



Planning and Community
Development Department
2880 International Circle
Colorado Springs, Colorado 80910
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Fax: 719.520.6695
Website www.elpasoco.com

DEVIATION REQUEST AND DECISION FORM

Updated: 6/26/2019

PROJECT INFORMATION

Project Name : Pete Lien & Sons Batch Plant
Schedule No.(s) : 42000-00-405
Legal Description : THE SOUTH HALF OF THE SOUTHWEST QUARTER AND THE WEST 528 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, TOWNSHIP 12 S, R26W OF THE WEST PM, EL PASO COUNTY, COLORADO EXCEPTING THEREFROM THOSE PARCELS CONVEYED TO EL PASO COUNTY RECORDED APRIL 28, 2016 UNDER REC 215041107 AND 215041108.

APPLICANT INFORMATION

Company : Pete Lien & Sons, Inc.
Name : Danielle Wiebers
 Owner Consultant Contractor
Mailing Address : PO Box 440
Rapid City, SD 57702

Phone Number : 605-342-7224
FAX Number : 605-342-6979
Email Address : DWiebers@petelien.com

ENGINEER INFORMATION

Company : Fehr & Peers (traffic study) / Kiowa Engineering Corporation
Name : Ann T. Bowers / Matt Erichsen Colorado P.E. Number : 31955 (Bowers) /
36713 (Erichsen)
Mailing Address : Fehr & Peers
518 17th Street, Suite 1100
Denver, CO 80202

Kiowa Engineering Corporation
7171 W. Jefferson Avenue, Suite 2200
Lakewood, Colorado 80235
Phone Number : 720-539-7230 (Bowers) (303) 692-0369 (Erichsen)
FAX Number : N/A
Email Address : a.bowers@fehrandpeers.com, merichsen@kiowaengineering.com,

OWNER, APPLICANT, AND ENGINEER DECLARATION

To the best of my knowledge, the information on this application and all additional or supplemental documentation is true, factual and complete. I am fully aware that any misrepresentation of any information on this application may be grounds for denial. I have familiarized myself with the rules, regulations and procedures with respect to preparing and filing this application. I also understand that an incorrect submittal will be cause to have the project removed from the agenda of the Planning Commission, Board of County Commissioners and/or Board of Adjustment or delay review until corrections are made, and that any approval of this application is based on the representations made in the application and may be revoked on any breach of representation or condition(s) of approval.


Signature of owner (or authorized representative)

8/20/19
Date

Engineer's Seal, Signature
And Date of Signature



DEVIATION REQUEST (Attach diagrams, figures, and other documentation to clarify request)

A deviation from the standards of or in Section **Table 2-4** and **Section 2.2.4.A.2** of the Engineering Criteria Manual (ECM) is requested.

Identify the specific ECM standard which a deviation is requested:

Deviation is being requested from the ECM standard prohibiting direct parcel access to a Principal Arterial. Stapleton Drive is a Principal Arterial and site access for the proposed Pete Lien & Sons Batch Plant is being sought off of Stapleton Drive. The site plan featuring proposed access location is attached.

State the reason for the requested deviation:

There is no private road or local road that would allow access to the property. Due to wetlands adjacent to Judge Orr Road, access cannot be obtained without hardship. While Judge Orr Road (minor arterial) is a lower classification roadway, access is proposed to Stapleton Drive rather than Judge Orr Road due to existing wetlands and 100 year flood plain adjacent to Judge Orr (see attached). Traversing the wetlands and drainage way to gain access via Judge Orr Road would result in undue hardship to the proposed development.

Explain the proposed alternative and compare to the ECM standards (May provide applicable regional or national standards used as basis):

Access is proposed to Stapleton Road rather than Judge Orr Road due to existing wetlands adjacent to Judge Orr. Traversing the wetlands to gain access via Judge Orr Road would result in undue hardship to the proposed development. The alternative is to provide access to Stapleton Road. The proposed access to Stapleton Road is located as far away from the intersection of Judge Orr Road and Stapleton Drive to avoid conflict with the operations of this intersection and to accommodate the recommended auxiliary turn lanes. The access is located on the northern property line, approximately 1,250 feet north of the intersection with Judge Orr Road.

Analysis included within the traffic study does not indicate that the intersection, if allowed to operate as a full-movement intersection, would meet signal warrants. It is understood that future improvements to Stapleton Road include a median thereby modifying the proposed full-movement access to a right-in/right-out access in the future. In support of this deviation request, the CDOT Access code is cited.

Per the CDOT Access Code, Section 3.8 CATEGORY R-A – Regional Highway:

(2) When application is made, one access shall be granted per parcel of land if reasonable access cannot be obtained from the local street or road system. Reasonable local access will be determined in consultation with the appropriate local authority. A determination of reasonable access from a local street or road should include consideration of the local street or road function, purpose, capacity, operational and safety conditions and opportunities to improve the local street or road. Direct access to the highway should not be denied if the alternative local access would create a significant operational or safety problem at the alternative location and the direct access to the state highway would not be a significant problem to the highway.

(3) (a) The standard for the spacing of all intersecting public ways and other accesses that will be full movement, or are or may become signalized, is one-half mile intervals, and based upon section lines where feasible. Exceptions to this one-half mile standard shall not be permitted unless the proposal documents that there are no other reasonable alternatives to achieve a one-half mile interval, there is a documented necessity for the intersection at the proposed location, and a signal study acceptable to the Department is completed in accordance with section 2.3(5).

(b) Not Applicable (signal progression).

(c) Where topography or other existing conditions make one-half mile intervals inappropriate or not feasible, location of the access shall be determined with consideration given to topography, established property ownerships, unique physical limitations and or unavoidable or pre-existing historical land use patterns and physical design constraints with every attempt to achieve a spacing of one-half mile. The final location should serve as many properties and interests as possible to reduce the need for additional direct access to the state highway. In selecting locations for full movement intersections, preference shall be given to public ways that meet or may be reasonably expected to meet signal warrants in the foreseeable future.

LIMITS OF CONSIDERATION

(At least one of the conditions listed below must be met for this deviation request to be considered.)

- The ECM standard is inapplicable to the particular situation.
- Topography, right-of-way, or other geographical conditions or impediments impose an undue hardship and an equivalent alternative that can accomplish the same design objective is available and does not compromise public safety or accessibility.
- A change to a standard is required to address a specific design or construction problem, and if not modified, the standard will impose an undue hardship on the applicant with little or no material benefit to the public.

Provide justification:

Current flood zone maps identify 100 year and 500 year areas along the Judge Orr frontage. Further wetlands studies identified wetlands on the eastern half of the parcel plus burrowing owl habitat within the wetlands. An exhibit showing the wetlands and flood plain is attached.

In addition, the proposed deviation would locate the access point within an established permanent easement per El Paso County Board of County Commissioners Resolution no. 14-472, which permits access off of Stapleton Drive (easement is attached). The 2007 Stapleton Corridor Study (preferred access control concept attached) does not include a preferred access point for the project site. Since the easement permits parcel access off Stapleton Drive and the proposed access does not conflict with the Stapleton Corridor Study, site access from Stapleton Drive should be permitted in order to avoid disrupting the wetlands and burrowing owl habitat adjacent to Judge Orr Road.

CRITERIA FOR APPROVAL

Per ECM section 5.8.7 the request for a deviation may be considered if the request is **not based exclusively on financial considerations**. The deviation must not be detrimental to public safety or surrounding property. The applicant must include supporting information demonstrating compliance with **all of the following criteria**:

The deviation will achieve the intended result with a comparable or superior design and quality of improvement.

With recommended auxiliary turn lane implementation on Stapleton Drive, the access will meet CDOT criteria for access to this type of facility.

The deviation will not adversely affect safety or operations.

With recommended auxiliary lane implementation on Stapleton Drive, the access will meet CDOT criteria for access to this type of facility.

The deviation will not adversely affect maintenance and its associated cost.

The proposed access to Stapleton Drive will not have an impact on maintenance practices or the cost of maintenance on the roadway because the driveway access is private. Maintenance of the proposed access will be the responsibility of the property owner but the access will also be shared with the adjacent parcel to the North. Once a shared access agreement has been reached, the details of the agreement will be shared with the site development plan application.

The deviation will not adversely affect aesthetic appearance.

The proposed access to Stapleton Drive meets the criteria outlined in Table 2-3. Roadway Design Criteria. The proposed access will not adversely affect aesthetic appearance because it will be constructed to El Paso County driveway standards.

Minimize Space Devoted to Road Use

It is desirable to minimize local road mileage, thereby reducing construction and maintenance costs, as well as permitting the most efficient use of land. Roads should also have an appearance commensurate with their function.

Roads should be designed to complement local character.

The proposed access will serve both this property and the property to the north thereby reducing the number of access points to Stapleton Drive and making efficient use of this land and the adjacent land. The access will be designed to complement the local rural character.

Relate Road to Topography

Local roads are more attractive and economical if constructed to closely adhere to topography (minimize cut and fill).

The important role that roads play in the overall storm drainage system can be enhanced by closely following existing topography.

The proposed access point will have minimal cut and fill and will closely follow the existing topography.

Layout Road to Achieve Optimum Subdivision of Land

The arrangement of roads should allow for economical and practical patterns, shapes, and sizes of adjacent lots. Roads as a function of land use must not unduly hinder the development of land.

Distances between roads, number of roads, and related elements all have a bearing on efficient subdivision of an area. Access to adjoining properties should also be encouraged

The proposed access point will serve both this property and the property to the north and does not unduly hinder the development of adjacent land. Given the industrial nature of the proposed project, aesthetic issues are not a factor in locating the site access or ready-mix plant location. The perimeter of the plant will be 650' from the Stapleton Road access point, but only 350' from Judge Orr Road, so the plant would be less visible from Stapleton Road.

The deviation meets the design intent and purpose of the ECM standards.

The proposed access meets ECM Standards for access spacing, alignment, sight distance, width, and clearance from intersections.

Access Spacing:

According to Table 2-35 in ECM 2.4.1, a 45 mph two-lane road requires a sight distance of at least 765 feet for multi-unit trucks to enter and exit an access point. The proposed access point will be located approximately 1,250 feet north of the intersection with Judge Orr Road, thus providing adequate spacing from the nearest intersection. The sight distance north of the proposed access is unobstructed by any natural growth or built structures.

Alignment:

The proposed access meets the requirement to provide a 90 degree horizontal alignment with Stapleton Drive (the adjacent roadway).

Vertical Alignment requirement: Maximum access grades are 4% for commercial and industrial properties with a required 30-foot landing length. The grade does not exceed the maximum allowable amount. The proposed access does not cross an existing sidewalk.

Sight Distance:

The deviation meets the design intent and purpose of the ECM standards.

A field review sight distance evaluation was conducted for the proposed Plant access point on Stapleton Drive. The field review determined that the proposed access point has no sight distance issues for passenger vehicles, cement trucks, or tractor trailers accessing the site. The sight distance along Stapleton Drive for vehicles traveling to the proposed access meets the ECM sight-distance along roadways requirement (400 feet of design sight distance on a 45 mph roadway) in both directions. Given the undeveloped nature of the surrounding area, there are no billboards or tall buildings to obstruct the sight distance. Per the access spacing shared above, there are no entering sight distance conflicts with the ECM standards for the proposed access point.

Access Width:

The proposed access point will be 40 feet wide, which meets the maximum allowable width for a two-way industrial access point listed in the ECM standards.

Clearance from Intersections:

ECM standards require access points to industrial parcels fronting nonresidential roadways shall be located a minimum of 115 to 480 feet from the point of curvature of tangency of the curb line at the nearest intersection. The proposed access point is located over 1,000 feet from the curvature point.

The deviation meets the control measure requirements of Part I.E.3 and Part I.E.4 of the County's MS4 permit, as applicable.

The drainage and erosion control analysis is not required with a rezoning application. Control measure requirements of Part I.E.3 and part I.E.4 of the County MS4 permit will be addressed on the subsequent Site Development Plan application.

REVIEW AND RECOMMENDATION:

Approved by the ECM Administrator

This request has been determined to have met the criteria for approval. A deviation from Section _____ of the ECM is hereby granted based on the justification provided.

Γ Γ

L J

Denied by the ECM Administrator

This request has been determined not to have met criteria for approval. A deviation from Section _____ of the ECM is hereby denied.

Γ Γ

L J

ECM ADMINISTRATOR COMMENTS/CONDITIONS:

1.1. PURPOSE

The purpose of this resource is to provide a form for documenting the findings and decision by the ECM Administrator concerning a deviation request. The form is used to document the review and decision concerning a requested deviation. The request and decision concerning each deviation from a specific section of the ECM shall be recorded on a separate form.

1.2. BACKGROUND

A deviation is a critical aspect of the review process and needs to be documented to ensure that the deviations granted are applied to a specific development application in conformance with the criteria for approval and that the action is documented as such requests can point to potential needed revisions to the ECM.

1.3. APPLICABLE STATUTES AND REGULATIONS

Section 5.8 of the ECM establishes a mechanism whereby an engineering design standard can be modified when if strictly adhered to, would cause unnecessary hardship or unsafe design because of topographical or other conditions particular to the site, and that a departure may be made without destroying the intent of such provision.

1.4. APPLICABILITY

All provisions of the ECM are subject to deviation by the ECM Administrator provided that one of the following conditions is met:

- The ECM standard is inapplicable to a particular situation.
- Topography, right-of-way, or other geographical conditions or impediments impose an undue hardship on the applicant, and an equivalent alternative that can accomplish the same design objective is available and does not compromise public safety or accessibility.
- A change to a standard is required to address a specific design or construction problem, and if not modified, the standard will impose an undue hardship on the applicant with little or no material benefit to the public.

1.5. TECHNICAL GUIDANCE

The review shall ensure all criteria for approval are adequately considered and that justification for the deviation is properly documented.

