

Chuck Broerman
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El Paso County, CO



222002504

TEMPORARY GRADING EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **CHALLENGER COMMUNITIES, LLC**, a Colorado limited liability company, whose mailing address is 8605 Explorer Dr., Suite 205, Colorado Springs, CO 80920, hereinafter called the GRANTOR, for and in consideration of the sum of Ten Dollars and No Cents, (\$10.00), and other good and valuable consideration in hand paid by **STERLING RANCH METROPOLITAN DISTRICT NO. 1**, a special district and political subdivision of the State of Colorado whose address is 20 Boulder Crescent, Colorado Springs, CO 80903, hereinafter called the GRANTEE, the receipt and sufficiency is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto said GRANTEE, its heirs, successors or assigns, a non-exclusive easement ("Easement") for the purpose of grading, including constructing and maintaining a temporary storm water drainage diversion structure only along, over and across the following described premises (hereinafter the "Premises"):

See attached Exhibit A.

This Easement is made subject to the following terms and conditions:

1. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises.

2. The purpose of this Easement is to permit GRANTEE to grade, and to the extent necessary, to construct, install and maintain a temporary storm water drainage diversion structure and related improvements, extending not more than 90' wide along the drainage diversion area, as more particularly identified on the attached Exhibit A (collectively, the "Improvements").

3. The term of the Easement shall commence on the date of this Agreement and shall automatically terminate two years from the date of this Agreement (the "Term") unless the Term is extended or terminated earlier by the parties' mutual written agreement.

4. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the Improvements within the Premises in a reasonable condition for its intended purposes and shall protect against erosion and perform all work in a manner consistent with protecting the environment. Prior to termination or expiration of this Easement, GRANTEE, at its sole cost and expense, shall restore and repair any damage or alteration to the Premises as nearly as practicable to its former condition.

5. GRANTOR hereby reserves for itself and its successors and assigns, the right to use the Premises for such purposes and for such improvements as GRANTOR may elect, so long as said uses and purposes do not unreasonably interfere with or obstruct the Improvements, or the Easement and rights granted herein.

6. GRANTEE shall secure all permits, licenses and approvals required by any governmental authority for the use, construction upon or improvement of the Premises prior to such construction of the Improvements within the Premises by GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use of or improvement of the Premises.

7. In no event shall GRANTEE allow any mechanic's or materialmen's liens to attach against the Premises for materials supplied or work performed at the request of, or for the benefit of, GRANTEE, and GRANTEE shall indemnify and hold GRANTOR harmless from and cost or expense, including reasonable attorneys' fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.

8. GRANTOR hereby covenants with the GRANTEE that it has good title to the afore-described Premises, that it has good and lawful right to grant this Easement, that it will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomever.

9. The GRANTOR agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTEE, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTOR'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTOR'S activities on the Easement. Likewise, the GRANTEE agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTOR, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement.

10. GRANTEE shall maintain general liability insurance, including property damage, insuring against liability for injury to persons or damage to property arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement, in an amount with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage.

11. The Easement is for the benefit of GRANTEE, the successors and assigns of GRANTEE. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Exhibit A hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns.

12. In the event that any party to this Easement (including any successors and assigns of the original parties) shall breach this Easement, the non-breaching party may recover all reasonable costs and expenses of enforcement including but not limited to attorneys' fees.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 20th day of December 2021.

GRANTOR:

CHALLENGER COMMUNITIES, LLC
a Colorado limited liability company

By: [Signature]

Name: Vanessa Amores

Its: VP of Land Acquisition

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 20th day of December 2021, by Vanessa Amores, VP of Land Acquisition of CHALLENGER COMMUNITIES, LLC, a Colorado limited liability company

My Commission Expires:

11/09/2024

Notary Public

[Signature]

MICHELLE L COOPER
Notary Public
State of Colorado
Notary ID # 20124032797
My Commission Expires 11-09-2024



EXHIBIT A

JR ENGINEERING

TEMPORARY GRADING EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 217105379 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, 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 NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHEAST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE NORTH QUARTER CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "LS 10376 2006", BEARING S89°09'33"W.

COMMENCING FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, S89°04'30"W A DISTANCE OF 1,471.83 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE, THE FOLLOWING FOUR (4) COURSES:

1. S00°55'30"E A DISTANCE OF 43.65 FEET;
2. S36°08'14"E A DISTANCE OF 78.40 FEET;
3. S00°13'07"W A DISTANCE OF 386.18 FEET;
4. S89°46'53"E A DISTANCE OF 15.00 FEET, TO A POINT ON THE WESTERLY LINE OF THAT 30' ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 215051140 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON SAID EASEMENT LINE, S00°13'07"W A DISTANCE OF 102.30 FEET;

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

1. S46°43'56"W A DISTANCE OF 99.29 FEET;
2. S89°58'22"W A DISTANCE OF 689.16 FEET;
3. N01°54'36"E A DISTANCE OF 653.27 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE ON SAID NORTH LINE, N89°04'30"E A DISTANCE OF 15.02 FEET;

