



SHEET 1 OF 3

LEGAL DESCRIPTION

REVOCABLE LICENSE AREA 2

A REVOCALBE LICENSE AREA LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6^{TH} P.M., EL PASO COUNTY COLORADO.

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE WEST LINE OF A PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT THE SOUTH AND NORTH ENDS BY FOUND REBAR AND PLASTIC SURVEYORS CAP, PLS 24964, RECORDED AS BEARING N00°49'36"W, WITH A DISTANCE OF 750.00 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N00°49'36"W ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 327.24 FEET; THENCE S89°38'32"E, A DISTANCE OF 288.06 FEET TO THE **POINT OF BEGINNING**;

THENCE N45°21'28"E, A DISTANCE OF 61.90 FEET;

THENCE N00°21'28"E, A DISTANCE OF 107.36 FEET;

THENCE N20°44'53"E, A DISTANCE OF 81.62 FEET;

THENCE N00°21'28"E, A DISTANCE OF 40.20 FEET;

THENCE N20°07'39"W, A DISTANCE OF 35.14 FEET;

THENCE N33°14'37"W, A DISTANCE OF 23.36 FEET;

THENCE N44°38'32"W, A DISTANCE OF 37.73 FEET;

THENCE N67°08'32"W, A DISTANCE OF 44.73 FEET;

THENCE N22°08'32"W, A DISTANCE OF 21.67 FEET;

THENCE N00°16'42"E, A DISTANCE OF 44.18 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND;

THENCE N89°10'19"E ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET;

THENCE S00°16'42"W. A DISTANCE OF 40.60 FEET:

THENCE S22°08'32"E, A DISTANCE OF 9.43 FEET;

THENCE S67°08'32"E, A DISTANCE OF 40.42 FEET;

THENCE S44°38'32"E, A DISTANCE OF 43.71 FEET;

THENCE S33°14'37"E, A DISTANCE OF 27.65 FEET;

THENCE S20°07'39"E, A DISTANCE OF 41.05 FEET;

THENCE S00°21'28"W, A DISTANCE OF 47.41 FEET;



SHEET 2 OF 3

LEGAL DESCRIPTION

THENCE S20°44'53"W, A DISTANCE OF 81.62 FEET;

THENCE S00°21'28"W, A DISTANCE OF 112.05 FEET;

THENCE S45°21'28"W, A DISTANCE OF 34.26 FEET;

THENCE S00°21'28"W, A DISTANCE OF 11.26 FEET;

THENCE N89°38'32"W, A DISTANCE OF 39.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 9,983.49 SQUARE FEET (0.23 ACRES) MORE OR LESS.

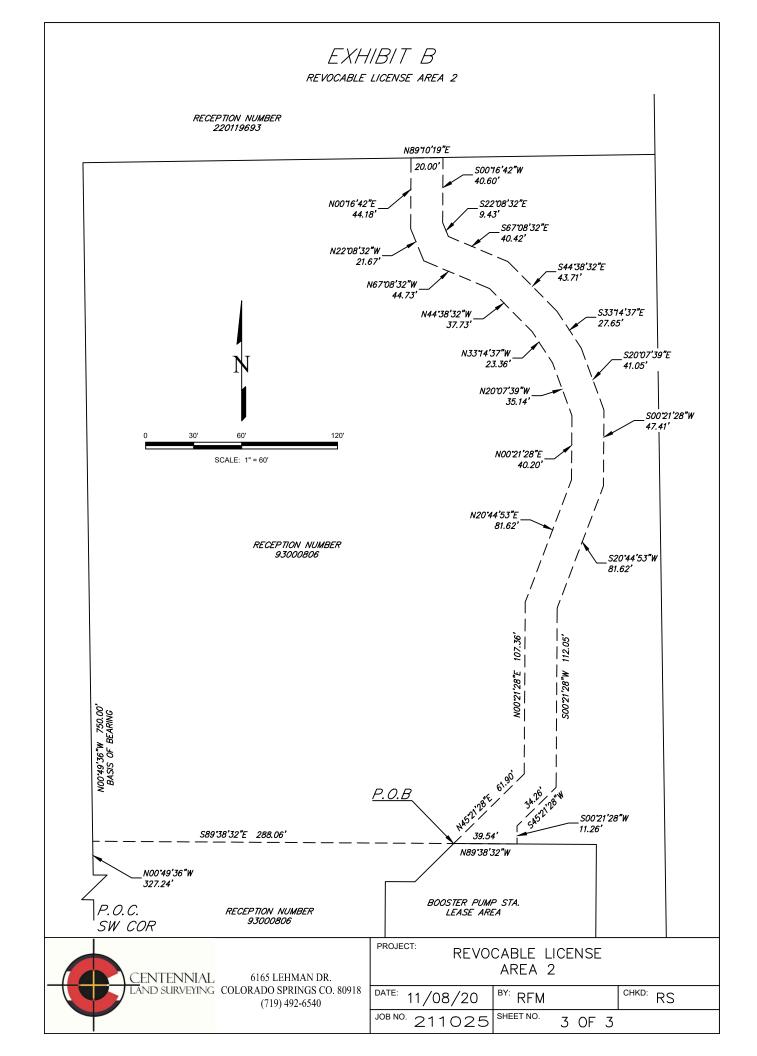




EXHIBIT A

SHEET 1 OF 2

LEGAL DESCRIPTION

REVOCABLE LICENSE AREA 1

A REVOCALBE LICENSE AREA LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6^{TH} P.M., EL PASO COUNTY COLORADO.

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE WEST LINE OF A PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT THE SOUTH AND NORTH ENDS BY FOUND REBAR AND PLASTIC SURVEYORS CAP, PLS 24964, RECORDED AS BEARING N00°49'36"W, WITH A DISTANCE OF 750.00 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N00°49'36"W ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 204.52 FEET; THENCE S89°38'32"E, A DISTANCE OF 287.45 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE S89°38'32E, A DISTANCE OF 30.50 FEET;

THENCE S00°21'28"W, A DISTANCE OF 39.86 FEET;

THENCE S32°38'03"W,A DISTANCE OF 159.90 FEET;

THENCE S45°21'28"W, A DISTANCE OF 35.68 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND;

THENCE S89°10'19"W ALONG SAID SOUTH LINE, A DISTANCE OF 62.94 FEET;

THENCE N67°37'55"E, A DISTANCE OF 44.21 FEET;

THENCE N32°38'03"E, A DISTANCE OF 191.50 FEET;

THENCE N00°21'28"E, A DISTANCE OF 22.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 8,092.75 SQUARE FEET (0.18 ACRES) MORE OR LESS.

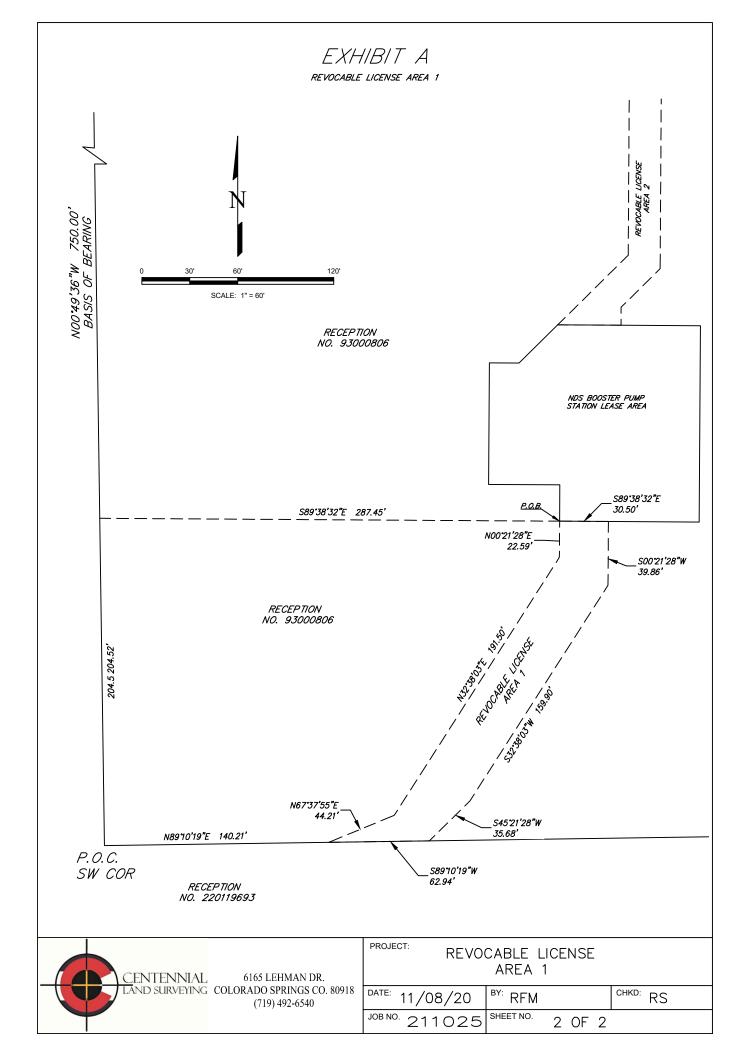




EXHIBIT A

SHEET 1 OF 2

LEGAL DESCRIPTION

NDS BOOSTER PUMP STATION LEASE AREA

A REVOCALBE LICENSE AREA LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6^{TH} P.M., EL PASO COUNTY COLORADO.