1.6. LIMITS OF APPROVAL

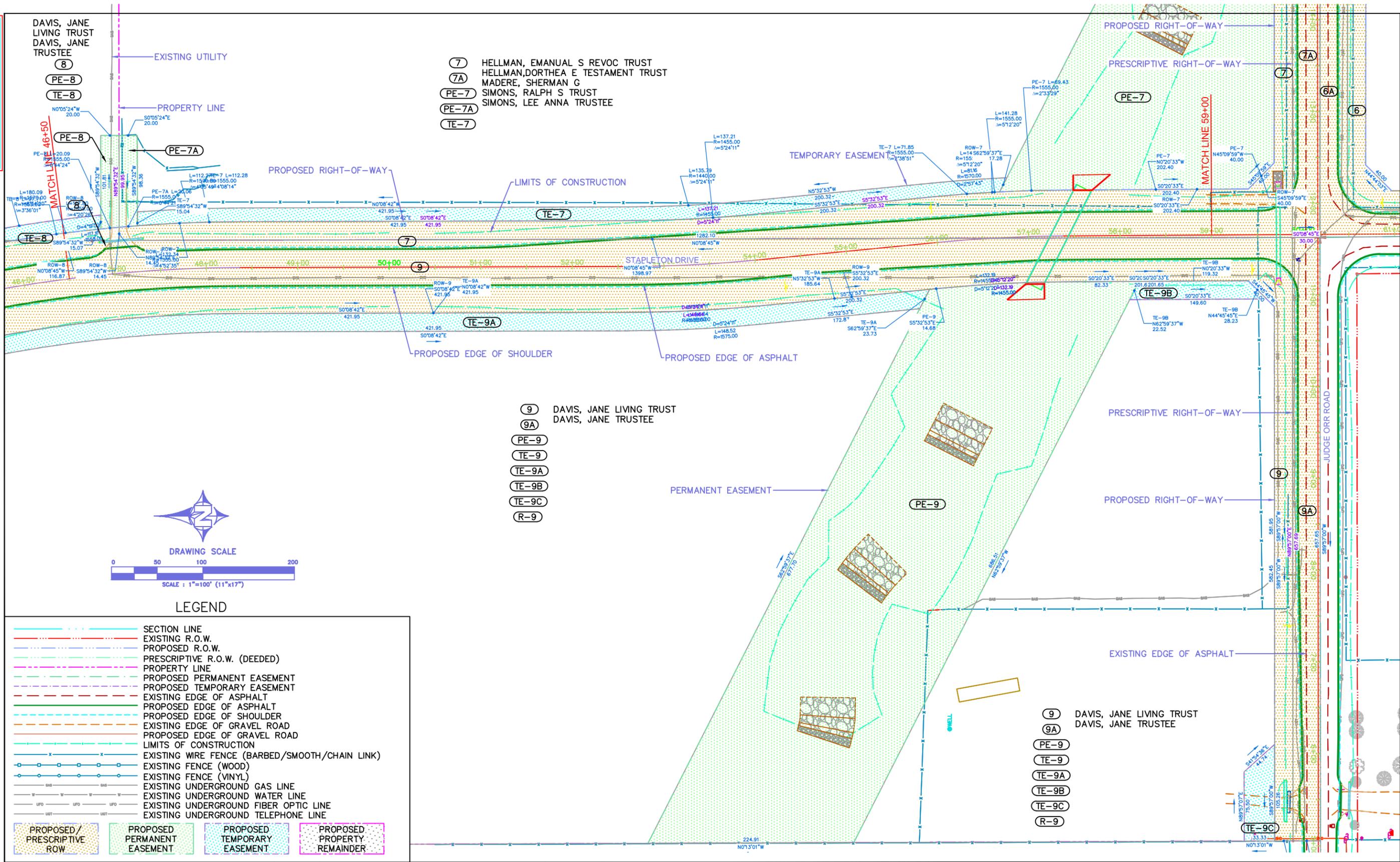
Whether a request for deviation is approved as proposed or with conditions, the approval is for project-specific use and shall not constitute a precedent or general deviation from these Standards.

1.7. REVIEW FEES

A Deviation Review Fee shall be paid in full at the time of submission of a request for deviation. The fee for Deviation Review shall be as determined by resolution of the BoCC.

CALL UTILITY NOTIFICATION CENTER OF COLORADO 811
 CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

F. O. R. 1/30/2014



LEGEND	
	SECTION LINE
	EXISTING R.O.W.
	PROPOSED R.O.W.
	PRESCRIPTIVE R.O.W. (DEEDED)
	PROPERTY LINE
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY EASEMENT
	EXISTING EDGE OF ASPHALT
	PROPOSED EDGE OF ASPHALT
	PROPOSED EDGE OF SHOULDER
	EXISTING EDGE OF GRAVEL ROAD
	PROPOSED EDGE OF GRAVEL ROAD
	LIMITS OF CONSTRUCTION
	EXISTING WIRE FENCE (BARBED/SMOOTH/CHAIN LINK)
	EXISTING FENCE (WOOD)
	EXISTING FENCE (VINYL)
	EXISTING UNDERGROUND GAS LINE
	EXISTING UNDERGROUND WATER LINE
	EXISTING UNDERGROUND FIBER OPTIC LINE
	EXISTING UNDERGROUND TELEPHONE LINE
	PROPOSED/PREScriptive ROW
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY EASEMENT
	PROPOSED PROPERTY REMAINDER

Computer File Information	
Creation Date:	Initials: KWD
Last Modification Date:	2/10/14 Initials: KWD
Full Path:	Proj-Cv3D-2012\Stapleton East-229036-12
Drawing File Name:	Stapleton-PPRD-1
Acad. Ver.:	C3D 12 Scale As Shown Units: Feet

Index of Revisions	
(R-)	



El Paso County
 Public Services Department
 3275 Akers Drive
 Colorado Springs, Colorado 80922-1547
 Ph: 719-520-6460 Fax: 719-520-6878
 Division of Transportation

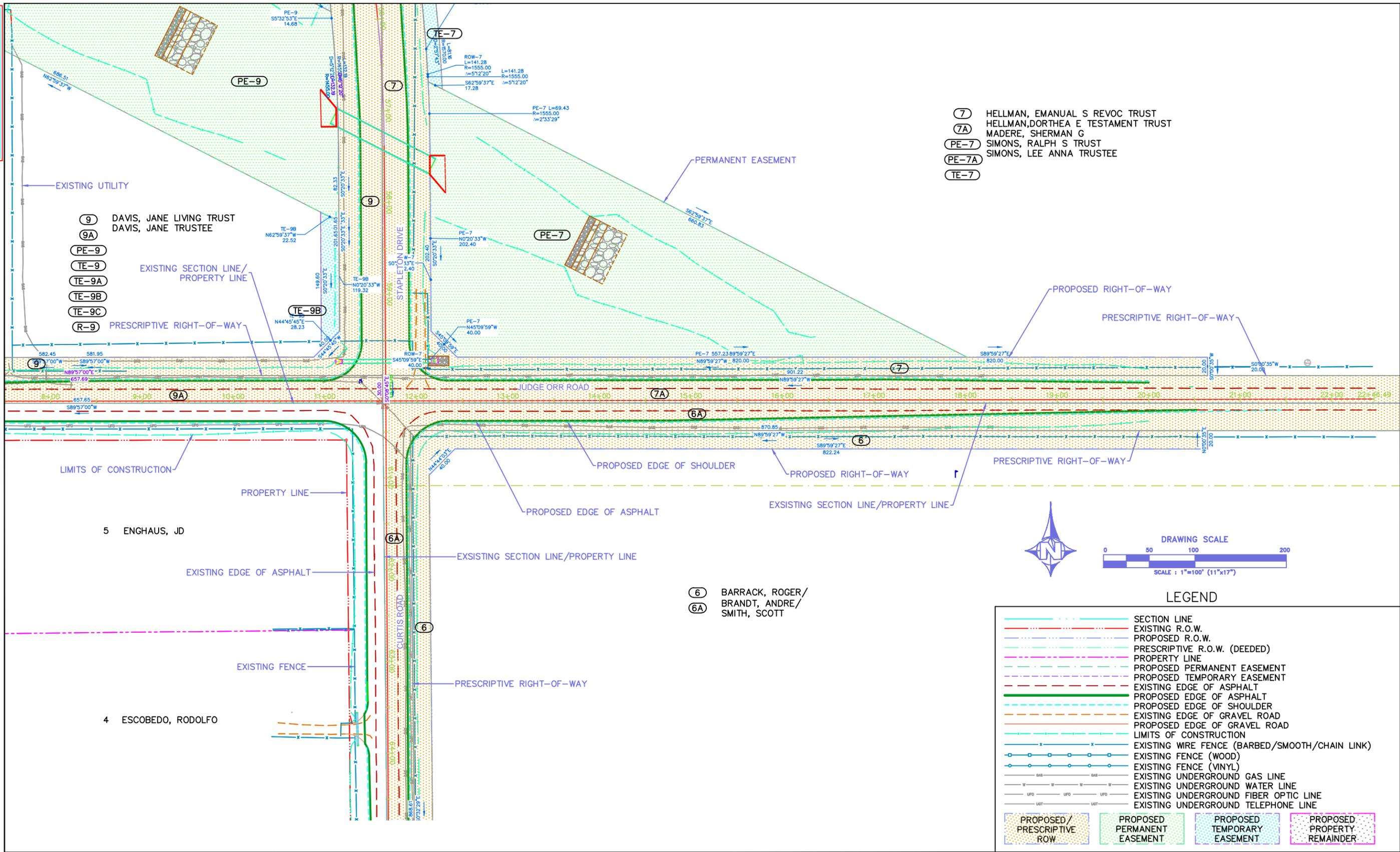
As Constructed	
No Revisions:	
Revised:	
Void:	

Stapleton Drive Extension ROW Plan - Stapleton Dr.	
Designer:	KMD
Detailer:	KWD
Sheet Subset:	
Structure Numbers	
Subset Sheets:	13 of 16

Project No./Code	229036
Sheet Number	R-13

CALL UTILITY NOTIFICATION
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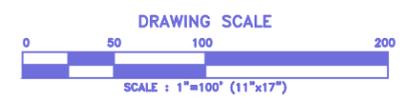
F. O. R. 1/30/2014



- ⑦ HELLMAN, EMANUAL S REVOC TRUST
- ⑦A HELLMAN, DORTEA E TESTAMENT TRUST
- PE-7 MADERE, SHERMAN G
- PE-7A SIMONS, RALPH S TRUST
- TE-7 SIMONS, LEE ANNA TRUSTEE

- ⑨ DAVIS, JANE LIVING TRUST
- ⑨A DAVIS, JANE TRUSTEE
- PE-9
- TE-9
- TE-9A
- TE-9B
- TE-9C
- R-9 PRESCRIPTIVE RIGHT-OF-WAY

- ⑥ BARRACK, ROGER/
- ⑥A BRANDT, ANDRE/
- SMITH, SCOTT



LEGEND

	SECTION LINE
	EXISTING R.O.W.
	PROPOSED R.O.W.
	PRESCRIPTIVE R.O.W. (DEEDED)
	PROPERTY LINE
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY EASEMENT
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Index of Revisions	
(R-)	



El Paso County
Public Services Department
3275 Akers Drive
Colorado Springs, Colorado 80922-1547
Ph: 719-520-6460 Fax: 719-520-6878
Division of Transportation

As Constructed	
No Revisions:	
Revised:	
Void:	

Stapleton Drive Extension ROW Plan - Judge Orr Rd.	
Designer:	KMD
Detailer:	KWD
Sheet Subset:	

Project No./Code	229036
Sheet Number	R-16

Structure Numbers	
Subset Sheets:	16 of 16

CONCEPT SITE PLAN

Pete Lien & Sons

TRANS COLORADO CONCRETE

Ready Mix Concrete Plant

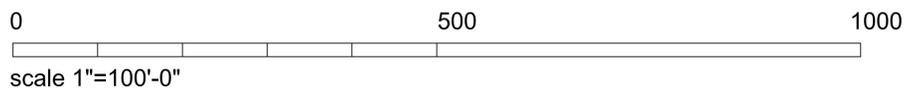
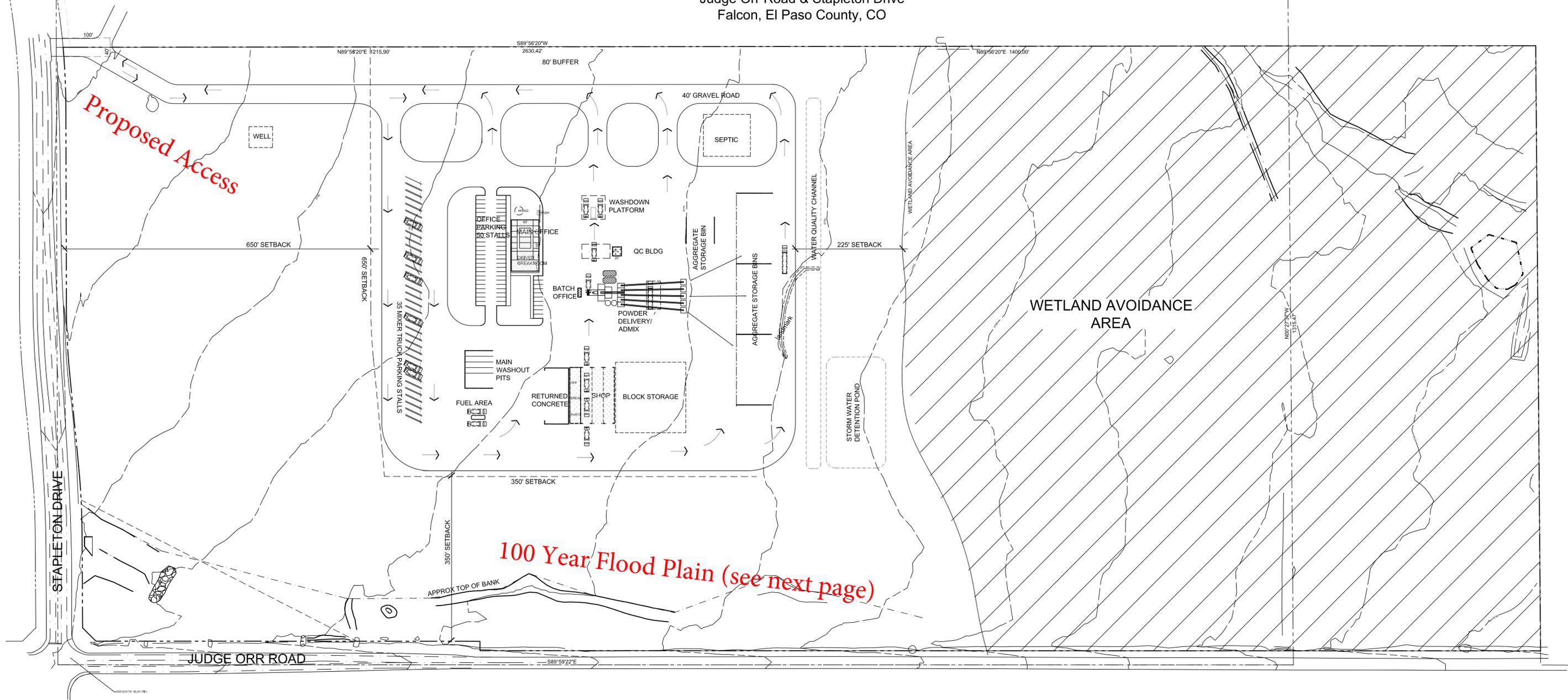
Judge Orr Road & Stapleton Drive
 Falcon, El Paso County, CO

Pete Lien & Sons
 TRANS COLORADO CONCRETE
 Judge Orr Road & Stapleton Drive Falcon, El Paso County, CO

Concepts West
 Architecture, Inc.
 Gary M. Hamilton
 Colorado Springs, CO 80903 (719) 576-1555
 Principal
 531 South Nevada Avenue - Suite 100

OVERALL
 CONCEPT
 PLAN

sheet
 SP-D3



LEGEND	
	40' CONC TRUCK
	60' AGREGATE TRUCK
	PRIMARY TRAFFIC FLOW
	5' CONTOUR

STATISTICS	
TOTAL SITE	91.86 ACRES
DEVELOPED AREA	22.6 ACRES

JUDGE ORR ROAD

STAPLETON DRIVE

Proposed Access

100 Year Flood Plain (see next page)

WETLAND AVOIDANCE AREA

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
OTHER FEATURES		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

