

UTILITY EASEMENT AGREEMENT
(STERLING RANCH METROPOLITAN DISTRICT # 1)

For and in consideration of the sum of 618 Dollars (\$ 618.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, SR LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 20 BOULDER CRESCENT, SUITE 102, COLORADO SPRINGS, CO 80903 (the "Grantor"), hereby grants, bargains, sells and conveys to the STERLING RANCH METROPOLITAN DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Diversified Association Management, 4325 N. Nevada Ave., #100, Colorado Springs, Colorado 80907 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in El Paso County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,

use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement

interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of El Paso County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Easement this 2nd day of
September 2020.

GRANTOR:

James F. Morkley

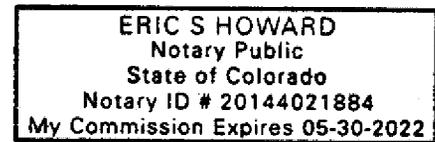
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me on this 2nd day of September 2020, by
James F. Morkley, MANAGER

[SEAL]

Eric S. Howard
Notary Public

My commission expires MAY 30, 2022



DISTRICT:
STERLING RANCH METROPOLITAN DISTRICT # 1

James F. Morley
Manager

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

Subscribed and sworn to before me on this 2nd day of September 2020, by JAMES F. MORLEY as Manager of the STERLING RANCH METROPOLITAN DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

Eric S Howard
Notary Public

My commission expires MAY 30, 2022

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

EXHIBIT A

The Premises



EXHIBIT A

HOMESTEAD NORTH AT STERLING RANCH
SANITARY EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 12 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.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S82°39'13"W A DISTANCE OF 1,911.39 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT 160 FOOT ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 214100441 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON SAID NORTHERLY EASEMENT LINE, N50°26'12"W A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID NORTHERLY EASEMENT LINE, THE FOLLOWING TWENTY-FOUR (24) COURSES:

1. N39°33'48"E A DISTANCE OF 23.96 FEET;
2. N40°23'23"E A DISTANCE OF 151.70 FEET;
3. N45°51'46"E A DISTANCE OF 141.15 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 06°17'58" AND AN ARC LENGTH OF 42.33 FEET, TO A POINT OF TANGENT;
5. N39°33'48"E A DISTANCE OF 300.51 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 15°10'36" AND AN ARC LENGTH OF 210.58 FEET, TO A POINT OF NON-TANGENT;
7. N55°59'01"E A DISTANCE OF 185.34 FEET;
8. N48°18'12"E A DISTANCE OF 128.69 FEET, TO A POINT OF NON-TANGENT CURVE;
9. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N45°24'54"W, HAVING A RADIUS OF 1,006.43 FEET, A CENTRAL ANGLE OF 13°01'27" AND AN ARC LENGTH OF 228.78 FEET, TO A POINT OF NON-TANGENT;
10. S57°36'32"E A DISTANCE OF 206.33 FEET;
11. N75°05'30"E A DISTANCE OF 173.62 FEET;

12. S33°12'48"E A DISTANCE OF 15.80 FEET;
13. S11°10'44"W A DISTANCE OF 16.70 FEET;
14. S75°05'30"W A DISTANCE OF 184.38 FEET;
15. N57°36'32"W A DISTANCE OF 189.47 FEET, TO A POINT OF NON-TANGENT CURVE;
16. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N56°45'24"W, HAVING A RADIUS OF 1,036.43 FEET, A CENTRAL ANGLE OF 11°23'45" AND AN ARC LENGTH OF 206.14 FEET, TO A POINT OF NON-TANGENT;
17. S48°18'12"W A DISTANCE OF 131.67 FEET;
18. S55°59'01"W A DISTANCE OF 187.03 FEET, TO A POINT OF NON-TANGENT CURVE;
19. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S35°17'03"E, HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 15°09'09" AND AN ARC LENGTH OF 202.31 FEET, TO A POINT OF TANGENT;
20. S39°33'48"W A DISTANCE OF 300.51 FEET, TO A POINT OF CURVE;
21. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 06°17'58" AND AN ARC LENGTH OF 45.63 FEET, TO A POINT OF TANGENT;
22. S45°51'46"W A DISTANCE OF 139.72 FEET;
23. S40°23'23"W A DISTANCE OF 150.05 FEET;
24. S39°33'48"W A DISTANCE OF 23.75 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 53,395 SQUARE FEET OR 1.2258 ACRES.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

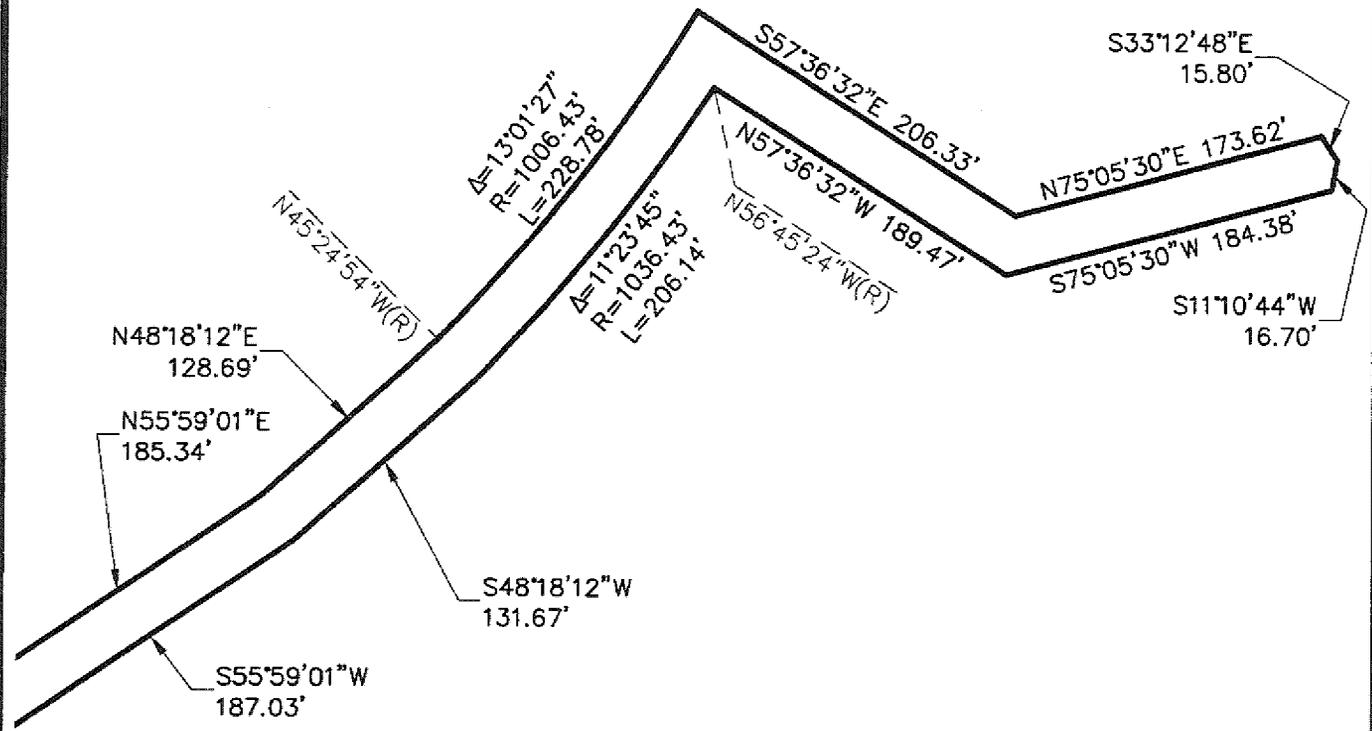
PROPERTY DESCRIPTION STATEMENT

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.