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE WEST LINE OF A PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT THE SOUTH AND NORTH ENDS BY FOUND REBAR AND PLASTIC SURVEYORS CAP, PLS 24964, RECORDED AS BEARING N00°49'36"W, WITH A DISTANCE OF 750.00 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N00°49'36"W ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 204.52 FEET; THENCE S89°38'32"E, A DISTANCE OF 287.45 FEET TO THE **POINT OF BEGINNING**;

THENCE N00°21'28"E, A DISTANCE OF 22.69 FEET;

THENCE N89°38'32"W, A DISTANCE OF 44.50 FEET;

THENCE N00°21'28"E, A DISTANCE OF 75.95 FEET:

THENCE S89°38'32"E, A DISTANCE OF 18.52 FEET;

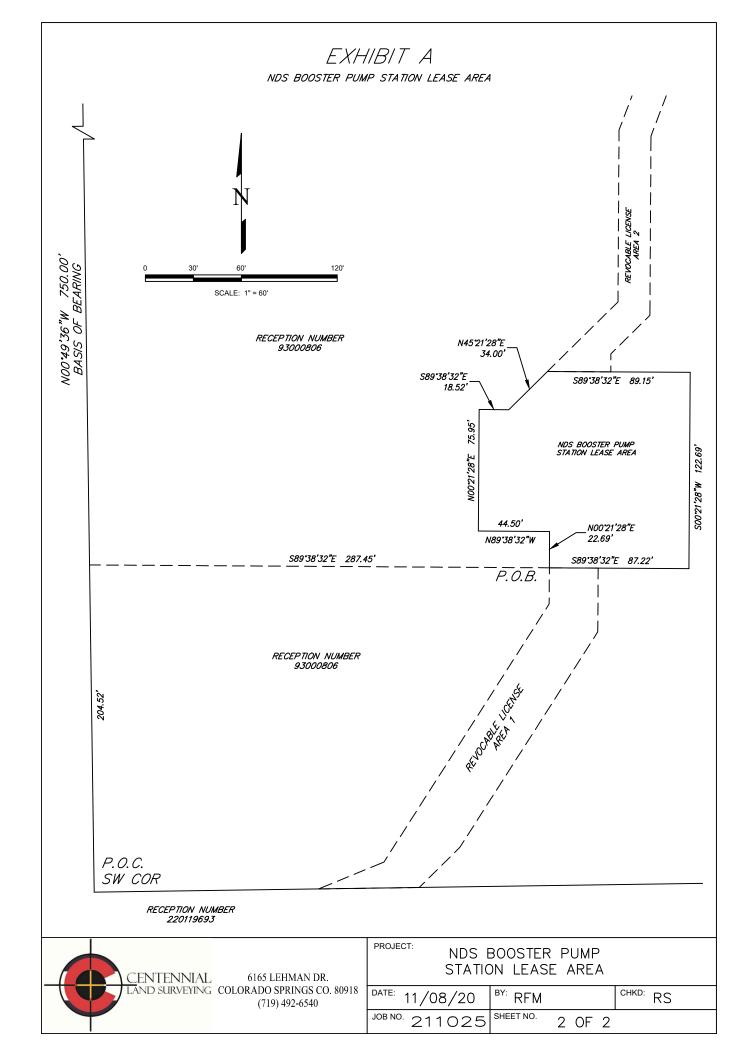
THENCE N45°21'28"E, A DISTANCE OF 34.00 FEET;

THENCE N89°38'32"W, A DISTANCE OF 89.15 FEET;

THENCE S00°21'28"W, A DISTANCE OF 122.69 FEET;

THENCE N89°38'32W, A DISTANCE OF 87.22 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,415.77 SQUARE FEET (0.33 ACRES) MORE OR LESS.





SHEET 1 OF 4

LEGAL DESCRIPTION

ACCESS EASEMENT

AN ACCESS EASEMENT LOCATED IN PORTIONS OF THE SOUTH HALF OF SECTION 3 AND SECTION 4, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6^{TH} P.M., EL PASO COUNTY COLORADO.

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE SOUTH LINE OF AN ACCESS AS SHOWN UNDER RECEPTION NO. 206900199 OF THE RECORDS OF EL PASO COUNTY, COLORADO, SAID LINE LOCATED AT THE WEST END AT THE HIGHWAY 83 RIGHT OF WAY TIE IN; BEING MONUMENTED AT THE WEST END BY A FOUND 3/4" PIPE AND AT THE EAST END BY A FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 24964, RECORDED AS BEARING S78°38'42"W, WITH A DISTANCE OF 357.31 FEET.

COMMENCING AT THE SOUTH CORNER OF AN ACCESS TRACT ON THE EAST RIGHT OF WAY OF HIGHWAY 83 AS SHOWN UNDER RECEPTION NO. 206900199 OF SAID RECORDS; THENCE N16°40'05"E ALONG THE WEST LINE OF SAID ACCESS TRACT ALSO BEING THE EAST RIGHT OF WAY OF HIGHWAY 83, A DISTANCE OF 14.01 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE N16°40'05"E ALONG SAID LINE, A DISTANCE OF 67.68 FEET;

THENCE N75°38'40"E, A DISTANCE OF 78.34 FEET;

THENCE S12°40'24"E, A DISTANCE OF 39.62 FEET;

THENCE N77°19'36"E, A DISTANCE OF 76.48 FEET;

THENCE N62°15'37"E, A DISTANCE OF 123.71 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 209.07 FEET, A CENTRAL ANGLE OF 23°42'10", WHOSE CHORD BEARS N79°44'02"E, 85.88 FEET FOR A LENGTH OF 86.49 FEET TO A POINT OF NON-TANGENT REVERSE CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RAIUS OF 426.34 FEET, A CENTRAL ANGLE OF 18°26'35", WHOSE CHORD BEARS N69°29'09"E, 136.65 FEET FOR A LENGTH OF 137.24 FEET TO A POINT ON NON-TANGENT REVERSE CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 247.06 FEET, A CENTRAL ANGLE OF 13°58'09", WHOSE CHORD BEARS N60°32'14"E, 60.09 FEET FOR A LENGTH OF 60.23 FEET; THENCE N74°13'06"E, A DISTANCE OF 133.82 FEET;

THENCE N79°48'16"E, A DISTANCE OF 59.93F FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS 391.12 FEET, A CENTRAL ANGLE OF 15°51'41", WHOSE CHORD BEARS N87°23'07"E, 107.93 FEET, FOR A LENGTH OF 108.27 FEET; THENCE N23°18'23"E, A DISTANCE OF 30.98 FEET TO A POINT ON A CURVE AND BEING ON THE NORTHERLY EDGE OF SAID ACCESS TRACT;

THENCE ALONG SAID NORTHERLY EDGE AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 261.92 FEET, A CENTRAL ANGLE OF 12°13'13", WHOSE CHORD BEARS S72°22'18"E, 55.76 FEET, FOR A LENGTH OF 55.86 FEET;

THENCE LEAVING SAID NORTHERLY EDGE AND ARC \$23°00'51"W, A DISTANCE OF 46.77 FEET TO A POINT OF NON-TANGENT CURVE;



SHEET 2 OF 4

LEGAL DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 206.74 FEET, A CENTRAL ANGLE OF 24°34'06", WHOSE CHORD BEARS N79°50'22"W, 87.97 FEET FOR A LENGTH OF 88.65 FEET; THENCE S83°38'55"W, A DISTANCE OF 89.12 FEET;

THENCE S74°30'30"W, A DISTANCE OF 167.24 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193.07 FEET, A CENTRAL ANGLE OF 16°04'36", WHOSE CHORD BEARS S61°01'16"W, 54.00 FEET FOR A LENGTH OF 54.17 FEET TO A POINT OF NON-TANGENT REVERSE CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 319.15 FEET, A CENTRAL ANGLE OF 26°38'50", WHOSE CHORD BEARS S66°36'44"W, 147.10 FEET FOR A LENGTH OF 148.43 FEET TO A POINT OF NON-TANGENT REVERSE CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.50 FEET, A CENTRAL ANGLE OF 26°49'57", WHOSE CHORD BEARS S78°01'08"W, 104.64 FEET FOR A LENGTH OF 105.61 FEET; THENCE S61°14'11"W, A DISTANCE OF 75.82 FEET;

THENCE S76°08'08"W, A DISTANCE OF 214.43 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 24,778.58 SQUARE FEET (0.56 ACRES) MORE OR LESS.

