

REAL ESTATE LAND EXCHANGE AND DONATION AGREEMENT

(Trading Post Land Exchange)

THIS REAL ESTATE LAND EXCHANGE AND DONATION OF PROPERTY AGREEMENT (“Agreement”), made effective the date of the last signature hereto (“Effective Date”), is between the **CITY OF COLORADO SPRINGS**, Colorado, a home rule city and Colorado municipal corporation, (“City”), on behalf of its Parks, Recreation and Cultural Services Department (“Parks”) whose address is 30 South Nevada Avenue, Suite 502, Colorado Springs, CO 80903 and **TIM O AND TERRANCE E HAAS PTR LLP**, a Colorado limited liability partnership (“Haas”), whose address is 324 Beckers Lane, Manitou Springs, CO 80829. City and Haas are referred to together as the “Parties”, or each singularly as a “Party”. Haas desires to realign Beckers Lane which would improve the parking lot layout for Haas Property (defined in Section 1.1 below) and would provide improved traffic flow to and from the City Property (also defined in Section 1.1 below), therefore the Parties agree as follows:

I. LAND EXCHANGE OF PROPERTY

- 1.1 City Exchange Property. The City is the owner, and Parks is the Controlling Department, of the property known as Garden of the Gods, which encompasses approximately 620 acres of real property in the City of Colorado Springs, Colorado, also known as El Paso County Tax Schedule Number 73000-00-462 (the “City Property”) as depicted on **Exhibit A**. Approximately 1.63 acres of the City Property as described and depicted on **Exhibits B, C, D & E** is hereby defined as the “City Exchange Property”.
- 1.2 Haas Exchange Property. Haas is the owner of approximately 8.32 acres of real property which borders the City Exchange Property and is situated in the City of Manitou Springs, Colorado, also known as El Paso County Tax Schedule Numbers 74041-06-003 and 74041-00-007 (the “Haas Property”) as depicted on **Exhibit F**. Approximately 2.63 acres of the Haas Property described on **Exhibit G** and depicted on **Exhibit H** (together with any and all rights, ways and easements appurtenant thereto, including buildings, improvements and construction thereon) is hereby defined as the “Haas Exchange Property”. The City Exchange Property and the Haas Exchange Property may collectively be referred to herein as the “Exchange Properties”.
- 1.3 Land Exchange. Subject to the terms and conditions of this Agreement, and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which

are hereby acknowledged by the Parties, the City shall convey to Haas the City Exchange Property, subject to City and Utility easements to be determined by the City, and in exchange Haas shall convey to the City the Haas Exchange Property. The difference between the fair market value of the City Exchange Property and the Haas Exchange Property will be recognized as a donation to the City by Haas, subject to City Council approval as provided in Section 6.3 of this Agreement.

- 1.4 Fair Market Value for Haas Exchange Property. The Parties agree that the fair market value, as supported by an appraisal, of the Haas Exchange Property is four hundred fifty thousand and 00/100 dollars (\$450,000.00).
- 1.5 Fair Market Value for City Exchange Property. The Parties agree that the fair market value, as supported by an appraisal, of the City Exchange Property is three hundred thirty-five thousand and 00/100 dollars (\$335,000.00).
- 1.6 Earnest Money. Execution of this Agreement is for the mutual benefit of the Parties and no deposit of earnest money is required.

II. CLOSING

- 2.1 Time and Place of Closing. The consummation of the transactions contemplated herein (“Closing”) shall occur at the offices of Land Title Guarantee Company (“Title Company”), located at 102 S. Tejon Street, Suite 760, Colorado Springs, Colorado 80903 at a date and time mutually agreed upon by the Parties, but in no event later than July 31, 2023, unless extended by the mutual agreement of the Parties (“Closing Date”).
- 2.2 Procedure:
- A. Haas Closing Deliveries: At or before Closing, Haas shall deliver to the Title Company to be deposited into escrow:
- i. a duly executed General Warranty Deed, substantially in the form of **Exhibit I**, attached hereto and made a part hereof, (“Haas Deed”) conveying the Haas Exchange Property to the City; and
 - ii. good funds equal to any amounts owed by Haas as shown on the settlement statement prepared by Title Company and approved by the Parties; and
 - iii. any documents required under Section 2.2D.

- B. City Closing Deliveries: At or before Closing, City shall deliver to the Title Company to be deposited into escrow:
- i. a duly executed Quitclaim Deed, substantially in the form of **Exhibit J**, attached hereto and made a part hereof, (“City Deed”) conveying the City Exchange Property to Haas; and
 - ii. good funds equal to any amounts owed by the City as shown on the settlement statement prepared by Title Company and approved by the Parties; and
 - iii. any documents required under Section 2.2D.
- C. Real Property Taxes. Haas shall be responsible for paying all property taxes and assessments on the Haas Exchange Property that have accrued through the date of Closing.
- D. Closing Requirements. At or before Closing, the Parties shall deliver to the Title Company any affidavits, instruments, and documents as are customarily required in connection with a transfer of real property in El Paso County, Colorado, in a form acceptable to the other Party.
- E. Conditions Precedent to Closing. Unless waived by the aggrieved Party, the land exchange contemplated by this Agreement is contingent upon all of the following:
- i. each Party maintaining marketable title to their respective properties to be conveyed by such Party at Closing.
 - ii. the absence of lawsuits or litigation affecting either of the Exchange Properties.
 - iii. the absence of adverse material changes to the physical condition (including environmental conditions) of the Exchange Properties.
 - iv. compliance by the Parties with the material terms of this Agreement.
 - v. authorization by City Council evidenced by a resolution authorizing the land exchange and donation.
- F. Disbursement. Upon satisfaction of all conditions precedent and closing requirements, Title Company will take the following actions:
- i. Record the Haas Deed and the City Deed.
 - ii. Take such actions as are customarily required of an escrow agent or title company in connection with a transfer of real property in El Paso County, Colorado.
- G. Possession.

- i. Haas shall deliver possession of the Haas Exchange Property to City at the time the Haas Deed is recorded.
 - ii. The City shall deliver possession of the City Exchange Property to Haas, subject to the conditions and restrictions provided in this Agreement, if any, at the time the City Deed is recorded.
- 2.3 Closing Costs. City shall pay 100% of all title insurance policies on the Haas Exchange Property. Haas shall pay 100% of all title insurance policies on the City Exchange Property and all real estate taxes on the Haas Exchange Property that have accrued through the date of the recording of the applicable deed. Each Party shall pay 50% of all other costs of Closing including but not limited to recording fees, closing fees, and documentary fees, if any.

III. TITLE AND DUE DILIGENCE

- 3.1 Title Commitment and Policy. City shall instruct the Title Company to prepare a commitment for an owner's title insurance policy for the Haas Exchange Property in an amount equal to the Fair Market Value as identified in Section 1.4.
- 3.2 Due Diligence. Each Party shall, at its own cost and expense, be entitled to conduct such due diligence as that Party may deem reasonable or necessary. Due diligence may include, but not be limited to, title review, appraisal, surveying and environmental testing and reports. All environmental tests and reports shall be kept confidential, to the extent permitted by law. The Parties shall have through 5:00 pm Denver, Colorado time on February 20, 2023 (the "Due Diligence Date") within which to determine, in their sole discretion, that all aspects, including the condition of title, to the Exchange Properties are satisfactory to each Party.
- 3.3 No Warranty. Haas acknowledges that they are receiving sufficient time and opportunity to investigate the title to the City Exchange Property, and City makes no representation or warranty as to the title to the City Exchange Property.
- 3.4 City Access. Haas hereby grants the City and its contractors and agents access at all times to the Haas Exchange Property for the purpose of carrying out due diligence investigations and inspections. City, on behalf of itself and its contractors and agents, waives and releases any claims against Haas for injury or damage suffered as a result of such entry not caused by the negligence of Haas, its employees, agents, contractors, successors and assigns. All access rights shall expire upon the termination of this Agreement.

- 3.5 Haas Access. City hereby grants Haas and its contractors and agents access at all times to the City Exchange Property for the purpose of carrying out due diligence investigations and inspections. Haas, on behalf of itself and its contractors and agents, waives and releases any claims against City for injury or damage suffered as a result of such entry not caused by the negligence of City, its employees, agents, contractors, successors and assigns. All access rights shall expire upon the termination of this Agreement.
- 3.6 Disclosure. City shall disclose to Haas all environmental information that the City has in its custody. Haas shall disclose to City all environmental information that Haas has in its custody. Initial disclosures shall be made within ten (10) days after the date of this Agreement. If new information becomes available, disclosure shall be made within ten (10) days of discovery. This clause shall not obligate any Party to conduct additional investigation or to obtain or create reports not otherwise in its custody.
- 3.7 Termination. Either Party may terminate this Agreement on or before the Closing Date by providing notice of such termination as otherwise provided herein. Upon termination by either Party, this Agreement shall terminate, and all obligations of the Parties shall cease.
- 3.8 Ongoing Obligations. Each Party's obligation to disclose environmental information shall continue on and after the Due Diligence Date until Closing or termination of this Agreement. City shall further disclose to Haas any adverse material changes to the physical condition of the City Exchange Property and any material changes to the City's title to the City Exchange Property, which occurs on or after the Effective Date until Closing or termination of this Agreement. Haas shall further disclose to City any adverse material changes to the physical condition of the Haas Exchange Property and any material changes to Haas' title to the Haas Exchange Property, which occurs on or after the Effective Date until Closing or termination of this Agreement.

IV. CONDITION OF CITY EXCHANGE PROPERTY

- 4.1 Physical Condition of City Exchange Property. Haas acknowledges that the City has made no representations or warranties concerning the conditions of soils or drainage conditions or environmental conditions on the City Exchange Property, or the possible consequences of any of these conditions.

4.2 AS IS. Haas understands and agrees that the City Exchange Property will be conveyed by the City to Haas AS IS, where-is, with all faults, without any warranty or representation, express or implied. Haas hereby agrees, acknowledges and affirms to City that it shall accept the City Exchange Property in an AS IS condition. City hereby expressly disclaims any and all warranties, whether express or implied, with the respect to the City Exchange Property, including without limitation, any warranty of habitability, merchantability, or fitness for a particular use.

V. CONDITION OF HAAS PROPERTY

5.1 Physical Condition of Property. City acknowledges that Haas has made no representations or warranties concerning the conditions of soils or drainage conditions or environmental conditions on the Haas Exchange Property, or the possible consequences of any of these conditions.

5.2 AS IS. City understands and agrees that the Haas Exchange Property will be conveyed by Haas to City AS IS, where-is, with all faults, without any warranty or representation, express or implied. City hereby agrees, acknowledges and affirms to Haas that it shall accept the Haas Exchange Property in an AS IS condition. Haas hereby expressly disclaims any and all warranties, whether express or implied, with the respect to the Haas Exchange Property, including without limitation, any warranty of habitability, merchantability, or fitness for a particular use.

VI. SPECIAL PROVISIONS

6.1 No New Liens.

- A. Haas agrees that it will not place any new easements, liens or encumbrances on the Haas Exchange Property from and after the date of this Agreement through Closing or the termination of this Agreement, except any easement authorized by the City.
- B. City agrees that it will not place any new easements, liens or encumbrances on the City Exchange Property from and after the date of this Agreement through Closing or the termination of this Agreement, except any easement authorized by the Haas.

- 6.2 Recordation. The City, at its sole discretion, may record this Agreement with the El Paso County Clerk and Recorder.
- 6.3 Approvals. Pursuant to Chapter 6, Section 6.8 of *The City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests, Revised 2021*, Closing is contingent on approval of the land exchange herein by the Colorado Springs' City Council.
- 6.4 Maintenance for Existing Beckers Lane. Upon Closing, Haas hereby agrees to maintain and repair, as needed, Beckers Lane in its current alignment as it crosses the City Exchange Property, in a condition which shall be substantially the same as exists at the time of execution of this Agreement. Such maintenance shall be performed by Haas until construction of the new alignment of Beckers Lane is complete, pursuant to City standards as outlined in the City's Pavement Design Criteria Manual, such completion being evidenced by the City's final acceptance of Beckers Lane in its new alignment.
- 6.5 Easement for Beckers Lane. City will reserve a public improvement easement covering the existing alignment of Beckers Lane where it crosses the City Exchange Property.
- 6.6 Right of First Refusal. At Closing, Haas shall grant to the City a right of first refusal to purchase the City Exchange Property legally described on **Exhibit D** and depicted on **Exhibit E**, which is substantially in the form of the Right of First Refusal ("ROFR") attached hereto as **Exhibit K**.

