NON-EXCLUSIVE PERMANENT EASEMENT
PE-5

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 20____, between **MONUMENT ACADEMY BUILDING CORPORATION, a Colorado Nonprofit Corporation**, whose mailing address is 1890 Willow Park Way, Monument, Colorado 80132, (hereinafter "Grantor"), for and in consideration of the sum of FIFTY FOUR THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS and NO CENTS ($54,257.00), 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, Colorado 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:

See attached Exhibit A, Land Description
Exhibit B, Sketch

The Easement is for the following purposes: access for the construction, placement, maintenance, repair, replacement, and operation of, and ingress and egress to, public improvements located within public right of way adjacent to the Easement, including but not limited to retaining walls, guardrail, drainage, and roadway slopes ("Public Improvements"). Ingress and egress by the Grantee shall be coordinated with the Grantor at least one week prior to entry, except that in the case of an emergency response by the Grantee advance notice is not required.

To the extent that private improvements, now in existence or constructed in the future ("Private Improvements"), do not interfere with Grantee's use of the Easement and are permitted in writing by Grantee, Grantor may construct, place, maintain, repair, replace, and operate Private Improvements, including but not limited to: retaining walls, sidewalk, curb and gutter, roadway, drainage, signs, lighting, private utilities, slopes, and vegetation within the Easement. Maintenance of Private Improvements shall be at the Grantor's sole cost and expense.

Grantor shall not exercise any of its retained rights to use the Easement in a manner which is or may be detrimental to the Public Improvements, which shall interfere with the flow of drainage, or which would unreasonably interfere with the Grantee's use of the Easement. Grantor shall coordinate with and secure written concurrence from the Grantee regarding any and all future actions by Grantor within the Easement that may affect the integrity of Public Improvements or modify Grantee's rights and uses within the Easement. Upon completion of activities that cause ground disturbance by the Grantor within the Easement, Grantor shall stabilize the disturbed areas with a gravel, asphalt, or concrete surface or apply seed and mulch or soil retention blanket as appropriate and as applicable. No trees or shrubs that could impair the structural integrity of the Public Improvements shall be planted or allowed to grow in the Easement and may be removed by the Grantee, at Grantee's sole discretion without recompense to Grantor. Damages of any kind to Public Improvements caused by Grantor's negligence within the Easement shall be repaired to Grantee's standards at Grantor's sole cost and expense.

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Grantee shall not place or construct improvements in the Easement that would unreasonably interfere with the Grantor's use of the Easement and permitted Private Improvements. Upon completion of activities within the Easement that cause ground disturbance by Grantee, Grantee shall stabilize the disturbed areas with a gravel, asphalt, or concrete surface or apply seed and mulch or soil retention blanket as appropriate and as applicable.

Grantee shall not exercise any of the rights granted under this Agreement in a manner which damages the permitted Private Improvements or adversely affects associated slopes existing within the Easement, or which shall interfere with the flow of drainage. If permitted Private Improvements are damaged as a result of Grantee's exercise of its rights within the Easement, such damage shall be promptly repaired by Grantee, at Grantee's sole cost and expense.

Grantor hereby covenants with Grantee that it has good title to the aforedescribed premises, that it has good and lawful right to grant this Easement, that it will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever, claiming by through or under Grantor, subject to all matters of record.

The Easement shall be binding upon Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Non-Exclusive Permanent Easement.

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Signature Page Follows

Project: Highway 105 – NB I25 Ramp to Lake Woodmoor Drive

NON-EXCLUSIVE PERMANENT EASEMENT
PE-5

GRANTOR: Monument Academy Building Corporation, a Colorado Nonprofit Corporation

By: _____

Name: _____ Title: _____

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ as _____ of Monument Academy Building Corporation, a Colorado Nonprofit Corporation.

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: _____
Stan VanderWerf, Chair

State of COLORADO)
) ss
County of EL PASO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Stan VanderWerf as Chair of the Board of County Commissioners of El Paso County, Colorado.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

Reference: BoCC resolution #_____

EXHIBIT "A"

PERMANENT EASEMENT NUMBER: PE-5
PROJECT NUMBER: STA 105A-014
EL PASO COUNTY PROJECT NUMBER: 10-076
SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: MARCH 15, 2022

DESCRIPTION

A permanent easement, No. PE-5 of Project Number STA 105A-014, and El Paso County Project Number 10-076, containing 0.372 acres, more or less, being a portion of Tract A, Knollwood Village Filing No 2, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 207132550, situated in Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said permanent easement being more particularly described as follows:

Commencing at the SW corner of said Section 13, (a 2 ½" Aluminum Cap – stamped "PLS 28658") thence bearing N 6°54'45" E, a distance of 2,740.09, feet to a point on the west line of Tract A, Knollwood Village Filing No. 2, said point also being the TRUE POINT OF BEGINNING;

