

DRAINAGE 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 is hereby acknowledged, **THE FOUNDATION FOR COLORADO SPRINGS' FUTURE, INC.**, a Colorado nonprofit corporation, whose address is 102 N. Cascade Avenue, Suite 400, Colorado Springs, CO 80903 (the "Grantor"), hereby grants, bargains, sells and conveys to **4-WAY RANCH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Seter & Vander Wall, P.C., 7400 East Orchard Road, Suite 3300, Greenwood Village, Colorado 80111 (the "District"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain drainage improvements and appurtenances thereto, including grading for flood and surface drainage and other necessary drainage improvements (the "Improvements") in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises"). Said Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, and successors, 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 installation, 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, on any part of the Premises; however, such limitation shall not preclude plantings on the Premises, so long as such plantings do not interfere with the District's use of the Easement. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, situated on the Premises as of the date of this Easement Agreement may be removed by and 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, 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 the extent necessary for the operation and maintenance of the Improvements.

6. The District agrees that at such time and in the event that the Improvements and/or Easement described herein are 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.

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

8. 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.

9. Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with the use of the Premises and any benefits of this Easement conferred upon the District and its successors, or do not unreasonably interfere with the use of the Premises and any benefits which remain with the Grantor and its successors, such determination to be made by the District in its reasonable discretion.

[Remainder of Page Intentionally Left Blank]

[Acceptance Page for Drainage Easement Agreement]

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Drainage Easement made pursuant to this Agreement.

By: [Signature]

Date: 5/19/16

EXHIBIT A
Legal Description of Drainage Easement


Exhibit A to Drainage Easement Agreement (Page 1 of 5)
EDWARD-JAMES SURVEYING, INC.

 January 13, 2016
 Job No. 557.00
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LEGAL DESCRIPTION (LOT 15 DRAINAGE EASEMENT)

A PORTION OF LOT 15, 4 WAY RANCH FILING NO. 1 AS PLATTED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NUMBER 206712416, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY LINE OF LOT 35, 4 WAY RANCH FILING NO. 1 BEING MONUMENTED AT BOTH ENDS BY A 1 1/2" ALUMINUM CAP STAMPED "JR ENG PLS 31161" CONSIDERED TO BEAR N66°55'32"W A DISTANCE OF 603.52 FEET.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 15, SAID POINT BEING THE POINT OF BEGINNING; THENCE CLOCKWISE AND ON THE BOUNDARY OF SAID LOT 15 THE FOLLOWING FOUR (4) COURSES:

1. S01°31'24"W A DISTANCE OF 235.88 FEET;
2. S64°09'32"W A DISTANCE OF 79.79 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 05°32'59", A RADIUS OF 2,540.00 FEET, AND A LENGTH OF 246.02 FEET;
4. N18°58'20"W A DISTANCE OF 85.06 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N20°20'14"W HAVING A DELTA OF 05°30'14", A RADIUS OF 2,455.00 FEET, AND A LENGTH OF 235.82 FEET TO THE POINT OF TANGENT; THENCE N84°09'32"E A DISTANCE OF 94.53 FEET; THENCE N01°09'39"E A DISTANCE OF 48.80 FEET; THENCE N27°44'35"W A DISTANCE OF 38.79 FEET; THENCE N43°54'23"W A DISTANCE OF 88.10 FEET; THENCE N54°29'16"W A DISTANCE OF 80.07 FEET; THENCE N59°20'55"W A DISTANCE OF 68.71 FEET; THENCE N65°11'28"W A DISTANCE OF 50.56 FEET; THENCE N23°04'28"E A DISTANCE OF 21.57 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 15; THENCE S66°55'32"E AND ON THE SAID NORTH LINE OF LOT 15 A DISTANCE OF 292.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 45,199 SQUARE FEET OR 1.038 ACRES.

