

GRANT OF UTILITY EASEMENT

This Agreement for Grant of a Utility Easement is entered into this 30th day of March, 2017 between:

Name: Block 260, LLP, a Colorado limited liability partnership, and
Block 260 Ltd., a Colorado limited partnership

Address: Three Widefield Blvd.
Colorado Springs, CO 809011-2126

hereinafter collectively referred to as "Grantor"

and the **Security Water District** and the **Security Sanitation District**, 231 Security Blvd., Colorado Springs, CO 80911, hereinafter referred to as the "Districts".

RECITALS

A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").

B. The Districts want to acquire an easement across Grantor's Property for purposes of a utility easement, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

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

1. Grant of Easement. Grantor expressly grants and conveys to the Districts a perpetual nonexclusive easement over and across the Grantor's Property, the description, location and dimensions of the easement being set forth in Exhibit B attached hereto. A sketch depicting the location and dimensions of the Easement is attached hereto as Exhibit C and incorporated by this reference.

2. Purpose of Easement. The Easement to the Districts shall be for the purposes of construction, replacement, improvement, repair, maintenance, and operation of utility facilities, including but not limited to underground pipelines, metering devices, pumps, motors, manholes, valves, utilities, fixtures, water and wastewater collection and distribution lines, and fixtures, appurtenances, and attachments related thereto, together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.

3. Use of Easement by Grantor. The Grantor shall be entitled to use the Easement area for its own purposes of a private roadway that services the Grantor's Property ("Grantor's Road"). No building, structure, trees, shrubs, fences, landscaping, or other improvement shall be placed or constructed on or within said Easement by the Grantor without the Districts' express

written consent. Provided, however, Grantor may place typical types of paving, curbs, and gutters across the Easement as necessary for the Grantor's Road and the corresponding use and enjoyment of the Grantor's Property. The Grantor shall be responsible for the maintenance of the Grantor's Road, except for any damages caused by the District which shall be the District's obligation to repair. The Districts shall have the right to remove all obstructions or improvements from the Easement that were not permitted by the terms of this Agreement, were placed without the District's consent, or which interfere with the use and enjoyment of the Easement, without liability to Grantor. The Districts agree that if it is required to disturb the surface of the Easement for construction, maintenance, or operation of the utility facilities, it shall restore the surface to the pre-disturbance condition.

4. District's Use and Enjoyment. Grantor agrees to not use, or to allow use of, the Easement property in a way that would interfere with the Districts' use of the Easement or place the Districts' improvements and any appurtenances at risk of damage. Any other utilities placed within the nonexclusive easement (i.e., natural gas, telephone, cable, etc.) shall only be placed with the Districts' prior written consent, which consent shall not be unreasonably withheld or delayed, so that such other utilities shall not be located on top of the Districts' utility facilities or so close thereto as to interfere with or impair the Districts' access, construction, replacement, and maintenance of the utility facilities within said Easement.

5. Utilities. Part of the Districts' utilities within the Easement may consist of utility service by other utility providers, such as Colorado Springs Utilities ("Other Utility Providers"). The Districts shall have the right to grant utility easements to Other Utility Providers related to the Districts' use of the Easement and property served and/or accessed by the Easement. The utility easements to the Other Utility Providers shall be upon customary terms and shall be subject to the reasonable review and approval of the Grantor, which approval shall not be unreasonably withheld or delayed.

6. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.

7. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.

8. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR:

Block 260, LLP,
a Colorado limited liability partnership

By: 
Mark Watson, General Partner

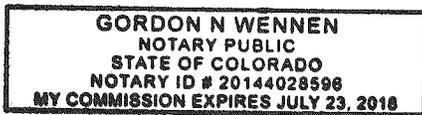
Date: 03/30/17

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

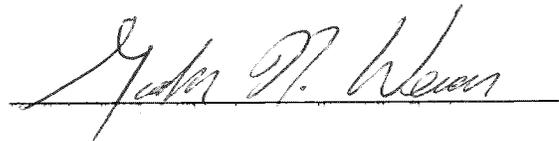
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260, LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

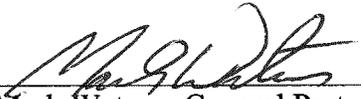
My commission expires: July 23, 2018



Notary Public



GRANTOR:
Block 260 Ltd., a Colorado limited partnership

By: 
Mark Watson, General Partner

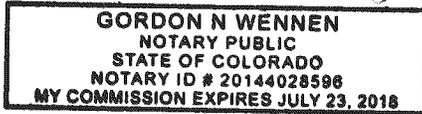
Date: 3/30/17

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

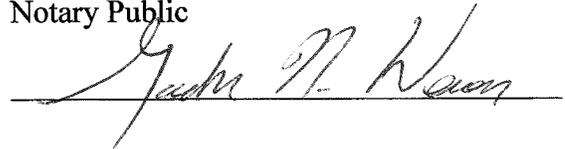
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260 Ltd., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018



