

GRANT OF EASEMENT

RECEIVED OF STERLING RANCH METROPOLITAN DISTRICT NO. 1 the sum of One Dollar (\$1.00), in consideration of which the undersigned, hereinafter called "GRANTOR", does, subject to the terms and conditions set forth herein, hereby grant, sell and convey unto STERLING RANCH METROPOLITAN DISTRICT NO. 1, hereinafter called "GRANTEE", its successors, assigns, tenants, guests and invitees, a non-exclusive easement (the "Easement") for the purpose of constructing and maintaining a wastewater force main. Said Easement is described in Attachment A hereto (the "Premises").

This Easement is made subject to the following terms and conditions:

1. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises. Should there be any question as to the terms and conditions of the grant of this Easement, the terms and conditions of this Grant of Easement shall control to the extent legally possible.
2. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the Improvements and Premises in a reasonable condition for their intended purposes and shall protect against erosion and perform all work in a manner consistent with protecting the environment, and shall restore and repair any damage or alteration to the Premises as nearly as practicable to its condition immediately prior to such maintenance or improvement.
3. GRANTOR hereby reserves for itself and its successors and assigns, the right to use the Premises for such purposes and for such improvements as GRANTOR may elect, so long as said uses and purposes do not unreasonably interfere with or obstruct the Easement and rights granted herein.
4. GRANTEE shall secure all permits, licenses and approvals required by any governmental authority for the use, construction upon or improvement of the Premises prior to such construction upon or improvement of the Premises by GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use or improvement of the Premises.
5. In no event shall GRANTEE allow any mechanic's or materialmen's liens to attach against the Premises for materials supplied or work performed at the request of, or for the benefit of, GRANTEE, and GRANTEE shall indemnify and hold GRANTOR harmless from and cost or expense, including reasonable attorney's fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.
6. This Easement is granted to GRANTEE solely to provide a location for a wastewater force main and necessary appurtenances. GRANTEE may not expand the size of said wastewater force main without the prior written permission of GRANTOR. This Easement is for the benefit of GRANTEE, its successors and assigns, and except as otherwise stated herein, shall be exclusive to GRANTEE.
7. The GRANTOR agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTEE, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTOR'S intentional or negligent acts, errors or omissions or

The logo consists of a stylized mountain range or 'M' shape above the letters 'CS'.

that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTOR'S activities on the Easement. Likewise, the GRANTEE agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTOR, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement.

8. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Attachment A hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns.

9. In the event that any party to this Easement (including any successors and assigns of the original parties) shall breach this Agreement, the other party may recover all reasonable costs and expenses of enforcement including but not limited to attorneys' fees.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal,  
this 12<sup>th</sup> day of SEPTEMBER 2017.

GRANTOR:

Marksheffel-Woodmen Investments, LLC, a Colorado limited liability company

By: [Signature]  
LINDSAY J. CASE, its Manager

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
SEPTEMBER, 2017, by LINDSAY JAMES CASE, its MANAGER.

My Commission Expires:

5-5-2019

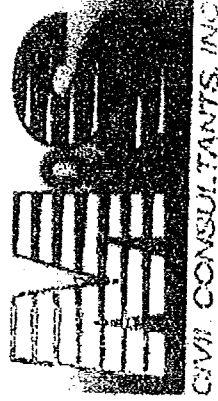
Notary Public

[Signature]

JENNIFER EMERSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004014804  
MY COMMISSION EXPIRES MAY 5, 2019

ATTACHMENT A

LEGAL DESCRIPTION OF WASTEWATER FORDS MALL



CIVIL CONSULTANTS, INC.

20 Boulder Crescent, STE 110  
 Colorado Springs, CO 80903  
 Mail to: PO Box 1360  
 Colorado Springs, CO 80901  
 719.955.5485

**FORCE MAIN SEWER EASEMENT  
 EXHIBIT A**

A PARCEL OF LAND IN THE NORTH HALF OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO, THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", BEARS N 89°14'14" E, A DISTANCE OF 2,722.56 FEET COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34; THENCE N89°14'28"W, A DISTANCE OF 1349.46 FEET TO THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED IN A WARRANTY DEED RECORDED UNDER RECEPTION NO. 95025265 OF THE EL PASO COUNTY RECORDS;

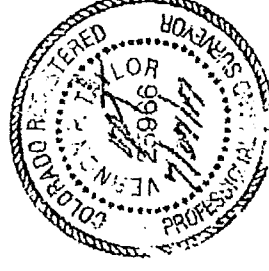
THENCE N89°14'32"E, ALONG THE SOUTHERLY LINE OF SAID TRACT, 1373.86 FEET TO THE NORTHWEST CORNER OF "THE MEADOWS FILING NO. 2" AS RECORDED IN PLAT BOOK 0-3 AT PAGE 94 OF THE EL PASO COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED IN A WARRANTY DEED RECORDED UNDER RECEPTION NO. 205095225 OF THE EL PASO COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE N00°13'50"E, ALONG THE WESTERLY LINE OF SAID TRACT, 20.00 FEET;  
 THENCE N89°05'20"E, A DISTANCE OF 5251.15 FEET;  
 THENCE N44°24'12"E, A DISTANCE OF 6.00 FEET;  
 THENCE N00°16'55"W, A DISTANCE OF 351.59 FEET;  
 THENCE N89°43'05"E, A DISTANCE OF 20.00 FEET TO THE WESTERLY LINE OF "THE MEADOWS FILING NO. 3" AS RECORDED UNDER RECEPTION NO. 200135677 OF THE EL PASO COUNTY RECORDS;  
 THENCE S00°16'55"E, ALONG SAID WESTERLY LINE, 375.59 FEET;  
 THENCE S89°05'20"W, ALONG SAID "THE MEADOWS FILING NO. 3" A DISTANCE OF 731.00 FEET TO THE NORTHWEST CORNER OF "THE MEADOWS FILING NO. 2" AS RECORDED IN PLAT BOOK 0-3 AT PAGE 94 OF THE EL PASO COUNTY RECORDS;  
 THENCE S89°05'20"W, ALONG THE NORTHERLY LINE THEREOF, 4544.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 2.586 ACRES MORE OR LESS.