LEGAL DESCRIPTION (LOT 35 DRAINAGE EASEMENT)

A PORTION OF LOT 35, 4 WAY RANCH FILING NO. 1 AS PLATTED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NUMBER 206712416, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY LINE OF LOT 35, 4 WAY RANCH FILING NO. 1 BEING MONUMENTED AT BOTH ENDS BY A 1 1/2" ALUMINUM CAP STAMPED "JR ENG PLS 31161" CONSIDERED TO BEAR N66°55'32"W A DISTANCE OF 603.52 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 35, SAID POINT BEING THE POINT OF BEGINNING; THENCE N66°55'32"W AND ON THE SOUTH LINE OF LOT 35 A DISTANCE OF 292.44 FEET; THENCE N23°04'28"E A DISTANCE OF 63.36 FEET; THENCE N59°52'40"E A DISTANCE OF 84.19 FEET; THENCE N86°03'30"E A DISTANCE OF 15.08 FEET; THENCE S18°16'03"E A DISTANCE OF 56.56 FEET; THENCE S24°59'00"E A DISTANCE OF 35.53 FEET; THENCE S41°47'13"E A DISTANCE OF 82.38 FEET; THENCE S47°45'11"E A DISTANCE OF 33.32 FEET; THENCE S88°01'13"E A DISTANCE OF 20.78 FEET; THENCE N02°21'13"W A DISTANCE OF 9.22 FEET; THENCE N00°00'00"E A DISTANCE OF 86.08 FEET; THENCE N00°59'49"W A DISTANCE OF 123.59 FEET; THENCE N00°02'49"W A DISTANCE OF 8.90 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 35; THENCE S66°55'32"E AND ON THE NORTH LINE OF SAID LOT 35 A DISTANCE OF 52.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 35; THENCE S01°58'45"W AND ON THE EAST LINE OF SAID LOT 35 A DISTANCE OF 267.86 TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 30,300 SQUARE FEET OR 0.696 ACRES.

LEGAL DESCRIPTION (LOT 36 DRAINAGE EASEMENT)

A PORTION OF LOT 36, 4 WAY RANCH FILING NO. 1 AS PLATTED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NUMBER 206712416, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



Exhibit A to Drainage Easement Agreement (Page 2 of 5)

EDWARD-JAMES SURVEYING, INC.

January 13, 2016

Job No. 557.00

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BASIS OF BEARINGS: THE SOUTHERLY LINE OF LOT 36, 4 WAY RANCH FILING NO. 1 BEING MONUMENTED AT BOTH ENDS BY A 1 1/2" ALUMINUM CAP STAMPED "JR ENG PLS 31161" CONSIDERED TO BEAR N88°55'32"W A DISTANCE OF 425.99 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 36, SAID POINT BEING THE POINT OF BEGINNING; THENCE N88°55'32"W AND ON THE SOUTH LINE OF LOT 36 A DISTANCE OF 52.59 FEET; THENCE N00°04'28"W A DISTANCE OF 80.18 FEET; THENCE N12°29'26"W A DISTANCE OF 68.45 FEET; THENCE N29°38'18"W A DISTANCE OF 59.99 FEET; THENCE N31°42'11"W A DISTANCE OF 50.05 FEET; THENCE N07°57'03"W A DISTANCE OF 48.29 FEET; THENCE N11°15'38"W A DISTANCE OF 140.78 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LOT 36; THENCE CLOCKWISE AND ON THE BOUNDARY OF SAID LOT 36 THE FOLLOWING THREE (3) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S44°15'12"E HAVING A DELTA OF 03°38'11", A RADIUS OF 1,085.00 FEET, AND A LENGTH OF 67.59 FEET;
2. S28°06'29"E A DISTANCE OF 415.84 FEET;
3. S38°56'07"W A DISTANCE OF 145.18 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 50,401 SQUARE FEET OR 1.157 ACRES.