VII. NOTICES AND OTHER DELIVERIES

- 7.1 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 mail. Notices shall be in writing and be addressed and delivered as follows:

HAAS:	CITY:
Tim O and Terrance E Haas Ptr LLP c/o Timothy S. Haas, Chief Executive Member 324 Beckers Lane Manitou Springs, CO 80829 Phone: (719) 339-4522 Email: tim@gogtradingpost.com	City of Colorado Springs Darlene Kennedy Real Estate Services Manager 30 South Nevada Avenue, Suite 502 Colorado Springs, CO 80903 Phone: (719) 385-5605 darlene.kennedy@coloradosprings.gov With copy to: Kellie Billingsley Senior Real Estate Specialist 30 South Nevada Avenue, Suite 502 Colorado Springs, CO 80903 Phone: (719) 385-5611 kellie.billingsley@coloradosprings.gov

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

VIII. INTERPRETATION OF AGREEMENT

- 8.1 Governing Law. This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, ordinances, rules and regulation of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado.
- 8.2 Force and Effect. If any provision of this Agreement shall be determined to be invalid, illegal or without force by a court of law or rendered so by legislative act, then the remaining provisions of this Agreement shall remain in full force and effect.
- 8.3 Headings. The article and section headings in this Agreement are for convenience only and shall not be used in the interpretation of or considered part of this Agreement.
- 8.4 Appropriation of Funds. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado

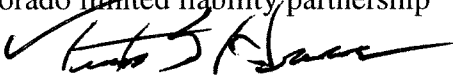
Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

- 8.5 No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claims or right of action by any other or third person or entity related to the Agreement. It is the express intention of the Parties that any person or entity other than the Parties to this Agreement receiving services or benefits under this Agreement shall be deemed incidental beneficiaries only.
- 8.6 Successors and Assigns to the Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City and Haas. Neither the City nor Haas shall assign or otherwise transfer this Agreement or any right or obligation under this Agreement, without the prior written consent of the other Party.
- 8.7 Entire Agreement, Modification, Survival. This Agreement constitutes the entire agreement between the Parties relating to the matters contained herein, and any prior agreements pertaining to the subject of this Agreement, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties. Any obligation or agreement set forth in this Agreement that, by its terms, is intended to be performed after termination or Closing shall survive Closing.

SIGNATURE PAGE

HAAS:

Tim O and Terrance E Haas Ptr LLP, a Colorado limited liability partnership

By: 
Timothy S. Haas, Managing Partner

6/6/23
Date

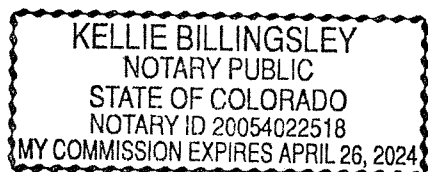
State of Colorado)
)ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 6th day of June 2023, by Timothy S. Haas as the Managing Partner of the Tim O and Terrance E Haas Ptr LLP, a Colorado limited liability partnership.

Witness my hand and official seal

My commission expires: 04/26/2024


Notary Public



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

ATTEST:

Sarah B. Johnson
Sarah B. Johnson, City Clerk

By: Blessing A. Mabo lade, Mayor

By: Britt I. Haley
Britt I. Haley, Parks, Recreation and Cultural Services Director

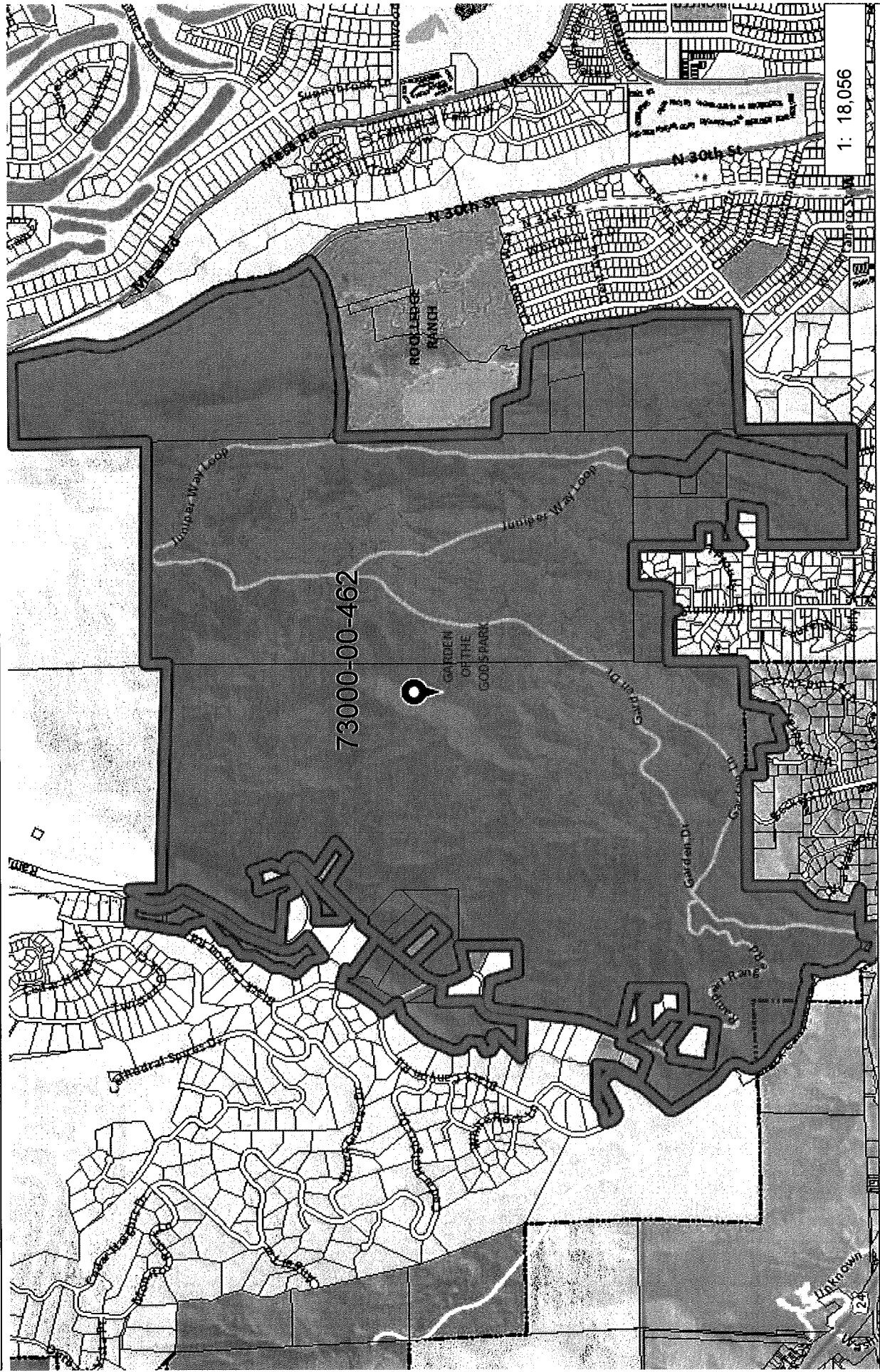
Approved as to form:

M. J. M.
Office of the City Attorney





Exhibit A - City Property



1: 18,056

3,009.3 0 1,504.66 3,009.3 Feet



NAD_1983_StatePlane_Colorado_Central_FIPS_0502_Feet
© Latitude Geographics Group Ltd.

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**EXHIBIT B
LEGAL DESCRIPTION**

A PORTION OF A PARCEL OF LAND RECORDED AT BOOK 869, PAGE 414, ON JANUARY 18, 1932, AND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE SOUTH 88°46'06" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 512.41 FEET;

THENCE NORTH 1°34'26" WEST, TANGENT TO THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 78.85 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 30°20'31", A CHORD BEARING OF NORTH 13° 35' 49" EAST AND A CHORD DISTANCE OF 18.32 FEET, AN ARC DISTANCE OF 18.53 FEET;

THENCE NORTH 28°46'05" EAST, A DISTANCE OF 65.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF GARDEN LANE, RECORDED AT BOOK 616, PAGE 279, ON JANUARY 7, 1924;

THENCE SOUTH 59°07'15" EAST, COINCIDENT WITH SAID SOUTH RIGHT OF WAY LINE AND NON-TANGENT TO THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 131.71 FEET;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 874.68 FEET, A CENTRAL ANGLE OF 15°08'51", A CHORD BEARING OF SOUTH 86° 05' 15" EAST AND A CHORD DISTANCE OF 230.57 FEET, AN ARC DISTANCE OF 231.24 FEET TO SAID SOUTH RIGHT OF WAY LINE;

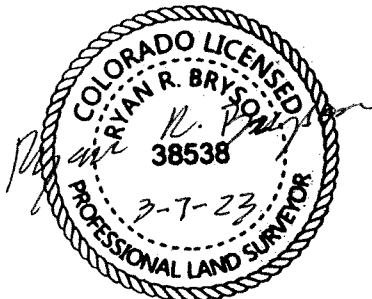
THENCE NORTH 78°54'45" EAST, NON-TANGENT TO THE PREVIOUS DESCRIBED CURVE AND COINCIDENT WITH SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 137.50 FEET;

THENCE SOUTH 0°29'13" EAST, A DISTANCE OF 85.96 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 43191 SQ. FT. (0.992 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.

PREPARED BY:
 RYAN R. BRYSON, COLORADO PLS 38538
 FOR AND ON BEHALF OF JACOBS ENGINEERING GROUP INC.
 6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
 GREENWOOD VILLAGE, CO 80111
 RYAN.BRYSON@JACOBS.COM



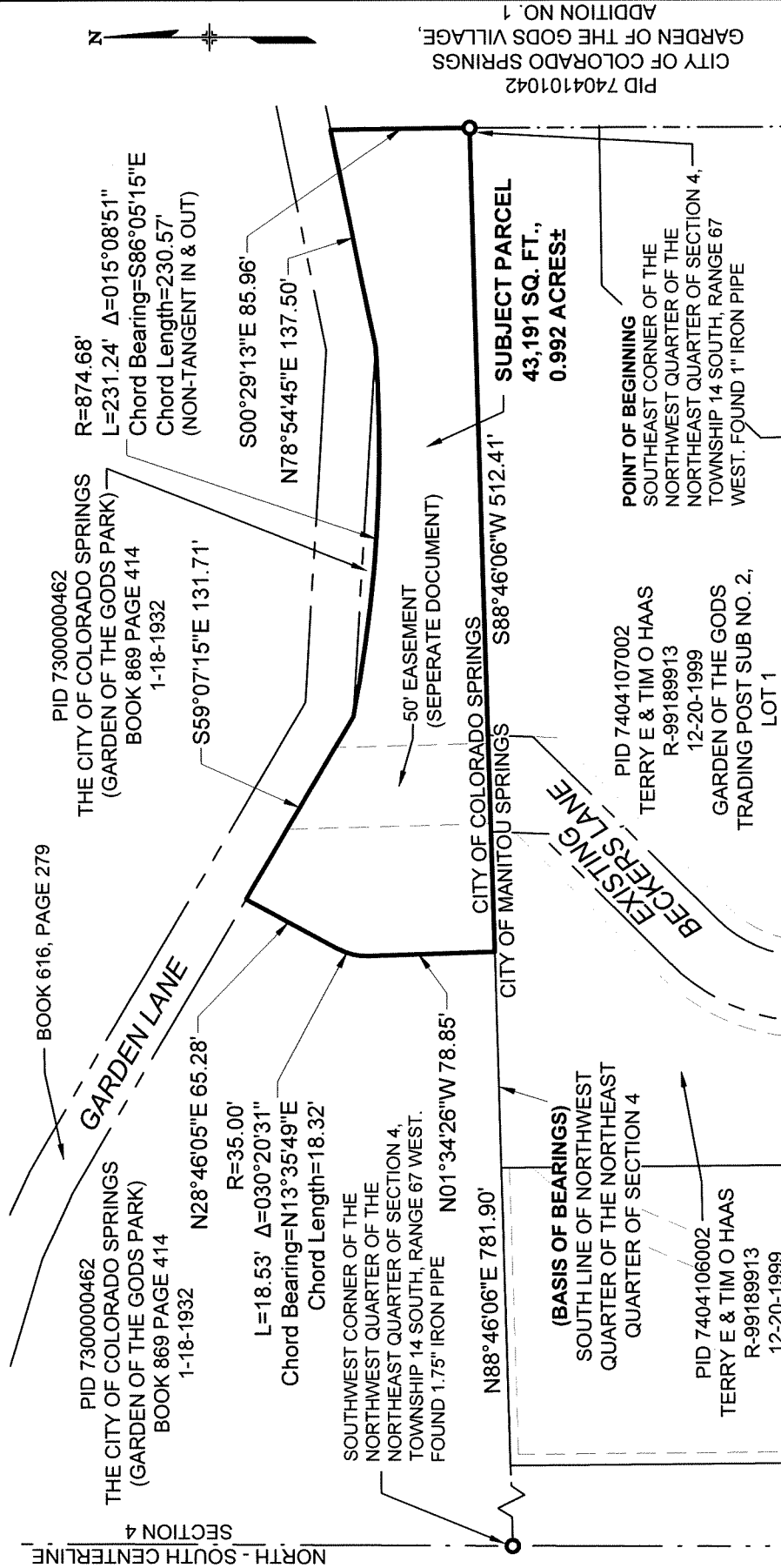
JACOBS PROJECT NO.				WXXZ6222	
CLIENT PROJECT NO.					
REVISION DESCRIPTION					
DRAWN	SRP	DATE	2-14-23	SCALE	N/A

