ROBERT C. "BOB" BALINK 01/29/2010 - 04:22:03 PM Doc \$0.00 Page Rec \$106.00 1 of 21



EASEMENTS AGREEMENT

THIS EASEMENTS AGREEMENT is made and entered this day of THIVISCO day of THIVISCO day of THIVISCO and between Dorman Properties LLC, a Colorado limited liability company ("Dorman"), Corevet Investment Group, LLC, a Colorado limited liability company ("Corevet"), and Powers Real Estate Partners, LLC, a Colorado limited liability company ("Powers").

Recitals

- A. Dorman is the owner of certain real property located in the City of Colorado Springs, El Paso County, State of Colorado, more particularly described as Lot 5, Powers Plaza, a subdivision recorded under Plat Book W-3, Page 4 of the records of El Paso County, Colorado (the "Dorman Parcel").
- B. Corevet is the owner of certain real property located in the City of Colorado Springs, El Paso County, State of Colorado, more particularly described as Lot 1, Powers Centre Filing No. 3, a subdivision recorded under Reception No. 207712703 of the records of El Paso County, Colorado, and Tract A, Powers Plaza, a subdivision recorded under Plat Book W-3, Page 4 of the records of El Paso County, Colorado (together the "Corevet Parcels").
- C. Powers is the owner of certain real property located in the City of Colorado Springs, El Paso County, State of Colorado, more particularly described as Lot 2, Powers Centre Filing No. 3, a subdivision recorded under Reception No. 207712703 of the records of El Paso County, Colorado (the "Powers Parcel").
- D. Dorman desires to establish upon a portion of the Dorman Parcel, as described on Exhibit A and depicted on Exhibit B attached hereto, made a part hereof, and incorporated herein by reference (the "Dorman Easement Parcel"), a perpetual non-exclusive easement and right-of-way for the benefit of the Corevet Parcels and the Powers Parcel for access, ingress and egress thereto, in addition to other rights and obligations contained herein.
- E. Corevet desires to establish upon a portion of the Corevet Parcels, as described on Exhibit C and depicted on Exhibit D attached hereto, made a part hereof, and incorporated herein by reference (the "Corevet Easement Parcels"), a perpetual non-exclusive easement and right-of-way for the benefit of the Dorman Parcel and the Powers Parcel for access, ingress and egress thereto, and upon that portion of the Corevet Easement Parcels depicted on Exhibit I attached hereto, made a part hereof, and incorporated herein by reference, a perpetual non-exclusive easement for the benefit of the Dorman and Powers Parcels for parking, in addition to other rights and obligations contained herein.
- F. Powers desires to establish upon a portion of the Powers Parcel, as described on Exhibit E and depicted on Exhibit F attached hereto, made a part hereof, and incorporated herein by reference (the "Powers Easement Parcel"), a perpetual non-exclusive easement and right-of-way for the benefit of the Dorman Parcel and the Corevet Parcels for access, ingress and egress thereto, in addition to other rights and obligations contained herein.

- G. The Dorman Easement Parcel, the Corevet Easement Parcels, and the Powers Easement Parcel described above may be referred to herein collectively as the "Easement Parcels."
- H. It is the intent of the parties hereto that the Dorman Easement Parcel, Corevet Easement Parcels, and Powers Easement Parcel shall and will provide, for the benefit of the Dorman Parcel, the Corevet Parcels, and the Powers Parcel, access to and from Omaha Boulevard to, from, through and across the Dorman Parcel, the Corevet Parcels, and the Powers Parcel, to and from properties to the north and west, and that a portion of the Corevet Easement Parcels shall and will provide parking for the Dorman Parcel. The combined Dorman Easement Parcel, Corevet Easement Parcels, and Powers Easement Parcel are described on Exhibit G and depicted on Exhibit H attached hereto, made a part hereof, and incorporated herein by reference.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

The above Recitals are incorporated herein by reference.

A. ACCESS EASEMENT

- Dorman hereby grants and conveys to Corevet and Powers, for their use and the use of their Permittees (as hereafter defined), and subject to all matters of record, a perpetual non-exclusive easement in, over and across the Dorman Easement Parcel for the purpose of access, ingress and egress in connection with the use of the Corevet Parcels and the Powers Parcel.
- 2. Corevet hereby grants and conveys to Dorman and Powers, for their use and the use of their Permittees (as hereafter defined), and subject to all matters of record, a perpetual non-exclusive easement in, over and across the Corevet Easement Parcels for the purpose of access, ingress and egress in connection with the use of the Dorman Parcel and the Powers Parcel.
- 3. Powers hereby grants and conveys to Dorman and Corevet, for their use and the use of their Permittees (as hereafter defined), and subject to all matters of record, a perpetual non-exclusive easement in, over and across the Powers Easement Parcel for the purpose of access, ingress and egress in connection with the use of the Dorman Parcel and the Corevet Parcels.
- 4. "Permittees" shall mean and refer to any successors, assigns, tenants, subtenants, licensees, occupants, employees, invitees, and visitors of Dorman, Corevet and Powers respectively.
- 5. Dorman, Corevet and Powers hereby grant and convey to each other and their Permittees a perpetual non-exclusive right to use any common roads or access ways, from time to time, constructed over and across the herein described Easement Parcels located on their respective Parcels.