PREPARED BY:

  
 \_\_\_\_\_  
 VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966      DATE 07 JULY 2017  
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
 20 BOULDER CRESCENT, SUITE 110  
 COLORADO SPRINGS, CO 80903





217113094  
PGS 7

9/19/2017 2:45 PM  
\$43.00 DF \$0.00  
Electronically Recorded Official Records El Paso County CO  
Chuck Broerman, Clerk and Recorder  
TD1000 N


<p>DISTRICT COURT, EL PASO COUNTY, COLORADO 270 South Tejon Street Colorado Springs, CO 80903 719.452.5000</p>	<p><b>Plaintiff:</b> PRI #4, LLC, a Colorado limited liability company,</p> <p>v. ....</p> <p><b>Defendants:</b> MARKSHEFFEL-WOODMEN INVESTMENTS, LLC, a Colorado limited liability company.</p>	<p><b>Attorneys for Plaintiff</b> Scott W. Johnson, Atty. Reg. #: 12830 Maxie J. Hohnstein, Reg. #: 49999 Sparks Willson Borges Brandt &amp; Johnson, P.C. 24 South Weber Street, Suite 400 Colorado Springs, CO 80903 Telephone: (719) 634-5700 Fax: (719) 633-8477 Email: <a href="mailto:swj@sparkswillson.com">swj@sparkswillson.com</a> <a href="mailto:mjh@sparkswillson.com">mjh@sparkswillson.com</a></p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>	<p>Case No.: 15CV32802 Division: 8</p>
<p><b>PARTIAL RELEASE OF NOTICE OF LIS PENDENS</b></p>				

Please take notice that the Plaintiff, PRI #4, LLC., by and through undersigned counsel, hereby releases and discharges the Premises described in Attachment A to Exhibit A hereto, from the Notice of Lis Pendens, recorded on August 14, 2017 in the records of the El Paso County Clerk and Recorder at Reception No. 217096897, concerning the title and ownership of the property situate in El Paso County, Colorado.

Dated: September 19, 2017

Respectfully submitted,

SPARKS WILLSON BORGES  
BRANDT & JOHNSON, PC

By:   
Scott W. Johnson  
Maxie J. Hohnstein

GRANT OF EASEMENT

RECEIVED of STERLING RANCH METROPOLITAN DISTRICT NO. 1 the sum of One Dollar (\$1.00), in consideration of which the undersigned, hereinafter called "GRANTOR", does, subject to the terms and conditions set forth herein, hereby grant, sell and convey unto STERLING RANCH METROPOLITAN DISTRICT NO. 1, hereinafter called "GRANTEE", its successors, assigns, tenants, guests and invitees, a non-exclusive easement (the "Easement") for the purpose of constructing and maintaining a wastewater force main. Said Easement is described in Attachment A hereto (the "Premises").

This Easement is made subject to the following terms and conditions:

1. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises. Should there be any question as to the terms and conditions of the grant of this Easement, the terms and conditions of this Grant of Easement shall control to the extent legally possible.
2. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the improvements and Premises in a reasonable condition for their intended purposes and shall protect against erosion and perform all work in a manner consistent with protecting the environment, and shall restore and repair any damage or alteration to the Premises as nearly as practicable to its condition immediately prior to such maintenance or improvement.
3. GRANTOR hereby reserves for itself and its successors and assigns, the right to use the Premises for such purposes and for such improvements as GRANTOR may elect, so long as said uses and purposes do not unreasonably interfere with or obstruct the Easement and rights granted herein.
4. GRANTEE shall secure all permits, licenses and approvals required by any governmental authority for the use, construction upon or improvement of the Premises prior to such construction upon or improvement of the Premises by GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use or improvement of the Premises.
5. In no event shall GRANTEE allow any mechanic's or materialmen's liens to attach against the Premises for materials supplied or work performed at the request of, or for the benefit of, GRANTEE, and GRANTEE shall indemnify and hold GRANTOR harmless from and cost or expense, including reasonable attorney's fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.
6. This Easement is granted to GRANTEE solely to provide a location for a wastewater force main and necessary appurtenances. GRANTEE may not expand the size of said wastewater force main without the prior written permission of GRANTOR. This Easement is for the benefit of GRANTEE, its successors and assigns, and except as otherwise stated herein, shall be exclusive to GRANTEE.
7. The GRANTOR agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTEE, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTOR'S intentional or negligent acts, errors or omissions or



that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTOR'S activities on the Easement. Likewise, the GRANTEE agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTOR, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement.

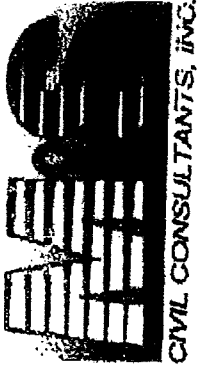
8. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Attachment A hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns.