Notary Public



GRANT OF UTILITY EASEMENT ACCEPTED AND AGREED:

Security Water District

Security Sanitation District

By: Roy E. Heald
Roy E. Heald, Manager

By: Roy E. Heald
Roy E. Heald, Manager

Date: March 31, 2017

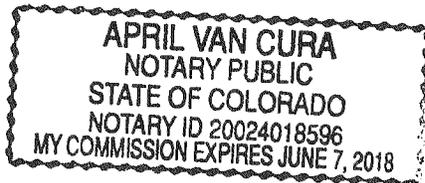
Date: March 31, 2017

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

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by Roy E. Heald as Manager of Security Water District and Security Sanitation District.

Witness my hand and official seal.

My commission expires: 6-7-18



Notary Public

April Van Cura

EXHIBIT A

To

Grant of Utility Easement

Grantor's Property

That part of the Northeast Quarter of Section 2, Township 15 South, Range 66 West of the 6th Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

Book 5919 at Page 1413 of the records of said El Paso County;

TOGETHER WITH THE FOLLOWING:

Reception No. 210003562 of said records of El Paso County.

EXHIBIT B

To

Grant of Utility Easement

Non-Exclusive Utility Easement

Prepared by: GMS, Inc., Consulting Engineers

Date of Preparation: March 11, 2017

Revised: March 21, 2017

A variable width permanent, non-exclusive utility easement over, under and across that part of the Northeast Quarter of Section 2, Township 15 South, Range 66 West of the 6th Principal Meridian, El Paso County, Colorado, said variable width utility easement being more particularly described as follows:

Commencing at the North Quarter corner of said Section 2; thence S00°52'03"E (said bearing and all others used in this land description are relative to the north line of said Northeast Quarter of Section 2 which is assumed to bear N89°32'55"E), along the west line of said Northeast Quarter of Section 2, a distance of 440.01 feet to a point on the south line of that parcel of land as described under Reception No. 209090392 of the records of said county, said line being 440 feet south of said north line of the Northeast Quarter of Section 2, said line hereinafter being referred to as the south right-of-way line of Milton Proby Parkway; thence N89°32'55"E, along said south right-of-way line thereof, a distance of 1132.30 feet to the Point of Beginning, said point being the northwest corner of that parcel of land as described in Book 5013 at Page 1091 of said records;

thence continue N89°32'55"E, along said south right-of-way line thereof, a distance of 30.50 feet to a point on a line being 30.50 feet easterly of and parallel to the west line of said parcel of land as described in Book 5013 at Page 1091;

thence S00°50'49"E, along said parallel line thereof, a distance of 1011.14 feet;

thence S45°50'49"E, a distance of 38.05 feet;

thence S89°10'34"W, a distance of 26.91 feet to a point on said line being 30.50 feet easterly of and parallel to the west line of that parcel of land as described in Book 5013 at Page 1091;

thence S00°50'49"E, along said parallel line thereof, a distance of 130.00 feet;

thence N89°10'34"E, a distance of 39.14 feet;

thence S44°09'07"W, a distance of 41.21 feet;

thence S00°50'49"E, a distance of 317.85 to a point of curvature;

thence along the arc of a non-tangential curve concave to the southwest whose chord bears S26°47'14"E, through a central angle of 49°10'17", a radius of 70.00 feet for an arc distance of 60.07 feet to a point on the westerly extension of a southwesterly line of that parcel of land as described under Reception No. 216014428 of said records;

thence S57°21'06"E, along said westerly extension thereof and along said southwesterly line of that parcel of land as described under Reception No. 216014428, a distance of 416.27 feet to the northwest corner of Clear View Drive as platted in Clear View Industrial Park Filing No. 1 as recorded under Plat Book N-2 at Page 19 of said records;

thence S32°38'54"W, along the westerly line of said Clear View Drive, a distance of 80.00 feet to a point on the northeasterly line of the Fountain Mutual Irrigation Company channel as described in Book 627 at Page 113 of said records;

thence N57°21'06"W, along said northeasterly line of the Fountain Mutual Irrigation Company channel, a portion of said line being a southerly line of that parcel of land as described under Reception No. 210003562 of said records, a distance of 527.07 feet to the southwesterly corner of said parcel of land as described under Reception No. 210003562;

thence along the westerly and northerly lines of said parcel of land as described under Reception No. 210003562 by the following two courses, respectively:

- 1) N32°38'54"E, a distance of 76.85 feet;
- 2) N89°09'11"E, a distance of 28.16 feet to the northeast corner of said parcel of land as described under Reception No. 210003562, said point being on the southerly extension of said west line of that parcel of land as described in Book 5013 at Page 1091;

thence N00°50'49"W, along said southerly extension thereof and along said west line of that parcel of land as described in Book 5013 at Page 1091, a distance of 1509.11 feet, more or less, to the Point of Beginning.

