

PRE-DEVELOPMENT SITE GRADING ACKNOWLEDGEMENT
AND RIGHT OF ACCESS AGREEMENT

The undersigned (“Applicant”) owns and holds legal title to the real property to be known as The Hills at Lorson Ranch (“Property”), which Property is legally described on Exhibit A attached hereto and incorporated herein by this reference.

Applicant seeks approval for Pre-Development Site Grading under Section 6.2.6 of the El Paso County Land Development Code. As a condition of approval and issuance of Construction Permit No. _____, Applicant must complete and submit this Pre-Development Site Grading Acknowledgement and Right of Access Agreement (“Agreement”). In compliance therewith, by signing below, Applicant hereby acknowledges and agrees as follows:

1. The approval and issuance of the Construction Permit does not guarantee or create a right in, or a right of expectation in, Applicant that the El Paso County Planning Commission will recommend or the Board of County Commissioners of El Paso County will approve Applicant’s final plat for the Property. Applicant may proceed with grading under the Construction Permit at Applicant’s sole risk.
2. The Construction Permit shall be personal to the Applicant and shall not run with the land. Any successors and/or assigns of the Applicant desiring to proceed or continue with the Pre-Development Site Grading approval shall execute their own Pre-Development Site Grading Acknowledgement and Right of Access Agreement, obtain their own Construction Permit and provide replacement financial guarantees.
3. Applicant hereby grants to El Paso County, its employees, agents, contractors, and/or subcontractors free access to enter upon the Property at all reasonable hours for the following purposes in accordance with requirements of the El Paso County Engineering Criteria Manual (ECM), Section I.5:
 - a. To inspect and investigate for compliance with Construction Permit requirements, including, but not limited to, proper installation and maintenance of erosion and sediment control measures; and
 - b. To inspect and investigate for completion of grading activities and soil stabilization requirements; and
 - c. In the event of noncompliance with either of the above, to identify deficiencies, which may result in issuance of a Letter of Noncompliance which includes such deficiencies to be corrected by Applicant; and
 - d. In the event the Applicant does not correct deficiencies identified in a Letter of Noncompliance, to draw on collateral provided and perform the work in order to correct said deficiencies pursuant to ECM Section I.6.1.H.

4. Applicant shall indemnify, defend, and forever hold harmless the Board of County Commissioners of El Paso County, their officers, employees, agents, contractors, and subcontractors, from any and all claim, demand, action, cause of action, loss, damage, injury, property damage, personal injury, death, liability, duty, obligation, costs and expenses (including attorney fees) arising out of or related to such entry on the Property. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the Board of County Commissioners pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.
5. In accordance with ECM Sections 5.3.15 and I.4.1.A.3, Applicant is obligated to provide security or collateral sufficient to make reasonable provision for completion of the grading, erosion control and final stabilization measures, in the amount set forth on Exhibit B attached hereto. Collateral shall be in the form of cash, cashier's check, or letter of credit issued by a financial institution authorized to do business in the State of Colorado. Collateral in the form of _____, issued by _____ in the amount of \$ _____ has been provided as security to guarantee completion of the proposed grading, erosion control and final stabilization measures.
6. Applicant is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Applicant shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall allow the County to execute on the collateral.
7. All of those certain grading, erosion control and final stabilization measures to be completed as identified on Exhibit B shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
8. All grading, erosion control and final stabilization measures shall be completed by the Applicant within 12 (twelve) months from the date of notice to proceed in the Construction Permit. If Applicant determines that the completion date needs to be extended, Applicant shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Construction Permit may be extended at the discretion of the ECM Administrator. The completion date for the

Planning and Community Development Department

Approved as to Content and Form:

Assistant County Attorney

Exhibit A: Legal Description

LORSON HILLS SUBDIVISION FILING NO. 1 BOUNDARY LEGAL DESCRIPTION (123.167 ACRES)