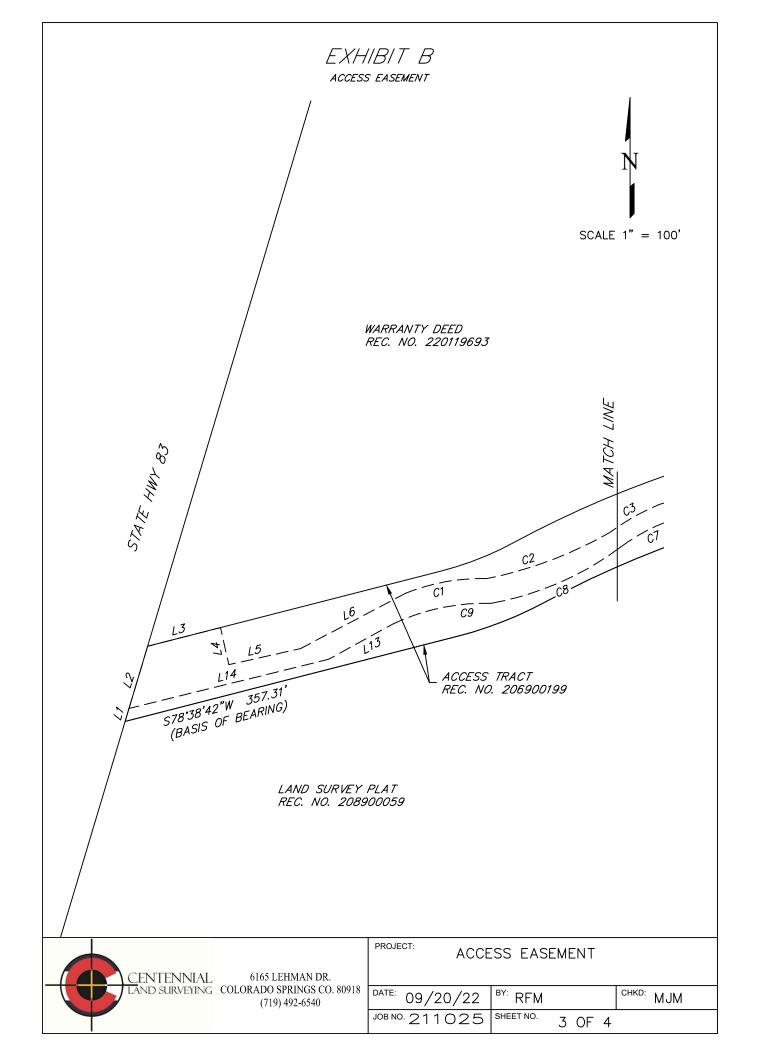
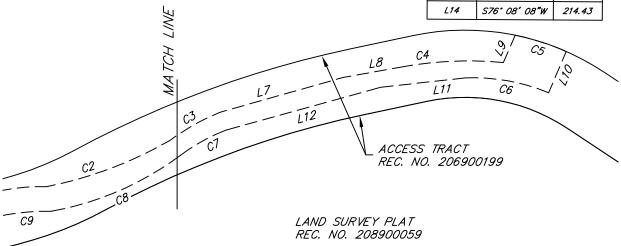


EXHIBIT B ACCESS EASEMENT



Parcel Line Table		
Line #	Direction	Length
L1	N16° 40' 05"E	14.01
L2	N16° 40' 05"E	67.68
L3	N75° 38' 40"E	78.34
L4	512° 40' 24"E	39.62
L5	N77° 19' 36"E	76.48
L6	N62° 15' 37"E	123.71
L7	N74° 13' 06"E	133.82
L8	N79° 48' 16"E	59.93
L9	N23° 18' 23"E	30.98
L10	S23° 00' 51"W	46.77
L11	S83° 38′ 55″W	89.12
L12	S74° 30′ 30″W	167.24
L13	S61° 14′ 11"W	75.82
L14	S76° 08' 08"W	214.43

WARRANTY DEED REC. NO. 220119693



CURVE TABLE					
CURVE	RADIUS	DEL TA	LENGTH	CH BEARING	CHORD
C1	209.07	23°42′10″	86.49'	N79°44'02"E	85.88'
C2	426.34	18°26'35"	137.24'	N69°29'09"E	136.65'
C3	247.06'	13*58'09"	60.23'	N60°32'14"E	60.09'
C4	391.12'	15°51'41"	108.27*	N87°23'07"E	107.93'
C5	261.92'	1273'13"	<i>55.86</i> ′	S72°22'18"E	<i>55.76</i> ′
C6	206.74	24'34'06"	88.65'	N79°50'22"W	87.97'
<i>C7</i>	193.07'	16°04'36"	54.17°	S61°01′16"W	54.00°
C8	<i>319.15</i> ′	26 38 50"	148.43'	S66*36'44"W	147.10'
<i>C9</i>	225.50'	26°49'57"	105.61*	S78°01'08"W	104.64



PROJECT: ACCESS EASEMENT

80918	DATE: 00 /00 /00	BY. DEM	CHKD: A IA
	DATE: 09/20/22	BY: RFM	CHKD: MJM
	JOB NO:211025	SHEET NO. 4 OF 4	

CENTENNIAL 6165 LEHMAN DR. LAND SURVEYING COLORADO SPRINGS CO. 80918 (719) 492-6540



EXHIBIT E

SHEET 1 OF 2

LEGAL DESCRIPTION

WATER EASEMENT

A WATER EASMENT LOCATED WITHIN A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 220119693 OF THE RECORDS OF EL PASO COUNTY, COLORADO, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6^{TH} P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT EACH END BY FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 24964, RECORDED AS BEARING N89°10'19"E, WITH A DISTANCE OF 420.00 FEET.

COMMENCING AT THE NORTHEAST CORNER OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S89°10'19"W ALONG THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806, ALSO BEING A COMMON LINE WITH A TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 220119693 OF THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 132.52 FEET TO THE **POINT OF BEGINNING**:

THENCE CONTINUE S89°10'19"W ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET;

THENCE N00°16'42"E, A DISTANCE OF 180.70 FEET;

THENCE N11°03'15"W, A DISTANCE OF 17.14 FEET;

THENCE N54°47'35"W, A DISTANCE OF 156.00 FEET;

THENCE N10°40'37"W, A DISTANCE OF 43.28 FEET;

THENCE N79°01'42"E, A DISTANCE OF 29.99 FEET;

THENCE S10°58'18"E, A DISTANCE OF 20.00 FEET;

THENCE S78°56'12"W, A DISTANCE OF10.10 FEET;

THENCE S10°40'37"E, A DISTANCE OF 15.26 FEET;

THENCE S54°47'35"E, A DISTANCE OF 155.92 FEET;

THENCE S11°03'15"E, A DISTANCE OF 27.15 FEET;

THENCE S00°16'42"W, A DISTANCE OF 182.30 FEET;

THENCE S89°10'19"W, A DISTANCE OF 267.48 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 8,179 SQUARE FEET (.19 ACRES) MORE OR LESS.

