

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 2026, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter "**Grantor**"), and **KEVIN O'NEIL**, whose address is P.O. Box 1385, Colorado Springs, Colorado 80901 (hereinafter "**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS AND NO CENTS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does hereby remise, release, sell and quitclaim unto Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following described real property, together with improvements, if any, situate, lying and being in the County of Douglas, and State of Colorado to-wit:

PURSUANT TO THAT CERTAIN EASEMENT DATED JUNE 15, 1962 AND RECORDED ON JUNE 18, 1962 AT BOOK 170, PAGE 229, PERTAINING TO SITE FP-E7 IN THE FRANKTOWN-PARKER TRIBUTARIES OF CHERRY CREEK WATERSHEAD, ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE (the "Property")

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF COLORADO**

Attest:

By: _____
GEORGE TEAL, Chair

By: _____
Hayley Hall,
Deputy Clerk to the Board

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by George Teal as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

S E A L

Witness my hand and official seal

Notary Public

My commission expires: _____

EXHIBIT A

RECORDED AT 8:00 O'CLOCK A.M. JUN 18 1962
RECEPTION NO. 114895 O.B. Prescott
RECORDER

BOOK 144 PAGE 115

EASEMENT

THIS INDENTURE, made this 15th. day of June, 1962,
by William R., Jr. and Gladys L. Ipson, husband and wife, hereinafter re-
ferred to as the Landowner(s); and the Douglas County Soil Conservation Dist-
rict and Douglas County, State of Colorado, hereinafter referred
to as the Local Organizations,

WITNESSETH THAT:

WHEREAS, the Secretary of Agriculture, United States Department of Agriculture,
is authorized by the Watershed Protection and Flood Prevention Act (PL 566 as
amended) to carry out a program of assistance to local organizations in plann-
ing and installing works of improvement for flood prevention or the conservat-
ion, development, utilization and disposal of water, and

WHEREAS, the Local Organizations are cooperating in said program for the purpose
of installing a project in the Cherry Creek watershed, State of Colorado, in
connection with which it desires to secure certain rights, in, over and upon
the hereinafter described land of the Landowner,

THEREFORE, for and in consideration of One Dollar (\$1.00) and the benefits
accruing to the Landowner from the installation of said project, and other
good and valuable considerations, the receipt whereof is hereby acknowledged,
the Landowner does hereby grant, bargain, sell, convey and release unto the
Local Organizations an easement in, over and upon the following described land
situated in the County of Douglas, State of Colorado, to-wit:
For and in connection with the construction, operation, maintenance and insp-
ection of a floodwater retarding structure, designated by the Sponsors as Site
Number FP-E7 in the plans for the Franktown-Parker Tributaries of Cherry
Creek Watershed, to be located on the lands described below; also for the flow-
age of any waters in, over, upon or through such structure; and for the storage,
retention and retardation of waters which may be impounded by such structure,
upon, over and across all or portions of those said tracts of land described as:
SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 10 South, Range 65 West of the Sixth
Principal Meridian; also: S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31,
Township 10 South, Range 65 West of the Sixth Principal Meridian.

1. The Local Organizations shall be responsible for operating, maintaining,
and keeping in good repair the works of improvement herein described.
2. The Landowner reserves the right to use said land or any part thereof at
any time and for any purpose, provided such use does not interfere with
the full enjoyment by the Local Organizations of the easement herein con-
veyed.

3. This easement shall include the right of egress and ingress at any time over and upon said land and any adjoining land owned by the Landowner(s).
4. The easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons.
5. In the event the works of improvement herein described are not installed on said land within Sixty months from the date hereof, the rights, privileges, and authority granted hereunder to the Local Organizations shall be terminated.
6. Special Provisions:
 - a - All fences to be removed or constructed as part of the project work shall be removed or built in locations mutually agreeable to the sponsoring Local Organizations and the Landowners.
 - b - The sponsoring Local Organizations shall seed to a suitable grass or grass and legume cover, all areas covered by this easement that are denuded by reason of the construction work.
 - c - The service road used for ingress and egress of heavy equipment during the construction period shall be located as mutually agreed upon by the sponsoring Local Organizations and the Landowners.

* @ - (Continued at bottom of page)

IN WITNESS WHEREOF, the Landowner has executed this instrument on the day and year first above written.

William R. Ipson Jr
Gladys L. Ipson

State of Colorado
 County of Douglas

ss

The foregoing instrument was acknowledged before me this 15th day of June, 1962.

by William R. and Gladys L. Ipson, husband and wife

Witness my hand and official seal.

~~My commission expires~~

(SEAL)

C. A. Prescott
 Notary Public C. A. Prescott, County Clerk

Special Provisions (continued) d - There shall be no construction work or borrowing of earth within the boundaries of the sub-irrigated meadow land above the dam site. The main borrow areas shall be located as mutually agreed upon by the sponsoring Local Organizations and the Landowners.