

EXHIBIT B NON-EXCLUSIVE PERMANENT EASEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("AGREEMENT") is made this _____ day of _____, 2022. KNOW ALL MEN BY THESE PRESENTS, that LENA GAIL CASE, whose mailing address is **119 N. WAHSATCH AVE, COLORADO SPRINGS, COLORADO 80903** (hereinafter "Grantor(s)"), for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), (have/has) given and granted and by these presents (do/does) hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises situate in the County of El Paso, State of Colorado:

See attached Exhibit A, Land Description
Exhibit B, Sketch

remove
highlighting

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

Delete highlighted portion.

Grantor(s) shall not construct improvements in the easement area that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the drainage facility shall be planted or allowed to grow in this area and may be removed by the Grantee. Any existing fencing, including flood-damaged fencing, which is moved or disturbed as part of the above-referenced construction will be restored, replaced, or rebuilt with new fencing by Grantee. All new fencing shall be of like kind (generally described as _____), location, design, configuration, height, color, and quantity, and of quality equal to or higher than the existing fencing as of the date of this agreement unless otherwise agreed to by Grantee and Grantor in writing.

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

Grantor(s) hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) (have/has) executed this Non-Exclusive Permanent Easement this _____ day of _____, 2022.

delete "Entity
Name"

delete if only one
person is signing

NON-EXCLUSIVE PERMANENT EASEMENT

GRANTOR(S):

LENA GAIL CASE

[Entity Name]

Lena Gail Case,
Owner

By: _____
[Name, Title]

By: _____
[Name, Title]

State of _____)
County of _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by _____ and _____ as
_____ of _____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
_____, President

State of _____)
County of _____) ss

Chair

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, President of the Board of County Commissioners of El Paso County, Colorado, and as attested to by _____, County Clerk and Recorder.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____



212 N Wahsatch Ave, Ste 305
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

EXHIBIT A
DRAINAGE EASEMENT
LOT 2 LATIGO BUSINESS & RESEARCH CENTER FILING NO. 1

A PARCEL OF LAND IN THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 1, T13S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF LOT 2 "LATIGO BUSINESS & RESEARCH CENTER FILING NO. 1" AS RECORDED NOVEMBER 26, 1980 IN PLAT BOOK M-3 AT PAGE 25, UNDER RECEPTION NO. 724174

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING 21.33 FEET EASTERLY OF THE SOUTHEAST CORNER OF "LATIGO BUSINESS CENTER FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 205075726 IN THE EL PASO COUNTY RECORDS, AND THE POINT OF BEGINNING
THENCE N27°52'07"E A DISTANCE OF 78.02 FEET;
THENCE S62°07'53"E A DISTANCE OF 30.00 FEET;
THENCE S27°52'07"W A DISTANCE OF 62.01 FEET TO THE SOUTH LINE OF AFORESAID LOT 2;
THENCE S89°47'20"W ALONG SAID SOUTH LINE 34.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 2,100.4 S.F. (0.048 ACRES MORE OR LESS).

THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 1 T13S, R65W AND IS ASSUMED TO BEAR N89°47'20"E. 2.5" ALUMINUM CAPS IN RANGE BOX COLO. PLS NO. 17664 WERE FOUND AT THE ENDS OF SAID LINE.

PREPARED BY

A handwritten signature in blue ink, reading 'Vernon P. Taylor', is written over a horizontal line.

VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

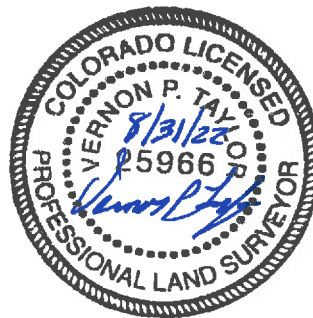
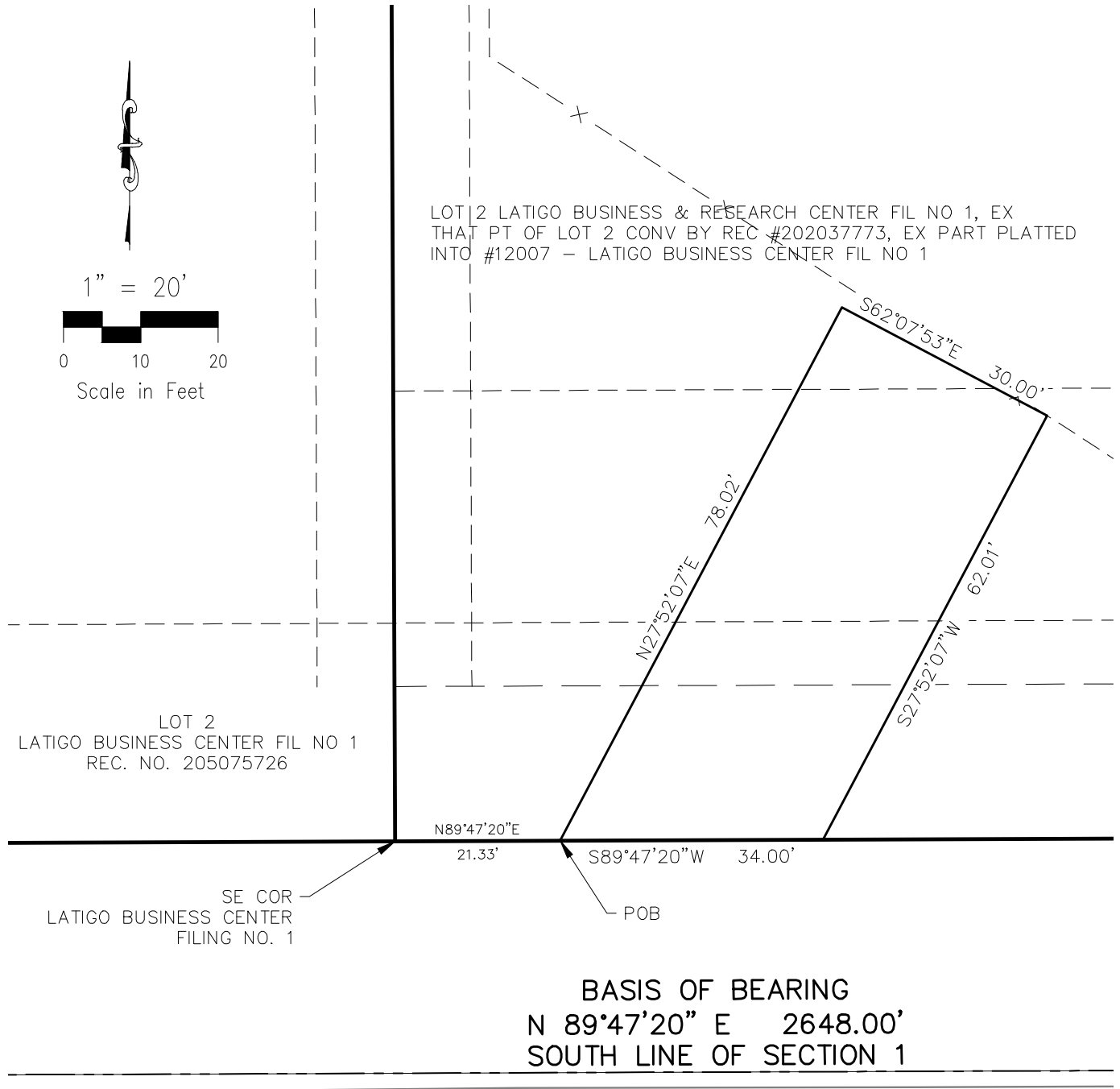


EXHIBIT B LEGAL DESCRIPTION SKETCH



LEGAL DESCRIPTION SKETCH ONLY

THIS SKETCH IS INTENDED FOR CLARIFICATION OF THE ATTACHED LEGAL DESCRIPTION ONLY. IT IS NOT A LAND SURVEY NOR IMPROVEMENT LOCATION SURVEY.

EXHIBIT B
LEGAL DESCRIPTION SKETCH
JOB NO. 70-098
DATE PREPARED: 08/31/2022



SHEET 2 OF 2