

**PRIVATE DETENTION BASIN /  
STORMWATER QUALITY BEST MANAGEMENT PRACTICE  
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and SR LAND, LLC (Developer) and Rhetoric, LLC and STERLING RANCH METROPOLITAN DISTRICT (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

A. WHEREAS, the District provides various municipal services to certain real property in El Paso County, Colorado referred to as Sterling Ranch; and

B. WHEREAS, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as STERLING RANCH FILING NO. 2; and

D. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices ("BMPs") for the subdivision; and

E. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer's promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

F. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County's Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County's rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and

G. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

H. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

I. WHEREAS, Developer desires to construct for the subdivision Two (2) detention basin/stormwater quality BMP(s) and associated/appurtenant storm drainage infrastructure ("detention basin/BMP(s)") as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County's MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on Tract D, Highland Park Filing No. 2 (Pond W-4) and the Offsite Easement Area legally described and depicted in Exhibit B attached hereto (Pond W-5); and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the Tract D, Highland Park Filing No. 2 and the Offsite Easement Area described in Exhibit B; and

L. WHEREAS, it is the County's experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

M. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this Subdivision due to the Developer's or the Metro District's failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to so construct the detention basin/BMP(s), and further conditions approval on the Metro District's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

O. WHEREAS, the County could condition subdivision approval on the Developer's promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer's and the Metro District's promises contained herein; and

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's grant herein of a perpetual Easement over the Offsite Easement Area described in Exhibit B for the purpose of allowing the County

to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Q. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

### Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns.

3. Construction: Developer shall construct on Tract D, Highland Park Filing No. 2 and on the Offsite Easement Area described in Exhibit B attached hereto and incorporated herein by this reference the detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to paving roads within the contributing drainage basin.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project and shall have the right to seek reimbursement from the Developer and its respective successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s) and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across the Offsite Easement Area described in Exhibit B. The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

The County hereby grants the Developer and the Metro District a non-exclusive perpetual easement upon and across Tract D, Highland Park Filing No. 2 to access, construct, inspect, clean, repair, and maintain the detention basin/BMP(s). The County shall have the right, but not the obligation, to inspect, clean, repair, or maintain the detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) are not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Metro District and their respective successors and assigns, that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Offsite Easement Area, if applicable, or its own property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, that they will reimburse the County for its costs and expenses, incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Subdivision Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:



- a. Reserved.
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s).

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

9. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Metro District agree, for themselves, their respective successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal

Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) of the Recitals set forth above is recorded and the Developer completes the construction of the detention basin/BMP(s) and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of maintenance and operation responsibilities for the detention basin/BMP(s) from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 1st day of December, 2021, by:

SR LAND, LLC

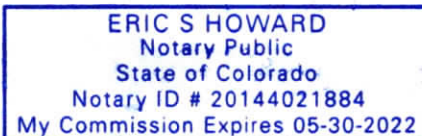
By: \_\_\_\_\_

James Morley, Manager

The foregoing instrument was acknowledged before me this 1st day of December, 2021, by James Morley, Manager, SR LAND, LLC.

Witness my hand and official seal.

My commission expires: MAY 30, 2022



\_\_\_\_\_  
Notary Public

Executed this 1<sup>ST</sup> day of DECEMBER, 2021, by:

RHETORIC, LLC

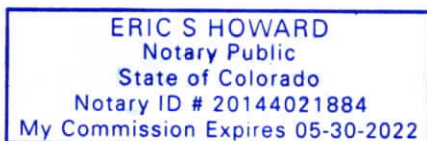
By: \_\_\_\_\_

Charles R. Collins, Manager

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of DECEMBER, 2021, by Charles R. Collins, Manager, RHETORIC, LLC.

Witness my hand and official seal.