JACOBS
 6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N
 GREENWOOD VILLAGE, COLORADO 80111
 (303) 771-0900 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

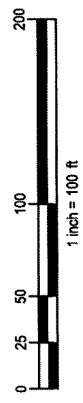
GARDEN OF THE GODS TRADING POST PROJECT		
LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO		
TITLE: TRADING POST EXHIBIT FOR PARCEL EXCHANGE		
REVISION: 1	DRAWING NO. WXXZ622 GOG-EXHIBITS-REV1.DWG	SHEET NO. 1 OF 2

EXHIBIT C

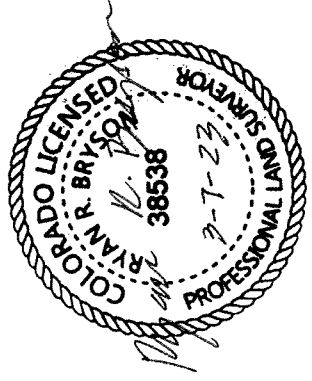


THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

SUBJECT PARCEL AREA= 43,191 SQ. FT., 0.992 ACRES±



JACOBS PROJECT NO. WXXZ6222	
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN	RRB BDW
DATE 2-14-23	SCALE 1" = 100'
TITLE: GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO	
TRADING POST EXHIBIT FOR PARCEL EXCHANGE	
REVISION: 1	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG
SHEET NO. 2 OF 2	



JACOBS
 6312 S. FURNESS STREET, SUITE 300N
 GREENWOOD VILLAGE, COLORADO 80111
 (303) 771-0900 FAX (303) 820-4842
 THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

**EXHIBIT D
LEGAL DESCRIPTION**

A PORTION OF A PARCEL OF LAND RECORDED AT BOOK 869, PAGE 414, ON JANUARY 18, 1932, AND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 88°46'06" EAST, COINCIDENT WITH THE SOUTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 587.81 FEET TO THE **POINT OF BEGINNING**.

THENCE NORTH 01°21'21" WEST, A DISTANCE OF 186.00 FEET;

THENCE NORTH 88°46'06" EAST, A DISTANCE OF 178.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GARDEN LANE, RECORDED AT BOOK 616, PAGE 279;

THENCE SOUTH 59°07'15" EAST, COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1.86 FEET;

THENCE SOUTH 28°46'05" WEST, TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 67.50 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 95.00, A CENTRAL ANGLE OF 30°20'31", A CHORD BEARING SOUTH 13°35'49" WEST, A DISTANCE OF 49.72 FEET, AND AN ARC DISTANCE OF 50.31 FEET;

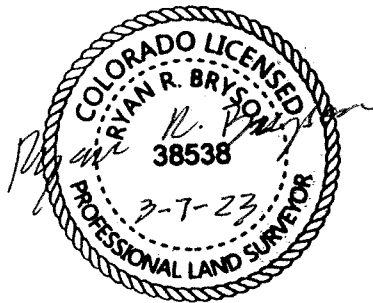
THENCE SOUTH 01°34'12" EAST, TANGENT WITH THE PREVIOUS DESCRIBED CURVE, A DISTANCE OF 78.49 FEET TO SAID SOUTH LINE;

THENCE SOUTH 88°46'06" WEST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 134.09 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 26,881 SQ. FT. (0.617 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.

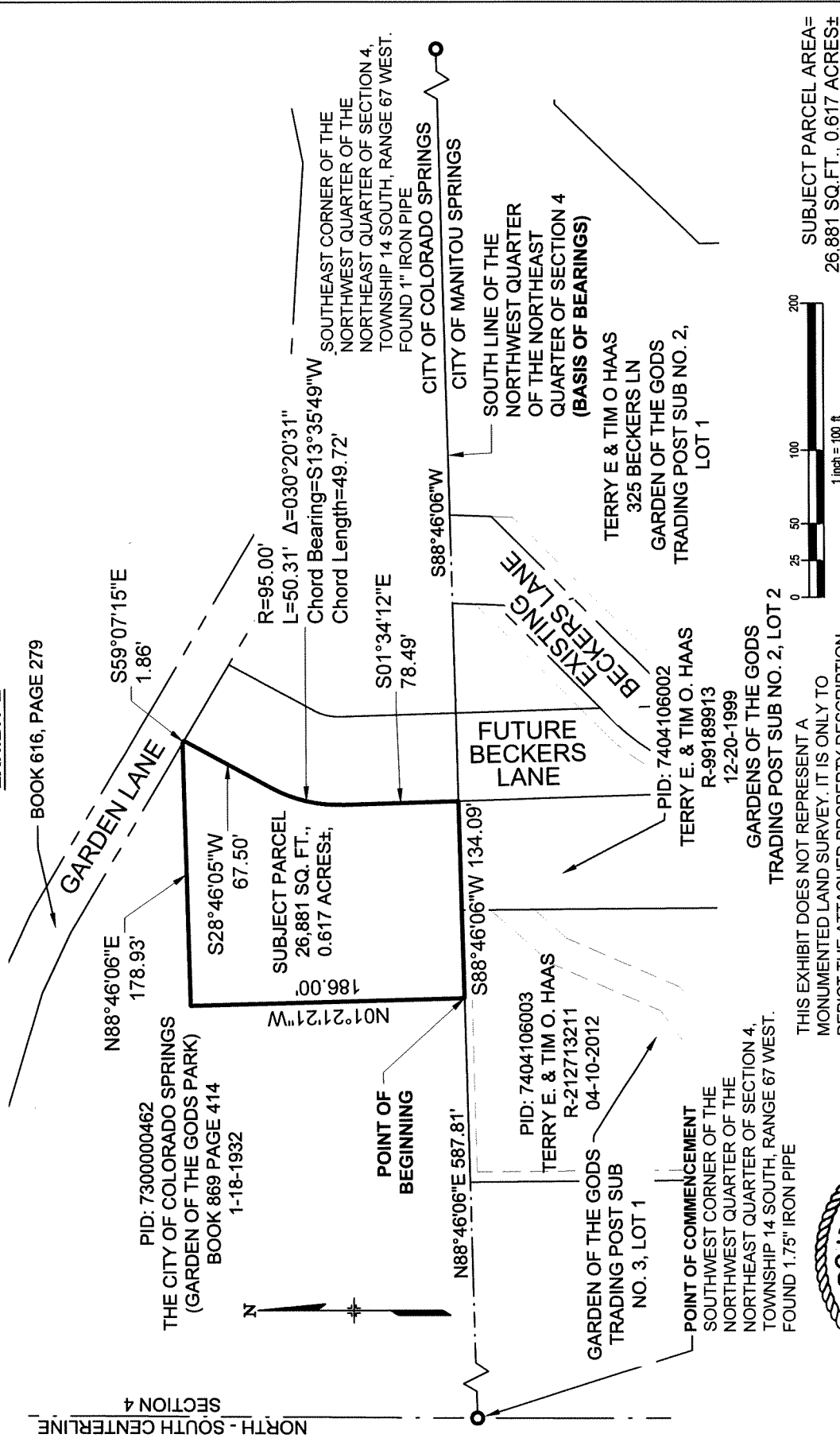
PREPARED BY:
RYAN R. BRYSON, COLORADO PLS 38538
FOR AND ON BEHALF OF
JACOBS ENGINEERING GROUP INC.
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, CO 80111
RYAN.BRYSON@JACOBS.COM



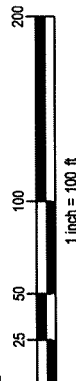
JACOBS PROJECT NO. WXXZ6222				<p align="center">GARDEN OF THE GODS TRADING POST PROJECT</p> <p align="center">LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO</p>			
CLIENT PROJECT NO.							
REVISION DESCRIPTION							
DRAWN	SLS	DATE 02-14-23	SCALE	N/A	TITLE: TRADING POST EXHIBIT FOR PARCEL EXCHANGE		
<p align="center">JACOBS</p> <p align="center">6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 Fax (303) 820-4842</p> <p><small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.</small></p>					REVISION:	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG	SHEET NO. 1 OF 2