-2-

- 6. Dorman, Corevet and Powers each hereby reserve unto themselves and their Permittees the right to use the Easement Parcels located on their respective parcels for any and all purposes not inconsistent with the use for access or parking granted and agreed to herein, except that the Easement Parcels located on their respective parcels (other than the portion of the Corevet Easement Parcels described in Section B below) shall not be used by Dorman, Corevet and Powers or their respective Permittees for parking of vehicles or obstruction of the Easement Parcels.
- 7. In order to effect the intent of Recital H above, the parties agree to execute and record such documents as are reasonably required to document and effectuate such intent.

B. PARKING EASEMENT

- 1. Corevet hereby grants and conveys to Dorman and Powers, for its use and the use of its Permittees, and subject to all matters of record, a perpetual non-exclusive easement over and upon the portion of the Corevet Easement Parcels that lies within Tract A, Powers Plaza for the purpose of operation, use, installation, and demarcation of parking spaces for the benefit of the Dorman and Powers Parcels. Once commenced, any such installation and demarcation shall be completed diligently and without unreasonable delay.
- 2. Notwithstanding that the parking easement for the benefit of the Dorman and Powers Parcels is nonexclusive, the parties hereto acknowledge and agree as follows:
- a. The number of parking spaces within that easement area are, and will be, solely for the use of the owner of the Dorman Parcel in determining and satisfying any and all applicable regulatory parking requirements concerning the use and development of the Dorman Parcel.
- b. The right of the Corevet Parcel and Powers Parcel owners to use those parking spaces shall continue, so long as, and only if, such use does not interfere with the use of those parking spaces by the owner of the Dorman Parcel in determining and satisfying such regulatory parking requirements.
- c. Although the owner of the Dorman Parcel has the right to install and demark the parking spaces, which may occur in obligation to do so.

C. REIMBURSEMENT

In the event any party has installed or installs any additional access improvements or parking improvements pursuant to Sections A. or B. above, that are in addition to those currently existing, the party who constructs such improvements shall not be entitled to recover from the other parties hereto any portion of the costs incurred by the constructing party in constructing those improvements.

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D. MAINTENANCE

- At all times during the term of this Agreement, the owner of each Easement Parcel shall, at its own cost and expense, maintain, repair and replace any and all access and parking improvements on the Easement Parcel within its property in good order and condition including, without limitation as to access ways and parking spaces: (i) keeping the surfaces of all areas in a clean, unlittered, orderly and sanitary condition, including replacements as necessary; (ii) removing when reasonably necessary snow, ice and other debris; (iii) repairing, replacing, and renewing any paving and concrete including curbs, pans and gutters as may be reasonably necessary; and (iv) maintaining any pavement and parking striping. All repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. The maintaining party shall have no right to recover from the other owners any portion of the costs of such maintenance, repair and replacement. In the event any party fails to perform such maintenance, repair and replacement pursuant to this paragraph, the other parties shall have the right to maintain, repair and replace the same after thirty (30) days (or such shorter period as is reasonable considering the type of maintenance, repair or replacement) prior written notice is given to the party failing to maintain, repair and replace the Easement Parcel within its property, and such party fails to make such repair within such 30-day period. All reasonable costs and expenses associated with the non-owner maintenance, repair and replacement of another owner's Easement Parcel shall be reimbursed by the owner to the performing non-owner party within thirty (30) days after receipt of a bill therefor.
- 2. Notwithstanding the foregoing, in the event that any maintenance, repair or replacement is required as the result of the gross negligence, misuse, or intentional act of any owner, or its Permittees, that is other than normal wear and tear, the maintenance, repair and replacement shall be made by that party, at its own cost and expense.

E. RELOCATION

Each of the parties shall have the right, in conjunction with any future development of their respective Parcels, and/or as may be required by the City of Colorado Springs, El Paso County or the neighboring property owners, to relocate any access and/or parking improvements so long as such relocated improvements provide substantially equivalent access and/or parking. The cost of any such relocation shall be born by the relocating Parcel owner. Once commenced, all such relocation will be completed diligently and without unreasonable delay. The parties hereto agree to execute and record such documents as are reasonably required to document and effectuate relocating such improvements, redefining the Easement Parcels, and releasing the prior Easement Parcels, in conjunction therewith.