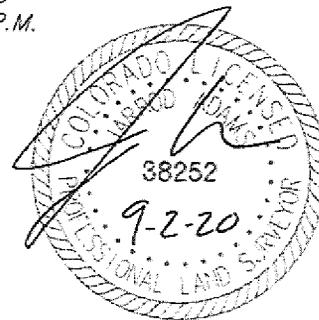
JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT A



SE 1/4, SEC. 28
T.12S R65W 6TH P.M.



100 50 0 100

ORIGINAL SCALE: 1" = 100'

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

SANITARY EASEMENT
HOMESTEAD NORTH AT STERLING RANCH
PROJECT NO.: 25188.00
DATE: 09/02/2020

SHEET: 4 OF 4



Centennial 303-740-9993 • Colorado Springs 719-533-2593
Fort Collins 970-491-9888 • www.jrengineering.com

UTILITY EASEMENT AGREEMENT
(STERLING RANCH METROPOLITAN DISTRICT # 1)

For and in consideration of the sum of One Dollars (\$ 1.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, SR LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 20 BOULDER CRESCENT, SUITE 102, COLORADO SPRINGS, CO 80903 (the "Grantor"), hereby grants, bargains, sells and conveys to the STERLING RANCH METROPOLITAN DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Diversified Association Management, 4325 N. Nevada Ave., #100, Colorado Springs, Colorado 80907 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in El Paso County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,

use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of El Paso County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Easement this 27th day of AUGUST 2020.

GRANTOR:

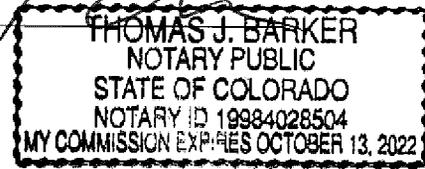
James Morley

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

Subscribed and sworn to before me on this 27th day of AUGUST 2020 by JAMES MORLEY.

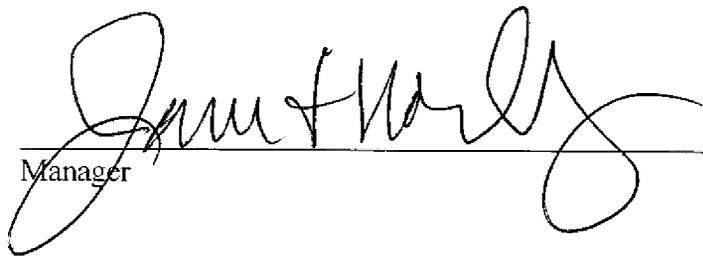
[SEAL]

Thomas J. Barker
Notary Public



My commission expires 10/13/22

DISTRICT:
STERLING RANCH METROPOLITAN DISTRICT # 1



Manager

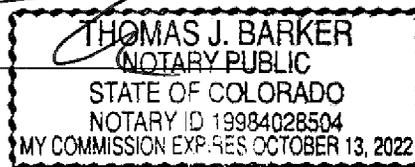
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me on this 27th day of AUGUST 2020 by
JAMES MURLEY as Manager of the STERLING RANCH METROPOLITAN
DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]



Notary Public



My commission expires 10/13/22

EXHIBIT A

The Premises



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

EXHIBIT A
LEGAL DESCRIPTION: PUBLIC UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY NO. 5 REBAR FLUSH WITH THE GROUND AND AT THE EASTERLY END BY A 1-1/2" ORANGE PLASTIC SURVEYORS CAP STAMPED "MS CIVIL 32820" FLUSH WITH THE GROUND, IS ASSUMED TO BEAR S88°38'55"W, A DISTANCE OF 149.35 FEET.

A STRIP OF LAND 30.00 FEET IN WIDTH LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S03°13'24"W, A DISTANCE OF 3947.86 FEET TO THE POINT OF BEGINNING;

THENCE S87°32'03"W, A DISTANCE OF 91.38 FEET;
THENCE S20°13'38"W, A DISTANCE OF 297.07 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 29°38'56", A RADIUS OF 200.00 FEET AND A DISTANCE OF 103.49 FEET TO A POINT OF TANGENT;
THENCE S49°52'34"W, A DISTANCE OF 405.70 FEET;
THENCE S75°08'07"W, A DISTANCE OF 12.66 FEET TO THE POINT OF TERMINUS.

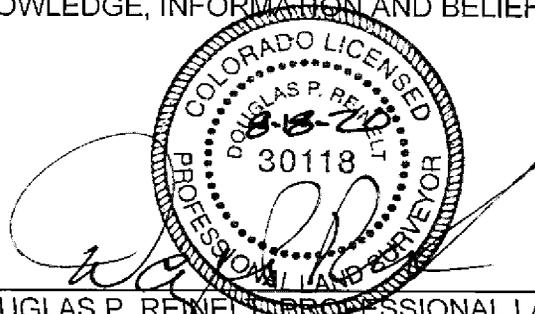
FROM WHENCE THE POINT OF BEGINNING BEARS N42°20'45"E, A DISTANCE OF 853.98 FEET.

EXCEPTING ANY PORTION LYING WITHIN A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 217051682 RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 10,387 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

