



Water & Sanitation District No. 1

P. O. Box 1407 • Monument, Colorado 80132  
Phone (719) 488-2525 • Fax (719) 488-2530

March 25, 2024

El Paso County  
Planning and Community Development  
2880 International Circle, Suite 110  
Colorado Springs, CO 80910

ATTN: Ryan Howser

RE: Woodmoor Water and Sanitation District No 1 – Well 22 Pipeline  
“WWSD Line Extensions” Project in EDARP  
Letter of Intent – ESQCP Permit

Woodmoor Water and Sanitation District No 1 (“the District”) is preparing submittal requirements for the Well 22 Transmission Pipeline project, titled “WWSD Line Extensions” in EDARP, to construct a 6-inch diameter pipeline to convey the raw water from a new Arapahoe Aquifer well, Well #22, to the District’s Central Water Treatment Plant (CWTP) for treatment. The proposed 0.72-mile pipeline begins at the Well 22 Site located on a District-owned tract of land near the intersection of Doewood Drive and County Line Road in Monument, CO, referenced by El Paso County Record Card 7102200012. The 6” pipeline alignment continues:

- South within dedicated public utility easements behind the residential lots on Doewood Drive
- Then cross the right-of-way of Old Antlers Way
- Then continue South within dedicated easements
- Then continue South within the Alexandria Drive right-of-way
- Then cross the right-of-way of Hammock Oaks Court
- Then terminate at 19935 Alexandria Drive, a District-owned well site, where the pipeline will connect to an existing raw water transmission pipeline.

Please note that a separate Site Development Plan and ESQCP Permit has been submitted and approved for the Well #22 Site (EPC Project Number PPR2317), which includes a well house, site piping, access road, and landscaping.

Legal descriptions and executed easements for the Well 22 Transmission Pipeline alignment are included as Appendices to this document.

**Owner/Applicant Contact Information**

Woodmoor Water and Sanitation District No 1  
1845 Woodmoor Drive  
Monument, CO 80132

Contact: Ariel Hacker  
Phone: 719-488-2525 ext 13  
Email: [arielh@woodmoorwater.com](mailto:arielh@woodmoorwater.com)

## **General Information**

The project generally includes the construction of 0.72 miles of 6 inch PVC pipeline with an alternate of ductile iron pipe or HDPE pipe. Of the pipeline installed, there is a road crossing at Old Antlers Way and a road crossing at Hammock Oaks Court, otherwise the pipeline is installed in dedicated easements or within the right-of-way of Alexandria Drive. Areas outside the paved roadway that will be disturbed within easements include grassy tracts owned by the Misty Acres Metro District, grassy areas owned by Monument Ridge, LLC, a future developer, an unpaved trail area owned by Misty Acres Metro District, and two lots owned by Woodmoor Water and Sanitation District. The pipeline alignment was designed to avoid existing trees, and all areas will be revegetated with native seed mix. The trail system will be restored to existing or better conditions, as per the District's easement agreement with the Misty Acres Metro District. Pipeline installation will consist of excavation necessary to properly bed and bury the pipeline to maintain 6 feet of cover above the line. Trench cuts are limited to 8 feet width at a maximum, and no trenches are expected to exceed 13 feet in depth. Above ground structures include air release vault vent piping. The pipeline will connect to two existing stub outs specifically installed for this well water transmission pipeline at two existing well sites. The well site work on either well site has been or is currently being completed, and is not associated with this pipeline project.

## **Purpose**

The purpose of the Well 22 Transmission Pipeline Project is to convey the raw water from the District's new Arapahoe Aquifer Well #22 to the District's Central Water Treatment Plant (CWTP) for treatment. In planning efforts to meet the projected demands for development buildout within existing District boundaries, the District will continue to drill wells in the Arapahoe and Dawson Aquifers across the Woodmoor District and construct pipelines to connect them into the existing network of raw water transmission pipelines to transport raw water from its sources to the treatment facilities.

## **Schedule**

The project is expected to begin construction in April 2024. The anticipated final completion date is October 2024.

Please refer to the drawings and forms included with this submittal, as requested by El Paso County.

Sincerely,

Ariel Hacker  
District Engineer  
Woodmoor Water and Sanitation District No 1  
719-488-2525 ext 13  
arielh@woodmoorwater.com

# Appendix A

**Easement Record No 210120919**  
**Easement Record No 223025559**  
**Easement Record No 223016771**

**EASEMENT AGREEMENT [PIPELINE]**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **MGP, INC.**, a Colorado corporation, whose address is 2516 Lock Dr., Colorado Springs, Colorado 8-  
0909 (the "Grantor"), hereby grants, bargains, sells and conveys to **WOODMOOR WATER & SANITATION DISTRICT, NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 1845 Woodmoor Drive, Monument, Colorado 80132, (the "District"), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove certain buried or underground water and sanitary sewer improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in El Paso County, Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by Grantor and is accepted by Grantee pursuant to the following terms and conditions:

46.00

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

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind

RETURN TO GRANTEE AT  
LEGAL ~~ADDRESS~~ ADDRESS  
ON FRONT OF DOCUMENT



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210120919

placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

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

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that: (i) the Improvements and/or Easement described herein be abandoned by the District by written notice to Grantor; (ii) the District invokes its right under the buy back provision of that certain Purchase and Sale Agreement between Woodmoor Water And Sanitation District No. 1 and MPG, Inc. dated

January 1, 2010; or (iii) a final plat is recorded in the real property records of the El Paso County Clerk and Recorder for the Property as defined in the Purchase and Sale Agreement between Woodmoor Water And Sanitation District No. 1 and MPG, Inc. dated January 1, 2010 and the Easement is dedicated to El Paso County; the Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against District in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

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

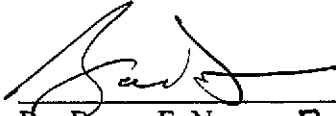
10. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns,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

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this  
23<sup>rd</sup> day of Nov., 2010.

**WOODMOOR WATER AND SANITATION  
DISTRICT NO.1**

a quasi-municipal corporation and political  
subdivision of the State of Colorado



By: ~~Benny E. Nasser~~ Barrie Town  
Title: Board President



Attest: ~~Barrie Town~~ RANDY GILLETTE  
Title: ~~Board Secretary~~ ASSISTANT DISTRICT MANAGER

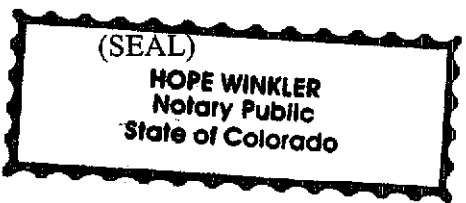
STATE OF COLORADO                     )  
                                                           )     ss.  
COUNTY OF EL PASO                     )

The foregoing instrument was acknowledged before me this 23 day of  
November, 2010, by Barrie Town Randy Gillette Asst. Dist. Mgr.  
Benny E. Nasser and Barrie Town, as President and Secretary of  
Woodmoor Water and Sanitation District No.1.

WITNESS my hand and official seal.

My commission expires: 1-14-2012

Hope Winkler  
Notary Public - Hope Winkler

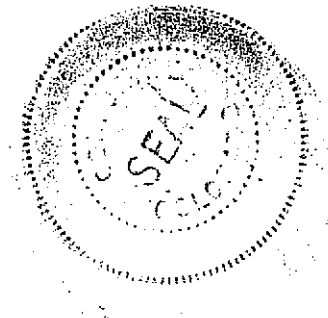


**MGP, INC.**  
a Colorado Corporation

Mahlon Plowman

By: Mahlon Plowman

Title: Pres.



Attest: \_\_\_\_\_

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

STATE OF COLORADO )

COUNTY OF El Paso )

ss.

The foregoing instrument was acknowledged before me this 23 day of November, 2010, by Mahlon Plowman and \_\_\_\_\_, as President and \_\_\_\_\_ of MGP, Inc.

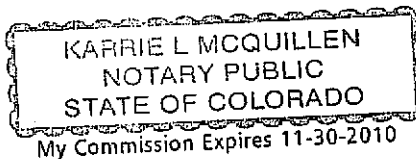
WITNESS my hand and official seal

My commission expires.

Karrie L McQuillen

(SEAL)

Notary Public





**EXHIBIT "A"**  
**PROPERTY DESCRIPTION: PERMANENT WATER LINE  
EASEMENT**

A parcel of land situated in the Northwest Quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, to wit;

COMMENCING, at the Northeast corner of the said Section 2; **THENCE**, S 89°06'54" W, along the North line of the said Section 2, with all bearings contained herein relative thereto, a distance of 2879.42 feet; **THENCE**, on a deflection angle to the left of 90°00'00", departing from the aforesaid course, a distance of 50.00 feet to the Northwest corner of the CRYSTAL CREEK LIFT STATION (CCLS), described in that instrument recorded at reception number 98175218 of the public records of the said County; **THENCE**, S 13°48'06" W, departing from the aforesaid course and along the Westerly boundary line of the said parcel (CCLS), a distance of 130.00 feet to the Southwest corner thereof; **THENCE**, N 89°06'54" E, departing from the aforesaid course and along the Southerly boundary thereof, a distance of 41.39 feet; **THENCE**, S 40°46'59" E, departing from the aforesaid course, a distance of 135.79 feet to a non-tangent point of curvature; **THENCE**, 34.88 feet, departing from the aforesaid course along the arc of a circular curve to the right, concave Southeasterly, whose radius is 155.00 feet, with central angle of 12°53'35" (long chord bears N 56°24'25" E, 34.81 feet) to the TRUE POINT OF BEGINNING;

**THENCE**, 20.01 feet, departing from the aforesaid course along the arc of a circular curve to the right, concave Southeasterly, whose radius is 155.00 feet, with central angle of 7°23'53" (long chord bears N 66°33'09" E, 20.00 feet) to a point of non-tangency;  
**THENCE**, S 23°26'51" E, departing from the aforesaid course, a distance of 25.06 feet to a non-tangent point of curvature;  
**THENCE**, 41.14 feet, departing from the aforesaid course along the arc of a circular curve to the right, concave Southeasterly, whose radius is 130.00 feet, with central angle of 18°07'58" (long chord bears N 80°01'51" E, 40.97 feet) to a point of tangency;  
**THENCE**, N 89°05'50" E, departing from the aforesaid course, a distance of 216.10 feet to a point on the Westerly Right-of-Way line of Doewood Drive;  
**THENCE**, S 00°02'24" W, departing from the aforesaid course and along the Westerly Right-of-Way line of Doewood Drive, a distance of 20.00 feet;  
**THENCE**, S 89°05'50" W, departing from the aforesaid course, a distance of 215.77 feet to a point of curvature;

THENCE, 53.30 feet, departing from the aforesaid course along the arc of a circular curve to the left, concave Southeasterly, whose radius is 110.00 feet, with central angle of 27°45'38" (long chord bears S 75°13'01" W, 52.77 feet); THENCE, N 23°26'51" W, departing from the aforesaid course on a line non-tangent to the aforesaid course, a distance of 45.13 feet to the TRUE POINT OF BEGINNING.

The herein described parcel contains 5,964 sq.ft. (0.137 acres) more or less.

**PREPARED BY:**  
**CORNERSTONE BOUNDARY CONSULTANTS**  
**P.O.BOX 1725 MONUMENT, COLORADO**  
**BILL W.A. BAKER PLS**  
**31 MARCH 2010**  
**2010-10-WELL22-PERMEASE-EXHIBIT A**



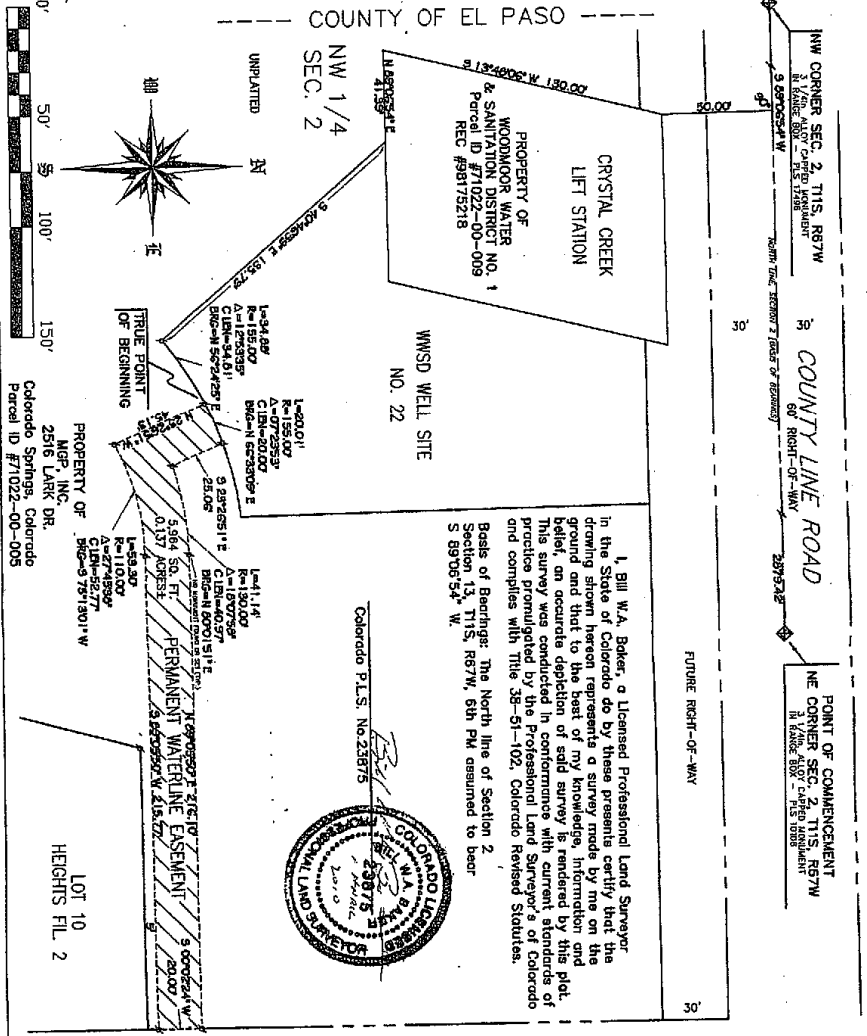
**EXHIBIT**

A Sheet 3 of 3

**EASEMENT LOCATION SURVEY**

NW 1/4 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST 6th P.M.

COUNTY OF EL PASO



I, Bill W.A. Baker, a Licensed Professional Land Surveyor in the State of Colorado do by these presents certify that the drawing shown hereon represents a survey made by me on the ground and that to the best of my knowledge, information, belief, and opinion, an accurate depiction of said survey is herein set forth. This survey was conducted in compliance with current standards of practice promulgated by SB 01-102, Colorado Revised Statutes and complies with Title 38-61-102, Colorado Revised Statutes.

Base of Bearings: The North line of Section 2, Section 13, T11S, R67W, 6th PM assumed to bear S 89°06'54" W.

For a complete view of this survey, please refer to the original survey file. This is a partial view of the survey. The full survey is available at the office of the surveyor.

Return To:  
Woodmoor Water and Sanitation District  
1845 Woodmoor Drive  
Monument, CO 80132

Steve Schleiker  
03/29/2023 11:40:03 AM  
Doc \$0.00 8  
Rec \$48.00 Pages

El Paso County, CO



223025559

## EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **MONUMENT RIDGE EAST LLC**, a limited liability company, whose address is 5055 List Drive, Colorado Springs, Colorado 80919, (the "Grantor"), hereby grants, bargains, sells and conveys to **WOODMOOR WATER & SANITATION DISTRICT, NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 1845 Woodmoor Drive, Monument, Colorado 80132, (the "District"), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove certain buried or underground water and sanitary sewer improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain portions of real property located in El Paso County, Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by Grantor and is accepted by Grantee pursuant to the following terms and conditions:

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

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed at the District's expense without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements

or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

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

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein be abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold the District harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against the District in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

9. Each and every one of the benefits and burdens of this Easement shall run with

the land inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

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

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

12. This Easement may be executed in two or more counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument.

13. This Easement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action or other proceeding against either the District or Grantor because of any breach of this Easement or because of any of the terms, covenants, agreements or conditions herein contained.

14. The District, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers or employees.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this

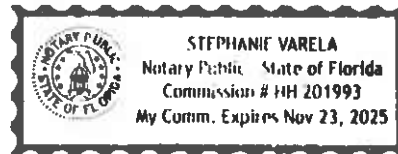
20 day of March, 2023.

**GRANTOR:**  
**MONUMENT RIDGE EAST, LLC**

By: *Maria Larsen*

Name: Maria Larsen  
Title: Manager

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF LEE )



The foregoing instrument was acknowledged before me this 20 day of March, 2023, by Maria Larsen, as Manager of Monument Ridge East, LLC

WITNESS my hand and official seal.

My commission expires: Nov 23, 2025

*Stephanie Varela*

Notary Public

DISTRICT:

**WOODMOOR WATER  
& SANITATION DISTRICT, NO. 1**

By: Jessie J. Shaffer

Name: Jessie J. Shaffer  
Its: District Manager

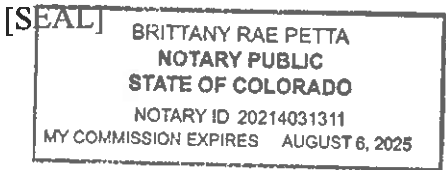
ATTEST:

By: Dan LaFontaine

Name: Dan LaFontaine  
Its: Operations Superintendent

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

The foregoing Easement Agreement was acknowledged before me this 27<sup>th</sup> day of March, 2023, by Jessie J. Shaffer and Dan LaFontaine, as District Manager and Operations Superintendent, of Woodmoor Water & Sanitation District, No. 1.



Brittany Rae Petta  
Notary Public:

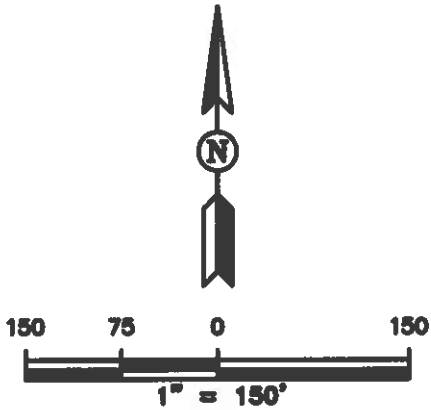
My Commission Expires: 8/6/25



**EXHIBIT A**  
**(The Premises)**

A 16 FOOT WIDE UTILITY EASEMENT ACROSS A TRACT OF LAND IN THE NORTH ONE-HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 10 IN "HEIGHTS FILING TWO" AS RECORDED IN PLAT BOOK E-5 AT PAGE 228 UNDER RECEPTION NO. 2287623 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S 15° 46' 03" W, ALONG THE WESTERLY LINE OF SAID "HEIGHTS FILING TWO"(ALL BEARINGS CONTAINED WITHIN THIS DESCRIPTIONS ARE RELATIVE TO THIS LINE), 1267.70 FEET TO THE NORTH LINE OF MISTY ACRES FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 205190028 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N 89° 15' 42" W, ALONG THE NORTHERLY LINE THEREOF, 226.21 FEET; THENCE N 00° 44' 19" W, 16.00 FEET; THENCE S 89° 15' 42" E, 213.94 FEET; THENCE N 15° 46' 03" E, 1253.09 FEET; THENCE N 00° 54' 10" W, 9.92 FEET TO THE SOUTH LINE OF A 30 FOOT PIPELINE EASEMENT AS RECORDED IN RECEPTION NO. 210120919 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N 89° 05' 50" E, ALONG SAID LINE, 16.00 FEET; THENCE S 00° 54' 10" E, 12.27 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 23,865 SQUARE FEET OR 0.55 ACRES MORE OR LESS



BOOK 5852, PAGE 323

30' PIPELINE EASEMENT  
REC. NO. 210120919  
 $N 89^{\circ}05'50'' E$   
16.00'

60' TEMP CONST EASEMENT  
REC. NO. 210120920  
 $N 00^{\circ}54'10'' W$   
9.92'

$S 00^{\circ}54'10'' E$   
12.27'

POB

LOT 10

HEIGHTS FILING TWO  
PLAT BOOK E-5, PAGE 228  
LOT 9

LOT 8

LOT 7

LOT 6

$N 15^{\circ}46'03'' E$  1253.09'

$S 15^{\circ}46'03'' W$  1267.70'

16'

LOT 5

UNPLATTED

HEIGHTS FILING ONE  
PLAT BOOK E-5, PAGE 167

$N 00^{\circ}44'19'' E$   
16.00'

$S 89^{\circ}15'42'' E$  213.94'

HEIGHTS FILING TWO  
PLAT BOOK E-5, PAGE 228  
LOT 2

DOEWOOD DRIVE  
(60' R.O.W.)

TRACT C  
MISTY ACRES SUBDIVISION FILING NO. 1  
RECEPTION NO. 205190028

$N 89^{\circ}15'42'' W$  226.21'

WOODCREST  
PLAT BOOK P-2, PAGE 48

LOT 2

LOT 1

LOT 16

LOT 15

LOT 14



**BEAR CREEK SURVEYING INC.**

P.O. Box 2015 Bayfield, CO 81222  
ph(970)894-5060

**UTILITY EASEMENT**  
**Heights Filing Two**

PROJ. NO. **21-014**  
DRAFTER: **BJB**  
CHECKER: **BJB**  
DATE: **02-01-2023**

Return To:  
Woodmoor Water and Sanitation District  
1845 Woodmoor Drive  
Monument, CO 80132

Steve Schleiker  
03/01/2023 10:35:29 AM  
Doc \$0.00 10  
Rec \$58.00 Pages

El Paso County, CO



223016771

## EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged,

**MISTY ACRES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is PO Box 1094, Monument, Colorado 80132 (the "Grantor"), hereby grants, bargains, sells and conveys to **WOODMOOR WATER & SANITATION DISTRICT, NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 1845 Woodmoor Drive, Monument, Colorado 80132, (the "District"), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove certain buried or underground water and sanitary sewer improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain portions of real property located in El Paso County, Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by Grantor and is accepted by Grantee pursuant to the following terms and conditions:

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

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

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

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

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

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair,

replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein be abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. Each and every one of the benefits and burdens of this Easement shall run with the land inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

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

10. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this  
13<sup>th</sup> day of FEBRUARY, 2021.  
3



**DISTRICT:  
WOODMOOR WATER  
& SANITATION DISTRICT, NO. 1**

By: Jessie Shaffer  
Jessie Shaffer

Its: District Manager

ATTEST:

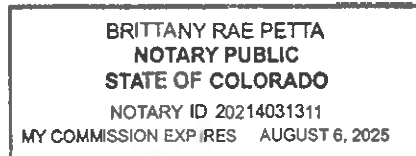
By: Dan LaFontaine  
Dan LaFontaine  
Title: Operations Superintendent

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

The foregoing Easement Agreement was acknowledged before me this 13<sup>th</sup>  
day of February, 2024, by Jessie Shaffer and Dan LaFontaine, as District  
Manager and Operations Superintendent, of Woodmoor Water & Sanitation District, No. 1.

WITNESS my hand and official seal.

My commission expires: 8/6/2026



Brittany Petta  
Notary Public – Brittany Petta



EXHIBIT A  
The "Premesis"

# EXHIBIT A

That portion of land located within the Southeast Quarter of the Northwest Quarter of Section 2, Township 11 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Basis of Bearings: The Northeast line of Lot 24, Misty Acres Subdivision Filing No. 1 as recorded at Reception No. 205190028 of the records of El Paso County, monumented at both ends by a #4 rebar with red plastic cap stamped "LDC PLS 20681", and is assumed to bear S 13°24'07" E, a distance of 239.08 feet.

COMMENCING at the Northeast corner of said Lot 24, said point also being a point on the Southerly line of Old Antlers Way, thence N 51°02'37" E along said Southerly line of Old Antlers Way a distance of 11.33 feet to the POINT OF BEGINNING;  
thence continuing along said Southerly line N 51°02'37" E, a distance of 22.17 feet to the Northeast corner of Tract A of said Misty Acres Subdivision Filing No. 1;  
thence the following nine (9) courses along the Easterly and Southerly lines of said Tract A:  
1) S 13°24'07" E, a distance of 258.31 feet;  
2) S 15°30'02" W, a distance of 155.00 feet;  
3) S 51°20'07" E, a distance of 34.53 feet;  
4) 106.35 feet along the arc of a 55.00 foot radius non-tangent curve to the left, having a central angle of 110°47'33" and a chord that bears S 16°43'28" E, 90.54 feet;  
5) S 72°07'14" E, a distance of 31.36 feet;  
6) 63.92 feet along the arc of a 100.55 foot radius curve to the right, having a central angle of 36°25'23" and a chord that bears S 53°54'32" E, 62.85 feet;  
7) 167.39 feet along the arc of a 270.00 foot radius curve to the right, having a central angle of 35°31'17" and a chord that bears S 17°56'12" E, 164.72 feet;  
8) S 00°10'34" E, a distance of 158.02 feet;  
9) S 89°49'26" W, a distance of 20.00 feet;  
thence N 00°10'34" W, a distance of 158.02 feet;  
thence 77.50 feet along the arc of a 250.00 foot radius curve to the left, having a central angle of 17°45'38" and a chord that bears N 09°03'23" W, 77.19 feet;  
thence N 46°56'51" W, a distance of 182.73 feet;  
thence 46.24 feet along the arc of a 75.00 foot radius curve to the right, having a central angle of 35°19'28" and a chord that bears N 29°17'08" W, 45.51 feet;  
thence N 11°37'24" W, a distance of 78.00 feet;  
thence N 15°30'02" E, a distance of 149.85 feet;  
thence N 13°24'07" W, a distance of 243.59 feet to the POINT OF BEGINNING.

Containing a calculated area of 22,446 square feet (0.515 acres) of land, more or less.



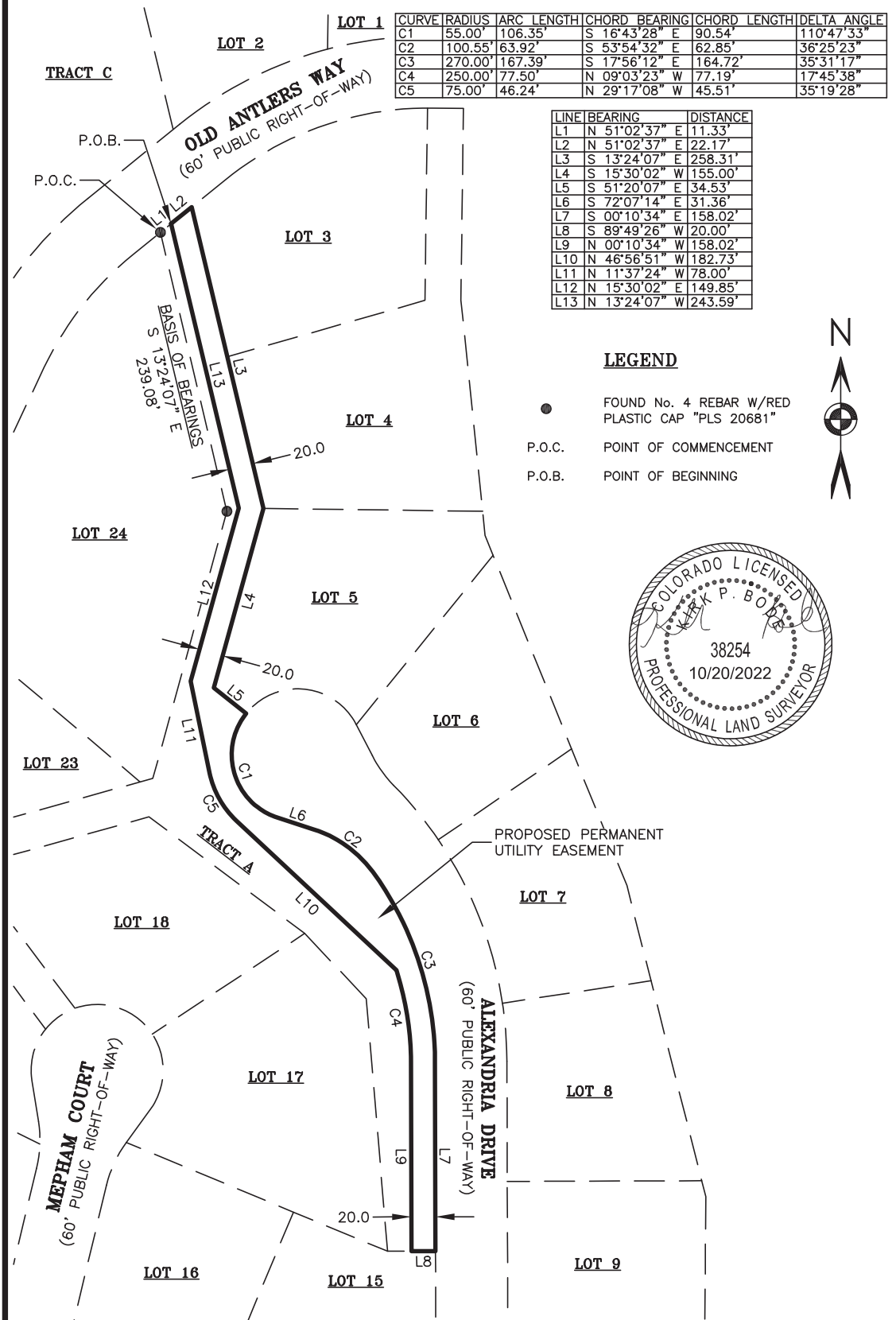
Kirk P. Bode  
State of Colorado Professional Land Surveyor No. 38254  
For and on behalf of Barron Land, LLC

**BARRON**  **LAND**

BOUNDARY Δ MAPPING Δ SURVEYING Δ CONSTRUCTION  
2790 N. Academy Blvd. Suite 311 P: 719.360.6827  
Colorado Springs, CO 80917 F: 719.466.6527

[www.BARRONLAND.com](http://www.BARRONLAND.com)

# EXHIBIT A

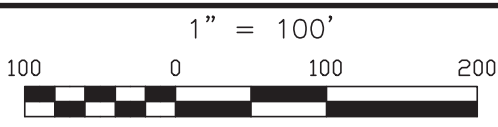


CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	55.00'	106.35'	S 16°43'28" E	90.54'	110°47'33"
C2	100.55'	63.92'	S 53°54'32" E	62.85'	36°25'23"
C3	270.00'	167.39'	S 17°56'12" E	164.72'	35°31'17"
C4	250.00'	77.50'	N 09°03'23" W	77.19'	17°45'38"
C5	75.00'	46.24'	N 29°17'08" W	45.51'	35°19'28"

LINE	BEARING	DISTANCE
L1	N 51°02'37" E	11.33'
L2	N 51°02'37" E	22.17'
L3	S 13°24'07" E	258.31'
L4	S 15°30'02" W	155.00'
L5	S 51°20'07" E	34.53'
L6	S 72°07'14" E	31.36'
L7	S 00°10'34" E	158.02'
L8	S 89°49'26" W	20.00'
L9	N 00°10'34" W	158.02'
L10	N 46°56'51" W	182.73'
L11	N 11°37'24" W	78.00'
L12	N 15°30'02" E	149.85'
L13	N 13°24'07" W	243.59'

### LEGEND

- FOUND No. 4 REBAR W/RED PLASTIC CAP "PLS 20681"
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



## BARRON LAND

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This is NOT a boundary survey and should not be relied upon for any type of construction purposes.

# EXHIBIT A

That portion of land located within the Southeast Quarter of the Northwest Quarter of Section 2, Township 11 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Basis of Bearings: The Northeast line of Lot 24, Misty Acres Subdivision Filing No. 1 as recorded at Reception No. 205190028 of the records of El Paso County, monumented at both ends by a #4 rebar with red plastic cap stamped "LDC PLS 20681", and is assumed to bear S 13°24'07" E, a distance of 239.08 feet.

COMMENCING at the Northeast corner of said Lot 24, said point also being a point on the Southerly line of Old Antlers Way, thence N 05°14'33" W a distance of 72.13 feet to a point on the Northerly line of Old Antlers Way and the POINT OF BEGINNING;  
thence N 13°24'07" W, a distance of 273.01 feet to a point on the North line of Tract C of said Misty Acres Subdivision Filing No. 1;  
thence S 89°15'42" E along said North line a distance of 20.62 feet to the Northeast corner of said Tract C, said point also being the Northwest corner of Lot 2 of said Misty Acres Subdivision Filing No. 1;  
thence S 13°24'07" E along the West line of said Lot 2, a distance of 258.40 feet to the Southwest corner of said Lot 2, said point also being a point on the Northerly line of said Old Antlers Way;  
thence S 51°02'37" W along the Northerly line of said Old Antlers Way a distance of 22.17 feet to the POINT OF BEGINNING.

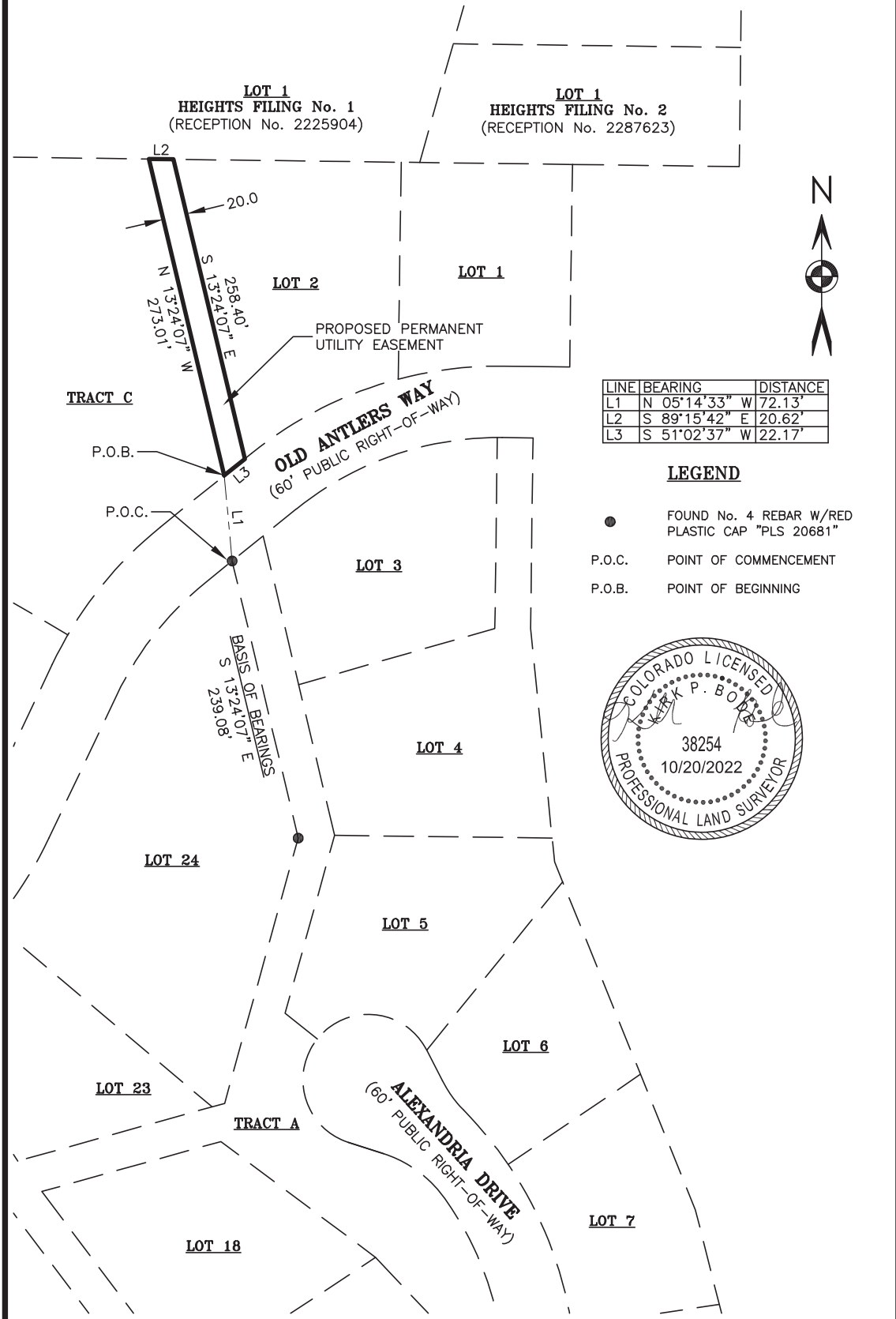
Containing a calculated area of 5,314 square feet (0.122 acres) of land, more or less.



Kirk P. Bode  
State of Colorado Professional Land Surveyor No. 38254  
For and on behalf of Barron Land, LLC

**BARRON**  **LAND**  
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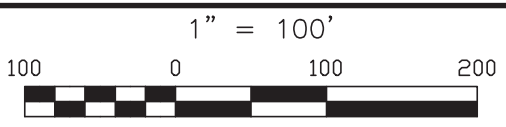
# EXHIBIT A



LINE	BEARING	DISTANCE
L1	N 05°14'33" W	72.13'
L2	S 89°15'42" E	20.62'
L3	S 51°02'37" W	22.17'

**LEGEND**

- FOUND No. 4 REBAR W/RED PLASTIC CAP "PLS 20681"
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



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