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6/28/2016 8:11 AM

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\$126.00 DF \$0.00

Electronically Recorded Official Records El Paso County CO

Chuck Broerman, Clerk and Recorder

TD1000 N

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

WHEN RECORDED RETURN TO:

OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1001  
AKRON, OH 44311

01-16029965

Prepared by:

Lake & Cobb, PLC

1095 W. Rio Salado Pkwy, Suite 206

Tempe, Arizona 85281

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SINCE THIS DOCUMENT IS FOR AN EASEMENT AND THE ASSIGNMENT OF A LEASE, NO DOCUMENTARY FEE IS REQUIRED. See CRS Section 39-13-104(1)(i) and 39-13-104(1)(o).

**GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

Grantor: Richard J. Schubert and Delores M.A. Schubert, in joint tenancy

Grantee: Crown Castle Towers 09 LLC, a Delaware limited liability company

Site Address: 7445 Templeton Gap Road, Colorado Springs, Colorado 80923

Site County: El Paso

Assessor's Tax Parcel ID #: 5307001021

Prior Recorded Document(s) in El Paso County: April 5, 2002 at Instrument No. 202055179  
October 7, 2009 at Instrument No. 209117991

Site ID: Schubert Property (877055)

**This Grant of Easement conveys a right of first refusal.**

877055-E

## **GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this 25 day of JUNE, 2016 ("Effective Date"), by and between **RICHARD J. SCHUBERT AND DELORES M.A. SCHUBERT, in joint tenancy**, having a mailing address of 7415 Templeton Gap Road, Colorado Springs, CO 80922 ("Grantor") and **CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company**, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantee").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Colorado Springs, County of El Paso, State of Colorado, by Warranty Deed recorded on October 26, 1999, at Instrument No. 098154522, in the Public Records of El Paso County, Colorado, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration the sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, for a 100 year term, an exclusive easement for the use of a portion of Grantor's Property, that portion being described as a 47 foot by 35 foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, the following rights and interests: (i) a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"); and (ii) the right to install, replace and maintain utility wires, poles, cables, conduits and pipes along a five (5) foot wide right-of-way, together with reasonable ingress and egress over Grantor's Property necessary for the installation, replacement and maintenance of such utility improvements (the "Utility Easement"). The Access Easement and Utility Easement are more particularly shown on the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibits "C-2" and "C-3" respectively (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement and Utility Easement unless stated to the contrary). In the event Grantee or any public utility is unable or unwilling to use the above-described Utility Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, to Grantee or at Grantee's request, directly to the public utility, at no cost and in a location acceptable to Grantee (the "Additional Utility Easement"). For any such Additional Utility Easement to be effective, such easement shall be recorded among the Public Records of El Paso County, Colorado. Also, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Grantee's discretion, for any construction, repair, maintenance, replacement, demolition and removal

related to the Permitted Use (defined below), and Grantee shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

**3. Easement Area.** The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment, and (ii) uses incidental thereto, including without limitation, testing of any kind, for Grantee's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Grantee's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

**4. Expansion Option.** Grantee shall have the right and option (the "Option"), exercisable at any time, and from time to time, following the full execution of the Agreement, to amend the Agreement for no additional consideration except as provided herein, to include up to a maximum of six hundred (600) square feet of real property adjacent to the Easement Area at a location to be determined in Grantee's sole discretion (the "Additional Easement Area"). Grantee may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of the Agreement. Grantee may exercise the Option by providing written notice to Grantor at any time and from time to time; provided, however, that following Grantee's delivery of notice to Grantor, Grantee may at any time prior to full execution of the Additional Easement Area Documents (as defined herein) withdraw its election to exercise the Option if Grantee discovers or obtains any information of any nature regarding the Additional Easement Area that Grantee determines to be unfavorable in its sole discretion. Within thirty (30) days after Grantee's exercise of the Option, Grantor agrees to execute and deliver an amendment to the Agreement, a memorandum of amendment (each of which may include a metes and bounds description of the property), and any other documents necessary to grant and record Grantee's interest in the Additional Easement Area ("Additional Easement Area Documents"). Upon delivery of the Additional Easement Area Documents Grantee shall pay to Grantor an amount equal to the product of (i) the number of square feet of Additional Easement Area set forth in Grantee notice of exercise of the Option and (ii) a fraction, the numerator of which is the Purchase Price (defined below) and the denominator of which is the total square feet of the Easement Area immediately prior to the exercise of the Option. In addition, within thirty (30) days after Grantee's exercise of the Option, Grantor shall obtain and deliver any

documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to Grantee's satisfaction.

5. **Easement Term.** This Easement and Grantee's rights and privileges hereunder shall be for a period of one hundred (100) years commencing upon the Effective Date and terminating on the one hundredth (100<sup>th</sup>) anniversary thereof, unless Grantee earlier terminates this Easement as provided for herein.

