ROADWAY EASEMENT
Lot 50
The Park at Kissing Camels Estates Filing No. 2

THIS ROADWAY EASEMENT (hereinafter called the "Easement"), dated for identification purposes only this 17th day of JUN, 2013 is made by and between Linda M. Christopherson (hereinafter called "Grantor") and The Park at Kissing Camels Estates Homeowners Association, a Colorado nonprofit corporation, whose mailing address is 1710 E. Pikes Peak Avenue, #200, Colorado Springs, Colorado 80909 (hereinafter called "Grantee").

RECITALS:

A. Grantor is the owner of certain real property, legally described as Lot 50, The Park at Kissing Camels Estates, Filing No. 2, City of Colorado Springs, County of El Paso, State of Colorado.

B. Grantee is the homeowners association representing the owners of certain real property, legally described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter called the "Grantee Property").

C. Subject to the provisions hereof, Grantor desires to grant a perpetual, non-exclusive roadway easement to Grantee over, under and through Grantor’s Property as legally described and shown on Exhibit "B" attached hereto and incorporated herein by this reference, for the benefit of Grantee and related parties for the purposes described herein (hereinafter called the “Easement”).

COVENANTS AND EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including without limitation, the mutual covenants and agreements contained herein, Grantor and Grantee do covenant and agree as follows:

1. Easement Deemed Created Over, Across and Under Grantor Property. Subject to the terms and provisions hereof, Grantor hereby grants, devises and conveys to Grantee a perpetual, non-exclusive easement, to be appurtenant to the Grantee Property, across, over and under the Grantor Property for the purpose of installing, repairing, replacing and maintaining a roadway, utilities and related improvements, whether to the Grantee Property or in common with other properties.

2. Use and Maintenance.
   a. Use. The Easement shall be for the common benefit of the parties hereto, their heirs, successors, assigns, tenants, invitees, contractors and any other users authorized by Grantee, whether related to the Grantor Property and the Grantee Property, to be used for non-exclusive access, ingress and egress and utility lines, so long as any such utility lines, once installed, do not unreasonably interfere with the use of the roadway within the Easement.
b. **Construction and Maintenance.** Grantee shall be entitled to construct, reconstruct, maintain, and improve the roadway located in the Easement and any utilities now or hereafter located in the Easement. Any such activities as to the roadway may be undertaken by the Kissing Camels Property Owners Association, Inc., a Colorado Nonprofit Corporation, under separate agreement with Grantee. Maintenance and repair of the roadway may include, without limitation, snow removal, paving and repaving, sealing and other customary roadway work. Maintenance and repair of the utilities may include, without limitation, pipes, wires, valves, cable, fiber optic, water, sewer, natural gas and electric lines, and other customary utility work. Grantee may obtain property insurance for the Easement including roadway and utility improvements; both Grantee and Grantor shall obtain and maintain liability insurance for any claims related to the Easement.

3. **Running of Benefits and Burdens.** The Easement granted herein shall be appurtenant to the Grantor Property and to the Grantee Property and shall pass automatically without further reference in any deed, encumbrance, or other instrument affecting an owner's title. All provisions of this Easement, including all benefits and burdens, shall run with the land, both the Grantor Property and with the Grantee Property, and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, assigns, tenants, invitees, contractors and any other users authorized by Grantee.

4. **Interpretation.** The rule of strict construction does not apply to this instrument. This instrument shall be given a reasonable construction in light of the intention of the parties to confer usable easements for access, ingress and egress, as well as utilities.

5. **Obstructions.** No party hereto shall obstruct, impair or interfere with the other party in the reasonable use of the Easement as granted and reserved hereunder.

6. **No Dedication.** This Easement is intended for the mutual benefit of the parties hereto and their properties, and nothing contained in this Easement will be deemed to constitute a gift, grant or dedication of any portion of Easement to the general public or for any public purpose whatsoever; it is the intention of the parties that the Easement will be limited to the use of the parties, their heirs, successors, and assigns, and is not intended to confer any rights, interests, or benefits any other person or parties. In the event that the whole, or any part, of the Easement is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, the parties hereto will equitably share in any award, compensation or other payment made by reason of the taking of a portion of the Easement.

