

## **EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **CS 2005 INVESTMENTS, LLC**, a Colorado limited liability company (the “**Grantor**”), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, Colorado 80925 (the “**District**”), its successors and assigns, a 3.47 acre perpetual nonexclusive easement (the “**Easement**”) to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove one or more water storage tanks, along with related surface and subsurface improvements and appurtenances thereto (the “**Improvements**”) in, to, through, over, under and on a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”).

**It is hereby mutually covenanted and agreed** by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or

any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. Notwithstanding Paragraph 2 above, it is expressly understood by the Parties that Grantor or his successors intends to develop the area surrounding the Easement and that at that time, the Grantor or his successors intends to plat and or develop any lands adjacent to any point on this easement boundary. Grantor agrees to plat this entire easement as a Utility Tract within that development or plat and deed said tract to the District in Fee Simple. The District agrees to cooperate with the Grantor's efforts in platting the easement as a tract, but it is understood that the Grantor will be solely responsible for any costs associated with said platting effort. The District will endeavor to a reasonably cooperate with the Grantor in accommodating any future buffers and/or buffering landscaping adjacent to the Utility Tract as long as said buffering does not impair operation of the water systems.

4. It is understood that the Grantee intends to construct, own, and operate a Water Storage Tank on the site and that future additional improvements may include a pump station, and or additional tanks as well as adjunct facilities. It is also understood that some limited drainage flows will be generated by the site and that interim offsite improvements will mitigate such flows prior to future adjacent development. The Grantor agrees that if and when development is proposed, Grantor's permanent drainage facilities contemplated will include considerations for any drainage

flows from the Utility Tract. An additional consideration will be that a tank overflow/drain line will be directed to the south-east of the site and that future adjacent development infrastructure will also accommodate such in permanent drainage improvements.

5. Grantee, at Grantee's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any street surfacing, curbs, gutters and landscaping permitted within said Premises. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the Premises, District agrees, for a period of one year, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such activities by District. After that one-year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises.

6. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor 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 Grantor's use and enjoyment of such adjoining premises. In addition, by execution of this Easement Agreement, Grantor specifically grants, bargains, sells and conveys to District, its successors and assigns, a temporary construction easement (the "**Temporary**

**Construction Easement’)** in, to, through, over, under and across the Premises, located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference, for the District’s construction and installation of the Improvements within the permanent Easement, including, but not limited to, stockpiling soil and storing construction equipment, vehicles, and materials on and within the Temporary Construction Easement. The Temporary Construction Easement granted herein shall be of no further force and effect and shall automatically terminate without any further act, documentation, or conveyance, two-years after substantial completion of the construction and installation of the Improvements.

7. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

8. District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District’s functions. District agrees to permit and authorize such other uses of the Premises, as will not impair District’s dominant rights, upon such reasonable terms, limitations and conditions as District shall find reasonably necessary to protect its dominant right to use the Premises.

9. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement, in whole or in part, or to grant licenses therein.

10. If District abandons use and operation of the Improvements, such abandonment shall not constitute abandonment of its rights under this Easement Agreement.



11. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

12. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

13. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

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

15. All notices or other communications provided for under this Agreement will be in writing and provided to the following addresses:

If to GRANTOR:

CS2005 Investments, LLC.  
10801 West Charleston Blvd, Suite 170  
Las Vegas, Nevada, 89135

If to GRANTEE

Widefield Water and Sanitation District  
Attn: District Manager  
8495 Fontaine Blvd.  
Colorado Springs, Colorado 80925

[SIGNATURE PAGES FOLLOW]

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:  
**CS 2005 INVESTMENTS, LLC**, a  
Colorado limited liability company.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_            )

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
[\_\_\_\_\_] , as [\_\_\_\_\_] , of **CS 2005 INVESTMENTS, LLC**.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

[S E A L]

Notary Public

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: \_\_\_\_\_  
Lucas Hale, General Manager

Date: \_\_\_\_\_

**EXHIBIT A**

Legal Description of Easement and Temporary Construction Easement  
Attached

**EXHIBIT A**  
**TANK EASEMENT**

June 8, 2020

A portion of the Northwest Quarter of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 1; thence S00°23'53"E, (Bearings are relative to the West line of the Southwest Quarter of said Section 1, being monumented at Southwest Corner by a No. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing and distance of N00°23'37"W, 2632.05 feet), along the west line of said Northwest Quarter, a distance of 1499.31 feet; thence N89°36'23"E, leaving said west line, a distance of 1029.49 feet, to the **POINT OF BEGINNING**; thence along the following six (6) courses:

1. N31°58'03"E, a distance of 332.51 feet;
2. S88°47'47"E, a distance of 283.81 feet;
3. S00°13'02"E, a distance of 254.45 feet;
4. S56°50'23"W, a distance of 317.09 feet;
5. S89°25'23"W, a distance of 195.03 feet;
6. N00°06'20"W, a distance of 153.74 feet, to the **POINT OF BEGINNING**.

Containing 151,246 Sq. Ft. or 3.472 acres, more or less.

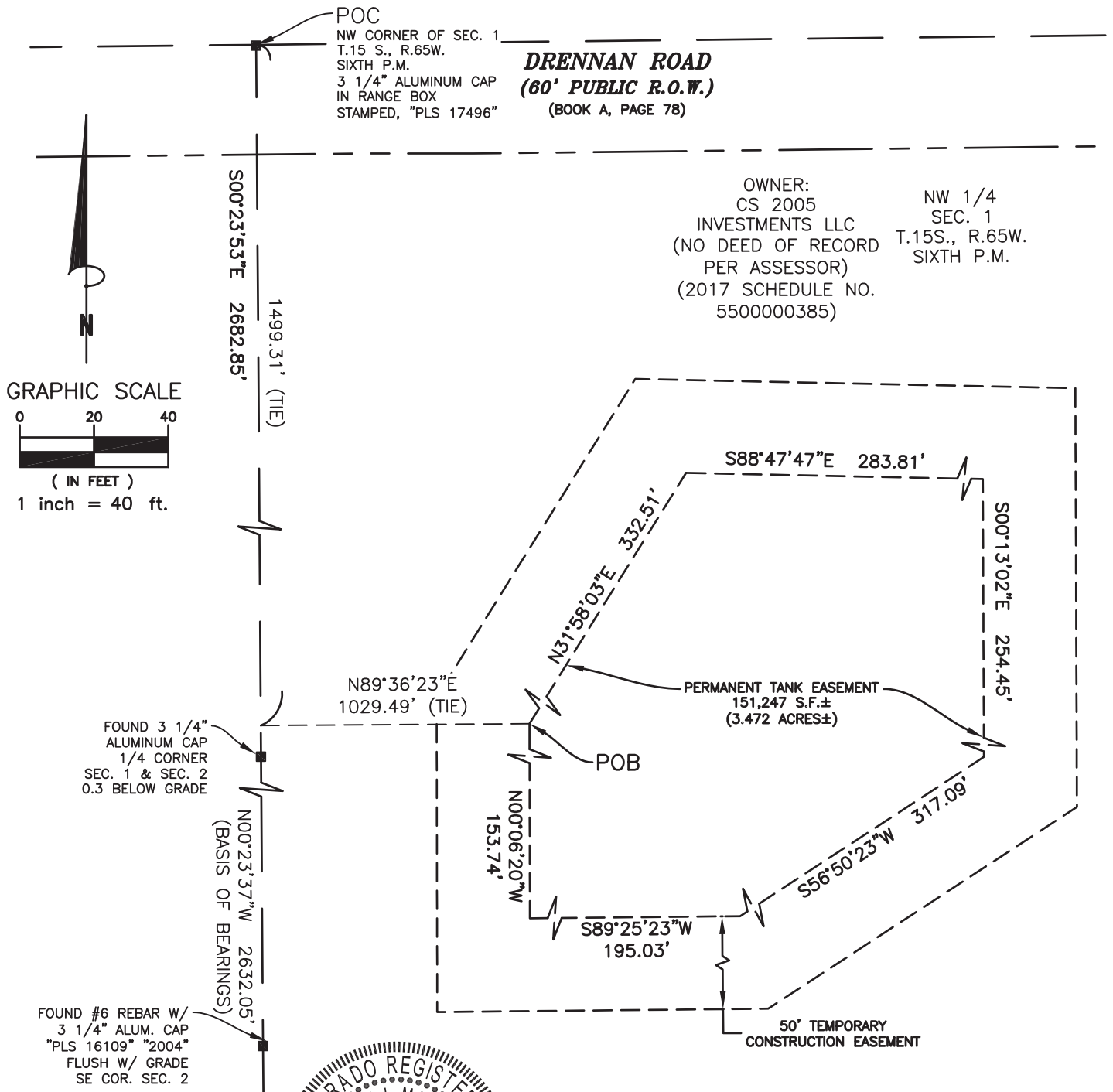
**Together with :**

A 50 foot temporary construction easement being offset 50 feet outward from the above described easement.



Stewart L. Mapes, Jr.  
Colorado Professional Land Surveyor No. 38245  
For and on behalf of Clark Land Surveying, Inc.

# EXHIBIT A TANK EASEMENT



## NOTE:

This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.



