

Chuck Broerman
06/10/2022 03:44:56 PM
Doc \$0.00 18
Rec \$98.00 Pages

El Paso County, CO



222080436

Prepared by and After Recording Return To:
Michael Vilella
534 W. Golfwood Drive
Pueblo, Colorado 81007

PERMANENT EASEMENT AGREEMENT

This **PERMANENT EASEMENT AGREEMENT** (this "Agreement") is made as of the 4 day of JUNE 2022, by and between **Monument Academy Foundation**, a Colorado nonprofit corporation, whose address is 1150 Village Ridge Point, Monument, CO 80132-8992 ("Grantor") and **AT&T Corp.**, a New York corporation, whose address is 7159 San Pedro Room 202, San Antonio, TX 78216 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of property located at State Highway 83 and Walker Road in the County of El Paso, State of Colorado more fully described on Exhibit "A" attached hereto and made a part hereof (the "Property"), and

WHEREAS, Grantee is the owner of property (the "AT&T Property") located adjacent to Grantor's Property and State Highway 83 in El Paso County, Colorado as shown on Exhibit "B" attached hereto and made a part hereof and

WHEREAS, Grantor and Grantee desire to provide access to the AT&T Property from a public dedicated street system;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains and conveys unto Grantee, its and their affiliated companies, and their successors, assignees, lessees, licensees and agents, a permanent easement (the "Easement"), upon and across a portion of Grantor's Property described as "Proposed Jane Lundeen Drive" and "Proposed Pinehurst Circle" on Exhibit "C" (the "Access Roads") and upon and across a portion of Grantor's Property described as "Proposed Tract A" on Exhibit "C" approximately Two Hundred Eighty-Four feet (284') in length x Twelve Feet (12') in width extending from Proposed Jane Lundeen Drive to the AT&T Property (the "Access Driveway"), located in Section 15, Township 11 South, Range 66 West, as shown on Exhibit "C". All items shown on the Exhibits or any plans as existing are shown in approximate location only. The actual location may vary from the Exhibits and plans, especially in the case of underground utilities. Whenever the contractor discovers a discrepancy in location, contractor shall contact Grantee immediately.

FURTHER, this Agreement is subject to the following terms, covenants and conditions:

1. The Easement granted herein shall be appurtenant to Grantor's Property as identified in that certain deed dated July 9, 2019, and recorded on July 11, 2019 as Instrument #219078423, Official Records of El Paso County, Colorado.

2. Upon receipt of this Agreement fully executed by Grantor and Grantee, Grantor shall construct gravel Access Driveway from Jane Lundeen Drive to and extended within the AT&T Property. Prior to the beginning of any construction, Grantor's contractor shall contact all appropriate utility companies and shall be responsible for locating any existing utility (including depths) which may conflict with the proposed construction. All existing utilities shall be protected from damage by the contractor. The Access Driveway surface shall be scarified to a depth of eight (8") inches and compacted to ninety-five (95%) percent standard proctor density (ASTM D-698) at ~ 1 1/2 % optimum moisture content. The subgrade shall be proofrolled in the presence of the geotechnical engineer to identify soft spots. CAUTION: Operating coaxial cable can be damaged by heavy wheel loads at locations where heavy construction equipment will be crossing. The contractor shall provide temporary granular fill material at least twelve (12") inches deep over the cable for additional protection. The Access Driveway shall be constructed to accommodate use by heavy trucks and trailers to transport equipment to the AT&T Property and in compliance with all applicable laws and regulations and in such a manner as not to unreasonably interfere with the Grantee's access to Grantee's Property. Upon completion of the Access Driveway, Grantor agrees to relocate the existing gate from the current access road to the AT&T Property and reinstall it on the east side fence where the Access Driveway meets the AT&T Property. Upon recording of this Easement, AT&T agrees to the closure of the current access road to the AT&T Property directly from SH 83 and relinquish, vacate and terminate the AT&T Easement granted by document recorded July 5, 1966 in the real estate records of El Paso County, Colorado at Book 2135, page 449.

3. Any and all improvements installed in or affixed to the Access Driveway by Grantor shall remain Grantor's personal property. Grantor agrees to pay for all labor used upon and all materials joined or affixed to the Access Driveway by Grantor and shall save the Grantee and the AT&T Property harmless from any lien, or claim of lien, in respect thereto.

