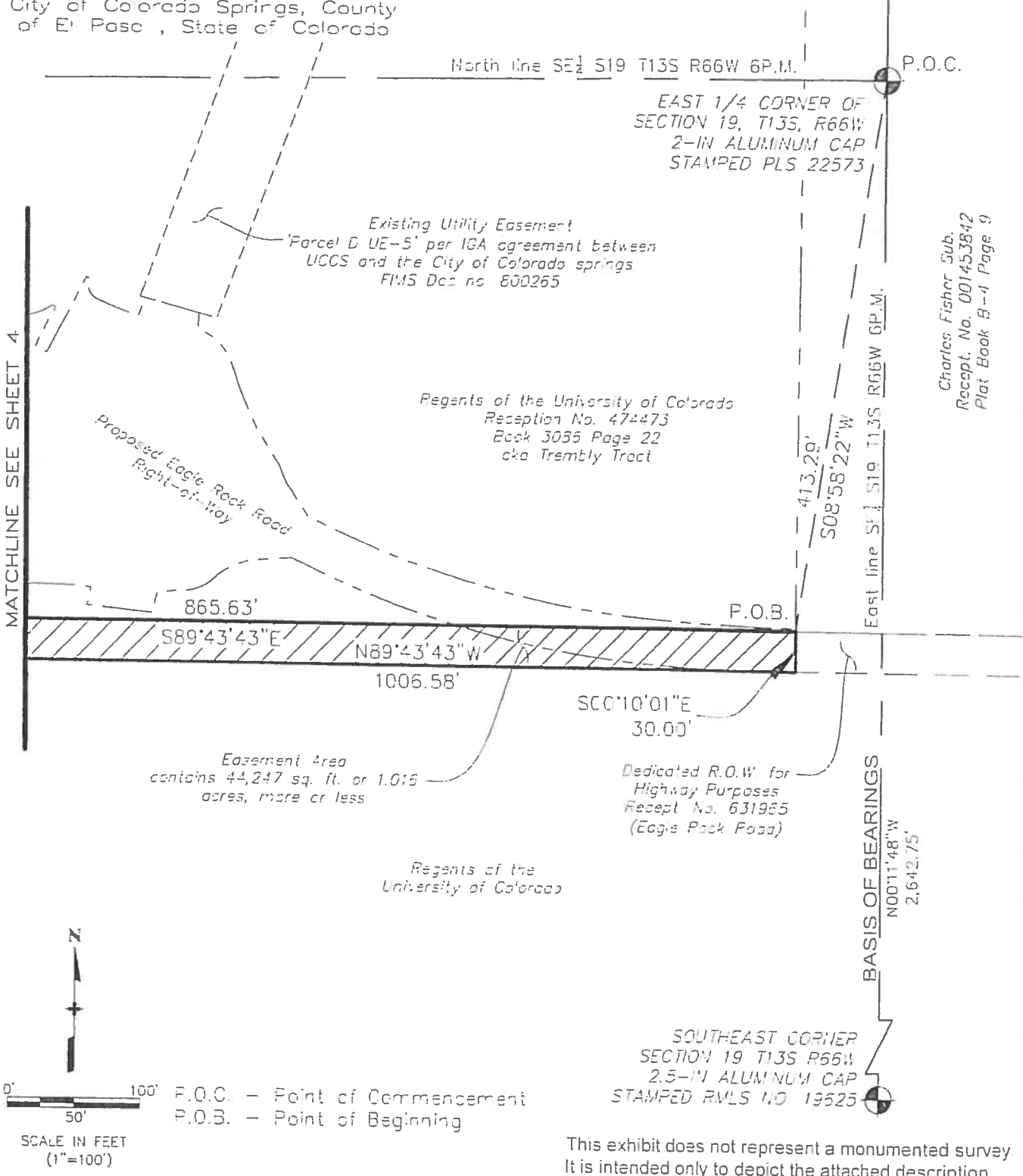
Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste. 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500



ATTACHMENT 3

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado



Charles Fisher Sub.
 Recept. No. 001453842
 Plat Book B-4 Page 9

This exhibit does not represent a monumented survey
 It is intended only to depict the attached description.

N|V|5
 5445 Mark Dabbling Blvd.
 Suite 100
 Colorado Springs, CO 80908
 TEL 719.268.5800
 WWW.NV5.COM

ATTACHMENT 3 FOR LEGAL DESCRIPTION
 UTILITY EASEMENT
 PARCEL UE-4

PAGE NUMBER
3
 CF 4 PAGES

Prepared for: UCCS Date Submitted: April 25, 2018
 JOB NUMBER 223515-00011

ATTACHMENT 3

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado

North line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

NORTH NEVADA AVENUE
 (Right-of-Way Varies)

Regents of the
 University of Colorado
 Reception No. 098006317
 &
 Lot 1 Old Santa Fe
 Center Filing No. 1
 Reception No. 1584643

Regents of the University of Colorado
 Reception No. 474473
 Book 3086 Page 22
 aka Trembly Tract

Utility Easement
 Recept. No. 211095288

Utility Easement
 B 319 P 105

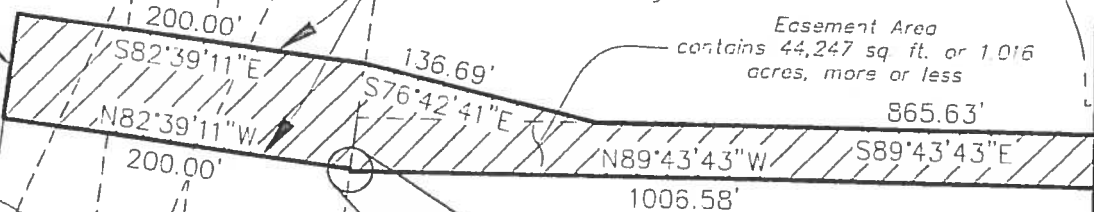
Centerline Sewer Easement
 Recept. No. 661418