6. **Purchase Price and Installment Payments.** The purchase price for this Easement ("Purchase Price") is being paid in installments (each an "Installment Payment") in accordance with the terms of that certain purchase price payment agreement of even date herewith (the "Payment Agreement"). Grantor and Grantee agree that all rights granted to Grantee in this Easement shall be fully effective in Grantee upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

7. **Hazardous Materials.**

a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

c) For purposes of this Easement, the term "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials.

“Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

8. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area.

9. **Security of Grantee's Communications Facilities.** Grantee may construct a chain link or comparable fence around the perimeter of Grantee's communications facilities.

10. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

11. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain PCS Site Agreement dated February 28, 2001 by and between STC Five LLC, as successor lessee to Sprint Spectrum L.P., a Delaware limited partnership, and Grantor, as lessor (“Original Lease”), a memorandum of which was recorded on April 5, 2002 at Instrument No. 202055179 in the Office of the El Paso County Recorder, Colorado, as amended by the following: (i) that certain First Amendment to PCS Site Agreement dated May 19, 2004; and (ii) that certain Second Amendment to PCS Site Agreement dated October 23, 2008, a memorandum of which was recorded on October 7, 2009 at Instrument No. 209117991 (hereinafter the Original Lease and subsequent amendments are collectively referred to as the “Lease Agreement”). Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Grantee.

12. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect,

and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

13. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to pay or reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.

14. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

15. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

16. **Limitation on Damages.** In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

17. **Recording.** Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement. At Grantee's option, instead of recording this Easement, Grantor and Grantee will execute a memorandum of this Easement to be recorded with the appropriate recording officer.

18. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee against all damages asserted against or incurred by Grantee by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Grantee or its agents. Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Grantee of any representation, warranty, or covenant of Grantee contained herein or (ii) any negligent act or omission of Grantee, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

19. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

20. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

21. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the Grantee.

22. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's

Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Easement Area for the uses intended by Grantee.

**23. Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

**24. Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

**25. Applicable Law.** This Grant of Easement and Rights-of-Way and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Agreement shall be El Paso County, Colorado.

**26. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor: Richard and Delores Schubert  
7415 Templeton Gap Road  
Colorado Springs, CO 80922

If to Grantee: Crown Castle Towers 09 LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal Department – Real Estate  
2000 Corporate Drive  
Canonsburg, PA 15317

**27. Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Grantee has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal

Site Name: Schubert Property



representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

**28. Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

**29. Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

**30. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

**31. Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

**32. Default.**

(a) Notice of Default; Cure Period. In the event that there is a default by Grantor or Grantee (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Grantee's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have sixty (60) days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(b) **Consequences of Grantee's Default.** In the event that Grantor maintains any action or effectuates any remedies for default against Grantee, resulting in Grantee's dispossession or removal, (i) the Installment Payments shall be paid up to the date of such dispossession or removal and (ii) Grantor shall be entitled to recover from Grantee, in lieu of any other damages, as liquidated, final damages, a sum equal to the next six months Installment Payments; however, Grantee shall be relieved of any obligation to pay the remaining balance of the Purchase Price and Grantee shall not owe any Installment Payments (or interest) due after the date of dispossession or removal. In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(c) **Consequences of Grantor's Default.** In the event that Grantor is in default beyond the applicable periods set forth above, Grantee may, at its option, (i) terminate this Easement and be relieved of paying the remaining balance of the Purchase Price and performing all other obligations under this Easement, (ii) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or (iii) perform the obligation(s) of Grantor specified in the default notice, in which case any expenditures reasonably made by Grantee in so doing shall be deemed paid for the account of Grantor, and Grantor agrees to reimburse Grantee for said expenditures upon demand or Grantee may elect to offset from the Installments Payments any amount reasonably expended by Grantee as a result of such default.

**33. IRS Form W-9.** Grantor agrees to provide Grantee with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Grantee. Grantor's failure to provide the W-9 Form within thirty (30) days after Grantee's request shall be considered a default and Grantee may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments. In the event the Grantor's Property is transferred, the successor in interest to Grantor's rights under this Easement (the "Successor Grantor") shall have a duty to provide Grantee with a deed evidencing the transfer of the Grantor's Property, a completed W-9 Form signed by the Successor Grantor, and other related paperwork requested by Grantee (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Grantee shall have no obligation to pay Installment Payments to the Successor Grantor until Grantee receives the Transfer Documents.

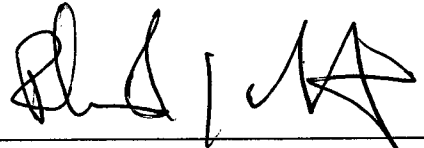
**34. Grantee's Right To Terminate.** In the event that the Lease Agreement expires or terminates for any reason, Grantee shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement Grantee shall pay the remaining balance of the Purchase Price in accordance with the terms set forth in this Easement and the parties shall have no further obligations to each other; provided, however, that Grantee shall, within a reasonable time, remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted. Said termination shall be effective upon Grantee providing written notice of termination to Grantor.