F. ENFORCEMENT

1. This Agreement may be enforced by any owner of the Dorman Parcel, the Corevet Parcels and the Powers Parcel, such parties hereafter referred to as an "Owner." Reference herein to the parties shall mean the Owners of the respective Parcels at the relevant time. Each Owner, by acquiring an interest in the respective Parcel shall automatically become vested with the rights provided under this Agreement and shall be burdened by the obligations contained herein. Each Owner shall have the right to bring an action against another Owner who

02 500 violates this Agreement to enforce such violation, to cause any such violation to be remedied, for injunctive relief, and/or to recover damages caused by such violation.

- 2. The provisions of this Agreement shall in no way prohibit Dorman, Corevet or Powers from bringing an action against one another for any damages sustained as a result of any improper use of the easements granted herein or bringing an action for injunctive relief, or such other legal or equitable relief which may be appropriate; provided, however, any breach hereof by any party shall not entitle any other party to terminate the provisions hereof, it being the intention of the parties that the easements hereby granted shall be perpetual unless otherwise stipulated herein to the contrary.
- 3. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity against an Owner shall be applicable against every such violation that may be enforced by each and every Owner.
- 4. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damages, declaratory relief, injunctive relief, or any other action, the prevailing party or parties in such action shall recover from the non-prevailing party or parties all of its costs incurred in such action, including without limitation reasonable attorneys' fees, and interest thereon at the rate of eighteen percent (18%) per annum after the date of entry of judgment. Costs for purposes of this section shall include court costs and reasonable attorney's fees. All remed es provided herein or at law or in equity shall be cumulative and not exclusive.
- 5. The failure of any Owner or Owners to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein

G. MISCELLANEOUS

1. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address as may be specified by written notice:

If to Dorman:

Dorman Properties LLC

Attn: Todd Dorman 7465 Swan Road

Colorado Springs, CO 80908

If to Corevet:

Corevet Investment Group, LLC

ttn: Michele !

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If to Powers:

Powers Real Estate Partners, LLC

Attn: GULREZ MALIK 2211 ONEIDA ST DENVER CO. 80207

Any notice so mailed shall be deemed given on the date of mailing. Any party may change the place for delivery of such documents by written notice delivered in the manner aforesaid, but such notice of change of address shall be effective only on receipt.

- 2. Each of the parties hereto shall, without charge, deliver to the other within fifteen (15) days, after written request therefor by the other or such parties' lender, tenant, or prospective purchaser, a written instrument duly executed and acknowledged, certifying (a) whether or not the others have observed and performed all of the terms and conditions required to be performed and observed under this Agreement, and if not, specifying the same; and (b) the amounts, if any, which the certifying party has expended pursuant to the terms of this Agreement, for which a claim for reimbursement will or may be made to the other party.
- 3. Whenever the singular is used in this Agreement and when required by context, the same shall include the plural and vice versa and masculine genders shall include the feminine and neuter genders and vice versa.
 - 4. This Agreement shall be governed by the laws of the State of Colorado.
- 5. This Agreement, and any provision hereof or any easement granted herein, may not be amended or terminated except by the unanimous consent of the Owners and each mortgagee or deed of trust beneficiary encumbering the respective Parcels. No amendment, modification or termination shall be effective until a written instrument setting forth the terms of such amendment or modification or termination has been duly executed, acknowledged and recorded in the office of the Clerk and Recorder of El Paso County, Colorado.
- 6. The easements granted herein, this Agreement and rights and obligations granted and imposed herein and the provisions hereof shall be construed as covenants running with the land and shall be a benefit and a burden to the Dorman Parcel, the Corevet Parcels, and the Powers Parcel, shall be appurtenant thereto, and shall be binding upon all present and future Owners.
- 7. This Agreement shall inure to the benefit of and be binding upon each Owner and the subsequent Owners of the respective Parcels, and their respective heirs, personal representatives, successors and assigns.
- 8. The Owners agree to cooperate in taking such reasonable actions from time to time as are necessary to prevent a dedication of any Easement Parcel to public use, including periodic restriction of access to the public (not to exceed twenty-four (24) hours at any time).
- 9. In the event any Owner sells or transfers all or any portion of its property, such Owner shall be and is hereby entirely freed and relieved of any and all liability or

obligations under this Easements Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer.

