



U.S. TITLE SOLUTIONS

100 Corporate Drive, Suite 305, Lebanon, NJ 08833
Phone (908) 849-3011 Fax (908) 849-7981
www.ustitlesolutions.com

REPORT OF TITLE
Full 20 Year Title Report
U.S. Title Solutions File No. UST76791
Reference No. DN02728A
Site Name: Fountain Cell on Wheels

Prepared For: UCI2 Construction Services, LLC -
5173 Shadowlawn Ave
Tampa, FL 33610

Premises: TBD S Powers Blvd, Colorado Springs, CO 80911

Parcel: 5500000015

County: El Paso

REPORT POWERED BY LAND-IT™

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

U.S. TITLE SOLUTIONS
File No. UST76791 Reference No. DN02728A

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT** : February 01, 2024

2. **SCOPE OF SEARCH**: Beginning **October 03, 1887** and extending through **January 23, 2024**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.

3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple

4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

State of Colorado

5. **SOURCE OF TITLE** :

Act of Congress, **Dated** March 03, 1875,

6. **PROPERTY IS IDENTIFIED AS FOLLOWS** :

Parcel ID : [5500000015](#)
Tax Year : 2023
Status : Exempt

7. **THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II ATTACHED HERETO**

U.S. TITLE SOLUTIONS
File No. UST76791 Reference No. DN02728A

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

The West Half of Section 16, Township 15 South, Range 65 West of the 6th Principal meridian, County of El Paso, State of Colorado.

REPORT OF TITLE
SCHEDULE - III

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for items not indexed or mis-indexed in the County Records.

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

None found within period searched.

4. EASEMENTS AND RIGHTS OF WAY

4.1 Right of Way by State of Colorado, acting by and through the State Board of Land Commissioners to Widefield Water and Sanitation District, **Dated** July 01, 2017, **Recorded** June 28, 2018, in [Instrument No: 218074777](#).

Notes: Right of Way

4.2 Right of Way by State of Colorado, acting by and through the State Board of Land Commissioners to Widefield Water and Sanitation District, **Dated** July 01, 2017, **Recorded** June 28, 2018, in [Instrument No: 218074776](#).

Notes: Right of Way

4.3 Right of Way by State of Colorado, acting by and through the State Board of Land Commissioners to Widefield Water and Sanitation District, **Dated** July 01, 2017, **Recorded** June 28, 2018, in [Instrument No: 218074775](#).

Notes: Right of Way

4.4 Agreement by State Board of Land Commissioners, Board of County Commissioners of El Paso County, Colorado, a political subdivision of the State of Colorado, Colorado Centre Metropolitan District, a special district, quasi-municipality and political subdivision of the State of Colorado to Foothills Development Corporation, a

U.S. TITLE SOLUTIONS
File No. UST76791 Reference No. DN02728A

REPORT OF TITLE
SCHEDULE - III

Colorado general partnership, **Dated** January 13, 1986, **Recorded** March 14, 1991, in [Book 5820, Page 949.](#)

Notes: Road Agreement

- 4.5 Right of Way by El Paso County, a political subdivision of the State of Colorado to Colorado Interstate Gas Company, a corporation organized under the laws of Delaware, **Dated** February 09, 1931, **Recorded** November 19, 1971, in [Book 2450, Page 586.](#)

Notes: Right of Way

- 4.6 Right of Way by State of Colorado, acting by and through the State Board of Land Commissioners to Wyco Pipe Line Company, **Dated** July 25, 1966, **Recorded** September 07, 1966, in [Book 2147, Page 193.](#)

Notes: Right of Way

- 4.7 Right of Way by State of Colorado, acting by and through the State Board of Land Commissioners to American Telephone and Telegraph company, **Dated** April 05, 1965, **Recorded** May 28, 1965, in [Book 2083, Page 128.](#)

Notes: Right of Way

- 4.8 Right of Way by State Board of Land Commissioners to Colorado Interstate Gas Company, **Dated** September 22, 1959, **Recorded** December 01, 1959, in [Book 1780, Page 181.](#)

Notes: Right of Way

- 4.9 Right of Way by State Board of Land Commissioners to The Arkansas Valley Natural Gas Company, **Dated** November 19, 1931, **Recorded** May 09, 1932, in [Book 852, Page 331.](#)

Notes: Right of Way

- 4.10 Right of Way by State of Colorado to El Paso County, of the State of Colorado, **Dated** June 30, 1924, **Recorded** July 11, 1924, in [Book 602, Page 494.](#)

Notes: Right of Way

5. OTHER RECORDED DOCUMENTS

U.S. TITLE SOLUTIONS
File No. UST76791 Reference No. DN02728A

REPORT OF TITLE
SCHEDULE - III

- 5.1 Resolution between Board of County Commissioners of the County of El Paso and State of Colorado, **Dated** November 06, 1995, **Recorded** November 20, 1995, in [Book 6768, Page 255.](#)
- 5.2 Resolution between The City Council of the City of Colorado Springs and Board of County Commissioners of the County of El Paso, **Dated** May 25, 1982, **Recorded** March 15, 1990, in [Book 5719, Page 410.](#)
- 5.3 Resolution between Board of County Commissioners for El Paso County, Colorado and Public, **Dated** October 03, 1887, **Recorded** October 03, 1887, in [Book A, Page 78.](#)

6. OTHER UNRECORDED DOCUMENTS

- 6.1 [Act of Congress](#), **Dated** March 03, 1875
- 6.2 [Property Card](#)
- 6.3 [GIS Map](#)
- 6.4 [Assessor's Map](#)

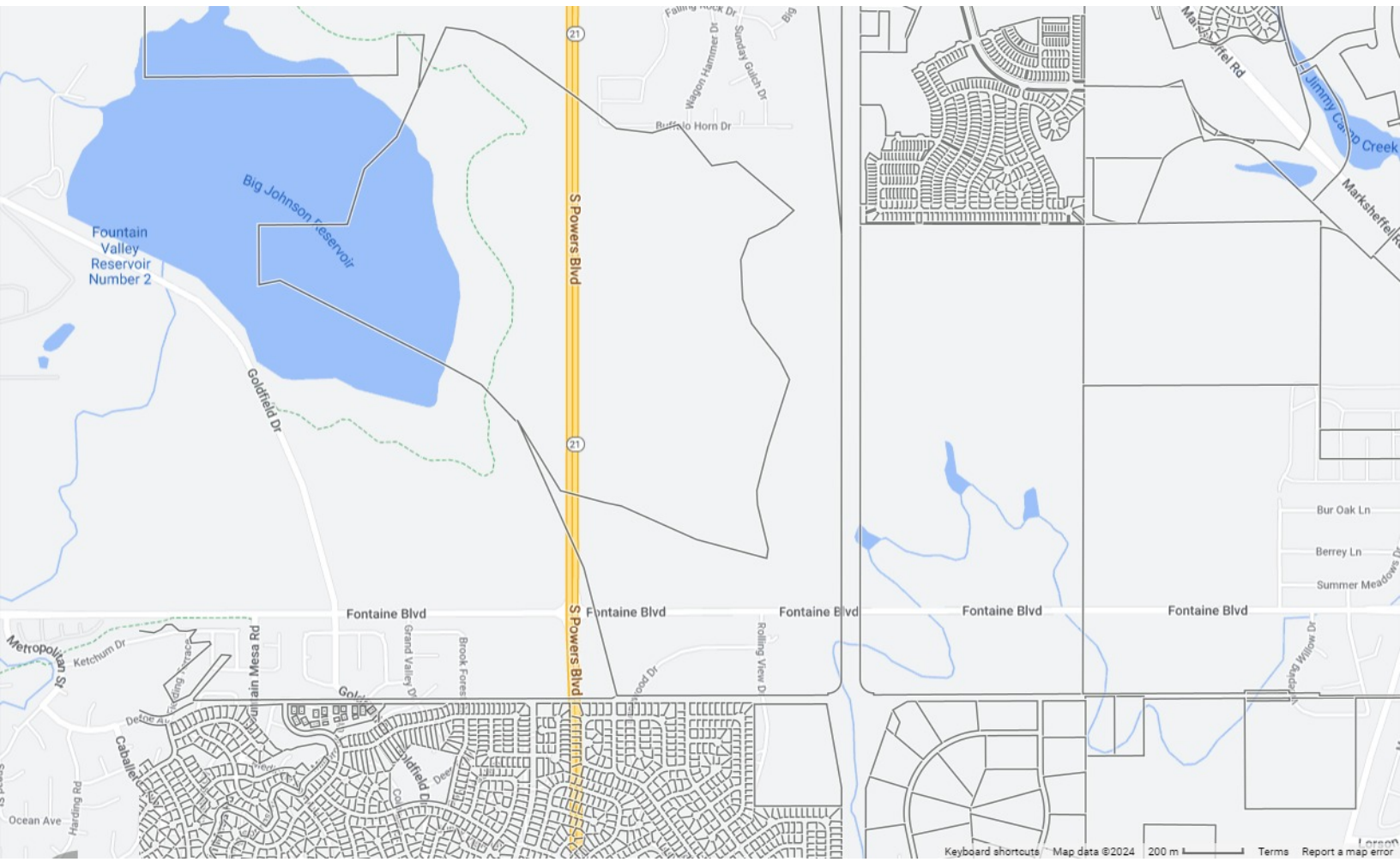
U.S. TITLE SOLUTIONS
File No. UST76791 Reference No. DN02728A

REPORT OF TITLE
SCHEDULE - V

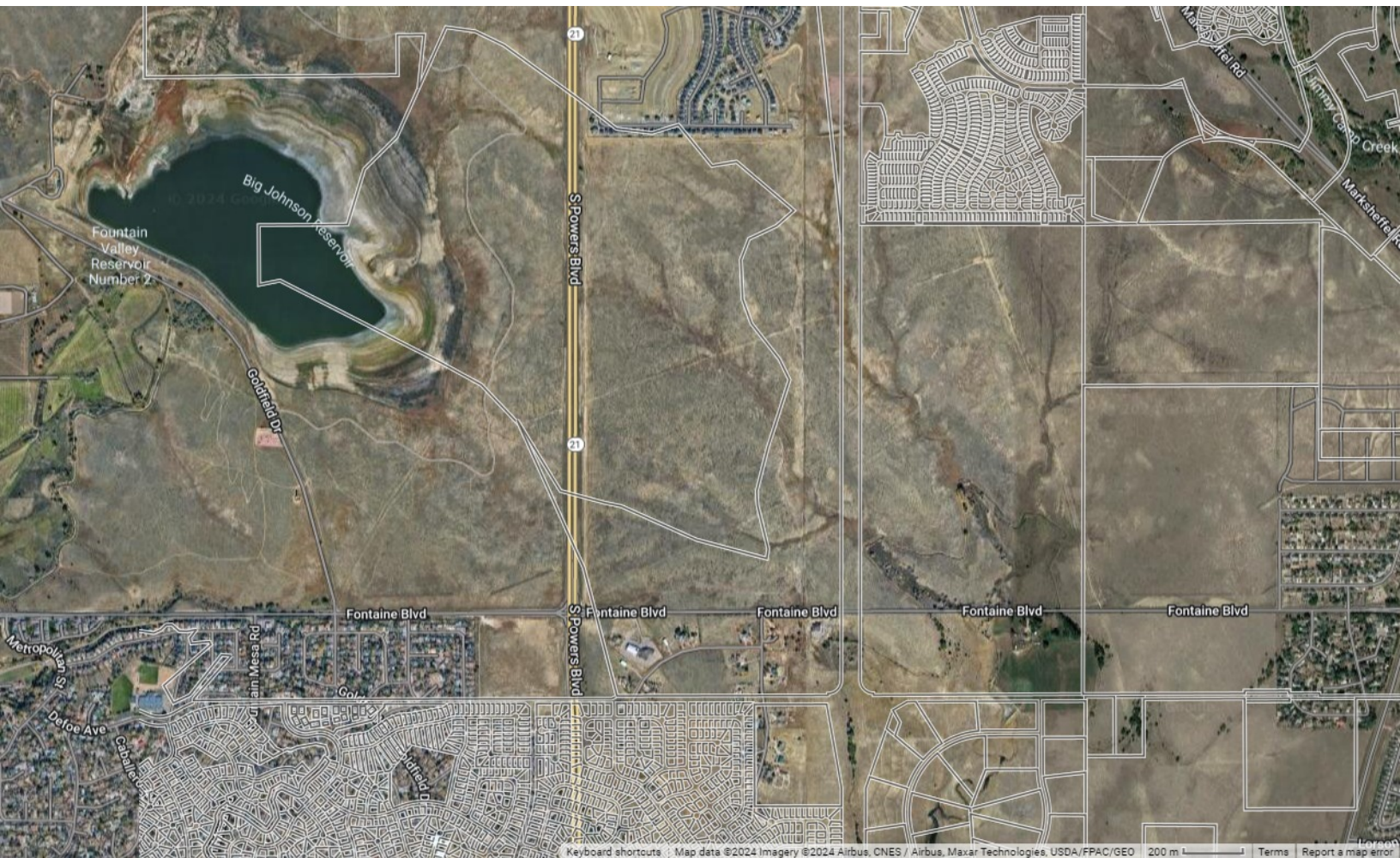
(OWNERSHIP HISTORY)

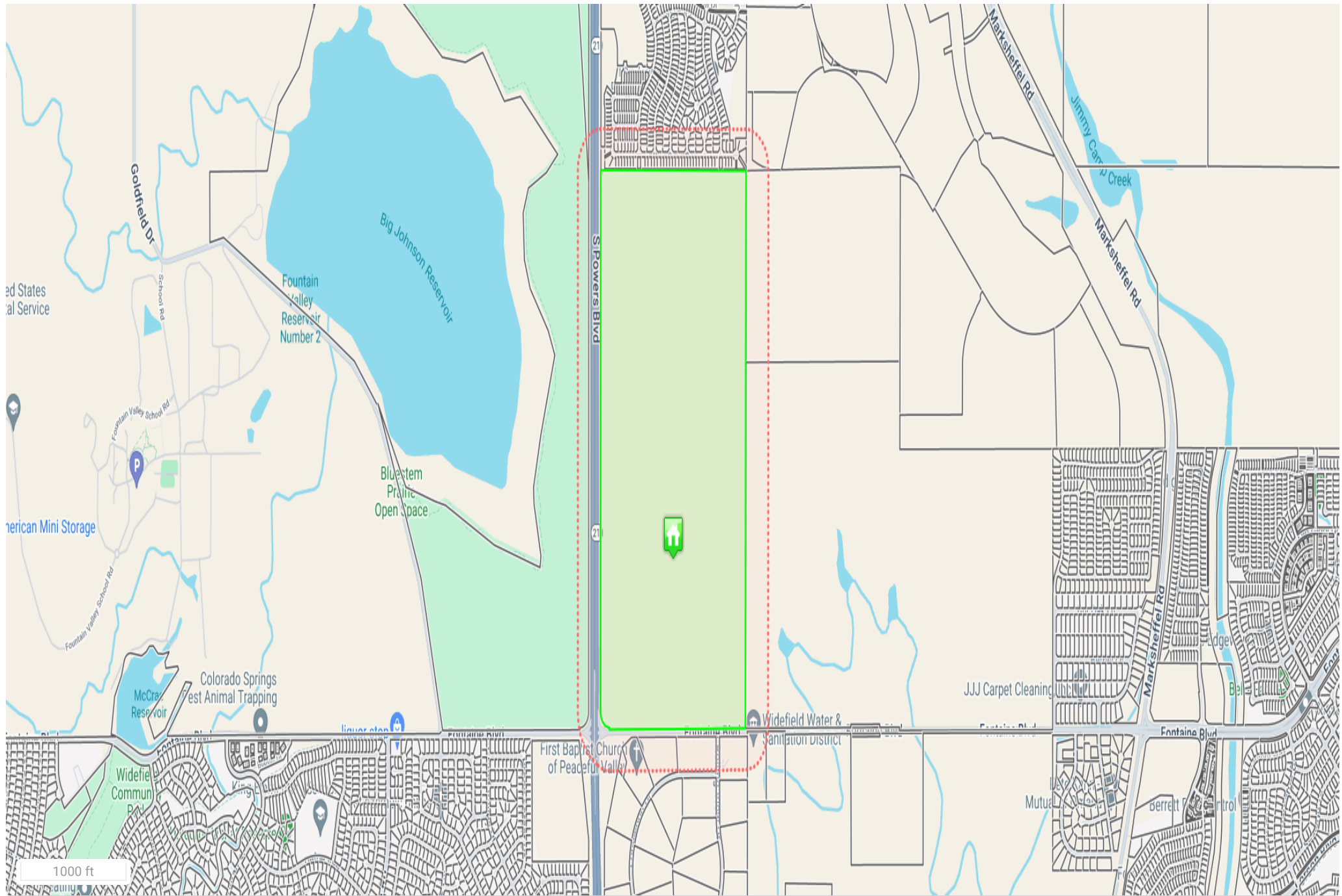
1 : None found within period searched.

El Paso County - Community: Area Overview



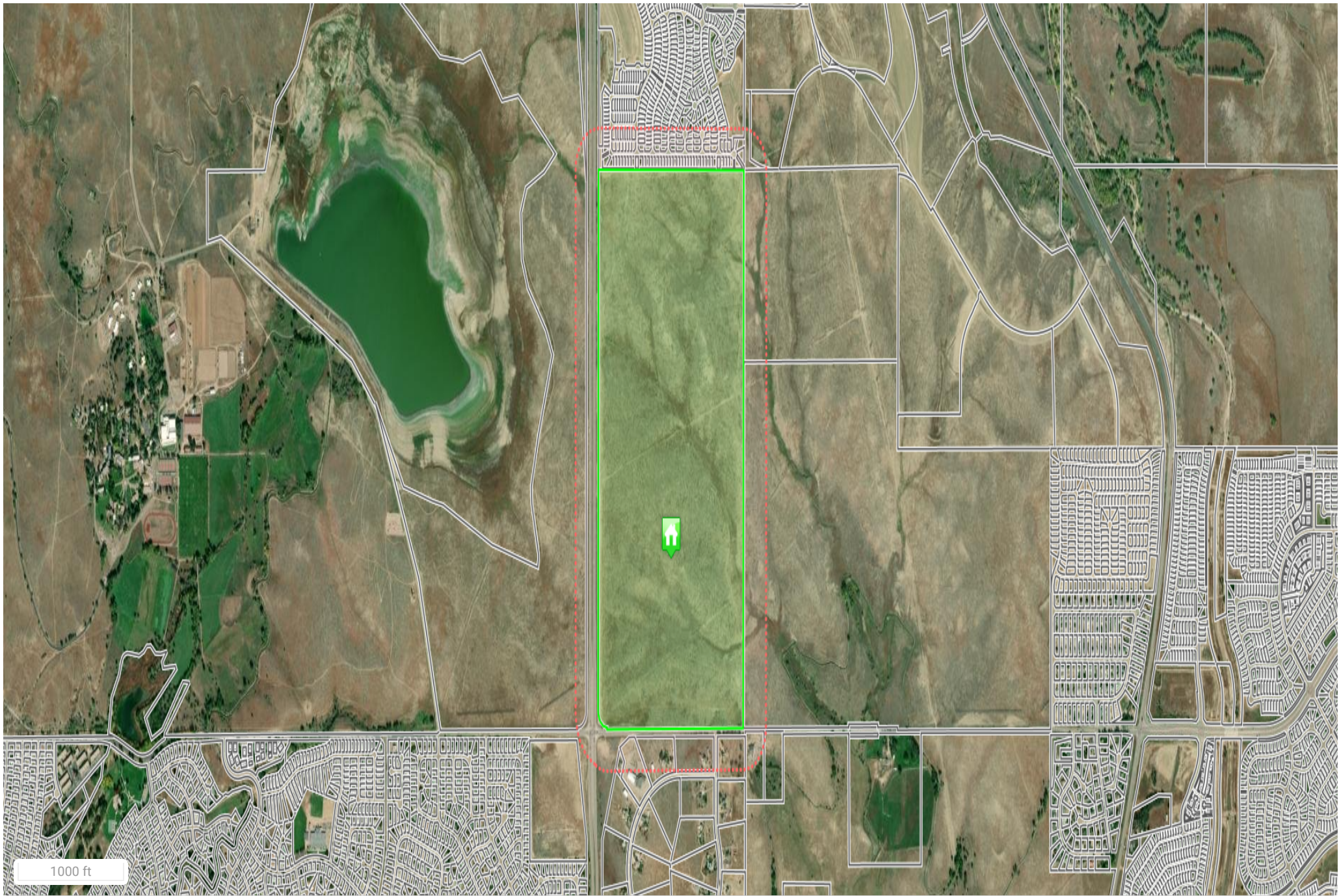
El Paso County - Community: Area Overview





Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.



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Property Taxes for 2023 Due 2024

Paid



\$0.00

Balance remaining

TAX BILL DETAILS

[TAX BILL PDF](#)

Owner Information

Name	STATE OF COLORADO C/O DIVISION OF PURCHASING	Address	633 17TH ST STE 1520
City	DENVER		
State	CO	Zip	80202-3609

Bill Information

Record Type	Exempt	Tax Year	2023
Account Number	R550000015		
Due Date	04/30/2024		

Taxes

Base Taxes	\$0	Interest	\$0
Fees	\$0		
Total Due	\$0		

Property Information

Schedule Number	5500000015	Appraised Value	\$1,401,600
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District	DDQ		
Property Address	0 S POWERS BLVD	Assessed Value	\$391,050
Description	W2 SEC 16-15-65		

Current Year Payments Received

Date	Tax Year	Installment	Amount
No Information Available			

Prior Year(s) Transaction History

Date	Tax Year	Installment	Amount
No Information Available			



Tax Breakdown

2023		
Tax Authority	Tax Rate	Tax Amount
*EL PASO COUNTY GENERAL	0.006862	\$0
EPC ROAD & BRIDGE (UNSHARED)	0.00033	\$0
*WIDFIELD NO 3 - GENERAL	0.036085	\$0
WIDFIELD NO 3 - BOND	0.0047	\$0
WIDFIELD SD 3 - COMMUNITY CTR	0.004339	\$0
WIDFIELD SD 3 - SECURITY LIBRARY	0.001973	\$0
*SOUTHEASTERN COLO WATER CONSERVANCY	0.000888	\$0
Totals	0.055177	\$0

EL PASO COUNTY - COLORADO

5500000015
S POWERS BLVD

Total Market Value
\$1,401,600

OVERVIEW

Owner:	STATE OF COLORADO, C/O DIVISION OF PURCHASING
Mailing Address:	633 17TH ST STE 1520 DENVER CO, 80202-3609
Location:	S POWERS BLVD
Tax Status:	Exempt
Zoning:	A1
Plat No:	-
Legal Description:	W2 SEC 16-15-65

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$1,401,600	\$391,050
Improvement	\$0	\$0
Total	\$1,401,600	\$391,050

No buildings to show.

LAND DETAILS

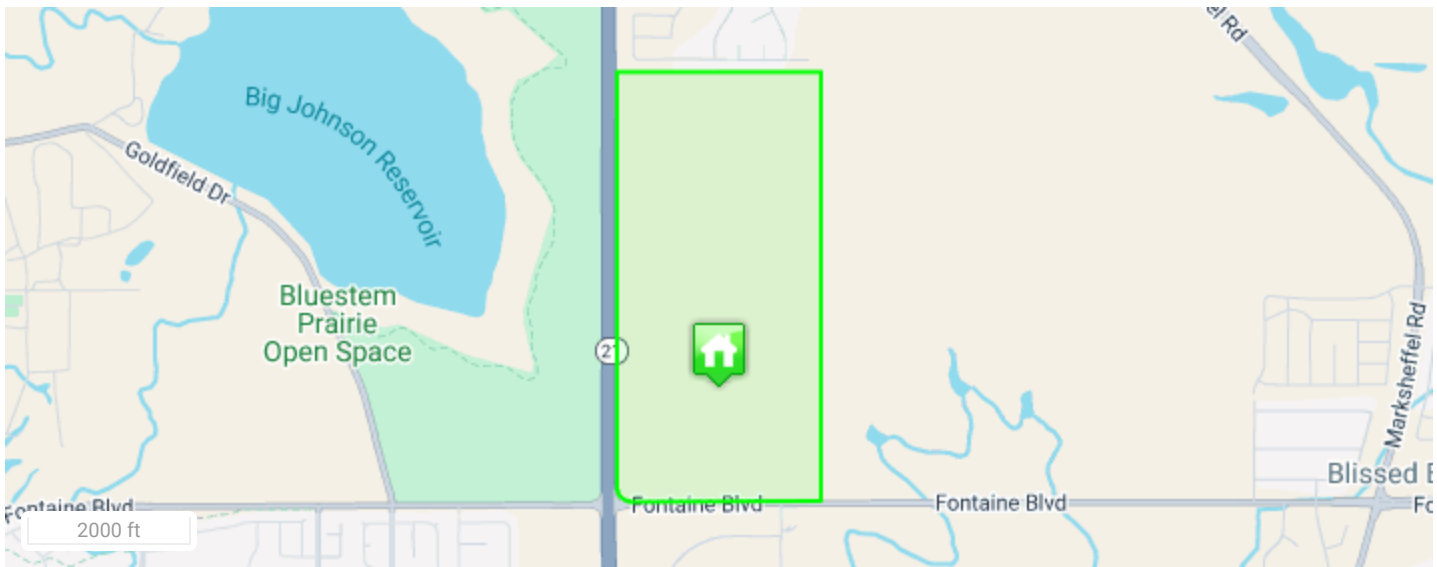
Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	EXEMPT NONRESIDENTIAL LAND - STATE	27.900	320 Acres	\$1,401,600

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **DDQ** Levy Year: **2023** Mill Levy: **55.177**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	6.862	FINANCIAL SERVICES	(719)520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719)520-6498
WIDEFIELD SCHOOL DISTRICT #3	47.097	TERRY KIMBER	(719)391-3026
SOUTHEASTERN COLO WATER CONSERVANCY DISTRICT	0.888	JAMES BRODERICK	(719)948-2400
EL PASO COUNTY CONSERVATION DISTRICT	0.000	MARIAH HUDSON	(719)600-4706

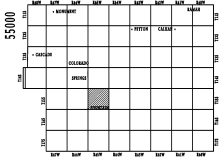


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Disclaimer

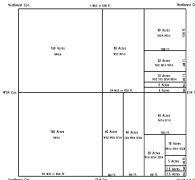
We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.