35. **Access Easement Relocation.** Provided the Lease Agreement permits access relocation, or Lessee's prior written consent is obtained, Grantor shall have the right, upon 180 days' notice to Grantee, to relocate the Access Easement, in its discretion, provided that: (1) Grantee has uninterrupted vehicular and pedestrian access to the Easement Area; (2) the relocation does not interfere with Grantee's access to the Easement Area; (3) Grantor pays all costs and expenses associated with the relocation of the Access Easement; (4) there are no conditions, restrictions, encumbrances, easements, or third party interests that could result in reduction or termination of Grantee's access over the new nonexclusive access easement; (5) Grantor provides Grantee with a legal description at least 180 days prior to the relocation to the new access easement; and (6) Grantee must reasonably agree to the relocation to the new nonexclusive access easement location. The foregoing right of relocation shall apply only to the Access Easement Area. In no event shall Grantor have the right to relocate the Easement Area or the Utility Easement. Notwithstanding anything to the contrary herein, the utilities located within the Access Easement shall not be relocated without Grantee's prior written consent, which may be withheld in Grantee's sole discretion.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

GRANTOR:

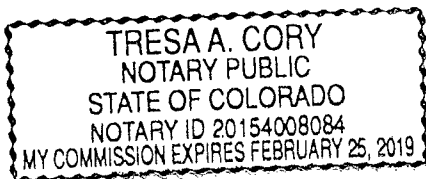
By:   
Print Name: RICHARD J. SCHUBERT

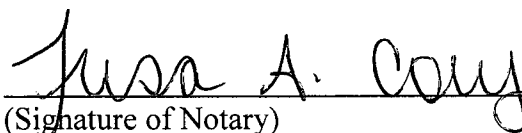
STATE OF Colorado )  
 )ss.  
COUNTY OF El Paso )

On this 25th day of June 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared RICHARD J. SCHUBERT, known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal



  
(Signature of Notary)

My Commission Expires: 2/25/2019

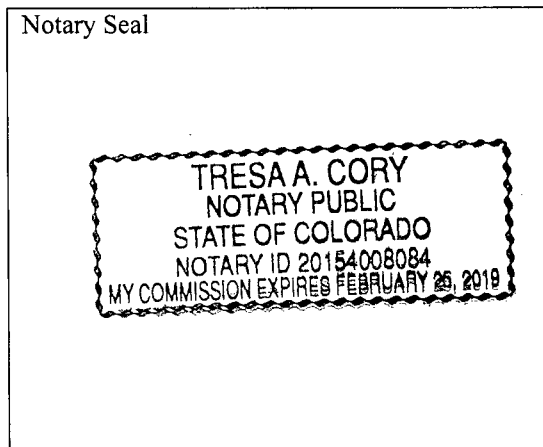
**GRANTOR:**

By: Delores M.A. Schubert  
Print Name: DELORES M.A. SCHUBERT

STATE OF Colorado )  
 )ss.  
COUNTY OF El Paso )


On this 25<sup>th</sup> day of June 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared DELORES M.A. SCHUBERT, known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Tresa A. Cory  
(Signature of Notary)  
My Commission Expires: 2/25/2019

**GRANTEE**  
CROWN CASTLE TOWERS 09 LLC, a  
Delaware limited liability company

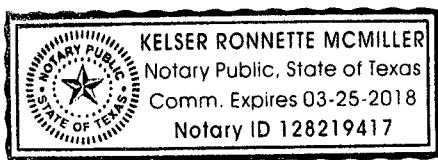
By:   
Print Name: Angela Siebe  
Title: Director Land Acq. Ops

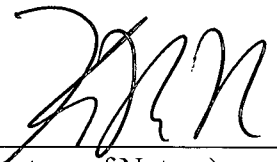
STATE OF Texas )  
 )ss.  
COUNTY OF Harris )

On this 22 day of June 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Angela Siebe, the Director of CROWN CASTLE TOWERS 09 LLC, known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal



  
(Signature of Notary)

My Commission Expires: 3-25-18

**EXHIBIT "A"**  
**TO GRANT OF EASEMENT**

**[Description of Grantor's Property]**

SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOT 4 IN GLOVER SUBDIVISION, EL PASO COUNTY, COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK F-3 AT PAGE 51 IN THE RECORDS OF EL PASO COUNTY, COLORADO:

LESS AND EXCEPT:

A PORTION OF LOT 4 IN GLOVER SUBDIVISION, EL PASO COUNTY, COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK F-3 AT PAGE 51 IN THE RECORDS OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4:

- (1) THENCE ON A CURVE TO THE RIGHT A LENGTH OF 73.13 FEET, ALONG THE SOUTHERLY R.O.W. OF TEMPLETON GAP ROAD, WHOSE RADIUS IS 850 FEET WITH A CENTRAL ANGLE OF 4 DEGREES 55 MINUTES 47 SECONDS (A CHORD DISTANCE OF 73.11 FEET AND A BEARING OF N 44 DEGREES 04 MINUTES 55 SECONDS E);
- (2) THENCE S 00 DEGREES 09 MINUTES 33 SECONDS W, A DISTANCE OF 797.99 FEET;
- (3) THENCE N 88 DEGREES 19 MINUTES 43 SECONDS E, A DISTANCE OF 1092.55 FEET;
- (4) THENCE N 00 DEGREES 19 MINUTES 43 SECONDS E, A DISTANCE OF 445.01 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4;
- (5) THENCE N 87 DEGREES 59 MINUTES 25 SECONDS E ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 165.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
- (6) THENCE S 00 DEGREES 19 MINUTES 43 SECONDS W, ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 695.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
- (7) THENCE S 88 DEGREES 04 MINUTES 37 SECONDS W, ALONG THE SOUTHERLY

Site Name: Schubert Property  
BUN: 877055

LINE OF SAID LOT 4, A DISTANCE OF 1307.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4;

(8) THENCE N 00 DEGREES 09 MINUTES 33 SECONDS E, ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 996.90 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT ALSO BEING THE POINT OF BEGINNING.

LESS AND EXCEPT: THAT PART CONVEYED TO KANAAN PROPERTIES, LLC BY INSTRUMENT RECORDED 02/16/2005 IN DOCUMENT NO. 205022287 OF EL PASO COUNTY RECORDS.

ALSO LESS AND EXCEPT: THAT PART CONVEYED TO WOODMEN ROAD METROPOLITAN DISTRICT BY INSTRUMENT RECORDED 12/04/2002 IN DOCUMENT NO. 202214345 OF EL PASO COUNTY RECORDS.

Commonly known as 7445 Templeton Gap Rd., Colorado Springs, Colorado 80923

Parcel No. 537001021



**EXHIBIT "B"**  
**TO GRANT OF EASEMENT**

**[Site sketch including access road to property]**

Site Name: Schubert Property  
BUN: 877055

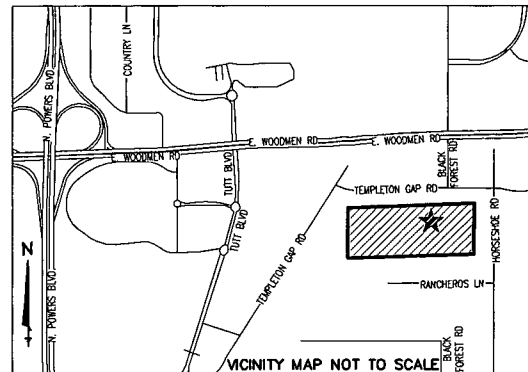
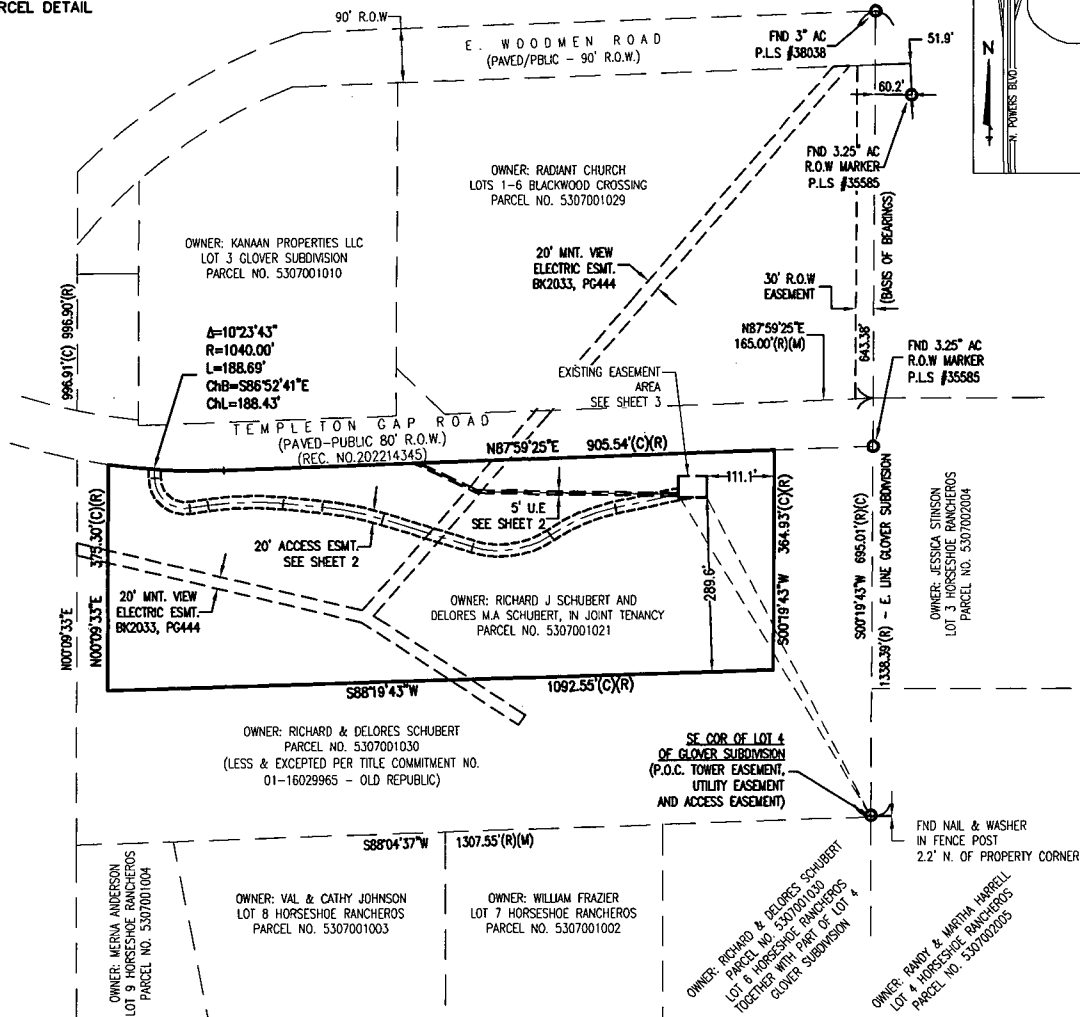
# **PARENT PARCEL OWNERSHIP:**