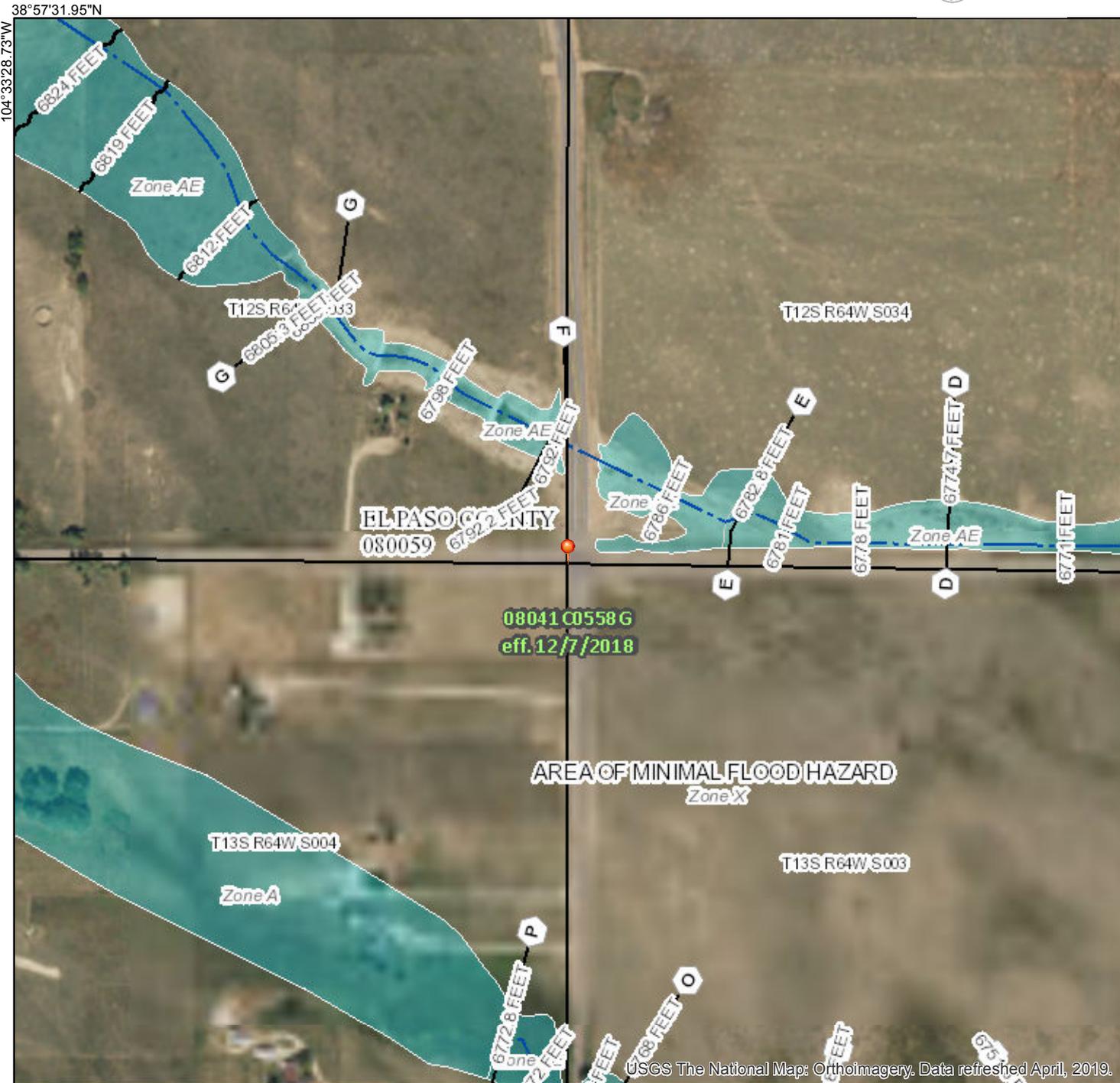


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

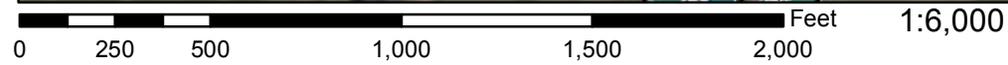
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **8/19/2019 at 4:52:41 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



38°57'31.95"N

104°33'28.73"W



38°57'3.97"N

104°32'51.27"W

USGS The National Map: Orthoimagery. Data refreshed April, 2019.

**RESOLUTION NO. 14-472****BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO****RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT AND TO APPROVE AND ACCEPT NON-EXCLUSIVE PERMANENT EASEMENT (PE-7), TEMPORARY CONSTRUCTION EASEMENT (TE-7), AND SPECIAL WARRANTY DEEDS (PARCEL 7 AND PARCEL 7A) AND TO RECOGNIZE A JOINT ACCESS EASEMENTS AND MAINTENANCE AGREEMENT REGARDING PE 8 AND PE 7A ASSOCIATED WITH THE STAPLETON ROAD EXTENSION PROJECT**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(c)-(d), 30-11-102, 30-11-103, and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board") has the legislative authority to purchase and hold real and personal property for the use of the County when deemed by the Board to be in the best interests of the County; and

WHEREAS, the Public Services Department (hereinafter "PSD") has identified a need to enter into a Memorandum of Agreement to memorialize the agreement, and to accept a Non-exclusive Permanent Easement (PE-7), a Temporary Construction Easement (TE-7), Special Warranty Deeds (Parcel 7 and Parcel 7A) and to recognize a Joint Access Easements and Maintenance Agreement regarding PE 8 and PE 7A, copies of which are attached hereto respectively as Exhibits 1, 2, 3, 4, 5 and 6 and incorporated herein by reference, from property owned by Sherman G. Madere, the Dortha E. Hellman Testamentary Trust U/W Dated December 23, 1978, the Emanuel S. Hellman Revocable Trust Dated November 18, 1982 and the Simons Family Decedents Trust Dated May 10, 1995 (hereinafter "Grantors"), said property identified on map attached as Exhibit 7 and incorporated herein, for the Stapleton Road Extension Project, to include construction, drainage, slope, maintenance, repair, replacement, operation, ingress, and egress; and

WHEREAS, Grantors agree to convey and grant to El Paso County, Non-Exclusive Permanent Easement (PE-7), Temporary Construction Easement (TE-7), and Special Warranty Deeds (Parcel 7 and Parcel 7A), and Grantor has also agreed to a Joint Access Easements and Maintenance Agreement with the adjoining property owner regarding PE 8 and PE 7A all for the sum of \$10,560.00, and an administrative settlement of \$5,000.00 for a total sum of \$15,560.00 payable to Grantors; and

WHEREAS, the Board has determined that it would serve the best interests of the public to approve the Memorandum of Agreement, and to approve and accept the Non-exclusive Permanent Easement, the Temporary Construction Easement, and the Special Warranty Deeds and to recognize the Joint Access Easements and Maintenance Agreement regarding PE 8 and PE 7A, to effectuate the hereinabove described transaction for purposes, which include, but are not limited to, construction, drainage, slope, maintenance, repair, replacement, operation, ingress, and egress, related to the Stapleton Road Extension Project.

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners hereby approves the Memorandum of Agreement, and hereby approves and accepts the Non-Exclusive Permanent Easement (PE-7), Temporary Construction Easement (TE-7), and the Special Warranty

Deeds (Parcel 7 and Parcel 7A) and recognizes the Joint Access Easements and Maintenance Agreement regarding PE 8 and PE 7A from Grantors and authorizes payment to Grantors, subject to the terms and conditions cited therein.

BE IT FURTHER RESOLVED that Dennis Hisey, duly elected, qualified member and Chair of the Board of County Commissioners, or Amy Lathen, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

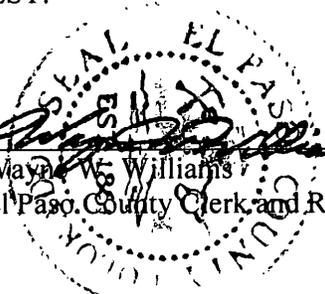
DONE THIS 16th day of December, 2014, at Colorado Springs, Colorado.

ATTEST:

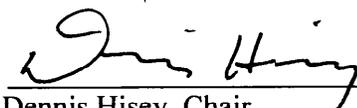
BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By:


Wayne W. Williams
El Paso County Clerk and Recorder



By:


Dennis Hisey, Chair

EI Paso County Public Services Department MEMORANDUM OF AGREEMENT	Project No : 229036	
	Location : Stapleton Road Improvements Project	
	Parcel # : 7, 7A, PE-7, PE-7A & TE-7	
	County : EI Paso	
<p>This Agreement made on _____, 201__ (date) is between EI Paso County by and through the Board of County Commissioners of EI Paso County, Colorado, by its Public Services Department (GRANTEE), for the purchase of the parcel(s) listed above from the Owner, Sherman G. Madere and the Dorothea E. Hellman Testamentary Trust U/W Dated December 23, 1978 and the Emanuel S. Hellman Revocable Trust Dated November 18, 1982 and the Simons Family Decedents Trust Dated May 10, 1995 (GRANTOR).</p> <p>Just compensation was determined by an appraisal prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, claims, and damages of any kind.</p>		
Land :Parcel 7 (described in attached exhibits A and B)	58,698.06 sq ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$ 4,696.00
Parcel 7A (described in attached exhibits C and D)	94,966.54 sq ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$ 10.00
Non-Exclusive Permanent Easement PE-7: (described in attached exhibits E and F)	87,214.95 sq ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$ 5,582.00
Non-Exclusive Permanent Joint Access Easement PE-7A: (described in attached exhibits G and H)	1,982.67 sq ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$ 127.00
Temporary Easements: TE-7 (described in attached exhibits I and J)	14,213.38 sq ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$ 114.00
Non-Exclusive Permanent Utility Easement: None	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$ -0-
Improvements		\$ -0-
Damages		\$ -0-
	Gross Total	\$10,560.00 (Rounded)
	Administrative Settlement	\$ 5,000.00
	Net Total	\$15,560.00
<p>Other conditions:</p> <ul style="list-style-type: none"> • Where impacted by the Project, the Property Owner's permanent fence shall be removed by the County during the construction period and reinstalled at the end of the project by the County. The permanent fencing will be barbed wire fencing similar to what currently exists on the property. • A temporary fence will not be installed during the construction period. • The County will re-seed the affected areas until adequate growth has been achieved and approved by the County or their assigns. 		
<p>Notwithstanding anything to the contrary herein, the Agreement is contingent upon the EI Paso County Board of County Commissioner's (hereinafter "Board") consideration and approval, and the GRANTEE will only make payment after receiving an acceptable conveyance instrument from the GRANTOR as indicated below and after formal approval by the Board.</p> <p>The GRANTOR and GRANTEE agree that:</p> <ul style="list-style-type: none"> -there are no promises, terms, conditions, or obligations other than those listed on this Agreement. -this Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees. -the compensation shown on this Agreement is for the applicable fee simple estate, permanent easement interest(s), or temporary easement interest(s) of the parcels described and any claims and/or damages of any kind, unless otherwise indicated. -this Agreement is expressly subject to the execution of releases or subordinations pertaining to any interests relating to the property. -failure of the GRANTOR to secure release or subordination of all outstanding interests in the Property to the GRANTEE'S satisfaction prior to closing may, at GRANTEE'S sole option, render this Contract null and void. -GRANTEE may elect to waive GRANTOR'S requirement to obtain release, partial release, or subordination of any lien(s) or mortgage interest(s) in the Property, and will notify GRANTOR in writing of said waiver. Waiver of such by GRANTEE shall not absolve GRANTOR of GRANTOR'S obligations to lienholder(s), including, but not limited to, any requirements under a Due on Sale provision. -agree that the closing date may be extended at the GRANTEE'S sole option to resolve any matter necessary to obtaining merchantable title to the Property. -this Agreement shall be deemed a contract binding upon the GRANTEE and GRANTOR and the GRANTOR'S successors, assigns, designees, heirs, devisees, executors, administrators, and legal representatives. <p>The GRANTOR:</p> <ul style="list-style-type: none"> -will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year. -understands, acknowledges and agrees that the beneficiaries of any unpaid mortgage(s), deed(s) of trust, taxes and/or other financial indebtedness secured by the GRANTOR'S Property may claim all or any portion of the compensation paid pursuant to this Agreement. -has entered into this Agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes. -will execute and deliver to GRANTEE those documents indicated below. -hereby agrees to provide merchantable title to the Property. -agrees to take all required actions and execute all documents necessary to secure releases or subordinations of any outstanding liens, leases, mortgages, or other encumbrances against, or affecting, the Property by all outstanding lienors, lessees, mortgagees, or any others with legal or equitable interests. -agrees that the GRANTEE will be entitled to specific performance of this Agreement. -agrees that the GRANTEE shall be entitled to take immediate possession of the Property upon the signing of this Agreement by the Parties and tender of payment either (a) directly to the GRANTOR, or (b) by depositing the agreed upon compensation into escrow with the GRANTEE'S closing agent unless other specific arrangements are agreed to by the Parties. This grant of possession of the Property to the GRANTEE shall serve as an irrevocable license to occupy and use said Property for the purposes of the Project until the GRANTOR executes and delivers to the County the necessary documents as stated below, and until the beneficiaries of any unpaid mortgage(s), deed(s) of trust or other financial indebtedness secured by the Owner's Property execute any and all required releases or subordinations, including, but not limited to, Requests for Partial Releases. 		
Initialed		

The GRANTEE:
 -will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
 -will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.
 -will prepare the following documents:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Special Warranty Deed (2) <input type="checkbox"/> w/Min Resv. | <input type="checkbox"/> Non-Exclusive Permanent Utility Easement |
| <input type="checkbox"/> Access Deed | <input checked="" type="checkbox"/> Non-Exclusive Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page/Reception # | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Book/Page/Reception # | <input checked="" type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Other Joint Access Easements and Maintenance Agreement | |
| <input type="checkbox"/> Title Company to prepare documents except | |

Order Warrant \$15,550.00	Payable to: Land Title Guarantee Company as Escrow Agent for: Sherman G. Madere and the Dorothea E. Hellman Testamentary Trust UW Dated December 23, 1978 and the Emanuel S. Hellman Revocable Trust Dated November 18, 1982 and the Simons Family Decedents Trust Dated May 10, 1995
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<p>Board of County Commissioners of El Paso County, Colorado</p> <p style="text-align: center;">ATTEST:</p> <p>_____ Dennis Hisey, Chair _____ County Clerk and Recorder</p> <p>Reference: BoCC resolution # _____</p>	<p>GRANTOR signature Attach W-9 form(s)</p> <p><u>Sherman G. Madere</u> Sherman G. Madere</p> <p>Dorothea E. Hellman Testamentary Trust UW Dated December 23, 1978</p> <p>By: _____ Title: Trustee</p> <p>Emanuel S. Hellman Revocable Trust Dated November 18, 1982</p> <p>By: _____ Title: Trustee</p> <p>Simons Family Decedents Trust Dated May 10, 1995</p> <p>By: _____ Title: Trustee</p>
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EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 229036