4. Grantor and Grantee acknowledge and agree that Proposed Jane Lundeen Drive and Proposed Pinehurst Circle will be dedicated to the public and upon request shall execute any documents required to indicate their consent to such dedication, and will consent to the platting of the Property. Upon such platting, the obligations of Grantor shall be limited to the owner of the portion of the property described on Exhibit C as "Proposed Tract A."

5. Prior to any dedication, Grantor shall maintain Proposed Jane Lundeen Drive and Proposed Pinehurst Circle. Grantor shall repair promptly, at its sole risk and expense, any and all damage to the Access Roads and Access Driveway caused by Grantor, its employees, agents or contractors and shall restore the Access Roads and Access Driveway in a condition as close to its original condition as reasonably possible. Grantee shall repair promptly, at its sole risk and expense, any and all damage to the Access Roads and Access Driveway caused by Grantee, its employees, agents or contractors and shall restore the Access Roads and Access Driveway in a condition as close to its original condition as reasonably possible. After dedication of the Access Roads, Grantor and Grantee shall have no further obligation maintain the Access Roads.

6. The Access Driveway is not anticipated to be dedicated. After construction of the Access Driveway, Grantor and Grantee may each maintain the Access Driveway, but neither shall have the obligation to maintain the Access Driveway for the benefit of the other. Each shall repair promptly, at its sole risk and expense, any and all damage caused at its employees, agents or contractors and shall restore the Access Driveway in a condition as close to its original condition as reasonably possible.

7. Neither Grantor nor Grantee shall place fences, obstructions, barricades or other structures on or across any portion of the Access Roads, Access Driveway, the Property or other private access routes or in any way alter or impede the flow of traffic unless such fences, obstructions, barricades or other structures are erected as a temporary measure to reasonably aid in the construction, repair or maintenance of access to the Property. Grantor and Grantee acknowledge and agree that development of the Property may include relocation of the Access Driveway. Grantee shall have the right to review and approve any proposed relocation of the Access Driveway to assure its access will not be impeded or hindered. In the event of any such relocation of the Access Driveway, Grantee shall at all times during the continuance of this Easement have ingress to and egress from the AT&T Property by an alternate route.

8. Grantor shall pay any and all taxes that may be levied or assessed upon Grantor's improvements on the Access Road during the continuance of this Easement.

9. Grantee's occupancy or use of the Easement shall not create or vest in Grantee any ownership or interest of whatsoever nature in the Easement other than as specifically given hereby.

10. Unless otherwise provided for herein, EACH PARTY SHALL COMPLY WITH ALL LAWS (INCLUDING ALL STATUTES, ORDINANCES, REGULATIONS, ORDERS AND CODES, WHETHER SPECIFICALLY MENTIONED ELSEWHERE IN THIS AGREEMENT OR NOT) ATTENDANT UPON SUCH PARTY'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING PROCUREMENT OF ALL APPROVALS, BONDS, CERTIFICATES, INSURANCE, INSPECTIONS, LICENSES, AND PERMITS THAT SUCH LAWS REQUIRE FOR SUCH PARTY'S PERFORMANCE UNDER THIS AGREEMENT.

11. Grantor shall be completely responsible for any and all damages resulting from personal injuries, death or property damage arising from Grantor's misconduct or from the negligent acts or omissions of Grantor, its employees, agents, and contractors while exercising the rights granted herein. Furthermore, Grantor shall reimburse Grantee for any and all costs that may be required to protect Grantee's Property as a result of the construction of the Access Road.

12. Grantee, its employees, agents, and contractors shall use the Access Roads and Access Driveway at their sole risk and shall defend, indemnify and hold Grantor fully and completely harmless, including any of Grantor's successors, affiliates or subsidiaries, against and from any and all losses, costs, claims, demands and liability of whatsoever kind and nature arising out of or in any way connected with Grantee's use of the Access Road to the extent of Grantee's negligence, except to the extent caused by the sole negligence or willful misconduct of Grantor, or Grantor's employees, agents or contractors.

13. The Easement granted herein is non-exclusive. Grantor shall not interfere with Grantee's free use and enjoyment of the Access Roads and Access Driveway. In the event of any damage caused by Grantee to the portion of the Access Road used exclusively by Grantee, Grantee agrees to pay the cost to repair the Access Road.