OWNER: RICHARD J SCHUBERT & DELORES M.A SCHUBERT, IN JOINT TENANCY  
PROPERTY ADDRESS: 7445 TEMPLETON GAP RD  
COLORADO SPRINGS, CO 80923  
PARCEL NO. 5307001021  
VESTING DEED: 098154522

# **ZONING DESIGNATION:**

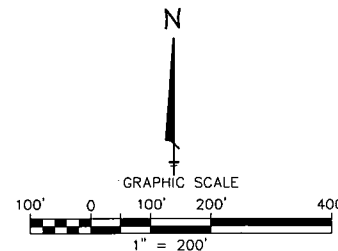
PER ZONING MAP 532, EL PASO COUNTY DEVELOPMENT SERVICES  
DEPARTMENT ZONING CLASSIFICATION IS: "A-5" AGRICULTURAL 5 ACRES

# **PARENT PARCEL DETAIL**



# **LEGEND OF ABBREVIATIONS AND SYMBOLS**

+	FOUND SECTION CORNER (AS NOTED)
(M)	AS MEASURED
(C)	CALCULATED
(R)	PER RECORD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
R.O.W.	RIGHT OF WAY
FND	FOUND
AC	ALUMINUM CAP
ESMT	EASEMENT



AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	±396,177	±9.095
(B) TOWER EASEMENT	±1,645	±0.038
(C) 5' UTILITY EASEMENT	±2,207	±0.051
(D) 20' ACCESS EASEMENT	±18,863	±0.433

# **SURVEY PLAN** IN SECTION 7 TOWNSHIP 13 SOUTH, RANGE 65 WEST

FOR: CROWN CASTLE

SITE: SCHUBERT PROPERTY  
BUN: 877055

ADDRESS: 7445 TEMPLETON GAP RD  
COLORADO SPRINGS, COLORADO  
EL PASO COUNTY, 80923



3530 Torrington Way, Suite 300, Charlotte, NC 28277  
NATIONAL SURVEY SERVICES COORDINATION BY:

**GEOLINE**  
SURVEYING, INC.

13430 NW 104th Terrace, Suite A, Alachua, FL 32615  
Office (386) 418-0500 Fax (386) 462-9986  
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



150 W. 10TH AVENUE  
THORNTON, COLORADO 80260  
PH: 303.202.4517  
FAX: 303.202.4588  
WWW.POWERSURVEYING.COM

DRAWN BY: JB CHECKED BY: RBC JOB #: 501-16-141

# **SURVEYOR'S NOTES**

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF GLOVER SUBDIVISION EL PASO COUNTY, COLORADO RECORDED IN PLAT BOOK F-3, PAGE 51 IN THE RECORDS OF EL PASO COUNTY. SAID LINE BEARS SOUTH 07°19'43" WEST, A DISTANCE OF 695.01 FEET, MONUMENTED AT THE NORTHEAST QUARTER BY A FOUND 3" ALUMINUM CAP STAMPED P.L.S. 38038 AND A NAIL AND WASHER IN A FENCE POST 2.2' NORTH OF THE SOUTHEAST CORNER OF SAID SUBDIVISION.