EXHIBIT E

BOOK 616, PAGE 279

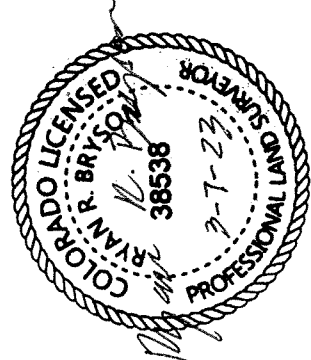


SUBJECT PARCEL AREA = 26,881 SQ. FT., 0.617 ACRES ±



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

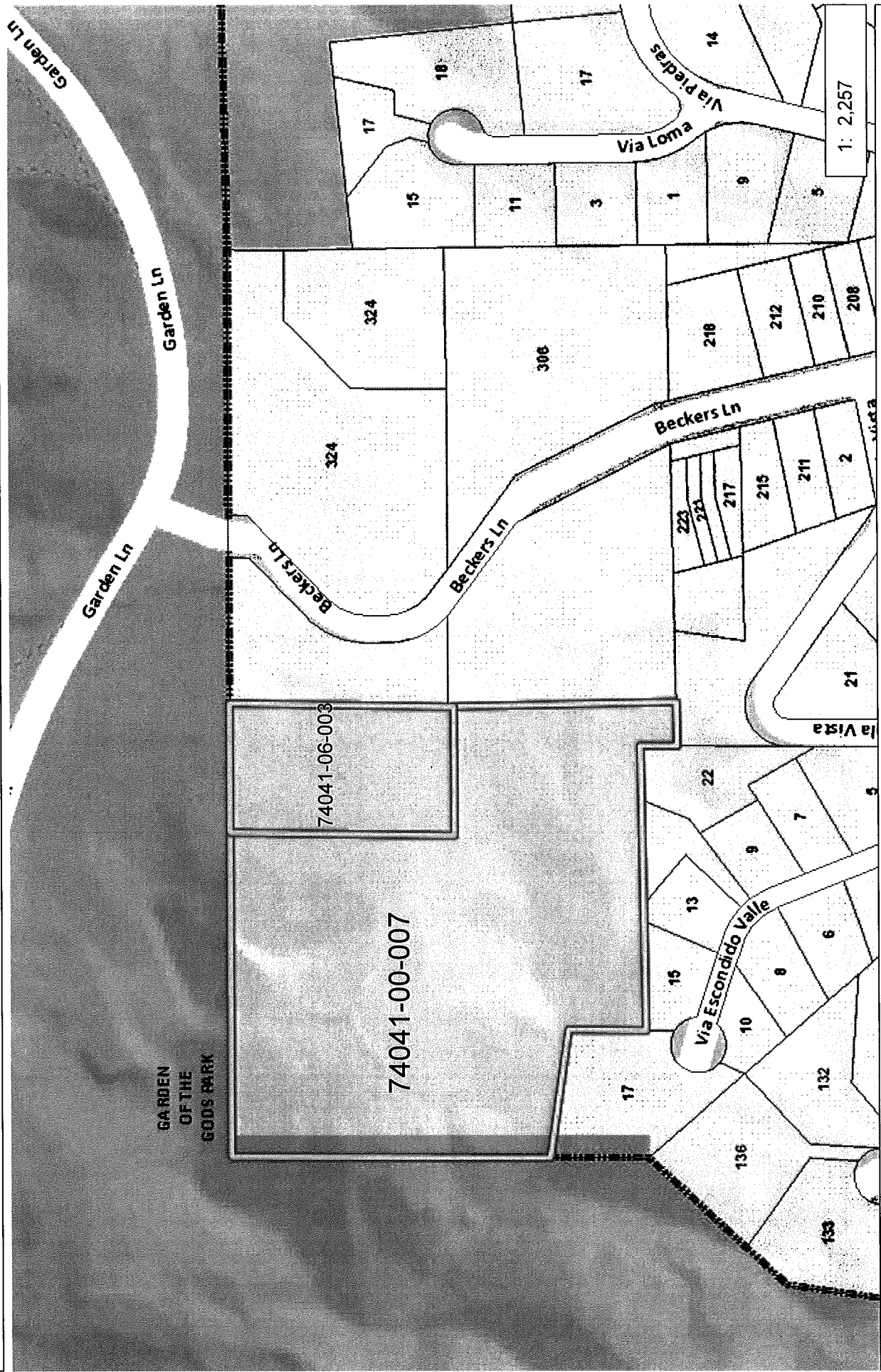
JACOBS PROJECT NO. WXXZ6222	
CLIENT PROJECT NO.	UPDATED PROPOSED ROW
REVISION DESCRIPTION	
DRAWN	RRB BDW
DATE	2-14-23
SCALE	1" = 100'
<p>Jacobs 6313 S. FIDDLERS GREEN CIRCLE, SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-9800 FAX (303) 820-4842</p> <p><small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROPOSED PROJECT. NO MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.</small></p>	
<p>GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM. COUNTY OF EL PASO, COLORADO</p>	
<p>TRADING POST EXHIBIT FOR PARCEL EXCHANGE</p>	
TITLE:	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG
REVISION: 1	SHEET NO. 2 OF 2



NORTH - SOUTH CENTERLINE SECTION 4



Exhibit F - Haas Property



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376.2 0 188.08 376.2 Feet

NAD_1983_StatePlane_Colorado_Central_FIPS_0602_Feet
© Latitude Geographics Group Ltd.

**EXHIBIT G
LEGAL DESCRIPTION**

A PORTION OF A PARCEL OF LAND RECORDED IN TRUSTEE DEED AT RECEPTION NO. 095100622, BOOK 6729, PAGE 1069, ON SEPTEMBER 21, 1995, AND A PORTION OF LOT 1, GARDEN OF THE GODS TRADING POST SUBDIVISION FILING NO. 3, RECORDED AT RECEPTION NO. 212713211, ON APRIL 10, 2012 AND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE NORTH 88°46'06" EAST, COINCIDENT WITH THE NORTH LINE OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 587.81 FEET;

THENCE SOUTH 01°21'21" EAST, A DISTANCE OF 105.50 FEET;

THENCE SOUTH 88°46'06" WEST, A DISTANCE OF 127.36 FEET;

THENCE SOUTH 36°52'15" WEST, A DISTANCE OF 158.21 FEET;

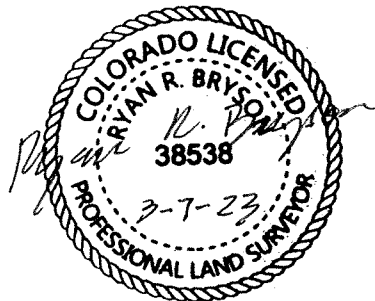
THENCE SOUTH 88°46'06" WEST, A DISTANCE OF 368.72 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 4;

THENCE NORTH 0°10'57" EAST, COINCIDENT WITH SAID NORTH-SOUTH CENTERLINE, A DISTANCE OF 230.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 113,955 SQ. FT. (2.616 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.

PREPARED BY:
RYAN R. BRYSON, COLORADO PLS 38538
FOR AND ON BEHALF OF JACOBS ENGINEERING GROUP INC.
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, CO 80111
RYAN.BRYSON@JACOBS.COM



JACOBS PROJECT NO. WXXZ6222		GARDEN OF THE GODS TRADING POST PROJECT <small>LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO</small>		
CLIENT PROJECT NO.				
REVISION DESCRIPTION				
DRAWN	SLS	DATE 02-14-23	SCALE N/A	TITLE:
 <small>6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 Fax (303) 820-4842</small>				COLORADO SPRINGS EXHIBIT FOR PARCEL EXCHANGE
REVISION:		DRAWING NO.	SHEET NO.	
		WXXZ622_GOG-EXHIBITS-REV1.DWG	1 OF 2	

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

EXHIBIT H

PID: 7300000462
 THE CITY OF COLORADO SPRINGS
 (GARDEN OF THE GODS PARK)
 BOOK 869 PAGE 414
 1-18-1932

POINT OF BEGINNING
 NORTHWEST CORNER OF THE SOUTHWEST
 QUARTER OF THE NORTHEAST QUARTER OF
 SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67
 WEST. FOUND 1.75" IRON PIPE

CITY OF COLORADO SPRINGS N88°46'06"E 587.81'
 CITY OF MANITOU SPRINGS

SUBJECT PARCEL
 113,955 SQ. FT.,
 2.616 ACRES±

PID: 7300000462
 THE CITY OF COLORADO SPRINGS
 (GARDEN OF THE GODS PARK)
 BOOK 869 PAGE 414
 1-18-1932

PID: 7404100007
 TERRY E. & TIM O. HAAS
 R-095100622
 BK6729 PG1069
 PARCEL A

PID: 7404106003
 TERRY E. & TIM O. HAAS
 R-212713211
 04-10-2012

NORTH LINE OF SOUTHWEST
 QUARTER OF THE NORTHEAST
 QUARTER OF SECTION 4
 (BASIS OF BEARINGS)

5' PUBLIC UTILITY &
 DRAINAGE EASEMENT

7' PUBLIC
 UTILITY &
 DRAINAGE
 EASEMENT

20' WATER LINE
 EASEMENT

60' UTILITY, ACCESS &
 PARKING EASEMENT

50' UTILITY,
 ACCESS &
 PARKING
 EASEMENT

5' PUBLIC UTILITY &
 DRAINAGE EASEMENT

GARDEN LANE

NORTHEAST CORNER OF THE SOUTH
 WEST QUARTER OF THE NORTHEAST
 QUARTER OF SECTION 4, TOWNSHIP 14
 SOUTH, RANGE 67 WEST. FOUND 1" IRON
 PIPE

S88°46'06"W 706.51'

EXISTING
 BECKERS LANE

GARDEN OF THE GODS
 TRADING POST SUB
 NO. 3, LOT 1

S01°21'21"W
 105.50'
 S88°46'06"W
 127.36'

S36°52'15"W 158.21'

S88°46'06"W 368.72'

N00°10'57"E 230.07'


CENTERLINE SECTION 4

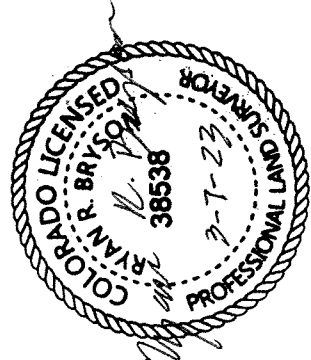
NORTH - SOUTH



SUBJECT PARCEL AREA =
 113,955 SQ. FT., 2.616 ACRES±

THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY. IT IS ONLY TO
 DEPICT THE ATTACHED PROPERTY DESCRIPTION.

JACOBS PROJECT NO. WXXZ6222		GARDEN OF THE GODS TRADING POST PROJECT	
CLIENT PROJECT NO.		LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO	
REVISION DESCRIPTION			
DRAWN	RRB BDW	DATE	SCALE
		3/7/23	1" = 100'
			
6313 S. FIMBLES STREET, SUITE 100N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 FAX (303) 520-4642			
TITLE: COLORADO SPRINGS EXHIBIT FOR PARCEL EXCHANGE			
DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG			SHEET NO. 2 OF 2



THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS. THE USER ASSUMES ALL RISK OF USE.

EXHIBIT I
GENERAL WARRANTY DEED
Haas Exchange Property

TIM O AND TERRANCE E HAAS PTR LLP, a Colorado limited liability partnership (“Grantor”), whose address is 324 Beckers Lane, Manitou Springs, Colorado 80829 for the consideration of one and no/100 dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the **CITY OF COLORADO SPRINGS**, Colorado, a home rule city and Colorado municipal corporation (“Grantee”), whose address is 30 South Nevada Avenue, Suite 502, Colorado Springs, CO 80903, the following real property in the County of El Paso and State of Colorado, to wit:

The property more particularly described on **Attachment A** and depicted on **Attachment B** attached hereto and made a part hereof;

also known as a portion of El Paso County Tax Schedule Numbers 74041-06-003 and 74041-00-007;

together with all its appurtenances, and warrants the title to the same, subject to all matters of record.

Signed this _____ day of _____, 20__.

GRANTOR:

Tim O and Terrance E Haas Ptr LLP, a Colorado limited liability partnership

EXHIBIT

By: _____
Timothy S. Haas, Managing Partner

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Timothy S. Haas as the Managing Partner of the Tim O and Terrance E Haas Ptr LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: _____

EXHIBIT

Notary Public

GRANTEE:

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

Accepted:

EXHIBIT

By: _____ Date: _____
Darlene Kennedy, Real Estate Services Manager

EXHIBIT

By: _____
Britt I. Haley, Parks, Recreation and Cultural Services Director

Approved as to Form:

EXHIBIT

Office of the City Attorney

**ATTACHMENT A
LEGAL DESCRIPTION**

A PORTION OF A PARCEL OF LAND RECORDED IN TRUSTEE DEED AT RECEPTION NO. 095100622, BOOK 6729, PAGE 1069, ON SEPTEMBER 21, 1995, AND A PORTION OF LOT 1, GARDEN OF THE GODS TRADING POST SUBDIVISION FILING NO. 3, RECORDED AT RECEPTION NO. 212713211, ON APRIL 10, 2012 AND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE NORTH 88°46'06" EAST, COINCIDENT WITH THE NORTH LINE OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 587.81 FEET;

THENCE SOUTH 01°21'21" EAST, A DISTANCE OF 105.50 FEET;

THENCE SOUTH 88°46'06" WEST, A DISTANCE OF 127.36 FEET;

THENCE SOUTH 36°52'15" WEST, A DISTANCE OF 158.21 FEET;

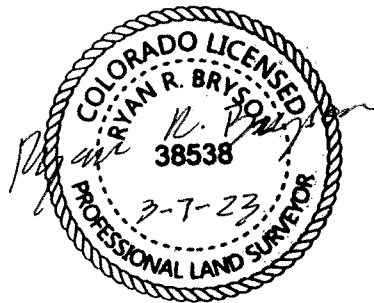
THENCE SOUTH 88°46'06" WEST, A DISTANCE OF 368.72 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 4;

THENCE NORTH 0°10'57" EAST, COINCIDENT WITH SAID NORTH-SOUTH CENTERLINE, A DISTANCE OF 230.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 113,955 SQ. FT. (2.616 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.