7. **No Termination.** No breach of this Easement will entitle the parties to terminate the Easement or any rights granted herein. The foregoing limitation will not affect, in any manner, any other right or remedy which may be available hereunder by reason of any breach of this Easement.
IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year set forth below.

Grantor:

Linda M. Christopherson

STATE OF Colorado ss.
COUNTY OF El Paso

The foregoing instrument was acknowledged before me this 17th day of June 2013, by Linda M. Christopherson.

Witness my hand and official seal.

My commission expires: 06/09/2015

RACHEL L. CRUZ-RODGERS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/09/2015

Grantee:

By:

President, The Park at Kissing Camels Estates

STATE OF COLORADO ss.
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 21st day of June, 2013, by Philip S. Neal, President, The Park at Kissing Camels Estates.

Witness my hand and official seal.

My commission expires: 5-1-17

JANE M. R. MCCINTOCK
NOTARY PUBLIC
STATE OF COLORADO
THE PARK AT KISSING CAMELS, Filing No. 2, according to the plat thereof recorded in Plat Book V3, at Page 156, El Paso County, Colorado, together with all replats or plats related thereto, if any.
Exhibit "B" to Roadway Easement

LEGAL DESCRIPTION:

A PORTION OF LOT 50,

THE PARK AT KISSING CAMELS ESTATES FILING NO. 2

1580 SMOOCHERS CIRCLE

Camel Drivers Lane

AN EASEMENT OVER, UNDER AND ACROSS A PORTION OF LOT 50, THE PARK AT KISSING CAMELS ESTATES FILING NO. 2 AS RECORDED IN PLAT BOOK V-3 AT PAGE 156, UNDER RECEPTION NUMBER 1113120 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, CLERK AND RECORDER AND LOCATED IN THE EAST ONE-HALF OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 50; THENCE S 28° 00' 00" W ALONG THE EASTERLY BOUNDARY OF SAID LOT 50 (AN ASSUMED BEARING OF RECORD TO WHICH ALL OTHERS HEREIN ARE RELATIVE), A DISTANCE OF 44.70 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUING S 28° 00' 00" W ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 24.11 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 256.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 27' 16" (THE LONG CHORD OF WHICH BEARS N 61° 51' 56" W, A LONG CHORD DISTANCE OF 46.65 FEET), AN ARC LENGTH OF 46.71 FEET; THENCE N 56° 38' 18" W, A DISTANCE OF 31.49 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 50; THENCE N 28° 00' 00" E ALONG SAID LINE, A DISTANCE OF 24.11 FEET; THENCE S 56° 38' 18" E, A DISTANCE OF 33.74 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 232.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 58' 51" (THE LONG CHORD OF WHICH BEARS S 62° 07' 44" E, A LONG CHORD DISTANCE OF 44.40 FEET), AN ARC LENGTH OF 44.46 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

CHRISTOPHER THOMPSON
COLORADO P.L.S. NO. 19625
FOR AND ON BEHALF OF
ROCKY MOUNTAIN LAND SERVICES
1623 SOUTH TEJON STREET
COLORADO SPRINGS, COLORADO 80905
719.630.0559
EXHIBIT FOR LEGAL DESCRIPTION

A PORTION OF LOT 50, THE PARK AT KISSING CAMELS ESTATES FIL. NO. 2
COLORADO SPRINGS, EL PASO COUNTY, COLORADO

JOB NO.: 34032
MAY 13, 2013

SMOOCHEE'S CIRCLE
(24' PRIVATE RIGHT OF WAY)
ROADWAY EASEMENT
Lot 51
The Park at Kissing Camels Estates Filing No. 2

THIS ROADWAY EASEMENT (hereinafter called the "Easement"), dated for identification purposes only this 19th day of June 2013 is made by and between Ann R. Moore (hereinafter called “Grantor”) and The Park at Kissing Camels Estates Homeowners Association, a Colorado nonprofit corporation, whose mailing address is 1710 E. Pikes Peak Avenue, #200, Colorado Springs, Colorado 80909 (hereinafter called “Grantee”).