LEGAL DESCRIPTION STATEMENT

I, JAMES L. SINCOVEC, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

JAMES L. SINCOVEC, PROFESSIONAL LAND SURVEYOR
 COLORADO PLS NO. 17502
 FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

Exhibit A to Drainage Easement Agreement (Page 4 of 5)

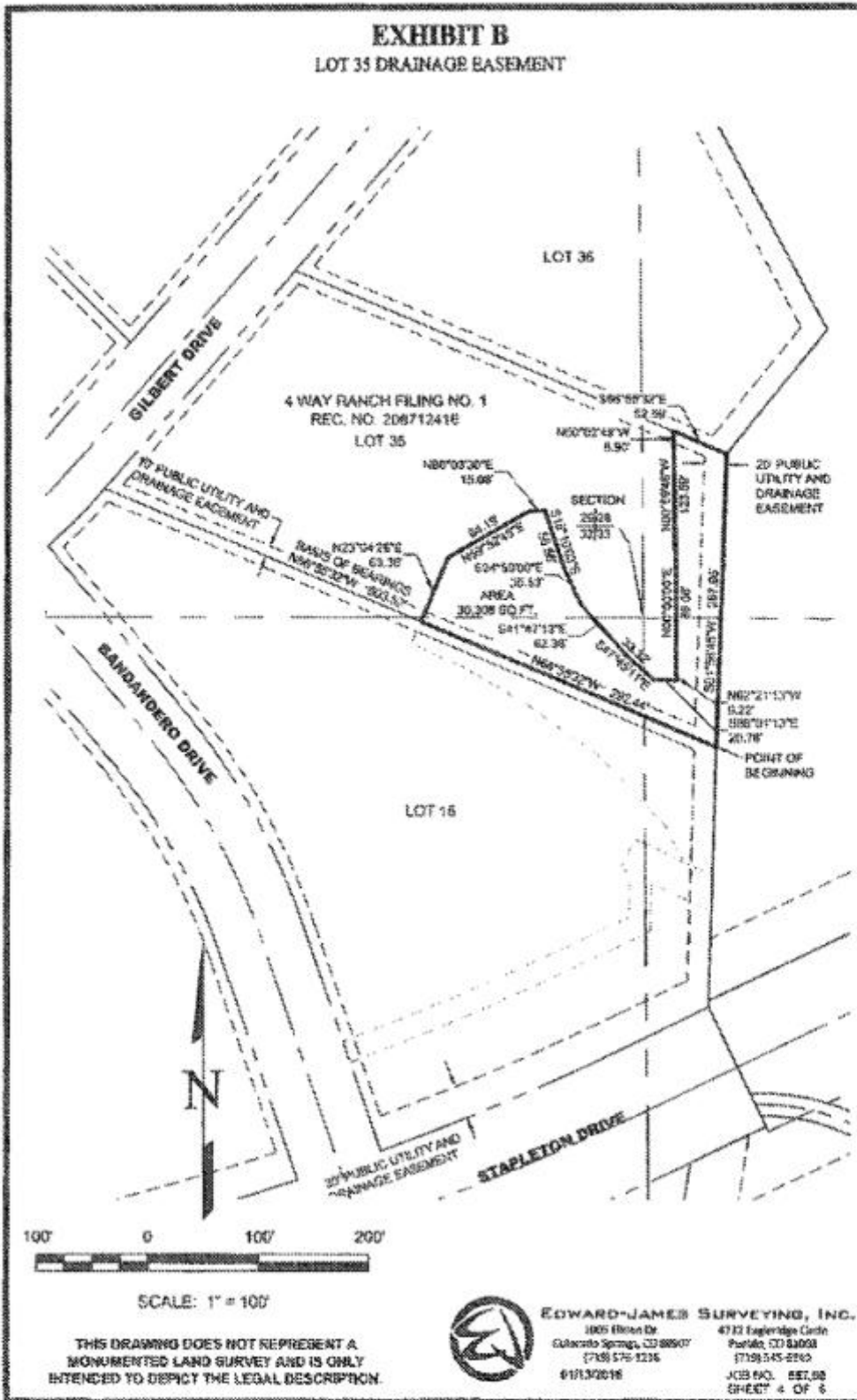