PREPARED BY:
RYAN R. BRYSON, COLORADO PLS 38538
FOR AND ON BEHALF OF JACOBS ENGINEERING GROUP INC.
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, CO 80111
RYAN.BRYSON@JACOBS.COM



JACOBS PROJECT NO. WXXZ6222			
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	SLS	DATE 02-14-23	SCALE N/A

JACOBS
6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, COLORADO 80111
(303) 771-0900 Fax (303) 820-4842
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO		
TITLE: COLORADO SPRINGS EXHIBIT FOR PARCEL EXCHANGE		
REVISION:	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG	SHEET NO. 1 OF 2

ATTACHMENT B

PID: 730000462
 THE CITY OF COLORADO SPRINGS
 (GARDEN OF THE GODS PARK)
 BOOK 869 PAGE 414
 1-18-1932

POINT OF BEGINNING
 NORTHWEST CORNER OF THE SOUTHWEST
 QUARTER OF THE NORTHEAST QUARTER OF
 SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67
 WEST. FOUND 1.75" IRON PIPE

CITY OF COLORADO SPRINGS N88°46'06"E 587.81'

CITY OF MANITOU SPRINGS

SUBJECT PARCEL
 113,955 SQ. FT.,
 2.616 ACRES±

S88°46'06"W 368.72'

PID: 730000462
 THE CITY OF COLORADO SPRINGS
 (GARDEN OF THE GODS PARK)
 BOOK 869 PAGE 414
 1-18-1932

PID: 7404100007
 TERRY E. & TIM O. HAAS
 R-095100622
 BK6729 PG1069
 PARCEL A

NORTH LINE OF SOUTHWEST
 QUARTER OF THE NORTHEAST
 QUARTER OF SECTION 4
 (BASIS OF BEARINGS)

5' PUBLIC UTILITY &
 DRAINAGE EASEMENT

GARDEN OF THE GODS
 TRADING POST SUB
 NO. 3, LOT 1

105.50'

S01°21'21"W
 127.36'

S88°46'06"W

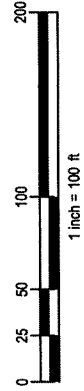
20' WATER LINE
 EASEMENT

PID: 7404106003
 TERRY E. & TIM O. HAAS
 R-212713211
 04-10-2012
 60' UTILITY, ACCESS &
 PARKING EASEMENT

50' UTILITY,
 ACCESS &
 PARKING
 EASEMENT

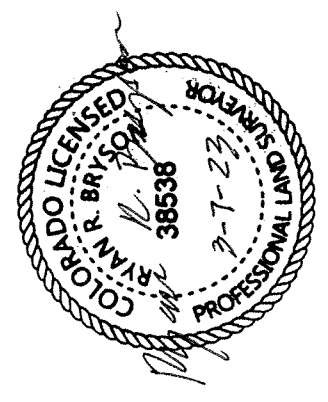
5' PUBLIC UTILITY &
 DRAINAGE EASEMENT

THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY. IT IS ONLY TO
 DEPICT THE ATTACHED PROPERTY DESCRIPTION.



SUBJECT PARCEL AREA =
 113,955 SQ. FT., 2.616 ACRES±

JACOBS PROJECT NO.	WXXX2622		
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	RRB BDW	DATE	3/7/23
SCALE	1" = 100'		
6312 S. FIDELITY GREEN CIRCLE, SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 Fax (303) 820-4842 <small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WERE PREPARED BY JACOBS FOR THE EXCLUSIVE USE OF THE USER. NO RESPONSIBILITY WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE RISK OF THE USER.</small>			



GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM. COUNTY OF EL PASO, COLORADO	
TITLE:	COLORADO SPRINGS EXHIBIT FOR PARCEL EXCHANGE
DRAWING NO.	WXX2622_GOG-EXHIBITS-REV1.DWG
REVISION:	
SHEET NO.	2 OF 2

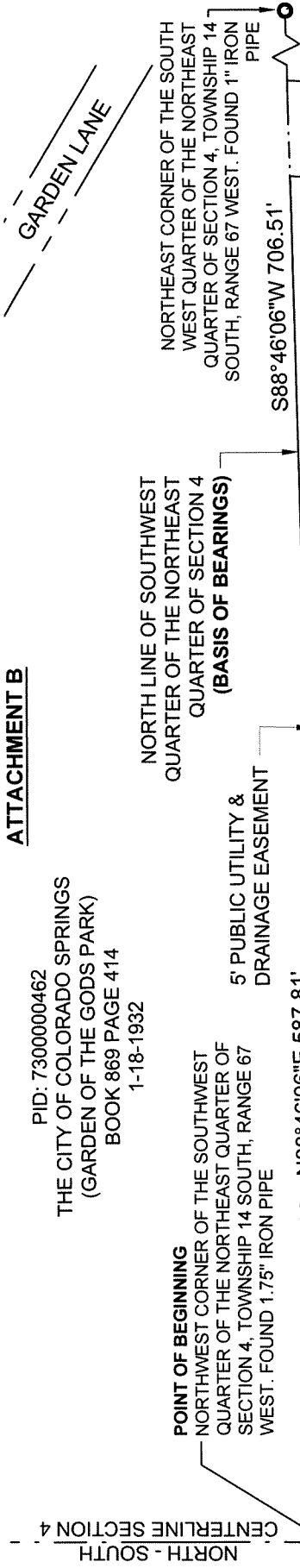


EXHIBIT J
QUITCLAIM DEED
City Exchange Property

The **CITY OF COLORADO SPRINGS**, Colorado, a home rule city and Colorado municipal corporation, acting by and through _____, Mayor ("Grantor"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado, 80903, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration in hand paid, hereby sells and quitclaims to **TIM O AND TERRANCE E HAAS PTR LLP**, a Colorado limited liability partnership ("Grantee"), whose street address is 324 Beckers Lane, Manitou Springs, Colorado 80829, County of El Paso and State of Colorado, all rights, title and interest the Grantor may have in and to the following described property, if any, situated in the City of Colorado Springs, Colorado, to wit:

The property more particularly described and depicted on **Attachments A, B, C and D** attached hereto and made a part hereof;

also known as a portion of El Paso County Tax Schedule Number 73000-00-462;

subject to all statutory exceptions and Grantee's commitment to maintain the existing alignment of Beckers Lane according to the standard as outlined in the City's Pavement Design Criteria Manual until the construction of the new alignment of Beckers Lane is complete, such completion being evidenced by City's final acceptance of Beckers Lane in its new alignment.

Excepting and reserving unto Grantor:

1. a permanent utility easement as described on **Attachment E**; and
2. a permanent park trail easement approximately 15' wide as described on **Attachment F** and depicted on **Attachment G**; and
3. a permanent public improvement easement as described on **Attachment H** and depicted on **Attachment I**.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized officer this _____ day of _____ 20____.

GRANTOR:

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

EXHIBIT

By: _____
_____, Mayor

ATTEST:

EXHIBIT

Sarah B. Johnson, City Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____ as Mayor of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation.

Witness my hand and seal

My Commission Expires: _____

EXHIBIT

Notary Public

Approved as to Form:

EXHIBIT

City Attorney's Office

Accepted:

EXHIBIT

By: _____
Timothy S. Haas, Managing Partner

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Timothy S. Haas as the Managing Partner of the Tim O and Terrance E Haas Ptr LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: _____

EXHIBIT

Notary Public

**ATTACHMENT A
LEGAL DESCRIPTION**

A PORTION OF A PARCEL OF LAND RECORDED AT BOOK 869, PAGE 414, ON JANUARY 18, 1932, AND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE SOUTH 88°46'06" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 512.41 FEET;

THENCE NORTH 1°34'26" WEST, TANGENT TO THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 78.85 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 30°20'31", A CHORD BEARING OF NORTH 13° 35' 49" EAST AND A CHORD DISTANCE OF 18.32 FEET, AN ARC DISTANCE OF 18.53 FEET;

THENCE NORTH 28°46'05" EAST, A DISTANCE OF 65.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF GARDEN LANE, RECORDED AT BOOK 616, PAGE 279, ON JANUARY 7, 1924;

THENCE SOUTH 59°07'15" EAST, COINCIDENT WITH SAID SOUTH RIGHT OF WAY LINE AND NON-TANGENT TO THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 131.71 FEET;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 874.68 FEET, A CENTRAL ANGLE OF 15°08'51", A CHORD BEARING OF SOUTH 86° 05' 15" EAST AND A CHORD DISTANCE OF 230.57 FEET, AN ARC DISTANCE OF 231.24 FEET TO SAID SOUTH RIGHT OF WAY LINE;

THENCE NORTH 78°54'45" EAST, NON-TANGENT TO THE PREVIOUS DESCRIBED CURVE AND COINCIDENT WITH SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 137.50 FEET;

THENCE SOUTH 0°29'13" EAST, A DISTANCE OF 85.96 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 43191 SQ. FT. (0.992 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.

PREPARED BY:
 RYAN R. BRYSON, COLORADO PLS 38538
 FOR AND ON BEHALF OF JACOBS ENGINEERING GROUP INC.
 6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
 GREENWOOD VILLAGE, CO 80111
 RYAN.BRYSON@JACOBS.COM



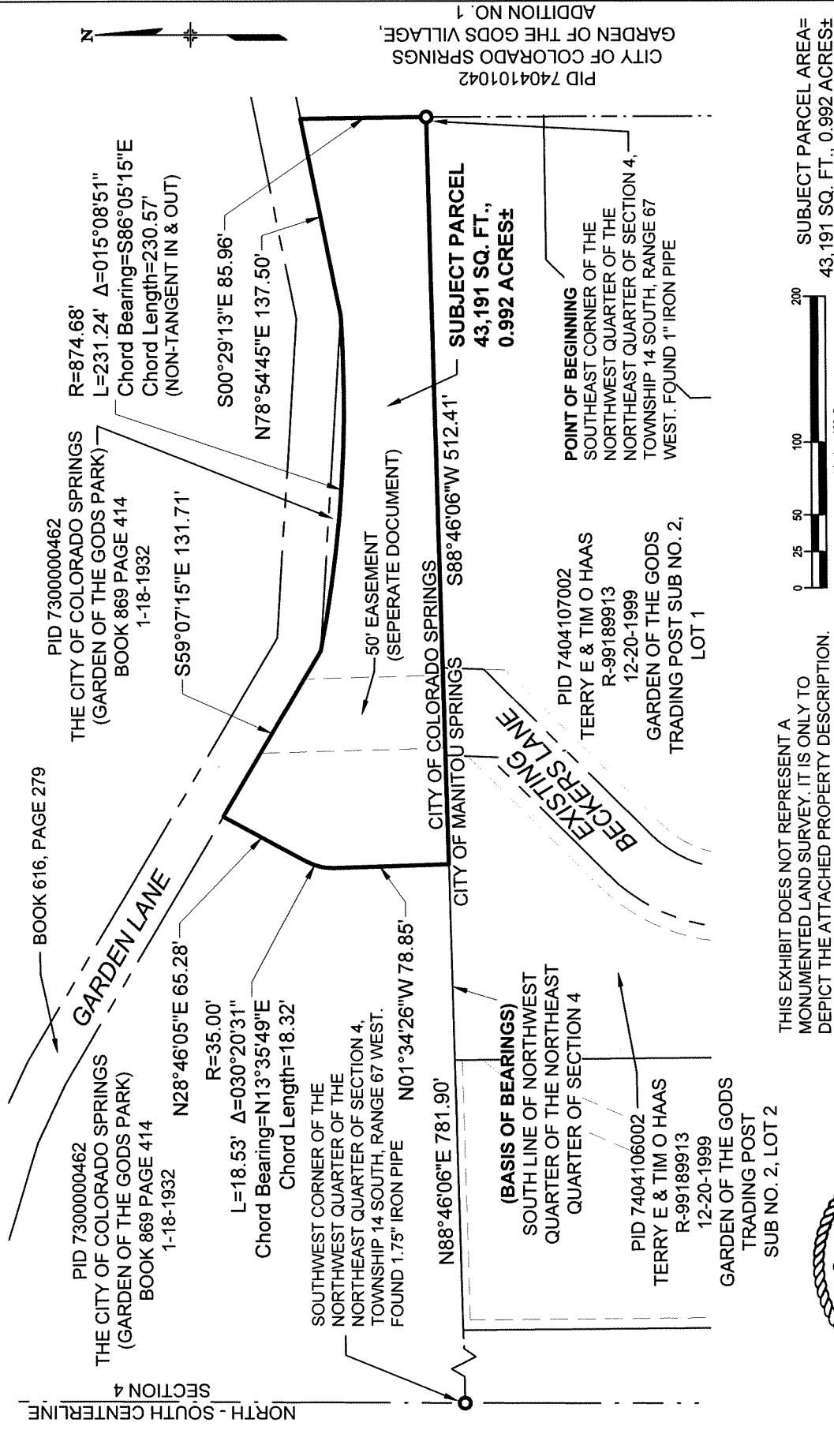
JACOBS PROJECT NO.		WXXZ6222	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	SRP	DATE	2-14-23
		SCALE	N/A

JACOBS
 6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N
 GREENWOOD VILLAGE, COLORADO 80111
 (303) 771-0900 Fax (303) 820-4842

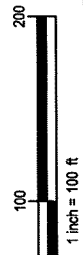
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

GARDEN OF THE GODS TRADING POST PROJECT		
LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO		
TITLE: TRADING POST EXHIBIT FOR PARCEL EXCHANGE		
REVISION: 1	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG	SHEET NO. 1 OF 2

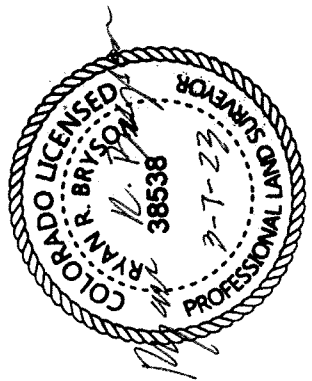
ATTACHMENT B



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.