14. Grantor and Grantee represent and warrant that they have full authority to enter into and perform this Easement without the consent or approval of any other person or entity including, without limitation, any mortgagees, partners, ground lessors, or other superior interest holders or interested parties. The persons signing this Easement on behalf of Grantor and Grantee represent and warrant that they have the full and complete authority, corporate, partnership or otherwise, to bind Grantor and Grantee to this Easement.

15. (a) Before either party shall be entitled to declare this Agreement in default, it shall put the other party on written notice of the nature of the claimed default, and the party claimed to be in default shall have five (5) days after receipt of such notice in which to cure the item of default.

(b) If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve such dispute through non-binding mediation by submitting the dispute to a sole mediator selected by the parties or, at the option of a party, to mediation by the American Arbitration Association ("AAA") in El Paso County or Denver County, Colorado. If such dispute is not resolved by such non-binding mediation, the parties shall have the right to resort to remedies permitted by law, unless otherwise expressly set forth in this Agreement. All defenses based on passage of time shall be tolled during the mediation. The direct expenses of the mediation, including the compensation and expenses of the mediator and the fees of the AAA, shall be borne equally by the parties. All other costs incurred by the parties to this Agreement, including the parties' legal expenses and their witnesses' expenses, shall be borne by the party incurring the expense. The parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

16. Except as otherwise provided in Section 15 hereof, the prevailing party to any action or proceeding between Grantor and Grantee with respect to the interpretation of or breach of this Agreement or the transaction contemplated hereunder shall be entitled to have and recover all reasonable costs, expenses and attorneys' fees, expert witness fees and other costs of defense incurred in connection therewith.

17. All notices, requests, submissions of contracts, and all other writings required under this Agreement must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

GRANTOR:
Monument Academy Foundation
1150 Village Ridge Point
Monument, CO 80132-8992
Attn: CEO

With a copy to:
Miller Farmer Law
5665 Vessey Rd.
Colorado Springs, CO 80908
Attn: Tim Miller

GRANTEE:
AT&T Corp.
CRE Portfolio Manager
7159 San Pedro, Room 202
San Antonio, TX 78216

With a copy to:
AT&T Services, Inc.
Whitacre Tower
208 S. Akard, Room 3137
Dallas, TX 75202
Attn: General Attorney - Real Estate

18. This Agreement constitutes the entire agreement and understanding between the parties relative to the Easement and the Access Road and supersedes any and all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to the Easement and the Access Road.

19. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

IN WITNESS WHEREOF, the undersigned have duly executed this Permanent Easement Agreement as of the day and year first above written.

GRANTOR: Monument Academy Foundation

By: 

Print Name: MARIKA A McWilliams

Title: MAF President

GRANTEE: AT&T Corp.

By: 

Print Name: JEROME CENTENO

Title: GRE PORTFOLIO MGR

GRANTOR ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF El Paso)

BEFORE ME, the undersigned authority, on this 13 day of April ²⁰²²~~2021~~, personally appeared Mark A McWilliams known to me to be the person whose name is subscribed to the foregoing instrument as MAF President of Monument Academy Foundation, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

MARTINNA M STAHLMANN-HILL
NOTARY PUBLIC
STATE OF COLORADO
ID 20164030445
My Commission Expires: August 09, 2024
(SEAL)

M. Hill
Notary Public for the State of Colorado
Signature: M. Hill
Print Name: Martinna M. Stahlmann-Hill
Residing at: El Paso
Commission date: April 13, 2022
My commission expires: August 9, 2024

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

MARTINNA M STAHLMANN-HILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164030445
My Commission Expires: August 09, 2024

M. Hill
Notary Public

My Commission Expires: August 9, 2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Joaquin