EL PASO COUNTY

6	5	4	3	2	1
7	6	5	4	3	2
8	7	6	5	4	3
9	8	7	6	5	4
10	9	8	7	6	5
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14	13	12	11	10	9
15	14	13	12	11	10
16	15	14	13	12	11
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33	32	31	30	29	28
34	33	32	31	30	29
35	34	33	32	31	30
36	35	34	33	32	31

ASSESSOR



Rectangular Survey of One Section



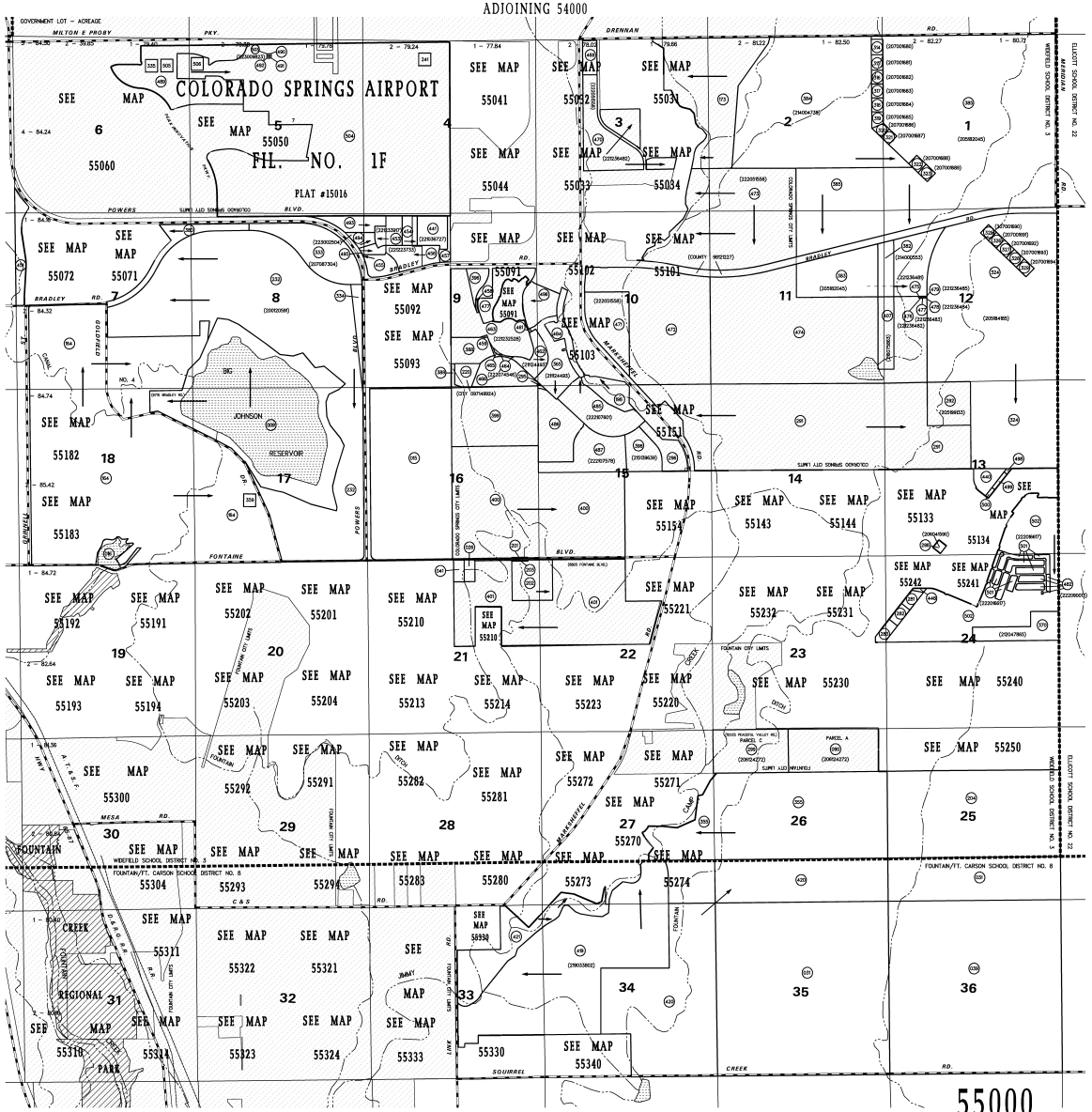
December 28, 2023

SCALE OF FEET



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55000

55000
 RANGE 65 WEST
 TOWNSHIP 15 SOUTH

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Apportionment of representatives.

Time of first election, &c.

Meeting of convention to form State constitution.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election, which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided,* That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further,* That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

No distinction on account of race, color, &c.

Religious toleration.

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to be submitted to popular vote.

Voting and returns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located and with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
- Unexpended balances of appropriations. SEC. 15. That all mineral-lands shall be excepted from the operation and grants of this act.
- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

Boundary-line between Arkansas and the Indian country.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.

Boundary-line to be retraced, &c.

SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.

Variations to be noted, &c.

Approved, March 3, 1875.



STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

RIGHT-OF-WAY CONTRACT NO. 111170

THIS RIGHT-OF-WAY CONTRACT ("Contract") is entered into at Denver, Colorado, this 1st day of July, 2017 ("Effective Date"), by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), whose address is 1127 Sherman Street, Suite 300, Denver CO 80203 and Widefield Water And Sanitation District ("Grantee"), having an address 8495 Fontaine Boulevard, Colorado Springs, CO 80925.

I. DESCRIPTION OF THE PREMISES

The State Land Board, in consideration of the terms and conditions herein, grants unto the Grantee, a right-of-way ("Right-of-Way"), over, under, upon and across certain portions of state trust lands described in Exhibit A attached hereto ("Premises").

II. CONDITION OF PREMISES

Grantee represents that Grantee has had an opportunity to inspect the Premises prior to entering into this Contract, and Grantee accepts the Premises in their present condition and acknowledges that the Premises are in all respects suitable for the purposes permitted. The State Land Board disclaims any and all obligation to provide access to the Premises (except as expressly set forth in this Contract), or to fence, make any repairs to or construct any improvements upon the Premises; and the State Land Board does not warrant that the Premises are suitable for the permitted purposes.

III. USE OF THE PREMISES

The use of the Premises shall be limited to constructing, operating, and maintaining a twelve-inch (12") water pipeline (collectively, the "Facilities"). No other use of the Premises by Grantee shall be permitted. The sole and singular user of the Premises shall be the Grantee named herein and its authorized agents and subcontractors. Grantee shall be solely responsible for all of its subcontracting and agency arrangements and performance by such parties in compliance with the provisions of this Contract. If Grantee uses or attempts to use the Premises for any other purpose whatsoever, then this Contract shall terminate immediately and be of no further effect, and all rights of way shall revert to the State Land Board or its successors. This Right-of-Way is not exclusive. It is subject to any and all uses, easements and rights-of-way granted previously.

IV. TERM

A. This Contract is effective from the Effective Date. The term shall be a thirty (30) years, until July 1, 2047 subject to the covenants and agreements herein ("Term") The Right-of-Way granted herein shall continue until termination for cause or expiration of the Term, whichever occurs first

B. If the use of the Premises or any portion thereof is abandoned for twelve (12) consecutive months, this Contract and/or the Right-of-Way related to the unused portion of the Premises shall automatically and without notice terminate

C. The Grantee may remove the Facilities during the Term. Upon such removal, the Right-of-Way shall terminate, except that temporary removal or closure of said Facilities during maintenance or approved reconstruction shall not terminate this Contract

V. CONSIDERATION

A. Term

The consideration amount for the Premises during the Term shall be the sum of Thirteen thousand seven hundred ten and 94/100 dollars (\$13,710 94). Grantee shall pay to the State Land Board the amount due during the Term of this Contract at the office of the State Land Board specified in the first paragraph of this Contract. No portion of any prepaid amount is refundable, unless otherwise stated herein. The initial payment will be due thirty (30) days after this Contract is fully executed. If such due date shall fall on a weekend or state holiday, such due date shall be the next business day following such weekend or holiday.

Failure to make any payment required under this Contract, which is not paid within thirty (30) days of its due date, shall be subject to interest, processing fees and penalties as specified in Section XXI.B.3. The State Land Board's acceptance of less than the full amount due shall not operate as an accord and satisfaction and shall not operate as a waiver of the State Land Board's right to collect the full amount which is actually due hereunder.

B. Holdover

If Grantee remains in possession of the Premises after the termination of this Contract (by expiration or otherwise) Grantee shall be liable for additional consideration during such holdover possession. The additional amount due shall not be less than the rate agreed upon in this Contract, and the State Land Board may fix a new rate, which shall be paid by the Grantee during continued occupancy. At the State Land Board's option, the Grantee shall be construed to be in possession of the Premises and to be occupying the same so long as the Premises are used in any way to any extent by Grantee, or so long as any Facilities, unauthorized improvements or personal property remain on the Premises. Continued occupancy shall not establish a new or extended Contract Term or other right, no matter how long maintained and regardless of the State Land Board's knowledge thereof.

VI. PERMITS

Grantee may terminate this Contract upon written notice to the State Land Board if Grantee is unable to obtain, or maintain as required approval(s) or the issuance of, a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facilities as now or hereafter intended by Grantee so long as Grantee pays a termination fee equal to three (3) months consideration at the then-current rate pursuant to Section V.

VII. INSURANCE

The Grantee at its sole cost and expense, shall during the entire Term hereof procure, pay for and keep in full force and affect the following types of insurance:

A. Property Insurance

A policy of property insurance covering all insurable Facilities located on the Premises (except for land, foundation, excavation, and other matters normally excluded from coverage), in an amount not less than necessary to cover the replacement cost. Such insurance shall afford protection against at least the following (1) loss or damage from fire and other perils normally covered by the standard extended coverage endorsement; and (2) such risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where such is available.

B. Liability Insurance

A commercial general liability insurance covering the Facilities and Premises insuring the Grantee in an amount not less than two million dollars (\$2,000,000), and covering bodily injury, including death

to persons, personal injury, and property damage liability. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises. Coverage shall be primary and non-contributory. Coverage shall also include all legal expenses and other costs incurred by the State Land Board related to any claim under this Contract.

C. Workers Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee or subcontractor employees acting within the course and scope of their employment.

D. Automobile Liability

Automobile liability insurance covering any auto used on the leased premises (including owned, hired and non-owned autos) with a minimum limit of one million dollars (\$1,000,000) each accident combined single limit

E. Pollution Liability

Pollution Liability insurance covering any single occurrence with a minimum limit of one million dollars (\$1,000,000) each occurrence.

F. Other Risks

In addition, the Grantee shall obtain insurance against such other risks of a similar or dissimilar nature as the State Land Board shall deem appropriate.

G. General Provisions of Insurance Policies

1. All General Liability policies of insurance carried by the Grantee shall name the Grantee as insured and shall include the State Land Board and the State of Colorado as an additional insured.
2. All policies shall contain a provision that the policy cannot be cancelled until insurers have provided at least thirty (30) days prior written notice thereof to the Grantee and Grantee shall forward such notice to the State Land Board in accordance with Section XXV.K within seven days of Grantee's receipt of such notice
3. Notwithstanding anything to the contrary contained herein, the Grantee's obligation to carry insurance as provided herein may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Grantee, so long as such policy(s) segregates the amount of coverage applicable to the Premises
4. A current certificate(s) of insurance shall be provided to the State Land Board prior to the commencement of this Contract, and at the request of the State Land Board. The certificate shall refer to the location of the Premises and the contract number of this Contract.
5. Any deductibles must be declared to the State Land Board.
6. Grantee shall be responsible for all claims and liabilities that fall within the Grantee's deductible
7. Coverage required of Grantee shall be primary over any insurance or self-insurance program carried by the Grantee or the State of Colorado or the State Land Board.
8. All insurance policies in any way related to this Contract and secured and maintained by Grantee as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee, the State of Colorado

or the State Land Board, its agencies, institutions, organizations, officers, agents, employees, and volunteers

H. Self Insurance

- 1 Grantee must receive prior, written approval from the State Land Board to self-insure
- 2 At any time Grantee does not meet the self-insurance requirements of the State Land Board, the State Land Board may require Grantee to secure insurance.

VIII. PERFORMANCE BOND

The Grantee shall execute a bond (or other sureties as may be approved by the State Land Board) at the time this Contract is executed by the parties in the amount of Twenty-three thousand six hundred eight and no/100 dollars (\$23,608.00) The bond shall guarantee performance of this Contract by Grantee, which includes, but is not limited to, the payment of consideration in accordance with Section V and the restoration of the Premises in accordance with Section XI. The bond shall consist of cash, letter of credit, or other sureties as may be approved by the State Land Board. However, if the bond is other than cash, the bond must be in a form that will guarantee payment in cash to the State Land Board upon receipt by any bank or insurance company of written demand by the State Land Board, without further condition. In State Land Board's discretion, the State Land Board may draw upon the bond after Grantee has failed to perform its obligations under the Contract beyond the stated cure periods provided in the Contract.

The State Land Board shall keep said bond throughout construction of the Facilities and until all agreements related to surface reclamation have been satisfied by inspection and approved by the State Land Board staff or their designee.

IX. SURVEY

A. Prior to the Effective Date, a plat and survey performed by James F. Lenz, Colorado PLS No. 34583, dated the 10th day of May, 2016 was submitted by the Grantee to depict the location of the Premises and/or Facilities, as required by the State Land Board. The survey included a metes and bounds legal description of the Premises and is in form and substance sufficient to meet the State Land Board's survey standards.

B. If the Premises and/or the footprint of the Facilities are to be enlarged, replaced, relocated, or added to in the future, the Grantee shall request of the State Land Board such change and furnish surveys, plats, and description of the change to the State Land Board. The State Land Board may, at its sole discretion, approve or deny such request. In the event that the State Land Board approves such change, the State Land Board may, at its sole discretion, require the Grantee to pay additional consideration.

X. CONSTRUCTION OF FACILITIES

A. Other than the Facilities, no improvements (including access roads) shall be built or placed upon the Premises without the prior written consent of the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. The State Land Board may require, in its sole discretion, Grantee to provide designs, construction plans, and building specifications for the State Land Board's review and approval prior to construction of the Facilities. In such case, Grantee shall not commence to build any structure or permanent Facilities or construct replacements, additions, or significant alterations of any kind without first obtaining said approval. All Facilities shall be the property of the Grantee, unless they are deemed abandoned pursuant to Section XI B below. If the Facilities are abandoned, such assets may, at the sole discretion of the State Land Board become the property of the State Land Board and may be removed, retained or sold by the State Land Board in accordance with Section XI.B below

B. During construction of the Facilities and during the Term of this Contract, Grantee shall make a reasonable effort to treat the occurrences of noxious weed species (Ex. Canada Thistle) on the Premises and to prevent the spread of noxious weeds from other areas. Reasonable effort includes but is not limited to washing vehicles and other equipment, stockpiling topsoil separately from other fill materials, and in cases where timely natural revegetation of native plants is not likely to occur, to seed bare sites with native plant species as soon as appropriate to prevent establishment of undesirable plant species

C. If any Facilities are constructed outside of the defined boundary of the Premises, the State Land Board, at its discretion, may require Grantee, a developer (if any), or their successors or assignees to relocate the Facilities to within the defined boundaries of the Premises at no cost to the State Land Board

D. The Grantee shall not fence or otherwise obstruct free and open access to and travel upon, the Premises, without written authorization from the State Land Board

E. If Grantee fails to construct the Facilities within two (2) years from the Effective Date, this Contract shall be subject to termination at the option of the State Land Board. If the State Land Board agrees to extend such construction period, the State Land Board may fix additional consideration at the time of completion of construction of said Facilities.

XI. TREATMENT OF FACILITIES AND SURRENDER OF PREMISES UPON TERMINATION OF CONTRACT

A. Upon expiration or termination of this Contract, and provided Grantee is not then in breach of or in default under this Contract, all Facilities shall, at the Grantee's option, either be:

1. Removed by Grantee without damage to the Premises; or
2. Sold by Grantee to a subsequent grantee of the Premises.

If Facilities are removed, Grantee shall comply with the provisions of this Section XI.

B. All Facilities, unauthorized improvements and/or personal property not so removed or sold within one-hundred twenty (120) days after termination of this Contract shall be deemed abandoned and may, at the State Land Board's option, be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board.

C. Grantee shall not be entitled to compensation for, or to sell or remove, any Facilities and/or unauthorized improvements when the Contract is terminated by the State Land Board for violation by the Grantee of the Contract provisions. At the State Land Board's option, the Facilities, unauthorized improvements and/or personal property on the Premises shall be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board

D. Upon expiration or termination of this Contract, the Grantee shall peaceably and quietly leave, and surrender possession of the Premises to the State Land Board in accordance with this Section XI, and at its own expense shall promptly and diligently within one-hundred twenty (120) days remove, demolish and/or clear off from the Premises all Facilities, unauthorized improvements and personal property and restore the Premises to its original or native vegetative condition or to such other conditions as may be approved by the State Land Board regardless of whether the Grantee has funds budgeted and allocated for the removal and restoration. The State Land Board can seek reimbursement from Grantee for any costs associated with removing and disposing of any property, improvements, or Facilities remaining on the Premises after one-hundred twenty (120) days following termination of this Contract.

E. Notwithstanding any provisions to the contrary, the Grantee shall have no right to remove, alter or demolish all or part of the Grantee's Facilities at any time the Grantee is in default or breach of any term, provision or covenant of this Contract

XII. NO PARTNERSHIP

Nothing in this Contract shall cause the State Land Board in any way to be construed as a partner, a joint venturer or associated in any way with the Grantee in the operation of the Premises, or subject the State Land Board to any obligation, loss, charge or expense connected with or arising from the operation or use of the Premises or any part thereof.

XIII. MAINTENANCE AND REPAIR

The State Land Board shall have no duty of maintenance or repair with respect to the Premises or Facilities constructed thereon. The Grantee shall keep and maintain the Premises and Facilities thereon in constant good order and repair in the same condition as when initially constructed, ordinary wear and tear excepted. All repairs made by the Grantee shall be at least equal in quality to the original Facilities. During the Term, the Grantee shall provide continued maintenance of the area disturbed by the Facilities, to maintain the integrity of the installation.

XIV. DAMAGE OR DESTRUCTION

In case of damage to or destruction of the Facilities and/or Premises or any part thereof, by any cause whatever, the Grantee shall give or cause to be given to the State Land Board prompt notice of such occurrence and shall promptly proceed with due diligence to repair, restore, replace or rebuild so as to make the Premises and Facilities at least equal in quality to the original Facilities, restore the same to such modified plans as shall be previously approved in writing by the State Land Board, or remove all Facilities and restore the Premises to a native vegetative condition.

XV. TAXES, UTILITIES AND OTHER EXPENSES

It is understood and agreed that this Contract shall be a net contract with respect to the State Land Board, and that all taxes, assessments, insurance, utilities, water, sewer, wastewater, sanitation and other operating costs including those which could otherwise result in a lien being placed against the Premises and/or the Facilities as well as the cost of all repairs, remodeling, renovations, alterations, and Facilities, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises and the Facilities shall be borne by the Grantee and not by the State Land Board so that the consideration to the State Land Board shall not be reduced, offset or diminished directly or indirectly by any cost or charge, nor subject to suspension or termination for any cause. If Grantee is a tax exempt entity, it shall be Grantee's responsibility to obtain and maintain such tax exemption, to provide proof of such exemption and to receive the benefits of such exemption

XVI. INSPECTION RIGHTS

This Right-of Way is non-exclusive, however if Grantee fences any portion of the Premises or Facilities for safety or security purposes, the State Land Board or its authorized representatives may from time to time, at any reasonable hour, and with prior notice and escort, enter upon and inspect the Premises or the Facilities, or any portion thereof to ascertain and secure compliance with this Contract, but without obligation to do so or liability therefor. However, no prior notice or escort shall be required by the State Land Board to enter upon and inspect fenced areas of the Premises and the Facilities in emergencies. If applicable, Grantee hereby

grants to the State Land Board a non-revocable license for such access over and across Grantee's other lands during the Term of this Contract.

XVII. LIABILITY

A. The State Land Board shall not be liable to the Grantee, its agents, employees, invitees, patrons or any other person whomsoever, for injury to or death of any person or damage to or loss of property in, upon or adjacent to the Premises or other property contiguous or appurtenant thereto, which may arise during the Grantee's development, use or occupancy of the Premises or by any person so doing through or under the Grantee or with its permission, express or implied. The Grantee further waives any claim against the State Land Board regarding the State Land Board's approval or disapproval of any plans or specifications whether or not defective

B. The Grantee agrees to indemnify the State Land Board and save it harmless against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s) arising from the conduct or management of or from any work or thing done on or about the Premises and to indemnify and save the State Land Board harmless against and from any and all claims arising during the Term hereof from: (i) any of those matters specified in this Article, (ii) any breach or default on the part of the Grantee hereunder, and (iii) any act or omission of the Grantee or any of its agents, contractors, servants, assignees, employees, invitees or licensees, on or about the Premises or other property contiguous or appurtenant to the Premises, including all costs, attorneys fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the State Land Board by reason of any such claim upon notice from the State Land Board, the Grantee covenants to promptly effect the dismissal thereof or to diligently resist and defend such action or proceeding by counsel satisfactory to the State Land Board, at the sole cost and expense of the Grantee

XVIII. RESERVATIONS TO THE STATE LAND BOARD

This Contract is subject to any and all presently existing easements, rights-of-way and other interests, whether or not visible on the ground; and, in addition to its reversion upon termination of this Contract, the State Land Board hereby reserves:

A. The right at any and all times during the Term to sell, exchange, or otherwise dispose of all or any portion of the land underlying the Premises or adjoining lands

B. The right to cancel this Contract as to all or any portion of the Premises, upon one year's prior written notice to the Grantee, if the State Land Board elects to sell, exchange, otherwise dispose of, or otherwise lease all or any portion of the Premises free and clear of this Contract, refunding to Grantee the unearned portion of prepaid amounts

C. All rights to all minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, sand, gravel, clay, quarry products or other like substances in or under such land, and all geothermal resources and the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substance. Grantee shall not enter into any agreement to restrict mineral development in any way, including but not limited to, agreements to purchase, to buy out or to buy-down with the mineral lessee, its successors or assigns, without the written approval of the State Land Board.

D. The right to lease all or any portion of the Premises to other persons for the purposes of exploring for and removing timber, minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring resources, together with reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights, so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises.

E. All water, water rights, ditch rights, water stock and/or ditch stock appurtenant to or used in connection with the Premises including, without limitation, tributary and non-tributary water rights, and any rights in pending applications for permits or adjudications in water rights, wells, rights in ditch water in canal organizations or companies. All such uses shall be and remain the property of the State Land Board. The Grantee may not explore, drill, or establish any water use right or well without written permission of the State Land Board. If the Grantee establishes or adjudicates any water right or use on the Premises, it shall be in the name of the State Land Board

F. The right to administrative access to the Premises under Section XVI.

G. The right at any time to grant any right of way or easement upon, over or across all or any portion of the Premises so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises. This reservation includes, but is not limited to, the right to grant rights-of-way on, over, under, and across the Premises for the installation, emplacement, replacement, repair, operations, and maintenance of utilities which shall conform with plans duly submitted by the Grantee and approved by the State Land Board. If and when such right of way or easement is granted to a third party, the Grantee shall be compensated by the grantee for any damages to Grantee's personal property and Facilities.

H. The right to put the Premises to additional uses by granting additional leases, permits, access, or rights to the Premises or any portion thereof, at any time and for any purpose, including but not limited to hunting, fishing and other recreational purposes so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises

I. All rights, privileges and uses of every kind or nature not specifically granted to Grantee by this Contract so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises

J. All treasure trove and articles of antiquity on or under the Premises are and remain the property of the State Land Board. The Grantee shall immediately report discovery to the State Land Board and to the Colorado State Historical Society

K. If the State Land Board desires to occupy or use, or permit the occupancy or use of, the Premises which are subject to the Right-of-Way granted, or any portion thereof, for any purpose with which the Facilities would interfere, then the State Land Board may require the Grantee to relocate its Facilities, at Grantee's expense, after first receiving not less than ninety (90) days prior written notice from the State Land Board. In such event, the Grantee shall be furnished a similar right-of-way over and across the State Land Board's land, where available and suitable, free of charge to relocate or otherwise adjust said Facilities.

Grantee agrees to permit and not interfere with the new or additional uses that meet the requirements of this Section XVIII.

XIX. ASSIGNMENTS AND SUBLEASING

This Contract shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns.

A. This Contract shall not be assigned, transferred or sold, voluntarily or by operation of law, without the prior written consent and upon such terms and conditions as determined by the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. It shall be understood that any name change, or changes in ownership of the Grantee shall be considered an assignment. A change in name without a corresponding change in ownership and a change in name and/or ownership resulting from a merger or acquisition between Grantee, its partners, members or affiliates shall be considered an approved assignment (each an "Approved Assignment"), provided that the change in name and/or assignment is made in accordance with such terms and conditions as determined by the State Land Board. For each assignment that does not qualify as an Approved

Assignment, Grantee shall be required to submit an assignment application fee of \$500.00 plus additional assignment consideration in an amount to be determined at the time of the assignment notification to the State Land Board which is based on the length of the remaining Term. The assignment application fee and additional assignment consideration requirements shall not apply to Approved Assignments. There shall be no partial assignments of this Contract.

B. Any transfer or assignment, or attempted transfer or assignment, of the Contract or any of the rights granted hereunder, without consent in writing of the State Land Board, shall be absolutely void, and at the option of the State Land Board, shall terminate this Contract. The acceptance by the State Land Board of any payment due hereunder from any person other than the Grantee shall not be deemed a waiver by the State Land Board of any provision of this Contract or to be consent to any assignment.

C. Subleasing, encumbering, pledging or otherwise transferring this Contract is expressly prohibited under the terms of this Contract except as expressly provided in this Contract.

D. Subleasing (including co-location of facilities not belonging to Grantee) is prohibited without the prior written consent of the State Land Board, which consent shall be at the State Land Board's sole discretion. Grantee shall request and obtain the State Land Board's approval of any proposed subleasing or co-location of facilities prior to entering into any agreement to co-locate and prior to co-location of facilities on the Premises. Within thirty (30) calendar days of the anniversary date of the Effective Date (and each subsequent one-year date thereafter), the Grantee shall provide a report of all approved subleases including an accounting of the related sublease income and gross receipts received, including in-kind services and equipment. At that time, Grantee shall pay to the State Land Board an amount equal to 25% of gross receipts received during the previous year from subtenants or one-half (1/2) the previous year's annual consideration amount pursuant to Section V, whichever is greater. All entities with subleasing arrangements that include land outside of the boundaries of the Premises and are owned by the State Land Board shall be required to enter into a separate agreement with the State Land Board.