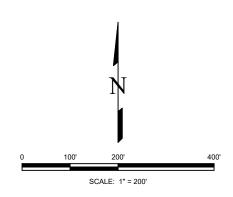
EXHIBIT E

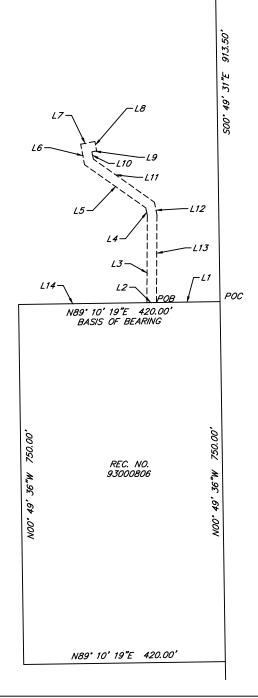
WATER EASEMENT

S89° 01' 49″E 1183.81' NORTH LINE REC. NO. 220119693

Line Table		
Line #	Direction	Length
L1	S89° 10′ 19″W	132.52
L2	S89° 10′ 19″W	20.00
L3	NOO* 16' 42"E	180.70
L4	N11° 03′ 15″W	17.14
L5	N54° 47' 35"W	156.00
L6	N10° 40′ 37″W	43.28
<i>L7</i>	N79° 01' 42"E	29.99
L8	S10° 58' 18"E	20.00
L9	S78° 56' 12"W	10.10
L10	S10° 40′ 37″E	15.26
L11	S54° 47' 35″E	155.92
L12	S11° 03' 15"E	27.15
L13	500° 16′ 42″W	182.30
L14	589° 10′ 19″W	267.48









16115 NORTHCLIFF SQ. ELBERT, CO 80106 (719) 492-6540 PROJECT: WATER EASEMENT

DATE: 02/20/23 BY: MJM CHKD: RS

JOB NO. 211025 SHEET NO. 2 OF 2



SHEET 1 OF 2

LEGAL DESCRIPTION

GENERAL UTILITY EASEMENT

A GENERAL UTILITY EASEMENT LOCATED IN THE WEST HALF OF SECTION 3 AND THE EAST HALF OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6^{TH} P.M., EL PASO COUNTY COLORADO.

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT EACH END BY FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 24964, RECORDED AS BEARING N89°10'19"E, WITH A DISTANCE OF 420.00 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S68°16'50"W, A DISTANCE OF 285.37 FEET;

THENCE S15°55'12"W, A DISTANCE OF 36.18 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE \$15°55'12"W, A DISTANCE OF 40.54 FEET;

THENCE N63°52'31"W, A DISTANCE OF 81.43 FEET;

THENCE S71°46'10"W, A DISTANCE OF 754.36 FEET;

THENCE S14°48'33"E, A DISTANCE OF 9.39 FEET TO A POINT ON THE NORTHERLY EDGE OF A 70.00 FOOT EXCEPTION AS DESCRIBED UNDER RECEPTION NO. 220119693 OF SAID RECORDS;

THENCE S75°38'40"W ALONG SAID NORTHERLY EDGE, A DISTANCE OF 78.39 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF STATE HIGHWAY 83;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF STATE HIGHWAY 83 AND BEING THE WESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 220119693 OF SAID RECORDS THE FOLLOWING FOUR (4) COURSES:

- 1. N16°40'05"E, A DISTANCE OF 631.22 FEET;
- 2. N14°59'05"E, A DISTANCE OF 254.30 FEET TO A POINT OF CURVE;
- 3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1482.50 FEET, A CENTRAL ANGLE OF 7°22'59 WHOSE CHORD BEARS N07°58'35"E, 190.90 FEET, FOR A LENGTH OF 191.03 FEET;
- 4. N15°55'35"E, A DISTANCE OF 10.81 FEET;

THENCE S89°38'32"E, A DISTANCE OF 63.03 FEET;

THENCE S00°21'28"W, A DISTANCE OF 37.47 FEET;

THENCE S14°39'13"W, A DISTANCE OF 352.81 FEET;

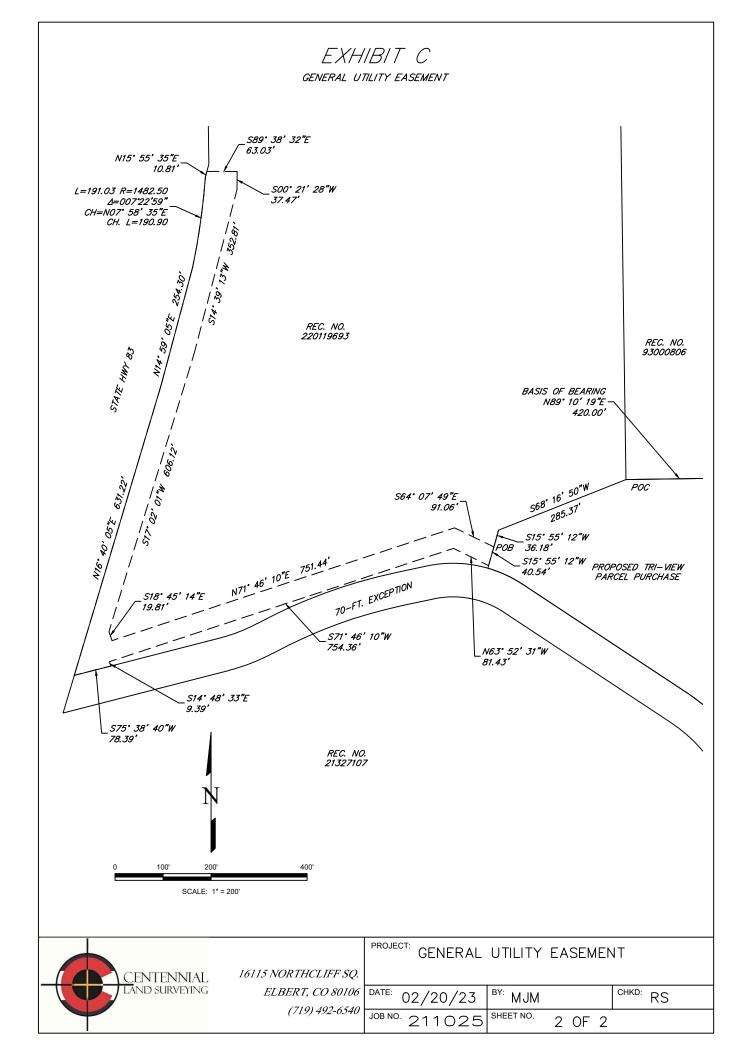
THENCE S17°02'01"W, A DISTANCE OF 606.12 FEET;

THENCE S18°45'14"E, A DISTANCE OF 19.81 FEET;

THENCE N71°46'10"E. A DISTANCE OF 751.44 FEET:

THENCE S64°07'49"E, A DISTANCE OF 91.06 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 86,647 SQUARE FEET (1.99 ACRES) MORE OR LESS.



223009257 1/31/2023 4:05 PM PGS 17 \$93.00 DF \$0.00

Electronically Recorded Official Records El Paso County CO Steve Schleiker, Clerk and Recorder

GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT ("Agreement") is made and entered into this 20 day of January, 2023, by and between Joshua and Teresa Erickson, (collectively "Grantor"); and, the Triview Metropolitan District, a quasi-municipal special district and political subdivision of the State of Colorado, by and through its utility enterprise ("Triview" or "Grantee").

RECITALS

- A. Grantor is the owner of the certain real property described in the records of the El Paso County Assessor as Schedule No. 6100000517, the relevant portion of which is more particularly depicted on the attached **Exhibit A** map ("Grantor's Property"); and
- B. Triview is developing water delivery infrastructure commonly referenced as the Northern Delivery System ("NDS"), which will provide Triview with a means of delivery of renewable and reusable water supplies to its service area; and
- C. The parties have identified portions of the Grantor's Property which will provide Grantee with efficient and reliable means of access, ingress, and egress, for use, operation, maintenance, repair, and replacement of a portion of the NDS, the "NDS Pipeline Easement." The NDS Pipeline Easement is depicted on the attached **Exhibit A** map, and more particularly described on the attached **Exhibit B**. That portion of the NDS that will be contained in the "NDS Pipeline Easement," a municipal water pipeline, is hereinafter referred to as the "NDS Pipeline;" and
- D. Grantee wishes to acquire, and Grantor wishes to grant, the NDS Pipeline Easement on, over, and across the Grantor's Property, and the parties have agreed upon terms and conditions surrounding the use, operation, maintenance, repair, and replacement of the infrastructure within the NDS Pipeline Easement, and Grantor is willing to grant such NDS Pipeline Easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Grant of NDS Pipeline Easement. Grantor hereby grants and conveys to Grantee a perpetual and nonexclusive easement over, across, and through the Grantor's Property, for the purposes of access to, ingress and egress from, and operation, maintenance, repair, and replacement of a municipal water pipeline, the NDS Pipeline, being a portion of the NDS project, generally described as extending from a culvert under Baptist Road on the southeastern portion of the Grantor's Property to a point at the south-western edge of Grantor's Property, as more particularly depicted and described on the attached Exhibits A and B, respectively ("NDS Pipeline Easement"), as incorporated herein by reference. Such NDS Pipeline Easement shall be appurtenant to Grantor's Property, and shall be further appurtenant to Triview's NDS project, and the NDS Pipeline Easement's use and enjoyment shall be contingent upon the continued use and operation of the NDS project. Construction of the NDS Pipeline across Grantor's property shall occur as specified in the attached Exhibit C and the accompanying "Grant of Temporary Construction Easement Agreement" signed by the parties.
 - 2. Purpose of NDS Pipeline Easement. The NDS Pipeline Easement granted