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



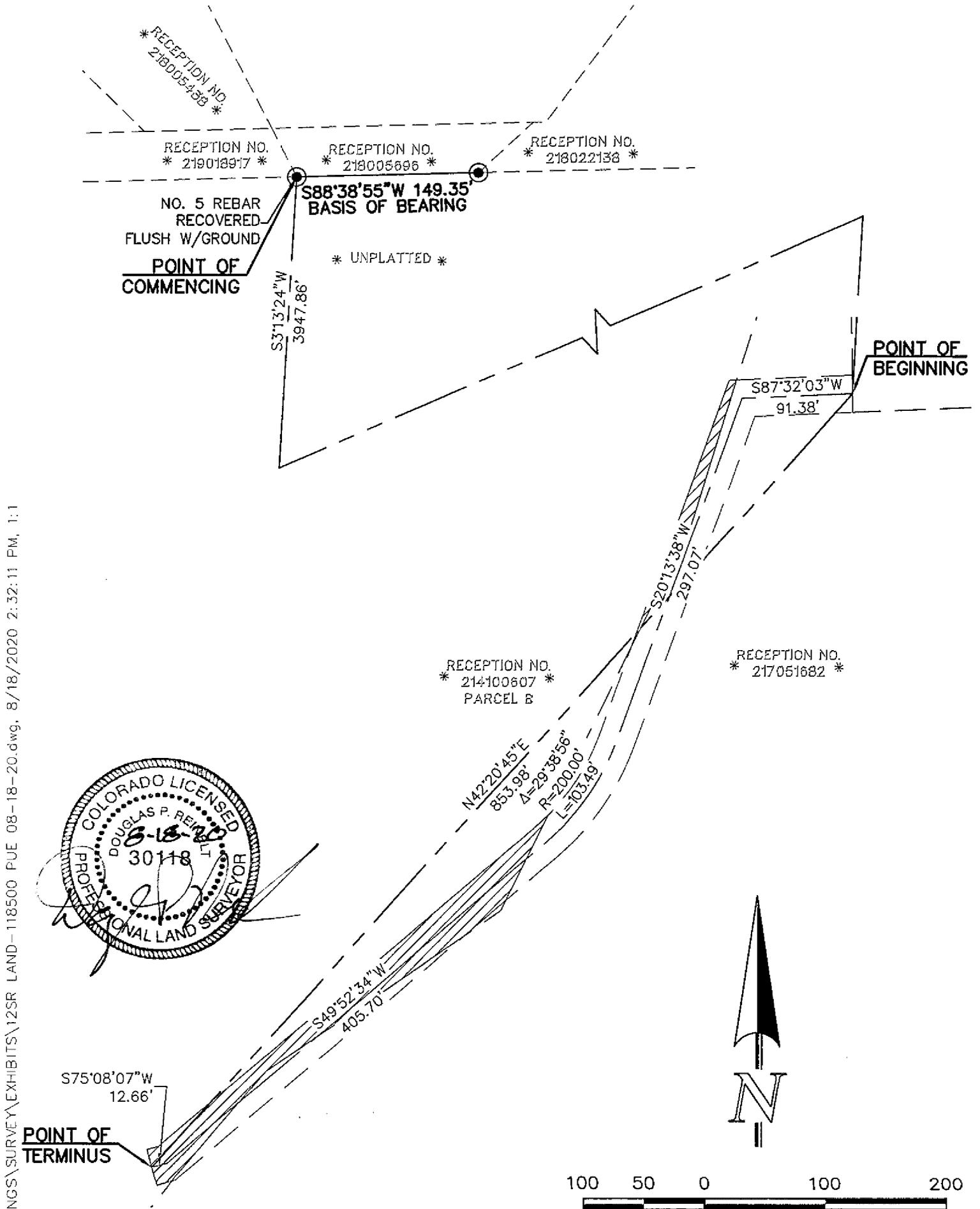
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

August 18, 2020
DATE

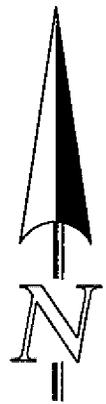
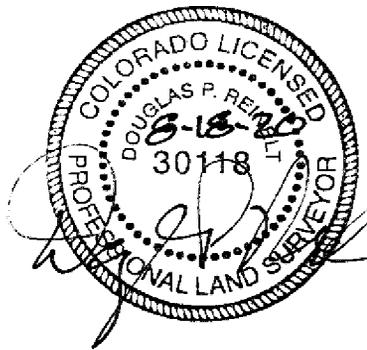


UTILITY EASEMENT
 JOB NO. 1185.00-12SR LAND
 AUGUST 18, 2020
 SHEET 2 OF 2

619 North Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)



N:\118500\DRAWINGS\SURVEY\EXHIBITS\12SR LAND-118500 PUE 08-18-20.dwg, 8/18/2020 2:32:11 PM, 1:1



CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

SCALE: 1" = 100'
 U.S. SURVEY FEET

UTILITY EASEMENT AGREEMENT
(STERLING RANCH METROPOLITAN DISTRICT # 1)

For and in consideration of the sum of five Dollars (\$ 5.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MORLEY-BENTLEY INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 20 BOULDER CRESCENT, SUITE 100, COLORADO SPRINGS, CO 80903 (the "Grantor"), hereby grants, bargains, sells and conveys to the STERLING RANCH METROPOLITAN DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Diversified Association Management, 4325 N. Nevada Ave., #100, Colorado Springs, Colorado 80907 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in El Paso County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,

use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

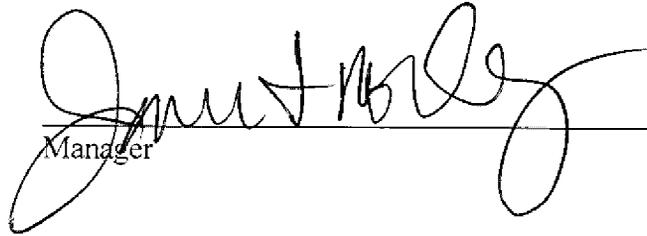
10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of El Paso County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

DISTRICT:
STERLING RANCH METROPOLITAN DISTRICT # 1

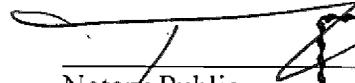


Manager

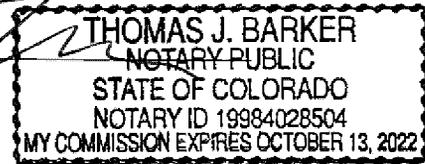
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me on this 27th day of AUGUST 2020, by
JAMES MORLEY as Manager of the STERLING RANCH METROPOLITAN
DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]



Notary Public



My commission expires 10/13/22

EXHIBIT A

The Premises



JOB NO. 1185.00-12M-B
AUGUST 18, 2020
PAGE 1 OF 2

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

EXHIBIT A

LEGAL DESCRIPTION: PUBLIC UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY NO. 5 REBAR FLUSH WITH THE GROUND AND AT THE EASTERLY END BY A 1-1/2" ORANGE PLASTIC SURVEYORS CAP STAMPED "MS CIVIL 32820" FLUSH WITH THE GROUND, IS ASSUMED TO BEAR S88°38'55"W, A DISTANCE OF 149.35 FEET.

A STRIP OF LAND 30.00 FEET IN WIDTH LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S03°13'24"W, A DISTANCE OF 3947.86 FEET TO THE POINT OF BEGINNING;

THENCE S87°32'03"W, A DISTANCE OF 91.38 FEET;

THENCE S20°13'38"W, A DISTANCE OF 297.07 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 29°38'56", A RADIUS OF 200.00 FEET AND A DISTANCE OF 103.49 FEET TO A POINT OF TANGENT;

THENCE S49°52'34"W, A DISTANCE OF 405.70 FEET;

THENCE S75°08'07"W, A DISTANCE OF 12.66 FEET TO THE POINT OF TERMINUS.

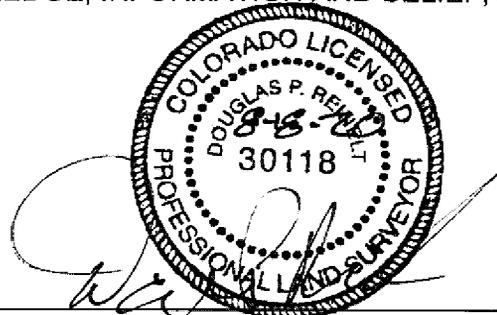
FROM WHENCE THE POINT OF BEGINNING BEARS N42°20'45"E, A DISTANCE OF 853.98 FEET.