- 10. The easement rights granted and agreed to herein include the further right, permission and authority to enter in a reasonable manner upon the adjacent property outside of said easement if necessary to gain access to said easement area for the purposes set forth herein and/or if necessary to accomplish the purposes set forth herein, so long as such property is promptly restored to its condition prior to such entry.
- 11. Each Owner shall indemnify, defend and hold the other Owners harmless from and against any and all claims, expenses, liabilities, loss, damage and costs, including without limitation reasonable attorneys' fees, and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to, or as a result of the use by the indemnifying party or its Permittees of the easement areas on the other properties, and/or as a result of the indemnifying party's material breach of this Easements Agreement.
- 12. This Agreement (together with the Exhibits hereto) contains the entire agreement among the parties and no other representation or promise has been made, or relied upon, by the parties or their respective representatives or agents.
- 13. This Agreement shall be deemed to be fully executed and delivered when each of the undersigned has executed at least one, but not necessarily the same, counterpart thereof.
- 14. Nothing contained herein shall authorize any party, or any person or entity acting through, with or on behalf of such party, to subject any other party's property, or any portion thereof, to mechanics' liens. If any such lien shall be filed against another party's parcel, the party causing such lien shall cause the lien to be discharged. In the event that the enforcement of such lien is not discharged within thirty (30) days after receipt of written notice of the lien by the party charged with causing the lien, then the party whose property is subject to the lien, at its option, and at the reasonable cost and expense of the other party, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which such party deems reasonably necessary to defend its properties from and against such lien.

H. PRIOR EASEMENT

This Easements Agreement, upon its recording, terminates that Access Easement Agreement dated May 30, 2008 and recorded June 2, 2008 at Reception No. 208062676 in the El Paso County records, which 2008 Access Easement Agreement is void and of no further effect.

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IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

		PROPERTIES LLC, a Colorado bility company	
	By: S Name: S. Title: Ma	Todd Dorman	
		T INVESTMENT GROUP, LLC, a	
	By:Name:_JolTitle:		
	POWERS Colorado I	REAL ESTATE PARTNERS, LLC, a limited liability company	
	Ву	My Mapa.	
STATE OF COLORADO)			
COUNTY OF EL PASO) ss:		. 1//	
The foregoing instrument was 2008, by S. Todd of Dorman Properties LLC.	acknowled Dorman	ged before me this 5 day of as Manager	
WITNESS my hand and official seal. My commission expires: 12-18-09		www / klound & NOT	AAVZ
		Notary Public ST PUBL	IC OO FEES TOTAL

MORTGAGEE AND LIENHOLDER RATIFICATION AND SUBORDINATION AGREEMENT

Firstbank of El Paso County as beneficiary of a Deed of Trust recorded on the 26th day of November, 2007 at Reception No. 207149216, and a Deed of Trust recorded on the 26th day of November, 2007 at Reception No. 207149218, in the public records of El Paso County, Colorado concerning the Dorman Parcel described herein, hereby ratifies this Easements Agreement and undertakes and agrees that their interest under said recorded documents shall be subject and subordinate in each and every respect to this Easements Agreement and that any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of said recorded documents, and any future lien, mortgage or deed of trust affecting the premises subject to this Easements Agreement held by the undersigned, now are and shall at all times continue to be subject and subordinate in each and every respect to this Easements Agreement.

	EXECUTED this 5 day of Occument, A.D., 2008.
	By: MARCH Single View View View View
	STATE OF Colorado) SS. COUNTY OF EI POLSO)
acknowl	The foregoing Mortgagee and Lienholder Ratification and Subordination Agreement was ledged before me this 5th day of Necessary. A.D. 2008, by Network 1. Perry. My Commission expires MY COMMISSION EXPIRES 07/29/2009 Witness my hand and official seal.
	(SEAL)

M.

EXHIBIT LIST

Description of Dorman Easement Parcel Exhibit A Depiction of Dorman Easement Parcel Exhibit B Description of Corevet Easement Parcels Exhibit C Exhibit D Depiction of Corevet Easement Parcels Exhibit E Description of Powers Easement Parcel Depiction of Powers Easement Parcel Exhibit F Combined Description Exhibit G Combined Depiction Exhibit H Depiction of Parking Easement Area Exhibit I

EXHIBIT A

Descriptions for an access easement located within Lot 5, Powers Plaza, El Paso County, Colorado

Legal Description

A strip of land located within Lot 5, Powers Plaza, a subdivision recorded under Plat Book W-3, Page 4 of the records of El Paso County, Colorado, described as follows:

BEGENNING at a point on a Northerly line of said Lot 5 from which the Northwest Corner of said Lot 5 bears N89°31'36"W(Basis of Bearing), 224.54 feet, thence S89°31'36"E, 37.03 feet along a northerly line of said Lot 5;

Thence S35°25'11"E, 177.78 feet along a northerly line of said Lot 5 and a southeasterly extension thereof;

Thence S00°00'14"W, 160.82 feet along a line 23.90 feet west of and parallel with the East line of said Lot 5 to a point on the South line of said Lot 5;

Thence N89°59'46"W, 30.00 feet along the South line of said Lot 5;

Thence N00°00'14"E, 151.24 feet along a line 53.90 feet west of and parallel with the East line of said Lot 5;

Thence N35°25'11"W, 189.91 feet to a point on a Northerly line of said Lot 5 and the **POINT OF BEGINNING**.