JACOBS PROJECT NO. WXXZ6222 CLIENT PROJECT NO. REVISION DESCRIPTION		GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO	
DRAWN	RRB BDW	DATE	2-14-23
SCALE 1" = 100' 6312 S. FIFTH AVE. GREENWOOD VILLAGE, SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 Fax: (303) 820-4842		TITLE: TRADING POST EXHIBIT FOR PARCEL EXCHANGE	
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT. NO MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE RISK OF THE USER.		DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG	SHEET NO. 2 OF 2



**ATTACHMENT C
LEGAL DESCRIPTION**

A PORTION OF A PARCEL OF LAND RECORDED AT BOOK 869, PAGE 414, ON JANUARY 18, 1932, AND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 88°46'06" EAST, COINCIDENT WITH THE SOUTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 587.81 FEET TO THE **POINT OF BEGINNING**.

THENCE NORTH 01°21'21" WEST, A DISTANCE OF 186.00 FEET;

THENCE NORTH 88°46'06" EAST, A DISTANCE OF 178.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GARDEN LANE, RECORDED AT BOOK 616, PAGE 279;

THENCE SOUTH 59°07'15" EAST, COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1.86 FEET;

THENCE SOUTH 28°46'05" WEST, TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 67.50 FEET;

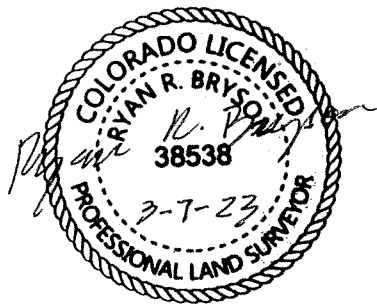
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 95.00, A CENTRAL ANGLE OF 30°20'31", A CHORD BEARING SOUTH 13°35'49" WEST, A DISTANCE OF 49.72 FEET, AND AN ARC DISTANCE OF 50.31 FEET;

THENCE SOUTH 01°34'12" EAST, TANGENT WITH THE PREVIOUS DESCRIBED CURVE, A DISTANCE OF 78.49 FEET TO SAID SOUTH LINE;

THENCE SOUTH 88°46'06" WEST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 134.09 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 26,881 SQ. FT. (0.617 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.



PREPARED BY:
RYAN R. BRYSON, COLORADO PLS 38538
FOR AND ON BEHALF OF
JACOBS ENGINEERING GROUP INC.
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, CO 80111
RYAN.BRYSON@JACOBS.COM

JACOBS PROJECT NO. WXXZ6222

CLIENT PROJECT NO.

REVISION DESCRIPTION

DRAWN	SLS	DATE	02-14-23	SCALE	N/A
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6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, COLORADO 80111
(303) 771-0900 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

**GARDEN OF THE GODS
TRADING POST PROJECT**

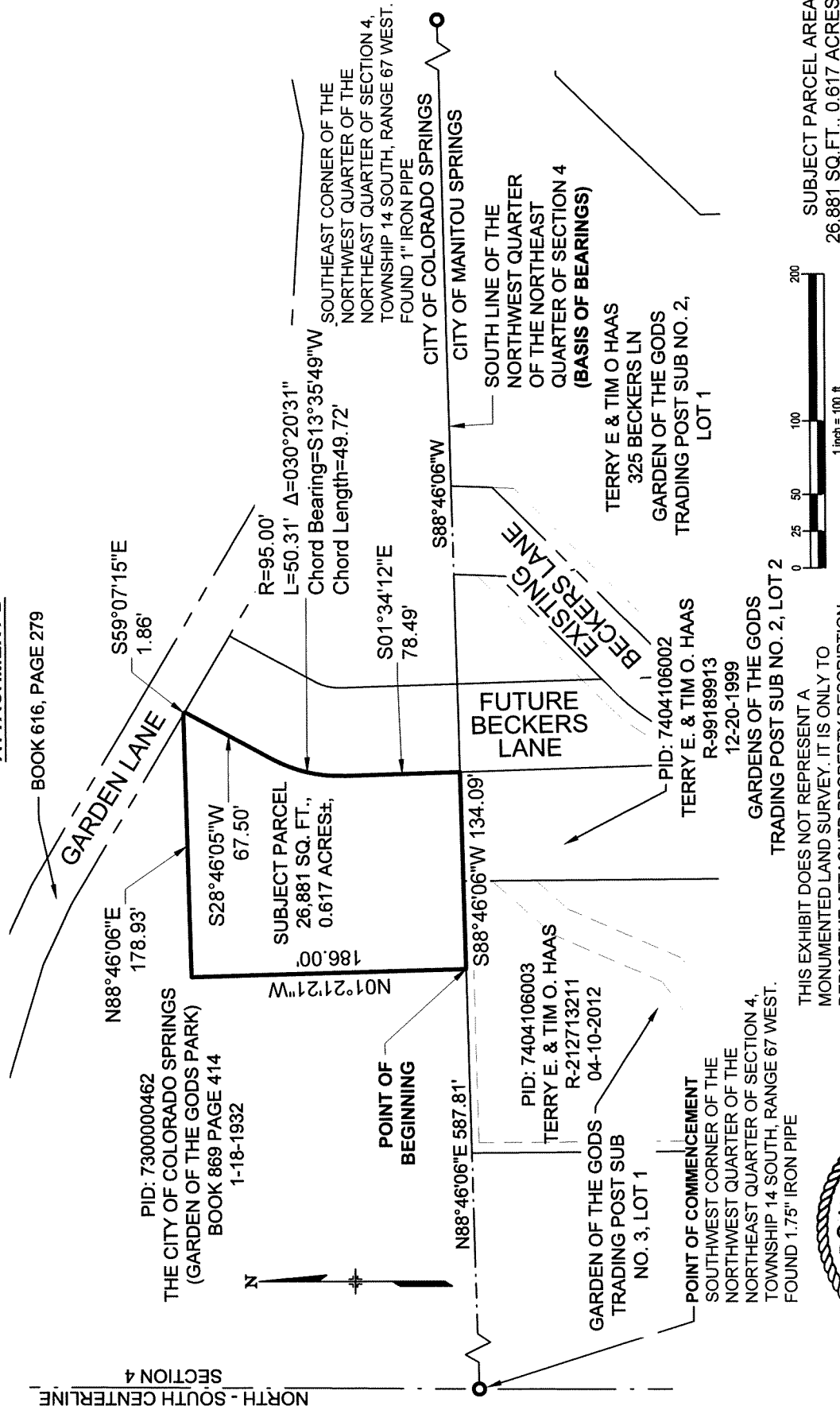
LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S,
R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO

TITLE: **TRADING POST EXHIBIT FOR
PARCEL EXCHANGE**

REVISION:	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG	SHEET NO. 1 OF 2
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ATTACHMENT D

BOOK 616, PAGE 279



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

JACOBS PROJECT NO.	WXXZ6222
CLIENT PROJECT NO.	
REVISION DESCRIPTION	UPDATED PROPOSED ROW

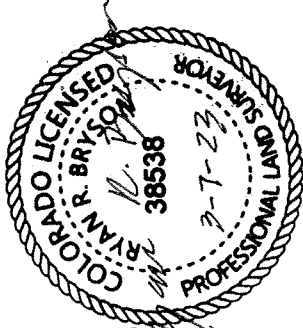
DRAWN	RRB BDW	DATE	2-14-23	SCALE	1" = 100'
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JACOBS
 6312 S. FINDER GREEN CIRCLE, SUITE 300N
 GREENWOOD VILLAGE, COLORADO 80111
 (303) 771-9500 Fax: (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT. NO GUARANTEE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE RISK OF THE USER.

GARDEN OF THE GODS TRADING POST PROJECT
 LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO

TITLE:	TRADING POST EXHIBIT FOR PARCEL EXCHANGE
REVISION:	1
DRAWING NO.	WXXZ622_GOG-EXHIBITS-REV1.DWG
SHEET NO.	2 OF 2



ATTACHMENT E

1380

RIGHT OF WAY EASEMENT.

RECEIVED of Charles E. Strausenback, the sum of *one dollar and other valuable consideration,* in consideration of which we hereby grant to said Charles E. Strausenback and his heirs at law forever, the right, privilege and authority to construct, operate and maintain or to cause to be constructed operated and maintained an electrical line including necessary poles, wires and fixtures over and across the property by us owned or in which we have an interest in the County of El Paso and State of Colorado and upon and along the roads, streets or highways adjacent said property, with the right to permit the attachment of the wires of any other Company and the right to trim any trees along said line so as to keep the wires cleared at least 36 inches; to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires. Said sum being received in full payment therefor.

Said easement being over and along the following described center line:

Beginning at a point which is on the north line of the N. $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Sec. 4, T. 14 S. R. 87 W, said point being east nine hundred ten feet (910'0") from the N.W. corner of the above described tract, and running from said beginning point N. 40°16' W two hundred and twenty-four feet, (224'0"). (To an intersection with the present Garden of the Gods Transmission line).

Also running from above described beginning point S. 40°16' E Twenty-seven and five tenths feet (27.5) to the end, said ending point being thirty feet (30'0") east of the center line of said Beckers Lane.

In the above description the north line of the north $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 4, is assumed as due east and west and all courses above given are referred thereto.

1380*

It is understood that the said easement is secured primarily for the purpose of securing an electric service line from the City of Colorado Springs and authority is specifically given to the grantee to assign and convey this easement and all his rights hereunder to the said City of Colorado Springs.

WITNESS our hand and seal this eighth day of May, A. D. 1929 at Colorado Springs, Colorado.

BALANCED ROCK SCENIC ATTRACTIONS, INC.

By Curt P. Goerke *president*

WITNESS:

W. E. Gault *secy*



For and in consideration of the sum of One Dollar and other good and valuable considerations to me in hand paid by the City of Colorado Springs, receipt of which is hereby confessed, I hereby transfer, assign, convey and quit-claim unto the City of Colorado Springs, a municipal corporation and to its successors and assigns forever, the above and foregoing right of way easement, together with all rights, privileges, interests and estate that I may have in or to the same.

WITNESS my hand and seal this 14 day of May, A. D. 1929 at Colorado Springs, Colorado

1380

Charles H. Stearns *back*

ATTACHMENT F
LEGAL DESCRIPTION

AN 15 FOOT WIDE TRAIL EASEMENT BEING A PORTION OF LAND RECORDED AT BOOK 869, PAGE 414, ON JANUARY 18, 1932, AND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE NORTH 71°12'13" EAST, A DISTANCE OF 616.22 FEET TO THE **POINT OF BEGINNING**.