PARCEL 7

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

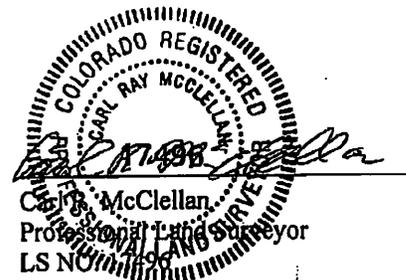
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET FOR THE POINT OF BEGINNING, THENCE;
2. CONTINUING ALONG SAID WEST LINE NORTH 00°08'45" WEST A DISTANCE OF 1,282.10 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER, THENCE;
3. NORTH 89°54'32" EAST ALONG SAID NORTH LINE A DISTANCE OF 14.45 FEET, THENCE;
4. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 4°52'35", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 132.34 FEET, A CHORD BEARING OF SOUTH 02°35'00" EAST AND A CHORD LENGTH OF 132.30 FEET, THENCE;
5. SOUTH 00°08'42" EAST A DISTANCE OF 421.95 FEET, THENCE;
6. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 5°24'11", A RADIUS OF 1,455.00 FEET, AN ARC LENGTH OF 137.21 FEET, A CHORD BEARING OF SOUTH 02°50'47" EAST AND A CHORD LENGTH OF 137.16 FEET, THENCE;
7. SOUTH 05°32'53" EAST A DISTANCE OF 200.32 FEET, THENCE;
8. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°12'20", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 141.28 FEET, A CHORD BEARING OF SOUTH 02°56'43" EAST AND A CHORD LENGTH OF 141.23 FEET, THENCE;
9. SOUTH 00°20'33" EAST A DISTANCE OF 202.40 FEET, THENCE;
10. SOUTH 45°09'59" EAST A DISTANCE OF 40.00 FEET, THENCE;
11. SOUTH 89°59'27" EAST A DISTANCE OF 820.00 FEET, THENCE;
12. SOUTH 00°00'35" WEST DISTANCE OF 20.00 FEET, THENCE;
13. NORTH 89°59'27" WEST A DISTANCE OF 901.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 58,698.06 SQUARE FEET, (1.348 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3/2" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT B

EL PASO COUNTY PROJECT NUMBER 229036

PARCEL 7

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

Bank of Beginning
W. Line SW 1/4
S34, T12S, R64W
N0°08'45"W 2,624.26'

Fed 3/4" Aluminum Cap
Stamped CDOT PLS 22103, Dated 2001
W 1/4 Cor S34, T12S, R64W

N89°54'32" E
14.45'

A=4°33'35"
L=192.54'
R=155.50'
Ch=134.00'
CB=52°35'00" E

S0°08'45" E 431.95'

N0°08'45" W 1,282.10'

A=5°24'41"
L=171.21'
R=145.50'
Ch=134.00'
CB=52°35'00" E

N5°32'35" E 200.32'

PARCEL No. 420000214
HELLMAN, EMANUEL S REVOCABLE TRUST
HELLMAN, DOROTHEA E TESTAMENT TRUST
MADERE, SHERMAN G
SIMONS, RALPH S TRUST
SIMONS, LEE ANNA TRUSTEE
JUDGE OER ROAD
MAIL: 6059 N PINCHOT RD
TUCSON AZ 85750-1072

Area: 58,698.06 sq. ft.
(1.348 acres)

N42°00'00" E 200.00'

A=5°12'20"
L=141.28'
R=155.50'
Ch=134.00'
CB=52°35'00" E

S0°20'33" E 202.00'

S45°09'59" E
40.00'

N0°08'45" W
30.00'

S89°59'27" E 820.00'

N89°39'27" W 901.22'

Point of Beginning

Fed 1 1/2" Aluminum Cap
Stamped LS 7728

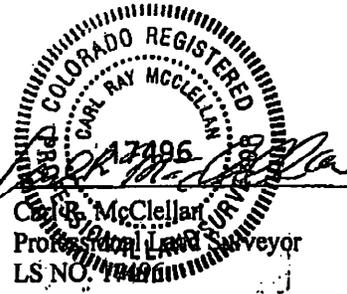
Point of Commencement
Fed 3" Aluminum Cap Illegible
In Range Box
SW Cor S34, T12S, R64W



GRAPHIC SCALE



1 inch = 200 ft.



SCALE: 1"=200' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT C

EL PASO COUNTY PROJECT NUMBER 229036

PARCEL 7A

SITUATE

THE SOUTH HALF OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

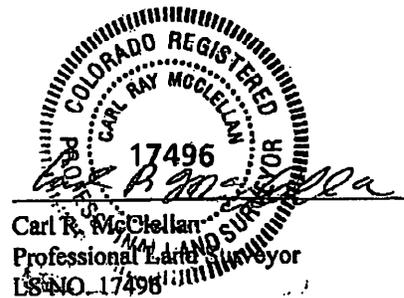
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SECTION 34, THENCE;

1. SOUTH 89°59'27" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 3,165.64 FEET, THENCE;
2. NORTH 00°28'13" WEST A DISTANCE OF 30.00 FEET, THENCE;
3. NORTH 89°59'27" WEST A DISTANCE OF 3,165.47 FEET TO THE WEST LINE OF SAID SOUTH HALF OF SAID SECTION 34, THENCE;
4. SOUTH 00°08'45" EAST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 94,966.54 SQUARE FEET, (2.180 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTH WEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3/8" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



SCALE: NONE DATE: 12/18/13
DRAWING: S:\apleton\EastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT D

EL PASO COUNTY PROJECT NUMBER 229036

PARCEL 7A

SITUATE

THE SOUTH HALF OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

N0°28'13"W
30.00'



GRAPHIC SCALE



1 inch = 400 ft.

N89°59'27"W 3,165.47'
S89°59'27"E 3,165.64'

7A
Area: 94,965.54 sq. ft.
(2.180 acres)

PARCEL No. 420000214
HELLMAN, EMANUEL S REVOCABLE TRUST
HELLMAN, DOROTHEA E TESTAMENT TRUST
MADERE, SHERMAN G
SIMONS, RALPH S TRUST
SIMONS, LEE ANNA TRUSTEE
JUDOB ORR ROAD
MAIL: 6039 N FINCHOT RD
TUCSON AZ 85730-1072

JUDOB ORR ROAD

Beats of Bearings
W. Line SW ¼ S34
T12S, R64W

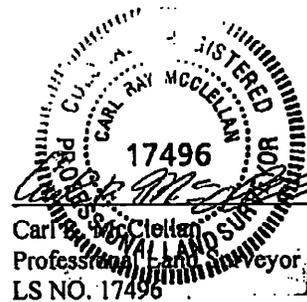
N0°08'45"W 2,624.28'

STAPLETON DRIVE

S0°08'45"E
30.00'

Found 3/4" Aluminum Cap
Stamped CDOT PLS 22103, Dated 2001
W ¼ Cor S34, T12S, R64W

Point of Beginning
Found 3" Aluminum Cap illegible
In Range Box
SW Cor S34, T12S, R64W



SCALE: 1"=400' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT E

**EL PASO COUNTY PROJECT NUMBER 229036
NON-EXCLUSIVE PERMANENT EASEMENT PE-7**

SITUATE
THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 78.05 FEET, THENCE;
2. NORTH 89°51'15" EAST A DISTANCE OF 52.98 FEET FOR THE POINT OF BEGINNING, THENCE;
3. NORTH 00°20'33" WEST A DISTANCE OF 202.40 FEET, THENCE;
4. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 2°33'29", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 69.43 FEET, A CHORD BEARING OF NORTH 01°37'17" WEST AND A CHORD LENGTH OF 69.42 FEET, THENCE;
5. SOUTH 62°59'37" EAST A DISTANCE OF 660.83 FEET, THENCE;
6. NORTH 89°59'27" WEST A DISTANCE OF 557.23 FEET, THENCE;
7. NORTH 45°09'59" WEST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 87,214.95 SQUARE FEET, (2.002 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3/4" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT G

**EL PASO COUNTY PROJECT NUMBER 229036
NON-EXCLUSIVE PERMANENT EASEMENT PE-7A**

SITUATE
THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 1,312.10 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;
2. NORTH 89°54'32" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF A DISTANCE OF 14.45 FEET FOR THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE NORTH 89°54'32" EAST A DISTANCE OF 99.95 FEET, THENCE;
4. SOUTH 00°05'24" EAST A DISTANCE OF 20.00 FEET, THENCE;
5. SOUTH 89°54'32" WEST A DISTANCE OF 98.36 FEET, THENCE;
6. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 0°44'21", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 20.06 FEET, A CHORD BEARING OF NORTH 04°39'06" WEST AND A CHORD LENGTH OF 20.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,982.67 SQUARE FEET, (0.046 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3/8" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

**EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT**

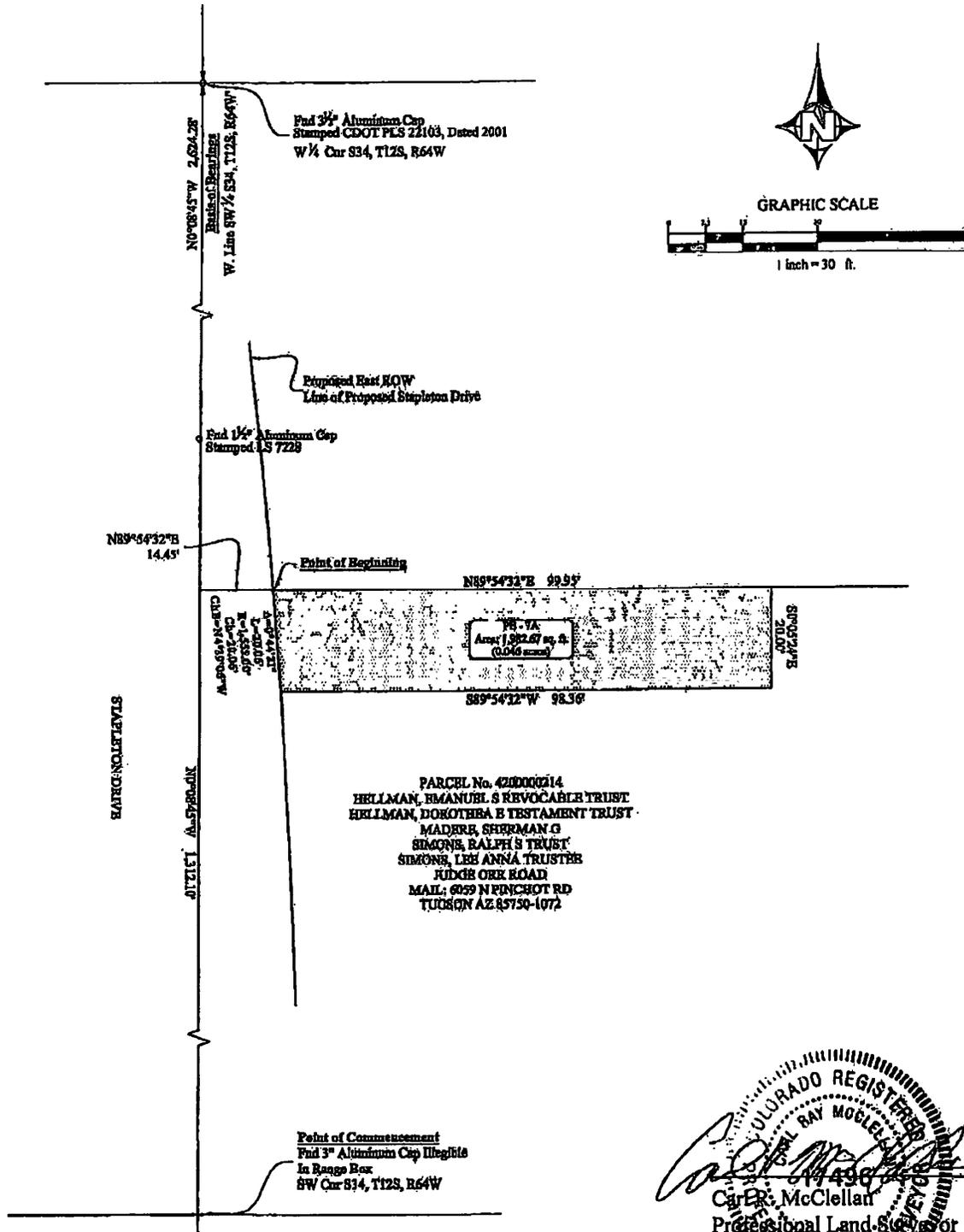
EXHIBIT H

EL PASO COUNTY PROJECT NUMBER 229036

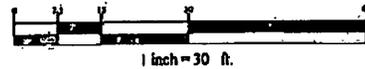
NON-EXCLUSIVE PERMANENT EASEMENT PE-7A

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



GRAPHIC SCALE



PARCEL No. 42000214
HELLMAN, EMANUEL S REVOCABLE TRUST
HELLMAN, DOKOTHEA E TESTAMENT TRUST
MADERE, SHERMAN G
SIMONS, RALPH S TRUST
SIMONS, LEE ANNA TRUSTEE
RIDGE OAK ROAD
MAIL: 6059 N PINCHOT RD
TUCSON AZ 85750-1072



SCALE: 1"=30' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT I

EL PASO COUNTY PROJECT NUMBER 229036
TEMPORARY EASEMENT TE-7

SITUATE
THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

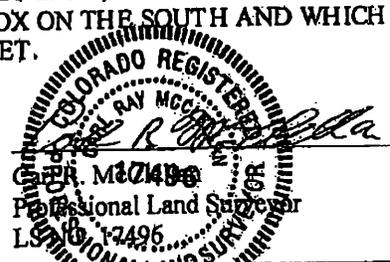
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 319.85 FEET, THENCE;
2. NORTH 89°51'15" EAST A DISTANCE OF 50.50 FEET FOR THE POINT OF BEGINNING, THENCE;
3. SOUTH 62°59'37" EAST A DISTANCE OF 17.28 FEET, THENCE;
4. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 2°57'43", A RADIUS OF 1,570.00 FEET, AN ARC LENGTH OF 81.16 FEET, A CHORD BEARING OF NORTH 04°04'01" WEST AND A CHORD LENGTH OF 81.15 FEET, THENCE;
5. NORTH 05°32'53" WEST A DISTANCE OF 200.32 FEET, THENCE;
6. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°24'11", A RADIUS OF 1,440.00 FEET, AN ARC LENGTH OF 135.79 FEET, A CHORD BEARING OF NORTH 02°50'47" WEST AND A CHORD LENGTH OF 135.74 FEET, THENCE;
7. NORTH 00°08'42" WEST A DISTANCE OF 421.95 FEET, THENCE;
8. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 4°05'49", A RADIUS OF 1,570.00 FEET, AN ARC LENGTH OF 112.27 FEET, A CHORD BEARING OF NORTH 02°11'37" WEST AND A CHORD LENGTH OF 112.24 FEET, THENCE;
9. SOUTH 89°54'32" WEST A DISTANCE OF 15.04 FEET, THENCE;
10. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 4°08'14", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 112.28 FEET, A CHORD BEARING OF SOUTH 02°12'49" EAST AND A CHORD LENGTH OF 112.26 FEET, THENCE;
11. SOUTH 00°08'42" EAST A DISTANCE OF 421.95 FEET, THENCE;
12. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 5°24'11", A RADIUS OF 1,455.00 FEET, AN ARC LENGTH OF 137.21 FEET, A CHORD BEARING OF SOUTH 02°50'47" EAST AND A CHORD LENGTH OF 137.16 FEET, THENCE;
13. SOUTH 05°32'53" EAST A DISTANCE OF 200.32 FEET, THENCE;
14. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 2°08'51", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 71.85 FEET, A CHORD BEARING OF SOUTH 04°13'27" EAST AND A CHORD LENGTH OF 71.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14,213.38 SQUARE FEET, (0.326 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3/4" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