Legal Description Prepared by: Randall D Hency, P.L.S. #27605 Polaris Surveying, Inc. 1903 Lelaray Street, Suite 102 Colorado Springs, Co. 80909

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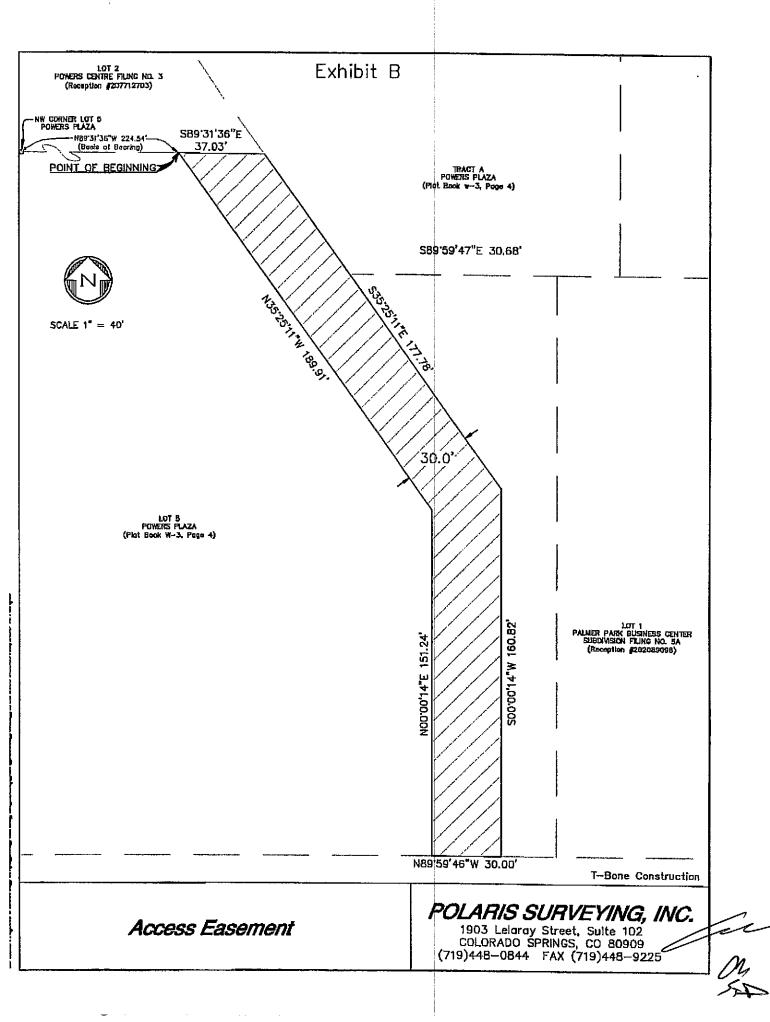


EXHIBIT C

Descriptions for an access easement located within Lot 1, Powers Centre Filing No.3, and Tract A, Powers Plaza, El Paso County, Colorado

Legal Description

A strip of land located within Lot 1, Powers Centre Filing No.3, a subdivision recorded under reception number 207712703 and Tract A, Powers Plaza, a subdivision recorded at Plat Book W-3, Page 4, all of the records of El Paso County, Colorado, described as follows:

BEGINNING at the Northeast Corner of said Lot 1, thence S14°17'29"W(Basis of Bearing), 23.82 feet along an Easterly line of said Lot 1 to the Northwest Corner of said Tract A;

Thence S89°31'06"E, 25.74 feet along the North line of said Tract A;

Thence S14°17°29"W, 76.58 feet along a line 25 feet east of and parallel with a westerly line of said Tract A;

Thence S16°07'25"W, 350.17 feet along a line 25 feet east of and parallel with a westerly line of said Tract A;

Thence S35°23'10"E, 208.22 feet along a line 25 feet east of and parallel with a westerly line of said Tract A to a point on the South line of said tract A;

Thence N89°32'11"W, 30.84 feet along the South line of said Tract A to the Southwest Corner thereof;

Thence N35°23'10"W, 102.03 feet along a West line of said Tract A to the Northeast Corner of Lot 2 of said Powers Centre Filing No. 3 and a point on an East Line of said Lot 1, Powers Centre Filing No. 3;

Thence N89°33'38"W, 30.83 feet along the North line of said Lot 2;

Thence N35°23'10"W, 31.07 feet along a line 25.00 feet west of and parallel with an East line of said Lot 1;

Thence N16°38'10"E, 297.53 feet along a line 25.00 feet west of and parallel with an East line of said Lot 1;

Legal Description Continued

Thence N14'17'29"E, 87.59 feet along a line 25.00 feet west of and parallel with an East line of said Lot 1 to a point on the North line of said Lot 1;

Thence S89°32'07"E, 25.75 feet along a North line of said Lot 1 to the Northeast Corner thereof and the **POINT OF BEGINNING**.