On

June 4, 2020

before me,

America Kimberly Andrade, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

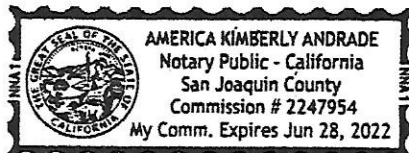
Jerome Centeno

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

AKA

Signature of Notary Public

Place Notary Seal Above

WOODHAVEN DRIVE

LOT 19

WALKER ROAD

NE1/4
SEC.
15

SW1/4
SEC. 15

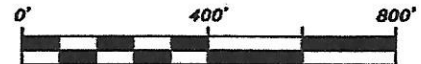


EXHIBIT A

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°25'27" W	1062.18'
L2	N90°00'00" W	15.00'
L3	S00°25'27" W	742.38'
L4	N03°16'20" E	1012.80'
L5	S86°46'06" E	176.40'
L6	N03°04'22" E	120.13'
L7	N86°50'03" W	176.07'
L8	N04°02'11" E	16.78'
L9	N46°03'44" E	133.50'
L10	N01°47'44" E	15.61'
L11	S88°12'03" E	1010.41'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	ChD BEARING	ChD DIST.
C1	64.73'	1540.00'	2°24'30"	N51°19'42" W	64.73'
C2	744.46'	710.00'	60°04'37"	N80°09'46" W	710.83'
C3	233.23'	440.00'	30°22'14"	S84°59'02" W	230.51'
C4	196.58'	166.00'	67°51'03"	S66°14'37" W	185.29'
C5	513.49'	5800.00'	5°04'21"	N00°41'33" E	513.32'

**RAMPART
SURVEYS**

P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0920

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 218134619 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER (E1/2 NW1/4) OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID E1/2 NW1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 15, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 15, AS MONUMENTED BY A REBAR AND 3-1/4" ALUMINUM CAP STAMPED "BERGE-BREWER LS 9646" BEARS N88°08'01"W, A DISTANCE OF 2636.22 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N00°25'27"E ALONG THE EASTERLY LINE OF SAID E1/2 NW1/4, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID NE1/4, A DISTANCE OF 2614.47 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WALKER ROAD; THENCE N88°12'03"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S00°25'27"W, A DISTANCE OF 1062.18 FEET;
THENCE N90°00'00"W, A DISTANCE OF 15.00 FEET;
THENCE S00°25'27"W, A DISTANCE OF 742.38 FEET;
THENCE ALONG THE ARC OF A 1540.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°24'30", AN ARC LENGTH OF 64.73 FEET (THE LONG CHORD OF WHICH BEARS N51°19'42"W, A LONG CHORD DISTANCE OF 64.73 FEET) TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF A 710.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60°04'37", AN ARC LENGTH OF 744.46 FEET (THE LONG CHORD OF WHICH BEARS N80°09'46"W, A LONG CHORD DISTANCE OF 710.83 FEET) TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF A 440.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°22'14", AN ARC LENGTH OF 233.23 FEET (THE LONG CHORD OF WHICH BEARS S84°59'02"W, A LONG CHORD DISTANCE OF 230.51 FEET) TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF A 166.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 67°51'03", AN ARC LENGTH OF 196.58 FEET (THE LONG CHORD OF WHICH BEARS S66°14'37"W, A LONG CHORD DISTANCE OF 185.29 FEET) TO A POINT ON THE WESTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 218134619, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY NO. 83, AS DESCRIBED IN DEED RECORDED IN BOOK 2052 AT PAGES 686-689 OF SAID COUNTY RECORDS;
THENCE N03°16'20"E ALONG THAT LINE COMMON TO SAID TRACT AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1012.80 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 2086 AT PAGE 528 OF SAID COUNTY RECORDS;
THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID TRACT THE FOLLOWING THREE (3) COURSES;

- 1.) THENCE S86°46'06"E, A DISTANCE OF 176.40 FEET;
 - 2.) THENCE N03°04'22"E, A DISTANCE OF 120.13 FEET;
 - 3.) THENCE N86°50'03"W, A DISTANCE OF 176.07 FEET TO THE NORTHWESTERLY CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 218134619 AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY NO. 83 AS DESCRIBED IN SAID BOOK 2052 AT PAGES 686-689;
- THENCE ALONG THAT LINE COMMON TO SAID TRACT AND SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES;

1.) THENCE N04°02'11"E, A DISTANCE OF 16.78 FEET TO A POINT OF CURVE;

PAGE 1 OF 2

2.) THENCE ALONG THE ARC OF A 5800.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°04'21", AN ARC LENGTH OF 513.49 FEET (THE LONG CHORD OF WHICH BEARS N00°41'33"E, A LONG CHORD DISTANCE OF 513.32 FEET) TO A POINT OF TANGENT;

3.) THENCE N46°03'44"E, A DISTANCE OF 133.50 FEET;

4.) THENCE N01°47'44"E, A DISTANCE OF 15.61 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALKER ROAD;

THENCE S88°12'03"E ALONG THAT LINE COMMON TO SAID TRACT AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1010.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 42.32 ACRES OF LAND, MORE OR LESS.