E. Grantee shall be responsible to assure that the sublessees comply with all the terms, conditions, and covenants of this Contract. A breach or default of this Contract by a sublessee shall be considered a breach of the Contract as if the Grantee had committed the breach; however, Grantee shall still be responsible for the performance and liabilities of all terms, conditions and covenants of this Contract.

XX. PROTECTION, CONSERVATION AND COOPERATION

Grantee shall not permit, commit, or allow, and shall protect the Premises against, any loss, damage, any dangerous condition, injury, or waste, except as caused by persons granted other uses of the Premises by the State Land Board. Grantee may use the Premises only for the purposes granted and in accordance with good resource conservation practices. Grantee shall not cut, remove, or use or allow to be cut, removed or used, any timber or trees, or remove, use or allow to be removed or used any minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources or other naturally occurring resources unless approved in advance in writing by the State Land Board. Grantee shall conduct all activities on the Premises in a manner that protects soil fertility and forage production, and does not contribute to soil erosion, noxious weeds or pests. Grantee shall comply with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to criminal, land use, fencing, noxious weed, environmental, wetlands protection, hazardous waste, health and safety laws, ordinances and regulations.

XXI. DEFAULTS AND REMEDIES

A. Defaults

The occurrences of any one or more of the following events shall constitute a default hereunder by the Grantee.

1. Failure by the Grantee to make any payment or charge required to be made by the Grantee hereunder, as and when due
2. Use of the Premises by the Grantee, its successors and assigns or attempted use of the Premises for any other purpose than those permitted by this Contract without the prior written consent of the State Land Board
3. Failure by the Grantee to perform any of the covenants, conditions or requirements contained herein. Provided further that if the nature of the Grantee's default is such that more than thirty (30) days are reasonably required to cure such default then the Grantee shall not be deemed to be in default if the Grantee shall commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion

Any of the above events of default may be cured by the Grantee within thirty (30) days after written notice thereof from the State Land Board to the Grantee in accordance with Section XXV.K.

B. Remedies

In any event of default and in addition to any or all other rights or remedies of the State Land Board hereunder or by the law provided, the State Land Board may exercise the following remedies at its sole option:

1. Termination. Terminate the Grantee's right to possession of the Premises by any lawful means, in which case this Contract shall terminate and the Grantee shall immediately surrender possession of the Premises to the State Land Board according to the terms of Section XI. In such event of termination, the State Land Board shall be entitled to recover from the Grantee.
 - i. The unpaid consideration, charges, taxes and/or damages which have accrued up until the time of termination together with interest; and
 - ii. Any other amount necessary to compensate the State Land Board for the Grantee's failure to perform its obligations under this Contract or which would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys fees, and any other reasonable costs; and
 - iii. Interest upon such amounts, which shall be one point five percent (1.5%) per month or portion thereof. Said interest shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.
2. Consideration Due During Unlawful Detainer. In any successful action for unlawful detainer commenced by the State Land Board against the Grantee by reason of any default hereunder, the reasonable value of the Premises for the period of the unlawful detainer shall be two (2) times the current consideration amount specified in Section V and other charges or payments, prorated on a per diem basis, to be made by the Grantee under this Contract for such period.
3. Interest and Processing Fees, Penalties. Interest and processing fees in the amount of one point five percent (1.5%) per month or portion thereof shall be imposed for late payments and improper or partial payments. In addition, the State Land Board may charge penalties

as provided in the State Land Board's published fee schedules, as they may be amended from time to time. Said interest, processing fees, and penalties (if any) shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.

4. Cumulative Rights The rights and remedies reserved to the State Land Board, including those not specifically described, shall be cumulative, and the State Land Board may pursue any or all of such rights and remedies, at the same time or separately.

XXII. HAZARDOUS SUBSTANCES

A. The Grantee shall not place, store, use or dispose on the Premises, temporarily or permanently, any substance that is hazardous, toxic, dangerous or harmful or which is defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act, 42 USC §9601 (each a "Hazardous Substance" and collectively, the "Hazardous Substances"); except for the following:

1. any potentially Hazardous Substance contained within batteries installed by Grantee at the Premises, which shall be used for the sole purpose of supplying electrical power to the Facilities, and
2. small quantities of "over the counter" degreasers, lubricants, and cleaning solvent products, which shall be used for the sole purpose of maintenance and operation of the Facilities

All Hazardous Substances shall be used and stored in compliance with all federal, state, and local environmental laws. Grantee shall provide the State Land Board with an inventory of all Hazardous Substances at the State Land Board's request

B. The Grantee is also prohibited from storing any gasoline or other fuel on the Premises without the State Land Board's prior written permission; except Grantee is permitted to store diesel, propane or gasoline fuel in a tank on the Premises for the sole purpose of supplying fuel to the Facilities in the event of an electrical power outage, provided that a spill containment structure is installed in a manner that is capable of holding the entire volume of the tank in the event of a tank spill or rupture. Such written permission shall be at the State Land Board's sole discretion and upon such terms and conditions as determined by the State Land Board.

C. The Grantee shall immediately notify the State Land Board of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violation of laws, regulation or ordinance which affect the Premises.

XXIII. CONDEMNATION

A. In the event the State Land Board receives notification of any condemnation proceedings affecting the Premises, the State Land Board will provide notice of the proceeding to Grantee within ten (10) business days.

B. If all of the Premises are taken by any public authority under the power of eminent domain, this Contract shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If part of the Premises is taken and, in the opinion of either the State Land Board or the Grantee, it is not economically feasible to continue this Contract, either party may terminate this Contract.

C. Such termination by either party shall be made by notice to the other party given not later than thirty (30) days after possession is so taken. If part of the Premises is taken and neither the State Land Board nor the Grantee elects to terminate this Contract, the payment due under this Contract shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises.

D. All damages awarded for the taking or damaging of all or any part of the Premises, or State Land Board owned improvements thereon, shall belong to and become the property of the State Land

Board, and the Grantee hereby disclaims and assigns to the State Land Board any and all claims to such award. The State Land Board shall not claim any interest in any of the Facilities. Grantee may pursue a separate award from the condemnation authority for its relocation expenses and for the loss of or damage to its Facilities.

E. If the temporary use (defined as less than one year) of the whole or any part of the Premises shall be taken at any time during the Term of this Contract, the Grantee shall give prompt notice thereof to the State Land Board; however, the Term, rentals and other obligations of the Grantee under this Contract shall not be reduced or affected in any way. The Grantee shall be entitled to compensation as determined by applicable law for any such temporary taking of the Premises.

XXIV. LIENS AND CLAIMS

A. Mechanics' Liens

- 1 The Grantee shall not suffer or permit to be enforced against the Premises, or any part thereof, or any Facilities thereon, any mechanics', material men's, contractors', or subcontractors' liens arising from, or any claim for damage growing out of the work of any construction, repair, restoration, replacement or improvement, or any other claim or demand howsoever the same may arise, but the Grantee shall pay or cause to be paid all of said liens, claims, or demands before any action is brought to enforce the same against the Premises or Facilities.
2. The Grantee agrees to defend, indemnify and hold the State Land Board and the Premises free and harmless from all liability for any and all such liens, claims, demands, and actions (each a "Lien" and collectively, the "Liens") together with reasonable attorney's fees and all costs and expenses in connection herewith.

B. Rights to Contest

Notwithstanding the foregoing, if the Grantee shall in good faith contest the validity of any such Lien, then the Grantee shall at its sole expense defend itself and the State Land Board against the same and shall pay and satisfy any adverse expense or cost or adverse judgment that may be rendered thereon before the enforcement thereof against the State Land Board or the Premises, upon the condition that if the State Land Board shall require, the Grantee shall furnish a surety bond satisfactory in form and amount to the State Land Board. Said bond shall not be less than one hundred twenty percent (120%) of such contested Lien indemnifying the State Land Board against liability for the same, and holding the Premises free from the effect of such lien.

C. Posted Notice

The Grantee shall, upon execution of this Contract at its cost, prepare a Notice, pursuant to CRS §38-22-105, and cause the same to be posted for the purpose of protecting the State Land Board against any Liens or encumbrances upon the Premises by reason of work, labor, services or materials contracted for or supplied to the Grantee

XXV. MISCELLANEOUS

A. False Statements

Any false certification or statement by the Grantee in the application, public disclosure statement or qualification of financial responsibility statement required to be submitted with the application for the Contract, or in any other document or report required to be submitted under this Contract, shall at the discretion of the State Land Board, result in termination of this Contract and an action for damages.

B. Contract Document Controls

In the event of inconsistency or conflict between this Contract and documents incorporated herein by reference, this Contract shall control.

C. Compliance with Laws

The Grantee shall comply with all applicable federal, state and local ordinances, regulations and laws regarding the Premises and activities conducted thereon or by virtue thereof. Furthermore the Grantee shall not use or permit the Premises to be used in violation of any such rule, regulation or law or for any purpose tending to damage or harm the Premises, the Facilities thereon or the improvements adjacent thereto, or the image or attractiveness thereof, or for any improper, offensive or immoral use or purpose, or in any manner which shall constitute waste, nuisance or public annoyance

D. Authority

1. Grantee If the Grantee is an entity other than an individual, Grantee acknowledges and represents that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Contract and that this Contract is binding upon said entity in accordance with its terms. In addition, each individual executing this Contract on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity and that this Contract is binding upon said entity in accordance with its terms. The Grantee shall deliver a certified copy of the appropriate document evidencing authorization for such execution.
2. State Land Board This Contract is entered into pursuant to the authority granted to the State Land Board by Colorado law. The State Land Board acknowledges and represents that it is duly organized and validly existing and has the right, power and authority to enter into this Contract.

E. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

F. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

H. Modification

1. By the Parties. Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the parties in an amendment to this Contract.
2. By Operation of Law. This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Certain Rules of Construction

Time is of the essence in the performance of this Contract. Unless the context clearly implies otherwise, each and every act to be performed or obligation to be fulfilled by the Grantee under this Contract shall be performed or fulfilled at the Grantee's sole cost and expense

J. Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in the City and County of Denver

K. Notices

Every notice, demand, request, designation, consent, approval or other document or instrument required or permitted to be served hereunder shall be in writing, shall be deemed to have been duly served on the day of receipt or rejection and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service which provides written evidence of delivery, as addressed to the parties hereto. The parties may change the place for serving of such papers on it, or provide for the delivery of not more than two (2) additional copies, by giving the other party at least thirty (30) days prior written notice to such effect. Notices shall be sent to

Grantee:
Widefield Water and Sanitation District
8495 Fontaine Boulevard
Colorado Springs, Colorado 80925

State Land Board:
Colorado State Board of Land Commissioners
c/o Contract No 111170
1127 Sherman Street Suite 300
Denver Colorado 80203

L. Severability

Provided this Contract can be executed and performance of the obligations of the parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the parties can continue to perform their obligations under this Contract in accordance with its intent.

M. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State Land Board if Grantee fails to perform or comply as required.

N. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

O. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

P. CORA Disclosure

This Contract is subject to public release through the Colorado Open Records Act, CRS §24-72-201, et seq.

Q. Costs of Suit; Attorneys Fees

In the event that the State Land Board shall, without fault on the State Land Board's part, be made party to any litigation instituted by the Grantee or by any third party against the Grantee, or by or against any person holding under or using the Premises by license of the Grantee, or for the foreclosure of any lien for labor or material furnished to or for the Grantee or any such other person or otherwise arising out of or resulting from any action or transaction of the Grantee or of any such other person, the Grantee hereby indemnifies and holds the State Land Board harmless from and against any judgment rendered against the State Land Board or the Facilities or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the State Land Board in or in connection with such litigation

R. Governmental Immunity

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., as applicable now or hereafter amended

The State Land Board and the Grantee, by their signatures below, agree to the terms of this Contract.

GRANTEE:

Widefield Water and Sanitation District

By Steven Wilson
Signature

Date: 4-4-2018

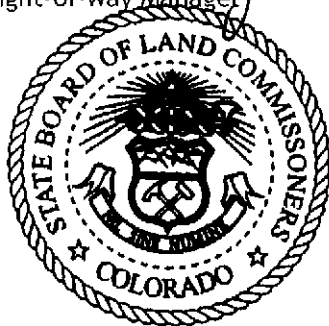
Steven Wilson, General Mgr.
Printed Name and Title

STATE LAND BOARD:

STATE OF COLORADO ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

By David S. Rodenberg
David Rodenberg, Right-of-way Manager

Date: 4/11/18



(Seal)

EXHIBIT A

THE PREMISES

A TWENTY FOOT WIDE EASEMENT LOCATED IN A PORTION OF THE WEST ½ OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M , EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 16, THENCE N00°26'27"W ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16, A DISTANCE OF 30.00 FEET TO NORTH RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD AS DESCRIBED IN ROW NO 335, BOOK 3, IN THE RECORDS OF EL PASO COUNTY; THENCE S89°10'03"W ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION,

1. THENCE N00°26'27"W ON A LINE 5.00 FEET WEST AND PARALLEL TO SAID NORTH-SOUTH CENTERLINE, A DISTANCE OF 5,230.94 FEET TO THE NORTH LINE OF SAID SECTION 16,

2. THENCE S89°33'39"W ON SAID NORTH LINE, A DISTANCE OF 20.00 FEET,

3 THENCE S00°26'27"E ON A LINE 25.00 FEET WEST OF AND PARALLEL TO SAID NORTH-SOUTH CENTERLINE, A DISTANCE OF 5,231.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FONTAINE BOULEVARD;

4. THENCE N89°10'03"E ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20 00 FEET TO THE POINT OF BEGINNING.

THE ABOVE EASEMENT CONTAINS 104,620 SQUARE FEET OR 2.402 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M. SAID LINE BEARS S00°26'27"E FROM THE N 1/4 CORNER OF SECTION 16 (3 1/4" ALUM. CAP PLS 10377) TO THE S 1/4 CORNER OF SECTION 16 (3 1/4" ALUM. CAP PLS 10377).

TEMPORARY CONSTRUCTION.

20' WIDTH LOCATED ON THE WEST SIDE OF THE 20' PERMANENT EASEMENT (104,620 SQUARE FEET or 2.40 ACRES, MORE OR LESS)



STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

RIGHT-OF-WAY CONTRACT NO. 111172

THIS RIGHT-OF-WAY CONTRACT ("Contract") is entered into at Denver, Colorado, this 1st day of July, 2017 ("Effective Date"), by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), whose address is 1127 Sherman Street, Suite 300, Denver CO 80203 and Widefield Water And Sanitation District ("Grantee"), having an address 8495 Fontaine Boulevard, Colorado Springs, CO 80925.

I. DESCRIPTION OF THE PREMISES

The State Land Board, in consideration of the terms and conditions herein, grants unto the Grantee, a right-of-way ("Right-of-Way"), over, under, upon and across certain portions of state trust lands described in Exhibit A attached hereto ("Premises").

II. CONDITION OF PREMISES

Grantee represents that Grantee has had an opportunity to inspect the Premises prior to entering into this Contract, and Grantee accepts the Premises in their present condition and acknowledges that the Premises are in all respects suitable for the purposes permitted. The State Land Board disclaims any and all obligation to provide access to the Premises (except as expressly set forth in this Contract), or to fence, make any repairs to or construct any improvements upon the Premises; and the State Land Board does not warrant that the Premises are suitable for the permitted purposes.

III. USE OF THE PREMISES

The use of the Premises shall be limited to constructing, operating, and maintaining a twelve-inch (12") water pipeline (collectively, the "Facilities"). No other use of the Premises by Grantee shall be permitted. The sole and singular user of the Premises shall be the Grantee named herein and its authorized agents and subcontractors. Grantee shall be solely responsible for all of its subcontracting and agency arrangements and performance by such parties in compliance with the provisions of this Contract. If Grantee uses or attempts to use the Premises for any other purpose whatsoever, then this Contract shall terminate immediately and be of no further effect, and all rights of way shall revert to the State Land Board or its successors. This Right-of-Way is not exclusive. It is subject to any and all uses, easements and rights-of-way granted previously.

IV. TERM

A. This Contract is effective from the Effective Date. The term shall be a thirty (30) years, until July 1, 2047 subject to the covenants and agreements herein ("Term"). The Right-of-Way granted herein shall continue until termination for cause or expiration of the Term, whichever occurs first.

B. If the use of the Premises or any portion thereof is abandoned for twelve (12) consecutive months, this Contract and/or the Right-of-Way related to the unused portion of the Premises shall automatically and without notice terminate.

C. The Grantee may remove the Facilities during the Term. Upon such removal, the Right-of-Way shall terminate, except that temporary removal or closure of said Facilities during maintenance or approved reconstruction shall not terminate this Contract.

V. CONSIDERATION**A. Term**

The consideration amount for the Premises during the Term shall be the sum of Thirteen thousand seven hundred ten and 94/100 dollars (\$13,710.94) Grantee shall pay to the State Land Board the amount due during the Term of this Contract at the office of the State Land Board specified in the first paragraph of this Contract. No portion of any prepaid amount is refundable, unless otherwise stated herein. The initial payment will be due thirty (30) days after this Contract is fully executed. If such due date shall fall on a weekend or state holiday, such due date shall be the next business day following such weekend or holiday.

Failure to make any payment required under this Contract, which is not paid within thirty (30) days of its due date, shall be subject to interest, processing fees and penalties as specified in Section XXI B.3. The State Land Board's acceptance of less than the full amount due shall not operate as an accord and satisfaction and shall not operate as a waiver of the State Land Board's right to collect the full amount which is actually due hereunder.

B. Holdover

If Grantee remains in possession of the Premises after the termination of this Contract (by expiration or otherwise) Grantee shall be liable for additional consideration during such holdover possession. The additional amount due shall not be less than the rate agreed upon in this Contract, and the State Land Board may fix a new rate, which shall be paid by the Grantee during continued occupancy. At the State Land Board's option, the Grantee shall be construed to be in possession of the Premises and to be occupying the same so long as the Premises are used in any way to any extent by Grantee, or so long as any Facilities, unauthorized improvements or personal property remain on the Premises. Continued occupancy shall not establish a new or extended Contract Term or other right, no matter how long maintained and regardless of the State Land Board's knowledge thereof.

VI. PERMITS

Grantee may terminate this Contract upon written notice to the State Land Board if Grantee is unable to obtain, or maintain as required approval(s) or the issuance of, a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facilities as now or hereafter intended by Grantee so long as Grantee pays a termination fee equal to three (3) months consideration at the then-current rate pursuant to Section V.

VII. INSURANCE

The Grantee at its sole cost and expense, shall during the entire Term hereof procure, pay for and keep in full force and affect the following types of insurance:

A. Property Insurance

A policy of property insurance covering all insurable Facilities located on the Premises (except for land, foundation, excavation, and other matters normally excluded from coverage), in an amount not less than necessary to cover the replacement cost. Such insurance shall afford protection against at least the following: (1) loss or damage from fire and other perils normally covered by the standard extended coverage endorsement, and (2) such risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where such is available.

B. Liability Insurance

A commercial general liability insurance covering the Facilities and Premises insuring the Grantee in an amount not less than two million dollars (\$2,000,000), and covering bodily injury, including death

to persons, personal injury, and property damage liability. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises. Coverage shall be primary and non-contributory. Coverage shall also include all legal expenses and other costs incurred by the State Land Board related to any claim under this Contract.

C. Workers Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee or subcontractor employees acting within the course and scope of their employment

D. Automobile Liability

Automobile liability insurance covering any auto used on the leased premises (including owned, hired and non-owned autos) with a minimum limit of one million dollars (\$1,000,000) each accident combined single limit

E. Pollution Liability

Pollution Liability insurance covering any single occurrence with a minimum limit of one million dollars (\$1,000,000) each occurrence.

F. Other Risks

In addition, the Grantee shall obtain insurance against such other risks of a similar or dissimilar nature as the State Land Board shall deem appropriate

G. General Provisions of Insurance Policies

- 1 All General Liability policies of insurance carried by the Grantee shall name the Grantee as insured and shall include the State Land Board and the State of Colorado as an additional insured.
2. All policies shall contain a provision that the policy cannot be cancelled until insurers have provided at least thirty (30) days prior written notice thereof to the Grantee and Grantee shall forward such notice to the State Land Board in accordance with Section XXV.K within seven days of Grantee's receipt of such notice
3. Notwithstanding anything to the contrary contained herein, the Grantee's obligation to carry insurance as provided herein may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Grantee, so long as such policy(s) segregates the amount of coverage applicable to the Premises.
4. A current certificate(s) of insurance shall be provided to the State Land Board prior to the commencement of this Contract, and at the request of the State Land Board. The certificate shall refer to the location of the Premises and the contract number of this Contract.
- 5 Any deductibles must be declared to the State Land Board.
6. Grantee shall be responsible for all claims and liabilities that fall within the Grantee's deductible
- 7 Coverage required of Grantee shall be primary over any insurance or self-insurance program carried by the Grantee or the State of Colorado or the State Land Board
- 8 All insurance policies in any way related to this Contract and secured and maintained by Grantee as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee, the State of Colorado

or the State Land Board, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Self Insurance

1. Grantee must receive prior, written approval from the State Land Board to self-insure
2. At any time Grantee does not meet the self-insurance requirements of the State Land Board, the State Land Board may require Grantee to secure insurance.

VIII. PERFORMANCE BOND

The Grantee shall execute a bond (or other sureties as may be approved by the State Land Board) at the time this Contract is executed by the parties in the amount Twenty-three thousand six hundred eight and no/100 dollars (\$23,608.00). The bond shall guarantee performance of this Contract by Grantee, which includes, but is not limited to, the payment of consideration in accordance with Section V and the restoration of the Premises in accordance with Section XI. The bond shall consist of cash, letter of credit, or other sureties as may be approved by the State Land Board. However, if the bond is other than cash, the bond must be in a form that will guarantee payment in cash to the State Land Board upon receipt by any bank or insurance company of written demand by the State Land Board, without further condition. In State Land Board's discretion, the State Land Board may draw upon the bond after Grantee has failed to perform its obligations under the Contract beyond the stated cure periods provided in the Contract.

The State Land Board shall keep said bond throughout construction of the Facilities and until all agreements related to surface reclamation have been satisfied by inspection and approved by the State Land Board staff or their designee.

IX. SURVEY

A. Prior to the Effective Date, a plat and survey performed by James F Lenz, Colorado PLS No 34583, dated the 10th day of May, 2016 was submitted by the Grantee to depict the location of the Premises and/or Facilities, as required by the State Land Board. The survey included a metes and bounds legal description of the Premises and is in form and substance sufficient to meet the State Land Board's survey standards.

B. If the Premises and/or the footprint of the Facilities are to be enlarged, replaced, relocated, or added to in the future, the Grantee shall request of the State Land Board such change and furnish surveys, plats, and description of the change to the State Land Board. The State Land Board may, at its sole discretion, approve or deny such request. In the event that the State Land Board approves such change, the State Land Board may, at its sole discretion, require the Grantee to pay additional consideration.

X. CONSTRUCTION OF FACILITIES

A. Other than the Facilities, no improvements (including access roads) shall be built or placed upon the Premises without the prior written consent of the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. The State Land Board may require, in its sole discretion, Grantee to provide designs, construction plans, and building specifications for the State Land Board's review and approval prior to construction of the Facilities. In such case, Grantee shall not commence to build any structure or permanent Facilities or construct replacements, additions, or significant alterations of any kind without first obtaining said approval. All Facilities shall be the property of the Grantee, unless they are deemed abandoned pursuant to Section XI.B below. If the Facilities are abandoned, such assets may, at the sole discretion of the State Land Board become the property of the State Land Board and may be removed, retained or sold by the State Land Board in accordance with Section XI B below.

B. During construction of the Facilities and during the Term of this Contract, Grantee shall make a reasonable effort to treat the occurrences of noxious weed species (Ex Canada Thistle) on the Premises and to prevent the spread of noxious weeds from other areas. Reasonable effort includes but is not limited to washing vehicles and other equipment, stockpiling topsoil separately from other fill materials, and in cases where timely natural revegetation of native plants is not likely to occur, to seed bare sites with native plant species as soon as appropriate to prevent establishment of undesirable plant species.

C. If any Facilities are constructed outside of the defined boundary of the Premises, the State Land Board, at its discretion, may require Grantee, a developer (if any), or their successors or assignees to relocate the Facilities to within the defined boundaries of the Premises at no cost to the State Land Board.

D. The Grantee shall not fence or otherwise obstruct free and open access to and travel upon, the Premises, without written authorization from the State Land Board.

E. If Grantee fails to construct the Facilities within two (2) years from the Effective Date, this Contract shall be subject to termination at the option of the State Land Board. If the State Land Board agrees to extend such construction period, the State Land Board may fix additional consideration at the time of completion of construction of said Facilities

XI. TREATMENT OF FACILITIES AND SURRENDER OF PREMISES UPON TERMINATION OF CONTRACT

A. Upon expiration or termination of this Contract, and provided Grantee is not then in breach of or in default under this Contract, all Facilities shall, at the Grantee's option, either be:

1. Removed by Grantee without damage to the Premises; or
2. Sold by Grantee to a subsequent grantee of the Premises.

If Facilities are removed, Grantee shall comply with the provisions of this Section XI.

B. All Facilities, unauthorized improvements and/or personal property not so removed or sold within one-hundred twenty (120) days after termination of this Contract shall be deemed abandoned and may, at the State Land Board's option, be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board.

C. Grantee shall not be entitled to compensation for, or to sell or remove, any Facilities and/or unauthorized improvements when the Contract is terminated by the State Land Board for violation by the Grantee of the Contract provisions. At the State Land Board's option, the Facilities, unauthorized improvements and/or personal property on the Premises shall be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board

D. Upon expiration or termination of this Contract, the Grantee shall peaceably and quietly leave, and surrender possession of the Premises to the State Land Board in accordance with this Section XI, and at its own expense shall promptly and diligently within one-hundred twenty (120) days remove, demolish and/or clear off from the Premises all Facilities, unauthorized improvements and personal property and restore the Premises to its original or native vegetative condition or to such other conditions as may be approved by the State Land Board regardless of whether the Grantee has funds budgeted and allocated for the removal and restoration. The State Land Board can seek reimbursement from Grantee for any costs associated with removing and disposing of any property, improvements, or Facilities remaining on the Premises after one-hundred twenty (120) days following termination of this Contract

E. Notwithstanding any provisions to the contrary, the Grantee shall have no right to remove, alter or demolish all or part of the Grantee's Facilities at any time the Grantee is in default or breach of any term, provision or covenant of this Contract.