Proposed Eagle Rock Road
 Right-of-Way

N07°20'49"E
 60.00'

EAGLE ROCK ROAD
 60' R.O.W.
 Recept. No. 1584643
 Plat Book C-4 Page 26

Easement Area
 contains 44,247 sq. ft. or 1.016
 acres, more or less

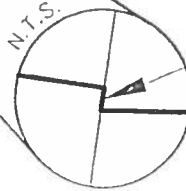


MATCHLINE SEE SHEET 3

Utility Easement
 Recept. No. 211095288

Lot 2 Old Santa Fe
 Center Filing No. 1
 Reception No. 1584643

Regents of the
 University of Colorado



0' 50' 100'
 SCALE IN FEET
 (1"=100')

This exhibit does not represent a monumented survey.
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5445 Mark Dab'ing Blvd.
 Suite 100
 Colorado Springs, CO 80918
 TEL 719.268.5800
 WWW.NV5.COM

ATTACHMENT 3 FOR LEGAL DESCRIPTION

UTILITY EASEMENT
 PARCEL UE-4

PAGE NUMBER

4

OF 4 PAGES

Prepared for: UCCS

Date Submitted: April 25, 2018

JOB NUMBER
 223515-00011

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective OCTOBER 2, 2018, by and between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose address is 1420 Austin Bluffs Parkway, Colorado Springs, CO 80918 and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1812 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties "

Recitals

- A. Grantor owns real property in El Paso County, Colorado, (the "Property") in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

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

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal descriptions attached hereto as **Attachment 1** ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, access roads or any other utility structures (including, but not limited to, communication facilities), and all necessary underground or aboveground cables, wires, and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections, and surface appurtenances (the "Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
2. **Easement Map.** Included with **Attachment 1 (Parcel UE-1 AND UE-2)** attached hereto are graphic representations of the Permanent Easement. In the event of an ambiguity in the legal descriptions, the graphical representations may be used to resolve said ambiguity.
3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for access to and from any roads, highways, streets, alleys, or any other point to the Permanent Easement, in order to perform Grantee's rights in the Permanent Easement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's operations on the Property.
4. **Grantor's Rights Unaffected.** Except as provided in Section 5 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

FIMS 800265 EA

5. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated improvements. Moreover, in no event shall Grantor:
- a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
 - b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee. Despite anything herein to the contrary, if the City approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided. Additionally, Grantor shall not construct any new, or alter any existing landfills, wetlands, water impoundments, and other similar uses within the Property, which might, in Grantee's reasonable discretion, endanger or interfere with any improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access, without the prior written consent of Grantee.

6. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the improvements or Grantee's rights in the Permanent Easement.

7. **Maintenance of Permanent Easement.** Grantor shall be responsible for the surface maintenance of the easement; however, Grantee shall have the perpetual right, but not the obligation, to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for damages arising there from.
8. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements.
9. **Nature of Easement and Additional Uses.** The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee. Grantee shall permit and authorize such other uses of the Permanent Easement that are consistent with the uses described in paragraph 1 herein and not hereby reserved in Grantor.
10. **Warranty of Title.** Grantor warrants that it has good and merchantable title to the Property and has the full right and lawful authority to grant the Permanent Easement. Further, Grantor warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in Grantor's title to the Property or Grantor's right to grant the Permanent Easement.
11. **Waiver.** The failure of either Party 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 either Party 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 either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
12. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder 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.
13. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
14. **No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and 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.
15. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
16. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
17. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities:
Utilities Development Services
P.O. Box 1103, Mail Code 1812
Colorado Springs, CO 80947-1812

Grantor:

University of Colorado Colorado Springs, Facilities Services
Attn: Associate Vice Chancellor for Campus Planning and Facilities Management
1420 Austin Bluffs Parkway
P.O. Box 7150
Colorado Springs, CO 80933-7150

18. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR: The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs

By: *Venkat Reddy*
Venkat Reddy, Chancellor
University of Colorado Colorado Springs
Date: 9/29/18

Approved as to Form:
Jennifer R. George
Office of University Counsel 9.24.18

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

The foregoing Instrument was acknowledged before me this 24th day of Sept., 2018 by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal.

My Commission Expires. March 7, 2021



(SEAL)

Notary Public *Iryse Kathleen Naro*

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

By: *Sabra Pustion*
Title: Contracts Case Supervisor
Date: 10/02/18

Approved as to form by the City Attorney's Office-Utilities Division

By: *Bethany Bengers*
Title: Senior Attorney

ATTACHMENT 1
LEGAL DESCRIPTION
UTILITY EASEMENT – WATERLINE

PARCEL UE-1

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 098006317 on January 20, 1998 in the records of the El Paso County Clerk & Recorder's office, State of Colorado situate in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 83° 28' 23" West, a distance of 1,067.50 feet to the **POINT OF BEGINNING**;

THENCE South 06° 46' 48" West, a distance of 249.65 feet to the North Right-of-Way line of Eagle Rock Road as recorded at Reception Number 1584643 (Plat Book C-4, Page 26) in the records of said county, whence the Northeast corner of said North Right-of-way line bears South 82° 39' 11" East a distance of 27.16 feet;

THENCE along said North Right-of-Way North 82° 39' 11" West a distance of 30.00 feet;

THENCE departing said Right-of-Way North 06° 46' 48" East, a distance of 250.78 feet;

THENCE along a non-tangent curve to the right having a radius of 535.09 feet, a central angle of 03° 12' 59" and an arc length of 30.04 feet. The chord of said curve bears South 80° 28' 48" East a distance of 30.03 feet to the **POINT OF BEGINNING**;

Said parcel contains 7,511 square feet or 0.172 acres, more or less;

Together with:

PARCEL UE-2

Being a portion of a parcel of land recorded by Warranty Deed at Reception Number 474473 (Book 3086 Page 22) on September 15, 1978 in the records of said County, situate in the Southeast one-quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 71° 17' 57" West a distance of 532.59 feet to the **POINT OF BEGINNING**;

THENCE South 03° 32' 07" West a distance of 20.00 feet;

THENCE North 86° 27' 53" West a distance of 10.00 feet;

THENCE North 03° 32' 07" East a distance of 20.00 feet;

THENCE South 86° 27' 53" East a distance of 10.00 feet to the **POINT OF BEGINNING**;

Said parcel contains an area of 200 square feet or 0.005 acres, more or less.