PREPARED BY:
ERIC SIMONSON, COLORADO PLS NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
PO BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920



THENCE ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°15'19", AN ARC LENGTH OF 30.86 FEET (THE LONG CHORD OF WHICH BEARS N74°17'59"W, A LONG CHORD DISTANCE OF 30.61 FEET);

THENCE N86°55'38"W, A DISTANCE OF 4.30 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 8,524 SQUARE FEET (0.20 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:
ERIC SIMONSON, COLORADO PLS NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
PO BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920



Recorded at 10/18 o'clock 4 M. AUG 4 1965 BOOK 2086 PAGE 528
 Reception No. 426146 OFFICE REALS APPROVED: [Signature]
 Recorder, State of New York

EXHIBIT B

RECORDER'S STAMP

THIS DEED, Made this 9th day of July
 in the year of our Lord one thousand nine hundred and sixty-five
 between BRUCE E. YOUNGER and CORA DEANE YOUNGER,
 his wife, of the
 County of El Paso and State
 of Colorado, of the first part, and AMERICAN TELEPHONE AND
TELEGRAPH COMPANY, a corporation organized and
 existing under and by virtue of the laws of the State of New York
 of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
 Ten and no/100 Dollars (\$10.00) and other valuable consideration, ~~EXCESSIVE~~
 to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is
 hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do
 grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever,
 all of the following described lot or parcel of land, situate, lying and being in the
 County of El Paso and State of Colorado, to-wit: A part of the Northeast Quarter
 of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 15, Township 11 South, Range 66 West
 of the Sixth Principal Meridian, more particularly described as follows:

Commencing at a 1/2" iron bar found at the northwest corner of said Section
 15; thence South 64°55'05" East 1,660.45 feet to the point of beginning, a con-
 crete monument with a brass plate located on the "new" east right of way line of
 Colorado State Highway 83; thence South 02°40'25" West 120.00 feet along said
 east right of way line to a concrete monument; thence South 87°19'35" East 176.38
 feet to a concrete monument; thence North 02°40'25" East 120.00 feet to a concrete
 monument; thence North 87°19'35" West 176.38 feet to the point of beginning, and
 containing 0.49 acres, more or less.

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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 the said parties of the first part, 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 the
 said party of the second part, its successors and assigns forever. And the said parties of the first part, for
 them selves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with
 the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of
 these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and
 indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to
 grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from
 all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature
 soever,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its
 successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part
 thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands
 and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Bruce E. Younger [SEAL]
 Bruce E. Younger
Cora Deane Younger [SEAL]
 Cora Deane Younger

STATE OF COLORADO

County of El Paso } ss.

The foregoing instrument was acknowledged before me this 9th day of July
 1965, by Bruce E. Younger and Cora Deane Younger, his wife.

WITNESS my hand and official seal.