My commission expires: MAY 30, 2022



Eric S. Howard  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

STERLING RANCH METROPOLITAN DISTRICT

By: \_\_\_\_\_

James Morley, President

Attest:

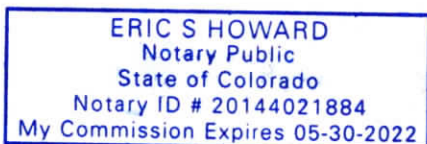
By: \_\_\_\_\_

Charles R. Collins, Secretary

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of DECEMBER, 2021, by James Morley, President, and Charles R. Collins, Secretary, Sterling Ranch Metropolitan District

Witness my hand and official seal.

My commission expires: MAY 30, 2022



Eric S. Howard  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: \_\_\_\_\_  
Craig Dossey, Executive Director  
Planning and Community Development Department  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, by \_\_\_\_\_, Executive Director of El Paso County Planning and Community  
Development Department.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Content and Form:

\_\_\_\_\_  
Assistant County Attorney



## Exhibit A

### STERLING RANCH FILING NO. 2 PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF THE E1/2 SE1/4 OF SECTION 32 AND THE S1/2 SW1/4 OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST AND THE NW1/4 OF NW1/4 OF SECTION 4 AND THE NE1/4 OF NE1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST, BOTH OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E, A DISTANCE OF 2,722.69 FEET.

COMMENCING AT SAID SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 34; THENCE N77°08'03"W, A DISTANCE OF 3,334.61 FEET TO THE SOUTHWESTERLY CORNER OF DINES BOULEVARD AS PLATTED IN STERLING RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 218714151 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY LINE OF SAID DINES BOULEVARD, N76°19'20"E A DISTANCE OF 85.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, S13°40'40"E A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY LINE OF THAT 20' ELECTRIC EASEMENT RECORDED UNDER RECEPTION NO. 218054783;

THENCE ON SAID NORTHERLY EASEMENT LINE, S76°19'20"W A DISTANCE OF 80.00 FEET;

THENCE S13°40'40"E A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID ELECTRIC EASEMENT;

THENCE ON SAID SOUTHERLY LINE, S76°19'20"W A DISTANCE OF 852.10 FEET;

THENCE N13°40'40"W A DISTANCE OF 20.00 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID ELECTRIC EASEMENT;

THENCE ON SAID NORTHERLY LINE, S76°19'20"W A DISTANCE OF 50.00 FEET;

THENCE S13°40'40"E A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID ELECTRIC EASEMENT;

THENCE ON SAID SOUTHERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. S76°19'20"W A DISTANCE OF 386.99 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 23°53'20" AND AN ARC LENGTH OF 391.92 FEET, TO A POINT OF NON-TANGENT;
3. S41°03'23"W A DISTANCE OF 60.19 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S41°12'17"E, HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 08°26'12" AND AN ARC LENGTH OF 136.94 FEET, TO A POINT OF TANGENT;
5. S40°21'31"W A DISTANCE OF 402.59 FEET, TO A POINT ON THE EASTERLY LINE OF THAT ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 214100440;

THENCE ON SAID EASTERLY LINE, S49°38'29"E A DISTANCE OF 16.00 FEET;

THENCE S40°21'31"W A DISTANCE OF 160.00 FEET, TO A POINT ON THE WESTERLY LINE OF SAID ACCESS AND UTILITY EASEMENT;

THENCE ON THE WESTERLY LINE OF THAT ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NOS 214100440 & 214100441, N49°38'29"W A DISTANCE OF 1459.89 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N40°24'51"E A DISTANCE OF 1808.03 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 217080112 AND SHOWN ON THE AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910;

THENCE ON SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S51°21'50"E A DISTANCE OF 13.67 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 38°41'48" AND AN ARC LENGTH OF 87.80 FEET, TO A POINT OF NON-TANGENT ON THE WESTERLY LINE OF SAID AMENDED PLAT BARBARICK SUBDIVISION;

THENCE ON THE WESTERLY AND SOUTHERLY LINES OF SAID AMENDED PLAT BARBARICK SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. S00°06'01"E A DISTANCE OF 631.46 FEET;
2. N89°17'25"E A DISTANCE OF 279.65 FEET;