EXCEPTING ANY PORTION LYING WITHIN PARCEL B AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100607 RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 16,926 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

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



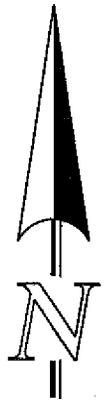
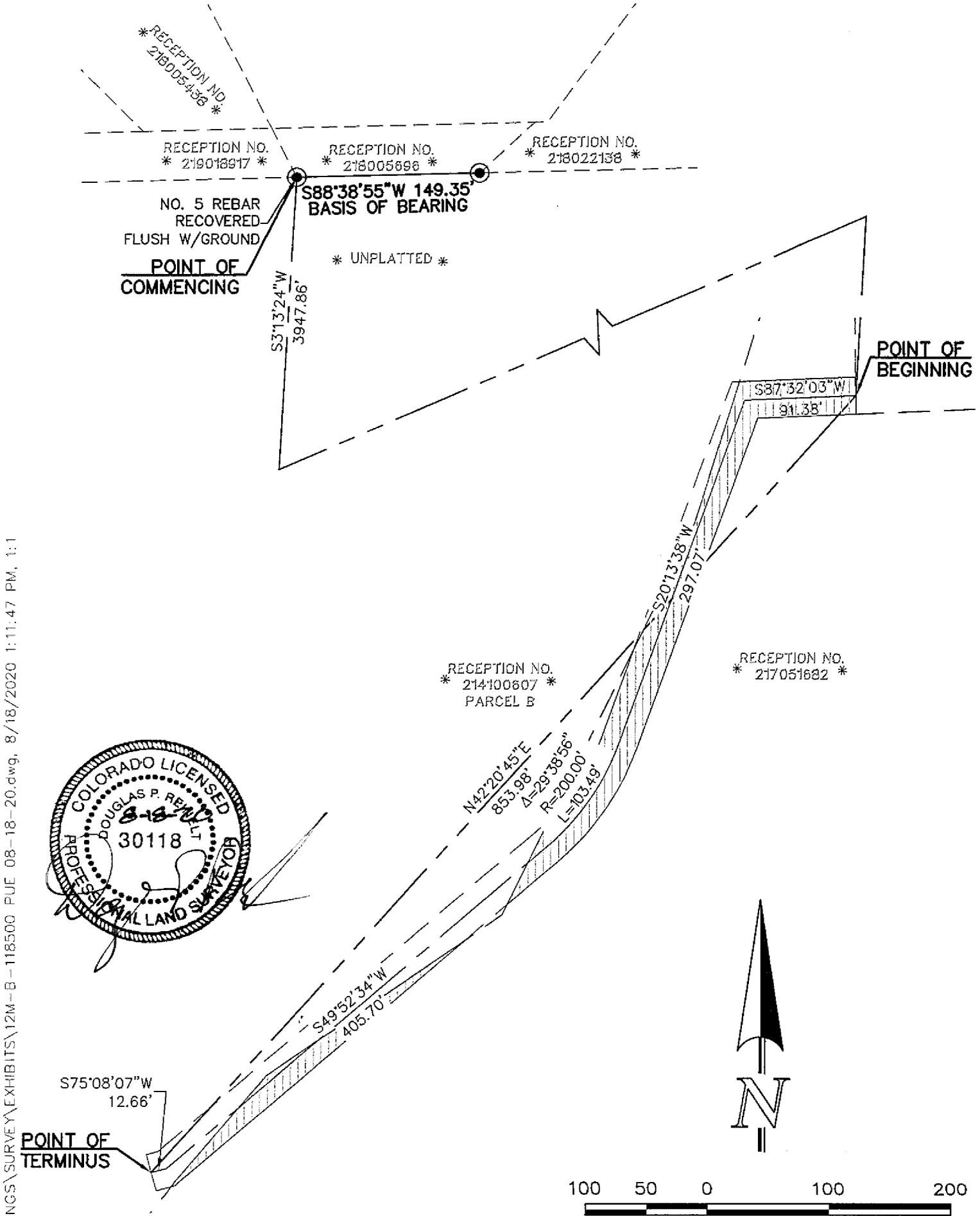
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

AUGUST 18, 2020
DATE



UTILITY EASEMENT
 JOB NO. 1185.00-12M-B
 AUGUST 18, 2020
 SHEET 2 OF 2

619 North Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)



N:\118500\DRAWINGS\SURVEY\EXHIBITS\12M-B-118500 PUE 08-18-20.dwg, 8/18/2020 1:11:47 PM, 1:1

ACCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

SCALE: 1" = 100'
 U.S. SURVEY FEET

UTILITY EASEMENT AGREEMENT
(STERLING RANCH METROPOLITAN DISTRICT # 1)

For and in consideration of the sum of one Dollars (\$ 1 .00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MORLEY-BENTLEY INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 20 BOULDER CRESCENT, SUITE 100, COLORADO SPRINGS, CO 80903 (the "Grantor"), hereby grants, bargains, sells and conveys to the STERLING RANCH METROPOLITAN DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Diversified Association Management, 4325 N. Nevada Ave., #100, Colorado Springs, Colorado 80907 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in El Paso County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,

use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of El Paso County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

DISTRICT:
STERLING RANCH METROPOLITAN DISTRICT # 1



Manager

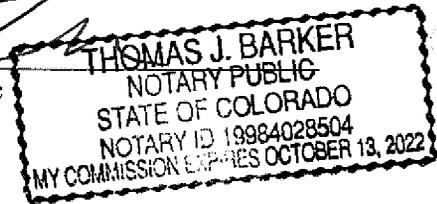
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me on this 27th day of AUGUST 2020 by
JAMES MARLEY as Manager of the STERLING RANCH METROPOLITAN
DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]



Notary Public



My commission expires 10/13/22

EXHIBIT A

The Premises



619 North Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719)785-0790 (719)785-0799(fax)

JOB NO. 1185.00-16
AUGUST 19, 2020
PAGE 1 OF 3

EXHIBIT A
LEGAL DESCRIPTION: UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

A STRIP OF LAND 30.00 FEET IN WIDTH LYING 30.00 SOUTH OF THE FOLLOWING DESCRIBED BASELINE.

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N44°16'01"E, A DISTANCE OF 3748.96 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 217105378 SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N88°38'53"E, ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 217105378 BEING ALSO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, A DISTANCE OF 890.83 FEET TO THE NORTHEAST CORNER OF A 30 FOOT EASEMENT RECORDED UNDER RECEPTION NO. 214021314 SAID POINT BEING THE POINT OF TERMINUS;

EXTENDING AND/OR SHORTENING THE SIDELINES TO COMMENCE ON THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 217105378 BEING ALSO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 AND TO TERMINATE ON THE EASTERLY LINE OF SAID 30 FOOT EASEMENT RECORDED UNDER RECEPTION NO. 214021314;

CONTAINING A CALCULATED AREA OF 0.613 ACRES.