9. In the event that any party to this Easement (including any successors and assigns of the original parties) shall breach this Agreement, the other party may recover all reasonable costs and expenses of enforcement including but not limited to attorneys' fees.



ATTACHMENT A

LEGAL DESCRIPTION OF WASTEWATER FORCE MAIN



20 Boulder Crescent, STE 110  
 Colorado Springs, CO 80903  
 Mail to: PO Box 1360  
 Colorado Springs, CO 80901  
 719-955-5485

**FORCE MAIN SEWER EASEMENT  
 EXHIBIT A**

A PARCEL OF LAND IN THE NORTH HALF OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

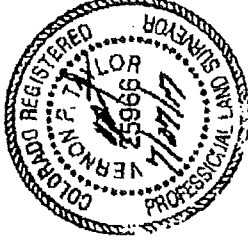
...BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO. THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", BEARS N 89°14'14" E. A DISTANCE OF 2,722.56 FEET. COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34; THENCE N89°14'28"E, A DISTANCE OF 1349.46 FEET TO THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED IN A WARRANTY DEED RECORDED UNDER RECEPTION NO. 95025265 OF THE EL PASO COUNTY RECORDS;

THENCE N89°14'32"E, ALONG THE SOUTHERLY LINE OF SAID TRACT, 1373.86 FEET TO THE NORTHWEST CORNER OF "THE MEADOWS FILING NO. 2" AS RECORDED IN PLAT BOOK 0-3 AT PAGE 94 OF THE EL PASO COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED IN A WARRANTY DEED RECORDED UNDER RECEPTION NO. 265695225 OF THE EL PASO COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE N00°13'30"E, ALONG THE WESTERLY LINE OF SAID TRACT, 20.00 FEET;  
 THENCE N89°05'20"E, A DISTANCE OF 523.15 FEET;  
 THENCE N44°24'12"E, A DISTANCE OF 6.00 FEET;  
 THENCE N00°16'35"W, A DISTANCE OF 351.59 FEET;  
 THENCE N88°43'05"E, A DISTANCE OF 20.00 FEET TO THE WESTERLY LINE OF "THE MEADOWS FILING NO. 3" AS RECORDED UNDER RECEPTION NO. 200135677 OF THE EL PASO COUNTY RECORDS;  
 THENCE S00°16'35"E, ALONG SAID WESTERLY LINE, 375.59 FEET;  
 THENCE S89°05'20"W, ALONG SAID "THE MEADOWS FILING NO. 3" A DISTANCE OF 731.00 FEET TO THE NORTHEAST CORNER OF "THE MEADOWS FILING NO. 2" AS RECORDED IN PLAT BOOK 0-3 AT PAGE 94 OF THE EL PASO COUNTY RECORDS;  
 THENCE S89°05'20"W, ALONG THE NORTHERLY LINE THEREOF, 4544.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 2.586 ACRES MORE OR LESS.  
 PREPARED BY:

*Vernon P. Taylor*      07 July 2017  
 \_\_\_\_\_ DATE  
 VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966  
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
 20 BOULDER CRESCENT, SUITE 110  
 COLORADO SPRINGS, CO 80903







Chuck Broerman

El Paso County, CO

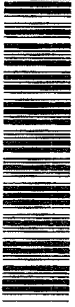
08/30/2017 03:39:21 PM

Doc \$0.00

4

Rec \$28.00

Pages 217104859



GRANT OF EASEMENT

RECEIVED of GEORGE STEVEN CARNEY and DEBORAH A. CARNEY, the sum of One Dollar (\$1.00), in consideration of which the undersigned, hereinafter called "GRANTOR", does, subject to the terms and conditions set forth herein, hereby grant, sell and convey unto STERLING RANCH METROPOLITAN DISTRICT NO. 1, a Colorado Title 32 Special District, hereinafter called "GRANTEE", its successors, assigns, tenants, guests and invitees, a non-exclusive easement (the "Easement") for the purpose of constructing and maintaining a wastewater force main. Said Easement is described in Exhibit "A", and depicted on Exhibit "B" attached hereto (the "Premises").

This Easement is made subject to the following terms and conditions:

1. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises. Should there be any question as to the terms and conditions of the grant of this Easement, the terms and conditions of this Grant of Easement shall control to the extent legally possible.
2. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the Improvements and Premises in a reasonable condition for their intended purposes and shall protect against erosion and perform all work in a manner consistent with protecting the environment, and shall restore and repair any damage or alteration to the Premises as nearly as practicable to its condition immediately prior to such maintenance or improvement.
3. GRANTOR hereby reserves for itself and its successors and assigns, the right to use the Premises for such purposes and for such improvements as GRANTOR may elect, so long as said uses and purposes do not unreasonably interfere with or obstruct the Easement and rights granted herein.
4. GRANTEE shall secure all permits, licenses and approvals required by any governmental authority for the use, construction upon or improvement of the Premises prior to such construction upon or improvement of the Premises by GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use or improvement of the Premises.
5. In no event shall GRANTEE allow any mechanic's or materialmen's liens to attach against the Premises for materials supplied or work performed at the request of, or for the benefit of, GRANTEE, and GRANTEE shall indemnify and hold GRANTOR harmless from and cost or expense, including reasonable attorney's fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.
6. This Easement is granted to GRANTEE solely to provide a location for a wastewater force main and necessary appurtenances. GRANTEE may not expand the size of said wastewater force main without the prior written permission of GRANTOR. This Easement is for the benefit of GRANTEE, its successors and assigns, and except as otherwise stated herein, shall be non-exclusive to GRANTEE.
7. The GRANTOR agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTEE, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims,

liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTOR'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTOR'S activities on the Easement. Likewise, the GRANTEE agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTOR, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement.

8. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Exhibit "A", and depicted on Exhibit "B" hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns.

9. In the event that any party to this Easement (including any successors and assigns of the original parties) shall breach this Agreement, the other party may recover all reasonable costs and expenses of enforcement including but not limited to attorneys' fees.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 30<sup>th</sup> day of August, 2017.

GRANTOR:

Deborah A. Carney  
Deborah A. Carney

George Steven Carney  
George Steven Carney

JEFFERY L. PERRET  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20084022973  
MY COMMISSION EXPIRES AUGUST 6, 2020

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2017, by George Steven Carney And Deborah A. Carney.

My Commission Expires:

Notary Public

08-06-2020







20 Boulder Crescent, STE 110  
 Colorado Springs, CO 80903  
 Mail to: PO Box 1360  
 Colorado Springs, CO 80901  
 719.955.5485

**EXHIBIT A**  
**FORCE MAIN EASEMENT (LOT 57)**

09001A STERLING RANCH GENERAL  
 August 2, 2017

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID PARCEL BEING A PORTION OF LOT 57 "WOODMEN HILLS FILING NO. 4" AS RECORDED UNDER RECEPTION NO. 97150001 OF THE EL PASO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF LOT 57 BEARS N89°35'59"E, A DISTANCE OF 404.53 FEET AS SHOWN ON THE RECORD PLAT.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 57, FROM WHICH THE NORTHEAST CORNER BEARS N89°35'59"E, A DISTANCE OF 32.09 FEET;  
 THENCE N89°35'59"E, ALONG THE NORTHERLY LINE THEREOF, 21.81 FEET;  
 THENCE S23°56'07"E A DISTANCE OF 74.64 FEET TO THE EASTERLY LINE OF SAID LOT 57;  
 THENCE S00°0'00"E ALONG THE EASTERLY LINE THEREOF, 49.30 FEET;  
 THENCE N23°56'07"W A DISTANCE OF 128.41 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 2030 S.F. (0.047 ACRES MORE OR LESS).

PREPARED BY:

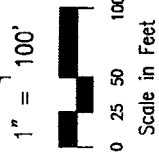
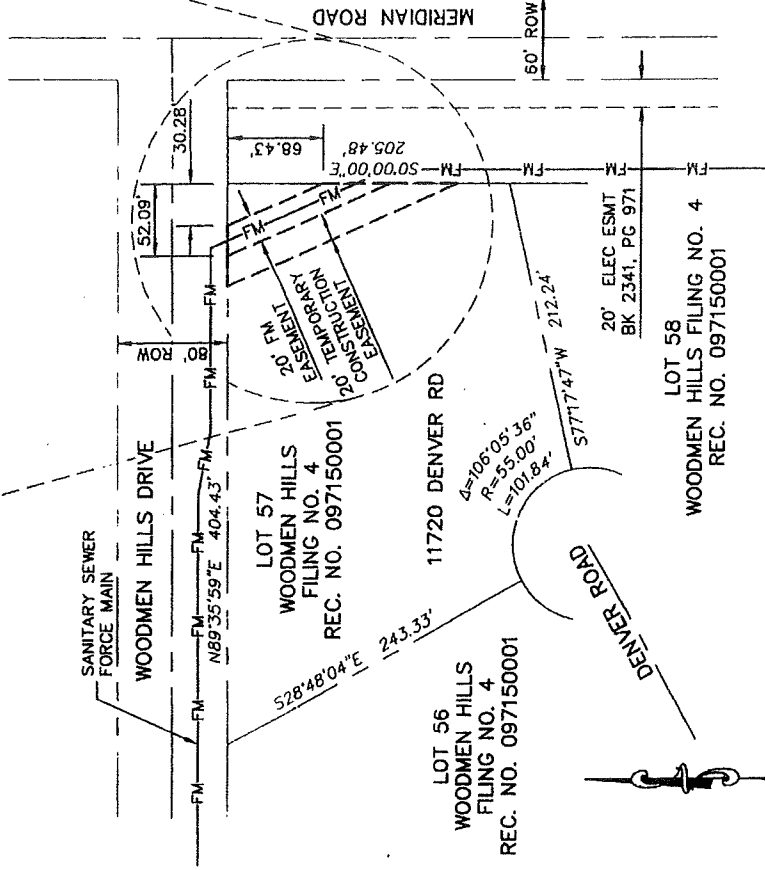
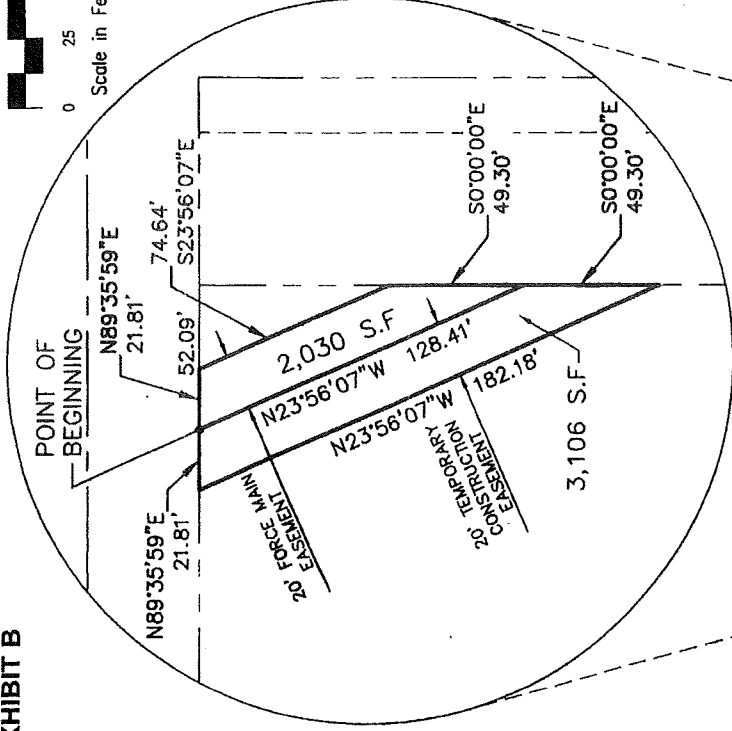
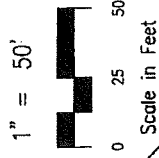
*Vernon P. Taylor* 2 AUGUST 2017

VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966 DATE  
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
 20 BOULDER CRESCENT, SUITE 110  
 COLORADO SPRINGS, CO 80903



09001A\STERLING RANCH DISTRICT\DOCUMENTS\LEGALS\LOT57 FORCEMAIN EASEMENT.DOC

**FORCE MAIN EASEMENT  
LOT 57, WOODMEN HILLS FILING NO. 4  
EXHIBIT B**



FORCE MAIN EASEMENT  
EXHIBIT B  
JOB NO. 09-001  
DATE PREPARED: 08/02/2017



CIVIL CONSULTANTS, INC. SHEET 1 OF 1

20 HOLLIS CREEK, SUITE 110  
COLORADO SPRINGS, CO 80902  
PHONE: 719.555.0465

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 30<sup>th</sup> day of August, 2017, by and between GEORGE STEVEN CARNEY and DEBORAH A. CARNEY, whose address is 11720 Denver Road, Peyton, Colorado 80831, hereinafter referred to as "the Owner", and STERLING RANCH METROPOLITAN DISTRICT NO. 1, a Colorado Title 32 Special District, hereinafter referred to as "the District".

### RECITALS

- A. The Owner owns a certain tract of land located at 11720 Denver Road and legally described as Lot 57, Woodmen Hills Filing No. 4, County of El Paso, State of Colorado, and referred to hereafter as "the Owner's Property".
- B. The District shall construct and install a sewer main ("the Project Improvements") from its facilities within the District (the "Project") within a permanent easement acquired from the Owner.
- C. To accommodate temporary access for workers, equipment and material storage to facilitate safe, prudent and efficient construction and installation of the Project Improvements within the District's adjacent permanent easement, the District desires to rent from the Owner the following described Temporary Construction Easement:
  1. Temporary Construction Easement (the "Easement"): An area of land consisting of 0.071 acre (3,106 square feet), more or less, as legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein by reference (the "Easement Area") to be used for the purposes set forth in paragraph C above.
- D. In consideration of the foregoing, The District offers to pay to the Owner the following sum of money as compensation for the above stated Easement:

Temporary Easement	= \$ 10.00
--------------------	------------

NOW, THEREFORE, by their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. For and in consideration of the sum of **TEN and 00/100 Dollars (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby grants and conveys the Easement, to the District to allow access and additional workspace for workers, equipment and material storage to facilitate safe, prudent and efficient construction and installation of the Project Improvements. The term of the Easement shall be for a period of six (6) months, commencing on the date the District and/or the District's contractor(s) first enter the premises with workers and equipment and begin construction activities. Any required survey, reconnaissance and geotechnical due diligence performed previously or to be performed in the future shall not be deemed to be or to have been the "first entry" onto the premises for construction activities. The District and/or the District's contractor(s) shall give the Owner three (3) business days advanced notice prior to their first entry onto the premises.
2. As a condition of accepting this grant of Easement, the District agrees to, at the District's expense, substantially repair and restore the surface and condition of any portion of the Easement Area which may be affected, disturbed, damaged or destroyed by the District's use and occupancy of the Easement Area and to return the premises to the Owner in a condition reasonably comparable to that which existed prior to entry by the District and/or the District's contractor(s), except that the District shall have no obligation to replace any trees removed during the District's use of the Easement Area.

Carney Sewer Main Temporary Easement

Chuck Broerman  
El Paso County, CO

08/30/2017 03:39:21 PM

Doc \$0.00

Rec \$28.00

Pages

217104860

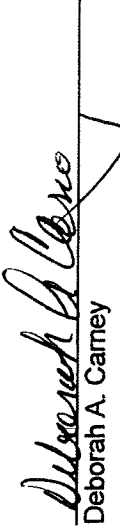


3. For the period of time beginning on the date and year first above written and extending to the date of expiration of this Easement, the Owner promises and covenants that the Owner shall not burden or overburden the Easement Area with the installation, construction or placement of any structures or any other items or fixtures which might be detrimental to or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement Area.
4. In the event the Owner endeavors to sell the Owner's Property at any time during the term of the Easement, the Owner agrees that the Owner shall disclose the existence of this Agreement and the Easement to any potential purchaser of the Owner's Property. The District may record this Agreement at its sole discretion.
5. This Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions, duties or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
6. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
7. This Agreement is a legal instrument. The District recommends the Owner seek the advice of its own legal and tax counsel before signing this Agreement.


Dated the day and year first above written.