My commission expires April 30, 1966

J. E. Donnelly
 J. E. Donnelly

Notary Public

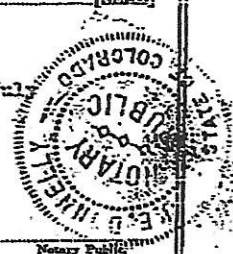
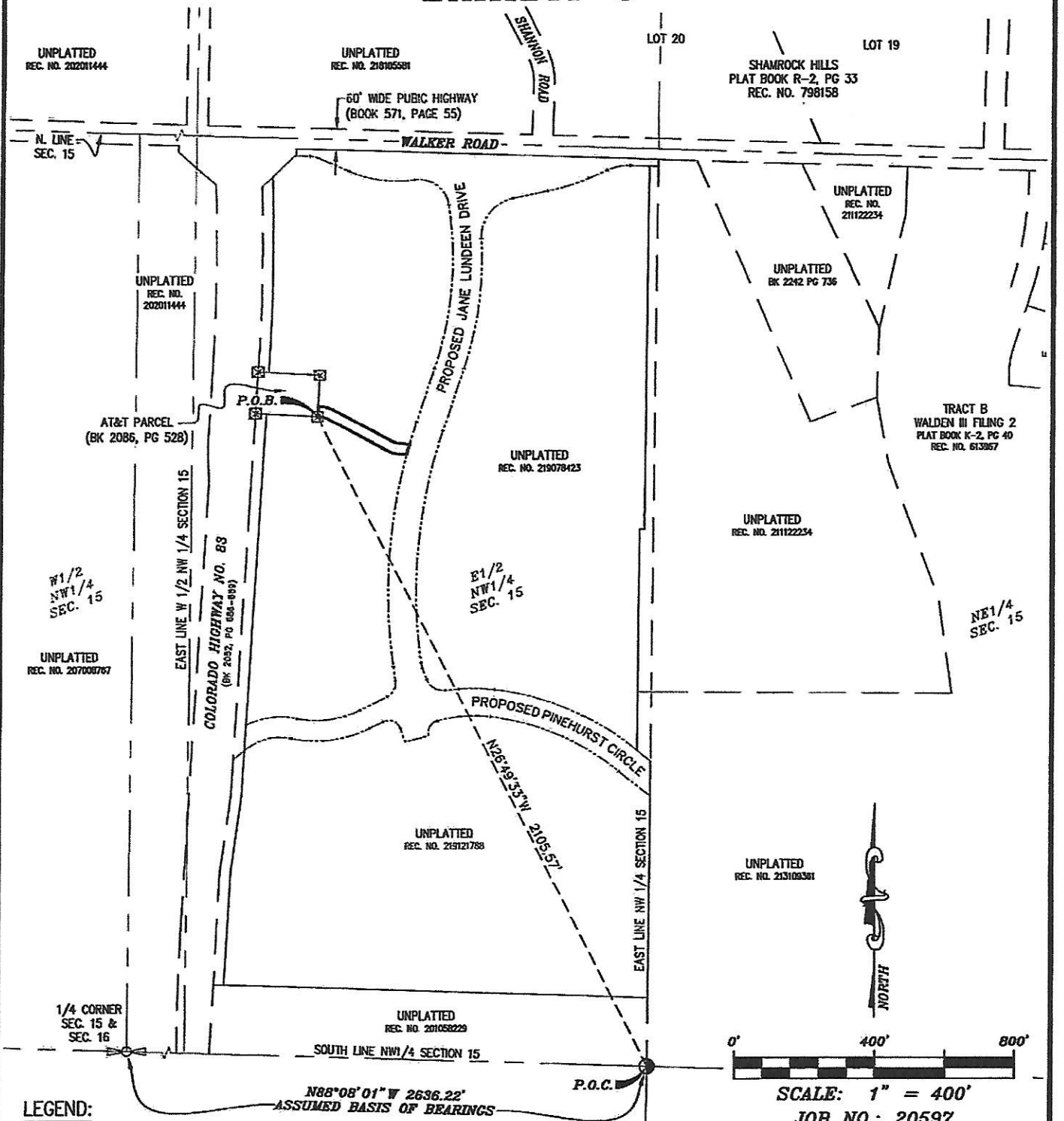


EXHIBIT C

C:\Users\Rampart\Surveys\Dropbox\DWG\2020597\dwg\20597 AT&T (COVER SHEET)-TDM.dwg, 8/11/2021 10:44:34 AM, AutoCAD PDF (High Quality Print).pc3



LEGEND:

- ① FOUND 3/4" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "RAMPART PLS 38560"
- ⊠ FOUND 4" X 4" CONCRETE POST (PROPERTY CORNER)
- ⊗ FOUND REBAR AND 3-1/4" ALUMINUM CAP STAMPED "BERGE-BREWER LS 9646"

RAMPART SURVEYS

P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0920

EXHIBIT C

AT&T PARCEL
(BK 2086, PG 528)

PROPOSED TRACT A
8,524 SQ. FT.
(0.20 ACRES)

P.O.B.

L1
L2
L7

C7

C5

L3

L6

C2

L4

C4

L5

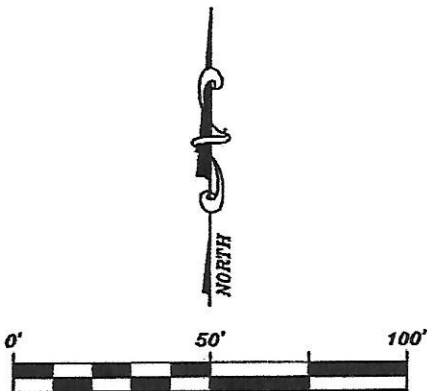
PROPOSED JANE LUNDEEN DRIVE
(80' R.O.W.)