THENCE DEPARTING SAID NORTH LINE, THE FOLLOWING THIRTEEN (13) COURSES:

1. S01°54'36"W A DISTANCE OF 552.67 FEET;
2. S33°08'00"E A DISTANCE OF 30.16 FEET;
3. N58°36'41"E A DISTANCE OF 109.57 FEET;
4. N45°13'13"E A DISTANCE OF 76.75 FEET;
5. S44°46'47"E A DISTANCE OF 32.28 FEET;
6. S02°19'29"W A DISTANCE OF 55.04 FEET;
7. S64°13'41"E A DISTANCE OF 134.78 FEET;
8. N89°58'22"E A DISTANCE OF 226.64 FEET;
9. N68°53'47"E A DISTANCE OF 96.16 FEET;
10. N51°14'32"E A DISTANCE OF 19.82 FEET;
11. N00°13'07"E A DISTANCE OF 430.42 FEET;
12. N36°08'14"W A DISTANCE OF 77.41 FEET;
13. N00°55'30"W A DISTANCE OF 72.21 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 4;

THENCE N89°04'30"E A DISTANCE OF 90.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 123,016 SQUARE FEET OR 2.8241 ACRES.

PROPERTY DESCRIPTION STATEMENT

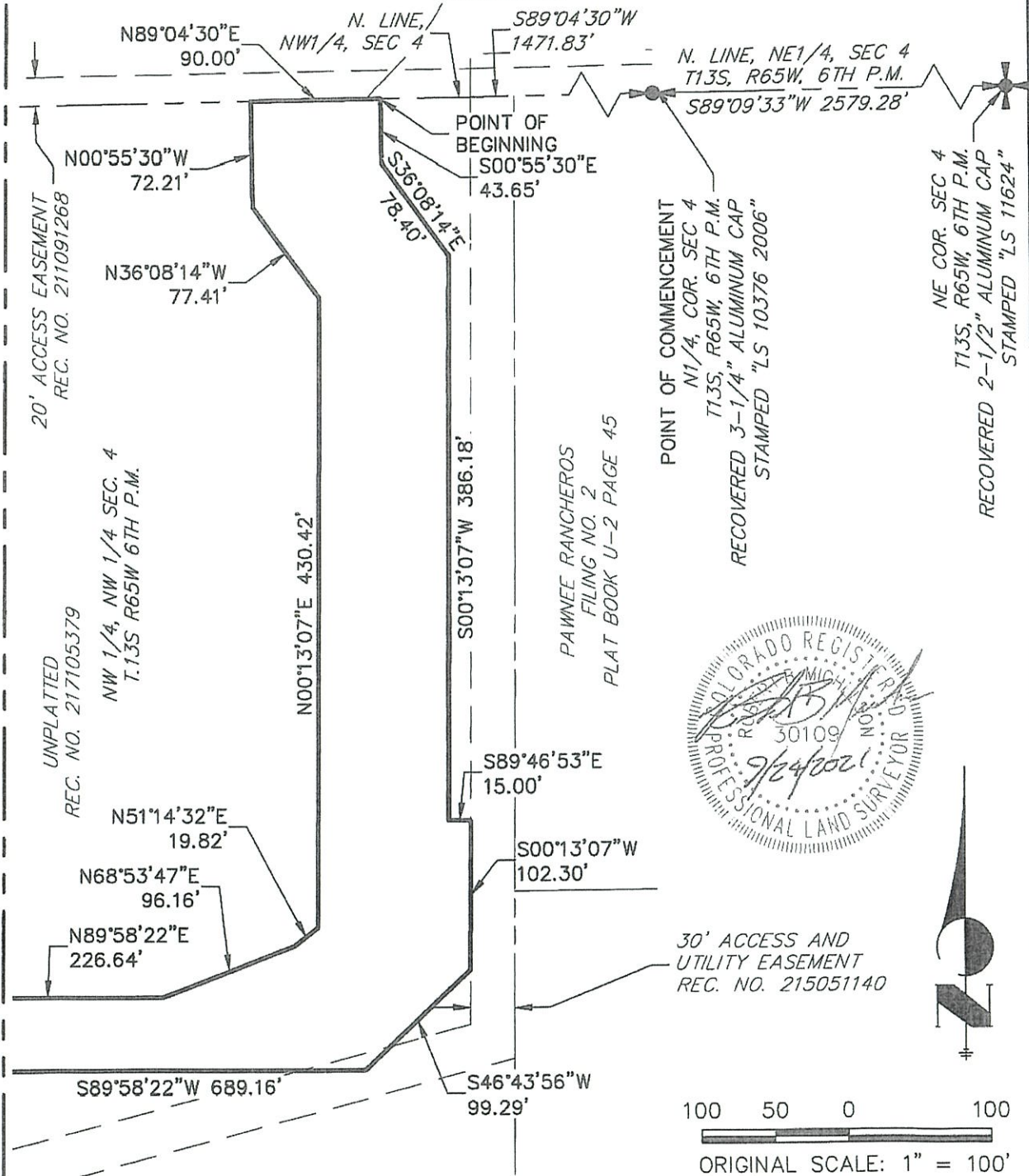
I, ROBERT B. MICHELSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