herein shall be utilized for access, ingress and egress, and for the operation, maintenance, repair, and replacement of a permanent underground municipal water pipeline and associated infrastructure, specifically concerning that portion of Triview's NDS project as further described in Paragraph 1, above. Grantee shall conduct all necessary construction or maintenance work within the NDS Pipeline Easement expediently and in such a manner that will not unreasonably interfere with, obstruct, or impede the Grantor's use and enjoyment of Grantor's Property. Grantee covenants that it shall protect and hold harmless Grantor, and its successors and assigns, from and against all damages, liabilities, claims, suits, or causes of action which arise from or relate to the exercise of the easement rights granted herein. This indemnity shall survive the termination of this agreement.

- 3. <u>Non-interference</u>. Grantor shall not cause any interference in Grantee's proper use of the NDS Pipeline Easement. No buildings, structures, or other improvements shall be placed or constructed on or within the NDS Pipeline Easement by the Grantor without Grantee's prior written consent. Grantee shall have the right to remove any obstructions or improvements from NDS Pipeline Easement which interfere with the proper use of such easement. Grantee may exercise this right without liability and without an obligation to replace any removed obstructions or improvements; provided, however, Grantee agrees that if it is required to disturb the surface of the easement granted herein for the uses set forth herein, it shall restore any such disturbance to the pre-disturbance condition, and shall do so consistent with all other terms and conditions of this Agreement. The Parties acknowledge that as of the date of the signing of this Agreement no pre-existing man-made obstructions exist within the easements granted herein interfering with Grantee's respective use and enjoyment.
- 4. <u>Use of Easement/Restoration</u>. The NDS Pipeline Easement may be utilized by both the Grantor and Grantee for all lawful purposes consistent with the terms and conditions herein. Following installation of the NDS Pipeline by Grantee and its agents, contractors and assigns, Grantee shall restore the land to a condition substantially similar to that existing prior to the pipe being installed, including re-establishment of native vegetation. Notwithstanding the foregoing, Grantee shall cause the restoration of the NDS Pipeline Easement post-construction to include a driveway of approximately sixteen (16) feet in width, as depicted on the attached **Exhibit A**, to be initially surfaced in a crushed concrete/gravel surface ("Grantor's Driveway"), with roadside ditches running along its length on both sides, further subject to the provisions of Paragraph 5, below.
- 5. <u>Additional Consideration</u>. Following completion of the construction of the NDS Pipeline within the NDS Pipeline Easement, as additional consideration to Grantor in exchange for the easement granted herein, Grantee shall provide the following additional consideration:
- A. Upon Grantor's provision of written notification to Grantee that Grantor has completed construction of their home and related structures on Grantor's Property, Grantee shall, at Grantee's cost and expense, cause Grantor's Driveway to be paved with an asphalt product typical of paved driveways, for Grantor's future use. Triview will pave up to 1,300 linear feet of Grantor's Driveway at a maximum width of sixteen (16) feet, as depicted on **Exhibit A.** Along the driveway a roadside ditch shall also be installed on each side. Upon completion of paving by Triview, Grantor shall thereafter be responsible for all maintenance and repair of said driveway surface, excepting only any damage thereto resulting from Grantee and its agents' use, operation or repair of the NDS Pipeline and NDS Pipeline Easement. Grantor's maintenance responsibilities shall include, but not be limited to, upkeep, maintenance, repairs, snow removal, shoveling, de-icing, and additional driveway installation concerning Grantor's Driveway.

- B. Triview shall, as part of the installation process of the NDS project, cause to be constructed two fire hydrants on Grantor's Property, in the approximate locations depicted on **Exhibit A**. Said fire hydrants shall be installed and maintained by Triview, and Triview shall ensure sufficient water volume be provided thereto utilizing the NDS Pipeline or other infrastructure available to Triview to allow the effective use of such hydrants by firefighters through pump trucks or similar. Said hydrants are anticipated to be installed upon a six-inch (6") line to be tee'd off of Triview's NDS Project, being a treated water main traversing the Grantor's property through the NDS Pipeline Easement granted and described herein. The approximate location of this 6" line is likewise depicted on **Exhibit A**.
- C. Triview shall provide Grantor with one one-inch (1") water tap for future residential use. All installation and tap fees associated with said residential water tap shall be credited by Triview as additional consideration for this Agreement. Said residential water tap will be installed upon a six-inch (6") line to be tee'd off of the main water line of Triview's NDS Project, as located within the NDS Pipeline Easement granted herein. Grantor shall, upon initiation of residential uses utilizing said residential water tap, pay the usual and customary charges associated with water utilized. All water shall be metered and read by Triview, and all associated charges shall be billed on a monthly basis as with other outside-District Triview customers. Grantor shall be subject to any and all water restrictions which may be imposed upon all Triview water customers. The residential water tap described in this paragraph 5.C. shall be constructed and installed at the location depicted on the Exhibit A map, and Grantor shall be responsible for any infrastructure or piping necessary for delivery of water from the Triview tap location to Grantor's desired place of use on Grantor's property, as currently owned or as may be acquired in the vicinity. Triview shall be responsible for maintenance and repair of all infrastructure up to and including the residential water tap, while Grantor shall be responsible for all repairs and maintenance from the location of the residential water tap to Grantor's residence served thereby.
- 6. <u>Grantee Execution</u>. Grantee has executed this Agreement and Grant of Easement to reflect consent to the terms and conditions hereof, and to accept the easement grant according to such terms and conditions.
- 7. <u>Authority</u>. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement. Grantor represents that Grantor is the sole owner of the Grantor's Property.
- 8. <u>Binding Effect/Assignment</u>. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns. Grantor may assign Grantor's Property as encumbered by this easement only to a successor in interest to all or a portion of properties served by the easement encumbering Grantor's Property. Triview may assign this Agreement and its respective interests in the NDS Pipeline Easement described herein, in whole or in part, to other municipal or quasi-municipal entities utilizing, operating, or otherwise participating in the use of water infrastructure described herein, including but not limited to a water authority as may be formed for such purposes. Such assignment by Grantees shall not require the consent of Grantor, but Grantees shall provide reasonable advance notice of any such assignment to Grantor.
- Attorney Fees for the Benefit of Grantor. In any legal or equitable proceeding arising from or relating to this Agreement, Grantor shall be entitled to recover its costs and

reasonable attorney fees, provided Grantor is the substantially prevailing party. This unilateral attorney fee provision is a material inducement for Grantor to grant the NDS Pipeline Easement. In the event this Paragraph 9 is deemed unenforceable for any reason, no party shall be entitled to recover attorney fees under this Paragraph 9. In accordance with Paragraph 8, the rights contained in this Paragraph 9 extend to Grantor's personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Grant of Easement, effective as of the date first written above.