Legal Description Prepared by: Randall D Hency, P.L.S. #27605 Polaris Surveying, Inc. 1903 Lelaray Street, Suite 102 Colorado Springs, Co. 80909

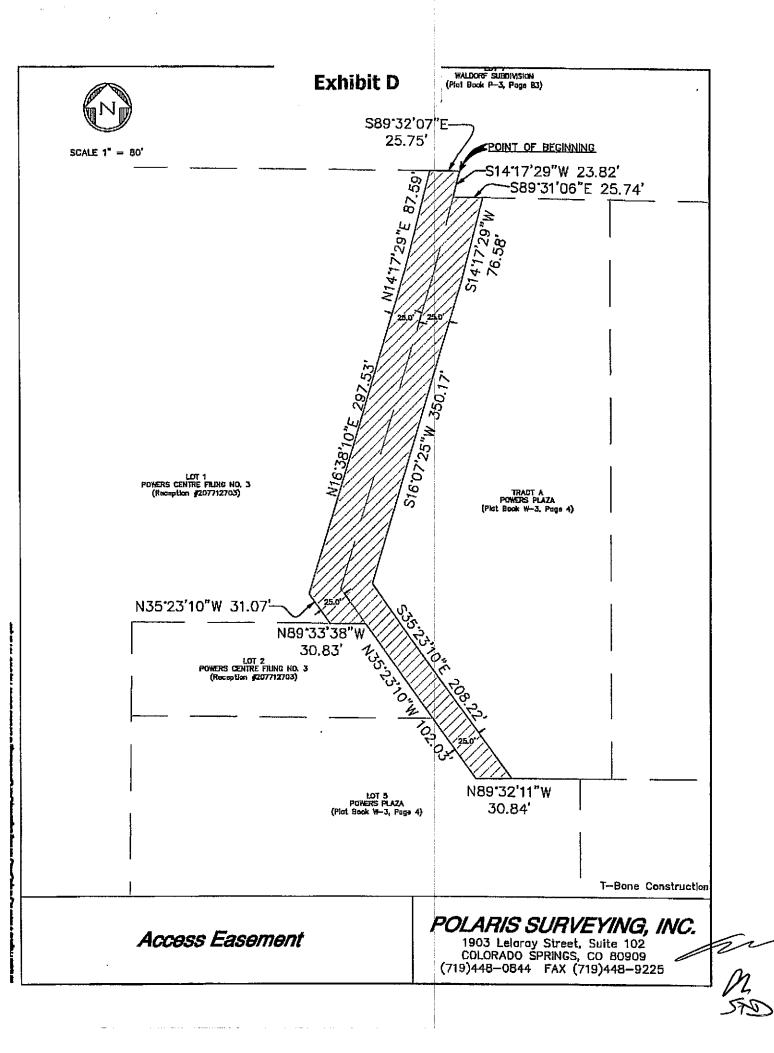


EXHIBIT E

Descriptions for an access easement located within Lot 2, Powers Centre Filing No.3, El Paso County, Colorado

Legal Description

A strip of land located within Lot 2, Powers Centre Filing No.3, a subdivision recorded under reception number 207712703 of the records of El Paso County, Colorado, described as follows:

BEGINNING at the Northeast Corner of said Lot 2, thence S35°23'10"E (Basis of Bearing), 102.03 feet along the East line of said Lot 2 to the Southeast Corner thereof,

Thence N89°32'11"W, 30.84 feet along the South line of said Lot 2;

Thence N53°23'10"W, 102.01 feet along a line 25.00 feet southwest of and parallel with the East line of said Lot 2 to a point on the North line of said Lot 2;

Thence S89°33'38"E, 30.83 feet along the North line of said Lot 2 to the **POINT OF BEGINNING**.

