

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of Three Dollars (\$ 3.00).

in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", do hereby grant, sell, and convey unto Grantee, its successors and assigns, a perpetual Right-of-Way and Easement for construction, maintenance and operation of gas lines, including necessary pipes, together with necessary fixtures and attachments, said Right-of-Way and Easement being described as follows, to wit:

A 12 foot gas easement, being 6 feet each side of the following described centerline and excepting that portion within public rights-of-way: Beginning at a point on the Northerly right-of-way line of Glenagle Drive, formerly Bonala Drive, said point being 5 feet North of the most Easterly corner of Tract P "Bonala Subdivision No. 2" as recorded in Plat Book W-2 at Page 42 of the Records of El Paso County, Colorado; thence N 83°57'39" W along a line that is parallel to and 5 feet North of a Northerly line of said Tract P a distance of 152.21 feet; thence N 28°48'18" W along a line that is parallel to and 5 feet West of an Easterly line of said Tract P a distance of 399.21 feet; thence S 66°23'34" W along a line parallel to and 15 feet South of a Northerly line of said Tract P a distance of 297.68 feet; thence N 36°42'46" W 147.72 feet; thence S 57°15'55" W 109.00 feet; thence S 57°13'55" W 65.30 feet; thence S 39°36'13" W 173.51 feet; thence S 45°15'13" W 148 feet more or less to a point on the existing Clubhouse foundation and the end of this centerline description.

together with the right, permission and authority to enter upon said Right-of-Way and Easement for the purposes of constructing, patrolling, repairing, maintaining, and replacing said gas line facilities and exercising the rights herein acquired. The further right, permission and authority is also granted to Grantee to enter in a reasonable manner upon the property of Grantors outside of said Right-of-Way and Easement to construct, operate, maintain and replace said gas facilities.

Grantee shall have the right from time to time to cut, trim, control or to eliminate by herbicides, and to remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this Right-of-Way and Easement and the operation, maintenance and repair of Grantee's gas system.

The Grantor covenants and agrees that no act will be permitted within said Right-of-Way and Easement which is inconsistent with the rights herein granted; that no buildings or structures will be erected or constructed upon said Right-of-Way and Easement; and that the present grade or ground level of said Right-of-Way and Easement will not be changed by excavation or filling by more than one foot without the written consent of the Grantee; to control and to the extent reasonably necessary, to prevent the construction or alteration within the limits of said Right-of-Way and Easement, of landfills, land excavations, water impoundments, and other land uses which might reduce the safety of or cause a hazard to the operation of the Grantee's facilities constructed within the Right-of-Way and Easement herein granted, or which might increase the cost of maintenance, operation, repair, removal, replacement or reconstruction of said Grantee's facilities.

9.00

Grantor reserves for Grantor and Grantor's successors, heirs, and assigns, across (but not longitudinally along) said Right-of-Way and Easement, rights for underground water pipelines, farm, grazing or pasture fences, and roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of the Grantee, the exercise of any of the rights herein granted to the Grantee.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right-of-Way and Easement for the purposes of construction, maintenance, replacement, and operations of said gas lines.

IN WITNESS WHEREOF, the undersigned have hereunto set my hand and seal, this 9th day of Sept, 1983, A.D.

ATTEST:

[Signature] (Seal)
_____ (Seal)