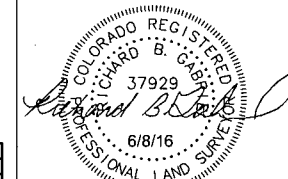
2. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

**SURVEYOR'S CERTIFICATION**  
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

POWER SURVEYING CO., INC  
FRANK M. ZWOLINSKI  
LAND SURVEYOR - COLORADO # 38060

REVISION: 6-9-16



# EASEMENT DETAIL

OWNER: RADIANT CHURCH  
LOTS 1-6 BLACKWOOD CROSSING  
PARCEL NO. 5307001029

OWNER: KANAAN PROPERTIES LLC  
LOT 3 GLOVER SUBDIVISION  
PARCEL NO. 5307001010

20' MNT. VIEW  
ELECTRIC ESMT.  
BK2033, PG444

$\Delta=10'23'43"$   
 $R=1040.00'$   
 $L=188.69'$   
 $ChB=S86'52'41"E$   
 $ChL=188.43'$

P.O.T. 20'  
ACCESS ESMT.

TEMPLETON GAP ROAD  
(PAVED-PUBLIC 80' R.O.W.)  
(REC. NO. 202214345)

P.O.T. UTILITY ESMT.

EXISTING TOWER EASEMENT  
SEE SHEET 3

$N87'59'25"E$  905.54'(C)(R)

$N89'06'15"W$   
331.82'

P.O.B. 20'  
ACCESS ESMT.

P.O.B. TOWER EASEMENT

$\Delta=98'22'42"$   
 $R=50.00'$   
 $L=85.85'$   
 $ChB=N49'11'21"W$   
 $ChL=75.69'$

$S81'37'18"W$   
29.79'

$\Delta=14'08'45"$   
 $R=500.00'$   
 $L=123.45'$   
 $ChB=S88'41'41"W$   
 $ChL=123.13'$

$\Delta=11'35'47"$   
 $R=500.00'$   
 $L=101.20'$   
 $ChB=N78'26'04"W$   
 $ChL=101.02'$

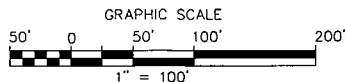
$N72'38'10"W$   
154.60'

$\Delta=51'32'20"$   
 $R=150.00'$   
 $L=134.93'$   
 $ChB=S81'35'40"W$   
 $ChL=130.43'$

$S78'07'40"W$   
105.55'  
 $\Delta=22'18'10"$   
 $R=300.00'$   
 $L=116.78'$   
 $ChB=S66'58'35"W$   
 $ChL=116.04'$

20' MNT. VIEW  
ELECTRIC ESMT.  
BK2033, PG444

OWNER: RICHARD J SCHUBERT AND  
DELORES M.A. SCHUBERT, IN JOINT TENANCY  
PARCEL NO. 5307001021



## SURVEY PLAN IN SECTION 7 TOWNSHIP 13 SOUTH, RANGE 65 WEST FOR: CROWN CASTLE

SITE: SCHUBERT PROPERTY  
BUN: 877055  
ADDRESS: 7445 TEMPLETON GAP RD.  
COLORADO SPRINGS, COLORADO  
EL PASO COUNTY



3530 Toringdon Way, Suite 300, Charlotte, NC 28277

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE  
SURVEYING, INC.

13430 NW 104th Terrace, Suite A, Alachua, FL 32015  
Office (386) 418-0500 Fax (386) 402-9988  
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



130 W. BETH AVENUE  
THUNDERBOLT, COLORADO 80760  
P.O. BOX 100  
FALLS, COLORADO 80424  
WWW.POWERSURVEYING.COM

DRAWN BY: JB CHECKED BY: RBG JOB #: 501-18-141

### SURVEYOR'S NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF GLOVER SUBDIVISION EL PASO COUNTY, COLORADO RECORDED IN PLAT BOOK F-3, PAGE 51 IN THE RECORDS OF EL PASO COUNTY, SAID LINE BEARS SOUTH 00°19'43" WEST, A DISTANCE OF 685.01 FEET, MONUMENTED AT THE NORTHEAST QUARTER BY A FOUND 3" ALUMINUM CAP STAMPED P.L.S. 38038 AND A NAIL AND WASHER IN A FENCE POST 2.2' NORTH OF THE SOUTHEAST CORNER OF SAID SUBDIVISION.
2. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION  
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC  
NATIONAL TITLE INSURANCE COMPANY.