GRANTOR:

Joshua Erickson By: May May		Teresa Eric	kson
STATE OF COLORADO)) ss)	ву: <u>Умс</u>	
Subscribed and swori Joshua Erickson and Teresa My commission expire	Erickson.		<u> Тапиагу</u> , 2023 by
Witness my hand and		2) as Notary Public	_ R.L.C
		•	

GRANTEE:

TRIVIEW METROPOLITAN DISTRICT

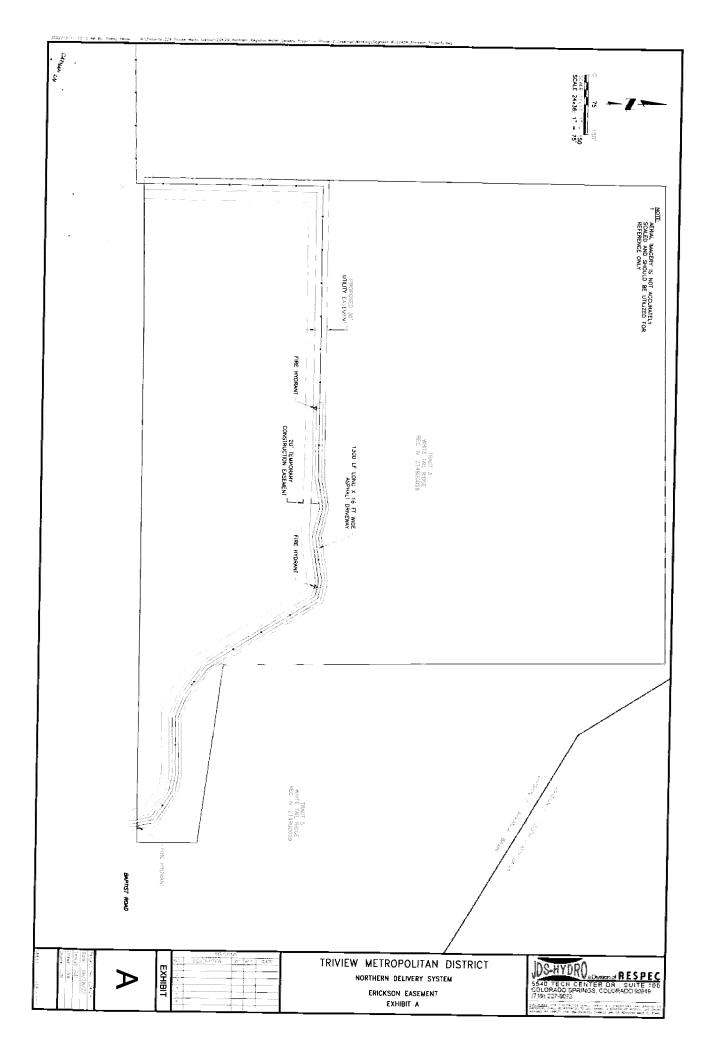
NOTARY ID 19954019931 MY COMMISSION EXPIRES 12/19/2023

a Colorado quasi-municipal special district, by and through its utility enterprise

By: James McGrady, District Manager STATE OF COLORADO
COUNTY OF ELPASO) ss
Subscribed and sworn to before me this 25 day of 100 (2004), 2023 by James McGrady as District Manager of the Triview Metropolitan District.
My commission expires: 12/19/2023
Witness my hand and seal.
FAY M. WEITFIELD NOTARY PUBLIC STATE OF COLORADO Notary Public

EXHIBIT A

Map of Grantor's Property & NDS Pipeline Easement and Associated Infrastructure



Description of NDS Pipeline Easement



SHEET 1 OF 4

LEGAL DESCRIPTION

WATER & ACCESS EASEMENT

A WATER AND ACCESS EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY COLORADO AND BEING A PORTION OF TRACT 3 OF WHITE TAIL RIDGE AS RECORDED UNDER RECEPTION NO. 214900059 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

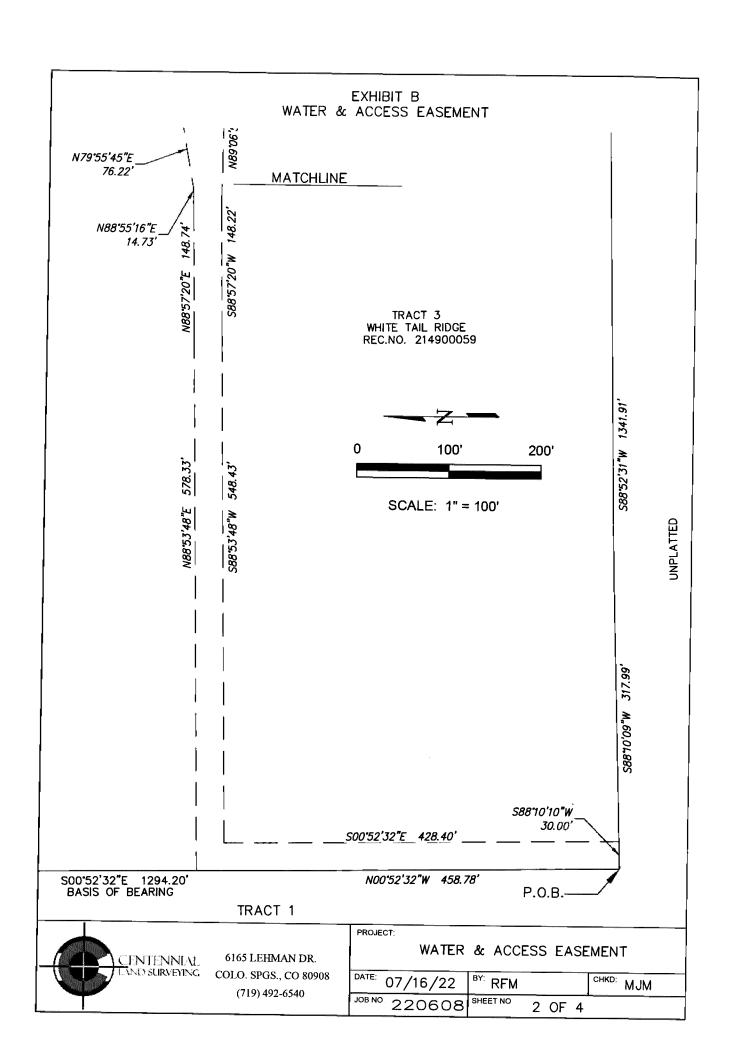
BASIS OF BEARINGS:

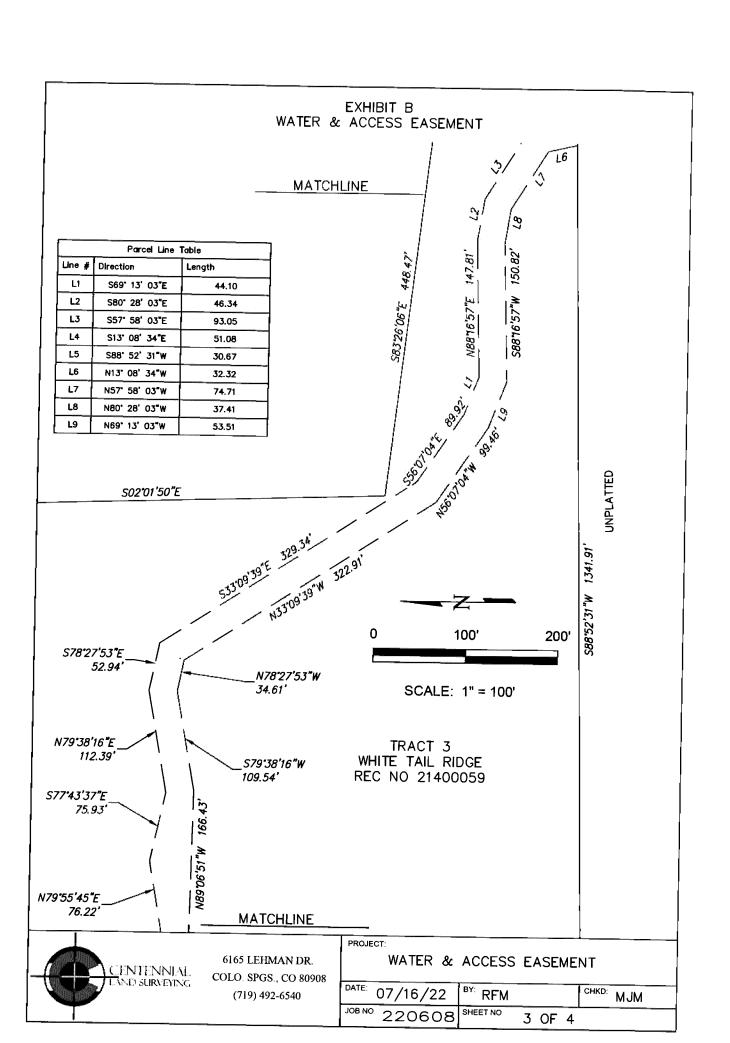
ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE WEST LINE OF TRACT 3 OF SAID WHITE TAIL RIDGE, BEING MONUMENTED AT EACH END BY FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 20681, RECORDED AS BEARING $500^{\circ}52'32''E$, WITH A DISTANCE OF 1294.20 FEET