The combined area of said easements contains an area of 7,711 square feet or 0.177 acres, more or less;

Exhibits attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste. 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500

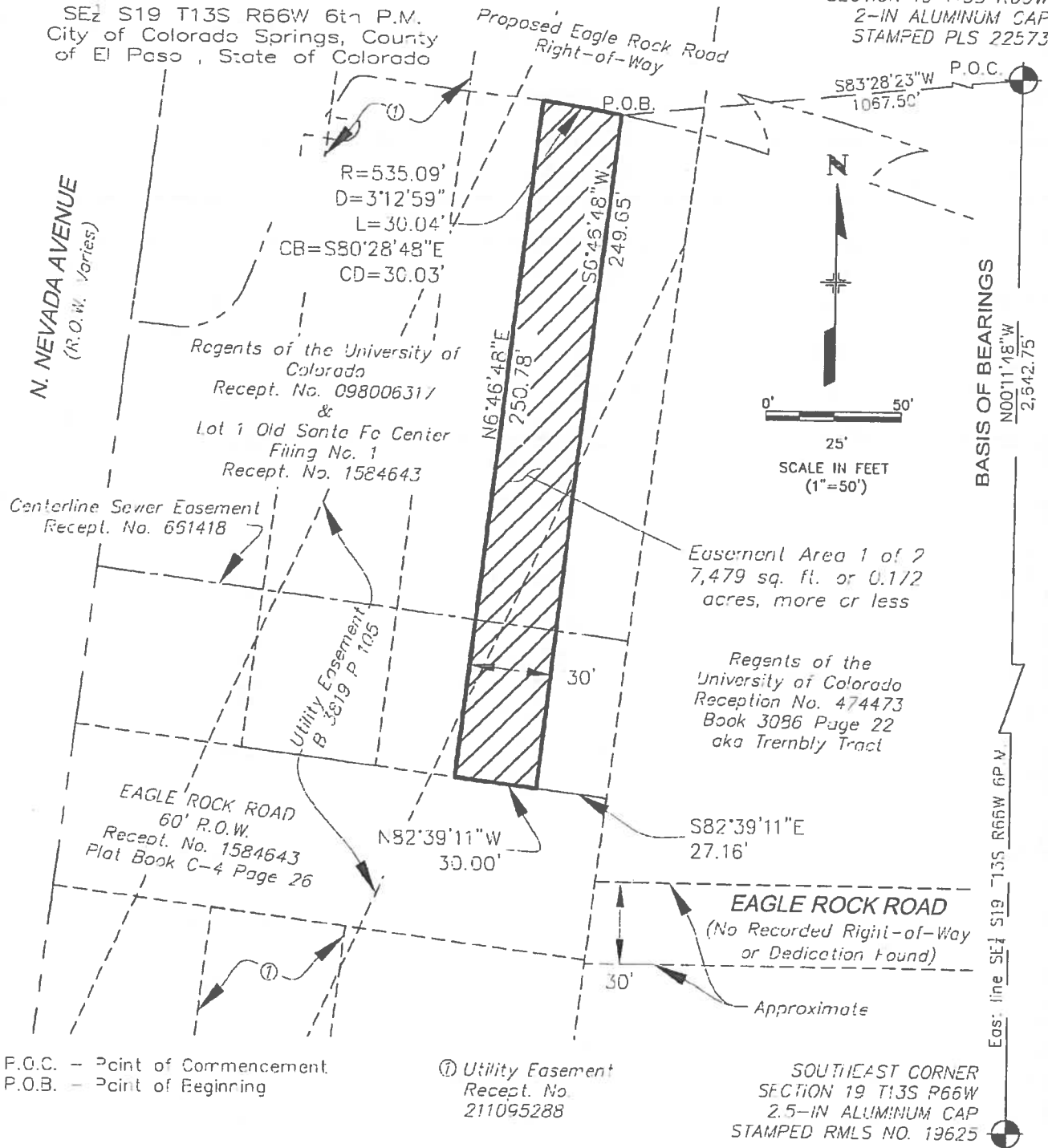


ATTACHMENT 1

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

SE $\frac{1}{2}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573



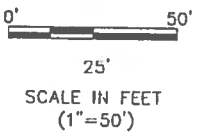
P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

① Utility Easement
Recept. No.
211095288

SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

East line SE $\frac{1}{2}$ S19 T13S R66W 6th P.M.