RECATALS:

A. Grantor is the owner of certain real property, legally described as Lot 51, The Park at Kissing Camels Estates, Filing No. 2, City of Colorado Springs, County of El Paso, State of Colorado.

B. Grantee is the homeowners association representing the owners of certain real property, legally described on Exhibit “A”, attached hereto and incorporated herein by this reference (hereinafter called the “Grantee Property”).

C. Subject to the provisions hereof, Grantor desires to grant a perpetual, non-exclusive roadway easement to Grantee over, under and through Grantor’s Property as legally described and shown on Exhibit “B” attached hereto and incorporated herein by this reference, for the benefit of Grantee and related parties for the purposes described herein (hereinafter called the “Easement”).

COVENANTS AND EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including without limitation, the mutual covenants and agreements contained herein, Grantor and Grantee do covenant and agree as follows:

1. **Easement Deemed Created Over, Across and Under Grantor Property.** Subject to the terms and provisions hereof, Grantor hereby grants, devises and conveys to Grantee a perpetual, non-exclusive easement, to be appurtenant to the Grantee Property, across, over and under the Grantor Property for the purpose of installing, repairing, replacing and maintaining a roadway, utilities and related improvements, whether to the Grantee Property or in common with other properties.

2. **Use and Maintenance.**
   
   a. **Use.** The Easement shall be for the common benefit of the parties hereto, their heirs, successors, assigns, tenants, invitees, contractors and any other users authorized by Grantee, whether related to the Grantor Property and the Grantee Property, to be used for non-exclusive access, ingress and egress and utility lines, so long as any such utility lines, once installed, do not unreasonably interfere with the use of the roadway within the Easement.
b. **Construction and Maintenance.** Grantee shall be entitled to construct, reconstruct, maintain, and improve the roadway located in the Easement and any utilities now or thereafter located in the Easement. Any such activities as to the roadway may be undertaken by the Kissing Camels Property Owners Association, Inc., a Colorado Nonprofit Corporation, under separate agreement with Grantee. Maintenance and repair of the roadway may include, without limitation, snow removal, paving and repaving, sealing and other customary roadway work. Maintenance and repair of the utilities may include, without limitation, pipes, wires, valves, cable, fiber optic, water, sewer, natural gas and electric lines, and other customary utility work. Grantee may obtain property insurance for the Easement including roadway and utility improvements; both Grantee and Grantor shall obtain and maintain liability insurance for any claims related to the Easement.

3. **Running of Benefits and Burdens.** The Easement granted herein shall be appurtenant to the Grantor Property and to the Grantee Property and shall pass automatically without further reference in any deed, encumbrance, or other instrument affecting an owner's title. All provisions of this Easement, including all benefits and burdens, shall run with the land, both the Grantor Property and with the Grantee Property, and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, assigns, tenants, invitees, contractors and any other users authorized by Grantee.

4. **Interpretation.** The rule of strict construction does not apply to this instrument. This instrument shall be given a reasonable construction in light of the intention of the parties to confer usable easements for access, ingress and egress, as well as utilities.

5. **Obstructions.** No party hereto shall obstruct, impair or interfere with the other party in the reasonable use of the Easement as granted and reserved hereunder.

6. **No Dedication.** This Easement is intended for the mutual benefit of the parties hereto and their properties, and nothing contained in this Easement will be deemed to constitute a gift, grant or dedication of any portion of Easement to the general public or for any public purpose whatsoever; it is the intention of the parties that the Easement will be limited to the use of the parties, their heirs, successors, and assigns, and is not intended to confer any rights, interests, or benefits any other person or parties. In the event that the whole, or any part, of the Easement is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, the parties hereto will equitably share in any award, compensation or other payment made by reason of the taking of a portion of the Easement.

7. **No Termination.** No breach of this Easement will entitle the parties to terminate the Easement or any rights granted herein. The foregoing limitation will not affect, in any manner, any other right or remedy which may be available hereunder by reason of any breach of this Easement.
IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year set forth below.

Grantor:

Ann R. Moore

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

The foregoing instrument was acknowledged before me this 14th day of June, 2013, by Ann R. Moore.

Witness my hand and official seal.

