

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

This AMENDMENT TO PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Amendment) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) SR LAND, LLC (Developer) 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 Parties previously entered into that Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded with the El Paso County Clerk and Recorder’s Office at Reception No. 220183294 (“Agreement”); and

B. WHEREAS, the Parties now wish to amend the Agreement by identifying different property upon which some of the required detention basin/BMP(s) will be constructed and releasing the easements previously granted for the construction of other detention basin/BMP(s).

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. Previous Agreement Still in Effect: Except as amended herein, the Parties agree that all provisions of the previous Agreement remain in full force and effect.
3. Replacement of Exhibit B: Exhibit B of the Agreement is hereby replaced by a new Exhibit B, attached hereto.
4. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across Tract D, Sterling Ranch Filing No. 1. 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).

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 26TH day of APRIL, 2022, by:

SR LAND, LLC

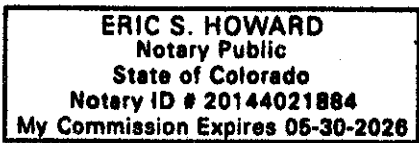
By: [Signature]
JAMES MORLEY, MANAGER

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 2022, by JAMES MORLEY, MANAGER SR LAND, LLC.

Witness my hand and official seal.

My commission expires: MAY 30, 2026

[Signature]



Notary Public

Executed this 26TH day of APRIL, 2022, by:

STERLING RANCH METROPOLITAN DISTRICT

By: [Signature]
JAMES MORLEY, PRESIDENT

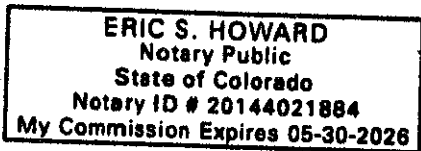
Attest:
By: [Signature]
CHARLES R. COLLINS, SECRETARY

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 2022, by JAMES MORLEY, PRESIDENT, STERLING RANCH METROPOLITAN DISTRICT

Witness my hand and official seal.

My commission expires: MAY 30, 2026

[Signature]



Notary Public

Executed this _____ day of _____, 20____, by:

Executed this _____ day of _____, 20____, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Kevin Mastin, Interim Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, Interim 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:

Lori L. Seago
Assistant County Attorney

Exhibit B

Pond 1 - Lots 24-27 and Tract B, Homestead at Sterling Ranch Filing No. 2

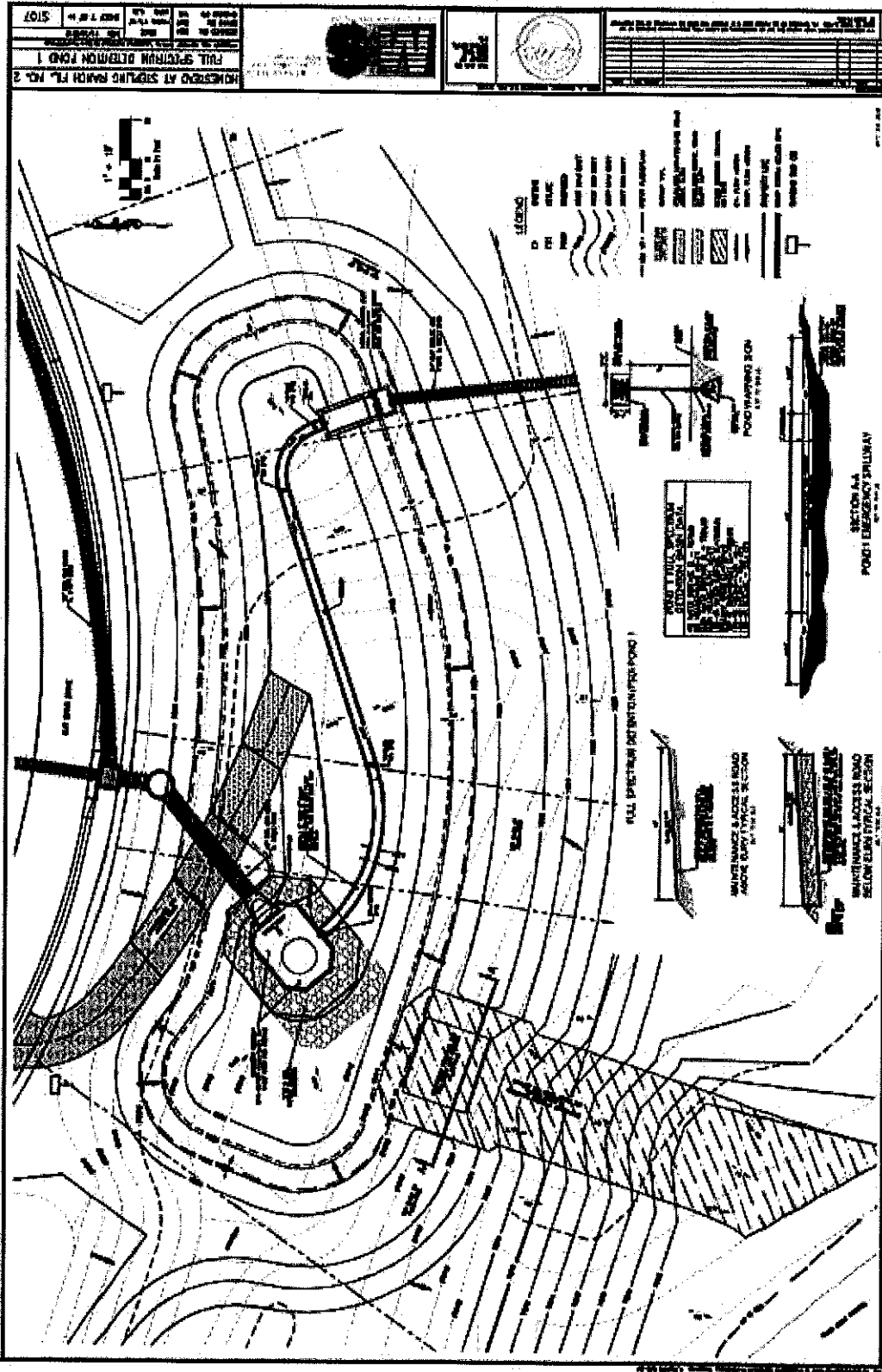
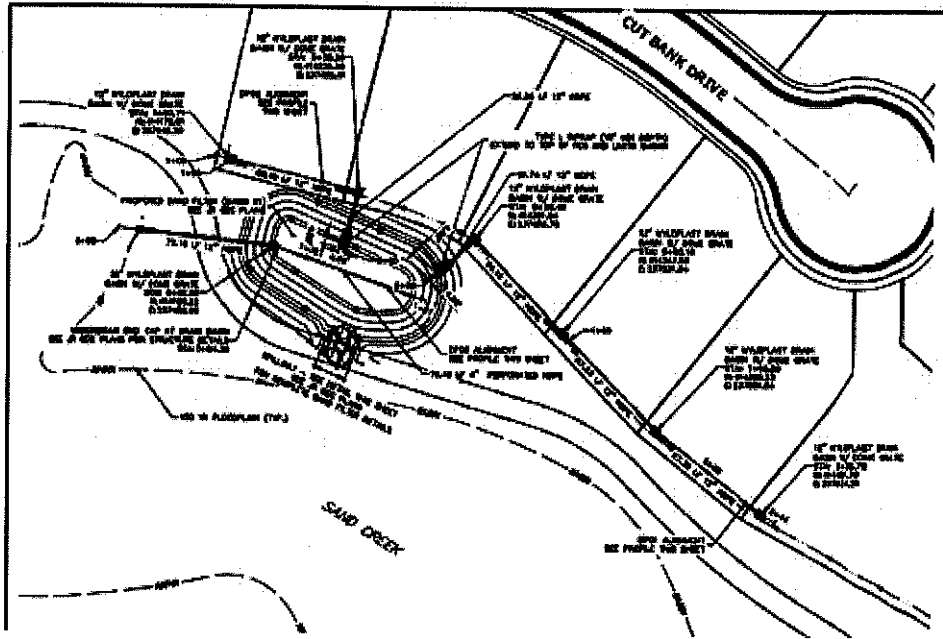


Exhibit B

Common Sand Filter 1 and 2 - Tract D, Sterling Ranch Filing No. 1

COMMON SAND FILTER 1



COMMON SAND FILTER 2

