

## NON-EXCLUSIVE PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CS POWERS & GALLEY, LLC, a Delaware Limited Liability Company whose mailing address is 510 S Neil St, Champaign, IL 61820, (hereinafter "Grantor"), for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), has given and granted and by these presents does hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT, being hereinafter referred to as the Permanent Easement, said Permanent Easement being only along, over and across the following described premises situate in the County of El Paso, State of Colorado:

Tract B, Solace Apartments Filing No. 1.

This Permanent Easement is for the following purposes related to the concrete channel improvements on Tract B Solace Apartment Filing, No. 1 and abutting the adjacent County-owned drainage tract, which includes, but are not limited to: structural maintenance and repair, replacement, operation, ingress and egress.

Maintenance and repair to channel improvements do not include snow, weed, and rubbish removal. While Grantee shall make reasonable efforts to avoid damage, Grantee shall not be required to restore or replace vegetation, ground cover, or trees that may be damaged as a result of Grantee's use of the Permanent Easement.

Grantor shall not construct improvements in the Permanent Easement that would unreasonably interfere with the Grantee's use of the Permanent Easement. No trees or shrubs that will impair the structural integrity of the concrete channel improvements shall be planted or allowed to grow in the Permanent Easement and may be removed by the Grantee with no compensation to Grantor.

Grantor hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this Permanent Easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor (have/has) executed this Non-Exclusive Permanent Easement this 9<sup>th</sup> day of July, 2021.

GRANTOR:

CS Powers & Galley, LLC  
A Delaware Limited Liability Company

By: Ryan Tobias

Ryan Tobias, Manager - CS Powers & Galley, LLC

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State of Colorado )
) ss
County of El Paso )

The foregoing instrument was acknowledged before me this 9th day of July, 2024, by Ryan Tobias as Manager of CS Powers & Galley, LLC, a Delaware Limited Liability Company

Witness my hand and official seal.

[Signature of Alexis Cook]
Notary Public

ALEXIS COOK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES AUG. 08, 2029
ACTING IN THE COUNTY OF Washtenaw



My Commission Expires: 8/8/2029

Attest:

Board of County Commissioners
of El Paso County, Colorado

By: \_\_\_\_\_
County Clerk and Recorder

By: \_\_\_\_\_
Cami Bremer, Chair

State of Colorado )
) ss
County of El Paso )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Cami Bremer, Chair, Board of County Commissioners of El Paso County, Colorado, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_