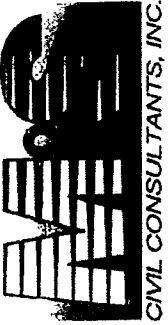
Owner:

  
George Steven Carney

  
Deborah A. Carney

Sterling Ranch Metropolitan District No. 1,  
a Colorado Title 32 Special District:

By:   
Title: General Manager President



20 Boulder Crescent, STE 110  
Colorado Springs, CO 80903  
Mail to: PO Box 1360  
Colorado Springs, CO 80901  
719.955.5485

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT (LOT 57)**

09001A STERLING RANCH GENERAL  
August 2, 2017

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID PARCEL BEING A PORTION OF LOT 57 "WOODMEN HILLS FILING NO. 4" AS RECORDED UNDER RECEPTION NO. 97150001 OF THE EL PASO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF LOT 57 BEARS N89°35'59"E, A DISTANCE OF 404.53 FEET AS SHOWN ON THE RECORD PLAT.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 57, FROM WHICH THE NORTHEAST CORNER BEARS N89°35'59"E, A DISTANCE OF 52.09 FEET;  
THENCE S23°56'07"E A DISTANCE OF 128.41 FEET TO THE EASTERLY LINE OF SAID LOT 57;  
THENCE S00°0'00"E ALONG THE EASTERLY LINE THEREOF, 49.30 FEET;  
THENCE N23°56'07"W A DISTANCE OF 182.18 FEET;  
THENCE N89°35'59"E, ALONG THE NORTHERLY LINE THEREOF, 21.81 FEET;  
TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3106 S.F. (0.071 ACRES MORE OR LESS).

PREPARED BY:

*Vernon P. Taylor* 2 August 2017

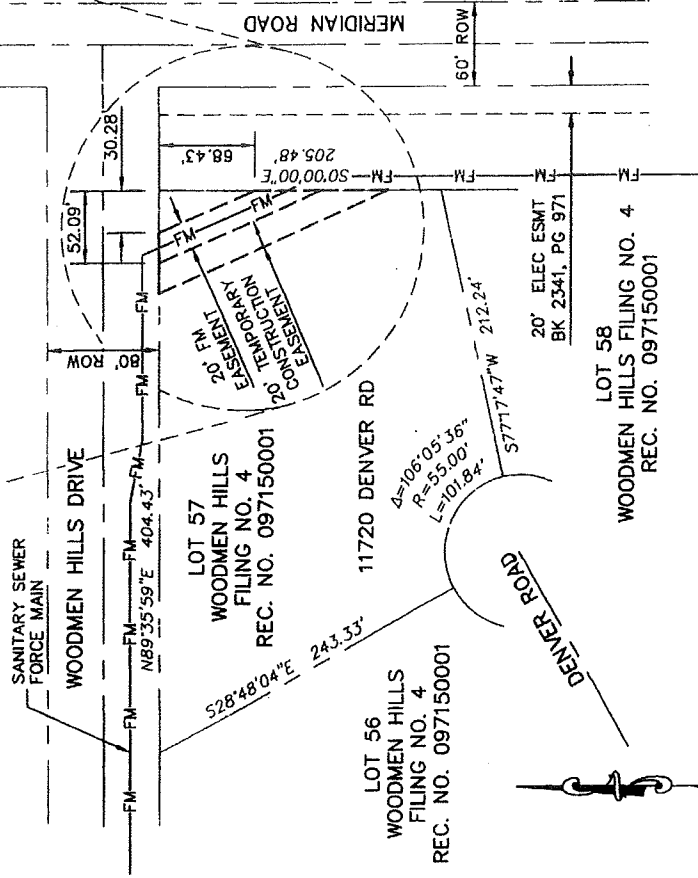
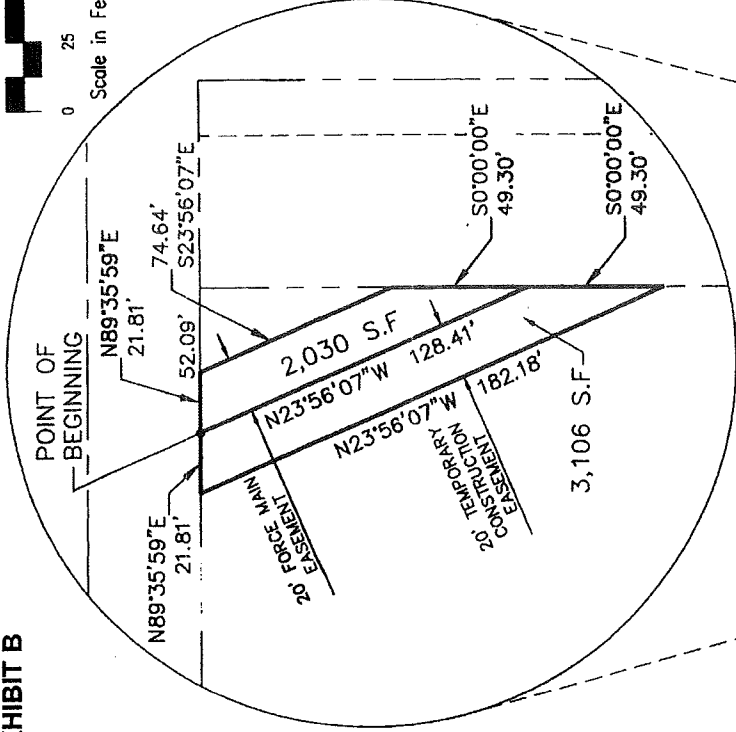
VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966 DATE  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
20 BOULDER CRESCENT, SUITE 110  
COLORADO SPRINGS, CO 80903