XII. NO PARTNERSHIP

Nothing in this Contract shall cause the State Land Board in any way to be construed as a partner, a joint venturer or associated in any way with the Grantee in the operation of the Premises, or subject the State Land Board to any obligation, loss, charge or expense connected with or arising from the operation or use of the Premises or any part thereof.

XIII. MAINTENANCE AND REPAIR

The State Land Board shall have no duty of maintenance or repair with respect to the Premises or Facilities constructed thereon. The Grantee shall keep and maintain the Premises and Facilities thereon in constant good order and repair in the same condition as when initially constructed, ordinary wear and tear excepted. All repairs made by the Grantee shall be at least equal in quality to the original Facilities. During the Term, the Grantee shall provide continued maintenance of the area disturbed by the Facilities, to maintain the integrity of the installation.

XIV. DAMAGE OR DESTRUCTION

In case of damage to or destruction of the Facilities and/or Premises or any part thereof, by any cause whatever, the Grantee shall give or cause to be given to the State Land Board prompt notice of such occurrence and shall promptly proceed with due diligence to repair, restore, replace or rebuild so as to make the Premises and Facilities at least equal in quality to the original Facilities, restore the same to such modified plans as shall be previously approved in writing by the State Land Board, or remove all Facilities and restore the Premises to a native vegetative condition.

XV. TAXES, UTILITIES AND OTHER EXPENSES

It is understood and agreed that this Contract shall be a net contract with respect to the State Land Board, and that all taxes, assessments, insurance, utilities, water, sewer, wastewater, sanitation and other operating costs including those which could otherwise result in a lien being placed against the Premises and/or the Facilities as well as the cost of all repairs, remodeling, renovations, alterations, and Facilities, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises and the Facilities shall be borne by the Grantee and not by the State Land Board so that the consideration to the State Land Board shall not be reduced, offset or diminished directly or indirectly by any cost or charge, nor subject to suspension or termination for any cause. If Grantee is a tax exempt entity, it shall be Grantee's responsibility to obtain and maintain such tax exemption, to provide proof of such exemption and to receive the benefits of such exemption

XVI. INSPECTION RIGHTS

This Right-of Way is non-exclusive, however if Grantee fences any portion of the Premises or Facilities for safety or security purposes, the State Land Board or its authorized representatives may from time to time, at any reasonable hour, and with prior notice and escort, enter upon and inspect the Premises or the Facilities, or any portion thereof to ascertain and secure compliance with this Contract, but without obligation to do so or liability therefor. However, no prior notice or escort shall be required by the State Land Board to enter upon and inspect fenced areas of the Premises and the Facilities in emergencies. If applicable, Grantee hereby

grants to the State Land Board a non-revocable license for such access over and across Grantee's other lands during the Term of this Contract.

XVII. LIABILITY

A. The State Land Board shall not be liable to the Grantee, its agents, employees, invitees, patrons or any other person whomsoever, for injury to or death of any person or damage to or loss of property in, upon or adjacent to the Premises or other property contiguous or appurtenant thereto, which may arise during the Grantee's development, use or occupancy of the Premises or by any person so doing through or under the Grantee or with its permission, express or implied. The Grantee further waives any claim against the State Land Board regarding the State Land Board's approval or disapproval of any plans or specifications whether or not defective.

B. The Grantee agrees to indemnify the State Land Board and save it harmless against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s) arising from the conduct or management of or from any work or thing done on or about the Premises and to indemnify and save the State Land Board harmless against and from any and all claims arising during the Term hereof from: (i) any of those matters specified in this Article, (ii) any breach or default on the part of the Grantee hereunder, and (iii) any act or omission of the Grantee or any of its agents, contractors, servants, assignees, employees, invitees or licensees, on or about the Premises or other property contiguous or appurtenant to the Premises, including all costs, attorneys fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the State Land Board by reason of any such claim upon notice from the State Land Board, the Grantee covenants to promptly effect the dismissal thereof or to diligently resist and defend such action or proceeding by counsel satisfactory to the State Land Board, at the sole cost and expense of the Grantee.

XVIII. RESERVATIONS TO THE STATE LAND BOARD

This Contract is subject to any and all presently existing easements, rights-of-way and other interests, whether or not visible on the ground; and, in addition to its reversion upon termination of this Contract, the State Land Board hereby reserves:

A. The right at any and all times during the Term to sell, exchange, or otherwise dispose of all or any portion of the land underlying the Premises or adjoining lands.

B. The right to cancel this Contract as to all or any portion of the Premises, upon one year's prior written notice to the Grantee, if the State Land Board elects to sell, exchange, otherwise dispose of, or otherwise lease all or any portion of the Premises free and clear of this Contract, refunding to Grantee the unearned portion of prepaid amounts.

C. All rights to all minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, sand, gravel, clay, quarry products or other like substances in or under such land, and all geothermal resources and the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substance. Grantee shall not enter into any agreement to restrict mineral development in any way, including but not limited to, agreements to purchase, to buy out or to buy-down with the mineral lessee, its successors or assigns, without the written approval of the State Land Board.

D. The right to lease all or any portion of the Premises to other persons for the purposes of exploring for and removing timber, minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring resources, together with reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights, so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises.

E. All water, water rights, ditch rights, water stock and/or ditch stock appurtenant to or used in connection with the Premises including, without limitation, tributary and non-tributary water rights, and any rights in pending applications for permits or adjudications in water rights, wells, rights in ditch water in canal organizations or companies. All such uses shall be and remain the property of the State Land Board. The Grantee may not explore, drill, or establish any water use right or well without written permission of the State Land Board. If the Grantee establishes or adjudicates any water right or use on the Premises, it shall be in the name of the State Land Board.

F. The right to administrative access to the Premises under Section XVI

G. The right at any time to grant any right of way or easement upon, over or across all or any portion of the Premises so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises. This reservation includes, but is not limited to, the right to grant rights-of-way on, over, under, and across the Premises for the installation, emplacement, replacement, repair, operations, and maintenance of utilities which shall conform with plans duly submitted by the Grantee and approved by the State Land Board. If and when such right of way or easement is granted to a third party, the Grantee shall be compensated by the grantee for any damages to Grantee's personal property and Facilities.

H. The right to put the Premises to additional uses by granting additional leases, permits, access, or rights to the Premises or any portion thereof, at any time and for any purpose, including but not limited to hunting, fishing and other recreational purposes so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises

I. All rights, privileges and uses of every kind or nature not specifically granted to Grantee by this Contract so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises

J. All treasure trove and articles of antiquity on or under the Premises are and remain the property of the State Land Board. The Grantee shall immediately report discovery to the State Land Board and to the Colorado State Historical Society

K. If the State Land Board desires to occupy or use, or permit the occupancy or use of, the Premises which are subject to the Right-of-Way granted, or any portion thereof, for any purpose with which the Facilities would interfere, then the State Land Board may require the Grantee to relocate its Facilities, at Grantee's expense, after first receiving not less than ninety (90) days prior written notice from the State Land Board. In such event, the Grantee shall be furnished a similar right-of-way over and across the State Land Board's land, where available and suitable, free of charge to relocate or otherwise adjust said Facilities

Grantee agrees to permit and not interfere with the new or additional uses that meet the requirements of this Section XVIII.

XIX. ASSIGNMENTS AND SUBLEASING

This Contract shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns.

A. This Contract shall not be assigned, transferred or sold, voluntarily or by operation of law, without the prior written consent and upon such terms and conditions as determined by the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. It shall be understood that any name change, or changes in ownership of the Grantee shall be considered an assignment. A change in name without a corresponding change in ownership and a change in name and/or ownership resulting from a merger or acquisition between Grantee, its partners, members or affiliates shall be considered an approved assignment (each an "Approved Assignment"), provided that the change in name and/or assignment is made in accordance with such terms and conditions as determined by the State Land Board. For each assignment that does not qualify as an Approved

Assignment, Grantee shall be required to submit an assignment application fee of \$500.00 plus additional assignment consideration in an amount to be determined at the time of the assignment notification to the State Land Board which is based on the length of the remaining Term. The assignment application fee and additional assignment consideration requirements shall not apply to Approved Assignments. There shall be no partial assignments of this Contract.

B. Any transfer or assignment, or attempted transfer or assignment, of the Contract or any of the rights granted hereunder, without consent in writing of the State Land Board, shall be absolutely void, and at the option of the State Land Board, shall terminate this Contract. The acceptance by the State Land Board of any payment due hereunder from any person other than the Grantee shall not be deemed a waiver by the State Land Board of any provision of this Contract or to be consent to any assignment.

C. Subleasing, encumbering, pledging or otherwise transferring this Contract is expressly prohibited under the terms of this Contract except as expressly provided in this Contract.

D. Subleasing (including co-location of facilities not belonging to Grantee) is prohibited without the prior written consent of the State Land Board, which consent shall be at the State Land Board's sole discretion. Grantee shall request and obtain the State Land Board's approval of any proposed subleasing or co-location of facilities prior to entering into any agreement to co-locate and prior to co-location of facilities on the Premises. Within thirty (30) calendar days of the anniversary date of the Effective Date (and each subsequent one-year date thereafter), the Grantee shall provide a report of all approved subleases including an accounting of the related sublease income and gross receipts received, including in-kind services and equipment. At that time, Grantee shall pay to the State Land Board an amount equal to 25% of gross receipts received during the previous year from subtenants or one-half (1/2) the previous year's annual consideration amount pursuant to Section V, whichever is greater. All entities with subleasing arrangements that include land outside of the boundaries of the Premises and are owned by the State Land Board shall be required to enter into a separate agreement with the State Land Board.

E. Grantee shall be responsible to assure that the sublessees comply with all the terms, conditions, and covenants of this Contract. A breach or default of this Contract by a sublessee shall be considered a breach of the Contract as if the Grantee had committed the breach; however, Grantee shall still be responsible for the performance and liabilities of all terms, conditions and covenants of this Contract.

XX. PROTECTION, CONSERVATION AND COOPERATION

Grantee shall not permit, commit, or allow, and shall protect the Premises against, any loss, damage, any dangerous condition, injury, or waste, except as caused by persons granted other uses of the Premises by the State Land Board. Grantee may use the Premises only for the purposes granted and in accordance with good resource conservation practices. Grantee shall not cut, remove, or use or allow to be cut, removed or used, any timber or trees, or remove, use or allow to be removed or used any minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources or other naturally occurring resources unless approved in advance in writing by the State Land Board. Grantee shall conduct all activities on the Premises in a manner that protects soil fertility and forage production, and does not contribute to soil erosion, noxious weeds or pests. Grantee shall comply with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to criminal, land use, fencing, noxious weed, environmental, wetlands protection, hazardous waste, health and safety laws, ordinances and regulations.

XXI. DEFAULTS AND REMEDIES**A. Defaults**

The occurrences of any one or more of the following events shall constitute a default hereunder by the Grantee:

1. Failure by the Grantee to make any payment or charge required to be made by the Grantee hereunder, as and when due.
2. Use of the Premises by the Grantee, its successors and assigns or attempted use of the Premises for any other purpose than those permitted by this Contract without the prior written consent of the State Land Board
3. Failure by the Grantee to perform any of the covenants, conditions or requirements contained herein. Provided further that if the nature of the Grantee's default is such that more than thirty (30) days are reasonably required to cure such default then the Grantee shall not be deemed to be in default if the Grantee shall commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion.

Any of the above events of default may be cured by the Grantee within thirty (30) days after written notice thereof from the State Land Board to the Grantee in accordance with Section XXV.K.

B. Remedies

In any event of default and in addition to any or all other rights or remedies of the State Land Board hereunder or by the law provided, the State Land Board may exercise the following remedies at its sole option:

1. Termination. Terminate the Grantee's right to possession of the Premises by any lawful means, in which case this Contract shall terminate and the Grantee shall immediately surrender possession of the Premises to the State Land Board according to the terms of Section XI. In such event of termination, the State Land Board shall be entitled to recover from the Grantee:
 - i. The unpaid consideration, charges, taxes and/or damages which have accrued up until the time of termination together with interest; and
 - ii. Any other amount necessary to compensate the State Land Board for the Grantee's failure to perform its obligations under this Contract or which would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys fees, and any other reasonable costs; and
 - iii. Interest upon such amounts, which shall be one point five percent (1.5%) per month or portion thereof. Said interest shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.
2. Consideration Due During Unlawful Detainer. In any successful action for unlawful detainer commenced by the State Land Board against the Grantee by reason of any default hereunder, the reasonable value of the Premises for the period of the unlawful detainer shall be two (2) times the current consideration amount specified in Section V and other charges or payments, prorated on a per diem basis, to be made by the Grantee under this Contract for such period.
3. Interest and Processing Fees, Penalties. Interest and processing fees in the amount of one point five percent (1.5%) per month or portion thereof shall be imposed for late payments and improper or partial payments. In addition, the State Land Board may charge penalties

as provided in the State Land Board's published fee schedules, as they may be amended from time to time. Said interest, processing fees, and penalties (if any) shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.

4. Cumulative Rights The rights and remedies reserved to the State Land Board, including those not specifically described, shall be cumulative, and the State Land Board may pursue any or all of such rights and remedies, at the same time or separately.

XXII. HAZARDOUS SUBSTANCES

A. The Grantee shall not place, store, use or dispose on the Premises, temporarily or permanently, any substance that is hazardous, toxic, dangerous or harmful or which is defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act, 42 USC §9601 (each a "Hazardous Substance" and collectively, the "Hazardous Substances"); except for the following:

- 1 any potentially Hazardous Substance contained within batteries installed by Grantee at the Premises, which shall be used for the sole purpose of supplying electrical power to the Facilities, and
2. small quantities of "over the counter" degreasers, lubricants, and cleaning solvent products, which shall be used for the sole purpose of maintenance and operation of the Facilities.

All Hazardous Substances shall be used and stored in compliance with all federal, state, and local environmental laws. Grantee shall provide the State Land Board with an inventory of all Hazardous Substances at the State Land Board's request

B. The Grantee is also prohibited from storing any gasoline or other fuel on the Premises without the State Land Board's prior written permission; except Grantee is permitted to store diesel, propane or gasoline fuel in a tank on the Premises for the sole purpose of supplying fuel to the Facilities in the event of an electrical power outage, provided that a spill containment structure is installed in a manner that is capable of holding the entire volume of the tank in the event of a tank spill or rupture. Such written permission shall be at the State Land Board's sole discretion and upon such terms and conditions as determined by the State Land Board.

C. The Grantee shall immediately notify the State Land Board of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violation of laws, regulation or ordinance which affect the Premises.

XXIII. CONDEMNATION

A. In the event the State Land Board receives notification of any condemnation proceedings affecting the Premises, the State Land Board will provide notice of the proceeding to Grantee within ten (10) business days.

B. If all of the Premises are taken by any public authority under the power of eminent domain, this Contract shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If part of the Premises is taken and, in the opinion of either the State Land Board or the Grantee, it is not economically feasible to continue this Contract, either party may terminate this Contract

C. Such termination by either party shall be made by notice to the other party given not later than thirty (30) days after possession is so taken. If part of the Premises is taken and neither the State Land Board nor the Grantee elects to terminate this Contract, the payment due under this Contract shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises

D. All damages awarded for the taking or damaging of all or any part of the Premises, or State Land Board owned improvements thereon, shall belong to and become the property of the State Land

Board, and the Grantee hereby disclaims and assigns to the State Land Board any and all claims to such award. The State Land Board shall not claim any interest in any of the Facilities. Grantee may pursue a separate award from the condemnation authority for its relocation expenses and for the loss of or damage to its Facilities.

E. If the temporary use (defined as less than one year) of the whole or any part of the Premises shall be taken at any time during the Term of this Contract, the Grantee shall give prompt notice thereof to the State Land Board, however, the Term, rentals and other obligations of the Grantee under this Contract shall not be reduced or affected in any way. The Grantee shall be entitled to compensation as determined by applicable law for any such temporary taking of the Premises.

XXIV. LIENS AND CLAIMS

A. Mechanics' Liens

1. The Grantee shall not suffer or permit to be enforced against the Premises, or any part thereof, or any Facilities thereon, any mechanics', material men's, contractors', or subcontractors' liens arising from, or any claim for damage growing out of the work of any construction, repair, restoration, replacement or improvement, or any other claim or demand howsoever the same may arise, but the Grantee shall pay or cause to be paid all of said liens, claims, or demands before any action is brought to enforce the same against the Premises or Facilities.
2. The Grantee agrees to defend, indemnify and hold the State Land Board and the Premises free and harmless from all liability for any and all such liens, claims, demands, and actions (each a "Lien" and collectively, the "Liens") together with reasonable attorney's fees and all costs and expenses in connection herewith

B. Rights to Contest

Notwithstanding the foregoing, if the Grantee shall in good faith contest the validity of any such Lien, then the Grantee shall at its sole expense defend itself and the State Land Board against the same and shall pay and satisfy any adverse expense or cost or adverse judgment that may be rendered thereon before the enforcement thereof against the State Land Board or the Premises, upon the condition that if the State Land Board shall require, the Grantee shall furnish a surety bond satisfactory in form and amount to the State Land Board. Said bond shall not be less than one hundred twenty percent (120%) of such contested Lien indemnifying the State Land Board against liability for the same, and holding the Premises free from the effect of such lien.

C. Posted Notice

The Grantee shall, upon execution of this Contract at its cost, prepare a Notice, pursuant to CRS §38-22-105, and cause the same to be posted for the purpose of protecting the State Land Board against any Liens or encumbrances upon the Premises by reason of work, labor, services or materials contracted for or supplied to the Grantee

XXV. MISCELLANEOUS

A. False Statements

Any false certification or statement by the Grantee in the application, public disclosure statement or qualification of financial responsibility statement required to be submitted with the application for the Contract, or in any other document or report required to be submitted under this Contract, shall at the discretion of the State Land Board, result in termination of this Contract and an action for damages

B. Contract Document Controls

In the event of inconsistency or conflict between this Contract and documents incorporated herein by reference, this Contract shall control.

C. Compliance with Laws

The Grantee shall comply with all applicable federal, state and local ordinances, regulations and laws regarding the Premises and activities conducted thereon or by virtue thereof. Furthermore the Grantee shall not use or permit the Premises to be used in violation of any such rule, regulation or law or for any purpose tending to damage or harm the Premises, the Facilities thereon or the improvements adjacent thereto, or the image or attractiveness thereof, or for any improper, offensive or immoral use or purpose, or in any manner which shall constitute waste, nuisance or public annoyance

D. Authority

1. **Grantee**. If the Grantee is an entity other than an individual, Grantee acknowledges and represents that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Contract and that this Contract is binding upon said entity in accordance with its terms. In addition, each individual executing this Contract on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity and that this Contract is binding upon said entity in accordance with its terms. The Grantee shall deliver a certified copy of the appropriate document evidencing authorization for such execution.
2. **State Land Board** This Contract is entered into pursuant to the authority granted to the State Land Board by Colorado law. The State Land Board acknowledges and represents that it is duly organized and validly existing and has the right, power and authority to enter into this Contract.

E. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions

F. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement

G. Entire Understanding

This Contract represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

H. Modification

1. **By the Parties** Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the parties in an amendment to this Contract
2. **By Operation of Law** This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Certain Rules of Construction

Time is of the essence in the performance of this Contract. Unless the context clearly implies otherwise, each and every act to be performed or obligation to be fulfilled by the Grantee under this Contract shall be performed or fulfilled at the Grantee's sole cost and expense.

J. Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in the City and County of Denver.

K. Notices

Every notice, demand, request, designation, consent, approval or other document or instrument required or permitted to be served hereunder shall be in writing, shall be deemed to have been duly served on the day of receipt or rejection and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service which provides written evidence of delivery, as addressed to the parties hereto. The parties may change the place for serving of such papers on it, or provide for the delivery of not more than two (2) additional copies, by giving the other party at least thirty (30) days prior written notice to such effect. Notices shall be sent to:

Grantee:
Widefield Water and Sanitation District
8495 Fontaine Boulevard
Colorado Springs Colorado 80925

State Land Board:
Colorado State Board of Land Commissioners
c/o Contract No. 111172
1127 Sherman Street Suite 300
Denver Colorado 80203

L. Severability

Provided this Contract can be executed and performance of the obligations of the parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the parties can continue to perform their obligations under this Contract in accordance with its intent.

M. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State Land Board if Grantee fails to perform or comply as required.

N. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

O. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

P. CORA Disclosure

This Contract is subject to public release through the Colorado Open Records Act, CRS §24-72-201, et seq.

Q. Costs of Suit; Attorneys Fees

In the event that the State Land Board shall, without fault on the State Land Board's part, be made party to any litigation instituted by the Grantee or by any third party against the Grantee, or by or against any person holding under or using the Premises by license of the Grantee, or for the foreclosure of any lien for labor or material furnished to or for the Grantee or any such other person or otherwise arising out of or resulting from any action or transaction of the Grantee or of any such other person, the Grantee hereby indemnifies and holds the State Land Board harmless from and against any judgment rendered against the State Land Board or the Facilities or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the State Land Board in or in connection with such litigation

R. Governmental Immunity

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq , as applicable now or hereafter amended.

The State Land Board and the Grantee, by their signatures below, agree to the terms of this Contract.

GRANTEE:

Widefield Water and Sanitation District

By. *Steven Wilson*
Signature

Date 4-4-2018

Steven Wilson, General Mgr.
Printed Name and Title

STATE LAND BOARD:

STATE OF COLORADO ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

By *David S. Rodenberg*
David Rodenberg, Right-of-way Manager

Date 4/11/18

(Seal)



EXHIBIT A

THE PREMISES

A TWENTY FOOT WIDE EASEMENT LOCATED IN A PORTION OF THE WEST ½ OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M , EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE N89° 33'39"E ON THE NORTH LINE OF SECTION 16, A DISTANCE OF 165.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

1. THENCE N89° 33'39"E ON THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 20.00 FEET;
2. THENCE S00° 29'03"E A DISTANCE OF 5,172.88 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD AS DESCRIBED IN ROW NO. 335, BOOK 3 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND A NON-TANGENT CURVE TO THE RIGHT;
3. THENCE ON SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 150 00 FEET, AN ARC LENGTH OF 37.23 FEET, A DELTA ANGLE OF 14° 13'21", WHOSE LONG CHORD BEARS N33° 04'02"W A DISTANCE OF 37.14 FEET;
- 4 THENCE N00° 29'03"W A DISTANCE OF 5,141.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE EASEMENT CONTAINS 103,173 SQUARE FEET OR 2.368 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST ½ OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M. SAID LINE BEARS S00° 26'27"E FROM THE N 1/4 CORNER OF SECTION 16 (3 1/4" ALUM. CAP PLS 10377) TO THE S 1/4 CORNER OF SECTION 16 (3 1/4" ALUM. CAP PLS 10377).

TEMPORARY CONSTRUCTION:

20' WIDTH LOCATED ON THE EAST SIDE OF THE 20' PERMANENT EASEMENT (103,621 SQUARE FEET or 2.38 ACRES, MORE OR LESS).



STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

RIGHT-OF-WAY CONTRACT NO. 111168

THIS RIGHT-OF-WAY CONTRACT ("Contract") is entered into at Denver, Colorado, this 1st day of July, 2017 ("Effective Date"), by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), whose address is 1127 Sherman Street, Suite 300, Denver CO 80203 and Widefield Water And Sanitation District ("Grantee"), having an address 8495 Fontaine Boulevard, Colorado Springs, CO 80925.

I. DESCRIPTION OF THE PREMISES

The State Land Board, in consideration of the terms and conditions herein, grants unto the Grantee, a right-of-way ("Right-of-Way"), over, under, upon and across certain portions of state trust lands described in Exhibit A attached hereto ("Premises")

II. CONDITION OF PREMISES

Grantee represents that Grantee has had an opportunity to inspect the Premises prior to entering into this Contract, and Grantee accepts the Premises in their present condition and acknowledges that the Premises are in all respects suitable for the purposes permitted. The State Land Board disclaims any and all obligation to provide access to the Premises (except as expressly set forth in this Contract), or to fence, make any repairs to or construct any improvements upon the Premises; and the State Land Board does not warrant that the Premises are suitable for the permitted purposes.

III. USE OF THE PREMISES

The use of the Premises shall be limited to constructing, operating, and maintaining a ten-inch (10") sanitary sewer pipeline (collectively, the "Facilities"). No other use of the Premises by Grantee shall be permitted. The sole and singular user of the Premises shall be the Grantee named herein and its authorized agents and subcontractors. Grantee shall be solely responsible for all of its subcontracting and agency arrangements and performance by such parties in compliance with the provisions of this Contract. If Grantee uses or attempts to use the Premises for any other purpose whatsoever, then this Contract shall terminate immediately and be of no further effect, and all rights of way shall revert to the State Land Board or its successors. This Right-of-Way is not exclusive. It is subject to any and all uses, easements and rights-of-way granted previously.

IV. TERM

A. This Contract is effective from the Effective Date. The term shall be a thirty (30) years, until July 1, 2047 subject to the covenants and agreements herein ("Term"). The Right-of-Way granted herein shall continue until termination for cause or expiration of the Term, whichever occurs first.

B. If the use of the Premises or any portion thereof is abandoned for twelve (12) consecutive months, this Contract and/or the Right-of-Way related to the unused portion of the Premises shall automatically and without notice terminate

C. The Grantee may remove the Facilities during the Term. Upon such removal, the Right-of-Way shall terminate, except that temporary removal or closure of said Facilities during maintenance or approved reconstruction shall not terminate this Contract.

V. CONSIDERATION**A. Term**

The consideration amount for the Premises during the Term shall be the sum of Eighteen thousand six hundred thirty-one and 74/100 dollars (\$18,631 74). Grantee shall pay to the State Land Board the amount due during the Term of this Contract at the office of the State Land Board specified in the first paragraph of this Contract. No portion of any prepaid amount is refundable, unless otherwise stated herein. The initial payment will be due thirty (30) days after this Contract is fully executed. If such due date shall fall on a weekend or state holiday, such due date shall be the next business day following such weekend or holiday.

Failure to make any payment required under this Contract, which is not paid within thirty (30) days of its due date, shall be subject to interest, processing fees and penalties as specified in Section XXI.B 3. The State Land Board's acceptance of less than the full amount due shall not operate as an accord and satisfaction and shall not operate as a waiver of the State Land Board's right to collect the full amount which is actually due hereunder.