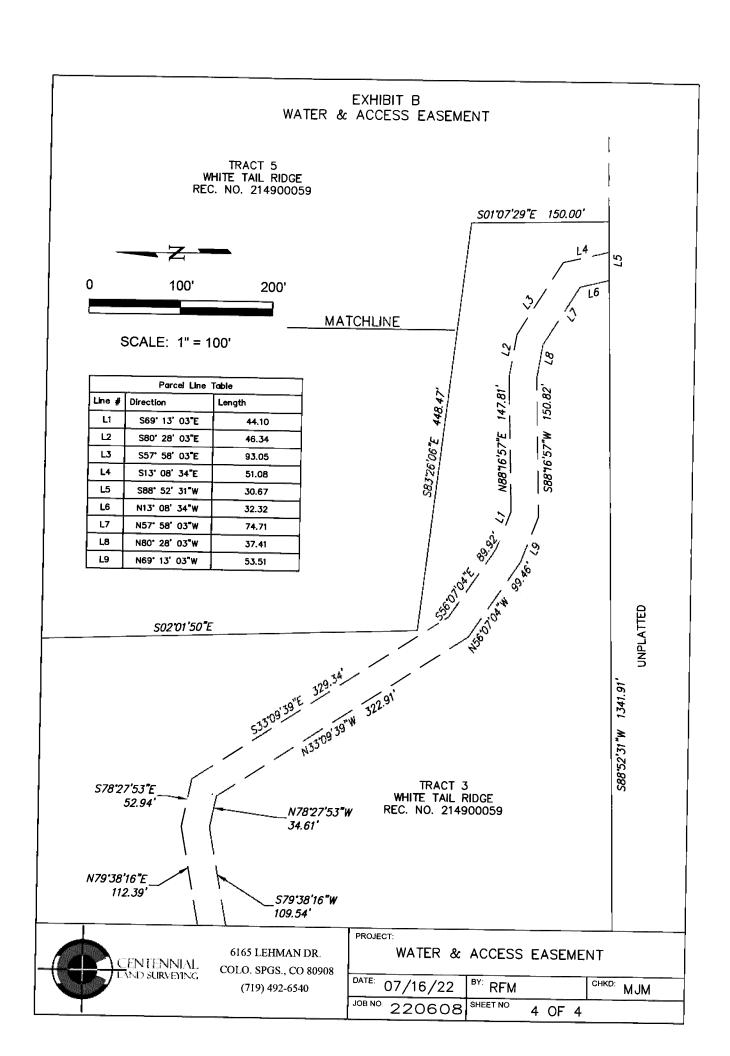
BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 3;

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THENCE N00°52'32"W ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 458.78 FEET;
 THENCE N88°53'48"E, A DISTANCE OF 578.33 FEET;
 THENCE N88°57'20"E, A DISTANCE OF 148,74 FEET;
 THENCE N88°55'16"E, A DISTANCE OF 14.73 FEET;
 THENCE N79°55'45"E, A DISTANCE OF 76.22 FEET;
 THENCE $77°43'37"E, A DISTANCE OF 75:93 FEET:
 THENCE N79°38'16"E, A DISTANCE OF 112.39 FEET;
 THENCE $78°27'53"E, A DISTANCE OF 52.94 FEET;
 THENCE $33°09'39"E, A DISTANCE OF 329.34 FEET;
 THENCE S56°07'04"E, A DISTANCE 89.92 FEET:
 THENCE S69° 13'03"E, A DISTANCE 44.10 FEET;
 THENCE N88°16'57"E, A DISTANCE 147.81 FEET;
 THENCE S80°28'03"E, A DISTANCE 46.34 FEET;
 THENCE S57°58'03"E, A DISTANCE 93.05 FEET;
 THENCE $13°08'34"E, A DISTANCE 51.08 TO A POINT ON THE SOUTH LINE OF SAID TRACT 3;
THENCE S88°52'31"W ALONG SAID SOUTH LINE, A DISTANCE OF 30.67 FEET;
THENCE N13°08'34"W, A DISTANCE OF 32.32 FEET;
THENCE N57°58'03"W, A DISTANCE OF 74.71 FEET;
THENCE N80°28'03"W, A DISTANCE OF 37.41 FEET;
THENCE S88°16'57"W, A DISTANCE OF 150.82 FEET:
THENCE N69°13'03"W, A DISTANCE OF 53.51 FEET;
THENCE N56°07'04"W, A DISTANCE OF 99.46 FEET:
THENCE N33°09'39"W, A DISTANCE OF 322.91 FEET;
THENCE N78°27'53"W, A DISTANCE OF 34.61 FEET'
THENCE S79°38'16"W, A DISTANCE OF 109.54 FEET:
THENCE N89°06'51"W, A DISTANCE OF 166.43 FEET;
THENCE S88°57'20"W, A DISTANCE OF 148.22 FEET;
THENCE $88°53'48"W. A DISTANCE OF 548.43 FEET;
THENCE S00°52'32"E ALONG A LINE THAT IS 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 3,
A DISTANCE OF 428.40 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 3:
THENCE S88°10' 10"W ALONG THE SOUTH LINE OF SAID TRACT 3, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
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CONTAINING A CALCULATED AREA OF 68,994.9 SQUARE FEET (1.58 ACRES) MORE OR LESS.







Description of Temporary Construction Easement



SHEET 1 OF 4

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY COLORADO AND BEING A PORTION OF TRACT 3 OF WHITE TAIL RIDGE AS RECORDED UNDER RECEPTION NO. 214900059 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE SOUTH LINE OF TRACT 3 OF SAID WHITE TAIL RIDGE, BEING MONUMENTED AT EACH END BY FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 20681, RECORDED AS BEARING S88°52'31"W, WITH A DISTANCE OF 1341.91 FEET

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 3;

THENCE S88°52'31"W ALONG THE SOUTH LINE OF SAID TRACT 3, A DISTANCE OF 22.98 FEET TO THE **POINT OF BEGINNING:**

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THENCE CONTINUE S88°52'31"W, A DISTANCE OF 10.22 FEET:
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THENCE N13°08'34"W, A DISTANCE OF 51.08 FEET;

THENCE N57°58'03"W, A DISTANCE OF 93.05 FEET;

THENCE N80°28'03"W, A DISTANCE OF 46.34 FEET:

THENCE S88°16'57"W, A DISTANCE OF 147.81 FEET;

THENCE N69°13'03"W, A DISTANCE OF 44.10 FEET;

THENCE N56°07'04"W, A DISTANCE OF 89.92 FEET:

THENCE N33°09'39"W, A DISTANCE OF 329.34 FEET;

THENCE N78°27'53"W, A DISTANCE OF 52.94 FEET:

THENCE S79°38'16"W, A DISTANCE OF 112.39 FEET:

THENCE N77°43'37"W, A DISTANCE OF 75.93 FEET;

THENCE S79°55'45"W, A DISTANCE OF 76.22 FEET:

THENCE S88°55'16"W, A DISTANCE OF 14.73 FEET;

THENCE S88°57'20"W, A DISTANCE OF 148.74 FEET;

THENCE S88°53'48"W, A DISTANCE OF 24,55 FEET;

THENCE N01°06'12"W, A DISTANCE OF 10,00 FEET: THENCE N88°53'48"E, A DISTANCE OF 24.55 FEET;

THENCE N88°57'20"E, A DISTANCE OF 148.74 FEET;

THENCE N88°55'16"E, A DISTANCE OF 13.93 FEET;

THENCE N79°55'45"E, A DISTANCE OF 77.41 FEET;

THENCE S77°43'37"E, A DISTANCE OF 75.90 FEET:

THENCE N79°38'16"E, A DISTANCE OF 112.32 FEET;

THENCE S78°27'53"E, A DISTANCE OF 59.04 FEET;



SHEET 2 OF 4

LEGAL DESCRIPTION

THENCE S33°09'39"E, A DISTANCE OF 289.39 FEET TO A POINT ON THE COMMON LINE OF TRACT 3 AND 5 OF SAID WHITE TAIL RIDGE;

THENCE S02°01'50"E ALONG SAID COMMON LINE, A DISTANCE OF 8.63 FEET TO A COMMON ANGLE POINT OF SAID TRACT 3 AND 5;

THENCE S83°26'06"E, ALONG A COMMON LINE OF SAID TRACT 3 AND 5, A DISTANCE OF 5.80 FEET;