Project No:  
190988

Drawn: SCG  
Check: SLM

Date: 6/8/2020  
Sheet 2 of 2

**-Clark-**  
Land Surveying, Inc.  
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270  
www.clarkls.com

## **EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **CS 2005 INVESTMENTS, LLC**, a Colorado limited liability company (the “**Grantor**”), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, Colorado 80925 (the “**District**”), its successors and assigns, a 1.093 acres perpetual nonexclusive easement (the “**Easement**”) to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove an access road from Drennan Road to a Water Tank site; and interim drainage improvements, along with related surface and subsurface improvements and appurtenances thereto (the “**Improvements**”) in, to, through, over, under and on a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”).

**It is hereby mutually covenanted and agreed** by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. Subject to Paragraph 3 below, The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether

temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. Notwithstanding Paragraph 2 above, it is expressly understood by the Parties that Grantor or his successors intends to develop the area surrounding and including the Easement and that if and when such development provides alternate public right access and drainage facilities, that this easement may be vacated by the Grantee in favor of said public improvements. be provided by constructed public right of way established by a recorded plat of land that connects with Drennan Road to the entrance gate and tank site the tank site that Grantor may request that the District abandon this access easement. If and or when the District abandons this access easement in favor of public ROW, the District shall not assume any liability for the maintenance of said ROW.

4. Grantee, at Grantee's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any access road surfacing within said Premises. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the



Premises, District agrees, for a period of one year, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such activities by District. After that one-year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor 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 Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District's functions. District agrees to permit and authorize such other uses of the Premises, as will not impair District's dominant rights, upon such reasonable terms, limitations and conditions as District shall find reasonably necessary to protect its dominant right to use the Premises.

7. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement, in whole or in part, or to grant licenses therein.

8. If District abandons use and operation of the Improvements, such abandonment shall not constitute abandonment of its rights under this Easement Agreement.

9. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

11. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

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

13. All notices or other communications provided for under this Agreement will be in writing and provided to the following addresses:

If to GRANTOR:  
CS2005 Investments, LLC.  
10801 West Charleston Blvd, Suite 170  
Las Vegas, Nevada, 89135

If to GRANTEE  
Widefield Water and Sanitation District  
Attn: District Manager  
8495 Fontaine Blvd.  
Colorado Springs, Colorado 80925

[SIGNATURE PAGES FOLLOW]

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:  
**CS 2005 INVESTMENTS, LLC**, a  
Colorado limited liability company.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_            )

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
[\_\_\_\_\_, as [\_\_\_\_\_, of **CS 2005 INVESTMENTS, LLC**.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

[S E A L]

Notary Public

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: \_\_\_\_\_  
Lucas Hale, General Manager

Date: \_\_\_\_\_

**EXHIBIT A**

Legal Description of Easement and Temporary Construction Easement  
Attached

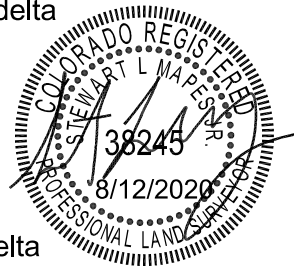
**EXHIBIT A**  
**ACCESS EASEMENT**

August 12, 2020

A portion of the Northwest Quarter of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 1; thence N89°21'47"E, (Bearings are relative to the West line of the Southwest Quarter of said Section 1, being monumented at the Southwest Corner of said Section 1 by a no. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing of N00°23'37"W, a distance of 2,632.05 feet), along the north line of said Northwest Quarter, a distance of 1,358.99 feet; thence leaving said north line, S00°38'13"E, a distance of 30.00 feet, to a point on the South Right-of-Way line of Drennan Road, as reserved in Book A, Page 78, and the **POINT OF BEGINNING**; thence along said South Right-of-Way line, N89°21'47"E, a distance of 30.00 feet; thence leaving said South Right-of-Way line, the following Twenty One (21) courses:

1. S00°38'13"E, a distance of 15.84 feet;
2. a curve to the left, with an arc length of 29.00 feet, a radius of 35.00 feet, a delta angle of 47°28'34";
3. S48°06'47"E, a distance of 63.57 feet;
4. a curve to the right, with an arc length of 383.09 feet, a radius of 523.35 feet, a delta angle of 41°56'26";
5. S08°08'04"W, a distance of 448.35 feet;
6. N90°00'00"E, a distance of 56.11 feet;
7. S00°00'00"E, a distance of 100.55 feet;
8. N90°00'00"W, a distance of 52.99 feet;
9. S12°55'10"E, a distance of 190.10 feet;
10. a curve to the right, with an arc length of 121.27 feet, a radius of 92.00 feet, a delta angle of 75°31'24";
11. S62°36'14"W, a distance of 61.41 feet;
12. N00°13'02"W, a distance of 33.72 feet;
13. N62°36'14"E, a distance of 46.01 feet;
14. a curve to the left, with an arc length of 81.72 feet, a radius of 62.00 feet, a delta angle of 75°31'24";
15. N12°55'10"W, a distance of 227.76 feet;
16. N00°04'18"W, a distance of 40.55 feet;
17. N08°08'04"E, a distance of 479.12 feet;
18. a non-tangent curve to the left, with an arc length of 357.42 feet, a radius of 493.35 feet, a delta angle of 41°30'34", a radial of S83°23'47"W;
19. N48°06'47"W, a distance of 63.57 feet;
20. a curve to the right, with an arc length of 53.86 feet, a radius of 65.00 feet, a delta angle of 47°28'34";
21. N00°38'13"W, a distance of 15.84 feet, to a point on said South Right-of-Way line, and the **POINT OF BEGINNING**.



Containing 47,603 Sq. Ft. or 1.093 acres, more or less.

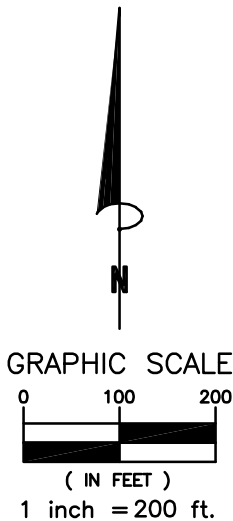
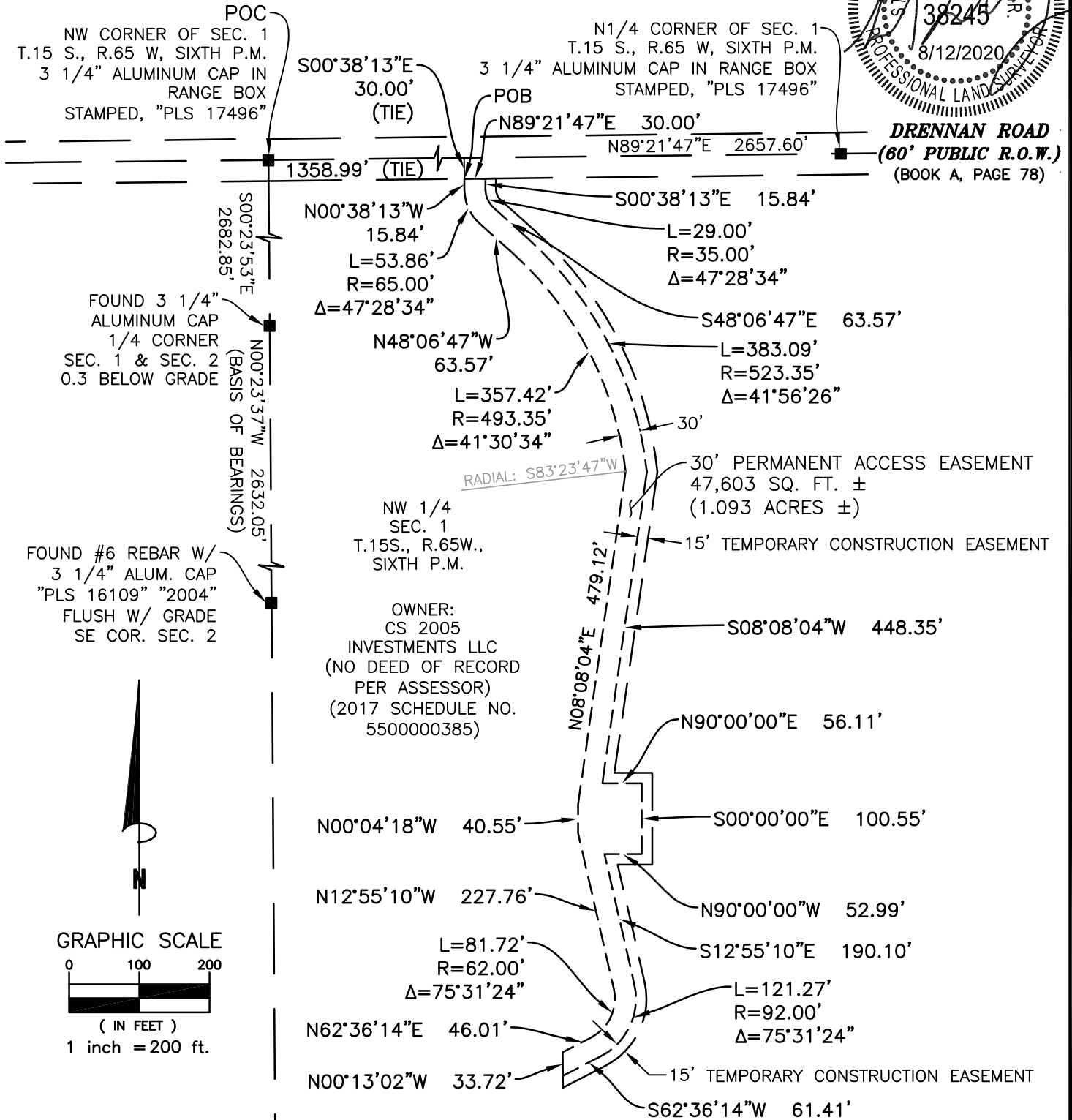
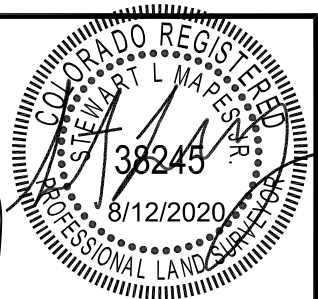
**Together with:**

A 15 foot temporary construction easement being offset 15 feet easterly from the above described easement.



Stewart L. Mapes, Jr.  
Colorado Professional Land Surveyor No. 38245  
For and on behalf of Clark Land Surveying, Inc.

# EXHIBIT A ACCESS EASEMENT



NOTE:  
This EXHIBIT does not  
represent a monumented  
land survey, and is only  
intended to depict the  
attached LEGAL DESCRIPTION.

Project No: 190988	Drawn: CME Check: SLM	Date: 8/12/2020 Sheet 3 of 3
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**Clark**  
Land Surveying, Inc.  
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270  
www.clarkls.com



## **EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **CS 2005 INVESTMENTS, LLC**, a Colorado limited liability company (the “**Grantor**”), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, Colorado 80925 (the “**District**”), its successors and assigns, a thirty-five foot (35’) wide perpetual nonexclusive easement (the “**Easement**”) to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove one or more water and/or sanitary sewer lines and related surface and subsurface improvements and appurtenances thereto (the “**Improvements**”) in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”).

**It is hereby mutually covenanted and agreed** by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for the purpose (the “**Easement Purpose**”) of installing, constructing, reconstructing, operating, using, maintaining, repairing, replacing and/or removing the Improvements..
2. Subject to Paragraph 3 below, the Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the

Premises. Subject to Paragraph 3 below, any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by, and at the sole expense of, the District without liability therefor.

3. Notwithstanding Paragraph 2 above, it is expressly understood by the Parties that Grantor intends to develop the area surrounding the Easement and may require accommodation of certain other facilities within the Easement, such as other utility crossings, roads, and limited landscaping. When Grantor initiates planning for such development, Grantor shall coordinate with the District and provide a full set of development plans for the District's prior approval. The District shall not unreasonably withhold approval of any proposed facilities or activities by Grantee on the Premises that do not materially interfere with the District's rights herein. The District shall not withhold approval of utility crossings, joint surface use, or landscaping as long as such facilities are designed and constructed to provide adequate protection of the Improvements, as further described below. Grantor hereby agrees to indemnify and release the District and each of its directors, members, employees, agents, and consultants (collectively, the "District") from any and all claims, demands, losses, liabilities, actions, lawsuits, mechanic's liens and expenses (including reasonable attorneys' fees), for any activities conducted within the Premises to the extent such activities damage, harm, or otherwise infringe upon the rights vested in the District by this Easement Agreement (collectively, "Claims"); provided, however, that such indemnification and release (a) shall not include Claims to the extent such Claims result from gross negligence or willful misconduct of the District and (b) shall not permit a third party to assert a Claim against Grantor for

an amount, or a cause of action, that such third party could assert against the District pursuant to the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 , et seq.).

- a) Roads and rights of way may cross or parallel said Improvements as long as the Improvements are adequately protected and accessible for operation and maintenance by the District.
- b) Re-grading is expected within the Easement to accommodate such future development by Grantor. Such re-grading may be allowed if a minimum amount of cover is maintained over all existing District Improvements in the Easement, to be approved by the District. The profile and design of the District's proposed Improvements are included in Exhibit B hereto, indicating additional required depth of cover in certain locations. The inclusion of Exhibit B shall not limit the District's right to install, construct, reconstruct, enlarge, repair, replace and/or remove Improvements that are not specifically depicted in Exhibit B. Within thirty days following substantial completion of the Improvements (including substantial completion of any reconstruction, enlargement, replacement of the Improvements), the District shall provide Grantor with an "as-built" survey of the Easement Improvements that accurately depicts the location of the Improvements.
- c) Grantor may desire to incorporate landscaping within the Easement as part of such future development. The District's Improvements must be protected from woody root intrusion or cover inhibiting access to the Improvements for the purpose of operation and maintenance. The District will consider approval of landscaping plans that satisfy the following criteria:

- i) The trunks of trees or other shrubs and/or woody stock (in excess of 6 feet in height) shall be a minimum of 10 feet (horizontally) away from the Improvements.
  - ii) The base or trunk of any shrubs and/or other woody stock (greater than 24 inches but less than 6 feet in height) shall be a minimum of 5 feet (horizontally) away from the Improvements.
  - iii) Large boulders or other physical landscaping components shall be a minimum of 1 and 1/2 times the depth horizontally away from the actual Improvements.
- d) Grantor may propose relocation of the Easement or of the Improvements, which shall be subject to prior approval of the District, in the District's sole and exclusive discretion. Any relocation of the Easement or of the Improvements requested by Grantor shall be constructed at the sole expense of Grantor and shall be designed, constructed, and conveyed to the District in accordance with the District's then current Rules and Regulations.
- e) Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

4. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any street surfacing, curbs, gutters and landscaping permitted within said Premises. With the exception of removal of those things enumerated or contemplated in

Paragraphs 2 and 3 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the Premises, District agrees to (a) contact Grantor before entering the premises for any activity resulting in a disturbance of the surface, (b) use reasonable efforts not to disturb improvements installed on the Premises by Grantor and cooperate with Grantor in minimizing any disturbance of improvements installed on the Premises by the Grantor, and (c) for a period of one year, maintain the surface elevation and quality of the soil by correcting any settling of subsiding that may occur as a result of such activities by District. After that one year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises.

5. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor 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 Grantor's use and enjoyment of such adjoining premises, that District shall limit entry to as little of the adjoining premises of Grantor as is reasonable possible, and shall coordinate its activities so that the District can continuously conduct and complete its activities in as short a time as reasonable possible. In addition, by execution of this Easement Agreement, Grantor specifically grants, bargains, sells and conveys to District, its successors and assigns, a temporary construction easement (the "**Temporary Construction Easement**") in, to, through, over, under and

across the Premises, located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference, for the District's construction and installation of the Improvements within the permanent Easement, including, but not limited to, stockpiling soil and storing construction equipment, vehicles, and materials on and within the Temporary Construction Easement. The Temporary Construction Easement granted herein shall be of no further force and effect and shall automatically terminate without any further act, documentation, or conveyance on the earlier to occur of substantial complete of the Improvements or December 31, 2023.

6. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

7. The District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District's functions subject to the rights of the Grantor set forth in Paragraph 3 above. The District agrees to permit and authorize such other uses of the Premises, as will not impair District's dominant rights, upon the terms, limitations and conditions as set forth in Paragraph 3 above.

8. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement Agreement, in whole or in part, or to grant licenses therein; provided, however, that any such assignment of this Easement Agreement or grant of a license shall (a) be consistent with, and not expand, the Easement Purposes contemplated and permitted by this

Easement Agreement and (b) not release or diminish the duties and obligations owed by the District pursuant to the Easement Agreement.

9. If District ceases use and operation of the Improvements for a period of two consecutive years, such cessation of use and operation shall constitute abandonment by the District of its rights under this Easement Agreement.

10. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

11. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

12. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

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

14. The financial obligations of the District under and pursuant to this Agreement are subject to the annual appropriation, which appropriations shall be made in the sole discretion of the District's Board of Directors.

15. All notices or other communications provided for under this Agreement will be in writing and provided to the following addresses:

If to GRANTOR:

CS2005 Investments, LLC.  
10801 West Charleston Blvd, Suite 170  
Las Vegas, Nevada, 89135

If to GRANTEE

Widefield Water and Sanitation District  
Attn: District Manager  
8495 Fontaine Blvd.  
Colorado Springs, Colorado 80925

[SIGNATURE PAGES FOLLOW]



DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:  
**CS 2005 INVESTMENTS, LLC**, a  
Colorado limited liability company.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_            )

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
[\_\_\_\_\_] , as [\_\_\_\_\_] , of **CS 2005 INVESTMENTS, LLC**.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

[S E A L]

Notary Public

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: \_\_\_\_\_  
Lucas Hale, General Manager

Date: \_\_\_\_\_

**EXHIBIT A**

Legal Description of Easement and Temporary Construction Easement  
Attached

**EXHIBIT B**

Profile and Design of Expected Improvements  
Attached

**EXHIBIT A**  
**UTILITY EASEMENT**

August 21, 2020

A portion of the West Half of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 1; thence S00°23'53"E, (Bearings are relative to the west line of the Southwest Quarter of said Section 1, being monumented at Southwest Corner by a No. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing and distance of N00°23'37"W, 2632.05 feet), along the west line of said Northwest Quarter, a distance of 1499.31 feet; thence N89°36'23"E, leaving said west line, a distance of 1029.49 feet; thence S00°06'20"E, a distance of 27.17 feet, to the **POINT OF BEGINNING**; thence along the following seven (7) courses:



1. S00°06'20"E, a distance of 30.00 feet;
2. S89°59'41"W, a distance of 921.33 feet;
3. S00°24'40"E, a distance of 1173.11 feet;
4. S46°03'38"E, a distance of 464.98 feet;
5. S46°18'06"E, a distance of 822.60 feet;
6. S46°03'32"E, a distance of 184.51 feet;
7. S45°00'00"W, a distance of 30.01 feet, to a point on the northeast line of the land described in that Order and Decree recorded January 4, 2007 under Reception No. 207001688 in the Official Records of El Paso County, Colorado;

thence leaving said northeast line, S45°00'00"W, a distance of 355.06 feet, to a point on the southwest line of said Order and Decree; thence leaving said southwest line, S45°00'00"W, a distance of 13.28 feet; thence S89°38'11"W, a distance of 789.85 feet, to a point on the east line of that Water Easement recorded under Reception No. 218046272 in the Official Records of El Paso County; thence along said east line, N00°23'54"W, a distance of 30.00 feet, to a point on the south line of the land described in that Warranty Deed recorded January 21, 2014 under Reception No. 214004738 in the Official Records of El Paso County, Colorado; thence N89°38'11"E, along said south line, a distance of 777.55 feet; thence leaving said south line, N45°00'00"E, a distance of 0.41 feet, to a point on the southwest line of said Order and Decree; thence leaving said southwest line, N45°00'00"E, a distance of 355.06 feet, to a point on the northeast line of said Order and Decree; thence along said northeast line, N46°03'32"W, a distance of 153.88 feet; thence leaving said northeast line, N46°18'06"W, a distance of 822.60 feet, to a point on the northeast line of said land described in Warranty Deed recorded under Reception No. 214004738; thence along said northeast line, N46°03'38"W, a distance of 477.67 feet; thence leaving said northeast line, N00°24'40"W, a distance of 67.79 feet, to a point on the east line of that Permanent Easement for Southern Delivery System recorded January 2, 2014, under Reception No. 214000554, thence continuing along said east line, N00°24'40"W, for a distance of 1148.16 feet; thence leaving said east line, N89°59'41"E, a distance of 951.49 feet, to the **POINT OF BEGINNING**.

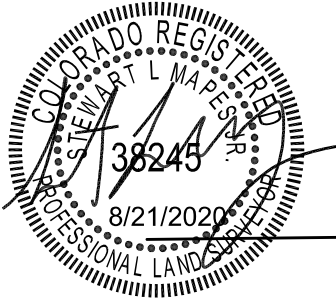
Containing 142,640 Sq. Ft. or 3.275 acres, more or less.

**TOGETHER WITH:**

A 35 foot temporary construction easement being offset 35 feet easterly from the above described easement.



Stewart L. Mapes, Jr.  
Colorado Professional Land Surveyor No. 38245  
For and on behalf of Clark Land Surveying, Inc.

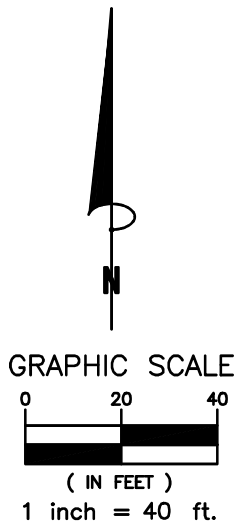


# EXHIBIT A UTILITY EASEMENT

POC  
NW CORNER OF SEC. 1  
T.15 S., R.65W.  
SIXTH P.M.  
3 1/4" ALUMINUM CAP  
IN RANGE BOX  
STAMPED, "PLS 17496"

**DRENNAN ROAD**  
**(60' PUBLIC R.O.W.)**  
(BOOK A, PAGE 78)

LINE	BEARING	DISTANCE
L1	S00°06'20"E	27.17'
L2	S00°06'20"E	30.00'
L3	S45°00'00"W	30.01'
L4	S45°00'00"W	13.28'
L5	N00°23'54"W	30.00'



OWNER:  
CS 2005  
INVESTMENTS LLC

FOUND 3 1/4"  
ALUMINUM CAP  
1/4 CORNER  
SEC. 1 & SEC. 2  
0.3 BELOW GRADE

FOUND #6 REBAR W/  
3 1/4" ALUM. CAP  
"PLS 16109" "2004"  
FLUSH W/ GRADE  
SE COR. SEC. 2

N89°36'23"E  
1029.49' (TIE)

60' PERMANENT EASEMENT  
FOR SOUTHERN DELIVERY SYSTEM  
REC. NO. 214000554

N89°59'41"E 951.49'

35' TEMPORARY  
CONSTRUCTION  
EASEMENT

S89°59'41"W 921.33'

OWNER:  
CS 2005  
INVESTMENTS LLC  
(NO DEED OF RECORD  
PER ASSESSOR)  
(2017 SCHEDULE NO.  
5500000385)

W 1/2  
SEC. 1  
T.15S., R.65W.,  
SIXTH P.M.

30' UTILITY EASEMENT  
142,640 S. F.±  
(3.275 ACRES±)

SHEET 4

## NOTE:

This EXHIBIT does not  
represent a monumented  
land survey, and is only  
intended to depict the  
attached LEGAL DESCRIPTION.

Project No:  
190988

Drawn: SCG  
Check: SLM

Date: 8/21/2020  
Sheet 3 of 4

**-Clark-**  
Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270  
www.clarkls.com

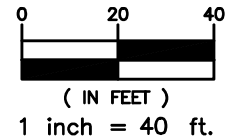
# EXHIBIT A UTILITY EASEMENT

SHEET 3

LINE	BEARING	DISTANCE
L1	S00°06'20"E	27.17'
L2	S00°06'20"E	30.00'
L3	S45°00'00"W	30.01'
L4	S45°00'00"W	13.28'
L5	N00°23'54"W	30.00'

W 1/2  
SEC. 1  
T.15S., R.65W.,  
SIXTH P.M.

GRAPHIC SCALE



OWNER:  
UNITED STATES OF  
AMERICA  
(REC. 214004738)

30' UTILITY EASEMENT  
142,640 S. F.±  
(3.275 ACRES±)

35' TEMPORARY  
CONSTRUCTION EASEMENT

OWNER:  
CS 2005  
INVESTMENTS LLC  
(NO DEED OF RECORD  
PER ASSESSOR)  
(2017 SCHEDULE NO.  
5500000385)

OWNER:  
CS 2005  
INVESTMENTS LLC  
C/O ROBERT M  
EVANS  
(REC. 207001688)

30' WATER EASEMENT  
REC. NO. 218046272

## NOTE:

This EXHIBIT does not  
represent a monumented  
land survey, and is only  
intended to depict the  
attached LEGAL DESCRIPTION.



Project No:  
190988

Drawn: SCG  
Check: SLM

Date: 8/21/2020  
Sheet 4 of 4

**-Clark-**  
Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270  
www.clarkls.com



**LICENSE**  
TSL- 9913-200616

THIS LICENSE is dated August 13, 2020 between TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation with offices at 1100 West 116<sup>th</sup> Avenue, Westminster, Colorado, 80234 ("Licensor" or "Tri-State") and WIDEFIELD WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado with offices at 8495 Fontaine Blvd. Colorado Springs, Colorado 80925 ("Licensee").

WHEREAS, Licensor owns an electric transmission line easement in Section 1, Township 15 South, Range 65 West, El Paso County, State of Colorado (the "Easement"); and

WHEREAS, Licensee has requested permission to construct, operate, maintain and repair a potable water line with a 16-inch nominal diameter, buried 5 feet deep (the "Facilities"), which will cross 383 feet East of structure 72 and 436 feet West of structure 73 of Licensor Geesen – Lorsen Ranch 115kV transmission line.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Licensor grants to Licensee a license (the "License") to locate Licensee's Facilities as described on the attached Exhibit A, subject to the following terms and conditions:

1. Licensee, its employees, contractors and agents may use the License for the purpose of crossing the Easement area with the Facilities and for no other purpose. Licensee may not assign or sublet the License or its rights under it to any third party.
2. The Facilities must be constructed as shown on the attached Exhibit A. No future change of the Facilities or related drawings will be made by Licensee without Licensor's prior written approval. Licensee shall mail any "As-Built Exhibit A" Facilities drawing to Licensor's Transmission Land Rights and Permitting Department, P.O. Box 33695, Denver, Colorado 80233.
3. Licensee understands and agrees that the License merely allows permission for Licensee to cross the Easement area with the Facilities; however, Licensee should obtain appropriate land rights from the fee owners of the subject property that give Licensee the right to install and maintain the Facilities on the landowner's land. In addition, Licensee agrees not to violate the terms of the Easement except to the extent expressly permitted under the provisions of this license.
4. The following special conditions apply to the License:
  - 4.1. Licensee shall notify Tri-State's System Operations Outage Coordinator ("Coordinator") no less than thirty (30) calendar days (the "Notification Time Frame") before performing any excavation or using any oversized equipment in the Easement area. The Coordinator can be contacted Monday – Friday, 7 AM – 4 PM at 303-254-

3645 or TSGTOutage@tristatgt.org. If notification is sent to the Coordinator before 10 AM, then day one of the Notification Time Frame shall begin the same day; or if notification is sent to the Coordinator after 10 AM, then day one of the Notification Time Frame shall begin the following day. (This Notification Time Frame is necessary to allow Tri-State's Transmission System Operations Department time to review, evaluate and submit the system information to its balancing authorities and reliability coordinator and to allow time to have an observer/certified switchman at the worksite.)

- 4.2. Licensee shall restrict construction equipment height under Licensor's transmission line to fourteen (14) feet.
- 4.3. Licensee shall ensure that all workers in proximity of energized lines are qualified. "Qualified" is defined in O.S.H.A. 29 CFR 1910.269, latest edition.
- 4.4. The Facilities must be located a distance of at least twenty-five (25) feet from Licensor's transmission structure foundations (footers and guy anchors).
- 4.5. If directed by Licensor (or designate representative of Licensor), Licensee shall provide shoring or other supportive devices to protect the foundation of the Licensor's structures (footers or guy anchors or both) at Licensee's expense.
- 4.6. Licensee shall keep the clearance between Licensee's conductor wires and Licensor's conductor wires to meet RUS standards per RUS Bulletin 1724E-200 and any related criteria stated therein as referenced on the internet at [https://www.rd.usda.gov/files/UEP\\_Bulletin\\_1724E-200.pdf](https://www.rd.usda.gov/files/UEP_Bulletin_1724E-200.pdf) (as updated).
5. The License is issued subject to any prior licenses, leases, easements or other land rights granted by Licensor to third parties and except as provided in Section 13 below due to a breach, Licensor may terminate this License at any time on written notice to Licensee.
6. Licensor may grant third parties rights to install pipes, conduits, ducts or other facilities in, on, under or along the Easement area.
7. After construction of the Facilities and thereafter, in the event of resettling, Licensee shall restore the surface of the Easement area by grading and compacting any irregularities and reclaim all disturbed areas. If Licensor determines, in its sole discretion, that Licensee's Facilities are obstructing Licensor's facilities in the Easement Area, or that Licensee's Facilities are hindering Licensor's ability to operate and utilize its own facilities and equipment, Licensee shall, at its expense, relocate or remove the Facilities at Licensor's request.
8. Unless extended by the parties, Licensee has 365 days from the date of this License to initiate and complete construction of the Facilities. Licensee's failure to do so, or Licensee's failure to obtain an extension of time for construction from Licensor, shall result in automatic revocation of this License. In such event, Licensee shall remove the Facilities pursuant to paragraph 13 below.


9. Licensee shall in no way damage Licensors facilities, and if such damage occurs, Licensee shall take immediate steps to correct the condition and compensate Licensors for any damage. Should Licensee fail to so correct and compensate, Licensors may declare this License terminated upon 30 days written notice to Licensee.
10. Only to the extent authorized by law, Licensee shall indemnify and hold harmless Licensors against all claims and liability for damages, losses or expenses, including reasonable attorneys' fees, for injury or death to any person or damage to property, if the same is in any way connected with or results from Licensee's activities under this License, unless created and caused by Licensors sole negligence. Should Licensee install underground facilities, Licensee shall also hold harmless Licensors and release Licensors from any and all effects upon or damage to Licensee's pipeline and other facilities relating to their placement within Tri-State's Easement Area or otherwise in close proximity to Licensors electric transmission line. Licensee is solely responsible, at its sole cost and expense, for designing its facilities to be compatible with Licensors high-voltage transmission line facilities and with the use of heavy vehicles and equipment within the Easement Area.
11. Licensee warrants that as of the date of this License, there are no liens or claims against any property that Licensee intends to install pursuant to this License, and Licensee shall promptly resolve and remove any such encumbrance that may arise after the date of this License that is caused by Licensee's activities under this License.
12. Licensee will reimburse Licensors for all costs, including reasonable attorneys' fees, should Licensors be obligated to enforce its rights under this License.
13. If Licensee abandons the Facilities in the Easement area, or if Licensee breaches the terms of this License, the permission and right herein granted shall terminate, except in the case of breach Licensors will first notify Licensee and give Licensee 30 days to cure the breach. If Licensee does not cure the breach, Licensors may thereafter terminate this License. Upon termination, Licensors will provide written notice requiring Licensee to promptly remove the Facilities. If Licensee fails to promptly remove the Facilities, Licensors may remove the Facilities at Licensee's expense. Licensors may offset such costs against any amounts owed by it to Licensee.
14. Licensee is aware that electric conductors on and above the Easement area are not insulated and conduct and transmit electric current. Licensee shall inform its employees, agents, contractors and other persons who enter upon Easement area of the dangers involved.
15. Any notices required by this License shall be hand delivered or sent via US Mail or overnight service with signature required upon receipt and will be deemed received upon hand delivery or delivery signature. Notices sent to Licensors via US Mail, Federal Express, UPS or hand delivery shall be sent to 1100 West 116<sup>th</sup> Avenue, Westminster, CO 80234. Notices to Licensee must be delivered to 8495 Fontaine Blvd, Colorado Springs, Colorado 80925.

License may be modified only by a writing signed by both parties. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this License constitute a waiver of any subsequent breach or a waiver of the provision itself. If any provision of this License is held invalid and unenforceable by a court of competent jurisdiction, the remainder of this License will remain in full force and effect. The rights and remedies provided in this License are cumulative, and no one of them shall be exclusive of any other right or remedy allowed by law or equity.

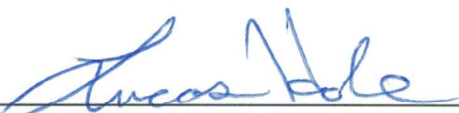
17. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same License. The counterparts of this License may be executed and delivered by email or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means as if the original had been received.
18. Licensee is a governmental entity and is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Licensee or its officers or employees. Licensee's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Licensee's Board of Directors.

IN WITNESS WHEREOF, this License has been executed as of the day and year first above written.

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. (Licensor)

By:   
Joel K Bladow (Aug 13, 2020 16:07 MDT)  
Name: Joel K. Bladow  
Title: Senior Vice President Transmission

WIDEFIELD WATER AND SANITATION DISTRICT (Licensee)

By:   
Name: Lucas Hale  
Title: District Manager







Date: July 20, 2020

Tyler Swanson  
Siting & Land Rights Agent  
1800 Larimer St. – Suite 400  
Denver, CO 80202

Widefield Water and Sanitation District is requesting approval to install and maintain a 16" potable water main across an existing Xcel Energy right of way. Widefield is requesting a 30 feet permanent easement along with a 35 feet temporary construction easement to cross through Xcel's right of way. The proposed construction is located in Section 1, Township 15S, Range 65W, County of El Paso, State of Colorado.

The proposed potable water line will cross at a 90° angle to Xcel's power lines.

If you have any questions concerning this request please contact Ms. Gwen Dall, P.E. JDS Hydro at 719-227-0072.

Sincerely:

A handwritten signature in blue ink, appearing to read "Lucas Hale", is written over a horizontal line.

Lucas Hale  
District Manager  
Widefield Water and Sanitation District

Date: 7/20/2020



# Encroachment Application

## Electric Transmission Line

Xcel Energy Easements and Rights-of-Way



### Instructions:

- All applicants proposing an encroachment on Xcel Energy electric transmission line easements or rights of way must complete the following form and return it with the required drawings, maps, and other plans.
- Additional information on encroachments, including initial guidance and frequently asked questions, is available on the Xcel Energy website.
- All encroachments must be approved by Xcel Energy prior to installation.
  - No encroachment will be permitted until all fees are paid and the agreement is signed by both parties.
- Please allow **2-4 weeks** from date of submission for review and response:
  - Applications are processed as they are received.
  - Most proposed encroachments require review and approval by Xcel Energy engineering and/or operations staff.
  - More detailed requests may require additional time, depending on the scope, complexity, and if survey data collection is required.
  - If all information is not provided with the initial request this may add additional processing time.
  - Please indicate if a different timeline is requested. If the request is deemed urgent, please provide justification.
- The requested encroachment should not be in conflict with the terms and conditions of any existing agreement.
- If the request is approved, the applicant is required to notify Xcel Energy of the actual date the project is completed.
- Please see the instructions at the very bottom of the form for submitting applications to the appropriate regional contact.
- **Please make sure this form is complete before submitting.**
  - This is a **PDF Form** that may be filled out by typing in the fields below, or by printing the form, completing by hand and scanning to PDF.

### NOTE REGARDING PAYMENT:

A **\$500.00 non-refundable** administrative fee **must** be paid to Xcel Energy to process this application. Please make checks payable to **Xcel Energy**. Additional fees may be incurred depending on the scope, complexity, and if survey data collection is required.

### 1. Applicant Information

#### Applicant / Property Owner:

(e.g. person who will be executing the agreement)

Full Name:

Date:

Address:

*Street Address*

*Apartment/Unit #*

*City*

*State*

*ZIP Code*

Phone:

E-mail:

(This section is intended for additional contact information or if a contact different than the applicant will be coordinating the encroachment request - e.g. Consultant, Engineer, or Project Manager at an engineering firm)



List name(s) of other maps here:

Easement Exhibit

Crossing Site

#### 4. Project Plans & Information

**Please complete the following** – The more specific information, drawings, and dimensions that can be provided helps expedite the review process. The more details - the better.

Xcel Energy Facility:

Electric Transmission: ☒ Overhead ☐ Underground ☐ Other: \_\_\_\_\_

Detailed Description of Proposed Encroachment:

A 16" C900 PVC DR18 water line will be installed that will connect an existing water line to a proposed water tank. This water line will be installed under Xcel overhead electric lines. The waterline will be buried a minimum of 5' from existing grade. There are two power poles to the northwest of the waterline at a distance of 394' and two power poles to the southeast at a distance of 483' from the waterline. The water line will be crossing between the four power poles at an approximate 90 degree angle as shown in the drawings.

Schedule:

Requested Review Completion Date: August 31, 2020

Comments: \_\_\_\_\_

Proposed Construction Start Date: January 2021

Comments: \_\_\_\_\_

Anticipated Construction End Date: July 2021

Comments: \_\_\_\_\_

Please provide the following and check the box if included:

- ☒ **Plans or Drawings – showing size and location of proposed encroachment, including dimensions to a reference point - edge of right of way, property line, wires, or structure**  
(e.g. Shed to be located 25 east of structure in NW corner of property, 10 feet south of North property line)
- ☒ **Elevation, Profile or Cross Section Drawings of proposed encroachment**  
(e.g. Shed Plans, Fence Plans, etc. w/ height and dimensions)
- ☐ **Grading / Contour / Landscape / Drainage Plan Drawings**  
(when excavation or grading work is being performed)
- ☐ **Roadway, Parking Lot, or Driveway Plans** (including pavement and curb elevations)
- ☐ **Lighting and Signage Plans** (Light Poles, Billboards, Flagpoles, etc.)
- ☒ **Photos of Proposed Encroachment, Proposed Location, and Nearest Transmission Facilities**
- ☒ **Any other plans, maps, or marked up drawings that would be helpful**

Key Information to include, preferably on drawings and maps:

- ☒ **GPS or Survey Coordinates of Encroachment Location**
- ☒ **Distance between Encroachment and nearest structures, anchors, or facilities**
- ☐ **Distance between Encroachment and edge of Right-of-Way**
- ☒ **Underground Utility or Pipeline Info: Diameter, Material, and Buried Depth**
- ☒ **Angle of Crossing (for pipelines - Gas, Sewer, or Water & Underground Utilities)**

List name(s) of other files / drawings here:

Easement Exhibit

Crossing Site

**When possible, please provide files of the following type:**

- 2-Dimensional CAD drawing files of proposed encroachment, grading, etc.

- 3-Dimensional CAD drawing files of proposed encroachment, grading, etc.

**Acceptable File Formats:**

- Both PDF and DXF file formats are preferred.

**Survey System:**

- If drawings are survey orientated to a coordinate system, please provide which system – e.g. Hennepin County Coordinate System or UTM Zone 15N (WGS84), etc.

Additional Information:

## 5. Application Submittal

Submit completed requests to the appropriate regional contact's e-mail address:

Operating Company / Service Area	Regional Contact	E-mail Address and phone #
<b>Public Service Company of Colorado (PSCO):</b> <i>Colorado</i>	Tyler Swanson Siting & Land Rights Agent	<a href="mailto:coloradorightofway@xcelenergy.com">coloradorightofway@xcelenergy.com</a> (303)-571-7878
<b>Northern States Power (NSP) – MN:</b> <i>Minnesota, North Dakota, South Dakota</i>	Chad Peterson, Siting & Land Rights Agent	<a href="mailto:midwestrightofway@xcelenergy.com">midwestrightofway@xcelenergy.com</a> (612)-330-6007
<b>Northern States Power (NSP) – WI:</b> <i>Wisconsin, Michigan</i>	Dawn Schultz Siting & Land Rights Agent	<a href="mailto:midwestrightofway@xcelenergy.com">midwestrightofway@xcelenergy.com</a> (612)-330-6007
<b>Southwestern Public Service Company (SPS):</b> <i>Texas, New Mexico, Oklahoma, Kansas</i>	Jason Lytal Siting & Land Rights Agent	<a href="mailto:southernrightofway@xcelenergy.com">southernrightofway@xcelenergy.com</a> (806)-640-6606

If unable to submit via e-mail, please mail all documentation to the appropriate regional contact's address:

Operating Company / Service Area	Regional Contact	Address
<b>Public Service Company of Colorado (PSCO):</b> <i>Colorado</i>	Tyler Swanson Siting & Land Rights Agent	Attn: Xcel Energy - Siting & Land Rights 1800 Larimer St. – Suite 400 Denver, CO 80202
<b>Northern States Power (NSP) – MN:</b> <i>Minnesota, North Dakota, South Dakota</i>	Chad Peterson Siting & Land Rights Agent	Attn: Xcel Energy - Siting & Land Rights 414 Nicollet Mall – 6 Minneapolis, MN 55401
<b>Northern States Power (NSP) – WI:</b> <i>Wisconsin, Michigan</i>	Dawn Schultz Siting & Land Rights Agent	Attn: Xcel Energy - Siting & Land Rights 1414 West Hamilton Ave PO Box 8 Eau Claire, WI 54702
<b>Southwestern Public Service Company (SPS):</b> <i>Texas, New Mexico, Oklahoma, Kansas</i>	Jason Lytal Siting & Land Rights Agent	Attn: Xcel Energy - Siting & Land Rights 790 S. Buchanan St. Amarillo, TX 79101

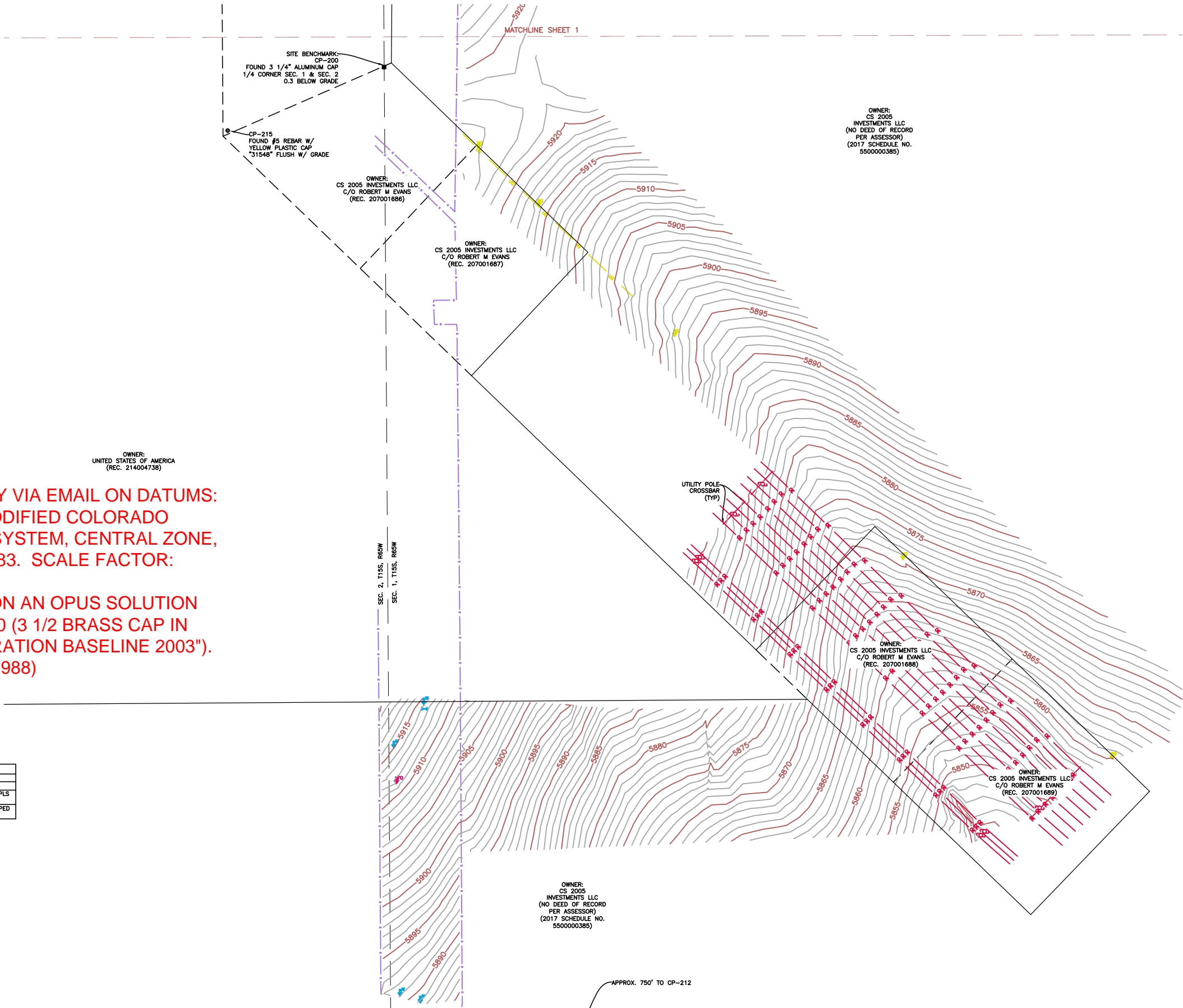
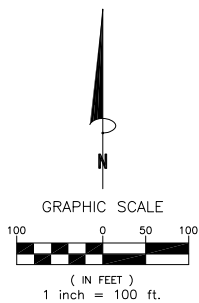
OFFICE USE ONLY:	Request form maintained by Riley Moldenhauer, Transmission Line Engineering Dept. >>>Please contact him with questions or comments ( <a href="mailto:riley.j.moldenhauer@xcelenergy.com">riley.j.moldenhauer@xcelenergy.com</a> )	Date Last Updated:	09/30/2019
		Form Version:	2