A PARCEL OF LAND IN THE NORTH HALF (N 1/2) SECTION 24 AND IN THE SOUTH HALF (S 1/2) SECTION 13, T15S, R65W OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 219714285 IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE N38°22'41"E ALONG THE EASTERLY LINE THEREOF AND ITS NORTHERLY EXTENSION, SAID LINE BEING THE NORTHWESTERLY LINE OF THAT 100 FOOT TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC. EASEMENT DESCRIBED IN BOOK 2665 PAGE 715 OF THE EL PASO COUNTY RECORDS, 1352.92 FEET TO THE SOUTHERLY CORNER OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION (MVEA) SUBSTATION AS RECORDED UNDER RECEPTION NO. 206041590;

THENCE CONTINUING N38°22'41"E ALONG THE SOUTHEASTERLY LINE OF SAID MVEA SUBSTATION, 295.16 FEET;

THENCE N38°22'41"E A DISTANCE OF 447.40 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD AS PLATTED IN "LORSON RANCH EAST FILING NO. 1"

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

(1) THENCE S70°06'29"E, A DISTANCE OF 34.95 FEET;

(2) THENCE N18°59'47"E, A DISTANCE OF 99.98 FEET;

(3) THENCE N38°22'35"E, A DISTANCE OF 0.03 FEET TO THE SOUTHWEST CORNER OF TRACT J, "LORSON RANCH EAST FILING NO. 1";

THENCE ALONG THE LINES OF SAID TRACT J THE FOLLOWING FOUR (4) COURSES;

(1) THENCE N38°22'35"E, ALONG THE EASTERLY LINE THEREOF 345.15 FEET;

(2) THENCE N58°24'10"W, A DISTANCE OF 314.29 FEET;

(3) THENCE N43°26'13"W, A DISTANCE OF 336.42 FEET;

(4) THENCE N0°00'00"E, A DISTANCE OF 440.98 FEET TO THE SOUTH LINE OF "LORSON RANCH EAST FILING NO. 3" AS RECORDED UNDER RECEPTION NO. 220714474 IN THE EL PASO COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY LINES THEREOF THE FOLLOWING SIX (6) COURSES;

(1) THENCE N87°26'51"E, A DISTANCE OF 11.92 FEET;

(2) THENCE 304.57 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 704.79 FEET, A CENTRAL ANGLE OF 24°45'36", THE CHORD OF 302.21 FEET BEARS N75°30'05"E;

(3) THENCE N63°33'19"E, A DISTANCE OF 194.38 FEET;

(4) THENCE N67°51'09"E, A DISTANCE OF 113.39 FEET;

(5) THENCE N65°49'40"E, A DISTANCE OF 232.85 FEET;

(6) THENCE 90.04 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 9°40'45", THE CHORD OF 89.94 FEET BEARS N21°59'18"W;

THENCE S57°31'41"E, A DISTANCE OF 30.77 FEET;

THENCE S22°54'14"E, A DISTANCE OF 56.00 FEET;

THENCE S7°28'57"W, A DISTANCE OF 33.43 FEET;

THENCE 213.93 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 22°59'49", THE CHORD OF 212.50 FEET BEARS S40°31'27"E;
THENCE S52°01'21"E, A DISTANCE OF 254.46 FEET TO THE NORTHWESTERLY LINE OF AFORESAID 100 FOOT TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC. EASEMENT;