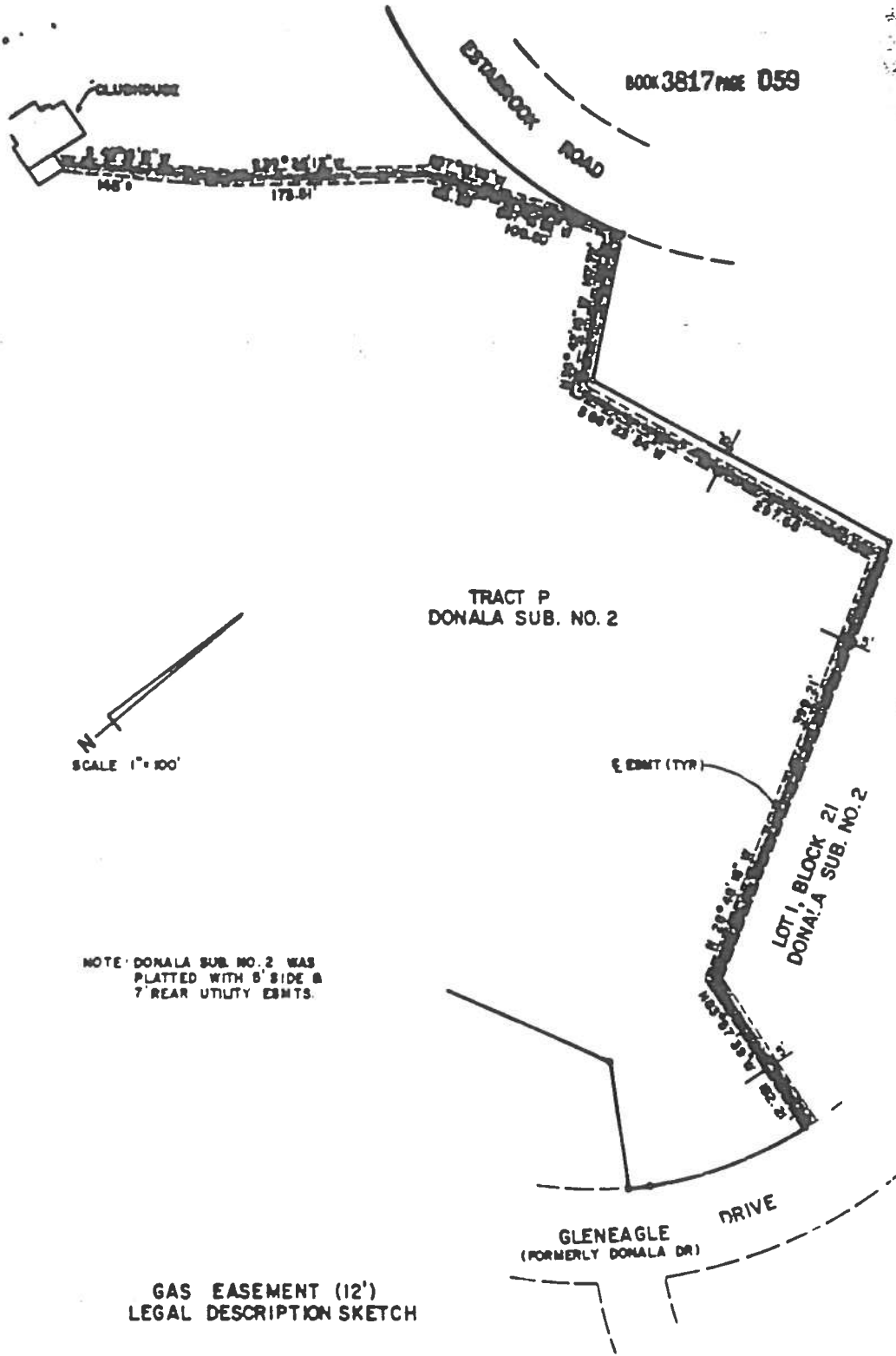
STATE OF COLORADO)
) SS
COUNTY OF EL PASO) _____ (Seal)
) _____ (Seal)

The foregoing instrument was acknowledged before me this 9th day of September, 1983, by John H. Elvins and
Jane Elvins



[Signature]
Notary Public

122203



NOTE: DONALA SUB. NO. 2 WAS
 PLATTED WITH 6' SIDE &
 7' REAR UTILITY EMTS.

GAS EASEMENT (12')
LEGAL DESCRIPTION SKETCH

LEIGH WHITEHEAD & ASSOCIATES
 Consulting Engineers & Surveyors
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