- LEGEND
- FOUND MONUMENT (ALIQUEOT)
  - FOUND MONUMENT (AS NOTED)
  - WATER VALVE
  - WATER MARKER
  - UTILITY POLE
  - FIBEROPTIC MARKER
  - GAS MARKER
  - GAS LINE (UNDERGROUND)
  - ELECTRIC LINE (OVERHEAD)
  - BARB WIRE FENCE

NOTES PROVIDED BY SURVEY VIA EMAIL ON DATUMS:  
HORIZONTAL DATUM IS IN MODIFIED COLORADO  
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE,  
NORTH AMERICAN DATUM 1983. SCALE FACTOR:  
1.000321070  
VERTICAL DATUM IS BASED ON AN OPUS SOLUTION  
RAN ON CONTROL POINT #100 (3 1/2 BRASS CAP IN  
CONCRETE, "EL PASO CALIBRATION BASELINE 2003").  
ELEVATION = 5,815.45 (NAVD1988)

CONTROL POINT TABLE				
NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
200	1343661.00	3248837.58	5917.93'	3 1/4" ALUMINUM CAP
212	1341029.82	3248855.82	5858.43'	3 1/4" ALUMINUM CAP STAMPED "PLS 15109"
215	1343530.19	3248513.33	5920.43'	1 1/4" YELLOW PLASTIC CAP STAMPED "PLS 31548"



## ENGINEERING DESIGN SURVEY

A PORTION OF THE W1/2 OF SECTION 1,  
TOWNSHIP 15 SOUTH, RANGE 65 WEST, OF THE SIXTH P.M.,  
CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

Project No. 190988

Drawn By: SCG  
Checked By: SLM

Date: 1/15/2020  
Sheet 2 of 2

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after the first date of detection. No action may be commenced more than ten years from the date of the certification shown hereon.

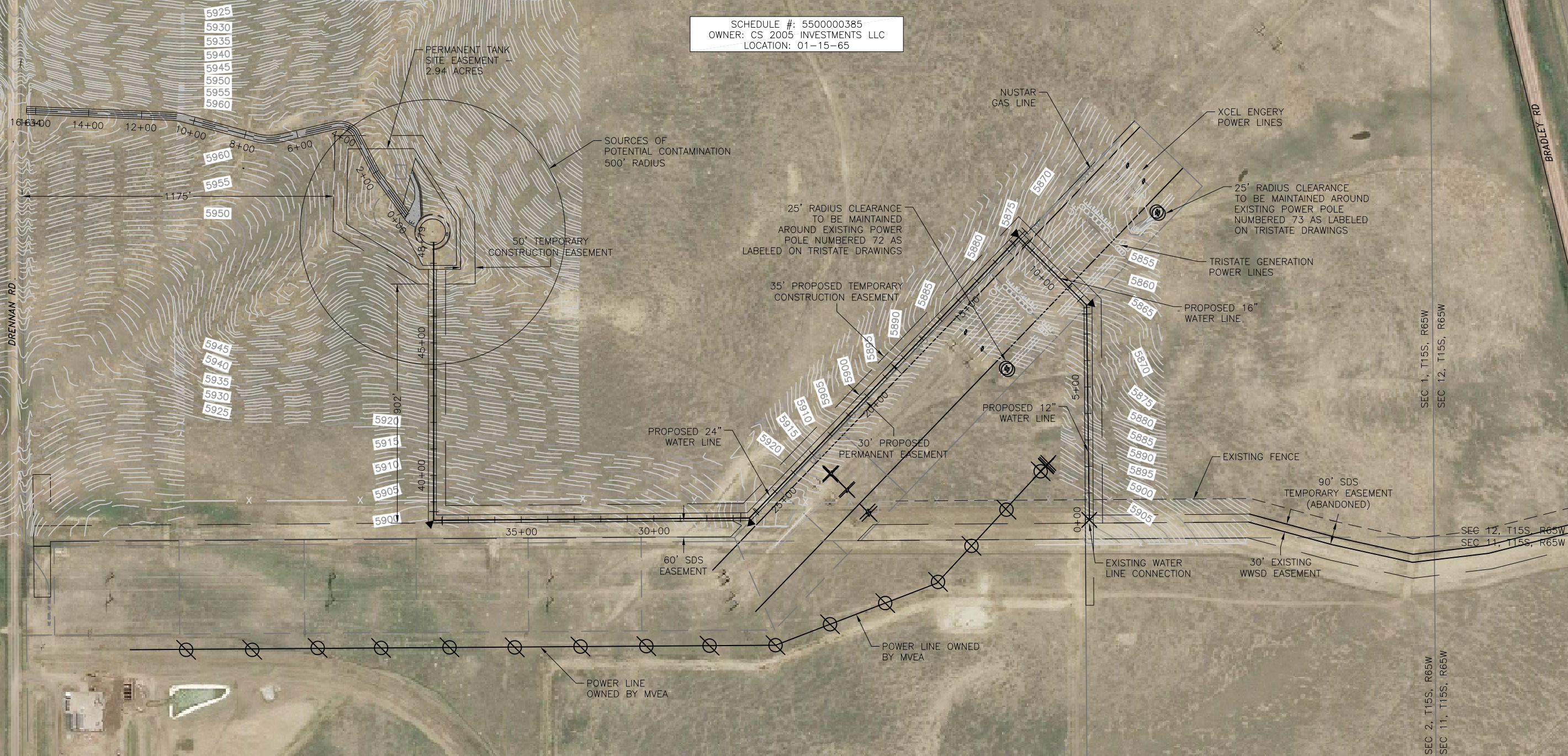
Revisions			No.	Date
Description	By	Date		



J:\JDS-Hydro\Project Files\102 Widefield Water And San\102.121 Rolling Hills Tank Drawings\Working\102121\_P&P\_recover.dwg  
2020/07/21 9:10 AM By: Shelby West

0 150' 300'  
SCALE 11x17: 1" = 300'  
SCALE 24x36: 1" = 150'

NOTE:  
AERIAL IMAGERY IS NOT ACCURATELY SCALED  
AND SHOULD BE UTILIZED FOR REFERENCE  
ONLY



WIDEFIELD WATER AND SANITATION DISTRICT  
ROLLING HILLS 2MG POTABLE WATER TANK AND INLET PIPELINE

JDS-HYDRO CONSULTANTS, INC.  
5540 TECH CENTER DR., SUITE 100  
COLORADO SPRINGS, COLORADO 80919  
(719) 227-0072

OVERALL SITE PLAN

NO.	DESCRIPTION	BY	APP.	DATE
1				
2				
3				
4				
5				
6				
7				

60% DESIGN

Project No.: 102.121  
Date: 07/02/20  
Design: GJD  
Drawn: SNW  
Check: JPM

C1  
SHEET 3 OF 31



J:\JDS-Hydro\Project Files\102 Widefield Water And San\102.121 Rolling Hills Tank Drawings\Working Crossing Application\102121\_Site Plan.dwg  
2020/06/04 9:04 AM By: Shelby West

0 50' 100'  
SCALE 11x17: 1" = 100'  
SCALE 24x36: 1" = 50'

APPROXIMATE LOCATION  
OF NORTH POWER POLE  
LATITUDE: 38°46'16.01"N  
LONGITUDE: 104°37'28.80"W

UTILITY POLE  
CROSSBAR  
(TYP)

APPROXIMATE LOCATION  
OF WATERLINE CROSSING  
LATITUDE: 38°46'13.30"N  
LONGITUDE: 104°37'25.10"W

PROPOSED 16"  
WATER LINE

NOTE:

1. WATER LINE CROSSES UNDERNEATH POWER LINES AT A 89° ANGLE
2. VERTICAL AND HORIZONTAL DATUM IS IN MODIFIED STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983.



CONSULTANTS, INC.  
5540 TECH CENTER DR., SUITE 100  
COLORADO SPRINGS, COLORADO 80919  
(719) 227-0072

DISCLAIMER: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ANY ERRORS OR OMISSIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR. JDS-HYDRO ASSUMES NO LIABILITY FOR UNAUTHORIZED CHANGES AND/OR REVISIONS MADE TO PLANS.