THENCE S33°09'39"E, A DISTANCE OF 31.00 FEET:

THENCE S56°07'04"E, A DISTANCE OF 86.74 FEET;

THENCE S69°13'03"E, A DISTANCE OF 40.96 FEET;

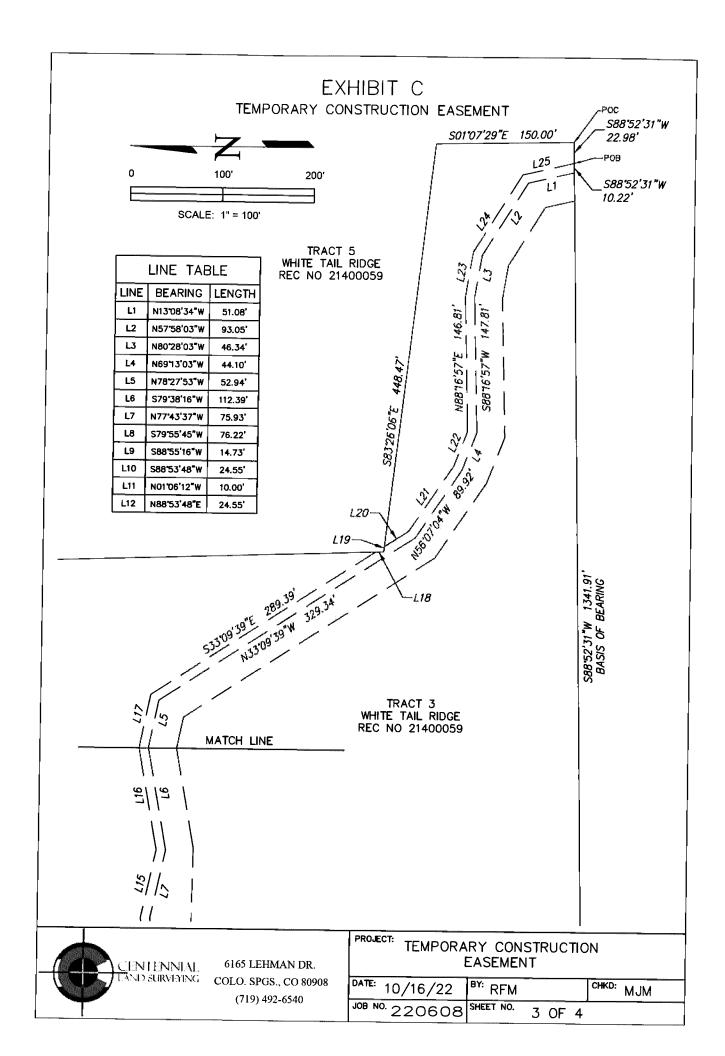
THENCE N88°16'57"E, A DISTANCE OF 146.81 FEET;

THENCE S80°28'03"E, A DISTANCE OF 49.31 FEET:

THENCE S57°58'03"E, A DISTANCE OF 99.16 FEET;

THENCE S13°08'34"E, A DISTANCE OF 57.33 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 13,129.4 SQUARE FEET (0.30 ACRES) MORE OR LESS.



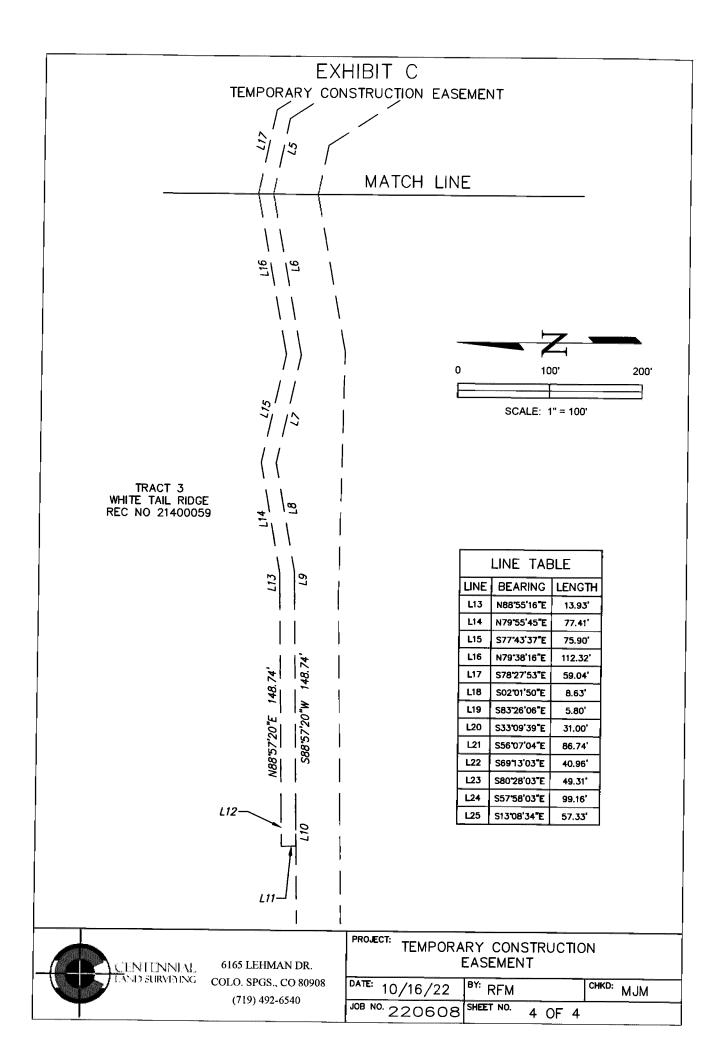




EXHIBIT I

SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL OF LAND

A PARCEL OF LAND BEING A PORTION OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 220119693 OF THE RECORDS OF EL PASO COUNTY, COLORADO, AND BEING IN THE WEST HALF OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6^{TH} P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

ALL BEARINGS DESCRIBED HEREON ARE BASED UPON THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT EACH END BY FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 24964, RECORDED AS BEARING S89°10'19"W, WITH A DISTANCE OF 420.00 FEET.

BEGINNING AT THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE N89°10'19"E ALONG THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 93000806, ALSO BEING A COMMON LINE WITH A TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 220119693 OF THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 420.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 93000806 OF SAID RECORDS:

THENCE S00°49'41"E ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 220119693 OF SAID RECORDS, A DISTANCE OF 930.47 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE N89°28'20"W, A DISTANCE OF 4.37 FEET TO A POINT ON THE NORTHERLY AND EASTERLY EDGE OF A 70.00 FOOT EXCEPTION AS DESCRIBED UNDER SAID RECEPTION NO. 220119693:

THENCE ALONG THE NORTHERLY AND EASTERLY EDGE OF SAID 70.00 FOOT EXCEPTION THE FOLLOWING FOUR (4) COURSES:

- 1. N26°39'20"W, A DISTANCE OF 364.81 FEET TO A POINT OF CURVE;
- 2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 391.93 FEET, A CENTRAL ANGLE OF 29°51'11", WHOSE CHORD BEARS N41°36'12"W WITH A DISTANCE OF 201.91 FEET FOR A LENGTH OF 204.21 FEET;
- 3. N56°33'20"W, A DISTANCE OF 416.15 FEET TO A POINT OF CURVE;
- 4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 261.92 FEET, A CENTRAL ANGLE OF 17°21'18", WHOSE CHORD BEARS N65°13'59"W WITH A DISTANCE OF 79.03 FEET FOR A LENGTH OF 79.34 FEET;

THENCE N15°55'12"E, A DISTANCE OF 82.34 FEET;

THENCE N68°16'50"E, A DISTANCE OF 285.37 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 304,514 SQUARE FEET (6.99 ACRES) MORE OR LESS.

EXHIBIT / PARCEL OF LAND A PORTION OF THE WEST HALF OF SECTION 3 TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M. 150' 600' SCALE: 1" = 300' REC. NO. 220119693 REC. NO. 93000806 BASIS OF BEARING N89° 10' 19"E N68. 16' 420.00 N15° 55' 12"E 82.34 TRI-VIEW PARCEL 304,514 S.F. 6.99 AC 70-FT. EXCEPTION L=79.34 R=261.92 Δ=017°21'18" _ CH=N65° 13' 59"W CH. L=79.03 SOO. 49' 41"E 930.47 L=204.21 R=391.93 Δ=029°51'11" CH=N41° 36' 12"W CH. L=201.91 REC. NO. 21327107 N89° 28' 20"W PROJECT:

