

DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT

This DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT (the “**Agreement**”) is entered into as of June 14, 2023 (the “**Effective Date**”), by and between CLASSIC SRJ LAND, LLC (“**Grantor**”) and STERLING RANCH METROPOLITAN DISTRICT NO. 3, a political subdivision of the State of Colorado (“**Grantee**”).

RECITALS

A. Grantor is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein (“**Grantor’s Property**”);

B. Grantee desires to access Grantor’s Property in order to complete construction of drainage improvements on Grantor’s Property and Grantor agrees to grant to Grantee an easement in order for Grantee to complete construction of said drainage improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE I GRANT OF EASEMENT

1.1 Access. Grantor hereby grants to Grantee and its duly authorized agents, consultants, and independent contractors (collectively, “**Representatives**”) a nonexclusive perpetual easement to enter and to cross all of that part of the Grantor’s Property that may be reasonably necessary for Grantee to conduct grading, construction, and maintenance of drainage improvements on Grantor’s Property, as more particularly described and depicted on Exhibit B (“**Easement Area**”).

1.2 Construction. Grantor hereby grants Grantee and its Representative’s an easement to conduct construction and grading activities reasonably necessary to complete the construction of drainage improvements in the Easement Area and to own, operate, repair, replace, and maintain the drainage improvements in the Easement Area.

1.3 Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor’s Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the easement rights granted herein and Grantee’s construction activities described above.

ARTICLE II MAINTENANCE AND REPAIR

2.1 Maintenance & Repair. All costs and expenses of Grantee related to Grantee’s grading and construction activities described above shall be at Grantee’s sole expense. Grantee shall not suffer or permit to be enforced against Grantor’s Property any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from Grantee or its Representatives use of Grantor’s Property.

2.2 Damage to Drainage Improvements. If Grantor's use of Grantor's Property, including the use by Grantor's agents or assigns, results in any damage or destruction to the Grantee's drainage improvements described herein, such damage shall be repaired by Grantor, at Grantor's expense, to its original condition prior to such damage or destruction. All such repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. If Grantor fails to repair any such damage as provided in this Agreement, Grantee shall have the right to repair the same after five (5) days prior written notice to Grantor, in which event all Grantee's costs and expenses associated with such repair and replacement shall be paid to it by Grantor within ten (10) days after Grantee providing notice to Grantor of such costs. Grantor's failure to pay such cost shall entitle Grantee to a lien upon the Grantor's Property.

ARTICLE III INDEMNIFICATION & INSURANCE

3.1 Indemnification.

(a) Grantee shall indemnify, hold harmless and defend Grantor, their respective heirs, personal representatives, successors and assigns from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising from or related to any injury to person or property occurring during Grantee's use of the rights granted herein arising out of the negligence, acts, omissions or conduct of Grantee.

(b) Grantor shall indemnify, hold harmless and defend Grantee, their respective heirs, personal representatives, successors and assigns from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising from or related to any injury to person or property occurring during Grantee's use of the rights granted herein arising out of the negligence, acts, omissions or conduct of Grantor.

3.2 Insurance. Grantee shall maintain liability insurance with a combined single limit of coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00), or such greater amount as may be customary at the time, to insure against any claims for injury to person or property related to the use of the easements rights granted herein, and listing Grantor as additional insureds. A certificate of insurance evidencing such coverage shall be provided upon request by Grantor or their representatives, and should the performance, and thus the obligation to provide insurance extend beyond one fiscal year, the Grantee's funding of this obligation shall be subject annual appropriation in conformance with Article X, § 20 of the Colorado Constitution ("TABOR"). Grantee shall be responsible for requiring that any person or entity doing any work in the Easement Area by, or at the request of Grantee, has in force and effect a commercial general liability policy in an amount not less than \$1,000,000.00 (or such greater amount as may be customary at the time) and worker's compensation insurance for all persons performing any construction in the Easements, which also names the above parties as additional insureds. Grantee does not waive any of the immunities, limitations of liability and protections of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

ARTICLE IV ENFORCEMENT

4.1 General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.

4.3 Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.

4.4 Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

4.5 No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

ARTICLE V BINDING EFFECT

5.1 Easement Runs with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

5.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, representatives, successors and assigns.

ARTICLE VI MISCELLANEOUS

6.1 Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

6.2 Further Assurances. Each party hereto agrees to execute and deliver any and all such further documents, agreements and instruments, and take such further actions, that the other party may reasonably request in order to effectuate the purposes contemplated by this Agreement.

6.3 Notices. All notices provided for hereunder shall be deemed given and received (a) when personally delivered; (b) when delivered by email; or (c) forty-eight (48) hours after the same are deposited in the United States mail, postage prepaid, registered or certified mail,

return receipt requested, addressed to the applicable Party at the last known address of said Party, or at such other address as shall be designated by such Party in a written notice to the other Party.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the Effective Date.

GRANTOR:

Classic SRJ Land, LLC

[Signature]
Loren Moreland, V.P. of Manager

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 14th day of June, 2023, by Loren Moreland, V.P. of Manager, of **Classic SRJ Land, LLC**.



Christine R. Wise
Notary Public

GRANTEE:

STERLING RANCH METROPOLITAN DISTRICT NO. 3

[Signature]
Doug Stimple, President

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 14th day of June, 2023, by Doug Stimple, President of Sterling Ranch Metropolitan District No. 3.



Christine R. Wise
Notary Public

EXHIBIT A
(Grantor' Property)

THAT PORTION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEARINGS ARE RELATIVE TO NORTH AND ARE REFERENCED TO A PORTION OF THE EAST AND WEST CENTERLINE OF SAID SECTION 28. THE WEST END OF SAID CENTERLINE IS THE WEST QUARTER CORNER OF SAID SECTION 28 AND IS MONUMENTED WITH A 3 ¼ INCH ALUMINUM CAP MARKED WITH PLS NO. 4842. THE EAST END IS THE NORTHEAST CORNER OF JAYNES SUBDIVISION AND IS MONUMENTED WITH A NO. 4 REBAR WITH A PLASTIC CAP MARKED WITH PLS NO. 4842. SAID LINE BEARS N 89°45'22"E, 2428.08 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28, SAID CORNER MONUMENTED WITH A 3 ¼ INCH ALUMINUM CAP MARKED WITH PLS NO. 4842; THENCE N 89°45'22"E, ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 28 A DISTANCE OF 2428.08 FEET TO THE NORTHEAST CORNER OF SAID JAYNES SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING:

1. THENCE S 89°45'22"E, CONTINUING ALONG SAID EAST AND WEST CENTERLINE, 1457.61 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID VOLLMER ROAD AS DETERMINED BY AN EXISTING FENCE (THE FOLLOWING TWO COURSES ARE ALONG THE SAID WEST RIGHT-OF-WAY LINE);

2. THENCE S 10°11'12"W, 1114.56 FEET TO A SET NO.5 REBAR AND PLASTIC CAP MARKED WITH PLS NO.32439;

3. THENCE S 11°45'20"W, 1052.84 FEET TO A SET NO.5 REBAR AND PLASTIC CAP MARKED WITH PLS NO.32439;

4. THENCE S 89°45'22"W, 1217.67 FEET TO A SET NO. 5 REBAR AND PLASTIC CAP MARKED WITH PLS NO.32439 AT THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 1, JAYNES SUBDIVISION AS DETERMINED BY FOUND MONUMENTATION;

5. THENCE N 0°15'34"W, 598.01 FEET TO A NO. 4 REBAR AND PLASTIC CAP MARKED WITH PLS NO. 4842 AT THE SOUTHEAST CORNER OF SAID LOT 1;

6. THENCE N 0°15'34"W, CONTINUING ALONG SAID EAST LINE, 544.49 FEET TO THE POINT OF BEGINNING.

Also known by El Paso County Tax Schedule Number: 5228000025

EXHIBIT B
(Easement Area - Attached)



J·R ENGINEERING

DRAINAGE EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NO. 210133889 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN SOUTHEAST QUARTER OF SECTION 28, 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 N46°44'44"W A DISTANCE OF 2,248.51 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

1. N00°45'39"E A DISTANCE OF 131.89 FEET;
2. N89°14'21"W A DISTANCE OF 5.00 FEET;
3. N00°45'39"E A DISTANCE OF 20.00 FEET;
4. S89°14'21"E A DISTANCE OF 25.00 FEET;
5. S00°45'39"W A DISTANCE OF 20.00 FEET;
6. N89°14'21"W A DISTANCE OF 5.00 FEET;
7. S00°45'39"W A DISTANCE OF 50.75 FEET, TO A POINT ON THE WESTERLY LINE RIGHT-OF-WAY LINE OF SAID VOLLMER ROAD;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S11°14'04"W A DISTANCE OF 82.52 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,870 SQUARE FEET OR 0.0429 ACRES.

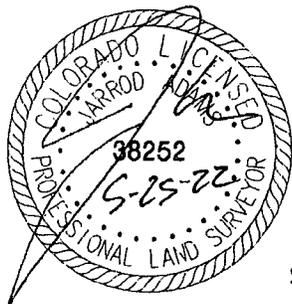
PROPERTY DESCRIPTION STATEMENT

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.

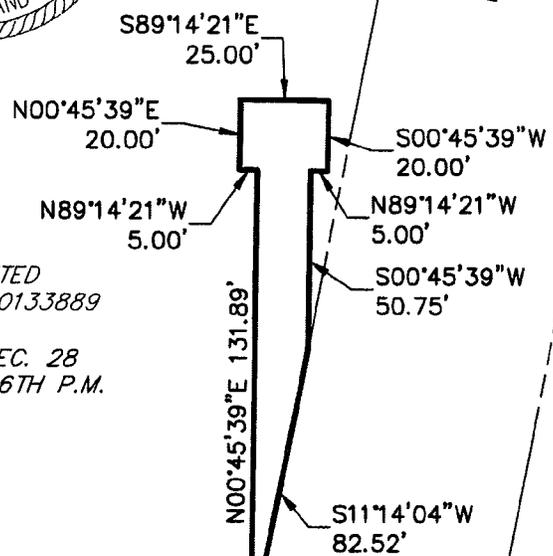
JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT C



VOLLMER ROAD



UNPLATTED
REC. NO. 210133889

SE 1/4, SEC. 28
T.12S R.65W 6TH P.M.



UNPLATTED
REC. NO. 211001958

GRANT OF RIGHT-OF-WAY
REC. NO. 220194548

POINT OF COMMENCEMENT
NE COR. SEC. 33
T.12S, R.65W, 6TH P.M.
RECOVERED 3.25" ALUMINUM CAP
STAMPED "LS 10376 2006"

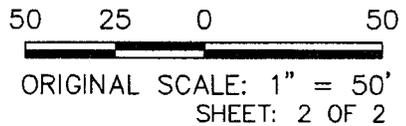
UNPLATTED
REC. NO. 211001958

BASIS OF BEARINGS
E. LINE, SEC. 33
S01°30'51"W 5268.56'

SE COR. SEC. 33
T.12S, R.65W, 6TH P.M.
RECOVERED 2.5" ALUMINUM
CAP STAMPED "LS 11624"

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

DRAINAGE EASEMENT
STERLING RANCH
PROJECT NO.: 25188.00
DATE: 5/23/2022



Centennial 303-740-9393 • Colorado Springs 719-583-2593
Fort Collins 970-491-9688 • www.jrengineering.com

DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT

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RECITALS

A. Grantor is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein (“**Grantor’s Property**”);

B. Grantee desires to access Grantor’s Property in order to complete construction of drainage improvements on Grantor’s Property and Grantor agrees to grant to Grantee an easement in order for Grantee to complete construction of said drainage improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE I GRANT OF EASEMENT

1.1 Access. Grantor hereby grants to Grantee and its duly authorized agents, consultants, and independent contractors (collectively, “**Representatives**”) a nonexclusive perpetual easement to enter and to cross all of that part of the Grantor’s Property that may be reasonably necessary for Grantee to conduct grading, construction, and maintenance of drainage improvements on Grantor’s Property, as more particularly described and depicted on Exhibit B (“**Easement Area**”).

1.2 Construction. Grantor hereby grants Grantee and its Representative’s an easement to conduct construction and grading activities reasonably necessary to complete the construction of drainage improvements in the Easement Area and to own, operate, repair, replace, and maintain the drainage improvements in the Easement Area.

1.3 Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor’s Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the easement rights granted herein and Grantee’s construction activities described above.

ARTICLE II MAINTENANCE AND REPAIR

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2.2 Damage to Drainage Improvements. If Grantor's use of Grantor's Property, including the use by Grantor's agents or assigns, results in any damage or destruction to the Grantee's drainage improvements described herein, such damage shall be repaired by Grantor, at Grantor's expense, to its original condition prior to such damage or destruction. All such repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. If Grantor fails to repair any such damage as provided in this Agreement, Grantee shall have the right to repair the same after five (5) days prior written notice to Grantor, in which event all Grantee's costs and expenses associated with such repair and replacement shall be paid to it by Grantor within ten (10) days after Grantee providing notice to Grantor of such costs. Grantor's failure to pay such cost shall entitle Grantee to a lien upon the Grantor's Property.

ARTICLE III INDEMNIFICATION & INSURANCE

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(b) Grantor shall indemnify, hold harmless and defend Grantee, their respective heirs, personal representatives, successors and assigns from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising from or related to any injury to person or property occurring during Grantee's use of the rights granted herein arising out of the negligence, acts, omissions or conduct of Grantor.

3.2 Insurance. Grantee shall maintain liability insurance with a combined single limit of coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00), or such greater amount as may be customary at the time, to insure against any claims for injury to person or property related to the use of the easements rights granted herein, and listing Grantor as additional insureds. A certificate of insurance evidencing such coverage shall be provided upon request by Grantor or their representatives, and should the performance, and thus the obligation to provide insurance extend beyond one fiscal year, the Grantee's funding of this obligation shall be subject annual appropriation in conformance with Article X, § 20 of the Colorado Constitution ("TABOR"). Grantee shall be responsible for requiring that any person or entity doing any work in the Easement Area by, or at the request of Grantee, has in force and effect a commercial general liability policy in an amount not less than \$1,000,000.00 (or such greater amount as may be customary at the time) and worker's compensation insurance for all persons performing any construction in the Easements, which also names the above parties as additional insureds. Grantee does not waive any of the immunities, limitations of liability and protections of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

ARTICLE IV ENFORCEMENT

4.1 General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.

4.3 Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.

4.4 Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

4.5 No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

ARTICLE V BINDING EFFECT

5.1 Easement Runs with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

5.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, representatives, successors and assigns.

ARTICLE VI MISCELLANEOUS

6.1 Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

6.2 Further Assurances. Each party hereto agrees to execute and deliver any and all such further documents, agreements and instruments, and take such further actions, that the other party may reasonably request in order to effectuate the purposes contemplated by this Agreement.

6.3 Notices. All notices provided for hereunder shall be deemed given and received (a) when personally delivered; (b) when delivered by email; or (c) forty-eight (48) hours after the same are deposited in the United States mail, postage prepaid, registered or certified mail,

return receipt requested, addressed to the applicable Party at the last known address of said Party, or at such other address as shall be designated by such Party in a written notice to the other Party.

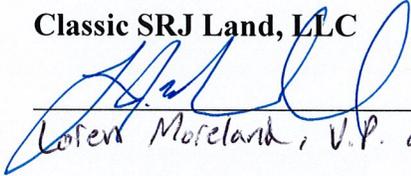
6.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the Effective Date.

GRANTOR:

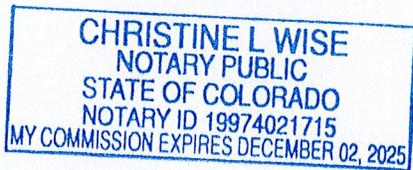
Classic SRJ Land, LLC



Loren Moreland, V.P. of Manager

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 14th day of June, 2023, by Loren Moreland, V.P. of Manager, of **Classic SRJ Land, LLC**.

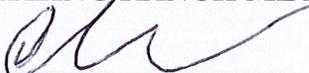




Notary Public

GRANTEE:

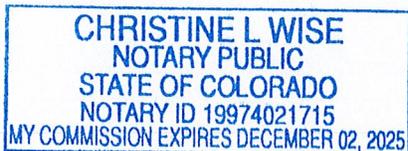
STERLING RANCH METROPOLITAN DISTRICT NO. 3



Doug Stimple, President

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 14th day of June, 2023, by Doug Stimple, President of Sterling Ranch Metropolitan District No. 3.





Notary Public

EXHIBIT A
(Grantor' Property)

THAT PORTION OF THE E 1/2 OF THE SW 1/4 AND THAT PORTION OF THE W 1/2 OF THE SE 1/4 OF SECTION 28 AND THAT PORTION OF THE E 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, LAYING NORTHWESTERLY OF THE EXISTING COUNTY ROAD (VOLLMER ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 28, SAID LINE ALSO BEING THE SOUTH LINE OF POCO ROAD AS DESCRIBED IN BOOK 2274 AT PAGE 314, SAID POINT ALSO BEING THE CENTER WEST 1/16 CORNER OF SAID SECTION 28, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS S 89°45'22"W (BEARING BASED ON THE LINE BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 28, MONUMENTED WITH A 3 ¼ INCH ALUMINUM CAP MARKED WITH PLS NO. 4842 AND THE NORTHWEST CORNER OF JAYNES SUBDIVISION, MONUMENTED WITH A NO.4 REBAR AND PLASTIC CAP MARKED WITH PLS NO.4842, SAID LINE BEARS N 89°45'22"E), A DISTANCE OF 1310.67 FEET; THENCE N 89° 45'22"E, ALONG SAID EAST-WEST CENTERLINE, A DISTANCE OF 717.48 FEET, TO THE NORTHWEST CORNER OF LOT 1, JAYNES SUBDIVISION (AS ESTABLISHED ON THAT PLAT OF JAYNES SUBDIVISION, FILED ON DECEMBER 20, 1984 IN THE EL PASO COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 1194948 IN PLAT BOOK X-3 AT PAGE 96); THENCE S 00°14'39"E, ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 544.41, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 89°46'02"E ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 400.10 FEET; THENCE S 00°15'34"E, A DISTANCE OF 598.01 FEET; THENCE N 89°45'22"E, A DISTANCE OF 1217.67 FEET TO A POINT ON THE APPARENT NORTHWESTERLY RIGHT OF LINE OF EXISTING VOLLMER ROAD; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF VOLLMER ROAD THE FOLLOWING FOUR (4) COURSES;

1. ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, WHOSE CENTER BEARS N 78° 14'10"W, HAVING A CENTRAL ANGLE OF 27°06'29" AND A RADIUS OF 603.83 FEET, A DISTANCE OF 285.69 FEET;
2. THENCE S 38°51'49"W, A DISTANCE OF 1375.53 FEET;
3. THENCE S 39°37'46"W, A DISTANCE OF 376.52 FEET;
4. THENCE S 41°07'37"W, A DISTANCE OF 1729.65 FEET, TO THE INTERSECTION OF SAID NORTHWESTERLY RIGHT OF WAY LINE AND THE WEST LINE OF THE SAID E ½ OF THE NW ¼ OF SAID SECTION 33

THENCE N 00°25'04"E ALONG SAID WEST LINE OF THE SAID E ½ OF THE NW ¼ OF SAID SECTION 33, A DISTANCE OF 1440.99 FEET; THENCE N 00°14'40"E ALONG THE WEST LINE OF THE E ½ OF THE SW ¼ OF SAID SECTION 28, A DISTANCE OF 2611.39 FEET, TO THE POINT OF BEGINNING.

Also known by El Paso County Tax Schedule Number: 5228000024

EXHIBIT B
(Easement Area - Attached)



J-R ENGINEERING

DRAINAGE EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NO. 210133889 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN SOUTHEAST QUARTER OF SECTION 28, 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 N69°58'40"W A DISTANCE OF 2,250.91 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

1. N51°42'36"W A DISTANCE OF 12.79 FEET;
2. S38°17'24"W A DISTANCE OF 8.25 FEET;
3. N51°42'36"W A DISTANCE OF 24.00 FEET;
4. N38°17'24"E A DISTANCE OF 31.50 FEET;
5. S51°42'36"E A DISTANCE OF 24.00 FEET;
6. S38°17'24"W A DISTANCE OF 8.25 FEET;
7. S51°42'36"E A DISTANCE OF 12.80 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID VOLLMER ROAD;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S38°19'47"W A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 948 SQUARE FEET OR 0.0218 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

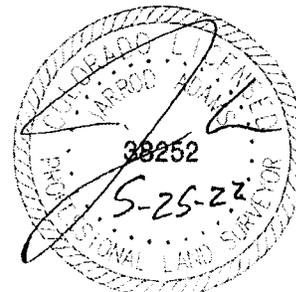
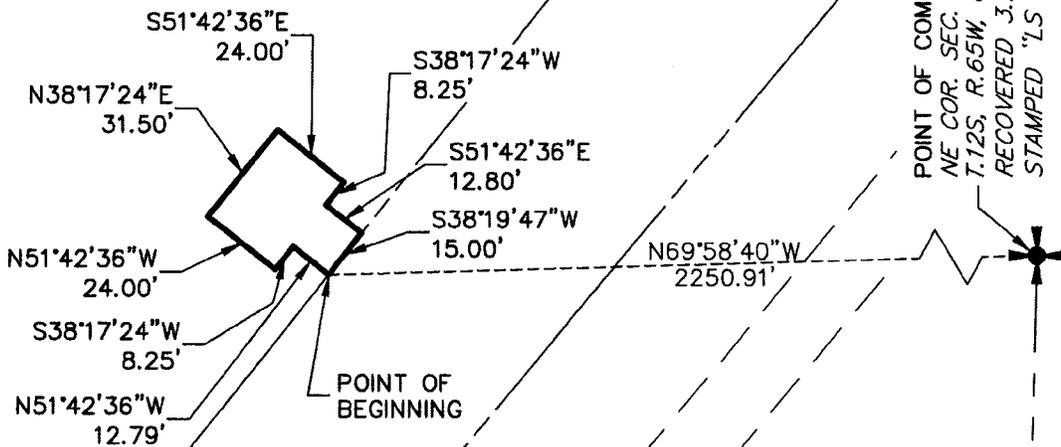


EXHIBIT C



SE 1/4, SEC. 28
T.12S R.65W 6TH P.M.

UNPLATTED
REC. NO. 210133889



POINT OF COMMENCEMENT
NE COR. SEC. 33
T.12S, R.65W, 6TH P.M.
RECOVERED 3.25" ALUMINUM CAP
STAMPED "LS 10376 2006"

BASIS OF BEARINGS
E. LINE, SEC. 33
S01°30'51"W 5268.56'

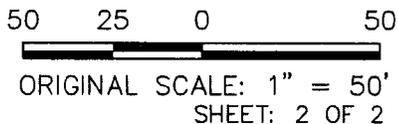
UNPLATTED
REC. NO. 211001958

GRANT OF RIGHT-OF-WAY
REC. NO. 220194548

SE COR. SEC. 33
T.12S, R.65W, 6TH P.M.
RECOVERED 2.5" ALUMINUM
CAP STAMPED "LS 11624"

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

DRAINAGE EASEMENT
STERLING RANCH
PROJECT NO.: 25188.00
DATE: 5/23/2022



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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE- Vollmer North Segment Grading and Drainage

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“AGREEMENT”) is made this ____ day of _____, 20____, between **Classic SRJ Land, LLC**, whose mailing address is 2138 Flying Horse Club Drive, Colorado Springs, CO 80921, hereinafter called the Grantor(s), for and in consideration of the sum of TEN DOLLARS and No Cents (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, whose address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Grantee”), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the end of the project, whichever comes first. The following is the described premises:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

This temporary construction easement is for the following purposes, which include but are not limited to: road construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket any disturbed area.

IN WITNESS WHEREOF, the Grantor(s) have executed this Temporary Construction Easement Agreement.

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Signature Page Follows



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

JOB NO. 1305.00-02
APRIL 4, 2023
PAGE 1 OF 3

LEGAL DESCRIPTION
(TEMPORARY CONSTRUCTION EASEMENT)

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL REFERENCES TO RECORDED DOCUMENTS BEING THOSE CERTAIN DOCUMENTS RECORDED IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER:

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 CENTER-EAST ONE-SIXTEENTH CORNER 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 N89°08'28"E, A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO:

THENCE S83°37'58"W, A DISTANCE OF 62.10 FEET TO THE SOUTHEASTERLY CORNER OF POCO ROAD SAID POINT BEING ALSO ON THE WESTERLY RIGHT OF WAY LINE OF VOLLMER ROAD,

THENCE ON THE WESTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD THE FOLLOWING TWO (2) COURSES:

1. THENCE S09°38'29"W, A DISTANCE OF 114.58 FEET;
2. THENCE S11°14'07"W, A DISTANCE OF 1,052.73 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED DECEMBER 22, 2010 UNDER RECEPTION NUMBER 210130715 SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ON THE WESTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD THE FOLLOWING FOUR (4) COURSES:

1. THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N78°41'41"W; HAVING A DELTA OF 27°06'29", A RADIUS OF 603.83 FEET AND DISTANCE OF 285.69 FEET TO A POINT ON CURVE;
2. THENCE S38°19'09"W, A DISTANCE OF 1,375.53 FEET;
3. THENCE S39°06'28"W, A DISTANCE OF 376.53 FEET;
4. THENCE S40°38'08"W, A DISTANCE OF 1,729.38 FEET TO A POINT ON THE EASTERLY BOUNDARY OF LOT 1 AS PLATTED IN WILDRIDGE SUBDIVISION II RECORDED IN PLAT BOOK J-3 AT PAGE 58;

THENCE N00°07'28"W, ON THE EASTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 38.32 FEET TO A LINE BEING 25.00 FEET WESTERLY OF AND PARALLEL WITH THE SAID WESTERLY RIGHT-OF-WAY OF VOLLMER ROAD;

THENCE NORTHEASTERLY, ON SAID PARALLEL LINE, THE FOLLOWING (4) FOUR COURSES:

1. THENCE N40°38'08"E, A DISTANCE OF 1,700.01 FEET;

2. THENCE N39°06'28"E, A DISTANCE OF 376.03 FEET;
3. THENCE N38°19'09"E, A DISTANCE OF 1,375.38 FEET TO A POINT ON CURVE;
4. THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N51°35'05"W, HAVING A DELTA OF 28°34'49", A RADIUS OF 578.83 FEET, AND A DISTANCE OF 268.53 FEET TO THE PREVIOUSLY CITED NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED DECEMBER 22, 2010 UNDER RECEPTION NUMBER 210130715;

THENCE N89°13'54"E, ON SAID NORTHERLY LINE, A DISTANCE OF 25.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION PRODUCES A CALCULATED AREA OF 93,596 SQ. FT. (2.149 ACRES) OF LAND, MORE OR LESS AND DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

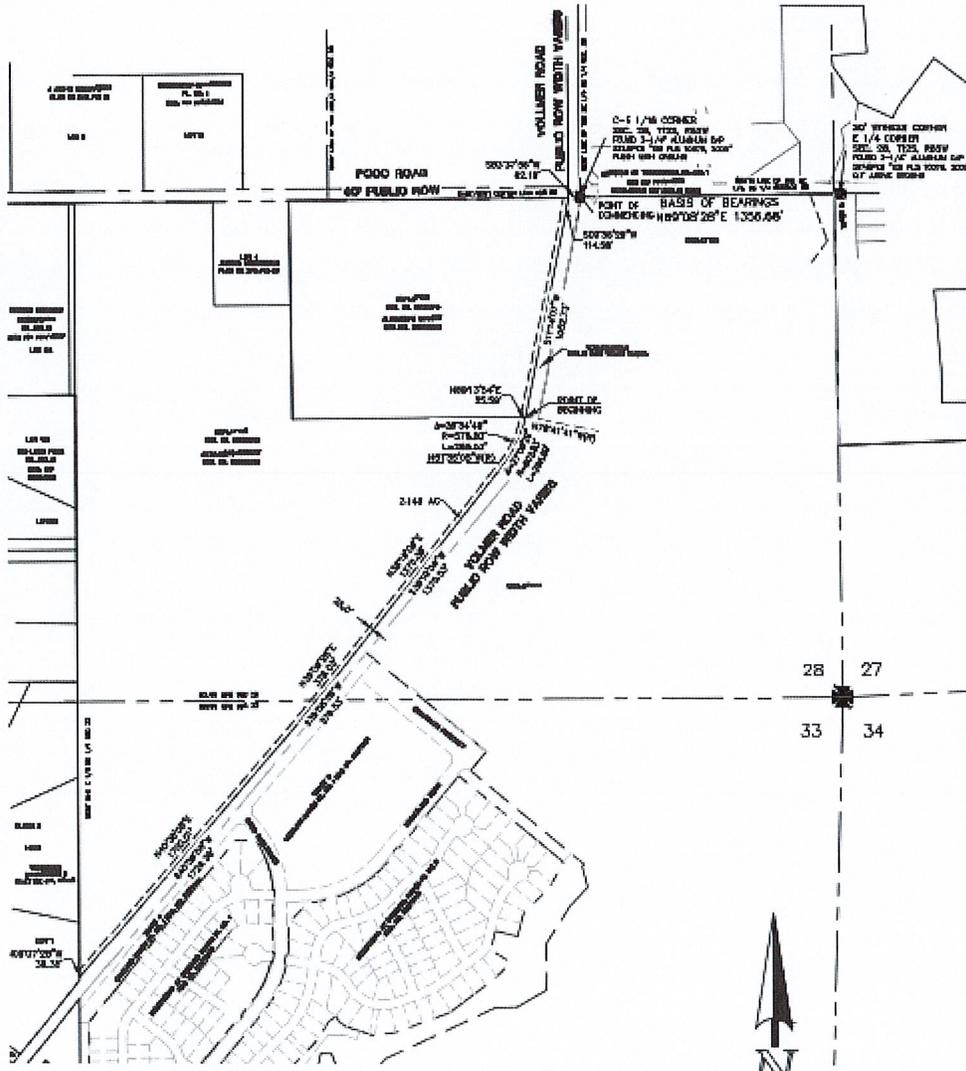
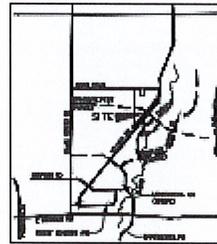


ROBERT L. MEADOWS JR., P.L.S. NO. 34977
FOR AND ON BEHALF OF
CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC

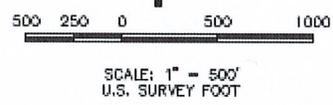


4700 N. Cascade Avenue, Suite 300
 Colorado Springs, Colorado 80903
 (719) 585-8700

TEMPORARY CONSTRUCTION EASEMENT
 JOB NO. 1305-02
 APRIL 4, 2023
 SHEET 3 OF 3



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.



H:\30500\DRAWINGS\SURVEY\LEGALS\02-25FT TEMP CONSTR ESMT\02-TEMP CONSTR ESMT.DWG

Kylie Corbelli

From: Kim Sandoval
Sent: Wednesday, May 17, 2023 8:52 PM
To: Kylie Corbelli; Classic AP
Subject: Fwd: Your Meta ads receipt (Account ID: 627509244974376)

Cos 63313

Kim Sandoval
Director of Corporate Marketing
Direct: 719.785.3309
Cell: 719.648.3714

Begin forwarded message:

From: Meta for Business <advertise-noreply@support.facebook.com>
Date: May 11, 2023 at 12:03:37 AM MDT
To: Kim Sandoval <vmdconnect@icloud.com>
Subject: Your Meta ads receipt (Account ID: 627509244974376)
Reply-To: noreply <noreply@facebookmail.com>

 Meta

Receipt for:
Kim Sandoval (627509244974376)

Transaction ID:
6100727940044915-12553905

Payment summary

Amount billed

\$110.59 USD

Date range

Apr 23, 2023, 12:00 AM - May 7, 2023, 11:59 PM

Billing reason

Ad spend since Apr 23, 2023.

Product type

Meta ads

Payment method

American Express · 1003

Reference number 

LNENP7DY2

Campaign	Results	Amount
Post: "April is #newhomemonth"	5,133 Impressions	\$38.89
[03/30/2023] Promoting Classic Homes	2,195 Impressions	\$46.70
Event: Classic Homes at Flying Horse Open House Weekend	2,244 Impressions	\$25.00
Campaign total		\$110.59
Total		\$110.59

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE- Vollmer North Segment Grading and Drainage

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“AGREEMENT”) is made this _____ day of _____, 20____, between **Classic SRJ Land, LLC**, whose mailing address is 2138 Flying Horse Club Drive, Colorado Springs, CO 80921, hereinafter called the Grantor(s), for and in consideration of the sum of TEN DOLLARS and No Cents (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, whose address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Grantee”), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the end of the project, whichever comes first. The following is the described premises:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

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That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket any disturbed area.

IN WITNESS WHEREOF, the Grantor(s) have executed this Temporary Construction Easement Agreement.

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Signature Page Follows



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

LEGAL DESCRIPTION:
(TEMPORARY CONSTRUCTION EASEMENT)

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL REFERENCES TO RECORDED DOCUMENTS BEING THOSE CERTAIN DOCUMENTS RECORDED IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER:

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COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S83°37'58"W, A DISTANCE OF 62.10 FEET TO THE SOUTHEASTERLY CORNER OF POCO ROAD SAID POINT BEING ALSO ON THE WESTERLY RIGHT OF WAY LINE OF VOLLMER ROAD, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ON THE WESTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD THE FOLLOWING TWO (2) COURSES:

1. THENCE S09°38'29"W, A DISTANCE OF 114.58 FEET;
2. THENCE S11°14'07"W, A DISTANCE OF 1,052.73 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED DECEMBER 22, 2010 UNDER RECEPTION NUMBER 210130714;

THENCE S89°13'54"W, ON SAID SOUTH LINE, A DISTANCE OF 25.59 FEET TO A POINT ON A LINE BEING 25.00 FEET WESTERLY OF AND PARALLEL WITH THE SAID WESTERLY RIGHT-OF-WAY OF VOLLMER ROAD, SAID POINT ALSO BEING A POINT ON CURVE;

THENCE NORTHEASTERLY, ON SAID PARALLEL LINE, THE FOLLOWING (3) THREE COURSES;

1. THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N78°09'53"W, HAVING A DELTA OF 00°31'42", A RADIUS OF 578.83 FEET, AND A DISTANCE OF 5.34 FEET;
2. THENCE N11°14'07"E, A DISTANCE OF 1,052.38 FEET;
3. THENCE N09°38'29"E, A DISTANCE OF 109.65 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID POCO ROAD;

THENCE N89°13'54"E, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID POCO ROAD, A DISTANCE OF 25.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION PRODUCES A CALCULATED AREA OF 29,182 SQ. FT. (0.670 ACRES) OF LAND MORE OR LESS AND DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.



ROBERT L. MEADOWS JR., P.L.S. NO. 34977
FOR AND ON BEHALF OF
CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC



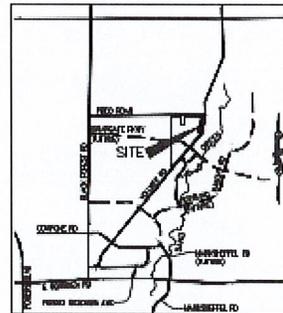
619 North Cascade Avenue, Suite 200
 Colorado Springs, Colorado 80903
 (719)785-0790

TEMPORARY CONSTRUCTION EASEMENT

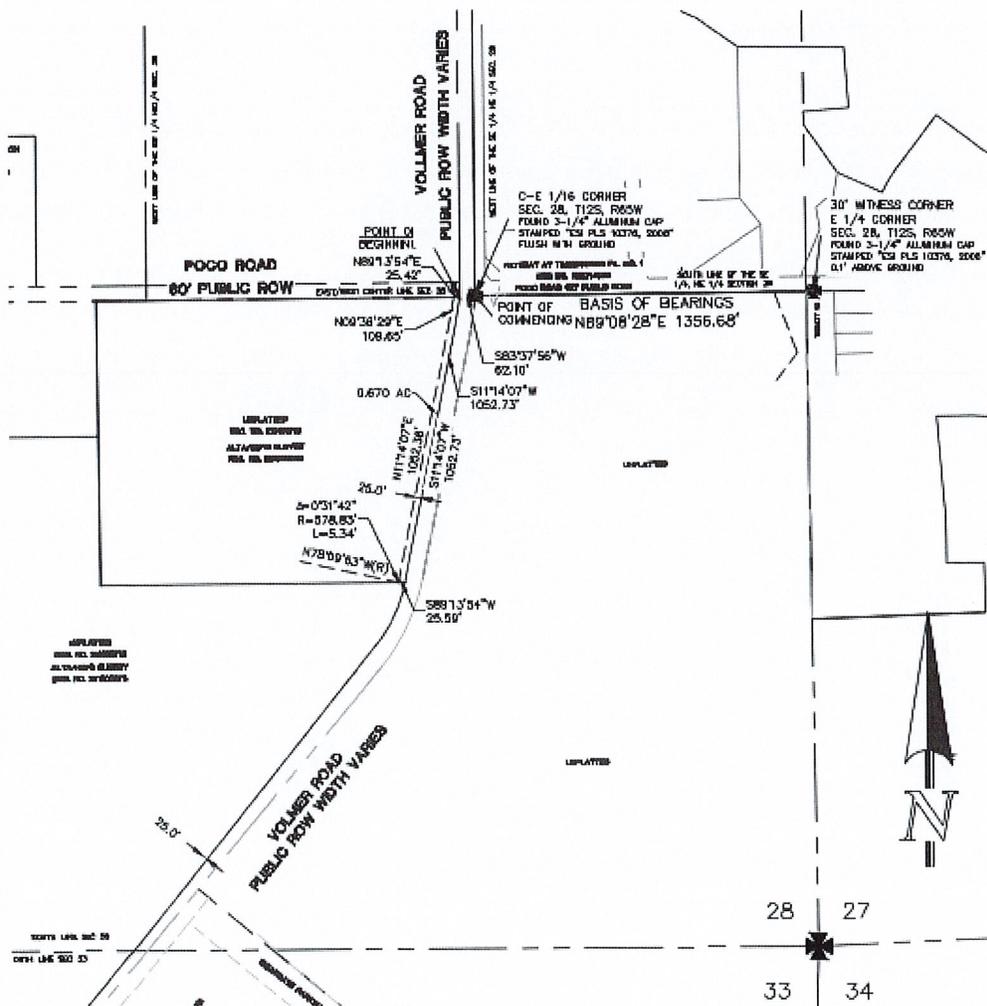
JOB NO. 1305-01

APRIL 4, 2023

SHEET 2 OF 2



VICINITY MAP
 N.T.S.



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" = 500'
 U.S. SURVEY FOOT

H:\130500\DRAWINGS\SURVEY\LEGALS\01-25FT TEMP CONSTR ESMT\01-TEMP CONSTR ESMT 23 00-30.DWG