BASIS OF BEARINGS
N00°11'48"W
2,542.75'



N|V|5 5445 Mark Dabling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

ATTACHMENT 1 FOR LEGAL DESCRIPTION
UTILITY EASEMENT - WATERLINE
PARCEL UE-1

Prepared for: UCCS Date Submitted: April 25, 2018

PAGE NUMBER
3
OF 4 PAGES
JOB NUMBER
223515-00011

ATTACHMENT 1

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

Existing Utility Easement
Parcel D UE-5' per IGA
agreement between
UCCS and the City of
Colorado Springs,
FMS Doc no. 800255

POINT OF COMMENCEMENT
EAST 1/4 QUARTER
SECTION 19, T13S, R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573



S86°27'53"E
10.00'

S71°17'57"W
532.59'

N3°32'07"E
20.00'

POINT OF BEGINNING
S3°32'07"W
20.00'

Easement Area 2 of 2
200 sq.ft. or 0.005
acres, more or less

N86°27'53"W
10.00'

Regents of the
University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

Proposed Eagle Rock Road
Right-of-Way

BASIS OF BEARINGS
N00°11'48"W
2,642.75'

East line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

SOUTH/EAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED R/VLS NO. 19625

N|V|5 5445 Mark Dabbling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

ATTACHMENT 1 FOR LEGAL DESCRIPTION
UTILITY EASEMENT – WATERLINE
PARCEL UE-2

Prepared for: UCCS Date Submitted: April 25, 2018

PAGE NUMBER
4
OF 4 PAGES
JOB NUMBER
223515-00011

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective OCTOBER 2, 2018, by and between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose address is 1420 Austin Bluffs Parkway, Colorado Springs, CO 80918 and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1812 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns real property in El Paso County, Colorado, (the "Property") in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

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

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal descriptions attached hereto as **Attachment 2** ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, access roads or any other utility structures (including, but not limited to, communication facilities), and all necessary underground or aboveground cables, wires, and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections, and surface appurtenances (the "Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
2. **Easement Map.** Included with **Attachment 2 (Parcel UE-3)** attached hereto are graphic representations of the Permanent Easement. In the event of an ambiguity in the legal descriptions, the graphical representations may be used to resolve said ambiguity.
3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for access to and from any roads, highways, streets, alleys, or any other point to the Permanent Easement, in order to perform Grantee's rights in the Permanent Easement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's operations on the Property.
4. **Grantor's Rights Unaffected.** Except as provided in Section 5 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

5. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements. Moreover, in no event shall Grantor:
- a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
 - b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee. Despite anything herein to the contrary, if the City approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no Improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided. Additionally, Grantor shall not construct any new, or alter any existing landfills, wetlands, water impoundments, and other similar uses within the Property, which might, in Grantee's reasonable discretion, endanger or interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access, without the prior written consent of Grantee.

6. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Permanent Easement.

7. **Maintenance of Permanent Easement.** Grantor shall be responsible for the surface maintenance of the easement; however, Grantee shall have the perpetual right, but not the obligation, to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for damages arising therefrom.
8. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements.
9. **Nature of Easement and Additional Uses.** The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee. Grantee shall permit and authorize such other uses of the Permanent Easement that are consistent with the uses described in paragraph 1 herein and not hereby reserved in Grantor.
10. **Warranty of Title.** Grantor warrants that it has good and merchantable title to the Property and has the full right and lawful authority to grant the Permanent Easement. Further, Grantor warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in Grantor's title to the Property or Grantor's right to grant the Permanent Easement.
11. **Waiver.** The failure of either Party 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 either Party 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 either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
12. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder 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.
13. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
14. **No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and 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.
15. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
16. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
17. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities:
Utilities Development Services
P.O. Box 1103, Mail Code 1812
Colorado Springs, CO 80947-1812

Grantor:

University of Colorado Colorado Springs, Facilities Services
Attn: Associate Vice Chancellor for Campus Planning and Facilities Management
1420 Austin Bluffs Parkway
P.O. Box 7150
Colorado Springs, CO 80933-7150

18. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR: The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs

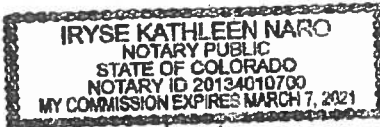
By: *Venkat Reddy*
Venkat Reddy, Chancellor
University of Colorado Colorado Springs
Date: 9/27/18

Approved as to Form:
Jennifer R. George
Office of University Counsel 9.24.18

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

The foregoing instrument was acknowledged before me this 24 day of Sept., 20 18, by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal.
My Commission Expires:



Iryse Kathleen Naro
(SEAL)

Notary Public

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

By: *Sabrina Patis*
Title: UTS Supervisor
Date: 10/01/2018

Approved as to form by the City Attorney's Office-Utilities Division

By: *Bethany Binger*
Title: Senior Attorney

**ATTACHMENT 2
LEGAL DESCRIPTION
UTILITY EASEMENT - SANITARY SEWER
PARCEL UE-3**

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities - Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Southerly point of the Basis of Bearings;

THENCE North 21° 56' 42" West a distance of 2,413.29 feet to a point on the North Right-of-Way line of Eagle Rock Road (no recorded Right-of-Way or dedication found), also being the **POINT OF BEGINNING**;

THENCE along said Right-of-Way North 89° 43' 43" West a distance of 30.00 whence the intersection of the East Right-of-Way line of Eagle Rock Road as recorded at Reception Number 1584643 (Plat Book C-4, Page 26) and said unrecorded North Right-of-Way line bears North 89° 43' 43" West a distance of 144.28 feet;

THENCE departing said unrecorded Right-of-Way North 00° 00' 00" East a distance of 244.32 feet;

THENCE along a non-tangent curve to the right having a radius of 155.16 feet, a central angle of 04° 26' 52" and an arc length of 12.04 feet. The chord of said curve bears South 67° 41' 23" East a distance of 12.04 feet.

