



GRADING & DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **SR LAND, LLC**, whose address is 20 Boulder Crescent, Colorado Springs, CO 80918, 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, 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 **GRADING & DRAINAGE EASEMENT** ("Easement") 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. This Easement is for the construction, drainage, slope, maintenance, repair, replacement, ingress and egress for the provision of public storm-water drainage and related improvements, including, but not limited to, grading, and maintenance access to said storm-water drainage improvements within the Easement (collectively, the "Improvements").
2. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises.
3. 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 their intended purposes.
4. 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.
5. 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.

6. 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.

7. 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.

8. 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.

9. The Easement is for the benefit of GRANTEE, the successors and assigns of GRANTEE, and GRANTEE shall hold the Easement and exercise the rights granted hereunder for the benefit of the DISTRICTS (as defined below). As used herein, the "DISTRICTS" means GRANTEE, STERLING RANCH METROPOLITAN DISTRICT NO. 2, STERLING RANCH METROPOLITAN DISTRICT NO. 3, and the respective successors and assigns of each. Except as otherwise stated herein, the Easement shall be exclusive to the entities comprising the DISTRICTS. 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.

10. 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 6th day of January 2022.

GRANTOR:

SR LAND, LLC

By: 

Name: James F. Morley

Its: Manager

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

The foregoing instrument was acknowledged before me this 6th day of January 2022, by James F. Morley, Manager of SR LAND LLC.

My Commission Expires:

May 30, 2022

Notary Public



ERIC S HOWARD Notary Public State of Colorado Notary ID # 20144021884 My Commission Expires 05-30-2022
--

EXHIBIT A

LEGAL DESCRIPTION OF DRAINAGE EASEMENT



J-R ENGINEERING

DRAINAGE AND GRADING EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF 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 NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "LS 4842 1996" AT THE NORTH QUARTER CORNER OF SECTION 5 AND BY A 3-1/4" ALUMINUM CAP STAMPED "LS 10376 2006" AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, SAID LINE BEING ASSUMED TO BEAR N89°14'13"E.

COMMENCING AT SAID NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5;

THENCE ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, N89°12'38"E 756.67 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTH LINE, N89°12'38"E A DISTANCE OF 35.71 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF THE ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 214100440, IN THE RECORDS OF EL PASO COUNTY, COLORADO.

THENCE ON SAID SOUTHWESTERLY LINE, S49°38'29"E A DISTANCE OF 638.55 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE ON SAID EAST LINE, S06°22'37"W A DISTANCE OF 61.76 FEET;

THENCE DEPARTING SAID EAST LINE, N19°46'32"W A DISTANCE OF 55.66 FEET TO POINT ON A LINE 23.50 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF THE ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 214100440;

THENCE ON SAID PARALLEL LINE, N49°38'29"W A DISTANCE OF 651.70 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 15,918 SQUARE FEET OR 0.3654 ACRES.

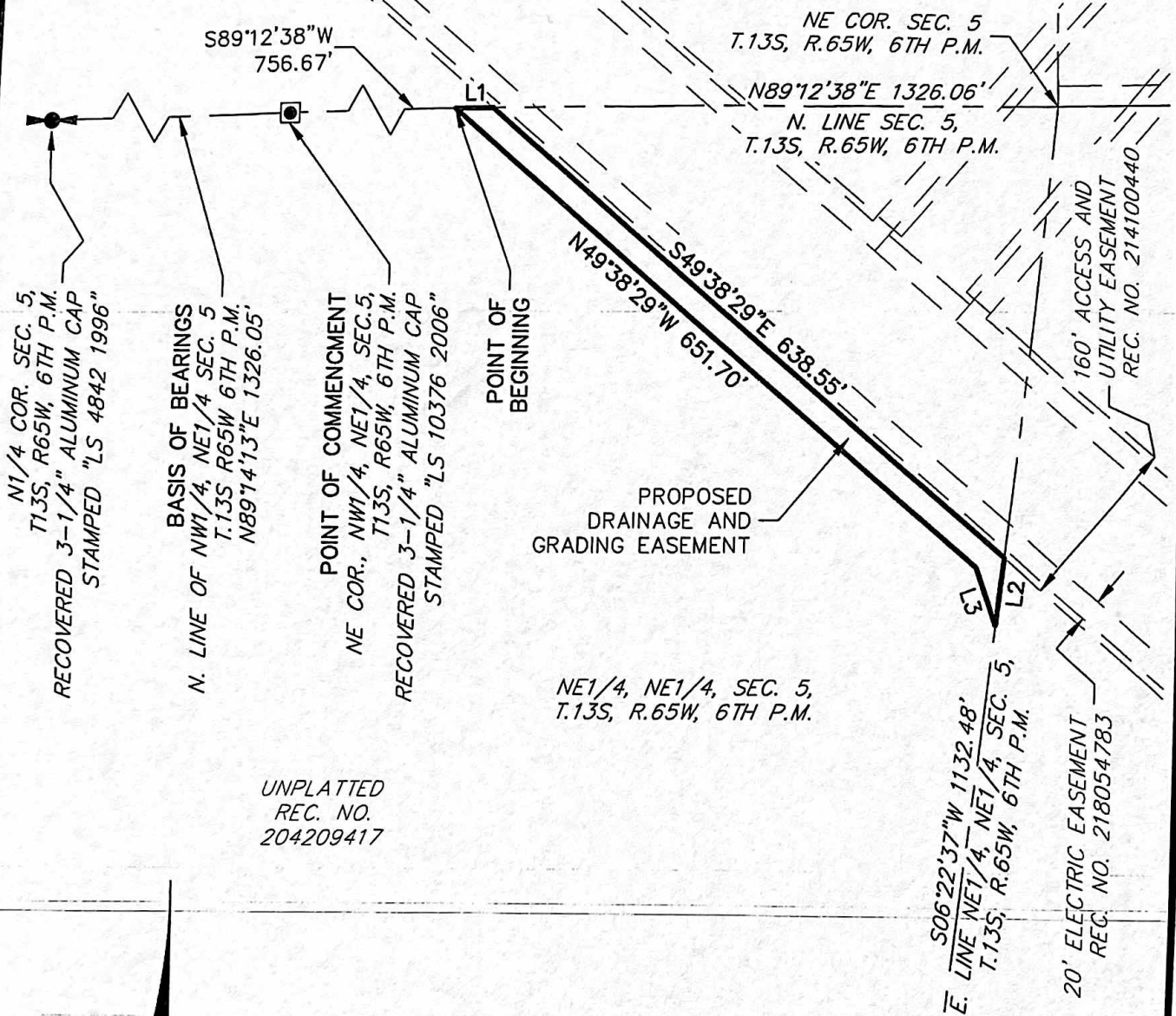
PROPERTY DESCRIPTION STATEMENT

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



EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°12'38"E	35.71'
L2	S06°22'37"W	61.76'
L3	N19°46'32"W	55.66'



GRADING AND DRAINAGE EASEMENT
STERLING RANCH
PROJECT NO.: 25188.00
DATE: 03/11/2020

SHEET: 2 OF 2

J.R. ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com