Legal Description Prepared by: Randall D Hency, P.L.S. #27605 Polaris Surveying, Inc. 1903 Lelaray Street, Suite 102 Colorado Springs, Co. 80909

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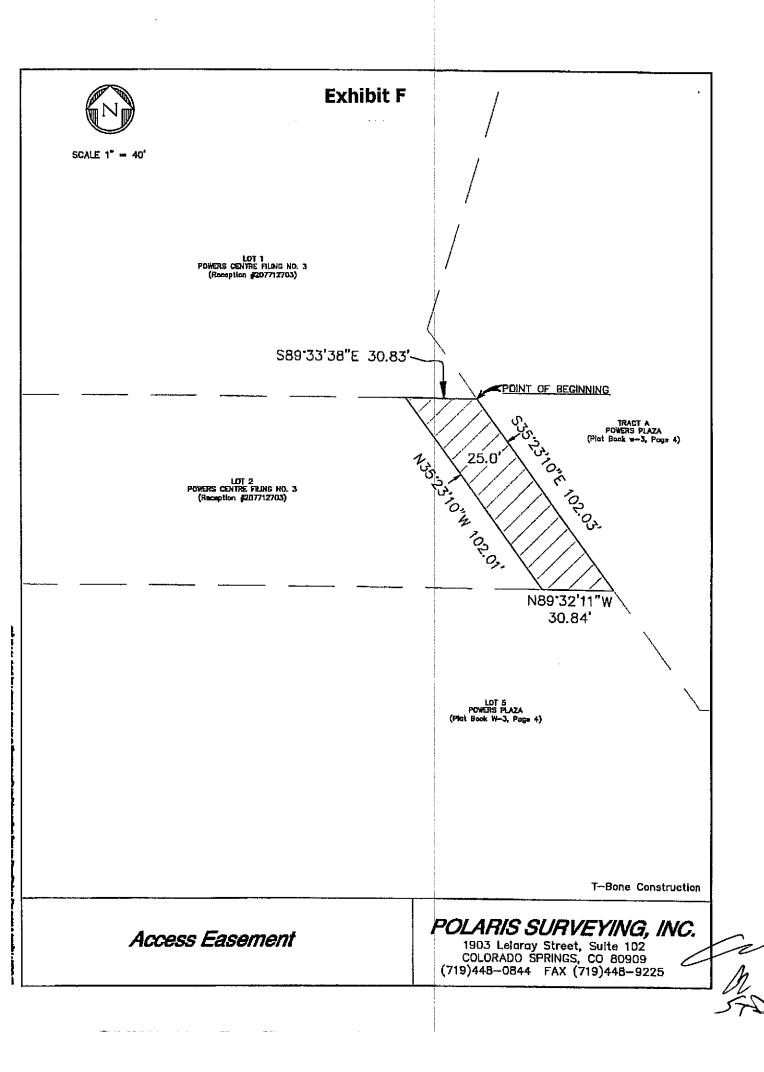


EXHIBIT G

Descriptions for an access easement located within Powers Centre Filing No.3, and Powers Plaza, El Paso County, Colorado

Legal Description

A strip of land located within Lot 1 and Lot 2, Powers Centre Filing No.3, a subdivision recorded under reception number 207712703 and Lot 5 and Tract A, Powers Plaza, a subdivision recorded at Plat Book W-3, Page 4, all of the records of El Paso County, Colorado, described as follows:

BEGINNING at the Northeast Corner of said Lot 1, thence S14°17'29"W (Basis of Bearing), 23.82 feet along an Easterly line of said Lot 1 to the Northwest Corner of said Tract A;

Thence S89°31'06"E, 25.74 feet along the North line of said Tract A;

Thence S14°17'29"W, 76.58 feet along a line 25 feet east of and parallel with a westerly line of said Tract A;

Thence S16°07'25"W, 350.17 feet along a line 25 feet east of and parallel with a westerly line of said Tract A;

Thence S35°23'10"E, 310.50 feet along a line 25.00 feet east of and parallel with a westerly line of said Tract A to a point on the South line of said Tract A;

Thence N89°32'11"W, 30.84 feet along the South line of said Tract A to the Southwest Corner thereof:

Thence S35°23'10"E, 114.26 feet;

Thence S00°00'21"E, 160.82 feet to a point on the South line of said Lot 5, said point bearing S89'59'39"W, 23.90 feet from the Southeast Corner of said Lot 5;

Thence S89°59'39"W, 30.00 feet along the South line of said Lot 5;

Thence N00°00'21"W, 151.24 feet;

Legal Description continued

Thence N35°23'10"W, 189.91 feet to a point on a North line of said Lot 5;

Thence S89°32'14"E, 6.17 feet along a North line of said Lot 5 to a point being 25.00 feet west of and perpendicular to a westerly line of said Tract A;

Thence N35°23'10"W, 133.09 feet along a line 25.00 feet west of and parallel with a westerly line of said Tract A;