LEGAL DESCRIPTION STATEMENT:

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



[Handwritten signature]

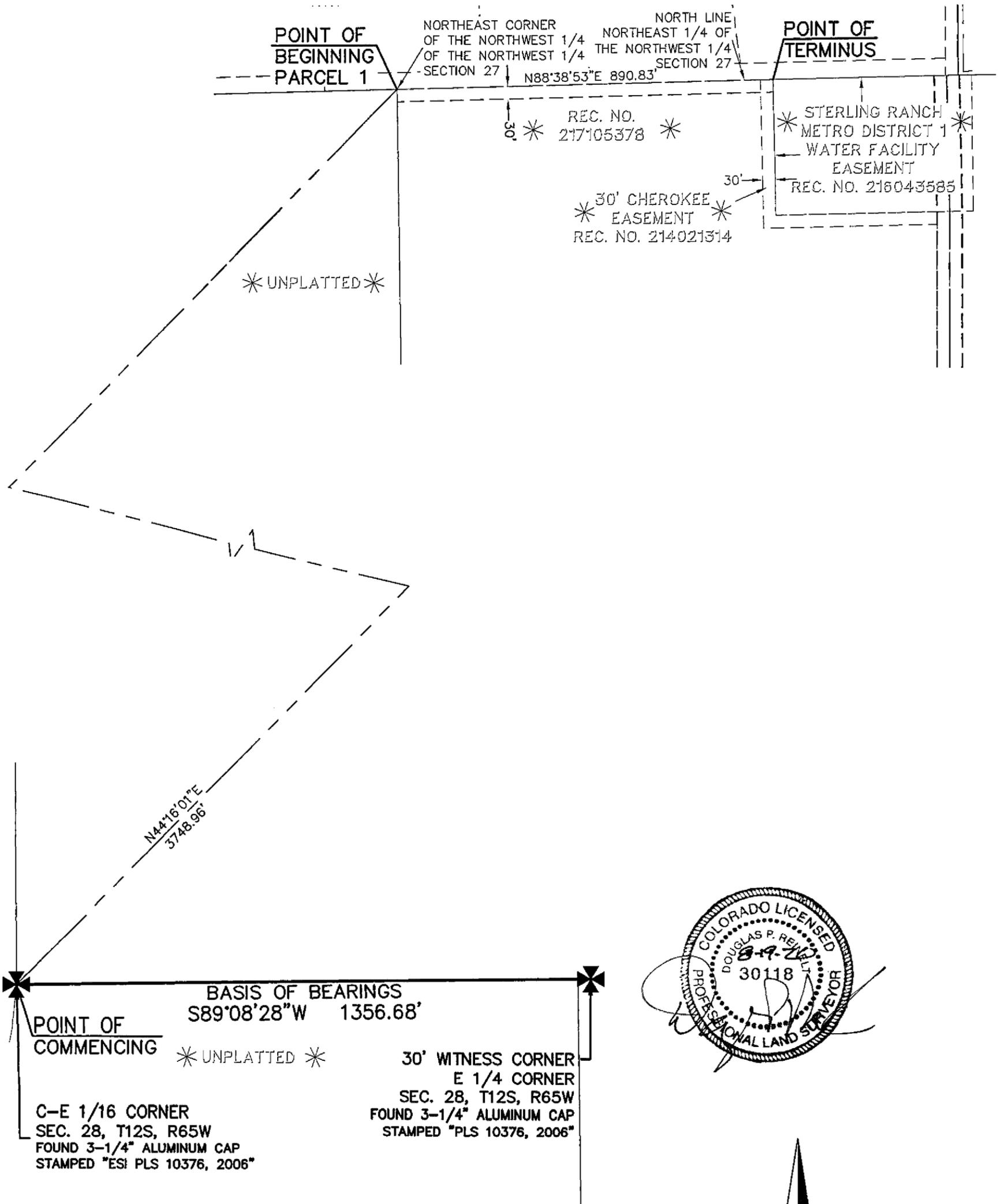
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

August 19, 2020
DATE



619 N. Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

THE RETREAT AT TIMBERRIDGE
 FIL. NO. 1
 UTILITY EASEMENT
 JOB NO. 1185.00-16
 AUGUST 19, 2020
 SHEET 3 OF 3



SCALE: 1" = 250'
 U.S. SURVEY FEET

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

N:\118500\DRAWINGS\SURVEY\EXHIBITS\16-118500-UTILITY-ESMT-20-08-10.dwg, 8/19/2020, 1:44:14 PM, 1:1

UTILITY EASEMENT AGREEMENT
(STERLING RANCH METROPOLITAN DISTRICT # 1)

For and in consideration of the sum of one Dollars (\$ 1.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, TIMBERRIDGE DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 2138 FLYING HORSE CLUB DRIVE, COLORADO SPRINGS, CO 80921 (the "Grantor"), hereby grants, bargains, sells and conveys to the STERLING RANCH METROPOLITAN DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Diversified Association Management, 4325 N. Nevada Ave., #100, Colorado Springs, Colorado 80907 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in El Paso County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,

use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of El Paso County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Easement this 27 day of August 2020

GRANTOR:

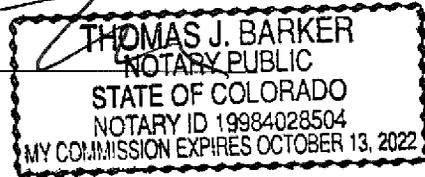
[Handwritten Signature]

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

Subscribed and sworn to before me on this 27th day of AUGUST 2020, by DOUGLAS STIMPE.

[SEAL]

[Handwritten Signature]
Notary Public



My commission expires 10/13/22

DISTRICT:
STERLING RANCH METROPOLITAN DISTRICT # 1



Manager

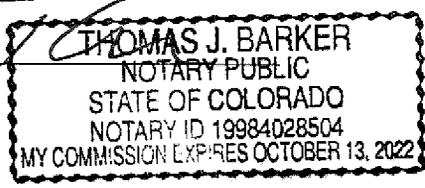
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me on this 27th day of AUGUST 2020, by JAMES MORLEY as Manager of the STERLING RANCH METROPOLITAN DISTRICT # 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]



Notary Public



My commission expires 10/13/22

EXHIBIT A

The Premises



619 North Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719)785-0790 (719)785-0799(fax)

JOB NO. 1185.00-15
AUGUST 19, 2020
PAGE 1 OF 3

EXHIBIT A

LEGAL DESCRIPTION: UTILITY EASEMENT

A (3) THREE PARCELS OF LAND BEING A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

PARCEL 1

A STRIP OF LAND 50.00 FEET IN WIDTH LYING 25.00 EACH SIDE THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N69°03'05"E, A DISTANCE OF 1999.40 FEET TO THE POINT OF BEGINNING;

THENCE N36°37'30"E, A DISTANCE OF 270.38 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 18°37'30", A RADIUS OF 800.00 FEET AND A DISTANCE OF 260.05 TO A POINT OF TANGENT;
THENCE N18°00'00"E, A DISTANCE OF 211.15 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 25°58'19", A RADIUS OF 500.00 FEET AND A DISTANCE OF 226.65 FEET TO A POINT OF REVERSE CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 24°48'19", A RADIUS OF 300.00 FEET AND A DISTANCE OF 129.88 FEET TO A POINT OF TANGENT;
THENCE N16°50'00"E, A DISTANCE OF 266.24 FEET TO THE POINT OF TERMINUS;

FROM WHENCE THE POINT OF BEGINNING BEARS S19°48'30"W, A DISTANCE OF 1333.94 FEET.

CONTAINING A CALCULATED AREA OF 1.566 ACRES.