My commission expires: 1/29/17

Notary Public

Grantee:

By: Philip S. Neal
President, The Park at Kissing Camels Estates

STATE OF COLORADO ) ss.
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 21st day of June, 2013, by Philip S. Neal, President, The Park at Kissing Camels Estates.

Witness my hand and official seal.

My commission expires: 5-1-17

Notary Public
Exhibit “A”

to

Roadway Easement

THE PARK AT KISSING CAMELS, Filing No. 2, according to the plat thereof recorded in Plat Book V3, at Page 156, El Paso County, Colorado, together with all replats or plats related thereto, if any.
AN EASEMENT OVER, UNDER AND ACROSS A PORTION OF LOT 51, THE PARK AT KISSING CAMELS ESTATES FILING NO. 2 AS ASSESSED IN PLAT BOOK V-3 AT PAGE 156, UNDER RECESSION NUMBER 1113120 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, CLERK AND RECORDER AND LOCATED IN THE EAST ONE-HALF OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWASTERLY CORNER OF SAID LOT 51; THENCE S 28° 00' 00" W ALONG THE WESTERLY BOUNDARY OF SAID LOT 51 (AN ASSUMED BEARING OF RECORD TO WHICH ALL OTHERS HEREIN ARE RELATIVE), A DISTANCE OF 44.70 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREFORTH DESCRIBED;

THENCE CONTINUING S 28° 00' 00" W ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 24.11 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 256.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 19' 58" (THE LONG CHORD OF WHICH BEARS S 69° 45' 27" E, A LONG CHORD DISTANCE OF 23.82 FEET), AN ARC LENGTH OF 23.83 FEET; THENCE S 72° 25' 26" E, A DISTANCE OF 41.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 105.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 42' 22" E,(THE LONG CHORD OF WHICH BEARS S 68° 34' 15" E, A LONG CHORD DISTANCE OF 14.11 FEET), AN ARC LENGTH OF 14.12 FEET TO A POINT ON THE EASTERN BOUNDARY OF SAID LOT 51;

THENCE N 28° 00' 00" E ALONG SAID LINE, A DISTANCE OF 24.02 FEET;
THENCE NORTHWASTERLY ALONG THE ARC OF A 129.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 12' 43" (THE LONG CHORD OF WHICH BEARS N 68° 19' 04" W, A LONG CHORD DISTANCE OF 18.47 FEET), AN ARC LENGTH OF 18.49 FEET; THENCE N 72° 25' 26" W, A DISTANCE OF 41.06 FEET; THENCE NORTHWASTERLY ALONG THE ARC OF A 232.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04° 48' 16" (THE LONG CHORD OF WHICH BEARS N 70° 01' 18" W, A LONG CHORD DISTANCE OF 19.43 FEET), AN ARC LENGTH OF 19.45 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

CHRISTOPHER THOMPSON
COLORADO P.L.S. NO. 19625
FOR AND ON BEHALF OF
ROCKY MOUNTAIN LAND SERVICES
1623 SOUTH TEJON STREET
COLORADO SPRINGS, COLORADO 80905
EXHIBIT FOR LEGAL DESCRIPTION

A PORTION OF LOT 51, THE PARK AT KISSING CAMELS ESTATES FIL. NO. 2
COLORADO SPRINGS, EL PASO COUNTY, COLORADO

L=19.45'
R=232.00'
CA=4'48"16"
ChB=N 70°01'18" W

L=18.49'
R=129.00'
CA=8'12"43"
ChB=N 68°19'04" W

L=23.83'
R=256.00'
CA=5'19"58"
ChB=S 69°45'27" E

L=14.12'
R=105.00'
CA=7'42"22"
ChB=N 68°34'15" W

SMOOCHER’S CIRCLE
(24′ PRIVATE RIGHT OF WAY)

JOB NO.: 34032
MAY 13, 2013

ROCKY MOUNTAIN LAND SERVICES
1623 SOUTH ISON STREET
COLORADO SPRINGS, COLORADO
719-430-0569
ROADWAY EASEMENT
Lot 52
The Park at Kissing Camels Estates Filing No. 2

THIS ROADWAY EASEMENT (hereinafter called the "Easement"), dated for identification purposes only this 13th day of June, 2013 is made by and between Thomas G. Jeter and Maureen C. Jeter (hereinafter called "Grantor") and The Park at Kissing Camels Estates Homeowners Association, a Colorado nonprofit corporation, whose mailing address is 1710 E. Pikes Peak Avenue, #200, Colorado Springs, Colorado 80909 (hereinafter called "Grantee").