WIDEFIELD WATER AND SANITATION DISTRICT  
ROLLING HILLS 2MG POTABLE WATER TANK AND INLET PIPELINE  
CROSSING SITE

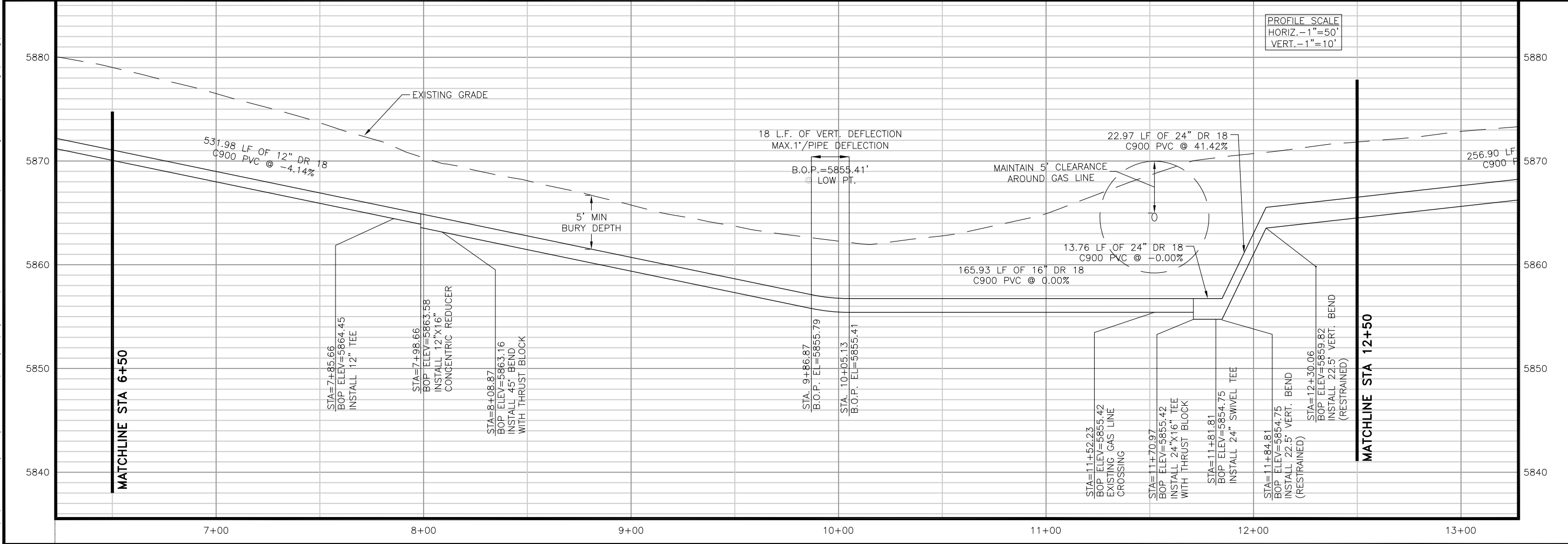
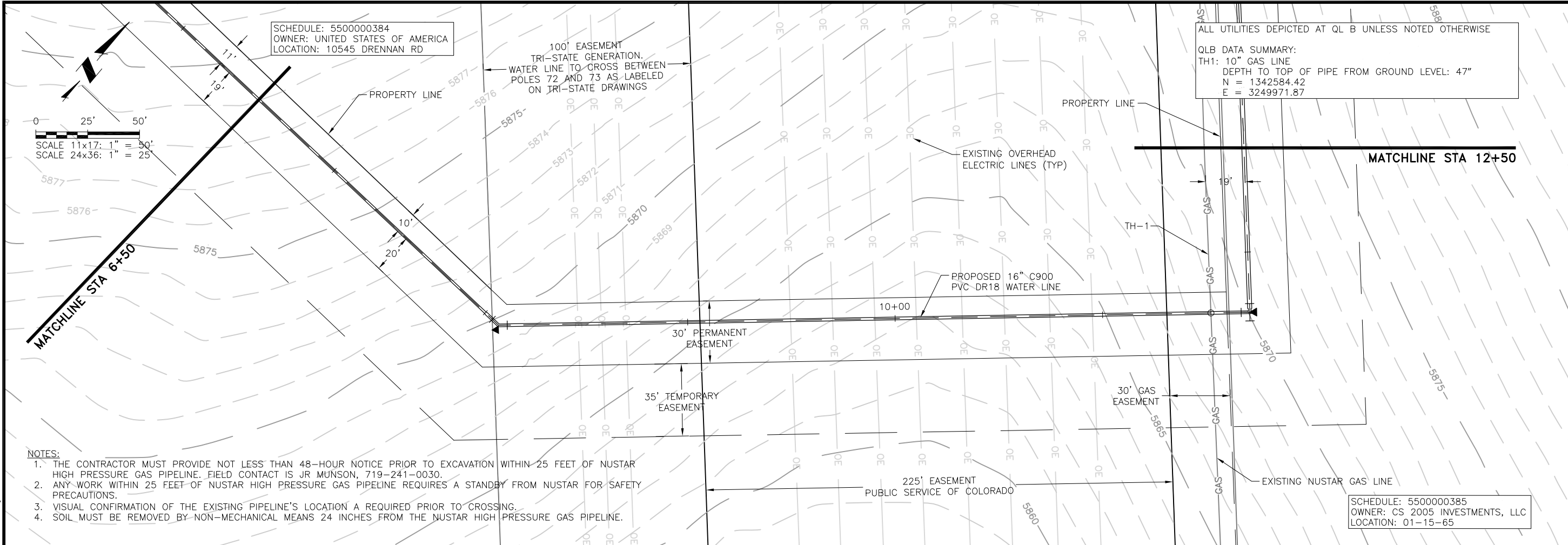
REVISIONS			
NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			
7			

PRELIMINARY

Project No.: 102.121  
Date: 05/26/20  
Design: GJD  
Drawn: SNW  
Check: JPM

SHEET ---- OF

J:\JDS-Hydro\Project Files\102 Widefield Water And San\102.121 Rolling Hills Tank Drawings\Working\102121\_P&P\_recover.dwg 2020/07/21 9:11 AM By: Shelby West



**JDS-HYDRO** CONSULTANTS, INC.  
5540 TECH CENTER DR., SUITE 100  
COLORADO SPRINGS, COLORADO 80919  
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**WIDEFIELD WATER AND SANITATION DISTRICT**  
**ROLLING HILLS 2MG POTABLE WATER TANK AND INLET PIPELINE**  
**PLAN AND PROFILE**  
**ALIGNMENT STA 6+50 TO STA 12+50**

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			
7			

**60% DESIGN**

Project No.: 102.121  
Date: 07/02/20  
Design: GJD  
Drawn: SNW  
Check: JPM

EL PASO COUNTY - COLORADO

5500000385  
BRADLEY RD

Total Market Value  
\$22,829

OVERVIEW

Owner:	CS 2005 INVESTMENTS LLC, C/O ROBERT M EVANS
Mailing Address:	250 PILOT ROAD ST#140 LAS VEGAS NV, 89119-3543
Location:	BRADLEY RD
Tax Status:	Taxable
Zoning:	PUD
Plat No:	-
Legal Description:	TR IN SECS 1, 2, 11 & 12-15-65 DESC AS FOLS: COM AT NE COR OF SD SEC 1 SD PT BEING POB, TH S 00<04'44" E ALG E LN OF NE4 SEC 1 2643.43 FT TO E4 COR OF SD SEC 1, TH S 00<04'53" E 2609.66 FT TO A PT ON THE N R/W LN OF BRADLEY RD, TH S 89<50'39" W 1124.04 FT, TH ALG ARC OF CUR TO L HAVING A RAD OF 5105.0 FT A C/A OF 13<39'41" A DIST OF 1217.22 FT, TH S 76<10'58" W 5797.66 FT TO A PT ON W LN OF NE4 SEC 11, TH N 00<10'04" W 1392.70 FT TO N4 COR OF SEC 11, TH N 00<23'37" W ALG E LN OF SW4 SEC 2 1319.07 FT TO NE COR OF S2 SEC 2, S 89<37'54" W ALG N LN OF S2SW4 SEC 2 1964.31 FT TO NW COR OF W2SW4SW4 SEC 2, TH N 05<50'18" E 2540.30 FT, N 36<32'24" E 1604.90 FT, N 16<58'50" E 184.45 FT TO A PT ON N LN OF NW4 SEC 2, TH N 89<23'49" E 668.25 FT TO N4 COR OF SEC 2, TH N 89<23'28" E 2668.77 FT TO NE COR OF SEC 2, TH N 89<21'45" E 2657.57 FT, TH N 89<19'28" E 2667.46 FT TO POB, EX TRS DESC BY REC #207001680 THRU 207001689, EX POR DESC BY REC #214004738

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$22,829	\$6,620
Improvement	\$0	\$0
Total	\$22,829	\$6,620

No buildings to show.

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	AG. GRAZING LAND	29.000	802.42 Acres	\$22,829

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **DBV**    Levy Year: **2019**    Mill Levy: **64.850**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	7.222	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719) 520-6498
WIDEFIELD SCHOOL NO 3	56.396	TERRY KIMBER	(719) 391-3026
SOUTHEASTERN COLO WATER CONSERVANCY	0.902	JAMES BRODERICK	(719) 948-2400