UNPLATTED
REC. NO. 219078423

N26°49'33"W 2105.57'
(FROM P.O.C.)

LEGEND:

☒ FOUND 4X4 CONCRETE
POST (PROPERTY CORNER)



SCALE: 1" = 50'

JOB NO.: 20597

MAY 28, 2021

**RAMPART
SURVEYS**

P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0920

EXHIBIT C

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N03°04'22" E	30.00'
L2	S86°55'38" E	4.30'
L3	S61°40'19" E	186.84'
L4	S84°46'17" E	27.98'
L5	N84°46'17" W	22.68'
L6	N61°40'19" W	186.84'
L7	N86°55'38" W	4.30'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	ChD BEARING	ChD DIST.
C1	44.08'	100.00'	25°15'19"	S74°17'59" E	43.72'
C2	24.19'	60.00'	23°05'58"	S73°13'18" E	24.03'
C3	30.47'	1540.00'	1°08'00"	S15°15'06" W	30.46'
C4	36.28'	90.00'	23°05'58"	N73°13'18" W	36.04'
C5	30.86'	70.00'	25°15'19"	N74°17'59" W	30.61'

**RAMPART
SURVEYS**

P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0920

EXHIBIT C

LEGAL DESCRIPTION - ACCESS EASEMENT:

A THIRTY-FOOT (30') WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 219078423 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER (E1/2 NW1/4) OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 15, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 15, AS MONUMENTED BY A 3/4" REBAR AND 2-1/2" ALUMINUM CAP STAMPED "RAMPART PLS 38560", FROM WHICH THE SOUTHWEST CORNER OF SAID NW1/4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SW1/4, AS MONUMENTED BY A REBAR AND 3-1/4" ALUMINUM CAP STAMPED "BERGE-BREWER LS 9646" BEARS N88°08'01"W, A DISTANCE OF 2636.22 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N26°49'33"W, A DISTANCE OF 2105.57 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 2086 AT PAGE 528 OF SAID COUNTY RECORDS, SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF SAID TRACT OF LAND RECORDED UNDER RECEPTION NO. 219078423, AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE N03°04'22"E ALONG THAT LINE COMMON TO SAID TRACTS, A DISTANCE OF 30.00 FEET;

THENCE S86°55'38"E, A DISTANCE OF 4.30 FEET;

THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°15'19", AN ARC LENGTH OF 44.08 FEET (THE LONG CHORD OF WHICH BEARS S74°17'59"E, A LONG CHORD DISTANCE OF 43.72 FEET);

THENCE S61°40'19"E, A DISTANCE OF 186.84 FEET;

THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°05'58", AN ARC LENGTH OF 24.19 FEET (THE LONG CHORD OF WHICH BEARS S73°13'18"E, A LONG CHORD DISTANCE OF 24.03 FEET);

THENCE S84°46'17"E, A DISTANCE OF 27.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FUTURE JANE LUNDEEN DRIVE;

THENCE ALONG SAID FUTURE RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 1540.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°08'00", AN ARC LENGTH OF 30.47 FEET (THE LONG CHORD OF WHICH BEARS S15°15'06"W, A LONG CHORD DISTANCE OF 30.46 FEET);

THENCE N84°46'17"W, A DISTANCE OF 22.68 FEET;

THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°05'58", AN ARC LENGTH OF 36.28 FEET (THE LONG CHORD OF WHICH BEARS N73°13'18"W, A LONG CHORD DISTANCE OF 36.04 FEET);

THENCE N61°40'19"W, A DISTANCE OF 186.84 FEET;

THENCE ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°15'19", AN ARC LENGTH OF 30.86 FEET (THE LONG CHORD OF WHICH BEARS N74°17'59"W, A LONG CHORD DISTANCE OF 30.61 FEET);

THENCE N86°55'38"W, A DISTANCE OF 4.30 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 8,524 SQUARE FEET (0.20 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:
ERIC SIMONSON, COLORADO PLS NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
PO BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

