

PRE-DEVELOPMENT SITE GRADING ACKNOWLEDGEMENT
AND RIGHT OF ACCESS AGREEMENT

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

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

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

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

Craig Dossey, Executive Director
Planning and Community Development Department

Date

Approved as to Content and Form:

Assistant County Attorney

Exhibit A: Legal Description

SKYLINE AT LORSON RANCH BOUNDARY SW 1/4 AND SE 1/4 SECTION 13 (13.195 ACRES)

A PARCEL OF LAND IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 13, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, BEING ALL OF TRACT F, "LORSON RANCH EAST FILING NO. 3" AS RECORDED UNDER RECEPTION NO. 220714474 IN THE EL PASO COUNTY RECORDS AND A PORTION OF THE PARCEL DESCRIBED IN A BARGAIN AND SALE DEED RECORDED UNDER RECEPTION NO. 204201653 IN THE EL PASO COUNTY RECORDS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 13, SAID POINT BEING ON THE NORTH LINE OF "LORSON RANCH EAST FILING NO. 3";
THENCE N89°31'43"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 13 A DISTANCE OF 32.00 FEET TO THE NORTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 3";
THENCE N89°31'43"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 13 A DISTANCE OF 1078.46 FEET TO THE WESTERLY LINE OF THE 100 FOOT WIDE "TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC. EASEMENT" AS RECORDED IN BOOK 2665 AT PAGE 715 & IN BOOK 2846 AT PAGE 719 OF THE EL PASO COUNTY RECORDS;
THENCE S38°22'41"W ALONG SAID WESTERLY LINE 1077.06 FEET;
THENCE N52°01'21"W A DISTANCE OF 254.47 FEET TO A POINT OF CURVE;
THENCE 213.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 22°59'49", THE CHORD OF 212.50 FEET BEARS N40°31'27"W;
THENCE N07°28'57"E NON-TANGENT TO THE PREVIOUS COURSE 33.43 FEET;
THENCE N22°54'14"W A DISTANCE OF 56.00 FEET;
THENCE N57°31'41"W A DISTANCE OF 30.77 FEET TO THE EAST LINE TRACT F, "LORSON RANCH EAST FILING NO. 3";
THENCE S17°09'24"E A DISTANCE OF 0.15 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 60 FOOT LAMPREY DRIVE;
THENCE S72°50'06"W ALONG SAID RIGHT-OF-WAY LINE 77.00 FEET TO THE EAST LINE OF TRACT A, "LORSON RANCH EAST FILING NO. 3"
THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES;
(1) THENCE 141.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 13°19'48", AND A CHORD OF 141.60 FEET WHICH BEARS N10°29'59"W;
(2) THENCE N08°18'15"E A DISTANCE OF 76.43 FEET;
(3) THENCE N00°52'02"W A DISTANCE OF 223.62 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 13;
THENCE N89°32'23"E ALONG SAID SOUTH LINE 32.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 574,796 S.F. (13.195 ACRES MORE OR LESS).

BASIS OF BEARINGS:

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 13, T15S, R65W OF THE 6th P.M. AS MONUMENTED AT THE CENTER QUARTER OF SAID SECTION 13 WITH A NO. 6 REBAR AND 3.25" ALUMINUM CAP STAMPED "NOLTE, T15S R65W, C1/4 S13, 2005, PLS 23044" AND AT THE QUARTER CORNER COMMON TO SECTION 13 AND SECTION 18, T15S, R64W WITH A NO. 6 REBAR AND 3.25" ALUMINUM CAP STAMPED "JR ENG LTD, T15S, R65W R64W, 1/4, S13 \ S18, 2002, RLS 31161", SAID LINE BEARS N89°31'43"E A DISTANCE OF 2663.27 FEET.

PREPARED BY

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