PARCEL 2

A STRIP OF LAND 60.00 FEET IN WIDTH LYING 30.00 EACH SIDE THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE POINT OF TERMINUS PARCEL 1 HEREIN DESCRIBED;

THENCE S73°10'00"E, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;

THENCE N73°10'00"W, A DISTANCE OF 99.40 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 71°50'00", A RADIUS OF 400.00 FEET AND A DISTANCE OF 501.49 FEET TO A POINT OF TANGENT; THENCE N01°20'00"W, A DISTANCE OF 292.28 FEET TO THE POINT OF TERMINUS;

FROM WHENCE THE POINT OF COMMENCING BEARS S27°15'01"E, A DISTANCE OF 769.84 FEET;

EXCEPTING ANY PORTION LYING WITHIN PARCEL 1.

CONTAINING A CALCULATED AREA OF 1.196 ACRES.

PARCEL 3

A STRIP OF LAND 30.00 FEET IN WIDTH LYING 15.00 EACH SIDE THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE POINT OF TERMINUS PARCEL 2, SAID POINT BEING THE POINT OF BEGINNING;

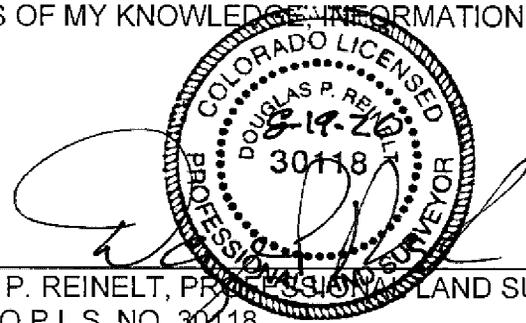
THENCE N88°38'55"E, A DISTANCE OF 650.30 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 217105378 SAID POINT BEING ALSO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 SAID POINT BEING THE POINT OF TERMINUS;

EXTENDING AND/OR SHORTENING THE SIDELINES TO COMMENCE ON THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF PARCEL 2 HEREIN DESCRIBED AND TO TERMINATE ON SAID WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 21710378 BEING ALSO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27;

CONTAINING A CALCULATED AREA OF 0.448 ACRES.

LEGAL DESCRIPTION STATEMENT:

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



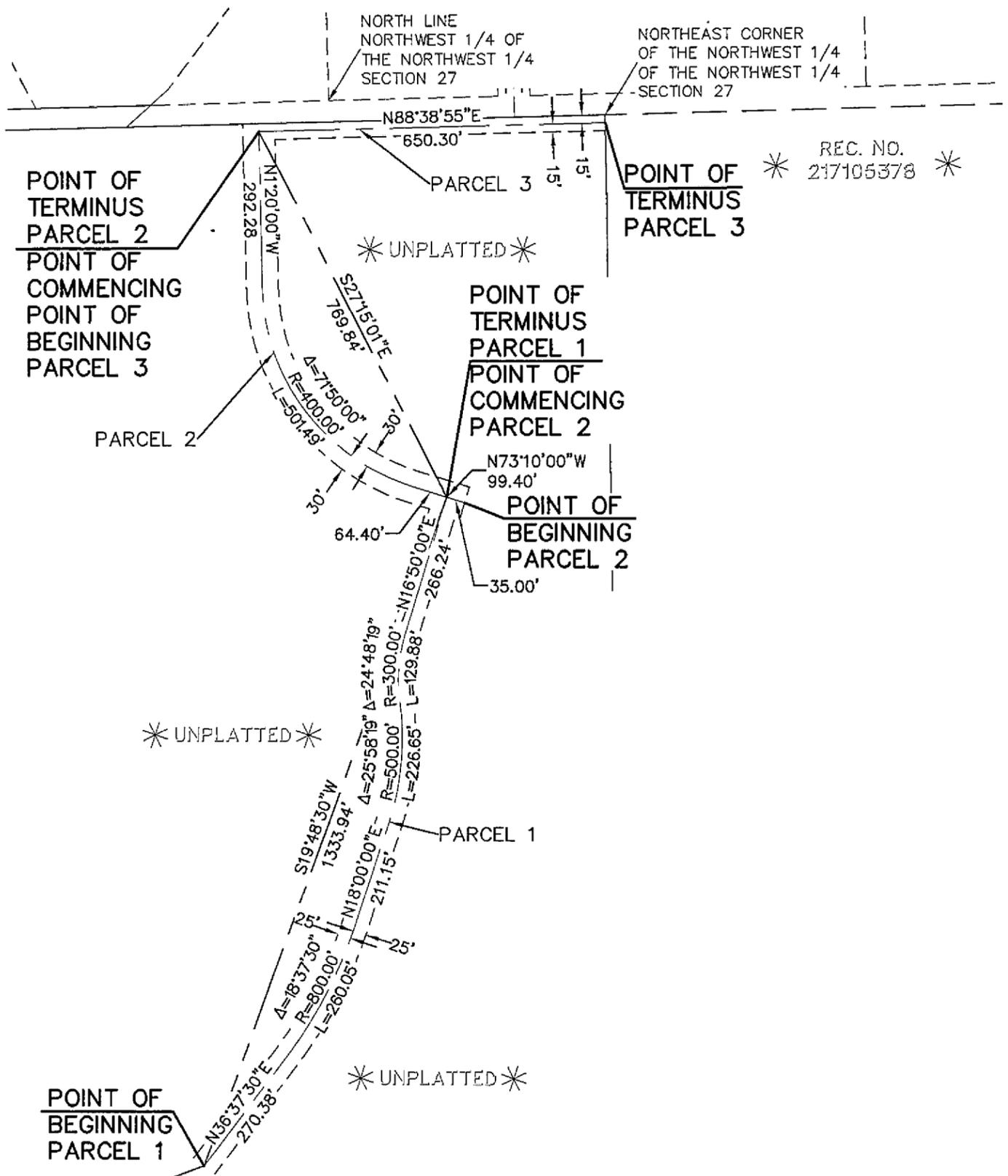
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