THENCE NORTH 88°46'06" EAST, A DISTANCE OF 178.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GARDEN LANE, RECORDED AT BOOK 616, PAGE 279;

THENCE SOUTH 59°07'15" EAST, COINCIDENT WITH SAID SOUTHERLY LINE, A DISTANCE OF 1.86 FEET;

THENCE SOUTH 28°46'05" WEST, A DISTANCE OF 16.18 FEET;

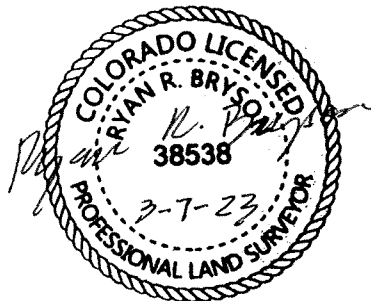
THENCE SOUTH 88°46'06" WEST, A DISTANCE OF 172.38 FEET;

THENCE NORTH 01°21'21" WEST, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,650 SQ. FT. (0.061 ACRES), MORE OR LESS.

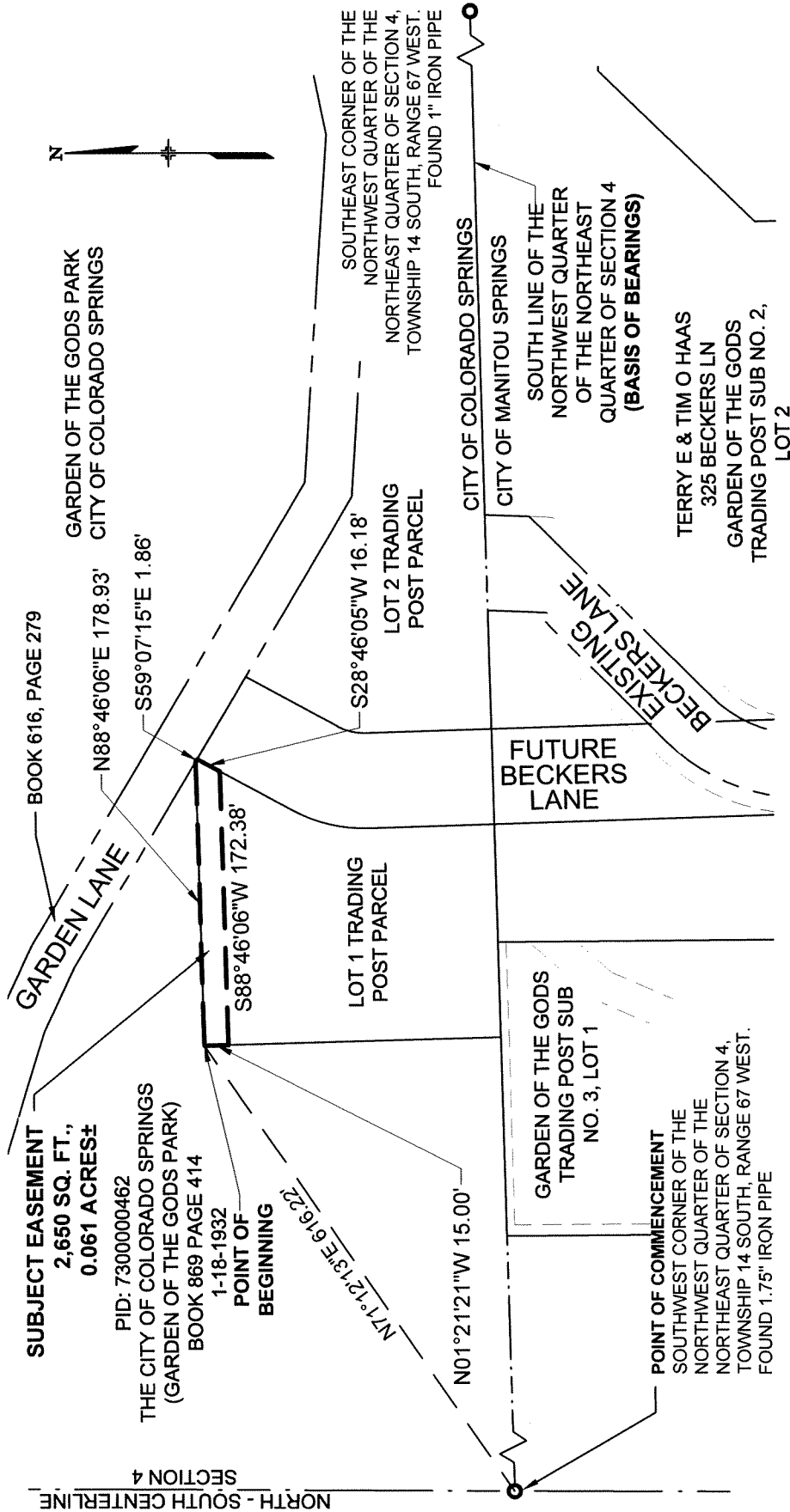
BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.

PREPARED BY:
RYAN R. BRYSON, COLORADO PLS 38538
FOR AND ON BEHALF OF
JACOBS ENGINEERING GROUP INC.
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, CO 80111
RYAN.BRYSON@JACOBS.COM



JACOBS PROJECT NO. WXXZ6222				<p align="center">GARDEN OF THE GODS TRADING POST PROJECT</p> <p align="center">LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO</p>	
CLIENT PROJECT NO.					
REVISION DESCRIPTION					
DRAWN	SLS	DATE 02-14-23	SCALE	N/A	TITLE:
<p align="center">JACOBS</p> <p align="center">6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 Fax (303) 820-4842</p> <p><small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.</small></p>					<p>EXHIBIT FOR 15' TRAIL EASEMENT</p>
REVISION:		DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG		SHEET NO. 1 OF 2	

ATTACHMENT G



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

JACOBS PROJECT NO. WXXZ6222
CLIENT PROJECT NO. WXXZ6222
REVISION DESCRIPTION UPDATED PROPOSED ROW
DRAWN RRB BDW DATE 2-14-23 SCALE 1" = 100'

SUBJECT PARCEL AREA= 2,650 SQ.FT., 0.061 ACRES±

1 inch = 100 ft

JACOBS
6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, COLORADO 80111
(303) 771-0800 Fax (303) 828-4842
INDICATED ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

PROFESSIONAL LAND SURVEYOR
RYAN R. BRYSON
38538
7-7-23

<p>GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO</p>	
<p>EXHIBIT FOR 15' TRAIL EASEMENT</p>	
TITLE:	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG
REVISION: 1	SHEET NO. 2 OF 2

**ATTACHMENT H
LEGAL DESCRIPTION**

AN EASEMENT OVER AND ACROSS A PARCEL OF LAND RECORDED AT BOOK 869, PAGE 414, ON JANUARY 18, 1932, AND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°46'06" WEST, COINCIDENT WITH THE SOUTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 382.75 FEET TO THE **POINT OF BEGINNING**.

THENCE SOUTH 88°46'06" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET;

THENCE NORTH 1°13'54" WEST, A DISTANCE OF 126.24 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GARDEN LANE, RECORDED AT BOOK 616, PAGE 279;

THENCE SOUTH 59°07'15" EAST, COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 59.03 FEET;

THENCE SOUTH 1°13'54" EAST, A DISTANCE OF 94.86 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 5,527 SQ. FT. (0.127 ACRES), MORE OR LESS.

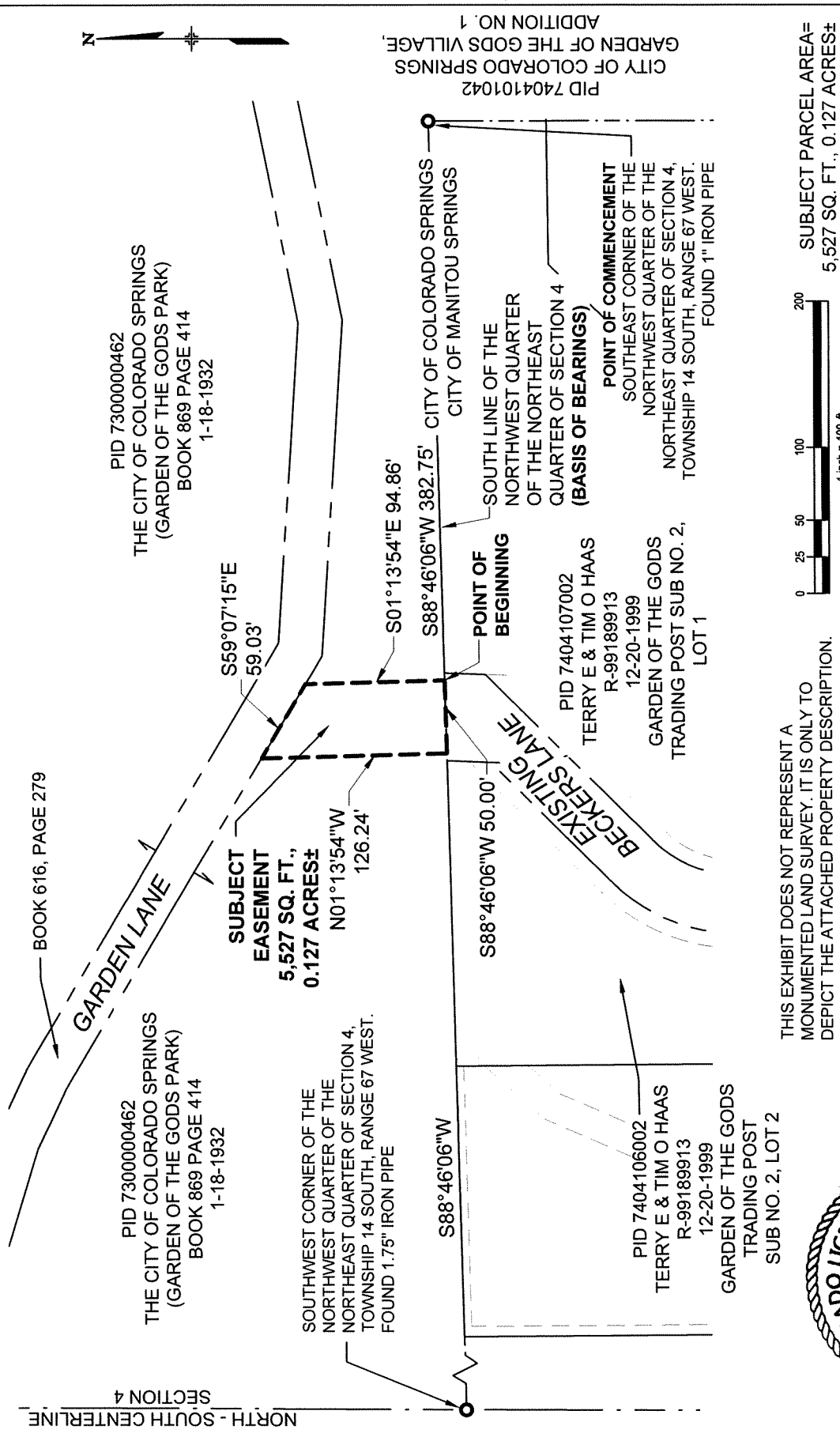
BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.

PREPARED BY:
RYAN R. BRYSON, COLORADO PLS 38538
FOR AND ON BEHALF OF JACOBS ENGINEERING GROUP INC.
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, CO 80111
RYAN.BRYSON@JACOBS.COM



JACOBS PROJECT NO. WXXZ6222				<p align="center">GARDEN OF THE GODS TRADING POST PROJECT</p> <p align="center">LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO</p>	
CLIENT PROJECT NO.					
REVISION DESCRIPTION					
DRAWN	SRP	DATE	2-22-23	SCALE	N/A
<p align="center">JACOBS</p> <p align="center">6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 Fax (303) 820-4842</p> <p><small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.</small></p>				TITLE:	
				EXHIBIT FOR 50' PUBLIC IMPROVEMENT EASEMENT	
REVISION:		DRAWING NO.		SHEET NO.	
2		WXXZ622_GOG-EXHIBITS-REV1.DWG		1 OF 2	

ATTACHMENT I



THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS ONLY TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION.