THENCE South 66° 26' 22" East a distance of 20.58 feet;

THENCE South 00° 00' 00" East a distance of 231.66 feet to the **POINT OF BEGINNING**;

Said parcel contains 7,143 square feet or 0.164 acres, more or less;

Exhibit attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500



ATTACHMENT 2

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

EAST 1/4 CORNER OF SECTION 19, T13S, R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573

SE¹/₄ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

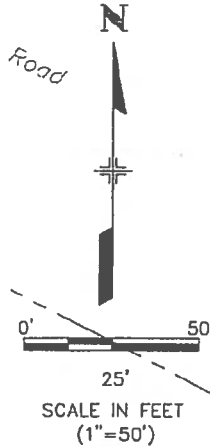
Easement
B 3819 P 105

R=155.16'
D=4°26'52"
L=12.04'
CB=S67°41'23"E
CD=12.04'

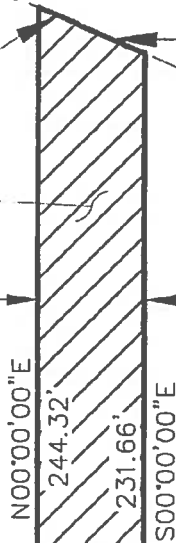
Permanent Easement Area -
Sanitary Sewer
7,143 sq. ft. or 0.164 acres,
more or less

Proposed Eagle Rock Road
Right-of-Way

S66°26'22"E
20.58'



BASIS OF BEARINGS
N00°1'48"W
2,542.75'



Regents of the University of Colorado
Reception No. 474473
Book 3086 Page 22
aka Trembly Tract

N89°43'43"W 144.28'
EAGLE ROCK ROAD
(No Recorded Right-of-Way
or Dedication Found)

N89°43'43"W

POINT OF
BEGINNING

Approximate

N21°56'42"W
2413.29' (TIE)

① EAGLE ROCK ROAD
60' R.O.W.
Recept. No. 1584643
Plat Book C-4 Page 26

② Regents of the University of Colorado
Reception No. 098006317
&
Lot 1 Old Santa Fe Center Filing No. 1
Reception No. 1584643

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED RMLS NO. 19625

East line SE¹/₄ S19 T13S R66W 6P.M.
N00°1'48"W
2,542.75'



5445 Mark Dabling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

ATTACHMENT 2 FOR LEGAL DESCRIPTION UTILITY EASEMENT - SANITARY SEWER PARCEL UE-3

Prepared for: UCCS

Date Submitted: April 25, 2018

PAGE NUMBER

3

OF 3 PAGES

JOB NUMBER

223515-00011

218115433

PGS 9

10/3/2018 8:39 AM

\$53.00 DF \$0.00

Electronically Recorded Official Records El Paso County CO

Chuck Broerman, Clerk and Recorder

TD1000 N

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective ~~OCTOBER 2~~ 2018, by and between The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose address is 1420 Austin Bluffs Parkway, Colorado Springs, CO 80918 and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1812 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns real property in El Paso County, Colorado, (the "Property") in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

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

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal descriptions attached hereto as **Attachment 3** ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, access roads or any other utility structures (including, but not limited to, communication facilities), and all necessary underground or aboveground cables, wires, and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections, and surface appurtenances (the "Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
2. **Easement Map.** Included with **Attachment 3 (Parcel UE-4)** attached hereto are graphic representations of the Permanent Easement. In the event of an ambiguity in the legal descriptions, the graphical representations may be used to resolve said ambiguity.
3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for access to and from any roads, highways, streets, alleys, or any other point to the Permanent Easement, in order to perform Grantee's rights in the Permanent Easement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's operations on the Property.
4. **Grantor's Rights Unaffected.** Except as provided in Section 5 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

FIMS 800265 EA-3

5. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements. Moreover, in no event shall Grantor:
- a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
 - b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee. Despite anything herein to the contrary, if the City approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no Improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided. Additionally, Grantor shall not construct any new, or alter any existing landfills, wetlands, water impoundments, and other similar uses within the Property, which might, in Grantee's reasonable discretion, endanger or interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access, without the prior written consent of Grantee.

6. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Permanent Easement.

7. **Maintenance of Permanent Easement.** Grantor shall be responsible for the surface maintenance of the easement; however, Grantee shall have the perpetual right, but not the obligation, to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for damages arising there from.
8. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements.
9. **Nature of Easement and Additional Uses.** The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee. Grantee shall permit and authorize such other uses of the Permanent Easement that are consistent with the uses described in paragraph 1 herein and not hereby reserved in Grantor.
10. **Warranty of Title.** Grantor warrants that it has good and merchantable title to the Property and has the full right and lawful authority to grant the Permanent Easement. Further, Grantor warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in Grantor's title to the Property or Grantor's right to grant the Permanent Easement.
11. **Waiver.** The failure of either Party 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 either Party 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 either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
12. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder 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.
13. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
14. **No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and 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.
15. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
16. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
17. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities:
Utilities Development Services
P.O. Box 1103, Mail Code 1812
Colorado Springs, CO 80947-1812

Grantor:

University of Colorado Colorado Springs, Facilities Services
Attn: Associate Vice Chancellor for Campus Planning and Facilities Management
1420 Austin Bluffs Parkway
P.O. Box 7150
Colorado Springs, CO 80933-7150

18. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR: The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs

By: *Venkat Reddy*
Venkat Reddy, Chancellor
University of Colorado Colorado Springs
Date: 9/27/18

Approved as to Form:
Jennifer B. Boyce
Office of University Counsel 9-24-18

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

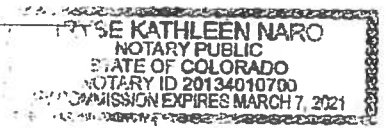
The foregoing instrument was acknowledged before me this 27 day of Sep, 2018, by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal.

My Commission Expires: March 7, 2021

Lynse Kathleen Naro

(SEAL)
Notary Public



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

By: *Subra Patro*
Title: UTS Supervisor
Date: 10/01/2018

Approved as to form by the City Attorney's Office-Utilities Division

By: *Bethany Beyer*
Title: Senior Attorney

**ATTACHMENT 3
LEGAL DESCRIPTION
UTILITY EASEMENT
PARCEL UE-4**

Being a portion of a parcel of land recorded by Warranty Deed at Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978, and a portion of a parcel of land recorded by Warranty Deed at Reception Number 098006317 on January 20, 1998 in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the Southeast quarter of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 08° 58' 22" West a distance of 413.29 feet to the Southwest corner of the Charles Fisher Subdivision as recorded at Reception Number 001453842 (Plat Book B-4 Page 9) in the records of said County, also being the Northwest corner of a Right-of-Way for highway purposes (Eagle Rock Road) as recorded by Warranty Deed at Reception Number 631965 on May 29, 1940 in the records of said County, and the **POINT OF BEGINNING**;

THENCE along the West line of said Right-of-Way South 00° 10' 01" East a distance of 30.00 feet to the Southwest corner of said Right-of-Way;

THENCE North 89° 43' 43" West a distance of 1,006.58 feet to the East line of Lot 2 of Old Santa Fe Center Filing No. 1 as recorded at Reception Number 1584643 (Plat Book C-4 Page 26) in the records of said County;

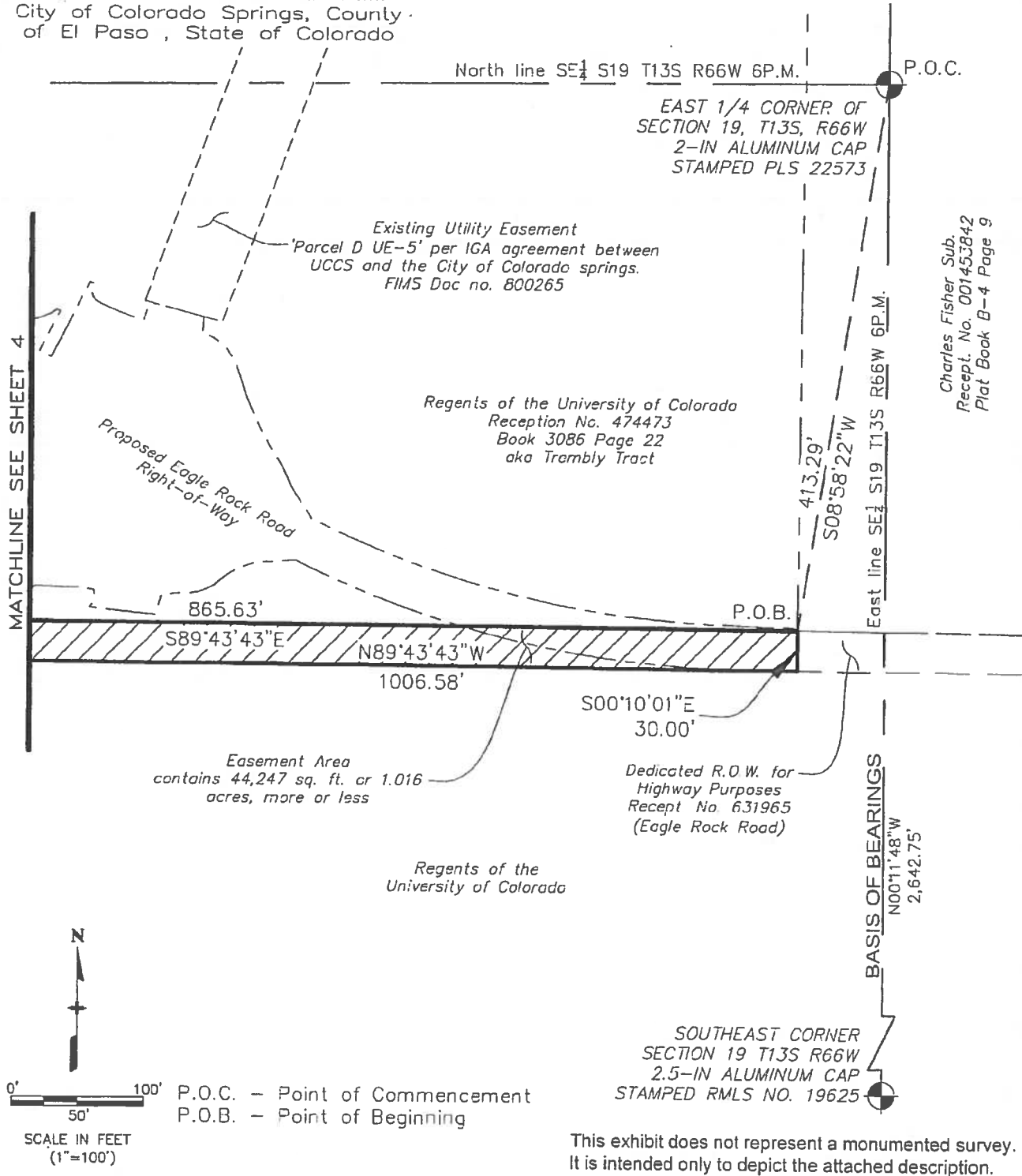
THENCE along said East line of Lot 2 North 07° 20' 48" East a distance of 1.26 feet to the Northeast corner of said Lot 2, also being the Southeast corner of the Eagle Rock Road Right-of-Way as shown on said Old Santa Fe Center Filing No. 1;

THENCE along the common boundary of said Lot 2 and said Eagle Rock Road Right-of-Way North 82° 39' 11" West a distance of 200.00 feet to the Northwest corner of said Lot 2, also being the East Right-of-Way of North Nevada Avenue and the Southwest corner of said Eagle Rock Road Right-of-Way;

THENCE along the common boundary of said North Nevada Avenue Right-of-Way and said Eagle Rock Road Right-of-Way of North Nevada Avenue North 07° 20' 49" East a distance of 60.00 feet to