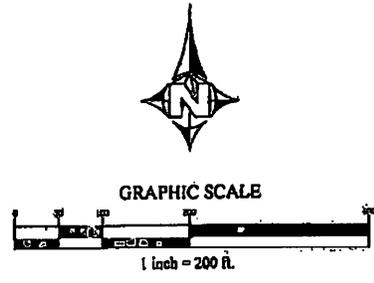
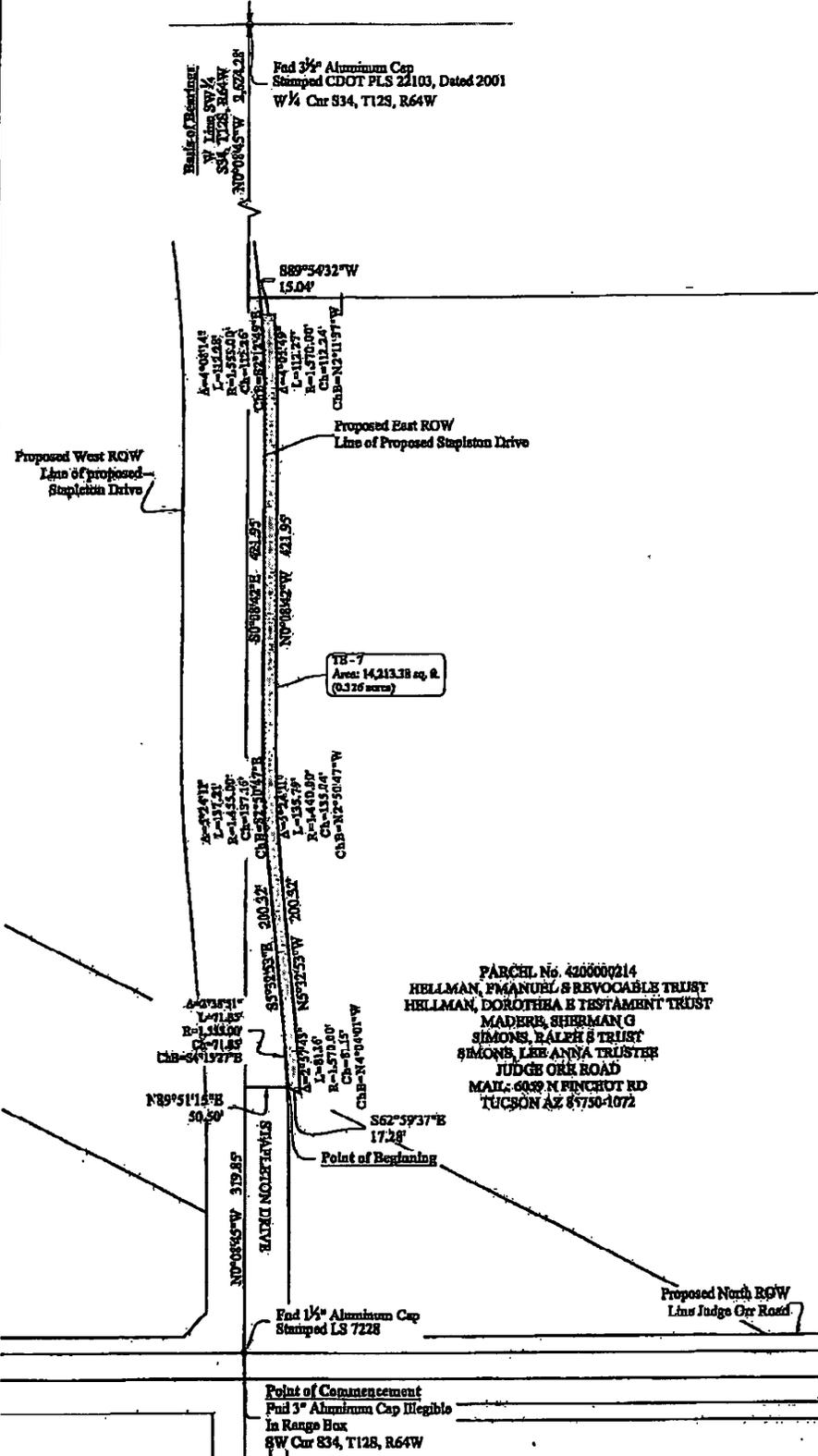
SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT J

**EL PASO COUNTY PROJECT NUMBER 229036
TEMPORARY EASEMENT TE-7**

SITUATE
THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



TE-7
Area: 14,213.38 sq. ft.
(0.326 acres)

PARCEL No. 430000214
HELLMAN, EMANUEL S REVOCABLE TRUST
HELLMAN, DOROTHEA E TESTAMENT TRUST
MADRE, SHERMAN G
SIMONS, RALPH S TRUST
SIMONS, LEE ANNA TRUSTEE
JUDGE ORR ROAD
MAIL: 6049 N FINCHROT RD
TUCSON AZ 85750-1072

COLORADO REGISTERED
GARY RAY MCCLELLAN
77496
Professional Land Surveyor
LS No. 100000000

SCALE: 1"=200' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

Project: 229036 Stapleton Road Improvements

**NON-EXCLUSIVE PERMANENT EASEMENT
PE-7**

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 201__, between the SHERMAN G. MADERE AND THE DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995, whose mailing address is 6059 North Pinchot Road, Tucson, AZ 85750-1072 (hereinafter "Grantor(s)"), for and in consideration of the sum of Five Thousand Five Hundred Eighty Two Dollars and No Cents (\$5,582.00), 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 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), (have/has) given and granted and by these presents (do/does) hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

See attached Exhibit A, Land Description
Exhibit B, Sketch

This non-exclusive permanent easement is for the following purposes, which include, but are not limited to: construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

Grantor(s) shall not construct improvements in the easement area that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the drainage facility shall be planted or allowed to grow in this area and may be removed by the Grantee.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantor(s), or anyone claiming by, through, or under the Grantor, perform any act or thing which is or may be detrimental to, or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantor(s) hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this 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.

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Signature Pages Follow

NON-EXCLUSIVE PERMANENT EASEMENT
PE-7

GRANTOR:

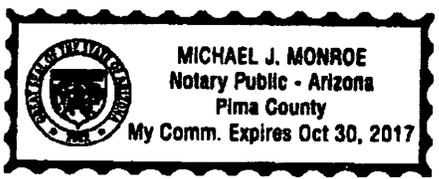
SHERMAN G. MADERE

Sherman Madere
Sherman G. Madere

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Sherman G. Madere.

Witness my hand and official seal.
Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978

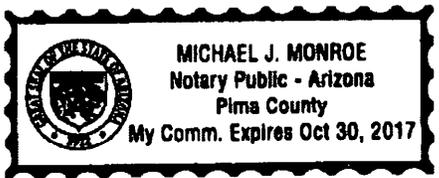
By: [Signature]

Title: TRUSTEE

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Ernest S. Hellman as Trustee of the Dorothea E. Hellman Testamentary Trust U/W Dated December 23, 1978.

Witness my hand and official seal.
Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

NON-EXCLUSIVE PERMANENT EASEMENT
PE-7

EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982

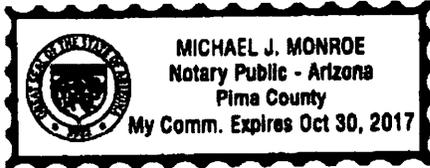
By: [Signature]

Title: Trustee

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Emanuel S Hellman as Trustee of the Emanuel S. Hellman Revocable Trust Dated November 18, 1982.

Witness my hand and official seal.
[Signature]
Notary Public



My Commission Expires: Oct 17 '17

SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995

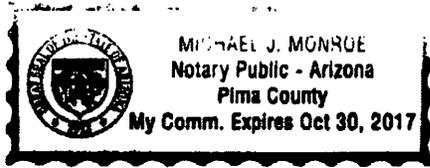
By: [Signature]

Title: Trustee

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Helena Simons as Trustee of the Simons Family Decedents Trust Dated May 10, 1995.

Witness my hand and official seal.
[Signature]
Notary Public



My Commission Expires: Oct 17 '17

NON-EXCLUSIVE PERMANENT EASEMENT
PE-7

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By: _____
County Clerk and Recorder

By: _____
Dennis Hisey, Chair

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Dennis Hisey, Chair of the 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: _____

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 229036

NON-EXCLUSIVE PERMANENT EASEMENT PE-7

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 78.05 FEET, THENCE;
2. NORTH 89°51'15" EAST A DISTANCE OF 52.98 FEET FOR THE POINT OF BEGINNING, THENCE;
3. NORTH 00°20'33" WEST A DISTANCE OF 202.40 FEET, THENCE;
4. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 2°33'29", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 69.43 FEET, A CHORD BEARING OF NORTH 01°37'17" WEST AND A CHORD LENGTH OF 69.42 FEET, THENCE;
5. SOUTH 62°59'37" EAST A DISTANCE OF 660.83 FEET, THENCE;
6. NORTH 89°59'27" WEST A DISTANCE OF 557.23 FEET, THENCE;
7. NORTH 45°09'59" WEST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 87,214.95 SQUARE FEET, (2.002 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTH WEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3½" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



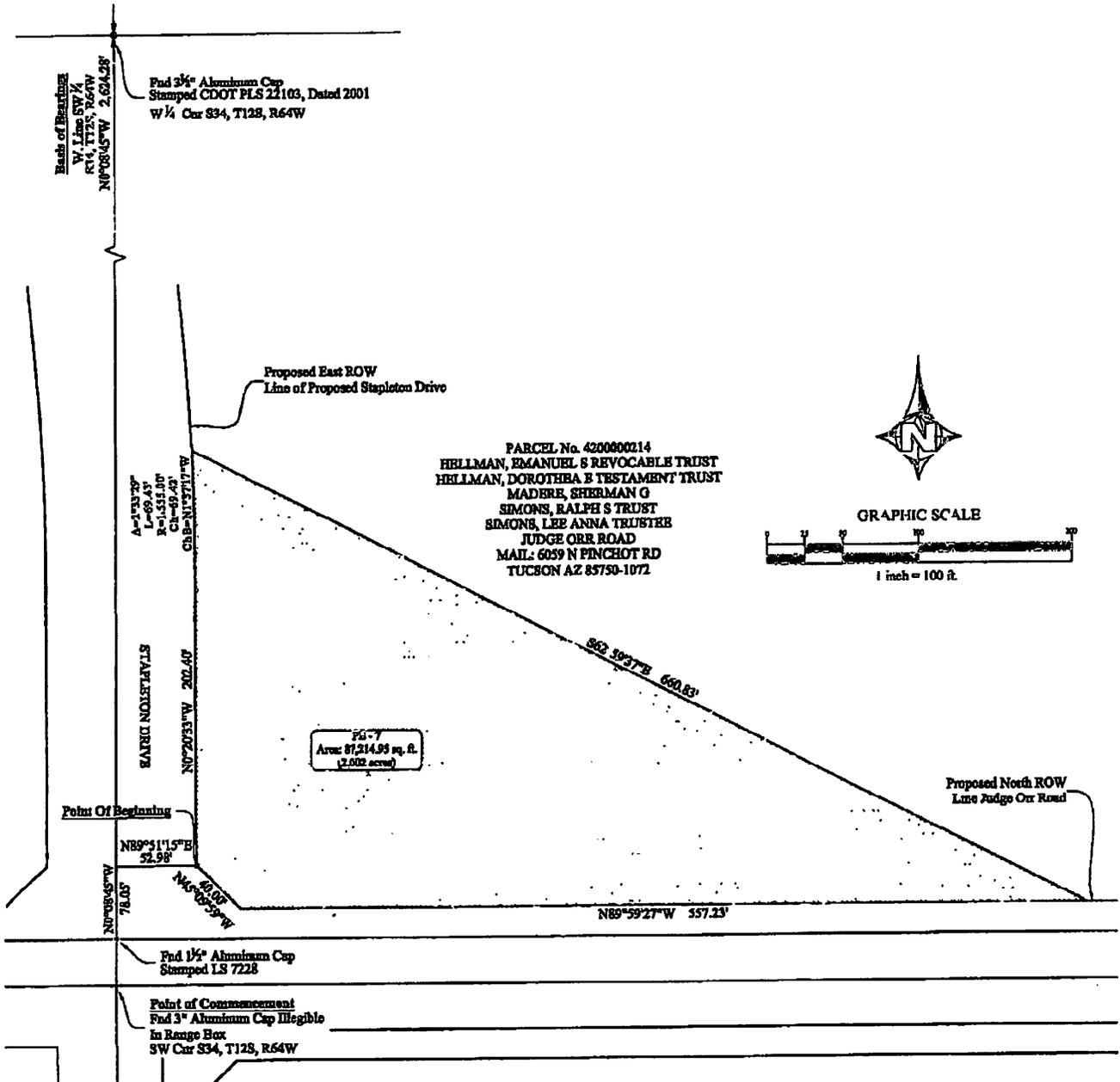
SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT B

**EL PASO COUNTY PROJECT NUMBER 229036
NON-EXCLUSIVE PERMANENT EASEMENT PE-7**

SITUATE
THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



SCALE: 1"=100' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

Project: 229036 Stapleton Road Improvements

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE-7**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 201__, between the SHERMAN G. MADERE AND THE DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995, whose mailing address is 6059 North Pinchot Road, Tucson, AZ 85750-1072, hereinafter called the Grantor(s), for and in consideration of the sum of One Hundred Fourteen Dollars and No Cents (\$114.00), and other good and valuable consideration, 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 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the end of the project, whichever comes first. The following is the described premises:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

This temporary construction easement is for the following purposes, which include but are not limited to: road construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket, as may be recommended by the Natural Resources Conservation Service, any disturbed area.

IN WITNESS WHEREOF, the Grantor(s) have executed this Temporary Construction Easement Agreement.

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Signature Pages Follow

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE-7

GRANTOR:
SHERMAN G. MADERE

Sherman G. Madere

Sherman G. Madere

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Sherman G. Madere.

Witness my hand and official seal.

Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978

By: *[Signature]*

Title: Trustee

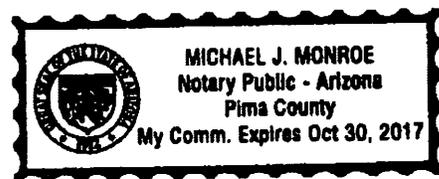
State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Ernest Hellman as Trustee of the Dorothea E. Hellman Testamentary Trust U/W Dated December 23, 1978.

Hellman Testamentary Trust U/W Dated December 23, 1978.

Witness my hand and official seal.

Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE-7

EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982

By: [Signature]

Title: Trustee

State of Arizona)

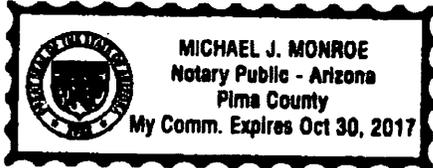
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Emanuel S Hellman as Trustee of the Emanuel S. Hellman Revocable Trust Dated November 18, 1982.

Witness my hand and official seal.

[Signature]

Notary Public



My Commission Expires: Oct 17 '17

SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995

By: [Signature]

Title: Trustee

State of Arizona)

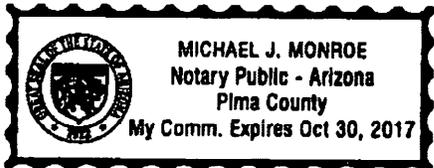
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Lekma Simon as Trustee of the Simons Family Decedents Trust Dated May 10, 1995.

Witness my hand and official seal.

[Signature]

Notary Public



My Commission Expires: Oct 17, '17

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE-7**

**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

ATTEST:

By: _____
County Clerk and Recorder

By: _____
Dennis Hisey, Chair

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Dennis Hisey, Chair of the 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: _____

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 229036
TEMPORARY EASEMENT TE-7

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

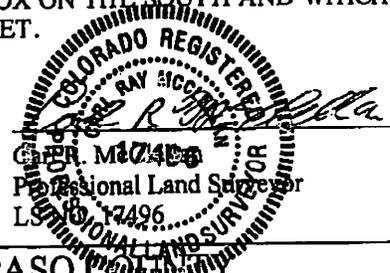
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 319.85 FEET, THENCE;
2. NORTH 89°51'15" EAST A DISTANCE OF 50.50 FEET FOR THE POINT OF BEGINNING, THENCE;
3. SOUTH 62°59'37" EAST A DISTANCE OF 17.28 FEET, THENCE;
4. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 2°57'43", A RADIUS OF 1,570.00 FEET, AN ARC LENGTH OF 81.16 FEET, A CHORD BEARING OF NORTH 04°04'01" WEST AND A CHORD LENGTH OF 81.15 FEET, THENCE;
5. NORTH 05°32'53" WEST A DISTANCE OF 200.32 FEET, THENCE;
6. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°24'11", A RADIUS OF 1,440.00 FEET, AN ARC LENGTH OF 135.79 FEET, A CHORD BEARING OF NORTH 02°50'47" WEST AND A CHORD LENGTH OF 135.74 FEET, THENCE;
7. NORTH 00°08'42" WEST A DISTANCE OF 421.95 FEET, THENCE;
8. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 4°05'49", A RADIUS OF 1,570.00 FEET, AN ARC LENGTH OF 112.27 FEET, A CHORD BEARING OF NORTH 02°11'37" WEST AND A CHORD LENGTH OF 112.24 FEET, THENCE;
9. SOUTH 89°54'32" WEST A DISTANCE OF 15.04 FEET, THENCE;
10. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 4°08'14", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 112.28 FEET, A CHORD BEARING OF SOUTH 02°12'49" EAST AND A CHORD LENGTH OF 112.26 FEET, THENCE;
11. SOUTH 00°08'42" EAST A DISTANCE OF 421.95 FEET, THENCE;
12. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 5°24'11", A RADIUS OF 1,455.00 FEET, AN ARC LENGTH OF 137.21 FEET, A CHORD BEARING OF SOUTH 02°50'47" EAST AND A CHORD LENGTH OF 137.16 FEET, THENCE;
13. SOUTH 05°32'53" EAST A DISTANCE OF 200.32 FEET, THENCE;
14. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 2°38'51", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 71.85 FEET, A CHORD BEARING OF SOUTH 04°13'27" EAST AND A CHORD LENGTH OF 71.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14,213.38 SQUARE FEET, (0.326 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3½" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.

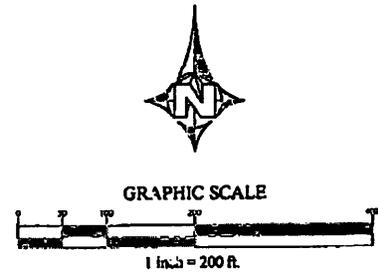
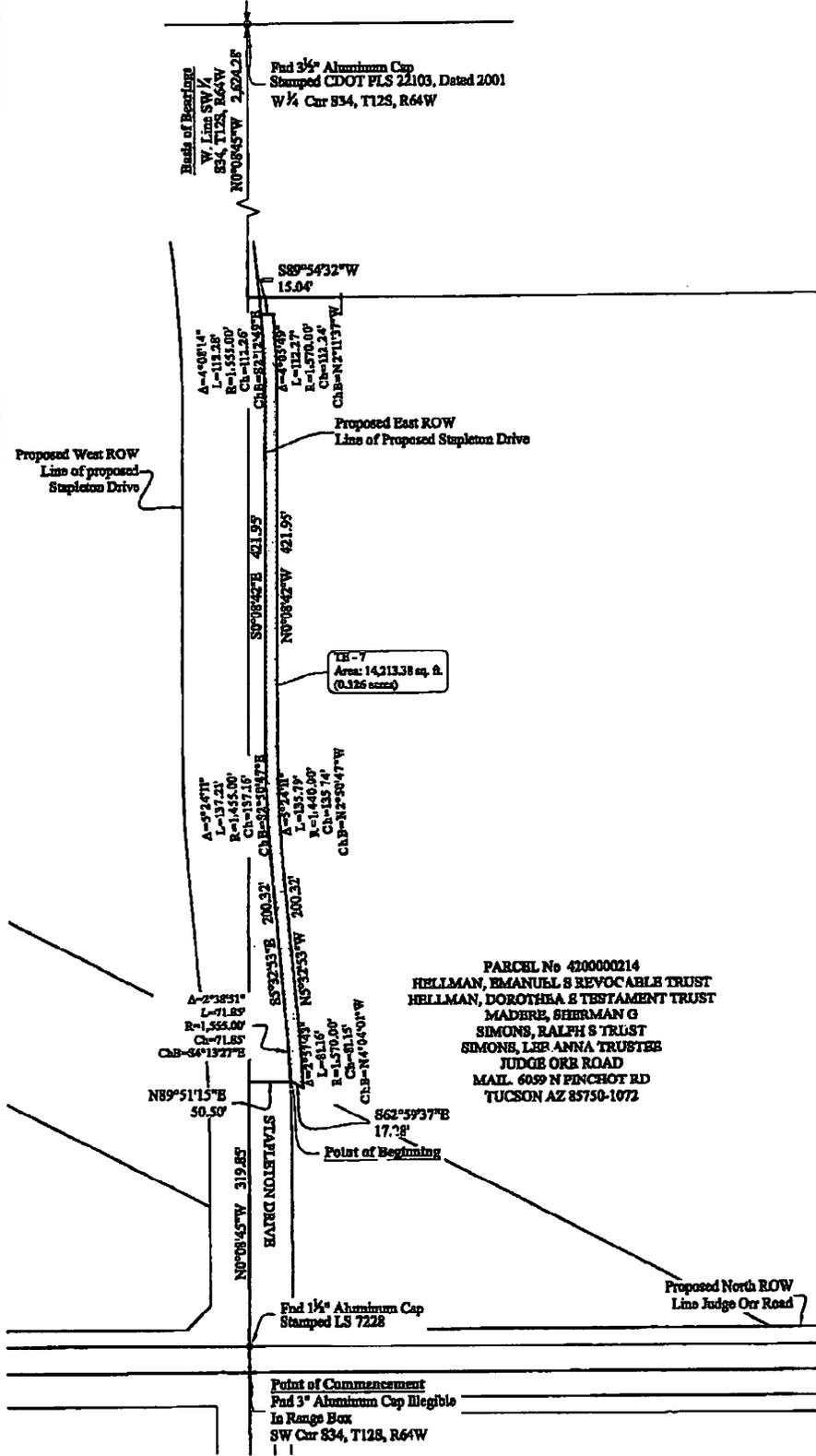


SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT B
EL PASO COUNTY PROJECT NUMBER 229036
TEMPORARY EASEMENT TE-7

SITUATE
 THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



PARCEL No 4200000214
 HELLMAN, EMANUEL S REVOCABLE TRUST
 HELLMAN, DOROTHEA S TESTAMENT TRUST
 MADERE, SHERMAN G
 SIMONS, RALPH S TRUST
 SIMONS, LEE ANNA TRUSTEE
 JUDGE ORR ROAD
 MAIL: 6059 N FINCHOT RD
 TUCSON AZ 85750-1072



SCALE: 1"=200' DATE: 12/18/13
 DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

SPECIAL WARRANTY DEED

COPY

THIS DEED, made this ____ day of _____, 201__, between the SHERMAN G. MADERE AND THE DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995, whose mailing address is 6059 North Pinchot Road, Tucson, AZ 85750-1072 ("Grantor"), and EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose street address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 ("Grantee" or "County").

WITNESSETH, that Grantor, for and in consideration of the sum of Four Thousand Six Hundred Ninety Six Dollars and No Cents (\$4,696.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

See Exhibits A and B for Parcel No. 7, attached hereto and incorporated herein by reference

also known by El Paso County tax schedule number 42000-00-214.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for Grantor and Grantor's heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor and hereby warrants that the Property is free and clear of any lien or encumbrances, of whatever kind or nature soever, including taxes for 2013 and 2014 tax prorations, except any easements, rights-of-way, and restrictions of record and taxes for subsequent years.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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Signature Pages Follow

GRANTOR:

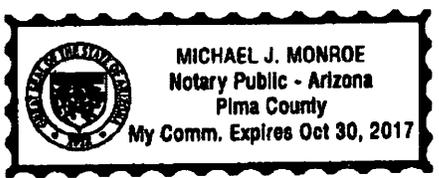
SHERMAN G. MADERE

Sherman G. Madere
Sherman G. Madere

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Sherman G. Madere.

Witness my hand and official seal.
Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

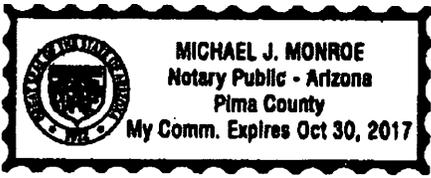
DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978

By: [Signature]
Title: Trustee

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Erin Marie Hellman as Trustee of the Dorothea E. Hellman Testamentary Trust U/W Dated December 23, 1978.

Witness my hand and official seal.
Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982

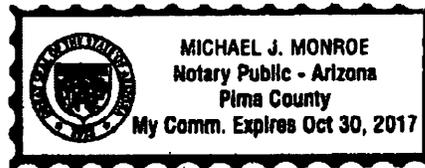
By: [Signature]
Title: Trustee

State of Arizona)
County of Pima) SS

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Emanuel S. Hellman as Trustee of the Emanuel S. Hellman Revocable Trust Dated November 18, 1982.

Witness my hand and official seal.

[Signature]
Notary Public



My Commission Expires: Oct 17, '17

SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995

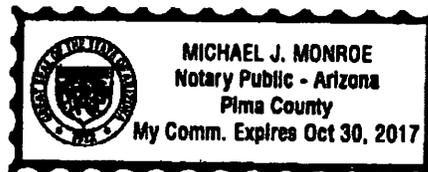
By: [Signature]
Title: Trustee

State of Arizona)
County of Pima) SS

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Lois Ann Simons as Trustee of the Simons Family Decedents Trust Dated May 10, 1995.

Witness my hand and official seal.

[Signature]
Notary Public



My Commission Expires: Oct 17, '17

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 229036

PARCEL 7

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET FOR THE POINT OF BEGINNING, THENCE;
2. CONTINUING ALONG SAID WEST LINE NORTH 00°08'45" WEST A DISTANCE OF 1,282.10 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER, THENCE;
3. NORTH 89°54'32" EAST ALONG SAID NORTH LINE A DISTANCE OF 14.45 FEET, THENCE;
4. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 4°52'35", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 132.34 FEET, A CHORD BEARING OF SOUTH 02°35'00" EAST AND A CHORD LENGTH OF 132.30 FEET, THENCE;
5. SOUTH 00°08'42" EAST A DISTANCE OF 421.95 FEET, THENCE;
6. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 5°24'11", A RADIUS OF 1,455.00 FEET, AN ARC LENGTH OF 137.21 FEET, A CHORD BEARING OF SOUTH 02°50'47" EAST AND A CHORD LENGTH OF 137.16 FEET, THENCE;
7. SOUTH 05°32'53" EAST A DISTANCE OF 200.32 FEET, THENCE;
8. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°12'20", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 141.28 FEET, A CHORD BEARING OF SOUTH 02°56'43" EAST AND A CHORD LENGTH OF 141.23 FEET, THENCE;
9. SOUTH 00°20'33" EAST A DISTANCE OF 202.40 FEET, THENCE;
10. SOUTH 45°09'59" EAST A DISTANCE OF 40.00 FEET, THENCE;
11. SOUTH 89°59'27" EAST A DISTANCE OF 820.00 FEET, THENCE;
12. SOUTH 00°00'35" WEST DISTANCE OF 20.00 FEET, THENCE;
13. NORTH 89°59'27" WEST A DISTANCE OF 901.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 58,698.06 SQUARE FEET, (1.348 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3½" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT B

EL PASO COUNTY PROJECT NUMBER 229036

PARCEL 7

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

Basin of Bearings
W. Line SW 1/4
S34, T12S, R64W

Find 3/4" Aluminum Cap
Stamped CIDOT PLS 22103, Dated 2001
W/4 Cor S34, T12S, R64W

N89°59'32"E
14.45'

A=99253'
L=171.9'
R=1453.0'
C=113.1'
CIB=81°35'00"E

S89°08'43"E 471.95'

N0°08'45"W 1,283.10'

A=97271'
L=171.9'
R=1453.0'
C=113.1'
CIB=81°30'47"E

S89°52'55"E 280.32'

PARCEL No. 420000214
HELLMAN, EMANUEL S REVOCABLE TRUST
HELLMAN, DOROTHEA B TESTAMENT TRUST
MADERE, SHERMAN G
SIMONS, RALPH S TRUST
SIMONS, LEE ANNA TRUSTEE
JUDGE ORE ROAD
MAIL: 6059 N PINCHOT RD
TUCSON AZ 85730-1072

Area: 58,698.06 sq. ft.
(1.348 acres)

S45°09'59"E
40.00'

S89°59'27"E 820.00'

N0°08'45"W
30.00'

Point of Beginning
Find 1 1/2" Aluminum Cap
Stamped LS 7228

Point of Commencement
Find 3" Aluminum Cap Illegible
In Range Box
SW Cor S34, T12S, R64W



GRAPHIC SCALE



SCALE: 1"=200' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

COPY

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 201__, between the SHERMAN G. MADERE AND THE DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995, whose mailing address is 6059 North Pinchot Road, Tucson, AZ 85750-1072 ("Grantor"), and EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose street address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 ("Grantee" or "County").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

See Exhibits A and B for Parcel No. 7A, attached hereto and incorporated herein by reference

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for Grantor and Grantor's heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor and hereby warrants that the Property is free and clear of any lien or encumbrances, of whatever kind or nature soever, including taxes for 2013 and 2014 tax prorations, except any easements, rights-of-way, and restrictions of record and taxes for subsequent years.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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Signature Pages Follow

GRANTOR:

SHERMAN G. MADERE

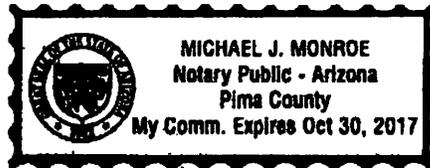
Sherman G. Madere
Sherman G. Madere

State of ARIZONA)
County of PIMA) ss

The foregoing instrument was acknowledged before me this 6th day of NOVEMBER, 2014, by Sherman G. Madere.