RECATALS:

A. Grantor is the owner of certain real property, legally described as Lot 52, The Park at Kissing Camels Estates, Filing No. 2, City of Colorado Springs, County of El Paso, State of Colorado.

B. Grantee is the homeowners association representing the owners of certain real property, legally described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter called the "Grantee Property").

C. Subject to the provisions hereof, Grantor desires to grant a perpetual, non-exclusive roadway easement to Grantee over, under and through Grantor’s Property as legally described and shown on Exhibit "B" attached hereto and incorporated herein by this reference, for the benefit of Grantee and related parties for the purposes described herein (hereinafter called the "Easement").

COVENANTS AND EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including without limitation, the mutual covenants and agreements contained herein, Grantor and Grantee do covenant and agree as follows:

1. Easement Deemed Created Over, Across and Under Grantor Property. Subject to the terms and provisions hereof, Grantor hereby grants, devises and conveys to Grantee a perpetual, non-exclusive easement, to be appurtenant to the Grantee Property, across, over and under the Grantor Property for the purpose of installing, repairing, replacing and maintaining a roadway, utilities and related improvements, whether to the Grantee Property or in common with other properties.

2. Use and Maintenance.
   a. Use. The Easement shall be for the common benefit of the parties hereto, their heirs, successors, assigns, tenants, invitees, contractors and any other users authorized by Grantee, whether related to the Grantor Property and the Grantee Property, to be used for non-

G:\LEGAL\LR2\Park at Kissing Camels\Roads\Roadway Easement revised Lot 52.doc
6316.014 06.10.13 dg
exclusive access, ingress and egress and utility lines, so long as any such utility lines, once installed, do not unreasonably interfere with the use of the roadway within the Easement.

b. Construction and Maintenance. Grantee shall be entitled to construct, reconstruct, maintain, and improve the roadway located in the Easement and any utilities now or hereafter located in the Easement. Any such activities as to the roadway may be undertaken by the Kissing Camels Property Owners Association, Inc., a Colorado Nonprofit Corporation, under separate agreement with Grantee. Maintenance and repair of the roadway may include, without limitation, snow removal, paving and repaving, sealing and other customary roadway work. Maintenance and repair of the utilities may include, without limitation, pipes, wires, valves, cable, fiber optic, water, sewer, natural gas and electric lines, and other customary utility work. Grantee may obtain property insurance for the Easement including roadway and utility improvements; both Grantee and Grantor shall obtain and maintain liability insurance for any claims related to the Easement.

3. Running of Benefits and Burdens. The Easement granted herein shall be appurtenant to the Grantor Property and to the Grantee Property and shall pass automatically without further reference in any deed, encumbrance, or other instrument affecting an owner's title. All provisions of this Easement, including all benefits and burdens, shall run with the land, both the Grantor Property and with the Grantee Property, and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, assigns, tenants, invitees, contractors and any other users authorized by Grantee.

4. Interpretation. The rule of strict construction does not apply to this instrument. This instrument shall be given a reasonable construction in light of the intention of the parties to confer usable easements for access, ingress and egress, as well as utilities.

5. Obstructions. No party hereto shall obstruct, impair or interfere with the other party in the reasonable use of the Easement as granted and reserved hereunder.

6. No Dedication. This Easement is intended for the mutual benefit of the parties hereto and their properties, and nothing contained in this Easement will be deemed to constitute a gift, grant or dedication of any portion of Easement to the general public or for any public purpose whatsoever; it is the intention of the parties that the Easement will be limited to the use of the parties, their heirs, successors, and assigns, and is not intended to confer any rights, interests, or benefits any other person or parties. In the event that the whole, or any part, of the Easement is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, the parties hereto will equitably share in any award, compensation or other payment made by reason of the taking of a portion of the Easement.