THENCE DEPARTING SAID AMENDED PLAT BARBARICK SUBDIVISION, THE FOLLOWING COURSES:

1. S00°42'35"E A DISTANCE OF 241.35 FEET;
2. S02°02'55"W A DISTANCE OF 130.48 FEET;
3. S05°37'53"W A DISTANCE OF 90.96 FEET;
4. S01°55'19"W A DISTANCE OF 307.22 FEET;
5. N73°29'47"E A DISTANCE OF 11.27 FEET;

S16°30'13"E A DISTANCE OF 179.19 FEET, TO A POINT OF NON-TANGENT CURVE ON THE NORTHERLY LINE OF SAID 20' ELECTRIC EASEMENT RECORDED UNDER RECEPTION NO. 218054783;

THENCE ON SAID NORTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S33°39'44"E, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 19°59'04" AND AN ARC LENGTH OF 369.72 FEET, TO A POINT OF TANGENT;
2. N76°19'20"E A DISTANCE OF 381.99 FEET;

THENCE S13°40'40"E A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID ELECTRIC EASEMENT;

THENCE ON SAID SOUTHERLY LINE, N76°19'20"E A DISTANCE OF 60.00 FEET;

THENCE N13°40'40"W A DISTANCE OF 20.00 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID ELECTRIC EASEMENT;

THENCE ON SAID NORTHERLY LINE, N76°19'20"E A DISTANCE OF 842.10 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF DINES BOULEVARD AS SHOWN ON SAID PLAT OF STERLING RANCH FILING NO. 1;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S13°40'40"E A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,157,908 SQUARE FEET OR 49.5387 ACRES.



Exhibit B  
Offsite Easement Area



J-R ENGINEERING

EXHIBIT B

STERLING RANCH  
DRAINAGE POND  
AND ACCESS

**PROPERTY DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE EAST LINE OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "LS 10376 2006" AT THE NORTHEAST CORNER AND BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AT THE SOUTHEAST CORNER, SAID LINE BEING ASSUMED TO BEAR S01°30'51"W.

BEGINNING AT THE SOUTHWEST CORNER OF PAWNEE RANCHEROS FILING NO. 2 RECORDED IN PLAT BOOK U-2 AT PAGE 45 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, S89°16'22"W A DISTANCE OF 716.87 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID SOUTH LINE, THE FOLLOWING THREE (3) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N89°43'19"W, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 49°55'10" AND AN ARC LENGTH OF 784.13 FEET, TO A POINT OF TANGENT;
2. N49°38'29"W A DISTANCE OF 305.34 FEET;
3. N40°21'31"E A DISTANCE OF 30.00 FEET, TO A POINT ON THE EASTERLY LINE OF THAT ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NOS. 214100440 AND 215051140;

THENCE ON SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. S49°38'29"E A DISTANCE OF 305.34 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 32°04'12" AND AN ARC LENGTH OF 520.55 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT DETENTION POND EASEMENT RECORDED UNDER RECEPTION NO. 215051140 AND A POINT OF NON-TANGENT;

THENCE ON SAID NORTHERLY LINE, N75°06'16"E A DISTANCE OF 757.44 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PAWNEE RANCHEROS FILING NO. 2;

7200 S Alton Way, Suite C420, Centennial, CO 80112  
303-740-9195 • Fax: 303-721-9019 • www.jrengineering.com  
11/30/2021

X:\2510000.dwg\2518800\Word\Legal\2518800LX-DRAINAGE POND.docx

SHEET 1 OF 3

THENCE ON SAID WESTERLY LINE, S00°13'07"W A DISTANCE OF 470.74 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 300,996 SQUARE FEET OR 6.9099 ACRES.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

**PROPERTY DESCRIPTION STATEMENT**

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 38252  
FOR AND ON BEHALF OF JR ENGINEERING, LLC