SUBJECT PARCEL AREA= 5,527 SQ. FT., 0.127 ACRES±

JACOBS PROJECT NO. WXXZ6222		SCALE 1" = 100'	
CLIENT PROJECT NO.		DATE 2-14-23	
REVISION DESCRIPTION			
DRAWN	RRB BDW	DATE	SCALE
			1" = 100'

JACOBS
6312 S. FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, COLORADO 80111
(303) 771-9900 Fax (303) 826-4842
THIS MATERIAL AND ANY ASSOCIATED INFORMATION IS PROVIDED FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

PROFESSIONAL LAND SURVEYOR
RYAN R. BRYSON
38538
2-7-23

GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO	
TITLE: EXHIBIT FOR 50' PUBLIC IMPROVEMENT EASEMENT	
REVISION: 2	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG
SHEET NO. 2 OF 2	

PID 7300000462
THE CITY OF COLORADO SPRINGS
(GARDEN OF THE GODS PARK)
BOOK 869 PAGE 414
1-18-1932

PID 7404106002
TERRY E & TIM O HAAS
R-99189913
12-20-1999
GARDEN OF THE GODS
TRADING POST
SUB NO. 2, LOT 2

PID 7404107002
TERRY E & TIM O HAAS
R-99189913
12-20-1999
GARDEN OF THE GODS
TRADING POST SUB NO. 2,
LOT 1

PID 7404101042
CITY OF COLORADO SPRINGS
GARDEN OF THE GODS VILLAGE
ADDITION NO. 1

EXHIBIT K
Grant of Right of First Refusal

This grant (“Grant”) is made effective as of the date of the Grantor’s signature hereto (“Effective Date”). For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, **Tim O and Terrance E Haas Ptr LLP**, a Colorado limited liability partnership (“Haas”) hereby grant to the **CITY OF COLORADO SPRINGS**, Colorado, a home rule city and Colorado municipal corporation (“City”) a right of first refusal to acquire the property described on **Exhibit 1** and depicted on **Exhibit 2**, both of which are attached hereto and incorporated herein (“Property”) upon the following terms and conditions:

Before Haas may sell, transfer, lease, apply for a zone change, or convey the Property, any portion thereof, or any beneficial interest therein (hereinafter collectively a “Transfer”) to a third party, Haas shall first offer the Property to City at 50% of the then-current market value as determined by an independent real estate appraisal. City shall have 30 days from receiving written notice from Haas of Haas’s intent to Transfer the Property (“ROFR Period”) in which to exercise its right to accept conveyance of the Property under this provision. City may exercise its right to accept conveyance of the Property under this provision by providing written notice to Haas of its decision to exercise its right to receive the Property prior to the expiration of the ROFR Period. All notices shall be in accordance with the notice provision below.

In the event that City exercises its right to purchase the Property, Haas shall convey the Property to City within 60 days following the expiration of the ROFR Period. If City does not exercise its right to purchase the Property within the ROFR Period, Haas may Transfer the Property to a third party and City’s right to purchase the Property hereunder will automatically terminate. If Haas does not effect such Transfer to the third party within 180 days following the expiration of the ROFR Period, however, Haas’ right to sell, transfer, or convey the Property shall continue to be subject to City’s rights of first refusal, according to the terms and procedures set forth above. If the property transferred by Haas to a third party is less than the entire Property, City’s right of first refusal hereunder shall remain applicable to any portion of the Property still held in City ownership.

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 mail. Notices shall be in writing and be addressed and delivered as follows:

HAAS: Tim O and Terrance E Haas Ptr LLP c/o Timothy S. Haas 324 Beckers Lane Manitou Springs, CO 80829 Phone: (719) 339-4522 Email: tim@gogtradingpost.com	CITY: City of Colorado Springs Darlene Kennedy Real Estate Services Manager 30 South Nevada Avenue, Suite 502 Colorado Springs, CO 80903 Phone: (719) 385-5605 darlene.kennedy@coloradosprings.gov With copy to: Kellie Billingsley Senior Real Estate Specialist 30 South Nevada Avenue, Suite 502 Colorado Springs, CO 80903 Phone: (719) 385-5611 kellie.billingsley@coloradosprings.gov
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Either Party may, by notice properly delivered, change the person or address to which future notices to that Party shall be made.

HAAS:

EXHIBIT

Timothy S. Haas

Date

State of _____)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Timothy S. Haas as the Managing Partner of the Tim O and Terrance E Haas Ptr LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: _____

EXHIBIT

Notary Public

**EXHIBIT 1
LEGAL DESCRIPTION**

A PORTION OF A PARCEL OF LAND RECORDED AT BOOK 869, PAGE 414, ON JANUARY 18, 1932, AND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 88°46'06" EAST, COINCIDENT WITH THE SOUTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 587.81 FEET TO THE **POINT OF BEGINNING**.

THENCE NORTH 01°21'21" WEST, A DISTANCE OF 186.00 FEET;

THENCE NORTH 88°46'06" EAST, A DISTANCE OF 178.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GARDEN LANE, RECORDED AT BOOK 616, PAGE 279;

THENCE SOUTH 59°07'15" EAST, COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1.86 FEET;

THENCE SOUTH 28°46'05" WEST, TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 67.50 FEET;

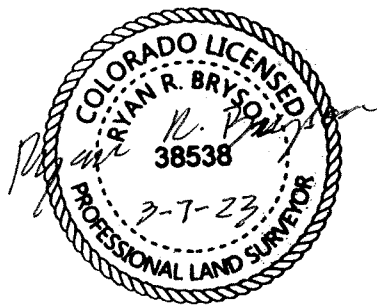
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 95.00, A CENTRAL ANGLE OF 30°20'31", A CHORD BEARING SOUTH 13°35'49" WEST, A DISTANCE OF 49.72 FEET, AND AN ARC DISTANCE OF 50.31 FEET;

THENCE SOUTH 01°34'12" EAST, TANGENT WITH THE PREVIOUS DESCRIBED CURVE, A DISTANCE OF 78.49 FEET TO SAID SOUTH LINE;

THENCE SOUTH 88°46'06" WEST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 134.09 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 26,881 SQ. FT. (0.617 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH PM, MONUMENTED AT THE WEST END BY A 1.75" IRON PIPE, AND MONUMENTED AT THE EAST END BY A 1" IRON PIPE, BEARING NORTH 88°46'06" EAST, BASED ON COLORADO STATE PLANE CENTRAL ZONE (0502) NAD83. DISTANCES AND AREAS ARE GROUND US SURVEY FEET VALUES.



PREPARED BY:
RYAN R. BRYSON, COLORADO PLS 38538
FOR AND ON BEHALF OF
JACOBS ENGINEERING GROUP INC.
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, CO 80111
RYAN.BRYSON@JACOBS.COM

JACOBS PROJECT NO.		WXXZ6222	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	SLS	DATE	02-14-23
		SCALE	N/A

**GARDEN OF THE GODS
TRADING POST PROJECT**

LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S,
R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO

TITLE: **TRADING POST EXHIBIT FOR
PARCEL EXCHANGE**

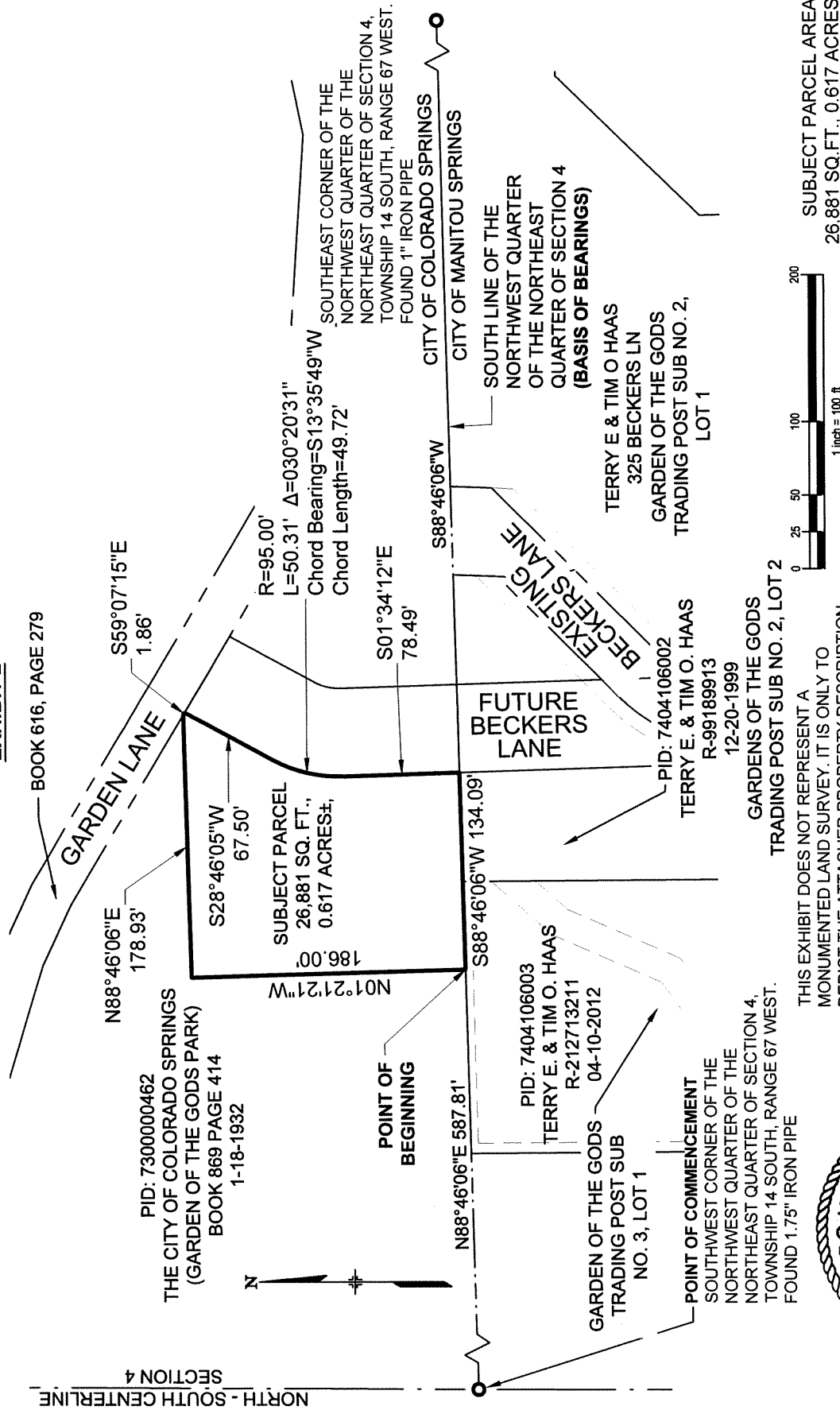
JACOBS
6312 S FIDDLERS GREEN CIRCLE, SUITE 300N
GREENWOOD VILLAGE, COLORADO 80111
(303) 771-0900 Fax (303) 820-4842

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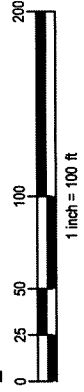
REVISION:	DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG	SHEET NO. 1 OF 2
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EXHIBIT 2

BOOK 616, PAGE 279



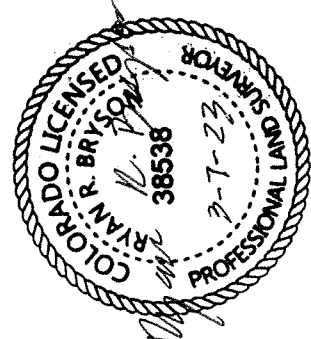
SUBJECT PARCEL AREA = 26,881 SQ.FT., 0.617 ACRES ±



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

<p>GARDEN OF THE GODS TRADING POST PROJECT LOCATED IN THE N.E. QUARTER OF SECTION 4, T14S, R67W OF THE 6TH PM, COUNTY OF EL PASO, COLORADO</p>	
<p>TITLE: TRADING POST EXHIBIT FOR PARCEL EXCHANGE</p>	<p>DRAWING NO. WXXZ622_GOG-EXHIBITS-REV1.DWG</p>
<p>REVISION: 1</p>	<p>SHEET NO. 2 OF 2</p>

<p>JACOBS PROJECT NO. WXXZ6222</p>	
<p>CLIENT PROJECT NO. _____</p>	
<p>REVISION DESCRIPTION UPDATED PROPOSED ROW</p>	
<p>DRAWN _____</p>	<p>DATE 2-14-23</p>
<p>RRB BDW _____</p>	<p>SCALE 1" = 100'</p>
<p>JACOBS 6312 S. FIDDLERS GREEN CIRCLE SUITE 300N GREENWOOD VILLAGE, COLORADO 80111 (303) 771-0900 Fax (303) 820-4842</p>	
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NORTH - SOUTH CENTERLINE SECTION 4