7. No Termination. No breach of this Easement will entitle the parties to terminate the Easement or any rights granted herein. The foregoing limitation will not affect, in any manner, any other right or remedy which may be available hereunder by reason of any breach of this Easement.
IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year set forth below.

Grantor:

Thomas G. Jeter
Maureen C. Jeter

STATE OF Colorado ss.
COUNTY OF El Paso ss.

The foregoing instrument was acknowledged before me this 13th day of June, 2013, by Thomas G. Jeter and Maureen C. Jeter.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 11/19/2015

Mandy L. Martin
Notary Public

Grantee:

Philip S. Neal

By:
President, The Park at Kissing Camels Estates

STATE OF COLORADO ss.
COUNTY OF EL PASO ss.

The foregoing instrument was acknowledged before me this 13th day of June, 2013, by Philip S. Neal, President, The Park at Kissing Camels Estates.

Witness my hand and official seal.

My commission expires: 5-1-17

J:\LEGAL\L28\Park at Kissing Camels\Roads\Roadway Easement revised Lot 52.doc
6516.014 06.10.13 dg
Exhibit “A”
to
Roadway Easement

THE PARK AT KISSING CAMELS, Filing No. 2, according to the plat thereof recorded in Plat Book V3, at Page 156, El Paso County, Colorado, together with all replats or plats related thereto, if any.
Exhibit "B" to Roadway Easement

LEGAL DESCRIPTION:

A PORTION OF LOT 52,

THE PARK AT KISSING CAMELS ESTATES FILING NO. 2

1560 SMOOCHERS CIRCLE

CAMEL DRIVERS LANE

AN EASEMENT OVER, UNDER AND ACROSS A PORTION OF LOT 52, THE PARK AT KISSING CAMELS ESTATES FILING NO. 2 AS RECORDED IN PLAT BOOK V-3 AT PAGE 156, UNDER RECEPTION NUMBER 1113120 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, CLERK AND RECORDER AND LOCATED IN THE EAST ONE-HALF OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT 52; THENCE S 28° 00' 00" W ALONG THE WESTERLY BOUNDARY OF SAID LOT 52 (AN ASSUMED BEARING OF RECORD TO WHICH ALL OTHERS HEREIN ARE RELATIVE), A DISTANCE OF 45.13 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUING S 28° 00' 00" W ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 24.02 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 105.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37° 18' 20" (THE LONG CHORD OF WHICH BEARS S 46° 03' 54" E, A LONG CHORD DISTANCE OF 67.16 FEET), AN ARC LENGTH OF 68.37 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF A 198.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18° 33' 33" (THE LONG CHORD OF WHICH BEARS S 19° 12' 28" E, A LONG CHORD DISTANCE OF 55.49 FEET), AN ARC LENGTH OF 55.67 FEET TO A POINT ON THE NORTHERLY LINE OF SMOOCHERS CIRCLE AS DEPICTED ON SAID SUBDIVISION PLAT;

THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF A 112.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 18' 11" (THE LONG CHORD OF WHICH BEARS N 74° 19' 40" E, A LONG CHORD DISTANCE OF 20.11 FEET), AN ARC LENGTH OF 20.14 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 52; THENCE N 11° 30' 00" W ALONG SAID EASTERLY BOUNDARY;

THENCE NORTHWESTERLY ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 05' 58" (THE LONG CHORD OF WHICH BEARS N 24° 51' 45" W, A LONG CHORD DISTANCE OF 19.75 FEET), AN ARC LENGTH OF 19.76 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF A 129.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36° 47' 58" (THE LONG CHORD OF WHICH BEARS N 45° 48' 43" W, A LONG CHORD DISTANCE OF 81.44 FEET), AN ARC LENGTH OF 82.85 FEET TO THE POINT OF BEGINNING.
EXHIBIT FOR LEGAL DESCRIPTION
A PORTION OF LOT 52, THE PARK AT KISSING CAMELS ESTATES FIL. NO. 2
COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SMOOCHER'S CIRCLE
(PRIVATE RIGHT OF WAY)