

EASEMENT VACATION

This Easement Vacation is entered into this _____ day of _____ of 20__ by and between: _____ with _____ an _____ address _____ of

_____ hereinafter referred to as Owner and the **Cherokee Metropolitan District**, 6250 Palmer Park Boulevard, Colorado Springs, CO 80915, (the "District").

RECITALS

WHEREAS, the District desires to vacate an easement, its appurtenances and related improvements ("Easement"); and

WHEREAS, upon vacation of the Easement by the District, the District shall have no further rights in the Easement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Vacation of Easement. The District does hereby vacate and release that certain Easement reserved to the District in that certain document recorded in Book _____ at Page _____ of the real estate records of the Clerk and Recorder of El Paso County, Colorado, said easement having encumbered that real property described and identified in **Exhibit A** which is attached hereto and incorporated herein. From and after the date hereof, said easement shall be vacated, released, remised, and of no force and effect whatsoever.

2. Existing Infrastructure. The existing Improvements within the Easement including, but not limited to, the utility infrastructure of existing piping, manholes and appurtenances in the Easement will become the property and responsibility of the Owner. The District will no longer bear any obligation or responsibility regarding the Improvements, including but not limited to, any removal of the Improvements and associated costs.

3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement Vacation and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.

4. Recording. This Agreement shall be recorded in the official records of the El Paso County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Vacation by their respective duly authorized officers as of the date and year first above set forth.

EXHIBIT A

To

Easement Vacation

Owner's Property

That parcel of land described in that instrument recorded under Reception Number _____ of the records of El Paso County, Colorado.