09001A STERLING RANCH GENERAL/DOCUMENTS/LEGAL/LOT57 LOTS7 TEMP CONSTEASEMENT EASEMENT.DOC

**FORCE MAIN EASEMENT  
LOT 57, WOODMEN HILLS FILING NO. 4  
EXHIBIT B**

1" = 50'  
Scale in Feet  
0 25 50



1" = 100'  
Scale in Feet  
0 25 50 100

FORCE MAIN EASEMENT  
EXHIBIT B  
JOB NO. 09-001  
DATE PREPARED: 08/02/2017



CIVIL CONSULTANTS, INC. SHEET 1 OF 1

20 HOLLER CREEK, SWE 110  
COLOMADO SPRING, CO 80501  
PHONE: 719.553.5485

Chuck Broerman

El Paso County, CO

03/06/2018 11:05:59 AM

Doc \$0.00 6

Rec \$38.00

Pages

218025834

GRANT OF EASEMENT

RECEIVED of STERLING RANCH METROPOLITAN DISTRICT NO. 1 the sum of One Dollar (\$1.00), in consideration of which the undersigned, hereinafter called "GRANTOR", does, subject to the terms and conditions set forth herein, hereby grant, sell and convey unto STERLING RANCH METROPOLITAN DISTRICT NO. 1, hereinafter called "GRANTEE", its successors, assigns, tenants, guests and invitees, a non-exclusive easement (the "Easement") for the purpose of constructing and maintaining a wastewater force main. Said Easement is described in Attachment A hereto (the "Premises").

This Easement is made subject to the following terms and conditions:

1. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises. Should there be any question as to the terms and conditions of the grant of this Easement, the terms and conditions of this Grant of Easement shall control to the extent legally possible.

2. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the Improvements and Premises in a reasonable condition for their intended purposes and shall protect against erosion and perform all work in a manner consistent with protecting the environment, and shall restore and repair any damage or alteration to the Premises as nearly as practicable to its condition immediately prior to such maintenance or improvement.

3. GRANTOR hereby reserves for itself and its successors and assigns, the right to use the Premises for such purposes and for such improvements as GRANTOR may elect, so long as said uses and purposes do not unreasonably interfere with or obstruct the Easement and rights granted herein.

4. GRANTEE shall secure all permits, licenses and approvals required by any governmental authority for the use, construction upon or improvement of the Premises prior to such construction upon or improvement of the Premises by GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use or improvement of the Premises.

5. In no event shall GRANTEE allow any mechanic's or materialmen's liens to attach against the Premises for materials supplied or work performed at the request of, or for the benefit of, GRANTEE, and GRANTEE shall indemnify and hold GRANTOR harmless from and cost or expense, including reasonable attorney's fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.

6. This Easement is granted to GRANTEE solely to provide a location for a wastewater force main and necessary appurtenances. GRANTEE may not expand the size of said wastewater force main without the prior written permission of GRANTOR. This Easement is for the benefit of GRANTEE, its successors and assigns, and except as otherwise stated herein, shall be exclusive to GRANTEE.

7. The GRANTOR agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTEE, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTOR'S intentional or negligent acts, errors or omissions or

that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTOR'S activities on the Easement. Likewise, the GRANTEE agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTOR, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement.

8. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Attachment A hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns.

9. In the event that any party to this Easement (including any successors and assigns of the original parties) shall breach this Agreement, the other party may recover all reasonable costs and expenses of enforcement including but not limited to attorneys' fees.



IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal,  
this 9<sup>th</sup> day of August, 2017.

GRANTOR:

BLH No. 2, LLC, a Colorado limited liability company

By: **Norwood Limited, Inc., Manager**

By: ~~David P. Jenkyns~~ **David P. Jenkyns, Vice President**

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

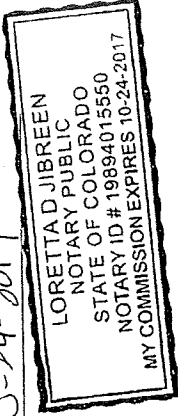
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of  
August, 2017, by David D. Jenkyns, its Vice President,  
of Norwood Limited, Inc., as Manager of BLH No. 2, LLC.

My Commission Expires:

Notary Public

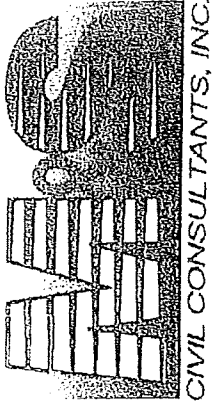
10-24-2017

Loretta D. Jibreen



ATTACHMENT A

LEGAL DESCRIPTION OF WASTEWATER FORCE MAIN



20 Boulder Crescent, STE 110  
 Colorado Springs, CO 80903  
 Mail to: PO Box 1360  
 Colorado Springs, CO 80901  
 719.955.5485

**FORCE MAIN SEWER EASEMENT  
 EXHIBIT A**

A PARCEL OF LAND IN THE NORTH HALF OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO. THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", BEARS N 89°14'14" E, A DISTANCE OF 2,722.56 FEET. COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION

34;

THENCE N89°14'28"E, A DISTANCE OF 1349.46 FEET TO THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED IN A WARRANTY DEED RECORDED UNDER RECEPTION NO. 95025265 OF THE EL PASO COUNTY RECORDS AND THE POINT OF BEGINNING.