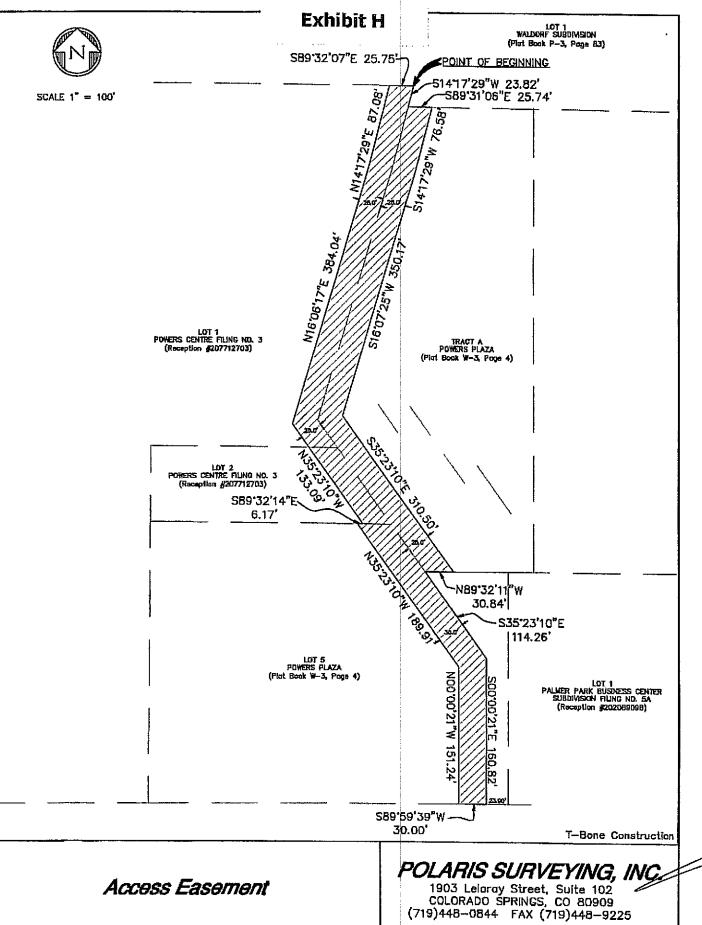
Thence N16°06'17"E, 384.04 feet along a line 25.00 feet west of and parallel with a westerly line of said Tract A;

Thence 14°17'29"E, 87.08 feet along a line 25.00 feet west of and parallel with a westerly line of said Tract A to a point on a North line of said Lot 1;

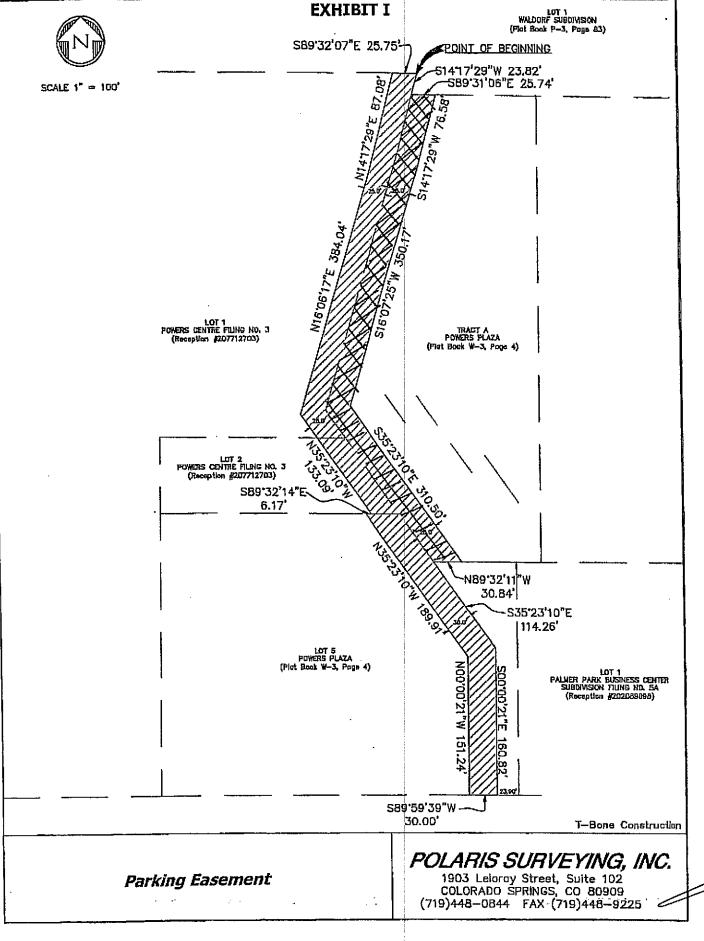
Thence S89°32'07"E, 25.75 feet along a North line of said Lot 1 to the Northeast Corner thereof and the **POINT OF BEGINNING**.

Legal Description Prepared by: Randall D Hency, P.L.S. #27605 Polaris Surveying, Inc. 1903 Lelaray Street, Suite 102 Colorado Springs, Co. 80909

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