Witness my hand and official seal.

Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978

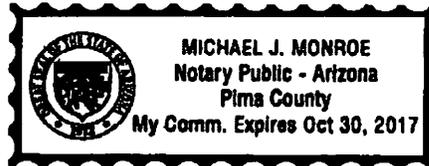
By: [Signature]
Title: TRUSTEE

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Emanuel Hellman as trustee of the Dorothea E. Hellman Testamentary Trust U/W Dated December 23, 1978.

Witness my hand and official seal.

Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982

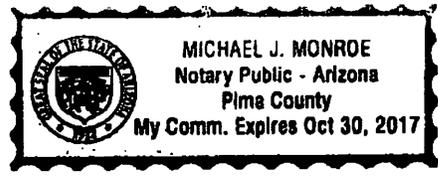
By: Emanuel S Hellman

Title: Trustee

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Emanuel S Hellman as Trustee of the Emanuel S. Hellman Revocable Trust Dated November 18, 1982.

Witness my hand and official seal.
Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995

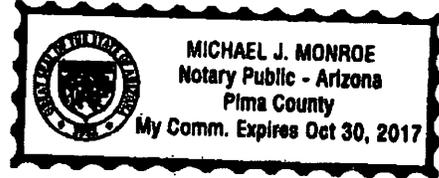
By: Leanne Simons

Title: Trustee

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Leanne Simons as Trustee of the Simons Family Decedents Trust Dated May 10, 1995.

Witness my hand and official seal.
Michael J. Monroe
Notary Public



My Commission Expires: Oct 17, '17

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 229036

PARCEL 7A

SITUATE

THE SOUTH HALF OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

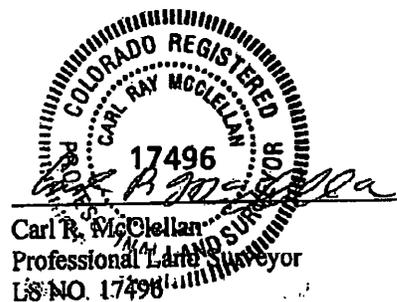
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SECTION 34, THENCE;

1. SOUTH 89°59'27" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 3,165.64 FEET, THENCE;
2. NORTH 00°28'13" WEST A DISTANCE OF 30.00 FEET, THENCE;
3. NORTH 89°59'27" WEST A DISTANCE OF 3,165.47 FEET TO THE WEST LINE OF SAID SOUTH HALF OF SAID SECTION 34, THENCE;
4. SOUTH 00°08'45" EAST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 94,966.54 SQUARE FEET, (2.180 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3/2" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



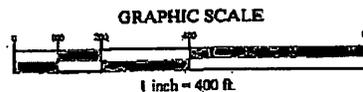
SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT B
EL PASO COUNTY PROJECT NUMBER 229036
PARCEL 7A

SITUATE
 THE SOUTH HALF OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO
 COUNTY, COLORADO

N0°28'13"W
 30.00'



N89°59'27"W 3,166.47'
 S89°19'27"E 3,165.64'

7A
 Area: 94,966.54 sq. ft.
 (2.180 acres)

PARCEL No. 4200000214
 HELLMAN, EMANUEL S REVOCABLE TRUST
 HELLMAN, DOROTHEA B TESTAMENT TRUST
 MADERE, SHERMAN G
 SIMONS, RALPH S TRUST
 SIMONS, LEE ANNA TRUSTER
 JUDGE ORR ROAD
 MAIL: 6059 N PINCHOT RD
 TUCSON AZ 85750-1072

JUDGE ORR ROAD

Basis of Bearings
 W. Line SW ¼ S34
 T12S, R64W

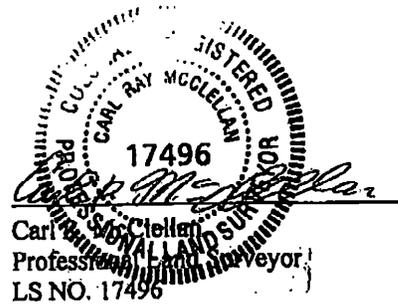
N0°08'45"W 2,624.38'

STAPLETON DRIVE

S0°08'45"E
 30.00'

Point of Beginning
 Fnd 3" Aluminum Cap Illegible
 In Range Box
 SW Cnr S34, T12S, R64W

Fnd 3/4" Aluminum Cap
 Stamped CDOT FLS 22103, Dated 2001
 W ½ Cnr S34, T12S, R64W



Carl Ray McGlellan
 Registered Professional Surveyor
 LS NO. 17496

SCALE: 1"=400' DATE: 12/18/13
 DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

COPY

**JOINT ACCESS EASEMENTS
AND MAINTENANCE AGREEMENT
PE 8 and PE 7A**

THIS JOINT ACCESS EASEMENTS AND MAINTENANCE AGREEMENT ("Agreement"), dated this _____ day of _____, 201__, by and between:

Jane Davis Living Trust, whose mailing address is 9060 Elbert Road, Peyton, CO 80831 for and in consideration of the sum of Ninety-Seven Dollars and No Cents (\$97.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged; **and** Sherman G. Madere and Dorothea E. Hellman Testamentary Trust U/W dated December 23, 1978 and the Emanuel S. Hellman Revocable Trust Dated November 18, 1982 and the Simons Family Decedents Trust Dated May 10, 1995, whose mailing address is 6059 North Pinchot Road, Tucson, AZ 85750 for and in consideration of the sum of One Hundred Twenty-Seven Dollars and No Cents (\$127.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged. The Joint Access Easement and Maintenance Agreement is based on the following facts:

- A. Jane Davis Living Trust ("Davis") is the record and beneficial owner of the property located in El Paso County, Colorado described as:

S2N2SW4, NW4SE4, ELY 792.0 FEET OF SW4SE4 SEC 34-12-64 (the "Davis Property"), which property is adjacent to the Hellman Property.

- B. Sherman G. Madere and Dorothea E. Hellman Testamentary Trust U/W dated December 23, 1978 and the Emanuel S. Hellman Revocable Trust Dated November 18, 1982 and the Simons Family Decedents Trust Dated May 10, 1995 ("Hellman") is the record and beneficial owner of the property located in El Paso County, Colorado described as:

S2SW4 and W 528.0 FEET OF SW4SE4 SEC 34 T12 R64 (the "Hellman Property"), which property is adjacent to the Davis Property.

- C. Davis and Hellman wish to enter into this Agreement for the purposes of granting to each party a right of access to the other's property for the mutual benefit of both parties, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Covenants. Davis and Hellman hereby warrant and covenant to the other that they are owners of fee simple title to the Easement Properties more fully described below; they have good and lawful right to grant and convey these easements to the other; and that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.
2. Creation of Easements. Davis hereby grants to Hellman, and to its invitees, successors and assigns, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress over and across that portion of the Davis Property described in **Exhibit A, Non-Exclusive Permanent Easement PE-8** and depicted in **Exhibit B, Non-Exclusive**

Permanent Easement PE-8 attached hereto, and Hellman hereby grants to Davis, and to its invitees, successors and assigns, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress over and across that portion of the Hellman Property described in **Exhibit A, Non-Exclusive Permanent Easement PE-7A** and depicted in **Exhibit B, Non-Exclusive Permanent Easement PE-7A** and attached hereto (collectively, "the Easements").

3. **No Public Road.** These Easements are not intended to, and do not, constitute a dedication of the Davis Property or the Hellman Property as a public road.
4. **Use of the Premises.** Use of the Davis Property by its owner is not confined to the present configuration of the property, and the owner of the Davis Property may construct improvements on or otherwise modify or use his/ her property. Use of the Hellman Property by its owner is not confined to the present configuration of the property and the owner of the Hellman Property may construct improvements on or otherwise modify or use his/ her property. However, both the owner of the Davis Property and the owner of the Hellman Property agree to construct no fences or place any other obstructions on their respective properties in a manner which would prevent, or reasonably impede, vehicle or personnel travel across those portions of their respective properties described in **Exhibit A, Non-Exclusive Permanent Easement PE-8** and depicted in **Exhibit B, Non-Exclusive Permanent Easement PE-8** and **Exhibit A, Non-Exclusive Permanent Easement PE-7A**. Otherwise, the owner of the Davis Property and the owner of the Hellman Property each shall have full use and occupancy of land over which the easements pass.
5. **Maintenance.** The owners agree to share equally the cost and expense of maintaining the Easements in good operating condition and to share equally the cost and expense of affecting any repair to said Easements, accruing from and after the date of this Agreement.
6. **Effect of Easement.** This Agreement and the Easements created herein are for the benefit of the owners of the Davis Property and the Hellman Property, and for their respective successors and assigns. This Agreement is a covenant running with the land, and shall remain in effect until a written modification or termination, signed by the then-current owners of the Davis Property and the Hellman Property, as recorded in the real property records of El Paso County, Colorado.

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Signature Pages Follow

IN WITNESS WHEREOF, the parties have executed the Joint Access Easements and Maintenance Agreement as of the date first written above.

Jane Davis Living Trust

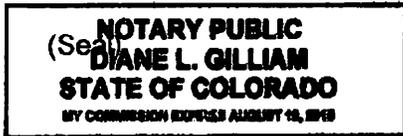
By: Jane Davis this 34 day of September, 2014.

State of Colorado)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 24th day of September, 2014 by Jane Davis as the Trustee authorized to act on behalf of Jane Davis Living Trust.

Witness my hand and official seal.

Diane L. Gilliam
Notary Public



My Commission Expires: 08/18/2015

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Signature Page Follows

Sherman G. Madere and Dorothea E. Hellman Testamentary Trust U/W dated December 23, 1978 and the Emanuel S. Hellman Revocable Trust Dated November 18, 1982 and the Simons Family Decedents Trust Dated May 10, 1995

SHERMAN G. MADERE

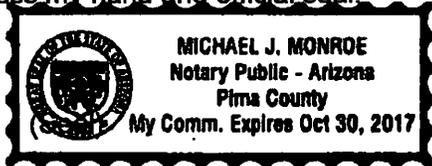
Sherman Madere

Sherman G. Madere

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Sherman G. Madere.

Witness my hand and official seal.



Michael J. Monroe
Notary Public

My Commission Expires: Oct 17 '17

DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978

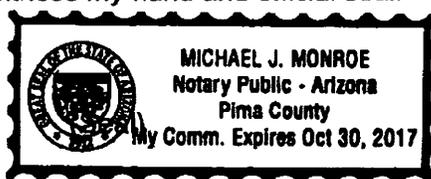
By: *[Signature]*

Title: Trustee

State of Arizona)
County of Pima) ss

The foregoing instrument was acknowledged before me this 6th day of October, 2014, by Emanuel S. Hellman as Trustee of the Dorothea E. Hellman Testamentary Trust U/W Dated December 23, 1978.

Witness my hand and official seal.



Michael J. Monroe
Notary Public

My Commission Expires: Oct 17 '17

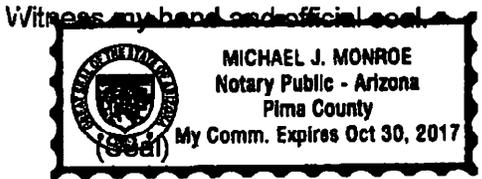
EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982

By: [Signature]

Title: Trustee

State of Arizona)
County of Pima) SS

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Emanuel S. Hellman as Trustee of the Emanuel S. Hellman Revocable Trust Dated November 18, 1982.



[Signature]
Notary Public

My Commission Expires: October 30, 2017

THE SIMONS FAMILY DECEDENTS TRUST DATED MAY 10, 1995

By: [Signature]

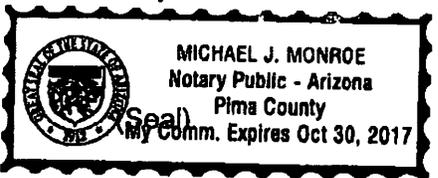
Title: Trustee

State of Arizona)
County of Pima) SS

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Emanuel S. Hellman as Trustee of the Simons Family Decedents Trust Dated May 10, 1995.

revised
Lee Anne Simons

Witness my hand and official seal.