THENCE N89°14'32"E, ALONG THE SOUTHERLY LINE OF SAID TRACT, 1373.86 FEET TO THE NORTHWEST CORNER OF "THE MEADOWS FILING NO. 2" AS RECORDED IN PLAT BOOK 0-3 AT PAGE 94 OF THE EL PASO COUNTY RECORDS;

THENCE S00°13'06"W, ALONG THE WESTERLY LINE THEREOF, 20.00 FEET;

THENCE S89°14'32"W, A DISTANCE OF 1373.52 FEET;

THENCE S89°14'26"W, A DISTANCE OF 66.00 FEET;

THENCE N00°45'34"W, A DISTANCE OF 20.00 FEET TO THE SOUTHERLY LINE OF THAT TRACT DESCRIBED IN A WARRANTY DEED RECORDED UNDER RECEIPION NO. 217051682 OF THE EL PASO COUNTY RECORDS;

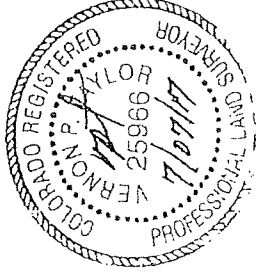
THENCE N89°14'26"E, ALONG SAID SOUTHERLY LINE, 66.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 0.661 ACRES MORE OR LESS.

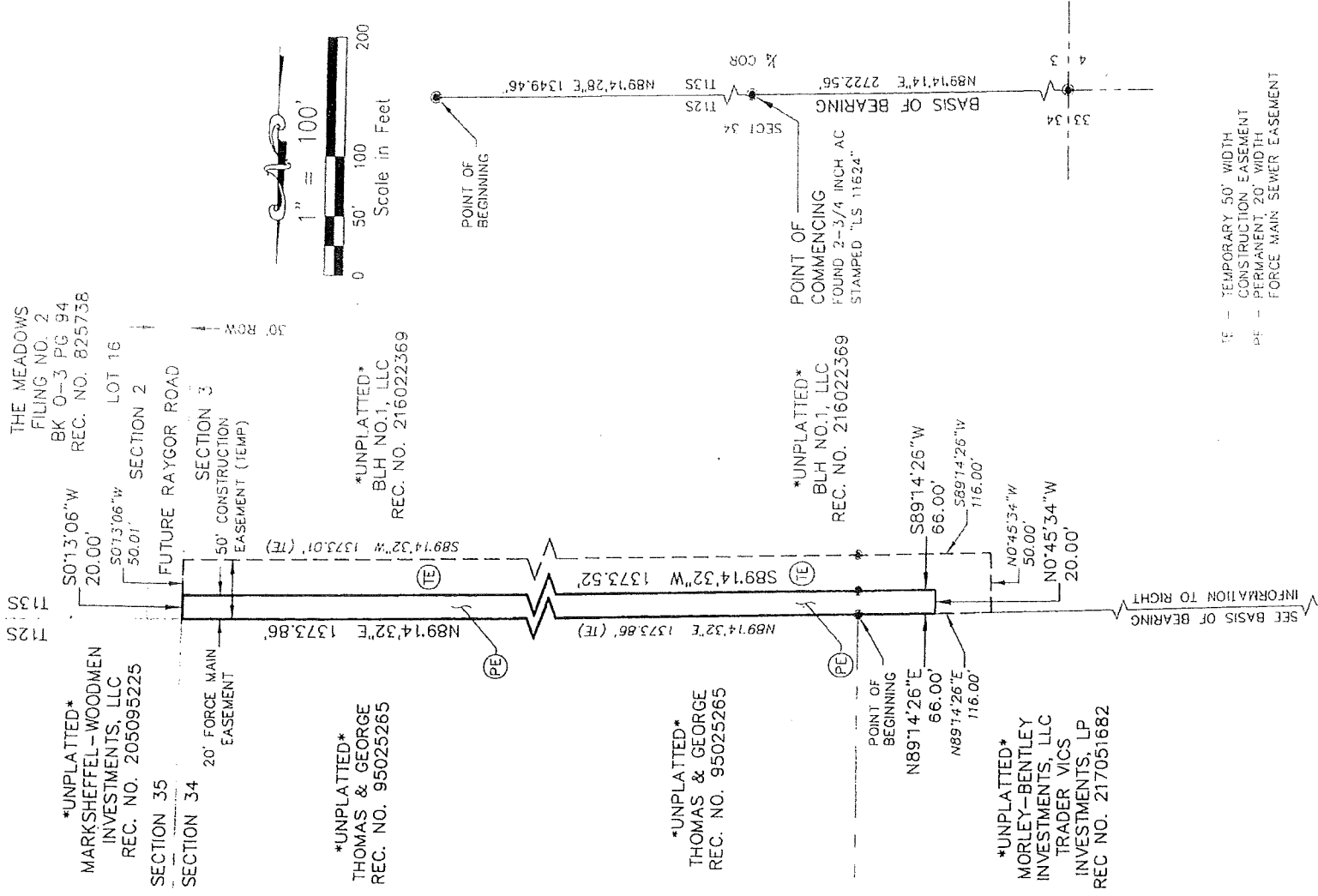
PREPARED BY:

*Vernon P. Taylor* 07 July 2017

VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966 DATE  
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
 20 BOULDER CRESCENT, SUITE 110  
 COLORADO SPRINGS, CO 80903



# FORCE MAIN SEWER EASEMENT EXHIBIT "C"



TE - TEMPORARY 50' WIDTH CONSTRUCTION EASEMENT  
 PE - PERMANENT 20' WIDTH FORCE MAIN SEWER EASEMENT



FORCE MAIN SEWER EASEMENT  
 EXHIBIT "C"  
 JOB NO. 09-002  
 DATE PREPARED: 06/29/2017

THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.