



DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **AGGREGATE INDUSTRIES WRC, INC.**, a Colorado Corporation, whose address is 3555 North Marksheffel Road, Colorado Springs, Colorado 80939, El Paso County Tax Schedule Number 5300-00-0621, hereinafter called the GRANTOR, for and in consideration of the sum of Ten Dollars and No Cents, (\$10.00), and other good and valuable consideration in hand paid by DL Holdings, LLC, a Colorado Limited Liability Company, whose address is Capital Drive, Colorado Springs Colorado, 80939, El Paso County Tax Schedule Number 5300-00-0552, hereinafter called the GRANTEE, the receipt and sufficiency is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto said GRANTEE, its heirs, successors or assigns, a DRAINAGE EASEMENT ("Easement") only along, over and across the following described premises, (hereinafter the "Premises"):

See attached Exhibits A

This Easement is made subject to the following terms and conditions:

1. The purpose of this Easement is to provide private storm-water drainage and the related improvements, including, but not limited to, grading, and maintenance access to said storm-water drainage improvements within the Easement, as identified on the attached Exhibits C (collectively, the "Improvements").

2. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises.

3. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the Improvements within the Premises in a reasonable condition for their intended purposes.

4. GRANTOR hereby reserves for itself and its successors and assigns, the right to use the Premises for such purposes and for such improvements as GRANTOR may elect, so long as said uses and purposes do not unreasonably interfere with or obstruct the Improvements, or the Easement and rights granted herein.

5. GRANTEE shall secure all permits, licenses and approvals required by any governmental authority for the use, construction upon or improvement of the Premises prior to such construction of the Improvements within the Premises by GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use of or improvement of the Premises.

6. In no event shall GRANTEE allow any mechanic's or materialmen's liens to attach against the Premises for materials supplied or work performed at the request of, or for the benefit of, GRANTEE, and GRANTEE shall indemnify and hold GRANTOR harmless from and cost or expense, including reasonable attorneys' fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.

7. GRANTOR hereby covenants with the GRANTEE that it has good title to the afore-described Premises, that it has good and lawful right to grant this Easement, that it will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomever.

8. The GRANTOR agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTEE, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTOR'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTOR'S activities on the Easement. Likewise, the GRANTEE agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTOR, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement.

9. The Easement is for the benefit of GRANTEE, the successors and assigns of GRANTEE, and GRANTEE shall hold the Easement and exercise the rights granted hereunder for the benefit of the GRANTEE. Except as otherwise stated herein, the Easement shall be exclusive to the entities comprising the GRANTEE. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Exhibit A and Exhibit B hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns.

10. In the event that any party to this Easement (including any successors and assigns of the original parties) shall breach this Easement, the non-breaching party may recover all reasonable costs and expenses of enforcement including but not limited to attorneys' fees.

11. This document shall replace the previous drainage easement in the records of the clerk and recorder's office in El Paso County, Colorado filed under reception number 221022117. Only paragraph 9 was amended.



ATTACHMENT A

LEGAL DESCRIPTION OF DRAINAGE EASEMENT



102 E. Pikes Peak Ave., 5<sup>th</sup> Floor  
Colorado Springs, CO 80903  
Mail to: PO Box 1360  
Colorado Springs, CO 80901  
719.955.5485

**DWIRE STORAGE YARD  
DETENTION POND OUTFALL EASEMENT  
EXHIBIT "A"**

**BASIS OF BEARINGS:** A PORTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO. THE SECTION CORNER COMMON TO SECTIONS 28,29, 32, AND 33 BEING MONUMENTED WITH A 3" ALUMINUM CAP STAMPED "PLS 38256", FROM WHICH A YELLOW PLASTIC CAP STAMPED "PLS 37909", BEARS S89°58'59"E, A DISTANCE OF 861.03 FEET.

**LEGAL DESCRIPTION:**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE AFORESAID YELLOW PLASTIC CAP;  
THENCE N89°58'59"W ALONG SAID SECTION LINE A DISTANCE OF 77.44 FEET;  
THENCE N00°01'01"E A DISTANCE OF 132.65 FEET;  
THENCE S89°58'59"E A DISTANCE OF 98.68 FEET;  
THENCE S09°06'45"W A DISTANCE OF 134.34 FEET TO THE AFORESAID SOUTH LINE OF SECTION 28 AND THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 11,681 S.F. (0.268 ACRES MORE OR LESS).

PREPARED BY:

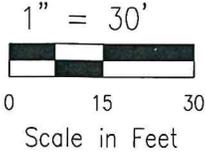
VERNON P. TAYLOR, COLORADO PLS NO. 25966  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
102 E. PIKES PEAK AVE., 5<sup>TH</sup> FLOOR  
COLORADO SPRINGS, CO 80903



ATTACHMENT B

DRAINAGE EASEMENT IMPROVEMENTS

# DETENTION POND OUTFALL EASEMENT EXHIBIT "A"



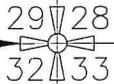
\*UNPLATTED\*  
SPECIAL WARRANTY DEED  
REC. NO. 219012728

EAST FORK  
SAND CREEK  
SUB-TRIBUTARY  
100 YEAR  
FLOODPLAIN

S89°58'59"E 98.68'

\*UNPLATTED\*  
SPECIAL WARRANTY DEED  
RECEPTION NO. 205184816

3" ALUMINUM CAP  
STAMPED "PLS 38256"  
EXISTING MARKSHEFFEL ROAD  
(ROW WIDTH VARIES)



N00°01'01"E 132.65'

OUTFALL EASEMENT  
11,881 SF  
0.268 AC +/-

S09°06'45"W 134.34'

BASIS OF BEARING

N90°W [REC]

S89°58'59"E 861.03'

N89°58'59"W 77.44'

10' DRAINAGE EASEMENT  
DEDICATED BY PLAT AT  
BOOK Z-3 PAGE 125  
REC. NO. 001340023

POINT OF  
COMMENCING  
YELLOW PLASTIC CAP  
STAMPED "PLS 37909"

LOT 3

LOT 7

\*MARKSHEFFEL INDUSTRIAL PARK\*  
REC. NO. 001340023  
BOOK Z-3 PAGE 125

THIS DRAWING DOES NOT REPRESENT  
A MONUMENTED LAND SURVEY AND  
IS ONLY INTENDED TO DEPICT THE  
LEGAL DESCRIPTION.

DETENTION POND  
OUTFALL EASEMENT  
EXHIBIT "B"  
JOB NO. 43-117  
DATE PREPARED: 08/27/2019



102 E. PIKES PEAK AVE., 5TH FLOOR  
COLORADO SPRINGS, CO 80903  
PHONE: 719.955.5485

SHEET 1 OF 1