August 19, 2020
DATE

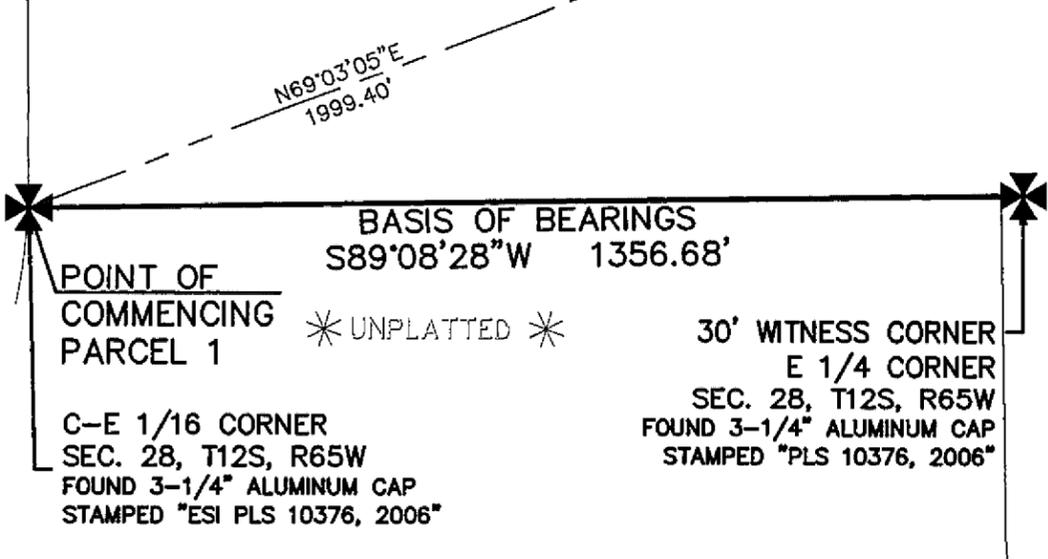


619 N. Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

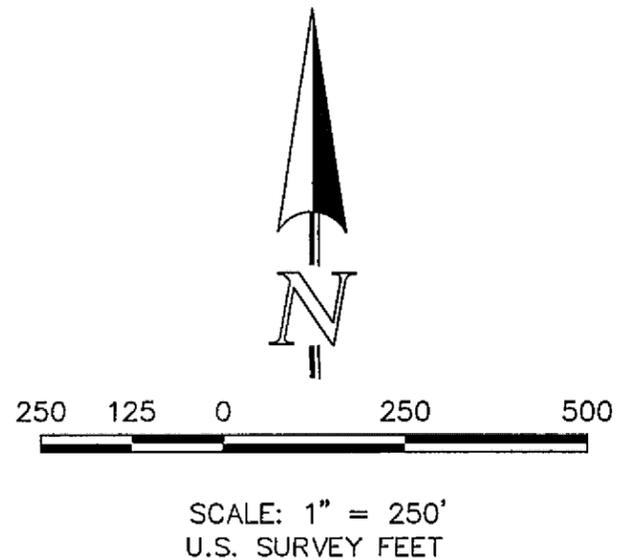
THE RETREAT AT TIMBERRIDGE
 FIL. NO. 1
 UTILITY EASEMENT
 JOB NO. 1185.00-15
 AUGUST 19, 2020
 SHEET 3 OF 3



REC. NO.
 217105378



CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.



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JOB NO. 1185.00-14M-B
AUGUST 18, 2020
PAGE 1 OF 2

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

EXHIBIT A

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PORTION OF SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY NO. 5 REBAR FLUSH WITH THE GROUND AND AT THE EASTERLY END BY A 1-1/2" ORANGE PLASTIC SURVEYORS CAP STAMPED "MS CIVIL 32820" FLUSH WITH THE GROUND, IS ASSUMED TO BEAR S88°38'55"W, A DISTANCE OF 149.35 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S05°14'30"W, A DISTANCE OF 2651.08 FEET TO THE POINT OF BEGINNING;

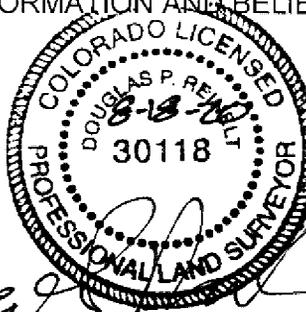
THENCE S00°53'18"E, A DISTANCE OF 219.94 FEET;
THENCE S89°06'42"W, A DISTANCE OF 110.00 FEET;
THENCE N30°12'50"W, A DISTANCE OF 252.41 FEET;
THENCE N89°08'28"E, A DISTANCE OF 233.62 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION LYING WITHIN PARCEL B AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100607 RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 19,519 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

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



Douglas P. Reinelt

DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

AUGUST 18, 2020
DATE

*THIS IS A TEMPORARY CONSTRUCTION EASEMENT OVER THE
PROPERTY DESCRIBED. THE TEMPORARY CONSTRUCTION
EASEMENT EXPIRES ON DECEMBER 31, 2021*

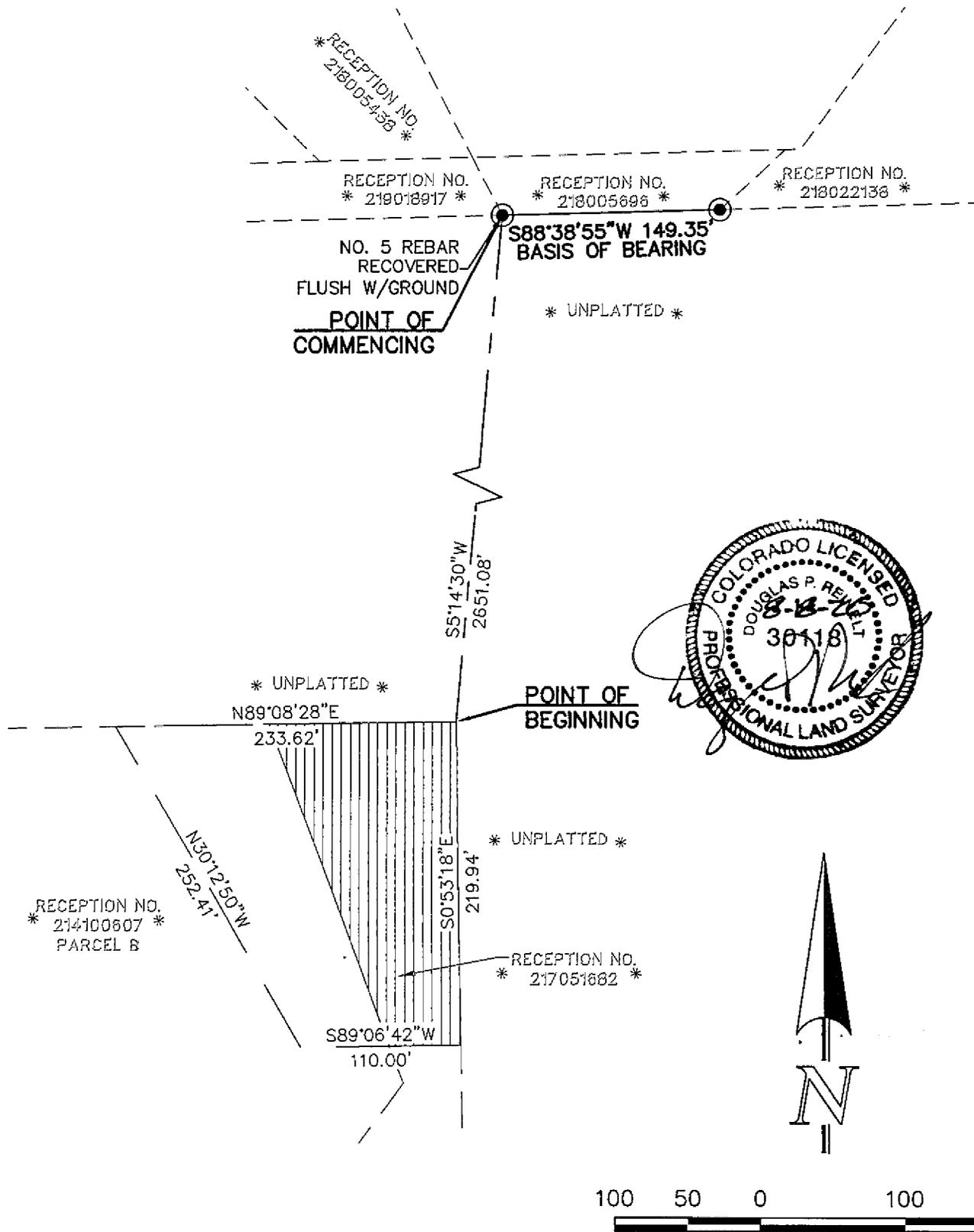
*MORLEY BEATLEY INVESTMENT, LLC
8/28/2020*



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 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

TEMPORARY CONSTRUCTION
 EASEMENT
 JOB NO. 1185.00-14M-B
 AUGUST 18, 2020
 SHEET 2 OF 2

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SCALE: 1" = 100'
 U.S. SURVEY FEET

CLASSIC CONSULTING, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.