ATTACHMENT 3

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado



This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

N|V|5 5445 Mark Dabling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

ATTACHMENT 3 FOR LEGAL DESCRIPTION
UTILITY EASEMENT
PARCEL UE-4

Prepared for: UCCS Date Submitted: April 25, 2018

PAGE NUMBER
3

OF 4 PAGES

JOB NUMBER
223515-00011

the Southwest corner of Lot 1 of said Old Santa Fe Center Filing No. 1, also being the Northwest corner of said Eagle Rock Road Right-of-Way;

THENCE departing said East Right-of-Way of North Nevada Avenue along the common boundary of said Lot 1 and said Eagle Rock Road Right-of-Way South 82° 39' 11" East a distance of 200.00 feet to the Southeast corner of said Lot 1, also being the Northeast corner of said Eagle Rock Road Right-of-Way;

THENCE South 76° 42' 41" East a distance of 136.69 feet;

THENCE South 89° 43' 43" East a distance of 865.63 feet to the **POINT OF BEGINNING**

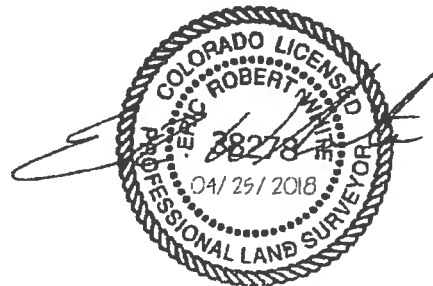
Said parcel contains an area of 44,247 square feet or 1.016 acres, more or less.

Exhibits attached and by this reference made a part hercof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste. 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500



ATTACHMENT 3

SE $\frac{1}{4}$ S19 T13S R66W 6th P.M.
 City of Colorado Springs, County
 of El Paso, State of Colorado

North line SE $\frac{1}{4}$ S19 T13S R66W 6P.M.

NORTH NEVADA AVENUE
 (Right-of-Way Varies)

Regents of the
 University of Colorado
 Reception No. 098006317
 &
 Lot 1 Old Santa Fe
 Center Filing No. 1
 Reception No. 1584643

Regents of the University of Colorado
 Reception No. 474475
 Book 3086 Page 22
 aka Trembly Tract

Utility Easement
 Recept. No. 211095288

Utility Easement
 B 319 P 105

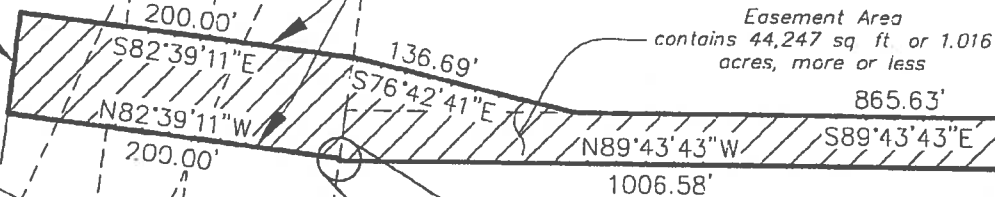
Centerline Sewer Easement
 Recept. No. 661418

Proposed Eagle Rock Road
 Right-of-Way

N07°20'49"E
 60.00'

EAGLE ROCK ROAD
 60' R.O.W.
 Recept. No. 1584643
 Plat Book C-4 Page 26

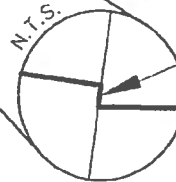
Easement Area
 contains 44,247 sq ft or 1.016
 acres, more or less



Utility Easement
 Recept. No. 211095288

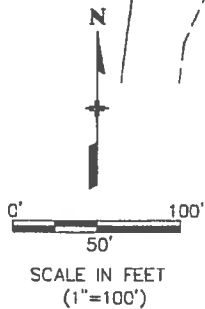
Lot 2 Old Santa Fe
 Center Filing No. 1
 Reception No 1584643

Regents of the
 University of Colorado



N07°20'48"E
 1.26'

MATCHLINE SEE SHEET 3



This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.

N|V|5 5445 Mark Dabling Blvd.
 Suite 100
 Colorado Springs, CO 80918
 TE. 719.268.5800
 WWW.NV5.COM

ATTACHMENT 3 FOR LEGAL DESCRIPTION
 UTILITY EASEMENT
 PARCEL UE-4

Prepared for: UCCS Date Submitted: April 25, 2018

PAGE NUMBER
 4
 OF 4 PAGES
 JOB NUMBER
 223515-00011

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective ~~OCTOBER 2~~, 2018, by and between The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose address is 1420 Austin Bluffs Parkway, Colorado Springs, CO 80918 and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1812 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns real property in El Paso County, Colorado, (the "Property") in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

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

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal descriptions attached hereto as **Attachment 4** ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, access roads or any other utility structures (including, but not limited to, communication facilities), and all necessary underground or aboveground cables, wires, and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections, and surface appurtenances (the "Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
2. **Easement Map.** Included with **Attachment 4 (Parcel UE-5)** attached hereto are graphic representations of the Permanent Easement. In the event of an ambiguity in the legal descriptions, the graphical representations may be used to resolve said ambiguity.
3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for access to and from any roads, highways, streets, alleys, or any other point to the Permanent Easement, in order to perform Grantee's rights in the Permanent Easement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's operations on the Property.
4. **Grantor's Rights Unaffected.** Except as provided in Section 5 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

5. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements. Moreover, in no event shall Grantor:
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11. **Waiver.** The failure of either Party 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 either Party 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 either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
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15. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
16. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
17. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities:
Utilities Development Services
P.O. Box 1103, Mail Code 1812
Colorado Springs, CO 80947-1812

Grantor:

University of Colorado Colorado Springs, Facilities Services
Attn: Associate Vice Chancellor for Campus Planning and Facilities Management
1420 Austin Bluffs Parkway
P.O. Box 7150
Colorado Springs, CO 80933-7150

18. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR: The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs

By: *Venkat Reddy*
Venkat Reddy, Chancellor
University of Colorado Colorado Springs
Date: 9/27/18

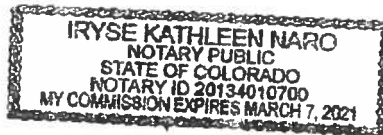
Approved as to Form:
Jennifer R. Gorge
Office of University Counsel 9.24.18

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

The foregoing instrument was acknowledged before me this 24 day of Sept, 2018, by Venkat Reddy as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal.

My Commission Expires:



(SEAL)

Notary Public

Iryse Kathleen Naro

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

By: *M. D. Hylle*
Title: Field Eng Supervisor
Date: 10/3/2018

Approved as to form by the City Attorney's Office-Utilities Division

By: *Bethany Dinger*
Title: Senior Attorney

**ATTACHMENT 4
LEGAL DESCRIPTION
UTILITY EASEMENT - GAS & ELECTRIC
PARCEL UE-5**

Being a portion of a parcel of land recorded in a Warranty Deed under Reception Number 00474473 (Book 3086, Page 22) on September 15, 1978 in the records of the El Paso County Clerk & Recorder's office, State of Colorado located in the East half of Section 19, Township 13 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

BASIS OF BEARINGS: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum of 1983(2011). The Basis of Bearings is the East line of the Southeast one-quarter of Section 19, T13S, R66W of the Sixth Principal Meridian. The South point of said line is a found 2 ½ inch aluminum cap stamped "RMLS NO. 19625". This point is known locally as FIMS 6305J (Colorado Springs Utilities – Facility Information management System). The North point of said line is a found 2-inch aluminum cap stamped "Mariotti PLS 22573". The Basis of Bearings between said points is North 00° 11' 48" West a distance of 2,642.75 feet.

COMMENCING at the Northerly point of the Basis of Bearings;

THENCE South 70° 06' 34" West a distance of 533.17 feet to the **POINT OF BEGINNING**;

THENCE North 75° 23' 31" West a distance of 60.33 feet;

THENCE North 20° 37' 15" East a distance of 375.10 feet;

THENCE along a non-tangent curve to the left having a radius of 1,427.71 feet, a central angle of 17° 59' 04" and an arc length of 448.14 feet. The chord of said curve bears North 08° 14' 59" East a distance of 446.30 feet;

THENCE North 89° 15' 27" East a distance of 60.00 feet;

THENCE along a non-tangent curve to the right having a radius of 1,487.71 feet, a central angle of 18° 03' 12" and an arc length of 468.76 feet. The chord of said curve bears South 08° 17' 03" West a distance of 466.82 feet;

THENCE South 20° 37' 15" West a distance of 370.53 feet to the **POINT OF BEGINNING**;

Said parcel contains 49,876 square feet or 1.145 acres, more or less.

Exhibit attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
April 25, 2018

NV5, Inc.
5445 Mark Dabling Blvd., Ste 100
Colorado Springs, Colorado 80918
Tel: (719) 268-8500



ATTACHMENT 4

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

F₂ S19 T13S R66W 6th P.M.
City of Colorado Springs, County
of El Paso, State of Colorado

Easement Area
49,876 sq. ft. or 1.145
acres, more or less
(Parcel D UE-5' FIMS
Doc. No. 800265)

R=1427.71'
D=17°59'04"
L=448.14'
CB=N08°14'59"E
CD=446.30'

R=1487.71'
D=18°03'12"
L=468.76'
CB=S08°17'03"W
CD=465.82'

Regents of the University
of Colorado
Reception No. 474473
Book 3085 Page 22
aka Trembly Tract

EAST 1/4 CORNER
SECTION 19 T13S R66W
2-IN ALUMINUM CAP
STAMPED PLS 22573 P.O.C.

North line SE₁ S19 T13S R66W 6P.M.

N75°23'31"W
60.33'

N20°37'15"E
375.10'

S20°37'15"W
370.53'

S70°05'34"W
533.17'

East line NE₁ S19 T13S R66W 6P.M.

East line SE₁ S19 T13S R66W 6P.M.

BASIS OF BEARINGS
N00°11'48"W
2,642.75'

Regents of the University
of Colorado
Reception No. 474473
Book 308E Page 22
aka Trembly Tract

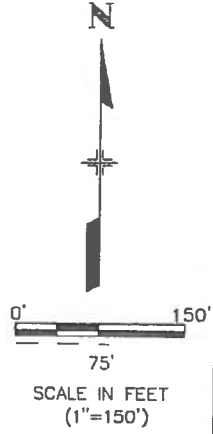
SCOUTEAST CORNER
SECTION 19 T13S R66W
2.5-IN ALUMINUM CAP
STAMPED P.M.S NO. 19625

Approximate

Proposed Eagle Rock Road
Right-of-Way

P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

① EAGLE ROCK ROAD
(No Recorded Right-of-Way or
Dedication Found)



Charles Fisher Sub.
Plat Book 5-4 Page 9

N|V|5 5445 Mark Dabbling Blvd.
Suite 100
Colorado Springs, CO 80918
TEL 719.268.5800
WWW.NV5.COM

ATTACHMENT 4 FOR LEGAL DESCRIPTION
UTILITY EASEMENT - GAS AND ELECTRIC
PARCEL UE-5

Prepared for: UCCS Date Submitted: April 25, 2018

PAGE NUMBER
3

OF 3 PAGES

JOB NUMBER
223515-00011