B. Holdover

If Grantee remains in possession of the Premises after the termination of this Contract (by expiration or otherwise) Grantee shall be liable for additional consideration during such holdover possession. The additional amount due shall not be less than the rate agreed upon in this Contract, and the State Land Board may fix a new rate, which shall be paid by the Grantee during continued occupancy. At the State Land Board's option, the Grantee shall be construed to be in possession of the Premises and to be occupying the same so long as the Premises are used in any way to any extent by Grantee, or so long as any Facilities, unauthorized improvements or personal property remain on the Premises. Continued occupancy shall not establish a new or extended Contract Term or other right, no matter how long maintained and regardless of the State Land Board's knowledge thereof.

VI. PERMITS

Grantee may terminate this Contract upon written notice to the State Land Board if Grantee is unable to obtain, or maintain as required approval(s) or the issuance of, a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facilities as now or hereafter intended by Grantee so long as Grantee pays a termination fee equal to three (3) months consideration at the then-current rate pursuant to Section V.

VII. INSURANCE

The Grantee at its sole cost and expense, shall during the entire Term hereof procure, pay for and keep in full force and affect the following types of insurance:

A. Property Insurance

A policy of property insurance covering all insurable Facilities located on the Premises (except for land, foundation, excavation, and other matters normally excluded from coverage), in an amount not less than necessary to cover the replacement cost. Such insurance shall afford protection against at least the following: (1) loss or damage from fire and other perils normally covered by the standard extended coverage endorsement, and (2) such risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where such is available.

B. Liability Insurance

A commercial general liability insurance covering the Facilities and Premises insuring the Grantee in an amount not less than two million dollars (\$2,000,000), and covering bodily injury, including death

to persons, personal injury, and property damage liability. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises. Coverage shall be primary and non-contributory. Coverage shall also include all legal expenses and other costs incurred by the State Land Board related to any claim under this Contract.

C. Workers Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee or subcontractor employees acting within the course and scope of their employment

D. Automobile Liability

Automobile liability insurance covering any auto used on the leased premises (including owned, hired and non-owned autos) with a minimum limit of one million dollars (\$1,000,000) each accident combined single limit

E. Pollution Liability

Pollution Liability insurance covering any single occurrence with a minimum limit of one million dollars (\$1,000,000) each occurrence.

F. Other Risks

In addition, the Grantee shall obtain insurance against such other risks of a similar or dissimilar nature as the State Land Board shall deem appropriate.

G. General Provisions of Insurance Policies

1. All General Liability policies of insurance carried by the Grantee shall name the Grantee as insured and shall include the State Land Board and the State of Colorado as an additional insured
2. All policies shall contain a provision that the policy cannot be cancelled until insurers have provided at least thirty (30) days prior written notice thereof to the Grantee and Grantee shall forward such notice to the State Land Board in accordance with Section XXV.K within seven days of Grantee's receipt of such notice
3. Notwithstanding anything to the contrary contained herein, the Grantee's obligation to carry insurance as provided herein may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Grantee, so long as such policy(s) segregates the amount of coverage applicable to the Premises
4. A current certificate(s) of insurance shall be provided to the State Land Board prior to the commencement of this Contract, and at the request of the State Land Board. The certificate shall refer to the location of the Premises and the contract number of this Contract.
5. Any deductibles must be declared to the State Land Board.
6. Grantee shall be responsible for all claims and liabilities that fall within the Grantee's deductible.
7. Coverage required of Grantee shall be primary over any insurance or self-insurance program carried by the Grantee or the State of Colorado or the State Land Board
8. All insurance policies in any way related to this Contract and secured and maintained by Grantee as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee, the State of Colorado

or the State Land Board, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Self Insurance

1. Grantee must receive prior, written approval from the State Land Board to self-insure.
2. At any time Grantee does not meet the self-insurance requirements of the State Land Board, the State Land Board may require Grantee to secure insurance.

VIII. PERFORMANCE BOND

The Grantee shall execute a bond (or other sureties as may be approved by the State Land Board) at the time this Contract is executed by the parties in the amount of Thirty-nine thousand two hundred eight and no/100 dollars (\$39,208.00). The bond shall guarantee performance of this Contract by Grantee, which includes, but is not limited to, the payment of consideration in accordance with Section V and the restoration of the Premises in accordance with Section XI. The bond shall consist of cash, letter of credit, or other sureties as may be approved by the State Land Board. However, if the bond is other than cash, the bond must be in a form that will guarantee payment in cash to the State Land Board upon receipt by any bank or insurance company of written demand by the State Land Board, without further condition. In State Land Board's discretion, the State Land Board may draw upon the bond after Grantee has failed to perform its obligations under the Contract beyond the stated cure periods provided in the Contract.

The State Land Board shall keep said bond throughout construction of the Facilities and until all agreements related to surface reclamation have been satisfied by inspection and approved by the State Land Board staff or their designee

IX. SURVEY

A. Prior to the Effective Date, a plat and survey performed by James F Lenz, Colorado PLS No 34583, dated the 10th day of May, 2016 was submitted by the Grantee to depict the location of the Premises and/or Facilities, as required by the State Land Board. The survey included a metes and bounds legal description of the Premises and is in form and substance sufficient to meet the State Land Board's survey standards.

B. If the Premises and/or the footprint of the Facilities are to be enlarged, replaced, relocated, or added to in the future, the Grantee shall request of the State Land Board such change and furnish surveys, plats, and description of the change to the State Land Board. The State Land Board may, at its sole discretion, approve or deny such request. In the event that the State Land Board approves such change, the State Land Board may, at its sole discretion, require the Grantee to pay additional consideration

X. CONSTRUCTION OF FACILITIES

A. Other than the Facilities, no improvements (including access roads) shall be built or placed upon the Premises without the prior written consent of the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. The State Land Board may require, in its sole discretion, Grantee to provide designs, construction plans, and building specifications for the State Land Board's review and approval prior to construction of the Facilities. In such case, Grantee shall not commence to build any structure or permanent Facilities or construct replacements, additions, or significant alterations of any kind without first obtaining said approval. All Facilities shall be the property of the Grantee, unless they are deemed abandoned pursuant to Section XI B below. If the Facilities are abandoned, such assets may, at the sole discretion of the State Land Board become the property of the State Land Board and may be removed, retained or sold by the State Land Board in accordance with Section XI B below

B. During construction of the Facilities and during the Term of this Contract, Grantee shall make a reasonable effort to treat the occurrences of noxious weed species (Ex Canada Thistle) on the Premises and to prevent the spread of noxious weeds from other areas. Reasonable effort includes but is not limited to washing vehicles and other equipment, stockpiling topsoil separately from other fill materials, and in cases where timely natural revegetation of native plants is not likely to occur, to seed bare sites with native plant species as soon as appropriate to prevent establishment of undesirable plant species.

C. If any Facilities are constructed outside of the defined boundary of the Premises, the State Land Board, at its discretion, may require Grantee, a developer (if any), or their successors or assignees to relocate the Facilities to within the defined boundaries of the Premises at no cost to the State Land Board.

D. The Grantee shall not fence or otherwise obstruct free and open access to and travel upon, the Premises, without written authorization from the State Land Board.

E. If Grantee fails to construct the Facilities within two (2) years from the Effective Date, this Contract shall be subject to termination at the option of the State Land Board. If the State Land Board agrees to extend such construction period, the State Land Board may fix additional consideration at the time of completion of construction of said Facilities.

XI. TREATMENT OF FACILITIES AND SURRENDER OF PREMISES UPON TERMINATION OF CONTRACT

A. Upon expiration or termination of this Contract, and provided Grantee is not then in breach of or in default under this Contract, all Facilities shall, at the Grantee's option, either be:

1. Removed by Grantee without damage to the Premises; or
2. Sold by Grantee to a subsequent grantee of the Premises.

If Facilities are removed, Grantee shall comply with the provisions of this Section XI.

B. All Facilities, unauthorized improvements and/or personal property not so removed or sold within one-hundred twenty (120) days after termination of this Contract shall be deemed abandoned and may, at the State Land Board's option, be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board.

C. Grantee shall not be entitled to compensation for, or to sell or remove, any Facilities and/or unauthorized improvements when the Contract is terminated by the State Land Board for violation by the Grantee of the Contract provisions. At the State Land Board's option, the Facilities, unauthorized improvements and/or personal property on the Premises shall be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board.

D. Upon expiration or termination of this Contract, the Grantee shall peaceably and quietly leave, and surrender possession of the Premises to the State Land Board in accordance with this Section XI, and at its own expense shall promptly and diligently within one-hundred twenty (120) days remove, demolish and/or clear off from the Premises all Facilities, unauthorized improvements and personal property and restore the Premises to its original or native vegetative condition or to such other conditions as may be approved by the State Land Board regardless of whether the Grantee has funds budgeted and allocated for the removal and restoration. The State Land Board can seek reimbursement from Grantee for any costs associated with removing and disposing of any property, improvements, or Facilities remaining on the Premises after one-hundred twenty (120) days following termination of this Contract.

E. Notwithstanding any provisions to the contrary, the Grantee shall have no right to remove, alter or demolish all or part of the Grantee's Facilities at any time the Grantee is in default or breach of any term, provision or covenant of this Contract

XII. NO PARTNERSHIP

Nothing in this Contract shall cause the State Land Board in any way to be construed as a partner, a joint venturer or associated in any way with the Grantee in the operation of the Premises, or subject the State Land Board to any obligation, loss, charge or expense connected with or arising from the operation or use of the Premises or any part thereof.

XIII. MAINTENANCE AND REPAIR

The State Land Board shall have no duty of maintenance or repair with respect to the Premises or Facilities constructed thereon. The Grantee shall keep and maintain the Premises and Facilities thereon in constant good order and repair in the same condition as when initially constructed, ordinary wear and tear excepted. All repairs made by the Grantee shall be at least equal in quality to the original Facilities. During the Term, the Grantee shall provide continued maintenance of the area disturbed by the Facilities, to maintain the integrity of the installation.

XIV. DAMAGE OR DESTRUCTION

In case of damage to or destruction of the Facilities and/or Premises or any part thereof, by any cause whatever, the Grantee shall give or cause to be given to the State Land Board prompt notice of such occurrence and shall promptly proceed with due diligence to repair, restore, replace or rebuild so as to make the Premises and Facilities at least equal in quality to the original Facilities, restore the same to such modified plans as shall be previously approved in writing by the State Land Board, or remove all Facilities and restore the Premises to a native vegetative condition.

XV. TAXES, UTILITIES AND OTHER EXPENSES

It is understood and agreed that this Contract shall be a net contract with respect to the State Land Board, and that all taxes, assessments, insurance, utilities, water, sewer, wastewater, sanitation and other operating costs including those which could otherwise result in a lien being placed against the Premises and/or the Facilities as well as the cost of all repairs, remodeling, renovations, alterations, and Facilities, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises and the Facilities shall be borne by the Grantee and not by the State Land Board so that the consideration to the State Land Board shall not be reduced, offset or diminished directly or indirectly by any cost or charge, nor subject to suspension or termination for any cause. If Grantee is a tax exempt entity, it shall be Grantee's responsibility to obtain and maintain such tax exemption, to provide proof of such exemption and to receive the benefits of such exemption

XVI. INSPECTION RIGHTS

This Right-of Way is non-exclusive, however if Grantee fences any portion of the Premises or Facilities for safety or security purposes, the State Land Board or its authorized representatives may from time to time, at any reasonable hour, and with prior notice and escort, enter upon and inspect the Premises or the Facilities, or any portion thereof to ascertain and secure compliance with this Contract, but without obligation to do so or liability therefor. However, no prior notice or escort shall be required by the State Land Board to enter upon and inspect fenced areas of the Premises and the Facilities in emergencies. If applicable, Grantee hereby

grants to the State Land Board a non-revocable license for such access over and across Grantee's other lands during the Term of this Contract.

XVII. LIABILITY

A. The State Land Board shall not be liable to the Grantee, its agents, employees, invitees, patrons or any other person whomsoever, for injury to or death of any person or damage to or loss of property in, upon or adjacent to the Premises or other property contiguous or appurtenant thereto, which may arise during the Grantee's development, use or occupancy of the Premises or by any person so doing through or under the Grantee or with its permission, express or implied. The Grantee further waives any claim against the State Land Board regarding the State Land Board's approval or disapproval of any plans or specifications whether or not defective.

B. The Grantee agrees to indemnify the State Land Board and save it harmless against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s) arising from the conduct or management of or from any work or thing done on or about the Premises and to indemnify and save the State Land Board harmless against and from any and all claims arising during the Term hereof from: (i) any of those matters specified in this Article; (ii) any breach or default on the part of the Grantee hereunder, and (iii) any act or omission of the Grantee or any of its agents, contractors, servants, assignees, employees, invitees or licensees, on or about the Premises or other property contiguous or appurtenant to the Premises, including all costs, attorneys fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the State Land Board by reason of any such claim upon notice from the State Land Board, the Grantee covenants to promptly effect the dismissal thereof or to diligently resist and defend such action or proceeding by counsel satisfactory to the State Land Board, at the sole cost and expense of the Grantee.

XVIII. RESERVATIONS TO THE STATE LAND BOARD

This Contract is subject to any and all presently existing easements, rights-of-way and other interests, whether or not visible on the ground; and, in addition to its reversion upon termination of this Contract, the State Land Board hereby reserves:

A. The right at any and all times during the Term to sell, exchange, or otherwise dispose of all or any portion of the land underlying the Premises or adjoining lands

B. The right to cancel this Contract as to all or any portion of the Premises, upon one year's prior written notice to the Grantee, if the State Land Board elects to sell, exchange, otherwise dispose of, or otherwise lease all or any portion of the Premises free and clear of this Contract, refunding to Grantee the unearned portion of prepaid amounts.

C. All rights to all minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, sand, gravel, clay, quarry products or other like substances in or under such land, and all geothermal resources and the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substance. Grantee shall not enter into any agreement to restrict mineral development in any way, including but not limited to, agreements to purchase, to buy out or to buy-down with the mineral lessee, its successors or assigns, without the written approval of the State Land Board.

D. The right to lease all or any portion of the Premises to other persons for the purposes of exploring for and removing timber, minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring resources, together with reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights, so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises

E. All water, water rights, ditch rights, water stock and/or ditch stock appurtenant to or used in connection with the Premises including, without limitation, tributary and non-tributary water rights, and any rights in pending applications for permits or adjudications in water rights, wells, rights in ditch water in canal organizations or companies. All such uses shall be and remain the property of the State Land Board. The Grantee may not explore, drill, or establish any water use right or well without written permission of the State Land Board. If the Grantee establishes or adjudicates any water right or use on the Premises, it shall be in the name of the State Land Board.

F. The right to administrative access to the Premises under Section XVI.

G. The right at any time to grant any right of way or easement upon, over or across all or any portion of the Premises so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises. This reservation includes, but is not limited to, the right to grant rights-of-way on, over, under, and across the Premises for the installation, emplacement, replacement, repair, operations, and maintenance of utilities which shall conform with plans duly submitted by the Grantee and approved by the State Land Board. If and when such right of way or easement is granted to a third party, the Grantee shall be compensated by the grantee for any damages to Grantee's personal property and Facilities.

H. The right to put the Premises to additional uses by granting additional leases, permits, access, or rights to the Premises or any portion thereof, at any time and for any purpose, including but not limited to hunting, fishing and other recreational purposes so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises.

I. All rights, privileges and uses of every kind or nature not specifically granted to Grantee by this Contract so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises.

J. All treasure trove and articles of antiquity on or under the Premises are and remain the property of the State Land Board. The Grantee shall immediately report discovery to the State Land Board and to the Colorado State Historical Society.

K. If the State Land Board desires to occupy or use, or permit the occupancy or use of, the Premises which are subject to the Right-of-Way granted, or any portion thereof, for any purpose with which the Facilities would interfere, then the State Land Board may require the Grantee to relocate its Facilities, at Grantee's expense, after first receiving not less than ninety (90) days prior written notice from the State Land Board. In such event, the Grantee shall be furnished a similar right-of-way over and across the State Land Board's land, where available and suitable, free of charge to relocate or otherwise adjust said Facilities.

Grantee agrees to permit and not interfere with the new or additional uses that meet the requirements of this Section XVIII.

XIX. ASSIGNMENTS AND SUBLEASING

This Contract shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns.

A. This Contract shall not be assigned, transferred or sold, voluntarily or by operation of law, without the prior written consent and upon such terms and conditions as determined by the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. It shall be understood that any name change, or changes in ownership of the Grantee shall be considered an assignment. A change in name without a corresponding change in ownership and a change in name and/or ownership resulting from a merger or acquisition between Grantee, its partners, members or affiliates shall be considered an approved assignment (each an "Approved Assignment"), provided that the change in name and/or assignment is made in accordance with such terms and conditions as determined by the State Land Board. For each assignment that does not qualify as an Approved

Assignment, Grantee shall be required to submit an assignment application fee of \$500.00 plus additional assignment consideration in an amount to be determined at the time of the assignment notification to the State Land Board which is based on the length of the remaining Term. The assignment application fee and additional assignment consideration requirements shall not apply to Approved Assignments. There shall be no partial assignments of this Contract.

B. Any transfer or assignment, or attempted transfer or assignment, of the Contract or any of the rights granted hereunder, without consent in writing of the State Land Board, shall be absolutely void, and at the option of the State Land Board, shall terminate this Contract. The acceptance by the State Land Board of any payment due hereunder from any person other than the Grantee shall not be deemed a waiver by the State Land Board of any provision of this Contract or to be consent to any assignment.

C. Subleasing, encumbering, pledging or otherwise transferring this Contract is expressly prohibited under the terms of this Contract except as expressly provided in this Contract.

D. Subleasing (including co-location of facilities not belonging to Grantee) is prohibited without the prior written consent of the State Land Board, which consent shall be at the State Land Board's sole discretion. Grantee shall request and obtain the State Land Board's approval of any proposed subleasing or co-location of facilities prior to entering into any agreement to co-locate and prior to co-location of facilities on the Premises. Within thirty (30) calendar days of the anniversary date of the Effective Date (and each subsequent one-year date thereafter), the Grantee shall provide a report of all approved subleases including an accounting of the related sublease income and gross receipts received, including in-kind services and equipment. At that time, Grantee shall pay to the State Land Board an amount equal to 25% of gross receipts received during the previous year from subtenants or one-half (1/2) the previous year's annual consideration amount pursuant to Section V, whichever is greater. All entities with subleasing arrangements that include land outside of the boundaries of the Premises and are owned by the State Land Board shall be required to enter into a separate agreement with the State Land Board.

E. Grantee shall be responsible to assure that the sublessees comply with all the terms, conditions, and covenants of this Contract. A breach or default of this Contract by a sublessee shall be considered a breach of the Contract as if the Grantee had committed the breach; however, Grantee shall still be responsible for the performance and liabilities of all terms, conditions and covenants of this Contract.

XX. PROTECTION, CONSERVATION AND COOPERATION

Grantee shall not permit, commit, or allow, and shall protect the Premises against, any loss, damage, any dangerous condition, injury, or waste, except as caused by persons granted other uses of the Premises by the State Land Board. Grantee may use the Premises only for the purposes granted and in accordance with good resource conservation practices. Grantee shall not cut, remove, or use or allow to be cut, removed or used, any timber or trees, or remove, use or allow to be removed or used any minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources or other naturally occurring resources unless approved in advance in writing by the State Land Board. Grantee shall conduct all activities on the Premises in a manner that protects soil fertility and forage production, and does not contribute to soil erosion, noxious weeds or pests. Grantee shall comply with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to criminal, land use, fencing, noxious weed, environmental, wetlands protection, hazardous waste, health and safety laws, ordinances and regulations.

XXI. DEFAULTS AND REMEDIES**A. Defaults**

The occurrences of any one or more of the following events shall constitute a default hereunder by the Grantee.

- 1 Failure by the Grantee to make any payment or charge required to be made by the Grantee hereunder, as and when due
- 2 Use of the Premises by the Grantee, its successors and assigns or attempted use of the Premises for any other purpose than those permitted by this Contract without the prior written consent of the State Land Board
3. Failure by the Grantee to perform any of the covenants, conditions or requirements contained herein. Provided further that if the nature of the Grantee's default is such that more than thirty (30) days are reasonably required to cure such default then the Grantee shall not be deemed to be in default if the Grantee shall commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion

Any of the above events of default may be cured by the Grantee within thirty (30) days after written notice thereof from the State Land Board to the Grantee in accordance with Section XXV.K

B. Remedies

In any event of default and in addition to any or all other rights or remedies of the State Land Board hereunder or by the law provided, the State Land Board may exercise the following remedies at its sole option:

1. Termination. Terminate the Grantee's right to possession of the Premises by any lawful means, in which case this Contract shall terminate and the Grantee shall immediately surrender possession of the Premises to the State Land Board according to the terms of Section XI. In such event of termination, the State Land Board shall be entitled to recover from the Grantee:
 - i The unpaid consideration, charges, taxes and/or damages which have accrued up until the time of termination together with interest; and
 - ii. Any other amount necessary to compensate the State Land Board for the Grantee's failure to perform its obligations under this Contract or which would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys fees, and any other reasonable costs; and
 - iii Interest upon such amounts, which shall be one point five percent (1.5%) per month or portion thereof. Said interest shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.
2. Consideration Due During Unlawful Detainer. In any successful action for unlawful detainer commenced by the State Land Board against the Grantee by reason of any default hereunder, the reasonable value of the Premises for the period of the unlawful detainer shall be two (2) times the current consideration amount specified in Section V and other charges or payments, prorated on a per diem basis, to be made by the Grantee under this Contract for such period.
3. Interest and Processing Fees, Penalties. Interest and processing fees in the amount of one point five percent (1.5%) per month or portion thereof shall be imposed for late payments and improper or partial payments. In addition, the State Land Board may charge penalties

as provided in the State Land Board's published fee schedules, as they may be amended from time to time. Said interest, processing fees, and penalties (if any) shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.

4. Cumulative Rights. The rights and remedies reserved to the State Land Board, including those not specifically described, shall be cumulative, and the State Land Board may pursue any or all of such rights and remedies, at the same time or separately.

XXII. HAZARDOUS SUBSTANCES

A. The Grantee shall not place, store, use or dispose on the Premises, temporarily or permanently, any substance that is hazardous, toxic, dangerous or harmful or which is defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act, 42 USC §9601 (each a "Hazardous Substance" and collectively, the "Hazardous Substances"), except for the following.

1. any potentially Hazardous Substance contained within batteries installed by Grantee at the Premises, which shall be used for the sole purpose of supplying electrical power to the Facilities, and
2. small quantities of "over the counter" degreasers, lubricants, and cleaning solvent products, which shall be used for the sole purpose of maintenance and operation of the Facilities.

All Hazardous Substances shall be used and stored in compliance with all federal, state, and local environmental laws. Grantee shall provide the State Land Board with an inventory of all Hazardous Substances at the State Land Board's request.

B. The Grantee is also prohibited from storing any gasoline or other fuel on the Premises without the State Land Board's prior written permission; except Grantee is permitted to store diesel, propane or gasoline fuel in a tank on the Premises for the sole purpose of supplying fuel to the Facilities in the event of an electrical power outage, provided that a spill containment structure is installed in a manner that is capable of holding the entire volume of the tank in the event of a tank spill or rupture. Such written permission shall be at the State Land Board's sole discretion and upon such terms and conditions as determined by the State Land Board.

C. The Grantee shall immediately notify the State Land Board of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violation of laws, regulation or ordinance which affect the Premises.

XXIII. CONDEMNATION

A. In the event the State Land Board receives notification of any condemnation proceedings affecting the Premises, the State Land Board will provide notice of the proceeding to Grantee within ten (10) business days.

B. If all of the Premises are taken by any public authority under the power of eminent domain, this Contract shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If part of the Premises is taken and, in the opinion of either the State Land Board or the Grantee, it is not economically feasible to continue this Contract, either party may terminate this Contract.

C. Such termination by either party shall be made by notice to the other party given not later than thirty (30) days after possession is so taken. If part of the Premises is taken and neither the State Land Board nor the Grantee elects to terminate this Contract, the payment due under this Contract shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises.

D. All damages awarded for the taking or damaging of all or any part of the Premises, or State Land Board owned improvements thereon, shall belong to and become the property of the State Land

Board, and the Grantee hereby disclaims and assigns to the State Land Board any and all claims to such award. The State Land Board shall not claim any interest in any of the Facilities. Grantee may pursue a separate award from the condemnation authority for its relocation expenses and for the loss of or damage to its Facilities.

E. If the temporary use (defined as less than one year) of the whole or any part of the Premises shall be taken at any time during the Term of this Contract, the Grantee shall give prompt notice thereof to the State Land Board; however, the Term, rentals and other obligations of the Grantee under this Contract shall not be reduced or affected in any way. The Grantee shall be entitled to compensation as determined by applicable law for any such temporary taking of the Premises

XXIV. LIENS AND CLAIMS

A. Mechanics' Liens

1. The Grantee shall not suffer or permit to be enforced against the Premises, or any part thereof, or any Facilities thereon, any mechanics', material men's, contractors', or subcontractors' liens arising from, or any claim for damage growing out of the work of any construction, repair, restoration, replacement or improvement, or any other claim or demand howsoever the same may arise, but the Grantee shall pay or cause to be paid all of said liens, claims, or demands before any action is brought to enforce the same against the Premises or Facilities.
2. The Grantee agrees to defend, indemnify and hold the State Land Board and the Premises free and harmless from all liability for any and all such liens, claims, demands, and actions (each a "Lien" and collectively, the "Liens") together with reasonable attorney's fees and all costs and expenses in connection herewith.

B. Rights to Contest

Notwithstanding the foregoing, if the Grantee shall in good faith contest the validity of any such Lien, then the Grantee shall at its sole expense defend itself and the State Land Board against the same and shall pay and satisfy any adverse expense or cost or adverse judgment that may be rendered thereon before the enforcement thereof against the State Land Board or the Premises, upon the condition that if the State Land Board shall require, the Grantee shall furnish a surety bond satisfactory in form and amount to the State Land Board. Said bond shall not be less than one hundred twenty percent (120%) of such contested Lien indemnifying the State Land Board against liability for the same, and holding the Premises free from the effect of such lien

C. Posted Notice

The Grantee shall, upon execution of this Contract at its cost, prepare a Notice, pursuant to CRS 538-22-105, and cause the same to be posted for the purpose of protecting the State Land Board against any Liens or encumbrances upon the Premises by reason of work, labor, services or materials contracted for or supplied to the Grantee.