JOB NO. 1185.00-14SR LAND
AUGUST 18, 2020
PAGE 1 OF 2

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

EXHIBIT A

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PORTION OF SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY NO. 5 REBAR FLUSH WITH THE GROUND AND AT THE EASTERLY END BY A 1-1/2" ORANGE PLASTIC SURVEYORS CAP STAMPED "MS CIVIL 32820" FLUSH WITH THE GROUND, IS ASSUMED TO BEAR S88°38'55"W, A DISTANCE OF 149.35 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S05°14'30"W, A DISTANCE OF 2651.08 FEET TO THE POINT OF BEGINNING;

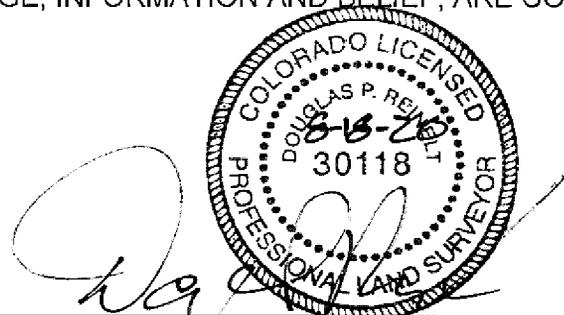
THENCE S00°53'18"E, A DISTANCE OF 219.94 FEET;
THENCE S89°06'42"W, A DISTANCE OF 110.00 FEET;
THENCE N30°12'50"W, A DISTANCE OF 252.41 FEET;
THENCE N89°08'28"E, A DISTANCE OF 233.62 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION LYING WITHIN A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 217051682 RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 18,275 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

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



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

AUGUST 18, 2020
DATE

THIS IS A TEMPORARY CONSTRUCTION EASEMENT OVER THE PROPERTY DESCRIBED. THE TEMPORARY CONSTRUCTION EASEMENT EXPIRES ON DECEMBER 31, 2021.

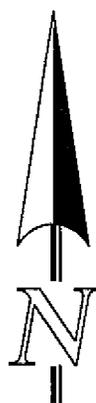
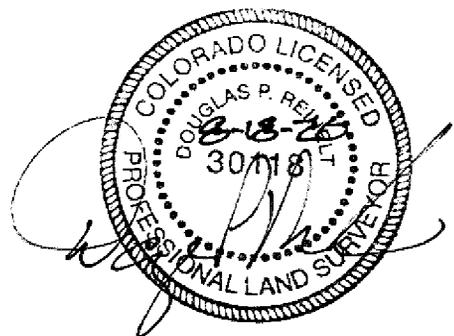
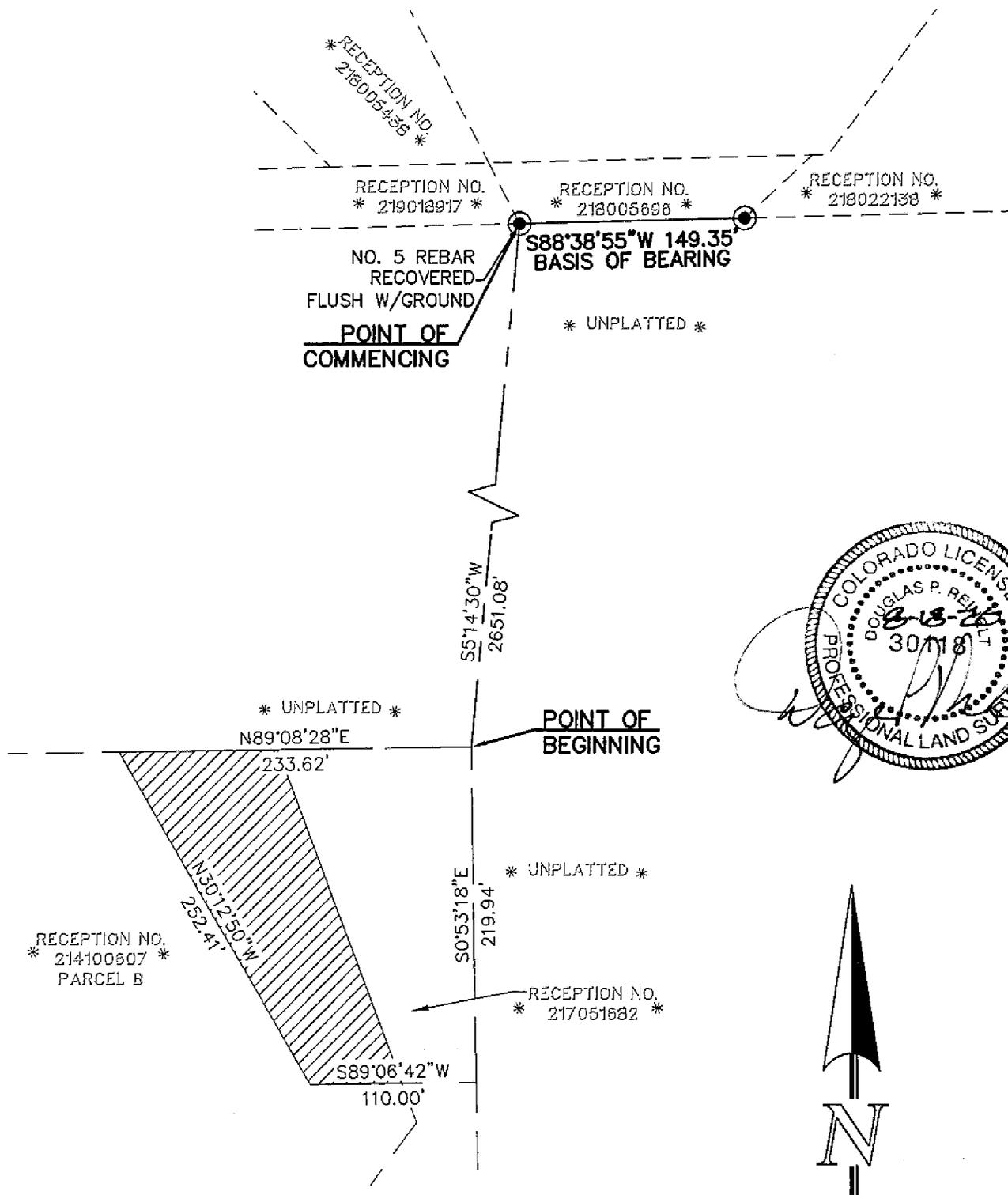
*S.R. LAND, LLC
Dawn H. Kelly 8/28/2020*



619 North Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

TEMPORARY CONSTRUCTION
 EASEMENT
 JOB NO. 1185.00-14SR LAND
 AUGUST 18, 2020
 SHEET 2 OF 2

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SCALE: 1" = 100'
 U.S. SURVEY FEET

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