

December 10, 2018

El Paso County Planning and
Community Development Department
2880 International Circle
Colorado Springs, CO 80910
Attn: Ms. Kari Parsons

RE: Drainage Easement – Gleneagle Golf Course Infill Residential Development Filing No. 2
14035 Westchester Drive – Lot 7, Block 3, Donala Subdivision Filing No. 1

Dear Ms. Parsons,

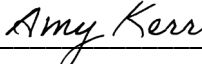
This letter shall serve as notification that my wife and I have been in discussions over the past several months with G&S Development, Inc. concerning our agreement to grant a drainage easement across the northern boundary of our property for purposes of installing a 30" wide drain pipe to transport storm water from their proposed Filing No. 2 residential development that is currently known as Tract G, to the drainage improvements along Westchester Drive. We have reviewed the proposed easement (attached to this letter) and agree to execute that easement once the Filing No. 2 final plat is approved by the Board of County Commissioners.

Should you have any further questions concerning this issue, please contact me at your convenience.

Sincerely,



Floyd Kerr



Amy Kerr

Enclosure

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **Floyd K. Kerr** and **Amy E. Kerr**, whose address is 14035 Westchester Drive, Colorado Springs, Colorado 80921 (the "Grantors"), hereby grant, bargain, sell and convey to **G & S Development, Inc.**, a Colorado corporation, its successors and assigns (the "Grantee"), whose address is 9800 Pyramid Court, Suite 340, Englewood, Colorado 80112, a permanent drainage easement (the "Easement") for the purpose of surveying, construction, reconstructing, operating, using, maintaining, repairing, replacing, inspecting, and/or removing storm water drainage facilities and appurtenances thereto, together with lateral and subjacent support (the "Improvements"), in, to, through, over, under and across that certain parcel of real property located in El Paso County, Colorado, as more particularly described and shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Property"). The Easement is granted by the Grantors and is accepted by the Grantee pursuant to the following terms and conditions:

1. Grantors reserve the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted and which will not unduly interfere with or endanger the Improvements or otherwise interfere with the Grantee's rights hereunder; and the parties further agree that uses of the Easement Property by Grantors and the agreements concerning those uses shall be as follows:

(a) Grantors covenant and agree that no permanent buildings or structures will be placed, erected, installed or permitted upon the Easement that will cause any obstructions to prevent the proper maintenance and use of the Easement.

(b) Grantors may use the Easement Property for any and all lawful purposes not inconsistent with the purposes set forth in this Easement, including but not limited to setbacks, density, open space, landscaping, roadway and utilities, so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the Improvements constructed within the Easement Property.

2. The Grantee, its agents, successors and assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement Property for any purpose necessary for the survey, construction, reconstruction, operation, use, maintenance, repair, replacement, inspection, and/or removal of the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Easement Property in violation of paragraph 1 hereof. In addition, the Grantee shall have the right to use so much of the adjoining property owned by Grantors, their successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantors, and their respective successors or assigns, use and enjoyment of such adjoining property.

3. In further consideration of the granting of the Easement, it is hereby agreed that all work performed by the Grantee, its successors and assigns, in connection with the Easement shall be done with care, and the surface of the Easement Property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on the Easement Property, or on the adjoining property owned by Grantors, arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed. In addition, following the initial installation of the Improvements, Grantee agrees, at its expense, to landscape the adjoining property owned by Grantors in accordance with the planting key set forth on the "Landscape Development Plan" attached hereto as Exhibit B.

4. The Grantors covenant and agree with the Grantee that the Grantors have full power and lawful authority to grant, bargain, sell and convey the Easement and that the Easement Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters currently of record. The Grantors further promise and agree to warrant and forever defend the Grantee in the exercise of the Grantee's rights hereunder against any defect in the Grantors' title to the Easement Property and the Grantors' right to make the grant herein described, except matters currently of record.

5. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, successors and assigns of the Grantors and the Grantee.

6. The rights and responsibilities set forth in this Easement are intended to be covenants on the Easement Property and are to run with the land.

7. This Easement shall be recorded in the real property records of El Paso County, Colorado.

8. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Easement this ____ day of _____, 2019.

Amy E. Kerr

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

Subscribed and sworn to before me on this _____ day of _____ 2019, by
Floyd K. Kerr and Amy E. Kerr.

My commission expires: _____.

[SEAL] Notary Public

Notary

GRANTEE:

G & S Development, Inc.,
a Colorado corporation

By: _____
Scott S. Gratrix, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me on this _____ day of _____ 2019, by
Scott S. Gratrix as President of G & S Development, Inc., a Colorado corporation.

My commission expires: _____.

[SEAL] Notary Public

Notary

LENDER CONSENT

The undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the following document shall not affect the existence of the Easement attached hereto, provided the beneficiary of the easement attorns to any subsequent owner of the servient estate: the Deed of Trust dated _____ from Floyd K. Kerr and Amy E. Kerr to the Public Trustee of El Paso County in the sum of \$_____, recorded _____, under Reception No. _____.

LENDER:

_____.

By:_____

Name:_____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me on this ____ day of _____ 2019, by
_____ as _____ of _____.

My commission expires: _____.

[SEAL] Notary Public

Notary

LWA Land Surveying, Inc.

953 E. Fillmore Street
Colorado Springs, CO 80907
719-636-5179

EXHIBIT A
UTILITY EASEMENT

THE NORTHWESTERLY TEN (10) FEET OF LOT 7, BLOCK 3, DONALA SUBDIVISION NO. 1,
EL PASO COUNTY, COLORADO, AS SHOWN ON THE SUBDIVISION PLAT THEREOF
RECORDED IN PLAT BOOK V-2 AT PAGE 79 OF THE EL PASO COUNTY RECORDS.

THE DESCRIBED TRACT CONTAINS 1,176 SQUARE FEET, MORE OR LESS.