POWER SURVEYING CO., INC.  
FRANK M. ZWOLINSKI  
LAND SURVEYOR - COLORADO # 38060

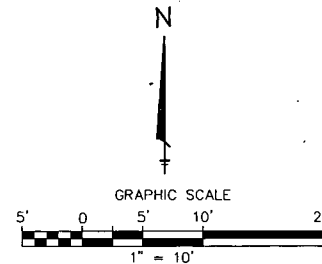
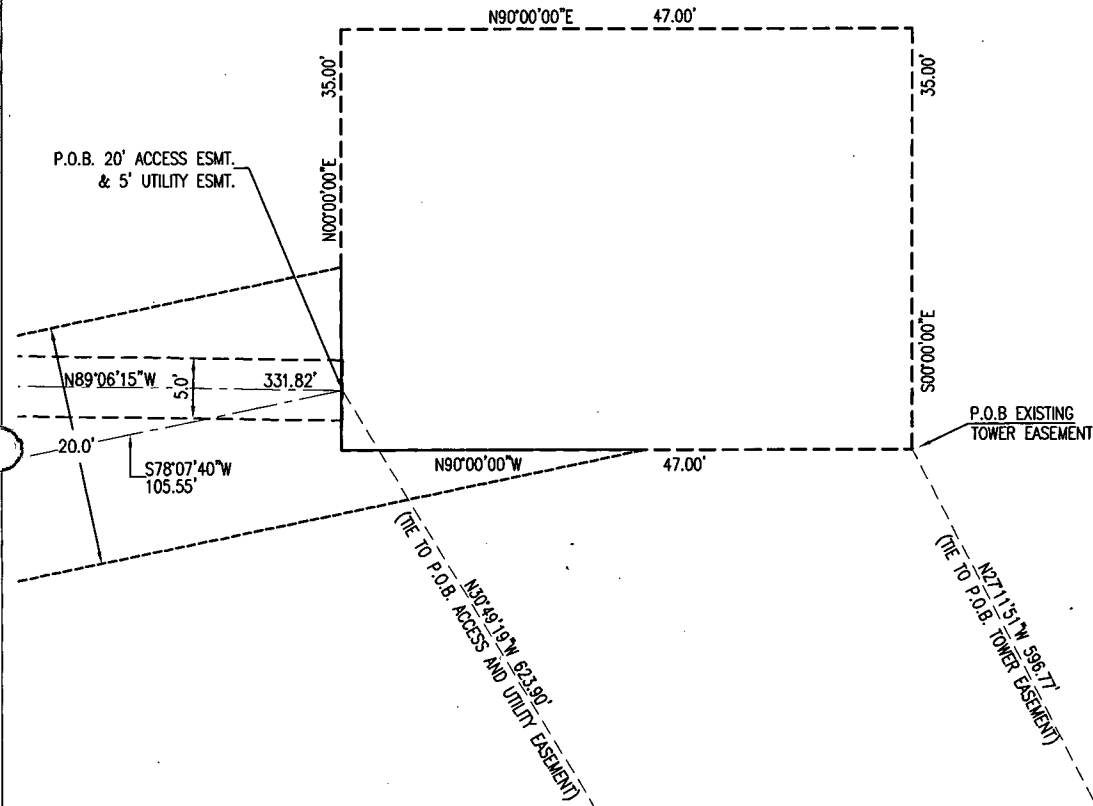
REVISION: 6-9-16



TOWER EASEMENT & EQUIPMENT DETAIL

LEGEND OF ABBREVIATIONS AND SYMBOLS

⊕	FOUND SECTION CORNER (AS NOTED)
(M)	AS MEASURED
(C)	CALCULATED
(R)	PER RECORD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
R.O.W.	RIGHT OF WAY
FND	FOUND
AC	ALUMINUM CAP
ESMT	EASEMENT



SURVEY PLAN

IN SECTION 7  
TOWNSHIP 13 SOUTH, RANGE 65 WEST

FOR: CROWN CASTLE

SITE: SCHUBERT PROPERTY  
BUN: 877055

ADDRESS: 7445 TEMPLETON CAP RD  
COLORADO SPRINGS, COLORADO  
EL PASO COUNTY



3530 Toringdon Way, Suite 300, Charlotte, NC 28277

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE  
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13430 NW 104th Terrace, Suite A, Alachua, FL 32615  
Office: (386) 418-0500 Fax: (386) 402-9965  
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



100 N. 10TH AVE. STE. 100  
THORNTON, COLORADO 80260

PH: 303.707.1811  
FAX: 303.707.1811  
WWW.POWERSURVEYING.COM

DRAWN BY: JB CHECKED BY: RBG JOB #: 501-18-141

SURVEYOR'S NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF GLOVER SUBDIVISION EL PASO COUNTY, COLORADO RECORDED IN PLAT BOOK F-3, PAGE 51 IN THE RECORDS OF EL PASO COUNTY. SAID LINE BEARS SOUTH 00°19'43\"
2. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION  
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

POWER SURVEYING CO., INC.  
FRANK M. ZWOLINSKI  
LAND SURVEYOR - COLORADO # 38060

REVISION: 6-9-16



SHEET 3 OF 4

**EXHIBIT "C-1"**  
**TO GRANT OF EASEMENT**

**[Description of Easement Area]**

THAT PART OF LOT 4 IN GLOVER SUBDIVISION, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4,  
THENCE NORTH 27°11'51" WEST, A DISTANCE 596.77 FEET TO THE TRUE POINT OF  
BEGINNING;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 47.00 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 35.00 FEET; THENCE NORTH  
90°00'00" EAST, A DISTANCE OF 47.00 FEET;  
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF  
BEGINNING.

EL PASO COUNTY, STATE OF COLORADO

CONTAINS ±1,645 SQ FEET OR ±0.038 ACRES MORE OR LESS.

**EXHIBIT "C-2"**  
**TO GRANT OF EASEMENT**

**[Description of Access Easement Area]**

THAT PART OF LOT 4 IN GLOVER SUBDIVISION, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4,  
NORTH 30°49'19" WEST, A DISTANCE 623.90 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 78°07'40" WEST, 105.55 FEET TO A TANGENT CURVE TO THE LEFT  
CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 300.00 FEET, AND  
WHOSE LONG CHORD BEARS SOUTH 66°58'35" WEST AND HAS A CHORD LENGTH  
OF 116.04 FEET, THROUGH A CENTRAL ANGLE OF 22°18'10", FOR AN ARC LENGTH  
OF 116.78 FEET TO A REVERSE CURVE TO THE RIGHT CONCAVE NORTHERLY;

THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 150.00 FEET, AND  
WHOSE LONG CHORD BEARS SOUTH 81°35'40" WEST AND HAS A CHORD LENGTH  
OF 130.43 FEET, THROUGH A CENTRAL ANGLE OF 51°32'20", FOR AN ARC LENGTH  
OF 134.93 FEET TO A POINT OF TANGENCY;

THENCE NORTH 72°38'10" WEST, 154.60 FEET TO A TANGENT CURVE TO THE LEFT  
CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 500.00 FEET, AND  
WHOSE LONG CHORD BEARS NORTH 78°26'04" WEST AND HAS A CHORD LENGTH  
OF 101.02 FEET, THROUGH A CENTRAL ANGLE OF 11°35'47", FOR AN ARC LENGTH  
OF 101.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 84°13'57" WEST, 64.22 FEET TO A TANGENT CURVE TO THE LEFT  
CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 500.00 FEET, AND  
WHOSE LONG CHORD BEARS SOUTH 88°41'41" WEST AND HAS A CHORD LENGTH  
OF 123.13 FEET, THROUGH A CENTRAL ANGLE OF 14°08'45", FOR AN ARC LENGTH  
OF 123.45 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 81°37'18" WEST, 29.79 FEET TO A TANGENT CURVE TO THE RIGHT  
CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 50.00  
FEET, AND WHOSE LONG CHORD BEARS NORTH 49°11'21" WEST AND HAS A  
CHORD LENGTH OF 75.69 FEET, THROUGH A CENTRAL ANGLE OF 98°22'42", FOR  
AN ARC LENGTH OF 85.85 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°00'00" EAST, 14.62 FEET TO THE SOUTH LINE OF TEMPLETON  
GAP ROAD AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED  
DECEMBER 4, 2002 AT RECEPTION No. 202214345 IN THE OFFICE OF THE CLERK &  
RECORDER OF THE COUNTY OF EL PASO, STATE OF COLORADO, AND BEING THE  
POINT OF TERMINUS.

THE SIDELINES OF THIS EASEMENT SHALL BE MADE TO EXTEND OR TRIM TO  
THE LEASE AREA LIMITS AND TO THE SOUTH LINE OF TEMPLETON GAP ROAD.

EL PASO COUNTY, STATE OF COLORADO.

CONTAINS  $\pm 18,863$  SQ FEET OR  $\pm 0.433$  ACRES MORE OR LESS.

**EXHIBIT "C-3"**  
**TO GRANT OF EASEMENT**

**[Description of Utility Easement Area]**

THAT PART OF LOT 4 IN GLOVER SUBDIVISION, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4,  
THENCE NORTH 30°49'19" WEST, A DISTANCE 623.90 FEET TO THE POINT OF  
BEGINNING;

THENCE NORTH 89°06'15" WEST, A DISTANCE OF 331.82 FEET; THENCE NORTH  
64°19'22" WEST, A DISTANCE OF 109.62 FEET TO THE POINT OF TERMINUS.

THE SIDELINES OF THIS EASEMENT SHALL BE MADE TO EXTEND OR TRIM TO  
THE LEASE AREA LIMITS AND TO THE SOUTH LINE OF TEMPLETON GAP ROAD AS  
DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 4, 2002  
AT RECEPTION No. 202214345 IN THE OFFICE OF THE CLERK & RECORDER OF THE  
COUNTY OF EL PASO, STATE OF COLORADO, AND BEING THE POINT OF  
TERMINUS.

EL PASO COUNTY, STATE OF COLORADO.

CONTAINS ±2,207 SQ FEET OR ±0.051 ACRES MORE OR LESS.

The legal descriptions set forth on Exhibits C-1, C-2 and C-3 above were prepared by:

Power Surveying Company, Inc.  
150 W. 84<sup>th</sup> Avenue  
Thornton, Colorado 80260  
(303) 702-1617

Site Name: Schubert Property  
BUN: 877055