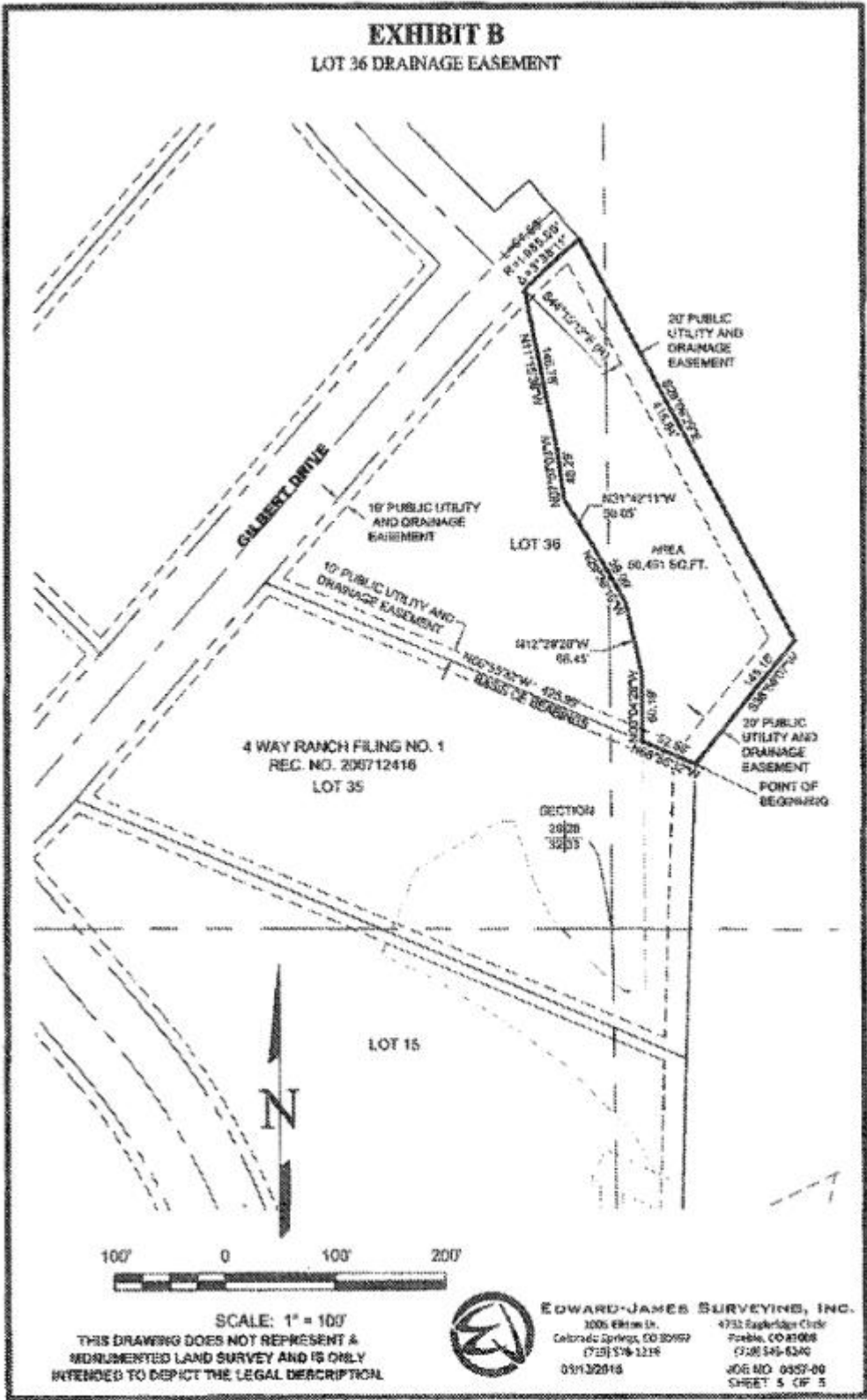


Exhibit A to Drainage Easement Agreement (Page 5 of 5)



SCALE: 1" = 100'
THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION



EDWARD-JAMES SURVEYING, INC.
1005 E. Hwy 101, Colorado Springs, CO 80902
(719) 578-1218
03132016

4732 EagleRidge Circle
Fossil, CO 81008
(719) 545-6240
JOB NO. 0357-00
SHEET 5 OF 5