THENCE S37°58'39"W, ALONG SAID NORTHWESTERLY LINE 2.00 FEET;
THENCE S52°01'21"E, A DISTANCE OF 185.54 FEET;
THENCE 210.78 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 12°27'02", THE CHORD OF 210.37 FEET BEARS S58°14'52"E;
THENCE S64°28'23"E, A DISTANCE OF 122.30 FEET;
THENCE N78°34'24"E, A DISTANCE OF 33.27 FEET;
THENCE S64°28'23"E, A DISTANCE OF 50.00 FEET;
THENCE S27°31'10"E, A DISTANCE OF 33.27 FEET;
THENCE S64°28'23"E, A DISTANCE OF 56.25 FEET;
THENCE 141.30 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 12°51'04", THE CHORD OF 141.01 FEET BEARS S58°02'51"E;
THENCE S51°37'19"E, A DISTANCE OF 94.90 FEET;
THENCE N83°22'41"E, A DISTANCE OF 33.94 FEET;
THENCE S51°37'19"E, A DISTANCE OF 62.00 FEET;
THENCE S38°22'41"W, A DISTANCE OF 159.73 FEET;
THENCE 267.95 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 868.00 FEET, A CENTRAL ANGLE OF 17°41'14", THE CHORD OF 266.89 FEET BEARS S29°32'04"W;
THENCE S23°47'26"E, A DISTANCE OF 29.39 FEET;
THENCE S18°59'47"W, A DISTANCE OF 50.00 FEET;
THENCE S61°35'11"W, A DISTANCE OF 30.06 FEET;
THENCE S18°59'47"W, A DISTANCE OF 567.87 FEET;
THENCE S26°00'13"E, A DISTANCE OF 36.77 FEET;
THENCE S18°59'47"W, A DISTANCE OF 93.91 FEET;
THENCE S63°59'47"W, A DISTANCE OF 25.46 FEET;
THENCE S18°59'47"W, A DISTANCE OF 119.41 FEET;
THENCE S23°17'08"W, A DISTANCE OF 106.97 FEET;
THENCE S18°59'47"W, A DISTANCE OF 307.87 FEET;
THENCE S23°45'41"E, A DISTANCE OF 29.46 FEET;
THENCE S18°59'47"W, A DISTANCE OF 50.00 FEET;
THENCE S61°45'15"W, A DISTANCE OF 29.46 FEET;
THENCE S18°59'47"W, A DISTANCE OF 396.74 FEET;
THENCE S23°45'41"E, A DISTANCE OF 29.46 FEET;
THENCE S18°59'47"W, A DISTANCE OF 50.00 FEET;
THENCE S61°45'15"W, A DISTANCE OF 29.46 FEET;
THENCE S18°59'47"W, A DISTANCE OF 134.57 FEET;
THENCE 62.79 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,032.00 FEET, A CENTRAL ANGLE OF 3°29'10", THE CHORD OF 62.78 FEET BEARS S20°44'22"W;
THENCE S22°28'57"W, A DISTANCE OF 349.86 FEET;
THENCE 90.69 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 8°13'18", THE CHORD OF 90.61 FEET BEARS S26°35'36"W;
THENCE S30°42'15"W, A DISTANCE OF 26.72 FEET;
THENCE S13°07'56"E, A DISTANCE OF 27.70 FEET;

THENCE S33°01'53"W, A DISTANCE OF 64.00 FEET;
THENCE N56°58'07"W, A DISTANCE OF 9.29 FEET;
THENCE 178.22 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF
968.00 FEET, A CENTRAL ANGLE OF 10°32'56", THE CHORD OF 177.97 FEET BEARS
N62°14'35"W;
THENCE N67°31'03"W, A DISTANCE OF 789.35 FEET;
THENCE S73°54'03"W, A DISTANCE OF 32.07 FEET;
THENCE N67°31'03"W, A DISTANCE OF 50.00 FEET;
THENCE N28°50'34"W, A DISTANCE OF 32.01 FEET;
THENCE N67°31'03"W, A DISTANCE OF 263.79 FEET;
THENCE 226.85 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF
568.00 FEET, A CENTRAL ANGLE OF 22°53'00", THE CHORD OF 225.35 FEET BEARS
N78°57'32"W;
THENCE S89°35'58"W, A DISTANCE OF 490.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 5,365,144 S.F. (123.167 ACRES MORE OR LESS).

PREPARED BY:

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC.

DATE