The above described variable width utility easement contains approximately 2.167 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across said described parcel of land.

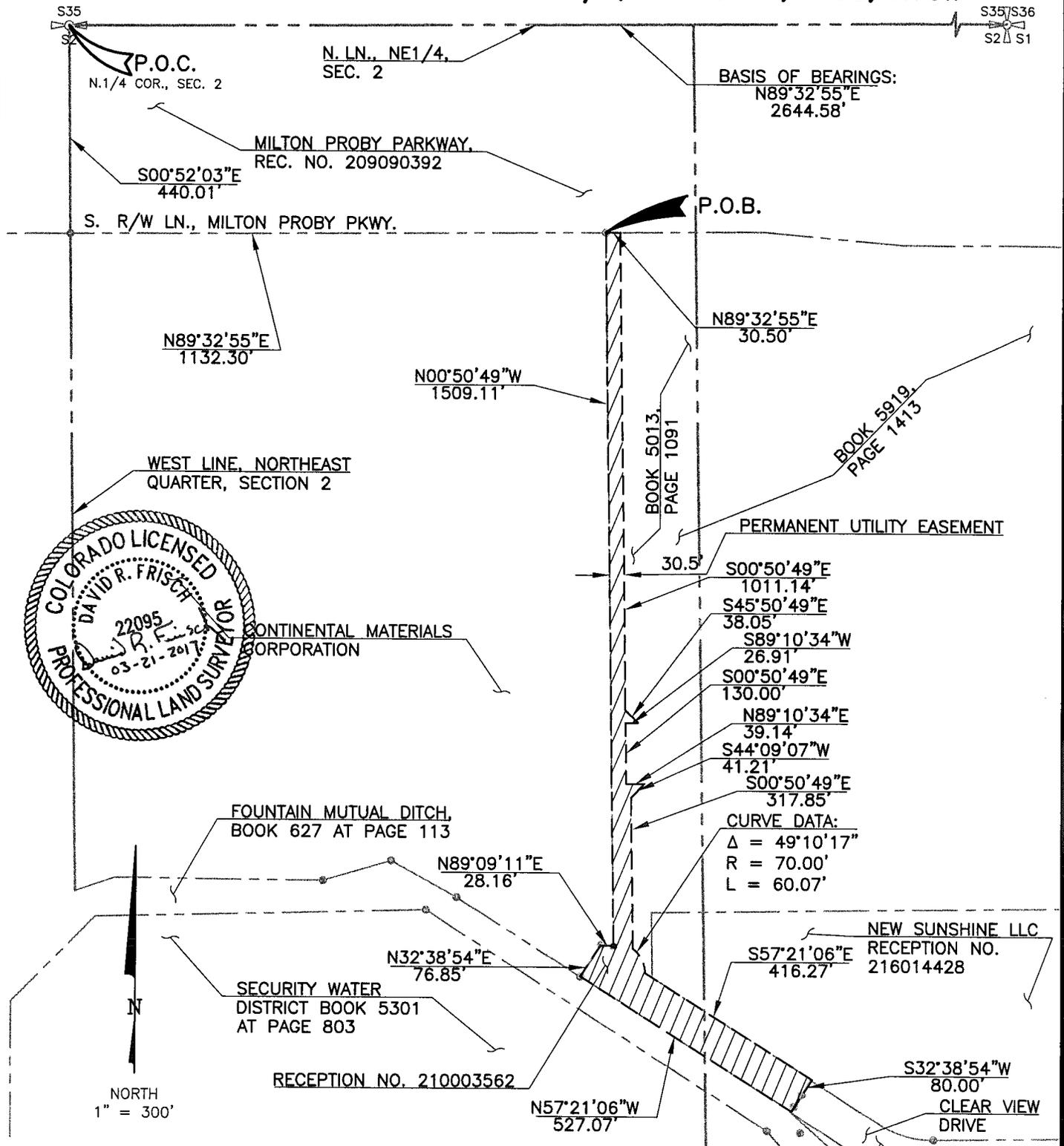
David R. Frisch, P.L.S.
Colorado Professional Land Surveyor No. 22095
For and on behalf of
GMS, Inc., Consulting Engineers
611 North Weber Street, Suite 300
Colorado Springs, CO 80903



EXHIBIT C

EASEMENT SKETCH

LOCATED IN A PORTION OF THE NE1/4, SECTION 2, T15S, R66W



NORTH
1" = 300'



PERMANENT EASEMENT
 * DENOTES FOUND PROPERTY CORNER

CLEAR VIEW
 INDUSTRIAL PARK
 FILING NO. 1, PLAT
 BK. N-2 AT PG 19

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GMS, INC.
 PROJECT NO. 82052.233
 MARCH 11, 2017
 DRAWN BY: MAI