1. Thence along the west line of said Tract A, Knollwood Village Filing No. 2, S 0°30'55" W, a distance of 19.00 feet;

2. Thence S 89°29'05" E, a distance of 846.14 feet, to a point on the east line of said Tract A;

3. Thence along said east line, N 2°28'56" W, a distance of 29.43 feet;

4. Thence N 89°34'33" W, a distance of 12.19 feet;

5. Thence S 0°25'27" W, a distance of 10.37 feet;

6. Thence N 89°29'05" W, a distance of 832.43 feet, more or less, to the TRUE POINT OF BEGINNING.

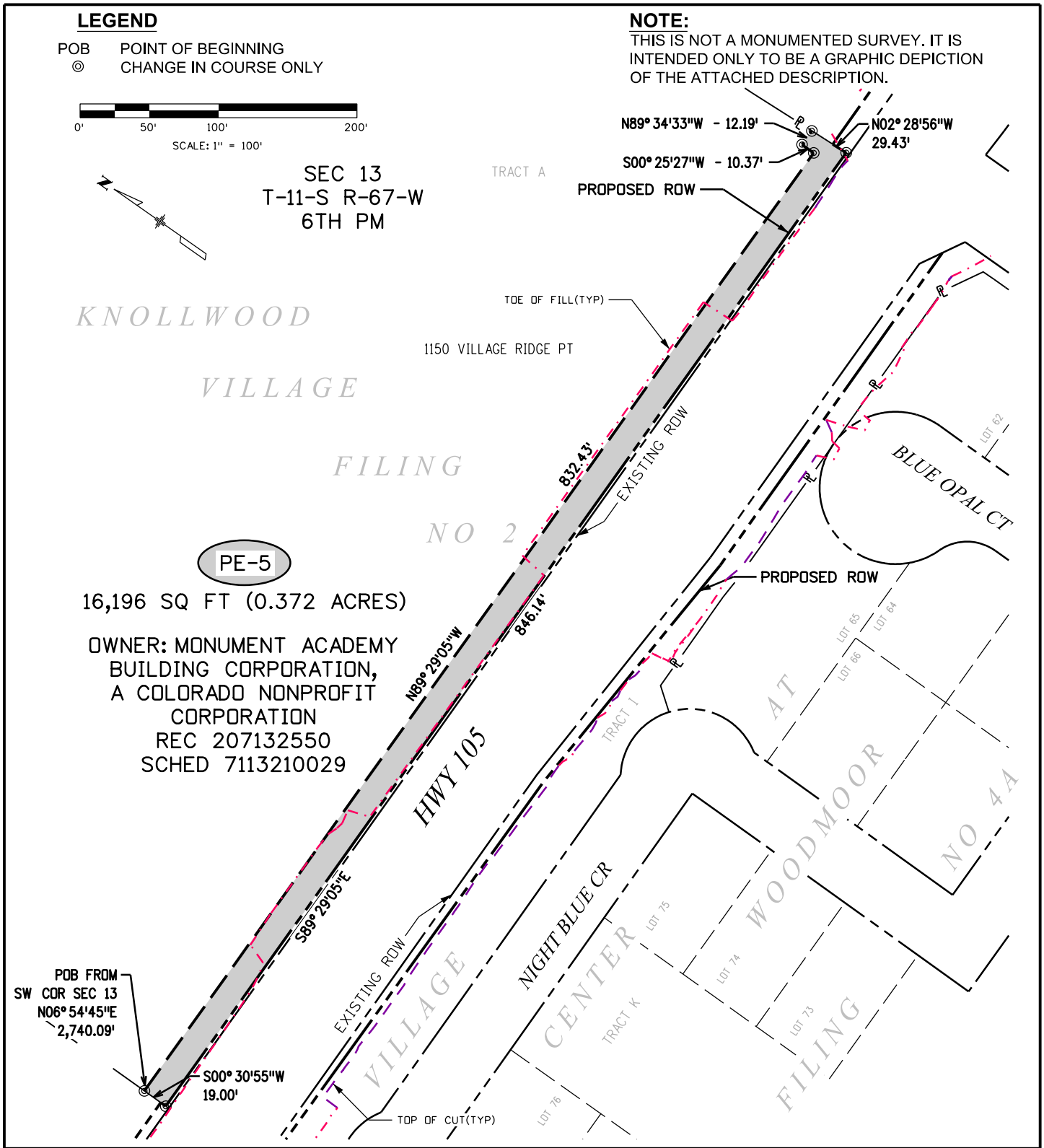
The above described permanent easement contains 16,196 square feet, (0.372 acres).

The purpose of the above described permanent easement is construction and maintenance of roadway improvements.

Basis of Bearings; All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The bearing of the line between the SW corner of Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, (a 2 ½" Aluminum Cap – stamped "PLS 28658") and the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") is N 26°23'35" E.

For and on Behalf of
El Paso County, Colorado
Lorelei A. Ward, PLS 34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. - Suite 190
Colorado Springs, CO 80919

REVISED 2022



Farnsworth GROUP
5775 MARK DABLING BLVD - STE 190
COLORADO SPRINGS, CO 80919
(719)590-9194 / www.f-w.COM

EL PASO COUNTY COLORADO

PPRTA PIKES PEAK RURAL TRANSPORTATION AUTHORITY — CITY OF COLORADO SPRINGS PROJECTS

HIGHWAY 105 - NB I-25 RAMP TO LAKE WOODMOOR DR
EXHIBIT "B"
PERMANENT EASEMENT NUMBER PE-5

MONUMENT ACADEMY BUILDING CORPORATION, A COLORADO NONPROFIT CORPORATION

Project No/Code:	STA 105A-014/19734
Date:	03/18/2022
Sheet No:	1 of 1

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