XXV. MISCELLANEOUS

A. False Statements

Any false certification or statement by the Grantee in the application, public disclosure statement or qualification of financial responsibility statement required to be submitted with the application for the Contract, or in any other document or report required to be submitted under this Contract, shall at the discretion of the State Land Board, result in termination of this Contract and an action for damages

B. Contract Document Controls

In the event of inconsistency or conflict between this Contract and documents incorporated herein by reference, this Contract shall control.

C. Compliance with Laws

The Grantee shall comply with all applicable federal, state and local ordinances, regulations and laws regarding the Premises and activities conducted thereon or by virtue thereof. Furthermore the Grantee shall not use or permit the Premises to be used in violation of any such rule, regulation or law or for any purpose tending to damage or harm the Premises, the Facilities thereon or the improvements adjacent thereto, or the image or attractiveness thereof, or for any improper, offensive or immoral use or purpose, or in any manner which shall constitute waste, nuisance or public annoyance.

D. Authority

1. Grantee. If the Grantee is an entity other than an individual, Grantee acknowledges and represents that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Contract and that this Contract is binding upon said entity in accordance with its terms. In addition, each individual executing this Contract on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity and that this Contract is binding upon said entity in accordance with its terms. The Grantee shall deliver a certified copy of the appropriate document evidencing authorization for such execution.
2. State Land Board. This Contract is entered into pursuant to the authority granted to the State Land Board by Colorado law. The State Land Board acknowledges and represents that it is duly organized and validly existing and has the right, power and authority to enter into this Contract.

E. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

F. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

H. Modification

1. By the Parties. Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the parties in an amendment to this Contract.
2. By Operation of Law. This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Certain Rules of Construction

Time is of the essence in the performance of this Contract. Unless the context clearly implies otherwise, each and every act to be performed or obligation to be fulfilled by the Grantee under this Contract shall be performed or fulfilled at the Grantee's sole cost and expense.

J. Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in the City and County of Denver

K. Notices

Every notice, demand, request, designation, consent, approval or other document or instrument required or permitted to be served hereunder shall be in writing, shall be deemed to have been duly served on the day of receipt or rejection and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service which provides written evidence of delivery, as addressed to the parties hereto. The parties may change the place for serving of such papers on it, or provide for the delivery of not more than two (2) additional copies, by giving the other party at least thirty (30) days prior written notice to such effect. Notices shall be sent to.

Grantee:
Widefield Water and Sanitation District
8495 Fontaine Boulevard
Colorado Springs, Colorado 80925

State Land Board.
Colorado State Board of Land Commissioners
c/o Contract No. 111168
1127 Sherman Street Suite 300
Denver Colorado 80203

L. Severability

Provided this Contract can be executed and performance of the obligations of the parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the parties can continue to perform their obligations under this Contract in accordance with its intent.

M. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State Land Board if Grantee fails to perform or comply as required

N. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties

O. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

P. CORA Disclosure

This Contract is subject to public release through the Colorado Open Records Act, CRS §24-72-201, et seq.

Q. Costs of Suit; Attorneys Fees

In the event that the State Land Board shall, without fault on the State Land Board's part, be made party to any litigation instituted by the Grantee or by any third party against the Grantee, or by or against any person holding under or using the Premises by license of the Grantee, or for the foreclosure of any lien for labor or material furnished to or for the Grantee or any such other person or otherwise arising out of or resulting from any action or transaction of the Grantee or of any such other person, the Grantee hereby indemnifies and holds the State Land Board harmless from and against any judgment rendered against the State Land Board or the Facilities or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the State Land Board in or in connection with such litigation

R. Governmental Immunity

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., as applicable now or hereafter amended.

The State Land Board and the Grantee, by their signatures below, agree to the terms of this Contract.

GRANTEE:

Widefield Water and Sanitation District

By. *Steven Wilson*
Signature

Date. 4-4-2018

Steven Wilson, General Mgr.
Printed Name and Title

STATE LAND BOARD:

STATE OF COLORADO ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

By. *David S. Rodenberg*
David Rodenberg, Right-of-way Manager

Date: 4/11/18

(Seal)



EXHIBIT A

THE PREMISES

A TWENTY FOOT WIDE EASEMENT LOCATED IN A PORTION OF THE WEST ½ OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 16; THENCE N00° 26'27"W ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD AS DESCRIBED IN ROW NO. 335, BOOK 3 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER; THENCE ON SAID RIGHT-OF-WAY LINE, S89° 10'03"W A DISTANCE OF 428.66 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

1. THENCE N10° 48'00"E A DISTANCE OF 490.86 FEET;
2. THENCE N52° 06'15"W A DISTANCE OF 334.98 FEET,
3. THENCE N28° 38'41"E A DISTANCE OF 380.36 FEET;
4. THENCE N21° 27'02"W A DISTANCE OF 537.32 FEET,
5. THENCE N07° 07'26"E A DISTANCE OF 477.65 FEET;
6. THENCE N21° 20'42"W A DISTANCE OF 471.23 FEET,
7. THENCE N40° 54'20"E A DISTANCE OF 211.81 FEET;
8. THENCE N89° 14'35"E A DISTANCE OF 533.80 FEET;
9. THENCE N00° 26'27"W A DISTANCE OF 20.00 FEET,
10. THENCE S89° 14'35"W A DISTANCE OF 542.89 FEET;
11. THENCE S40° 54'20"W A DISTANCE OF 232.86 FEET,
12. THENCE S21° 20'42"E A DISTANCE OF 478.23 FEET;
13. THENCE S07° 07'26"W A DISTANCE OF 477.67 FEET,
14. THENCE S21° 27'02"E A DISTANCE OF 533.06 FEET,
15. THENCE S28° 38'41"W A DISTANCE OF 388.02 FEET,
16. THENCE S52° 06'15"E A DISTANCE OF 339.75 FEET,
17. THENCE S10° 48'00"W A DISTANCE OF 482.75 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID FONTAINE BOULEVARD;
18. THENCE N89° 10'03"E ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE EASEMENT CONTAINS 69,132 SQUARE FEET OR 1.587 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P M. SAID LINE BEARS S00° 26'27"E FROM THE N 1/4 CORNER OF SECTION 16 (3 1/4" ALUM. CAP. PLS 10377) TO THE S 1/4 CORNER OF SECTION 16 (3 1/4" ALUM. CAP. PLS 10377).

TEMPORARY CONSTRUCTION:

10' WIDTH LOCATED ON THE EAST SIDE OF THE 20' PERMANENT EASEMENT (56,950 SQUARE FEET OR 1.31 ACRES, MORE OR LESS)

30' WIDTH LOCATED WEST SIDE OF THE 20' PERMANENT EASEMENT (170,788 SQUARE FEET OR 3.92 ACRES, MORE OR LESS)

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5820 949

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

AGREEMENT

THIS AGREEMENT, made this 13th day of January 1991, between the STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS, hereinafter called the "State", the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, Colorado, a political subdivision of the State of Colorado, hereinafter referred to as "County", COLORADO CENTRE METROPOLITAN DISTRICT, a special district, quasi-municipality, and political subdivision of the State of Colorado, hereinafter, referred to as "District", and FOOTHILLS DEVELOPMENT CORPORATION, a Colorado general partnership, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, the County has created the Powers Boulevard/Drennan Road Local Improvement District 1985-2, for the construction of 4.75 miles of Powers Boulevard and 1.25 miles of New Drennan Road; and

WHEREAS, a large percentage of the property being assessed by said improvement district is owned by Developer and is contained within the boundaries of the District; and

WHEREAS, the State owns 320 acres, more or less, being the W/2 of section 16, T. 15 N., R. 65 W., 6th P.M., in the general vicinity of and adjoining said improvement district; and

WHEREAS, the County desires to obtain 15.168 acres of said State land, as more particularly described in Attachment "A" hereto, for the purpose of constructing a portion of Powers Boulevard; and

WHEREAS, the County has caused an appraisal of said 15.168 acres of right-of-way to be prepared, said appraisal indicating an estimated current market value of \$150,000.00; and

WHEREAS, said appraisal also indicates an estimated net benefit to the States' remaining 305.00 acres, more or less of 1.99 million dollars; and

WHEREAS, because of apparent legal difficulties in considering benefit to remainder property, the State desires additional consideration for the Powers Boulevard right-of-way; and

WHEREAS, the Developer and District desire to provide said additional consideration for the conveyance of the Powers Boulevard right-of-way to the County.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the parties hereto agree as follows:

1. The State agrees to grant by separate document unto the County, its successors and assigns, a right-of-way for the purpose of constructing, reconstructing, operating and maintaining a public road over, upon, under and across the surface of those certain portions of school lands described in Attachment "A" hereto.

Recorder's Note: Copy

2. The Developer and the District are diligently pursuing the construction of alternate one or alternate two as described in Attachment "B" and they anticipate that either alternate one or alternate two as described in Attachment "B" will be constructed within three (3) years of the date of this Agreement. The Developer and District agree that at such time as either alternate one or alternate two as described in Attachment "B" is constructed, or an alternate roadway is constructed, direct access as required by the state will be provided to such road from the state property.

3. To the extent that alternate one, alternate two or any other alternate roadway is on the Developer's or the District's property, the Developer or District shall bear the full cost of the construction of said roadways. It is agreed that no direct or indirect recovery or reimbursement from the State, its successors in interest, or any of its lessees will be demanded or required for such roadway construction. The estimated cost to the Developer or District for alternate two is approximately 1.2 million dollars; the estimated cost to the Developer or District for alternate one is approximately \$700,000.00.

4. It is further agreed that immediately upon the date of execution of this agreement the Developer and District will pursue the approval of a new interchange/intersection at the location of Powers Boulevard and alternate one as shown on Attachment "B" hereto. Such approval will be pursued independently of any approval and construction of alternate one and whether or not alternate one is actually constructed. It is understood and agreed that approval for such interchange/intersection must be obtained from the County, City of Colorado Springs, and the City of Fountain, and recommendations from the Powers Boulevard Task Force; it is also understood and agreed that the County makes no representations by reason of this Agreement that it will approve such new interchange/intersection.

5. The Developer and District agree to pay all planning and legal costs associated with the procurement of the new intersection referred to in the previous paragraph. No recovery or reimbursement will be requested from the State, its successors in interest, or any of its lessees. The estimated planning and legal costs associated with this matter are \$25,000.00 to \$50,000.00.

6. Finally, it is the understanding and agreement of all the parties hereto that no direct or indirect reimbursement or recovery from the State, its successors in interest, or any of its lessees will be sought by reason of the construction of Powers Boulevard or New Drennan Road by the Powers Boulevard/Drennan Road Local Improvement District or the County. The grant of right-of-way for Powers Boulevard shall be considered the full obligation and payment of the State for any benefit accruing to the State, its successors in interest or its lessees, by reason of construction of Powers Boulevard and New Drennan Road.

This Agreement and all the rights and obligations created hereby shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: [Signature]
Chairman

COLORADO CENTRE METROPOLITAN DISTRICT

By: [Signature]

FOOTHILLS DEVELOPMENT CORP.

By: [Signature]

STATE OF COLORADO
ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

[Signature]
Rogena Rogers, President

[Signature]
Tommy Neal, Register

[Signature]
John S. Wilkes III, Engineer

December 19, 1985
Date

ATTACHMENT "A"

In the West One-half of the West One-half (W 1/2 W 1/2) of Section Sixteen (Sec. 16), Township Fifteen South (T. 15 S.), Range Sixty-five West (R. 65 W.), of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado;

Being a right-of-way more particularly described by metes and bounds as follows:

Beginning at a point on the Northwest corner of said Sec. 16;

Thence North $89^{\circ} 33' 29''$ East along the North boundary of said Sec. 16, a distance of 143.54 feet to a point;

Thence South $00^{\circ} 29' 12''$ East a distance of 5077.25 feet to a point;

Thence on a curve to the left an arc distance of 236.54 feet, said curve having a radius of 150.00 feet and a central angle of $90^{\circ} 21' 01''$;

Thence South $00^{\circ} 50' 13''$ East a distance of 20.00 feet to a point;

Thence South $89^{\circ} 09' 47''$ West a distance of 256.26 feet to a point on the West boundary of said Sec 16;

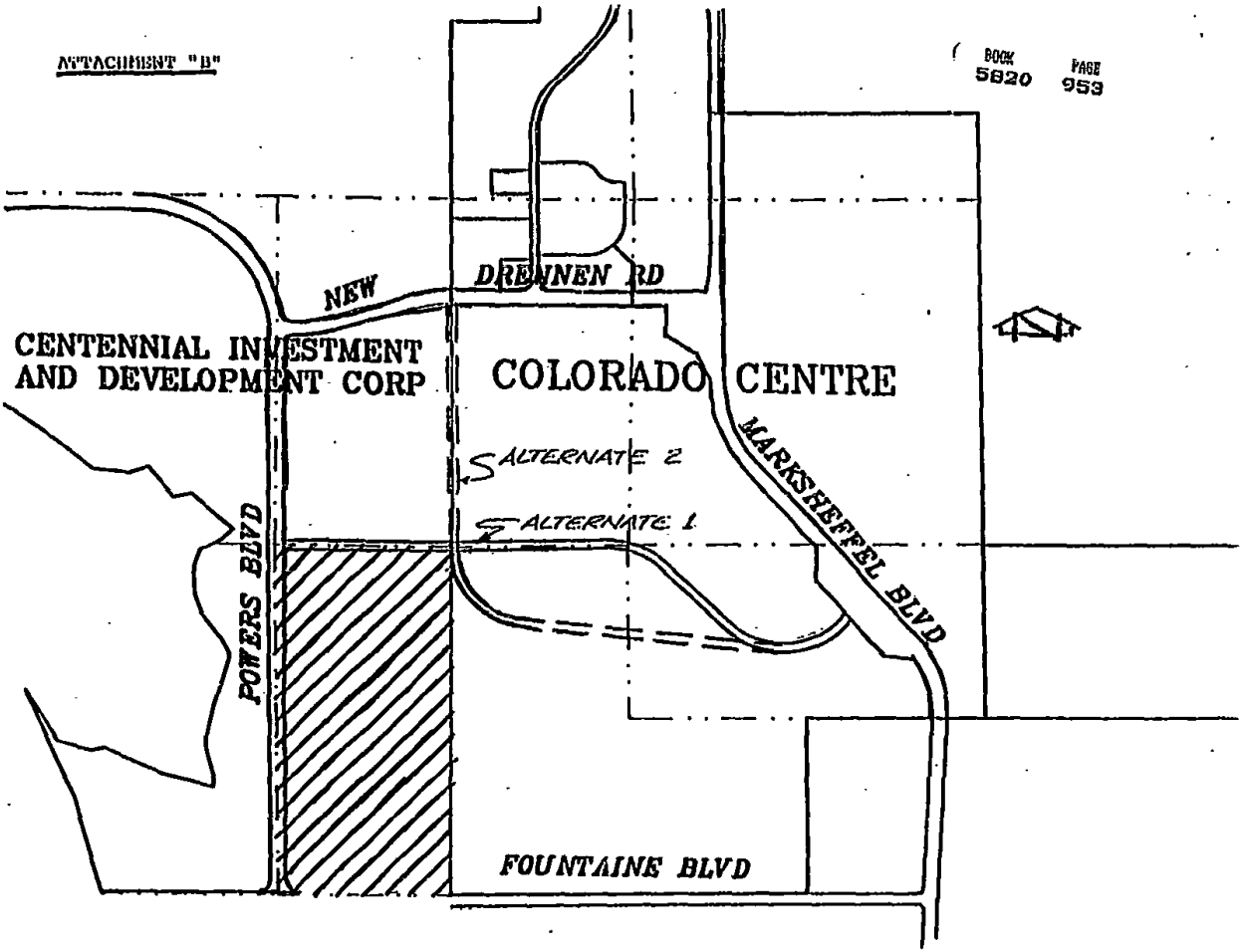
Thence North $00^{\circ} 54' 18''$ West along the West boundary of said Sec. 16, a distance of 5249.04 feet to the point of beginning.

Containing 15.168 acres, more or less.

Bearings are based on assumption that the North line of said Section bears North $89^{\circ} 33' 29''$ East.

ATTACHMENT "B"

BOOK PAGE
5620 959



Received at 10⁰⁰ A.M. NOV 19 1971
Reception No. 844315 HARRIS BEARS

BOOK 2450 PAGE 586 9

THIS INDENTURE, made this ninth day of February, A.D. 1931, by and between EL PASO COUNTY, a political subdivision of the State of Colorado, of the first part, and hereinafter called the first party and COLORADO INTERSTATE GAS COMPANY, a corporation organized under the laws of Delaware, of the second part, hereinafter called the second party.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ten dollars and other valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, has granted and does hereby grant and give to said second party the right and easement to construct, establish, lay down and maintain along, over and across all County public roads, highways, streets and alleys of unincorporated municipalities, and rights of way therefor in El Paso County, Colorado, a pipe line or lines for the purpose of transporting and conveying gas, petroleum or any of its products, together with the right of ingress, egress and regress to maintain, renew, reconstruct, replace, or substitute pipe of different size in place of that originally laid, and operate said pipe line or lines, with the right to remove the same at the pleasure of the second party; likewise second party shall have the right and easement to construct, erect and maintain telephone and telegraph lines or other lines of communication for use in connection with its pipe line business, over and along said public roads with the right to operate the same; the above rights and easements given and granted as aforesaid, are on the express condition that where pipe or pipe lines constructed as aforesaid cross drainage or irrigation ditches or streams such crossings shall be constructed not less than twenty four (24') inches below and in the clear of the flow line of any and all of the drainage and irrigation ditches or streams along or across said public roads, highways, streets and alleys and rights of way therefor above mentioned, reserving to the second party the right to make overhead crossings of such drainage or irrigation ditches or streams by attachment to existing bridges in such manner as to not obstruct either traffic or the flow of water in such drainage or irrigation ditches or streams, and that where telephone and telegraph lines constructed as aforesaid cross said public roads, highways, streets and alleys or rights of way, such telephone and telegraph lines shall have a clearance without obstruction of not less than twenty two (22') feet above the surface of such public roads, highways, streets and alleys or rights of way.

Further, that in the event the County roadways or highways as at present located and established, should be changed, rebuilt or repaved, second party will make all changes which said first party may deem necessary on account of changing of said rights of way or roadways hereinbefore mentioned and referred to all at the expense of the second party, provided, however, that the rights or easements of the second party, as to improvements already made on, along or across said County roads or rights of way therefor shall remain unimpaired; that the second party shall at all times keep said rights of way, roadways and highways open for traffic and will replace and repair all road crossings and ditches in the same condition in which they were before any excavation or alterations were made in constructing any of said lines; that the construction, operation, maintenance, laying, re-

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laying, renewing and reconstruction of any of the improvements of the second party must be done subject to the satisfaction and approval of the first party, and that said second party will indemnify and hold harmless the State of Colorado and the County of El Paso and its Board of County Commissioners from and on account of any suits, claims, demands, executions or judgments which may ever come, be made or brought against said first party for or on account of the establishment of said improvements by said second party, as provided, herein, and in the operation of said line or lines.

Any and all of the rights, easements, terms, covenants and conditions hereinabove set forth shall inure to and be binding upon the legal representatives, successors and assigns of the parties hereto, and the right of assignment is hereby granted to said second party.

IN WITNESS WHEREOF, the first party pursuant to a resolution passed by its Board of County Commissioners on the Wnth day of February, A.D. 1931, has caused its name to be signed hereto by W. P. Starnmore, Chairman of its Board of County Commissioners thereunto duly authorized, and an impression of the corporate seal of the County of El Paso, Colorado, to be affixed hereto and attested by the County Clerk, and the second party has duly affixed its signature by its President.

Executed in duplicate.



EL PASO COUNTY

By, Board of County Commissioners

W. P. Starnmore
Chairman

- First Party -

COLORADO INTERSTATE GAS COMPANY

By

Charles Payne
Its President

- Second Party -

Attest:



MICROFILMED

MICROFILMED

Received 10/30/66
Reception No. 198188 HARRIET BEALE

2147 193

RIGHT OF WAY NO. 1652, Book 16

1. THIS INDENTURE, Made this 25th day of July, 1966, between the
2. STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS,
3. party of the first part, and WYCO PIPE LINE COMPANY, 910 South Michigan Ave., Chicago
4. Illinois, party of the second part:

WITNESSETH

1. WHEREAS, Party of the second part has made application to the said
2. Board of Land Commissioners for a right-of-way over, upon, under and across the
3. surface of certain portions of school lands as hereinafter described for the
4. purpose of constructing, reconstructing, operating and maintaining a 6-inch oil
5. pipeline, and
1. 3. WHEREAS, Said State Board of Land Commissioners has, in manner and
2. form as provided by statute, granted such right-of-way for the purpose aforesaid
3. and none other, upon the terms and conditions set forth herein, and has duly
4. authorized the proper officers of said State to execute this indenture:
1. 4. NOW, THEREFORE, THESE PRESENTS WITNESSETH, That the said party of
2. the first part, in consideration of the premises, and in the further considera-
3. tion of the sum of One Thousand, Three Hundred Sixty-two and No/100 Dollars
4. (\$1,362.00), lawful money of the United States, by second party to first party
5. in hand paid, the receipt whereof is hereby confessed and acknowledged, has
6. granted and by these presents does grant unto the party of the second part, its
7. successors and assigns, a right-of-way for the purpose of constructing, recon-
8. structing, operating and maintaining a 6-inch oil pipeline over, upon, under and
9. across the surface of those certain portions of school lands, described as
10. follows:

In Section Sixteen (Sec. 16), Township Twelve South (T. 12 S.), Range Sixty-five West (R. 65 W.), of the Sixth Principal Meridian (6th P.M.) in El Paso County, State of Colorado;

Being a right-of-way 30 feet in width, 20 feet on the east side and 10 feet on the west side of the following described center line;

Beginning at a point on the north line of said Sec. 16, which point bears westerly 1.135.3 feet from the north one-quarter corner of said Sec. 16;

(description continued on page 1-A)

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Thence South 05° 30' West 4,866 feet to a point;

Thence South 02° 37' West 459 feet to a point on the south line of said Sec. 16, which point bears easterly 982.7 feet from the southwest corner of said Sec. 16.

The above described tract contains 3.67 acres, more or less.

A N D

In Section Sixteen (Sec. 16), Township Fifteen South (T. 15 S.), Range Sixty-five West (R. 65 W.), of the Sixth Principal Meridian (6th P.M.) in El Paso County, State of Colorado;

Being a right-of-way 30 feet in width, 20 feet on the east side and 10 feet on the west side of the following described center line;

Beginning at a point on the north line of said Sec. 16, which point bears westerly 2,579 feet from the north one-quarter corner of said Sec. 16;

Thence South 5,248 feet to a point on the south line of said Sec. 16, which point bears westerly 2,586 feet from the south one-quarter corner of said Sec. 16.

The above described parcel contains 3.62 acres, more or less.

The total area of the two parcels is 7.29 acres, more or less.

1. ~~5. This grant is made with the understanding that the party of the~~
2. second part must construct the facilities described above within two years from
3. date hereof, failing in which this grant shall be subject to cancellation at the option
4. of the State Board of Land Commissioners.

1. 6. The party of the second part shall have the right to construct and
2. maintain on lands of the first party only the facilities above described and shall
3. have the right to trim trees and shrubbery only if such trees or shrubbery should
4. materially interfere with or endanger the proper operation and maintenance of said
5. facilities. This right-of-way shall not be deemed to give the second party exclusive
6. possession of any part of the land above described.

1. 7. This grant of right-of-way is made subject to any and all easements
2. and rights-of-way heretofore legally granted and now in full force and effect, if any
3. there be.

1. 8. The party of the second part agrees to assume the risk of all in-
2. juries, including death resulting therefrom, to persons, and damage to and destruc-
3. tion of property, including loss of-use thereof, resulting directly or indirectly,
4. wholly or in part, from the prosecution or omission of any work or obligation under-
5. taken or required by this Agreement, and to indemnify and save harmless the first
6. party from and against any and all liability arising therefrom.

1. 9. The party of the second part will pay to the party of the first part
2. the full amount necessary to compensate the first party for damages to its property,
3. rights, franchises or privileges, including damage to crops of lessees, resulting
4. from acts or omissions of the second party, its agents or employees, or from the
5. exercise of the right-of-way herein granted and the use of the lands of the first
6. party.

1. 10. The party of the second part shall have such rights of ingress and
2. egress as may be necessary for the construction, reconstruction, operation,
3. maintenance and removal of said facilities, but shall not leave open, or permit to
4. be left open, any fences, bars or gates. All such fences, bars or gates which
5. may be damaged or disturbed in any way shall be fully restored by the second
6. party.

1. 11. The party of the second part may remove said facilities whenever
2. it may desire and forthwith, upon such removal, the right-of-way herein granted

RW-Type A

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3. and all rights of the second party under this right-of-way shall terminate.
1. 12. The party of the second part shall not fence or otherwise obstruct
 2. free and open access to and travel upon, over and across said land.
 1. 13. The party of the first part shall have the right at any and all
 2. times during the continuance of this right-of-way, to sell or otherwise dispose of
 3. said land and to use the same for all purposes, except as necessarily limited by
 4. the facility described above.
 1. 14. All rights to any and all minerals, ores and metals of any kind
 2. and character, and all coal, asphaltum, oil, gas or other like substances in or
 3. under said land are hereby reserved to the State of Colorado. In the event the
 4. party of the first part should at any time desire to occupy or use or permit the
 5. occupancy or use of the lands which are subject to the right-of-way herein granted
 6. or any portions thereof for any purpose with which the aforesaid facilities would
 7. interfere, including the mining, removing, or recovering of all minerals, ores and
 8. metals of every kind and character and all coal, asphaltum and other like substances,
 9. in or under said land, then the party of the first part may require the party of the
 10. second part to relocate, raise, lower, disconnect or otherwise adjust the facilities
 11. described above at any location or locations where said facilities pass over and
 12. across State lands, after first, in each case, receiving not less than 90 days' prior
 13. written notice from the first party. In such event, the party of the second part
 14. shall be furnished a similar right-of-way over and across State lands, when avail-
 15. able and suitable, free of charge, as a satisfactory right-of-way to relocate, raise,
 16. lower, disconnect or otherwise adjust said facilities. In any event, not more than
 17. one-half of the expense of said relocation, movement, or rebuilding shall be paid by
 18. the party of the second part.
 1. 15. The party of the second part shall not sublet, in whole or in part,
 2. the right-of-way herein granted, and shall not assign this agreement without the
 3. written consent of the first party, and it is agreed that any transfer or assignment,
 4. or attempted transfer or assignment of this agreement, or any of the rights hereby
 5. granted, without such consent in writing, shall be absolutely void, and, at the op-
 6. tion of the first party, shall terminate this agreement.
 1. 16. Any notice which may be given by the party of the first part to the
 2. party of the second part may be mailed registered mail to: Wyco Pipe Line Company

RW-Type A

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3. 910 South Michigan Avenue, Chicago, Illinois 60680

4. or such other address as second party shall furnish to the first party in writing
5. and in advance of giving such notice, and the second party agrees to advise the
6. first party of any change in said address at any time in the period this right-of-way
7. is in effect.

1. 17. The right-of-way herein granted shall continue for as long as the
2. facilities described above are in place and maintained by the second party, provided
3. that should said facilities be abandoned or discontinued for a period of twelve (12)
4. consecutive months, this right-of-way and all rights of the second party hereunder
5. shall automatically and without notice terminate at the end of such twelve (12)
6. month period.

1. 16. The right-of-way is made for the sole and only purpose as herein
2. set forth, and no other; and in the event that the party of the second part, its
3. successors and assigns, shall at any time use or attempt to use the same for any
4. other purpose whatsoever, then and in that case this right-of-way shall become void
5. and of no effect, and any and all such rights and privileges herein granted shall re-
6. vert to the party of the first part.

1. 19. In case of a removal of said facilities, as specified in this right-
2. of-way, the party of the second part shall clean up the lands of the party of the
3. first part from which such removal takes place to the end that such lands shall be
4. restored as nearly as possible to their condition at the time said facilities were
5. constructed.

1. 20. IN WITNESS WHEREOF, The party of the first part has caused
2. these presents to be executed in its name and in its behalf by the State Board of
3. Land Commissioners, and has caused the seal of the State Board of Land Commis-
4. sioners to be hereunto affixed; and the party of the second part has hereunto caused

RW-Type A

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- 5. these presents to be signed by its President and
- 6. Secretary, and its corporate seal affixed hereto,
- 7. the day and year first above written.

STATE OF COLORADO
 BOARD OF LAND COMMISSIONERS

Raymond H. Simpson
 President

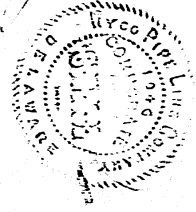
Howard M. Shultz
 Register

Walter E. Woodward
 Engineer

WYCO PIPE LINE COMPANY

By *Sam Jackson*
 President

Attest *James H. Engman*
 Secretary



PROOFED *[Signature]*
 8/21/72

Reception No. 178777 Book 256 Page 1 Date MAY 28 1965 at 2:00 P.M.
John Peppel, M. Elbert County Recorder, by Harriet Beals Deputy. Fee. 9.25
RIGHT OF WAY NO. 1580, Book 15

RECORDED JUL 19 1965
HARRIET BEALS
122709
Reception No.

1. THIS INDENTURE, Made this 5th day of April, 1965, between the
2. STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS,
3. party of the first part, and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, 811
4. Main Street, Kansas City, Missouri, party of the second part:

W I T N E S S E T H

1. 2. WHEREAS, Party of the second part has made application to said
2. STATE BOARD OF LAND COMMISSIONERS, for a right of way over, upon, under and
3. across the surface of the hereinafter described land for the purpose of con-
4. structing, reconstructing, operating and maintaining buried communications
5. coaxial cable and
1. 3. WHEREAS, Said State Board of Land Commissioners is desirous of
2. granting such right of way for the purpose aforesaid and none other, upon the
3. terms and conditions set forth herein.
1. 4. NOW, THEREFORE, THESE PRESENTS WITNESSETH, That the said party of
2. the first part, in consideration of the premises, and the further considera-
3. tion of the sum of One Thousand Four Hundred Two and 90/100 dollars (\$1,402.90),
4. lawful money of the United States, by the second party to first party in hand
5. paid, the receipt whereof is hereby confessed and acknowledged, has granted and
6. by these presents does grant unto the party of the second part, its successors
7. and assigns, a right of way for the purpose of constructing, reconstructing,
8. operating and maintaining a buried communications coaxial cable over, upon,
9. under and across the surface of a portion of the following described land:

Part of the North Half (N $\frac{1}{2}$) of Section Thirty-four (34), Township Nine South (T. 9 S.), Range Sixty West (R. 60 W.) of the Sixth Principal Meridian (6th P.M.), Elbert County, Colorado, described as follows, to wit:

Beginning at a point on the westerly boundary of Section 34, Township 9 South, Range 60 West of the 6th P.M., from which point the northwest corner of said Section 34 bears northerly a distance of 1,825.72 feet; thence North 87° 02' 00" East 4,258.13 feet, thence North 25.0 feet to a point on the south boundary of a radio relay station site which is covered by Right of Way No. 1447, Book 14, said point being 174.67 feet East of the concrete monument at the southwest corner of said site, and South 35° 26' 46" West 1,803.39 feet from the northeast corner of said Section 34.

(description continued on page 1A)

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Six (6), Township Ten South (T. 10 S.), Range Sixty West (R. 60 W.) of the Sixth Principal Meridian (6th P.M.), Elbert County, Colorado, described as follows, to wit:

Beginning at a point on the easterly boundary of Section 6, Township 10 South, Range 60 West of the 6th P.M., from which point the northeast corner of said Section 6 bears northerly a distance of 915.0 feet; thence South 58° 31' West 1,697.35 feet, thence South 69° 31' West 1,290.32 feet to a point on the westerly boundary of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 6, from which point the North quarter-section corner of said Section 6 bears northerly a distance of 2,255.0 feet.

Part of the East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$) of Section Thirty-six (36), Township Fourteen South (T. 14 S.), Range Sixty-five West (R. 65 W.) of the Sixth Principal Meridian (6th P.M.), El Paso County, Colorado, described as follows, to wit:

Beginning at a point on the easterly boundary of Section 36, Township 14 South, Range 65 West, 6th P.M., from which point the northeast corner of said Section 36 bears northerly a distance of 115.70 feet; thence South 22° 55' West 510.00 feet, thence South 00° 30' West 4,701.70 feet to a point on the south boundary of said Section 36, from which point the southeast corner of said Section 36 bears easterly a distance of 194.60 feet.

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), Township Fifteen South (T. 15 S.), Range Sixty-five West (R. 65 W.) of the Sixth Principal Meridian (6th P.M.), El Paso County, Colorado, described as follows, to wit:

Beginning at a point on the easterly boundary of the Southwest Quarter of Section 16, Township 15 South, Range 65 West, 6th P.M., from which point the South quarter-section corner of said Section 16 bears southerly a distance of 1,348.0 feet; thence South 63° 45' West 2,844.01 feet, thence 55.49 feet on a curve to the left having a radius of 50 feet, thence South 00° 08' West 49.91 feet to a point on the southerly boundary of said Section 16, from which point the South quarter-section corner of said Section 16 bears easterly a distance of 2,592.5 feet.

SUMMARY

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Cable Route Length (Ft.)</u>
34	9 S	60 W	4,283.13
6	10 S	60 W	2,987.67
36	14 S	65 W	5,211.70
16	15 S	65 W	<u>2,949.41</u>
		Total	15,431.91

Cable Route Length, 15,431.91 ft. = 935.3 rods.

1. 5. This grant is made with the understanding that the party of the
2. second part must construct the facilities described above within two years from
3. date hereof, failing in which this grant shall be subject to cancellation at the option
4. of the State Board of Land Commissioners.

1. 6. The party of the second part shall have the right to construct and
2. maintain on lands of the first part only the facilities above described and shall
3. have the right to trim trees and shrubbery only if such trees or shrubbery should
4. materially interfere with or endanger the proper operation and maintenance of said
5. facilities. This right-of-way shall not be deemed to give the second party exclusive
6. possession of any part of the land above described.

1. 7. This grant of right-of-way is made subject to any and all easements
2. and rights-of-way heretofore legally granted and now in full force and effect, if any
3. there be.

1. 8. The party of the second part agrees to assume the risk of all in-
2. juries, including death resulting therefrom, to persons, and damage to and destruc-
3. tion of property, including loss of use thereof, resulting directly or indirectly,
4. wholly or in part, from the prosecution or omission of any work or obligation under-
5. taken or required by this Agreement, and to indemnify and save harmless the first
6. party from and against any and all liability arising therefrom.

1. 9. The party of the second part will pay to the party of the first part
2. the full amount necessary to compensate the first party for damages to its property,
3. rights, franchises or privileges, including damage to crops of lessees, resulting
4. from acts or omissions of the second party, its agents or employees, or from the
5. exercise of the right-of-way herein granted and the use of the lands of the first
6. party.

1. 10. The party of the second part shall have such rights of ingress and
2. egress as may be necessary for the construction, reconstruction, operation,
3. maintenance and removal of said facilities, but shall not leave open, or permit to
4. be left open, any fences, bars or gates. All such fences, bars or gates which
5. may be damaged or disturbed in any way shall be fully restored by the second
6. party.

1. 11. The party of the second part may remove said facilities whenever
2. it may desire and forthwith, upon such removal, the right-of-way herein granted

3. and all rights of the second party under this right-of-way shall terminate.

1. 12. The party of the second part shall not fence or otherwise obstruct
2. free and open access to and travel upon, over and across said land.

1. 13. The party of the first part shall have the right at any and all
2. times during the continuance of this right-of-way, to sell or otherwise dispose of
3. said land and to use the same for all purposes, except as necessarily limited by
4. the facility described above.

1. 14. All rights to any and all minerals, ores and metals of any kind
2. and character, and all coal, asphaltum, oil, gas or other like substances in or
3. under said land are hereby reserved to the State of Colorado. In the event the
4. party of the first part should at any time desire to occupy or use or permit the
5. occupancy or use of the lands which are subject to the right-of-way herein granted
6. or any portions thereof for any purpose with which the aforesaid facilities would
7. interfere, including the mining, removing, or recovering of all minerals, ores and
8. metals of every kind and character and all coal, asphaltum and other like substances,
9. in or under said land, then the party of the first part may require the party of the
10. second part to relocate, raise, lower, disconnect or otherwise adjust the facilities
11. described above at any location or locations where said facilities pass over and
12. across State lands, after first, in each case, receiving not less than 90 days' prior
13. written notice from the first party. In such event, the party of the second part
14. shall be furnished a similar right-of-way over and across State lands, when avail-
15. able and suitable, free of charge, as a satisfactory right-of-way to relocate, raise,
16. lower, disconnect or otherwise adjust said facilities. In any event, not more than
17. one-half of the expense of said relocation, movement, or rebuilding shall be paid by
18. the party of the second part.

1. 15. The party of the second part shall not sublet, in whole or in part,
2. the right-of-way herein granted, and shall not assign this agreement without the
3. written consent of the first party, and it is agreed that any transfer or assignment,
4. or attempted transfer or assignment of this agreement, or any of the rights hereby
5. granted, without such consent in writing, shall be absolutely void, and, at the op-
6. tion of the first party, shall terminate this agreement.

1. 16. Any notice which may be given by the party of the first part to the
2. party of the second part may be mailed registered mail to:

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3. 811 Main Street, Kansas City, Missouri 64141

4. or such other address as second party shall furnish to the first party in writing
5. and in advance of giving such notice, and the second party agrees to advise the
6. first party of any change in said address at any time in the period this right-of-way
7. is in effect.

1. 17. The right-of-way herein granted shall continue for as long as the
2. facilities described above are in place and maintained by the second party, provided
3. that should said facilities be abandoned or discontinued for a period of twelve (12)
4. consecutive months, this right-of-way and all rights of the second party hereunder
5. shall automatically and without notice terminate at the end of such twelve (12)
6. month period.

1. 18. The right-of-way is made for the sole and only purpose as herein
2. set forth, and no other; and in the event that the party of the second part, its
3. successors and assigns, shall at any time use or attempt to use the same for any
4. other purpose whatsoever, then and in that case this right-of-way shall become void
5. and of no effect, and any and all such rights and privileges herein granted shall re-
6. vert to the party of the first part.

1. 19. In case of a removal of said facilities, as specified in this right-
2. of-way, the party of the second part shall clean up the lands of the party of the
3. first part from which such removal takes place to the end that such lands shall be
4. restored as nearly as possible to their condition at the time said facilities were
5. constructed.

1. 20. IN WITNESS WHEREOF, The party of the first part has caused
2. these presents to be executed in its name and in its behalf by the State Board of
3. Land Commissioners, and has caused the seal of the State Board of Land Commis-
4. sioners to be hereunto affixed; and the party of the second part has hereunto caused

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5. these presents to be signed by its Right of Way Superintendent and
6. Assistant Secretary, and its corporate seal affixed hereto,
7. the day and year first above written.

STATE OF COLORADO
BOARD OF LAND COMMISSIONERS

Raymond H. King
President

Howard M. Shultz
Register

Wesley E. Vandenberg
Engineer

DM
AMERICAN TELEPHONE AND TELEGRAPH COMPANY

By J. H. Gault
Right of Way Superintendent

Attest J. A. Fisher
Assistant Secretary



PROOFED *M.P.*

135437

RIGHT OF WAY NO. 1300, BOOK 13

Made in Triplicate

DEC 1 1959

1. THIS INDENTURE, Made this Twenty-second day of September,
 2. A. D. 1959, between the STATE BOARD OF LAND COMMISSIONERS, of the State
 3. of Colorado, party of the first part, and the COLORADO INTERSTATE GAS
 4. COMPANY, Colorado Springs, Colorado, party of the second part.

WITNESSETH

1. 2. WHEREAS, Party of the second part has made application to the
 2. State Board of Land Commissioners, for right of way over, upon, under and
 3. across the surface of certain portions of State School lands as herein-
 4. after described for natural gas line, and

1. 3. WHEREAS, Said State Board of Land Commissioners has, in manner
 2. and form as provided by statute, granted such right of way for the purpose
 3. aforesaid and none other, upon the terms and conditions set forth herein,
 4. and has duly authorized the proper officers of said State to execute said
 5. right of way.

1. 4. NOW, THEREFORE, THESE PRESENTS WITNESSETH: That the said
 2. party of the first part, in consideration of the premises, and in the
 3. further consideration of the sum of Two Hundred Forty-nine and No/100
 4. (\$249.00) Dollars, lawful money of the United States, by second party to
 5. first party in hand paid, the receipt whereof is hereby confessed and acknowl-
 6. edged, has granted and by these presents does grant unto the party of the
 7. second part, its successors and assigns, a right of way to lay, construct,
 8. maintain and operate a natural gas pipeline for the transportation of natural gas,
 9. together with the right of ingress and egress for the sole purpose of
 10. constructing, maintaining and inspecting along the following described
 11. line:

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Section 16, Township 15 South, Range 65 West

Beginning at a point on the North-South center-line of Section 16, Township 15 South, Range 65 West, from which the south quarter corner of said section 16 bears south a distance of 3249.5 feet,

Thence S. 70° 34' W. a distance of 2746 feet to a point on the west boundary of said section 16 from which the southwest corner of said section bears south a distance of 2318.3 feet.

1. 5. Reserving, however, to the State Board of Land Commissioners
2. of the State of Colorado, all rights to any and all minerals, ores and
3. metals of any kind and character; and all coal, asphaltum, oil, gas or
4. other substance in or under said land, the right of ingress and egress
5. for the purpose of mining, together with enough of the surface of the
6. same as may be necessary for the proper and convenient working of such
7. minerals and substances.
1. 6. This grant of right of way is made subject to any and all
2. easements and rights of way heretofore legally obtained and now in full
3. force and effect, if any there be.
1. 7. The party of the second part in accepting this right of way,
2. covenants and agrees to bury the pipe below plough depth on farm land;
3. that said pipeline shall be constructed in such a manner as to prevent
4. injury or damage to State lands, or to the person or property of lessees
5. of State lands, the same to be determined by the State Board of Land
6. Commissioners in case of controversy, and that said right of way shall
7. not be fenced.
1. 8. It is expressly understood and agreed by and between the
2. parties hereto that this grant is made for the sole and only purpose of
3. constructing a pipeline as hereinabove described, and for no other pur-
4. pose whatsoever, and in the event that the party of the second part,
5. its successors or assigns, shall at any time use or attempt to use the
6. said described parcels of land, or any of them, for any other purpose
7. whatsoever than hereinabove set forth, or shall abandon or discontinue
8. the use of the parcels of this grant, or shall fail or refuse to comply
9. with any of the terms or conditions hereof, then this grant shall become

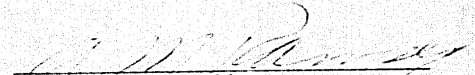
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10. void and of no effect, and all rights hereunder granted to the party of
11. the second part shall immediately terminate.


1. 9. The party of the second part shall have the right to assign,
2. transfer and convey all rights herein granted to any other person, firm,
3. corporation or association of persons, and such right, transfer or assign-
4. ment shall exist in every subsequent vendee or transferee who may be
5. successor in title to the grantee herein.

1. 10. IN WITNESS WHEREOF, The party of the first part has caused
2. these presents to be executed in its name and on its behalf by A. M. Ramsey,
3. President; R. Kelley Jackson, Register; and A. S. Willburn, Engineer, of
4. the State Board of Land Commissioners, and has caused the seal of the said
5. State Board of Land Commissioners to be hereto attached by said Register
6. of said State Board of Land Commissioners on the day and the year first
7. written.

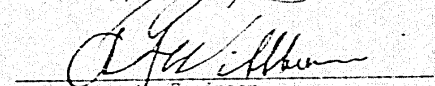
STATE BOARD OF LAND COMMISSIONERS



President



Register



Engineer

f
R/W App. No. 59-364

mately as shown by Grantee's present survey.

The said undersigned owners, their heirs or assigns, to fully use and enjoy such premises except as the same may be necessary for the purpose herein granted to said The Arkansas Valley Natural Gas Company, its successors or assigns.

The said The Arkansas Valley Natural Gas Company, its successors or assigns, hereby agrees to pay any damages which may arise from laying, maintaining, operating or removing said pipe line, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one thereof to be appointed by the owners of said lands, their heirs or assigns, one by The Arkansas Valley Natural Gas Company, its successors or assigns, and the third person by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All pipe lines laid under this grant and passing through cultivated land shall be buried not less than twenty inches deep, and shall be so laid as not to interfere with ordinary cultivation of such land after construction has been completed.

It is further agreed that for the consideration above mentioned The Arkansas Valley Natural Gas Company, its successors or assigns, is hereby granted the right to, at any time, lay an additional line or lines of pipe alongside of the first line as herein provided, upon the payment of a further consideration of One Hundred (\$100.00) Dollars for each additional line when laid, and subject to the same rights and conditions, said The Arkansas Valley Natural Gas Company, its successors or assigns, to have the right to change the size of its pipe, the damage, if any, in making such change to be paid by The Arkansas Valley Natural Gas Company, its successors or assigns, to the owners of said lands, their heirs or assigns.

THE ARKANSAS VALLEY NATURAL GAS COMPANY shall have the right to assign, transfer and convey all rights herein granted to any person, firm, corporation or association of persons, and such right of transfer or assignment shall exist in every subsequent vendee, or transferee who may be successor in title to the grantee herein.

IN WITNESS WHEREOF, I have herunto set my hand and seal this 25th day of August, 1931.

Signed, sealed and delivered
 in the presence of:
 George D. Patrick

J. R. Bradley

State of Colorado, }
 County of El Paso } ss.

The foregoing instrument was acknowledged before me this 25th day of Aug., 1931,
 by J. R. Bradley.

My commission expires Apr 17 1932.

Witness my hand and official seal.



Edw. S. Zell
 Notary Public

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No. 500918) RIGHT OF WAY NO. 570, Book 8.
 Right of Way Deed) THIS INSTRUMENT, Made this 18th day of November,
 State Board of Land Commissioners) A. D. 1931, between the State of Colorado, by its
 to) duly authorized officers, party of the first part,
 The Arkansas Valley Natural Gas Company) and The Arkansas Valley Natural Gas Company, of
 Filed for Record 11:21 A. M.) Colorado Springs, Colorado, a company incorporated
 May 9, 1932) and existing under and by virtue of the laws of the
 C. R. Furrow, Recorder) State of Colorado, party of the second part,

----- Witnesseth:
 WHEREAS, Party of the second part has made application to the State Board of Land Commissioners having control of the lands held by the State of Colorado, for Right of Way over, upon, under and across the surface of certain portions of State lands as hereinafter described, for pipe lines and telephone and telegraph lines; and

WHEREAS, Said State Board of Land Commissioners has, in manner and form as provided by statute, granted such right-of way for the purpose aforesaid and none other, upon the terms and conditions set forth herein, and has duly authorized the proper officers of said State to execute Right of Way deeds:

NOW, THEREFORE, THESE PRESENTS WITNESSETH, That the said party of the first part, in consideration of the premises, and in the further consideration of Nineteen and 07/100 Dollars (\$19.07), lawful money of the United States by second party to first party in hand paid, the receipt whereof is hereby confessed and acknowledged, has granted and by these presents does grant unto the party of the second part, its successors and assigns, a right of way to lay, construct, re-construct, re-place, re-new, maintain and operate pipe lines for the transportation of gas, and as incident thereto to erect and maintain, operate, change, renew and reconstruct a telephone and telegraph line, or either of them, as may be necessary in connection with the use of said pipe lines, together with the right of ingress and egress, in, on, over, under, across and through the portions of the hereinabove mentioned land, more particularly described as follows:

A strip of land thirty feet in width for gas pipe line purposes, the center line of which is described as follows:

Beginning at a point on the West boundary of Section 16, Township 15 South, Range 65 West, whence the West quarter corner thereof bears North 318 feet; thence North 71° 0' East 2770 feet to a point on the North and South center line of said section whence the center of said section bears South 590 feet, containing in all the following areas:

Sub-division	Section	Township	Range	Acreage.
SW 1/4	16	15 South	65 West	0.287
SE 1/4	16	15 South	65 West	0.288
NE 1/4	16	15 South	65 West	0.278

A total of 1.857 acres, more or less.

This grant of Right of Way is made subject to any and all encumbrances and rights of any heretofore legally obtained and now in full force and effect, if any there be.

The party of the second part in accepting this deed covenants and agrees to bury the pipe or pipes below plow depth; that said pipe line shall be constructed in such a manner as to prevent any injury or damage to State lands or to the person or property of lessees of State lands, the same to be determined by the State Board of Land Commissioners in case of controversy, and that said Right of Way shall not be taxed.

No. 364728)
 Right of Way Deed)
 State Board of Land Commissioners)
 to)
 El Paso County)
 Filed for record 2:45 P. M.)
 July 11, 1924)
 C. R. Furrow, Recorder)

Application B-5727

RIGHT OF WAY NO. 335, BOOK 3

THIS INDENTURE, Made this 30th day of June, A.D. 1924, between the State of Colorado, by its duly authorized officers, party of the first part and El Paso County, of the State of Colorado, party of the second part, WITNESSETH:

WHEREAS, Party of the second part has made application to the State Board of Land Commissioners, having control of the lands held by the State of Colorado, for Right of Way over, upon and across the surface of certain portions of Section 16, Township 15 South, Range 65 West of the 6th P.M., as hereinafter described, for county road or public highway purposes, and

WHEREAS, Said State Board of Land Commissioners, has in manner and form as provided by statute, granted such Right of Way for the purpose aforesaid and none other, upon the terms and conditions set forth herein, and has duly authorized the proper officers, of said State to execute Right of Way deed:

NOW, THEREFORE, THESE PRESENTS WITNESSETH, That the said party of the first part, in consideration of the premises and in the further consideration of One and no/100 (\$1.00) Dollars, lawful money of the United States, by second party to first party in hand paid, the receipt whereof is hereby confessed and acknowledged, has granted and by these presents does grant unto the party of the second part, its successors and assigns, Right of Way over, upon and across the surface of those portions of the hereinabove mentioned land, more particularly described as follows:

A strip of land 30 feet in width for road purposes entirely along, parallel and adjacent to the South boundary of the SW $\frac{1}{4}$ of Section 16, Township 15 South, Range 65 West of the 6th P.M. Containing in all the following areas:

SW $\frac{1}{4}$ SW $\frac{1}{4}$	0.91 Acres
SE $\frac{1}{4}$ SW $\frac{1}{4}$	0.91 Acres
Total	1.82 Acres, more or less

This grant of Right of Way is made subject to any and all easements and Rights of Way heretofore legally obtained and now in full force and effect, if any there be.

The party of the second part in accepting this deed covenants and agrees to construct and maintain upon and adjacent to said Right of Way hereinabove described such fences crossings, culverts and subways as shall or may in the opinion of the State Board of Land Commissioners be necessary to the proper use and enjoyment of the lands adjacent thereto.

It is expressly understood and agreed by and between the parties hereto that this grant of Right of Way is made for the sole and only Purpose of a county road or public highway as hereinabove described, and for no other purpose whatsoever, and in the event that the party of the second part, its successors or assigns, shall at any time use or attempt to use the said described parcels of land, or either of them, for any other purpose whatsoever than hereinabove set forth, or shall abandon or discontinue the use of the parcels of land, or either of them, hereinabove described, as and for the purpose of this grant, or shall fail or refuse to comply with any of the terms or conditions hereof, then this grant shall become void and of no effect, and all rights hereunder granted to the party of the second part shall immediately terminate.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name and by its behalf by Raymond Miller, President, Earl Cooley, Register, and Will R. Murphy, Engineer of the State Board of Land Commissioners, and has caused the seal

of the said State Board of Land Commissioners to be hereto attached by said Register of said State Board of Land Commissioners on the day and year first above written.

STATE BOARD OF LAND COMMISSIONERS.

Raymond Miller
 President
 Earl Cooley
 Register
 Will R. Murphy
 Engineer.

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No. 365525)
 Quit-Claim Deed)
 Mary J. Williams, et al)
 to)
 Daniel V. Prewett)
 Filed for record 8:15 A. M.)
 July 28, 1924)
 C. R. Furrow, Recorder)

THIS INDENTURE, Made the 2nd day of April, in the year of our Lord, Nineteen Hundred and Twenty Four (1924) WITNESSETH: That Mary J. Williams widow of S. H. Williams, deceased, and Eleanor E. Robb, Daughter of S. H. Williams, Deceased, of Hoquiam Wash, parties of the first part, for and in consideration of the sum of One Dollars in lawful money of the United States of America, to paid in hand paid by Daniel V. Prewett of Colorado Springs Colorado, party of the second part, the receipt of which is hereby acknowledged, do by these presents remise, release, quit-claim unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in Grays Harbor County, State of Washington, Colorado Springs, El Paso Co. Colo. to-wit:

Frac. Lot (26) Twenty Six Block (84) Eighty Four Colorado City, Colo.
 Frac Lot (24) Twenty Four Block (29) Twenty Nine, East Colorado City, Colo.

Hoquiam WA 1924

We, Mary J. Williams, wife of S. H. Williams (Deceased) and Eleanor E. Robb nee Eleanor E. Williams Daughter of S. H. Williams (Deceased) intestate now the wife of A. G. Robb Jr. hereby make affidavit that we are the sole surviving heirs and that no other person or persons have any right or interest in the within described property.

Eleanor E. Robb
 Mary J. Williams

TO HAVE AND TO HOLD the same to the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed and Sealed in Presence of
 A. G. Rockwell

Mary J. Williams (Seal)
 Eleanor E. Robb (Seal)
 (Seal)
 (Seal)

095125258

95 NOV 20 PM 2:20

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ARDIS
EL PASO COUNTY CLERK & RECORDER

Commissioner Whittemore moved adoption of the following Resolution:

Free

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 88-62, Land Transfer-2

WHEREAS, on February 18, 1988, the Board of County Commissioners approved the acceptance of certain lands for right-of-way purposes from the State of Colorado; and

WHEREAS, on January 13, 1986, the State of Colorado executed and transferred the use of 15.168 acres of land for a right-of-way to El Paso County; and

WHEREAS, this right-of-way, "Right-of-way No. 2618, Book 26" is recorded with the State of Colorado Board of Land Commissioners commonly called the State Land Board; and

WHEREAS, the Board of County Commissioners of El Paso County, Colorado, has determined that it would serve the best interests of the public to accept title to these certain parcels of real property described in the above-referenced right-of-way transfer; and

WHEREAS, it is necessary this document be accepted by the Board to effectuate the hereinabove described transaction;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby accepts the transfer of title by the right-of-way document to El Paso County of the certain parcel of land as particularly described in Exhibit A, and attached to this Resolution.

DONE THIS 6th day of November, 1995, at Colorado Springs, Colorado, nunc pro tunc, February 18, 1988, in accordance with Board Resolution No. 95-371, General-99.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

[Signature]
Deputy County Clerk

[Signature]
Chairperson

Commissioner Meier seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

SLD2131D

Resolution No. 88-62, Land Transfer-2
EXHIBIT A

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R I G H T O F W A Y N O . 2510, Book 26

1. THIS INDENTURE, Made this *19th* day of *December*, 19*85*,
between the STATE OF COLORADO, acting by and through the STATE BOARD
OF LAND COMMISSIONERS, party of the first part, and EL PASO COUNTY
BOARD OF COUNTY COMMISSIONERS, 27 East Vermijo, Colorado Springs,
CO 80903, party of the second part;

W I T N E S S E T H

2. WHEREAS, Party of the second part has made application to
the Board of Land Commissioners for a right-of-way over, upon, under
and across the surface of certain portions of school lands as
hereinafter described for the purposes of constructing,
reconstructing, operating and maintaining a public road, and

3. WHEREAS, the State Board of Land Commissioners, the El
Paso County Board of County Commissioners, the Colorado Centre
Metropolitan District and the Foothills Development Corporation have
entered into an agreement dated, *13th* day of *January*,
19*86*, regarding the construction of this public road and other
roadways, and the consideration to the State Board of Land
Commissioners for the conveyance of the right-of-way for the public
road, ("Agreement"), and

4. WHEREAS, said State Board of Land Commissioners has, in
manner and form as provided by statute, granted such right-of-way
for the purpose aforesaid and none other, upon the terms and
conditions set forth herein, and upon the terms and conditions set
forth in the Agreement, and has duly authorized the property
officers of said state to execute this indenture:

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5. NOW, THEREFORE, THESE PRESENTS WITNESSETH, That the said party of the first part, in consideration of the premises, and in such further good and valuable consideration as may be described in that Agreement which is attached and incorporated herein by reference, has granted and by these presents does grant unto the party of the second part, its successors and assigns, a right of-way for the purpose of constructing, reconstructing, operating and maintaining a public road over, upon, under and across the surface of those certain portions of school lands described as follows:

In the West One-half of the West One-half (W 1/2 W 1/2) of Section Sixteen (Sec. 16), Township Fifteen South (T. 15 S.), Range Six y-five West (R. 65 W.), of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado;

Being a right of way more particularly described by meter and bounds as follows:

Beginning at a point on the Northwest corner of said Sec. 16;

Thence North 89° 33' 29" East along the North boundary of said Sec. 16, a distance of 143.54 feet to a point;

Thence South 00° 29' 12" East a distance of 5077.25 feet to a point;

Thence on a curve to the left an arc distance of 236.54 feet, said curve having a radius of 150.00 feet and a central angle of 90° 21' 01";

Thence South 00° 50' 13" East a distance of 20.00 feet to a point;

Thence South 89° 09' 47" West a distance of 256.26 feet to a point on the West boundary of said Sec 16;

Thence North 00° 54' 10" West along the West boundary of said Sec. 16, a distance of 5249.06 feet to the point of beginning.

Containing 15.168 acres, more or less.

Bearings are based on assumption that the North line of said Section bears North 89° 33' 29" East.

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6. This grant is made with the understanding that the party of the second part must complete said roadway in accordance with this grant within two years from the date hereof. If the roadway is not completed within such time this grant shall be subject to cancellation at the option of the party of the first part.

7. All rights to any and all minerals, ores, and metals of any kind and character including all clays and sand and gravel and other like substances, and all coal, asphaltum, oil, gas, geothermal resources or other substances in or under said land are hereby reserved to the State of Colorado. The party of the first part covenants that it will not disturb the surface of the land subject to the right-of-way granted during the term of this right-of-way, and it shall not permit any mineral exploration or development on the land which in any way interferes with or is inconsistent with the party of the second part's permitted use of the right-of-way.

8. This grant of right of-way is made subject to any and all easements and rights of-way heretofore legally obtained and now in full force and effect, if any there be.

9. The party of the first part shall have the right at any and all times during the continuance of this right-of-way to sell or otherwise dispose of said land and to use the same for all purposes, except as necessarily limited by the road described above.

10. The right-of-way is made for the sole and only purpose as herein set forth, and no other; and in the event that the party of the second part, its successors and assigns, shall at any time use or attempt to use the same for any other purpose whatsoever, then and in that case this right of way shall become void and of no effect, and any and all such rights and privileges herein granted shall revert to the party of the first part.

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11. The party of the first part reserves the right to require the party of the second part to construct and maintain upon and adjacent to said right-of-way hereinabove described, such fences, gates, cattle guards, culverts and subways as may, in the opinion of the party of the first part, be necessary to the proper use and enjoyment of the lands adjacent thereto and belonging to the party of the first part, or to prohibit such construction when the party of the first part considers it to be detrimental to the use of said lands.

12. This right-of-way does not grant permission, express or implied, to the party of the second part, for water exploration, drilling, or establishing water wells, without written permission of the party of the first part. If the party of the second part shall establish any water right on state land for any use on or off state land, such right shall be and remain the property of the party of the first part.

13. The road to be constructed and maintained upon this right-of-way is for the use of the public and no restriction of any kind may be put upon this use unless prior consent to such restriction is obtained from the party of the first part.

14. No signs, billboards or similar displays may be placed upon this right-of-way or on lands adjacent to it belonging to the party of the first part, without the express approval of the party of the first part.

15. The party of the second part shall have such rights of ingress and egress as may be necessary for the construction, reconstruction, operation, maintenance and removal of said road, but shall not leave open, or permit to be left open, any fences, bars, or gates. All such fences, bars, or gates which may be damaged or disturbed in any way shall be fully restored by the second party.

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16. In the event that the facility or facilities for which this right-of-way is granted are to be enlarged, replaced, relocated, or added to in the future, the party of the second part shall advise the party of the first part of such change and furnish surveys, plats, and descriptions of the change to the party of the first part. An additional consideration, commensurate with the damage to the value of the state land, may be required, as determined by the first party.

17. The right-of-way herein granted shall continue for as long as the road described above is used and maintained by the second party, provided that should said road be abandoned or discontinued for a period of twelve (12) consecutive months, this right-of-way and all rights of the second party hereunder shall automatically and without notice terminate at the end of such twelve (12) month period; and in such case, the party of the first part may require the party of the second part to restore the lands occupied by said right-of-way as nearly as possible to their condition prior to the construction of the road. The party of the first part may extend this period upon a reasonable request by the party of the second part.

18. The party of the second part agrees to assume all liability arising from their exercise of the right-of-way herein granted; including but not limited to, the risk of all injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use thereof, resulting directly or indirectly, wholly or in part, from the prosecution or omission of any work or obligation undertaken or required by this agreement, and to indemnify and save harmless the first party from and against any and all liability arising therefrom.

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19. The party of the second part will pay to the party of the first part the full amount necessary to compensate the first party for damages to its property, rights, franchises, or privileges, including legal liabilities resulting from acts or omission of the second party, its agents or employees, or from the exercise of the right-of-way herein granted and the use of the lands of the first party.

20. IN WITNESS WHEREOF, The party of the first part has caused these presents to be executed in its name and in its behalf by the State Board of Land Commissioners, and has caused the seal of the State Board of Land Commissioners to be hereunto affixed and the party of the second part has hereunto caused these presents to be signed by its Loren R. Whitehorse, Chairperson and Doris Hardy, Deputy County Clerk and its corporate seal affixed hereto, the day and year first above written.

STATE OF COLORADO
ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

Rowena Rogers
Rowena Rogers, President

Tommy Noel
Tommy Noel, Register

John S. Wilkes III
John S. Wilkes III, Engineer

December 19, 1985
Date

EL PASO COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: Doris Hardy

ALLOST: Doris Hardy

R/W App. H05/349

Proofed jh 5, 95

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AGREEMENT

THIS AGREEMENT, made this 13th day of October, 1972, between the STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS, hereinafter called the "State", the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, Colorado, a political subdivision of the State of Colorado, hereinafter referred to as "County", COLORADO CENTRE METROPOLITAN DISTRICT, a special district, quasi-municipality, and political subdivision of the State of Colorado, hereinafter, referred to as "District", and POOTHILLS DEVELOPMENT CORPORATION, a Colorado general partnership, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, the County has created the Powers Boulevard/Dreunan Road Local Improvement District 1985 2, for the construction of 4.75 miles of Powers Boulevard and 1.25 miles of New Dreunan Road; and

WHEREAS, a large percentage of the property being assessed by said improvement district is owned by Developer and is contained within the boundaries of the District; and

WHEREAS, the State owns 320 acres, more or less, being the W/2 of Section 16, T. 15 S., R. 65 W., 6th P.M., in the general vicinity of and adjoining said improvement district; and

WHEREAS, the County desires to obtain 15.160 acres of said State land, as more particularly described in Attachment "A" hereto, for the purpose of constructing a portion of Powers Boulevard; and

WHEREAS, the County has caused an appraisal of said 15.160 acres of right-of-way to be prepared, said appraisal indicating an estimated current market value of \$150,000.00; and

WHEREAS, said appraisal also indicates an estimated net benefit to the States' remaining 305.00 acres, more or less of 1.90 million dollars; and

WHEREAS, because of apparent legal difficulties in considering benefit to remainder property, the State desires additional consideration for the Powers Boulevard right-of-way; and

WHEREAS, the Developer and District desire to provide said additional consideration for the conveyance of the Powers Boulevard right-of-way to the County.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the parties hereto agree as follows:

1. The State agrees to grant by separate document unto the County, its successors and assigns, a right-of-way for the purpose of constructing, reconstructing, operating and maintaining a public road over, upon, under and across the surface of those certain portions of school lands described in Attachment "A" hereto.

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2. The Developer and the District are diligently pursuing the construction of alternate one or alternate two as described in Attachment "B" and they anticipate that either alternate one or alternate two as described in Attachment "B" will be constructed within three (3) years of the date of this Agreement. The Developer and District agree that at such time as either alternate one or alternate two as described in Attachment "B" is constructed, or an alternate roadway is constructed, direct access as required by the state will be provided to such road from the state property.

3. To the extent that alternate one, alternate two or any other alternate roadway is on the Developer's or the District's property, the Developer or District shall bear the full cost of the construction of said roadways. It is agreed that no direct or indirect recovery or reimbursement from the State, its successors in interest, or any of its lessees will be demanded or required for such roadway construction. The estimated cost to the Developer or District for alternate two is approximately 1.2 million dollars; the estimated cost to the Developer or District for alternate one is approximately \$700,000.00.

4. It is further agreed that immediately upon the date of execution of this agreement the Developer and District will pursue the approval of a new interchange/intersection at the location of Powers Boulevard and alternate one as shown on Attachment "B" hereto. Such approval will be pursued independently of any approval and construction of alternate one and whether or not alternate one is actually constructed. It is understood and agreed that the approval for such interchange/intersection must be obtained from the County, City of Colorado Springs, and the City of Fountain, after recommendations from the Powers Boulevard Task Force; it is also understood and agreed that the County makes no representations by reason of this Agreement that it will approve such new interchange/intersection.

5. The Developer and District agree to pay all planning and legal costs associated with the purchase of the new intersection referred to in the previous paragraph. No recovery or reimbursement will be requested from the State, its successors in interest, or any of its lessees. The estimated planning and legal costs associated with this matter are \$25,000.00 to \$50,000.00.

6. Finally, it is the understanding and agreement of all the parties hereto that no direct or indirect reimbursement or recovery from the State, its successors in interest, or any of its lessees will be sought by reason of the construction of Powers Boulevard or New Drennan Road by the Powers Boulevard/Drennan Road Local Improvement District of the County. The grant of light-of-way for Powers Boulevard shall be considered the full obligation and payment of the State for any benefit accruing to the State, its successors in interest or its lessees, by reason of construction of Powers Boulevard and New Drennan Road.

This Agreement and all the rights and obligations created hereby shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have placed their hands
and seals on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

By: [Signature]
Chairman

COLORADO CENTRE METROPOLITAN DISTRICT

By: [Signature]
Secretary

FOOTHILLS DEVELOPMENT CORP.

By: [Signature]
President

STATE OF COLORADO
ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

[Signature]
Rowena Rogers, President

[Signature]
Tommy Neal, Register

[Signature]
John S. Wilkes III, Engineer

December 19, 1985
Date

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ATTACHMENT "A"

In the West One-half of the West One-half
(W 1/2 W 1/2) of Section Sixteen (Sec. 16),
Township Fifteen South (T. 15 S.), Range
Sixty-five West (R. 65 W.), of the Sixth
Principal Meridian (6th P.M.), El Paso County,
State of Colorado;

Being a right-of-way more particularly
described by metes and bounds as follows:

Beginning at a point on the Northwest corner
of said Sec. 16;

Thence North $89^{\circ} 33' 29''$ East along the
North boundary of said Sec. 16, a distance of
143.54 feet to a point;

Thence South $00^{\circ} 29' 12''$ East a distance
of 5077.25 feet to a point;

Thence on a curve to the left an arc
distance of 236.54 feet, said curve having a
radius of 150.00 feet and a central angle of
 $90^{\circ} 21' 01''$;

Thence South $00^{\circ} 50' 11''$ East a distance
of 20.00 feet to a point;

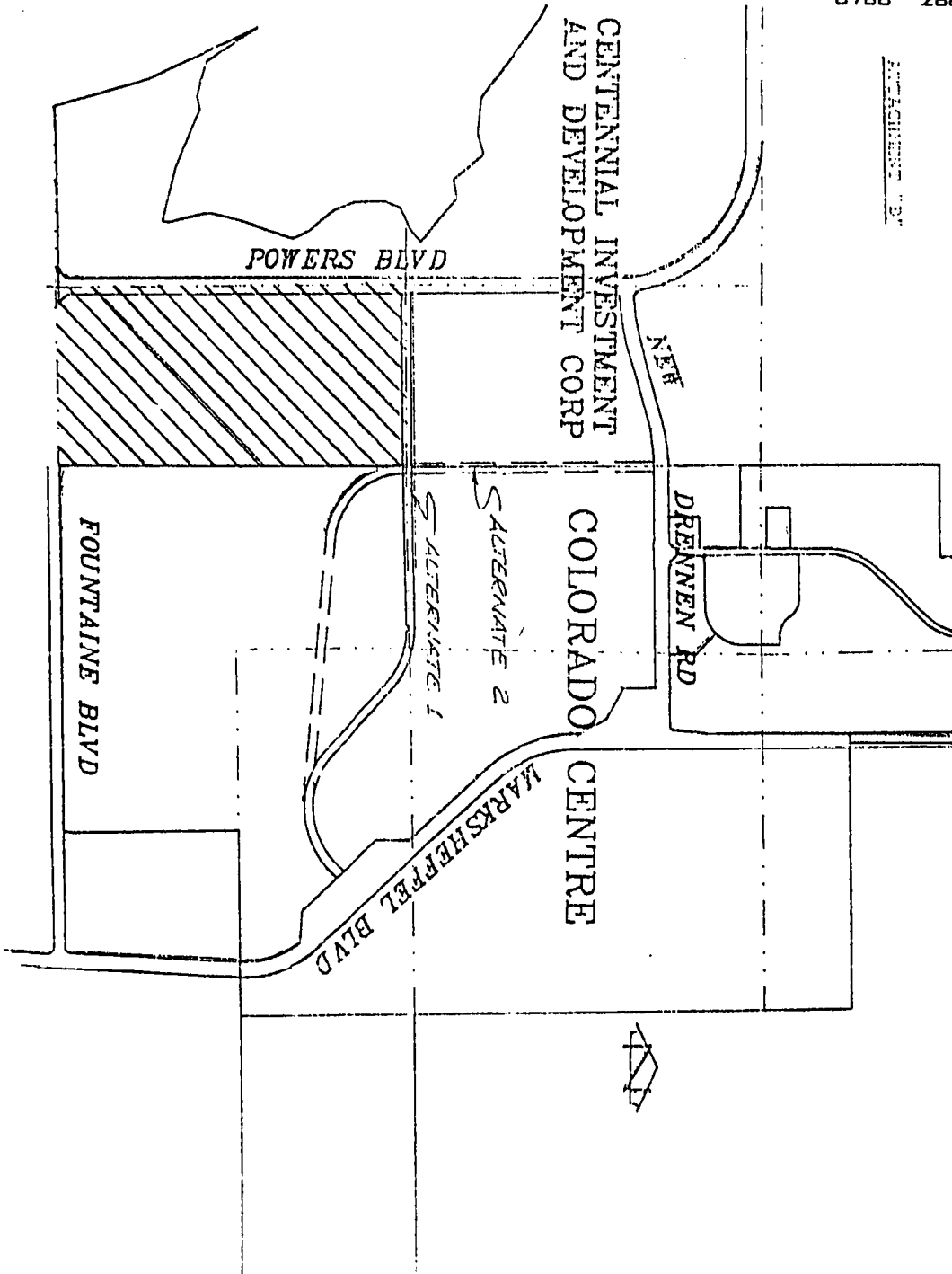
Thence South $89^{\circ} 09' 47''$ West a distance
of 256.26 feet to a point on the West boundary of
said Sec 16;

Thence North $00^{\circ} 54' 10''$ West along the
West boundary of said Sec. 16, a distance of
5249.06 feet to the point of beginning.

Containing 15.160 acres, more or less.

Bearings are based on assumption that the
North line of said Section bears North $89^{\circ} 33'$
 $29''$ East.

PLAT OF



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ARDIS W. SCHMITT
RESOLUTION FOR EL PASO COUNTY CLERK & Recorder

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EL PASO AND THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS ADOPTING AND AUTHORIZING THE RECORDING OF CERTAIN DOCUMENTS PERTAINING TO POWERS BOULEVARD.

WHEREAS, §29-1-203, C.R.S. 1973, authorizes governmental entities to cooperate and contract with one another, and

WHEREAS, the City Council of the City of Colorado Springs and the Board of County Commissioners of the County of El Paso entered into an Agreement pertaining to Powers Boulevard on January 22, 1980, and approved a Powers Boulevard Corridor Map establishing in concept the location of Powers Boulevard, and

WHEREAS, this Powers Boulevard Corridor Map has been subsequently amended, and

WHEREAS, there has now been prepared a Powers Boulevard Corridor Preliminary Design for Colorado Springs Department of Public Works and the El Paso County Department of Transportation, and

WHEREAS, there has been prepared a Powers Boulevard Corridor Composite Ownership Map, and

WHEREAS, the County Commissioners of El Paso County and the City Council of the City of Colorado Springs deem it appropriate that certain sheets comprising the Powers Boulevard Corridor Preliminary Design and Powers Boulevard Corridor Composite Ownership Map and other related documents be adopted and recorded to put landowners on notice as a condition of development of the proposed location and proposed design of the Powers Boulevard Corridor, to facilitate land acquisition, for the

5/18/82h

ITEM NO. 7

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Powers Boulevard Corridor right-of-way for orderly planning, and to promote the public health, safety and welfare, and

WHEREAS, these documents are hereby presented to the County Commissioners of El Paso County and City Council of the City of Colorado Springs for their consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EL PASO AND THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. Design sheets numbered 1 through 27 inclusive, labelled 1 of 52 through 27 of 52 inclusive of the Powers Boulevard Corridor Preliminary Design for Colorado Springs Department of Public Works and El Paso County Department of Transportation are hereby adopted and authorized to be recorded with the El Paso County Clerk and Recorder's office.

Section 2. The separate Sheets Submission Index Map which includes the design sheets described in Section 1 of this Resolution is hereby adopted and authorized to be recorded.

Section 3. Ownership Maps numbered 25 through 48 inclusive, labelled 25 of 49 through 48 of 49 inclusive of the Powers Boulevard Corridor Composite Ownership Map are hereby adopted and authorized to be recorded with the El Paso County Clerk and Recorder.

Section 4. Cross-section Sheets Nos. 1, 2 and 3 labelled CS 1, CS 2 and CS 3 of the Powers Boulevard Corridor Design for Colorado Springs Department of Public Works and El Paso County Department of Transportation are hereby adopted and authorized to be recorded with the El Paso County Clerk and Recorder.

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Section 5. The attached legal description, Exhibit A showing the sections of land in which Powers Boulevard Corridor is located as described in Section 1 and Section 3 of this Resolution is hereby adopted and authorized to be recorded with the El Paso County Clerk and Recorder.

Section 6. This Resolution is authorized to be recorded with the El Paso County Clerk and Recorder.

Dated at Colorado Springs, Colorado, this 25th day of May, 1982.



CITY OF COLORADO SPRINGS

BY:

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

BY:

Chairman

ATTEST:

Deputy County Clerk

5/18/82h

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EXHIBIT A - LEGAL DESCRIPTION TO WIT:

RANGE 65 WEST:

TOWNSHIP 13 SOUTH

West 1/4 Sec. 30
West 1/4 Sec. 31

TOWNSHIP 14 SOUTH

West 1/4 Sec. 6
West 1/4 Sec. 7
N.W. 1/4 Sec. 18

TOWNSHIP 15 SOUTH

A Portion Sec. 7
A Portion Sec. 8
S.W. 1/4 Sec. 9
West 1/4 Sec. 16
East 1/4 Sec. 17
East 1/4 Sec. 20
West 1/4 Sec. 21

RANGE 66 WEST:

TOWNSHIP 13 SOUTH

East 1/4 Sec. 25
East 1/4 Sec. 36

TOWNSHIP 14 SOUTH

East 1/4 Sec. 1
East 1/4 Sec. 12
East 1/4 Sec. 13
A Portion Sec. 24
A Portion Sec. 25
A Portion Sec. 36

TOWNSHIP 15 SOUTH

East 1/4 Sec. 1
N.E. 1/4 Sec. 12

located within the County of El Paso and State of Colorado.

-1-

5/18/82h

Handwritten initials

Roads Order
 Board of Commissioners
 To
 El Paso County, Colorado
 October 3, 1887
 Filed for record at 3⁴² P.M.
 October 3, 1887
 E. J. Eaton, Recorder

State of Colorado,
 County of El Paso }
 At a regular meeting of the
 Board of County Commissioners for El Paso County,
 Colorado, held at the County Clerk's Office in Colorado
 Springs, on Monday, the third day of October A.D. 1887,
 there were present J. C. Woodbury, Chairman, L. C.
 Skinner, David McShane, Commissioners, E. J. Eaton
 Clerk; when the following proceedings, among others,
 were had and done to-wit:

In accordance with the provision of an act passed by the General Assembly of the State of Colorado, session 1886, entitled "an Act to amend Section IV of Chapter XCV, of the General Statutes of the State of Colorado, entitled 'Roads and Highways'", it was ordered by the Board that all section lines Township lines and Range lines on the public domain east of the Range line dividing Ranges 65 W. and 66 W. be and the same are hereby declared Public Highways, of the width of sixty feet being thirty feet on each side of said section lines, Township lines or Range lines, as the case may be; the same being in El Paso County, Colorado.

Dated Oct 3rd 1887
 Attest: (Official Seal)
 E. J. Eaton, County Clerk
 J. C. Woodbury, Chairman

Brad. Turner Report on
 two roads in S 1/2 12 Range
 64 and 65 U. P. Co. County
 Petition filed Aug. 10. 1895
 Granted Aug. 20. 1895
 Report approved Oct. 15. 1895
 Filed for record Oct. 15. 1895

We the undersigned absented in
 view and locate the roads described in
 the annexed petition by means to report that
 we did on the 12th Sept 1895 proceed to
 view and locate said roads as follows
 beginning about 80 rods North of the south
 east corner section 12 (Range) 12 Range 64
 thence south west along line C. R. S. & B. to

South line Dec 12th thence west on said section line to the south west
 corner of S E 1/4 section 8 thence west about 21 rods thence in a
 North West direction to 40 rods line thence west on said forty rod line
 to the West line of said Township

We have assessed the following amount of damage in view
 of benefits to the following named parties by reason of the location of
 said road.

- Boyanac Live Stock Co \$25.
- B. W. Brown 50.
- D. Greenway 325.

A small narrow also beginning at North East corner Section 22
17-65 thence North one mile thence West about 1/4 mile to corner
with Potrude Springs and Eastonville road on this last described
road is road No 2 The assess damages in excess of benefits to the
following named land owners

E B May \$ 25 A B Hill 25 J Greenway 85

We all recommend the above roads on the lines as near as practicable
and that Surveyor make variations when same are needed

The opinion of the opinion said roads should be located and units
in recommending the same. With the exception of crossings over one
creek on first road and two on second road the expenses on both
roads are comparatively little

J. E. Williams }
Frank Potter } Road
Frank E. Taylor } Viewers

Geo J. Williams 1 Day 5.00
Frank Potter 1 5.00
F. E. Taylor 5.00