ROBERT B. MICHELSON, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 30109
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT

SHEET 4



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

TEMPORARY GRADING EASEMENT
STERLING RANCH
PROJECT NO.: 25188.01
DATE: 09/21/2021

SHEET: 3 OF 4

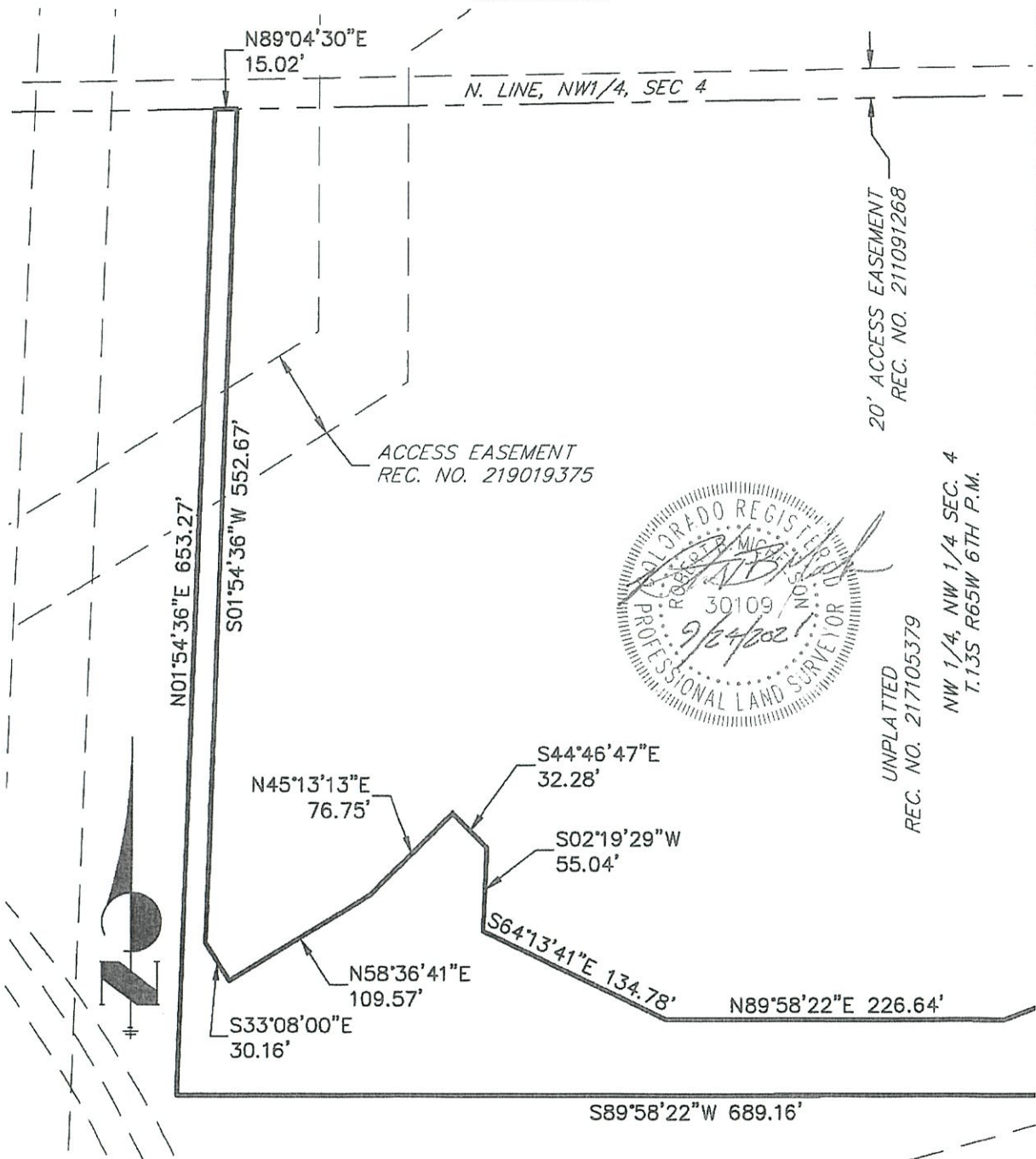


J.R. ENGINEERING

A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9898 • www.jrengineering.com

EXHIBIT



SHEET 3

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

TEMPORARY GRADING EASEMENT
STERLING RANCH
PROJECT NO.: 25188.01
DATE: 09/21/2021

SHEET: 4 OF 4



J-R ENGINEERING

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Centennial 303-740-9898 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com



Office of County Clerk and Recorder
El Paso County, State of Colorado
Certified to be a full, true, and Correct
Copy of the record in my Office.

222002504 Book Page
Date. 01-05-22

Chuck Broerman

County Clerk & Recorder
El Paso County, Colorado
By . *Jessica Schwanke*

Jessica Schwanke
Deputy