[Signature]
Notary Public

My Commission Expires: Oct 17, '17

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 229036

NON-EXCLUSIVE PERMANENT EASEMENT PE-8

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000378, C/O JANE DAVIS LIVING TRUST, JANE DAVIS, TRUSTEE, 9060 ELBERT ROAD, PEYTON, COLORADO 80831-8319, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 1,312.10 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID NORTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;
2. NORTH 89°54'32" EAST ALONG THE SOUTH LINE OF SAID SOUTH HALF A DISTANCE OF 14.45 FEET FOR THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID SOUTH LINE NORTH 89°54'32" EAST A DISTANCE OF 99.95 FEET, THENCE;
4. NORTH 00°05'24" WEST A DISTANCE OF 20.00 FEET, THENCE;
5. SOUTH 89°54'32" WEST A DISTANCE OF 101.81 FEET, THENCE;
6. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 0°44'24", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 20.09 FEET, A CHORD BEARING OF SOUTH 05°23'29" EAST AND A CHORD LENGTH OF 20.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,017.19 SQUARE FEET, (0.046 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 34, MONUMENTED WITH A FOUND 3/4" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



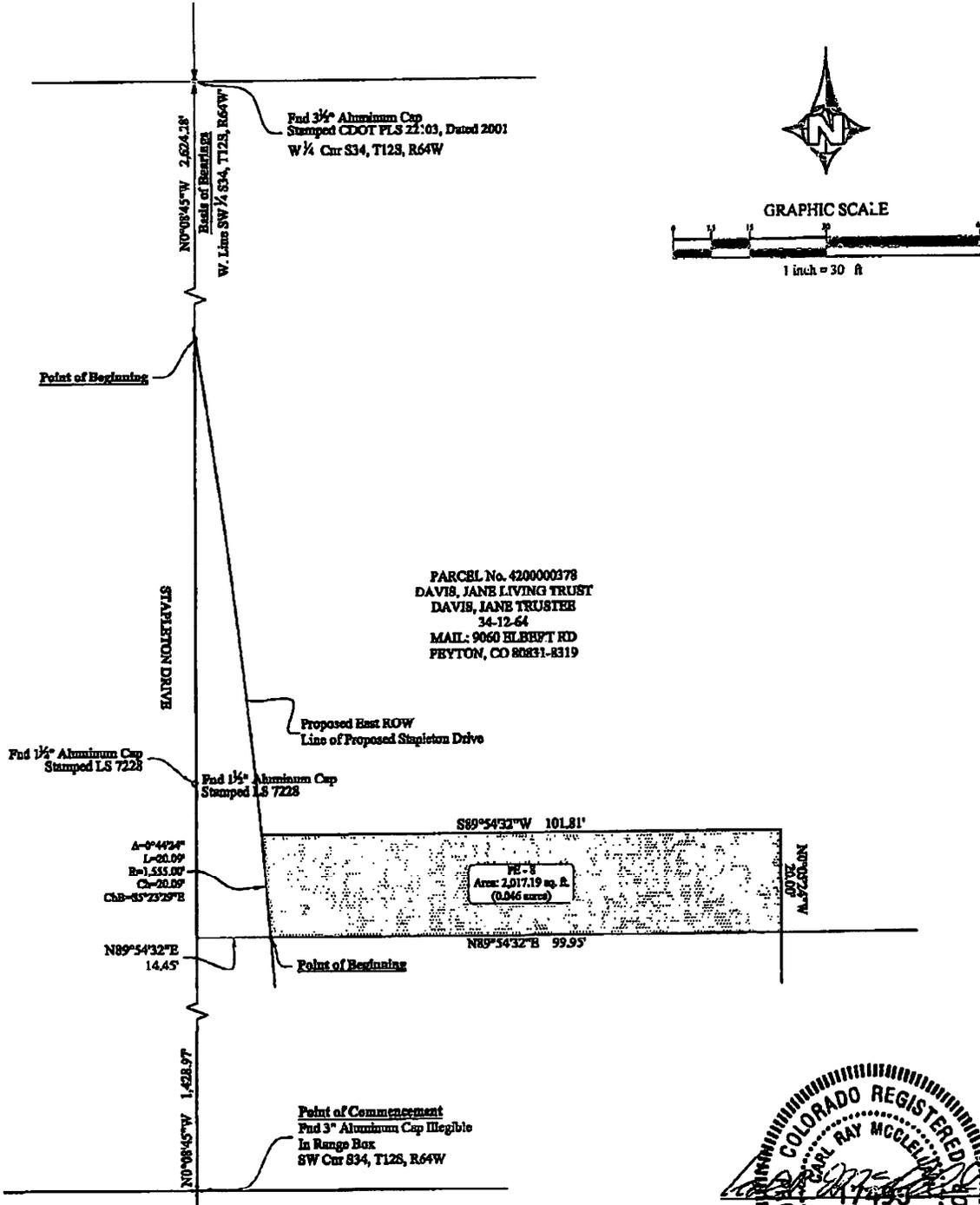
SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT B

**EL PASO COUNTY PROJECT NUMBER 229036
NON-EXCLUSIVE PERMANENT EASEMENT PE-8**

SITUATE
THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



COLORADO REGISTERED
CAROL RAY MCGLELLAN
Professional Land Surveyor
LS NO. 10000

SCALE: 1"=30' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 229036

NON-EXCLUSIVE PERMANENT EASEMENT PE-7A

SITUATE

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

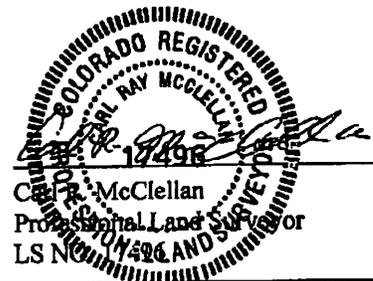
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4200000214, LOCATED AT JUDGE ORR ROAD, C/O SHERMAN G. MADERE AND DOROTHEA E. HELLMAN TESTAMENTARY TRUST U/W DATED DECEMBER 23, 1978 AND THE EMANUEL S. HELLMAN REVOCABLE TRUST DATED NOVEMBER 18, 1982 AND THE RALPH S. SIMONS TRUST DATED JUNE 28, 1994, LEE ANNA SIMONS, TRUSTEE, 6059 NORTH PINCHOT ROAD, TUCSON, ARIZONA 85750-1072, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;

1. NORTH 00°08'45" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 1,312.10 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, THENCE;
2. NORTH 89°54'32" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF A DISTANCE OF 14.45 FEET FOR THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE NORTH 89°54'32" EAST A DISTANCE OF 99.95 FEET, THENCE;
4. SOUTH 00°05'24" EAST A DISTANCE OF 20.00 FEET, THENCE;
5. SOUTH 89°54'32" WEST A DISTANCE OF 98.36 FEET, THENCE;
6. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 0°44'21", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 20.06 FEET, A CHORD BEARING OF NORTH 04°39'06" WEST AND A CHORD LENGTH OF 20.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,982.67 SQUARE FEET, (0.046 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 34, MONUMENTED WITH A FOUND 3½" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE NORTH AND WITH A FOUND 3" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX ON THE SOUTH AND WHICH WAS ASSUMED TO BEAR NORTH 00°08'45" WEST A DISTANCE OF 2,624.28 FEET.



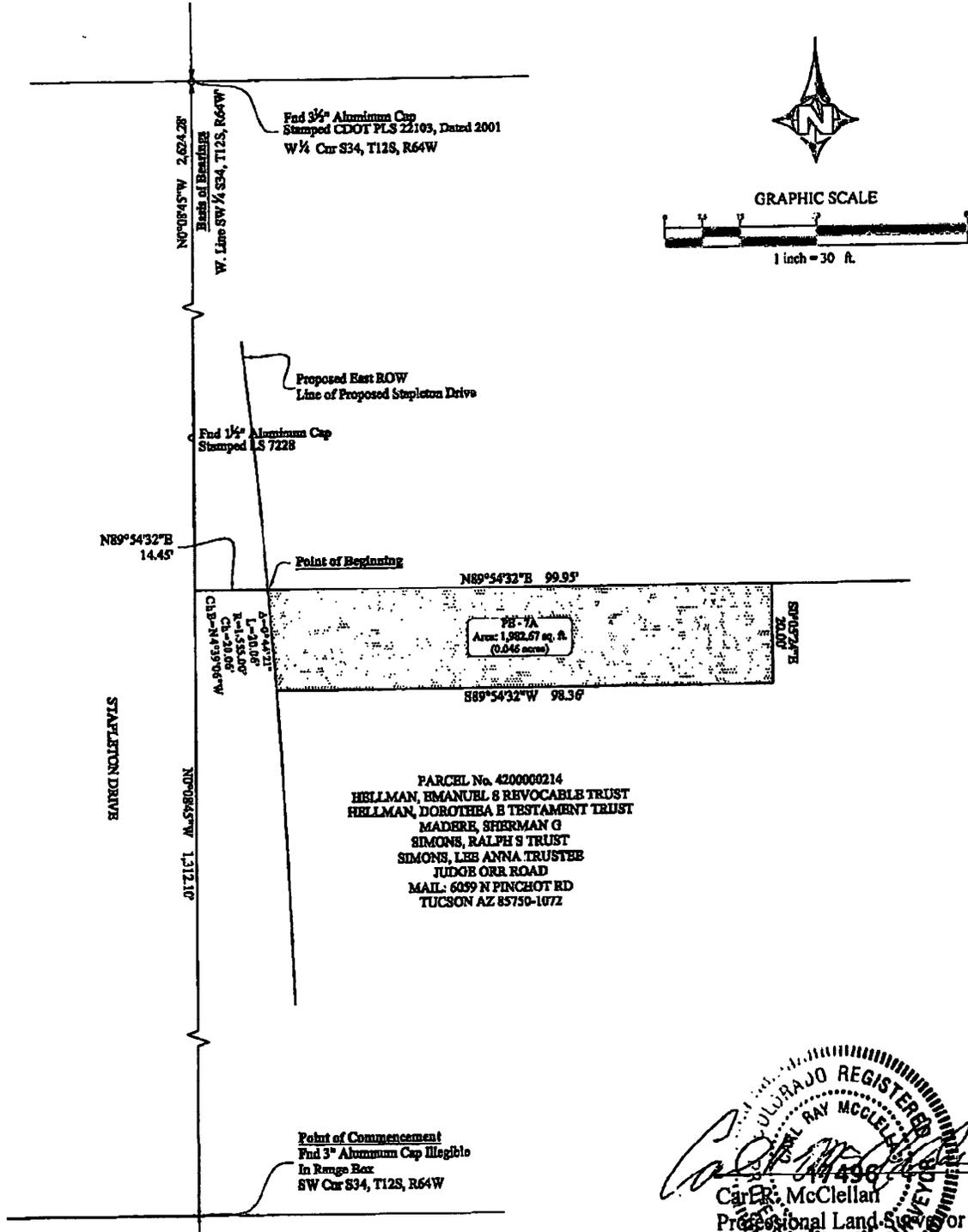
SCALE: NONE DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

EXHIBIT B

**EL PASO COUNTY PROJECT NUMBER 229036
NON-EXCLUSIVE PERMANENT EASEMENT PE-7A**

SITUATE
THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



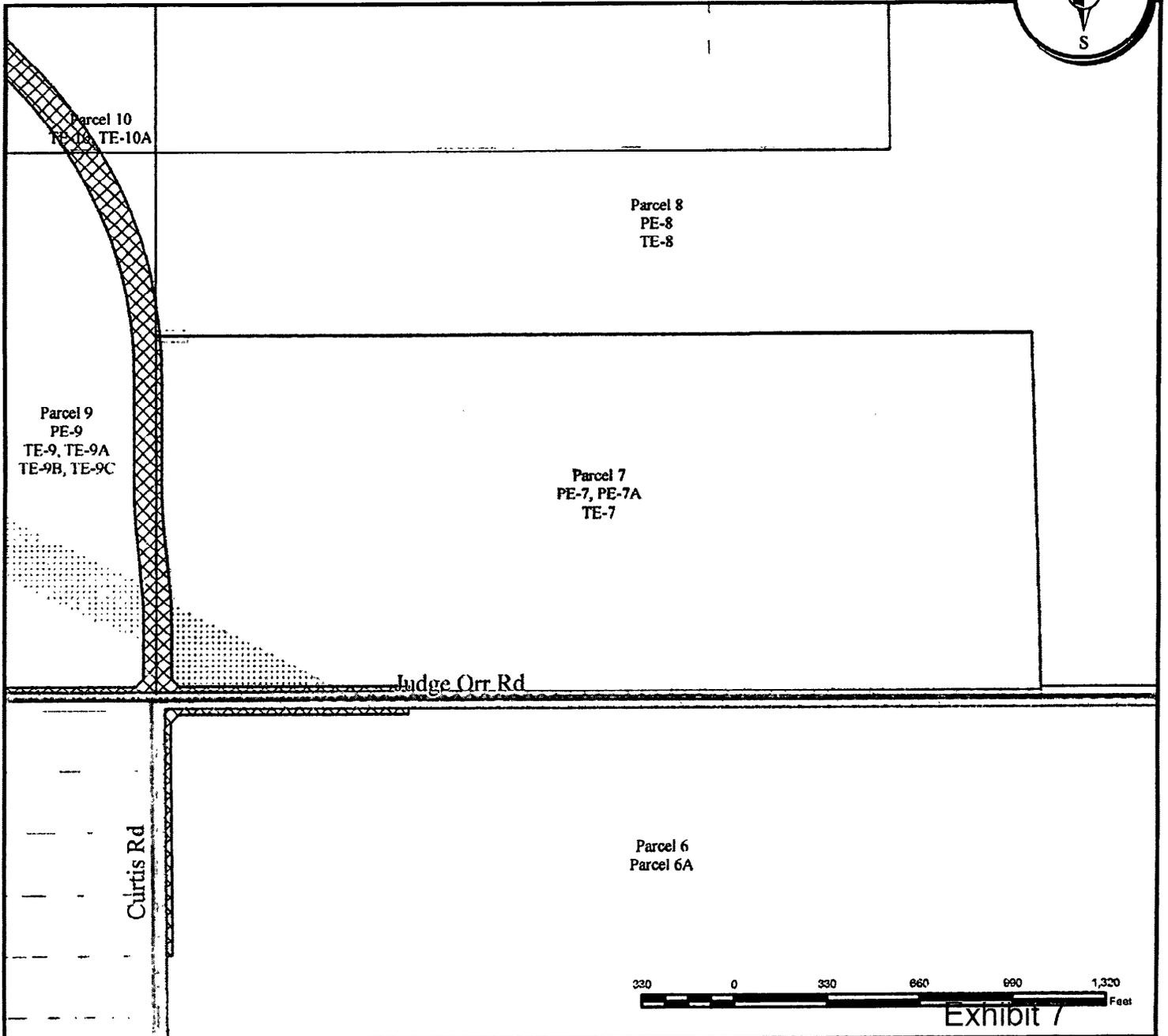
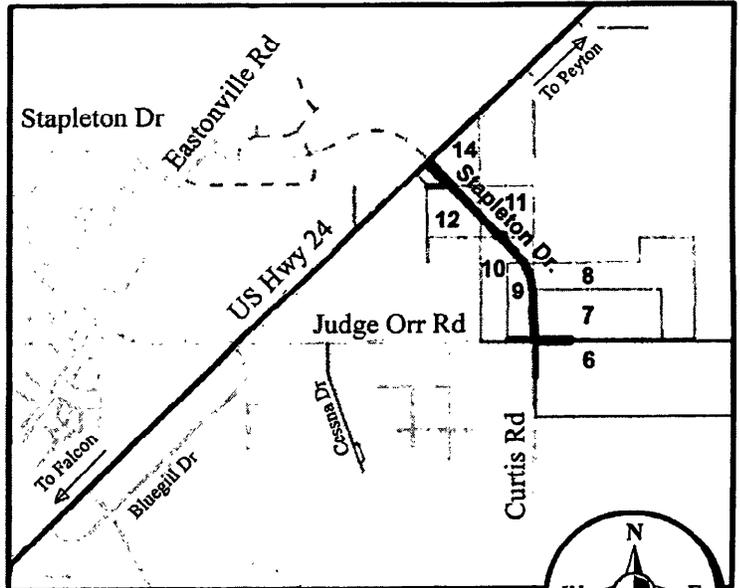
SCALE: 1"=30' DATE: 12/18/13
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY
PUBLIC SERVICES DEPARTMENT

Stapleton Drive Extension Parcel 7, PE-7, PE-7A, TE-7

Legend

-  Affected Properties
-  Subject Property
-  ROW Acquisition
-  Permanent Easement
-  Temporary Easement
-  GIS Parcel Lines
-  Roadways



STAPLETON CORRIDOR STUDY



**Stapleton
Corridor Study**



Preferred Access Control Concept

As Approved by the
El Paso County Board
of County Commissioners
Date: 12/1/07