

**Sterling Ranch
Letter of Intent**

Branding Iron at Sterling Ranch Filing No. 1, a Replat of Tract BB, Sterling Ranch Filing No. 1 as recorded at Reception No. 218714151 in the Office of the Clerk and Recorder of El Paso County, Colorado.

September 20, 2018

Owners/Applicants: SR Land, LLC
20 Boulder Crescent Street
Colorado Springs, CO 80903
(719) 471-1742

Consultants: N.E.S. Inc.
619 North Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719) 471-0073
(719) 471-0267

Add the Request for a waiver for more than 25 lots and your justification is the easement

P. J. Anderson
31 North Tejon Street, Suite 500
Colorado Springs, CO 80903
(719) 331-2732
(719) 633/2926 (Fax)
Email: pja5713@gmail.com

Engineering: M&S Civil Consultants, Inc.
15 North Nevada Avenue
Colorado Springs, CO 80903
(719) 955-5485

Site Location: Branding Iron at Sterling Ranch Filing No. 1 is located northeast of Vollmer Road and Marksheffel Road, in El Paso County.

Request: A request by SR Land, LLC (52333-02-008) for approval of the Branding Iron at Sterling Ranch Filing No. 1 Final Plat, a replat of Tract BB, Sterling Ranch Filing No. 1 Final Plat, as recorded at Reception No. 218714151 in the Office of the Clerk and Recorder of El Paso County, Colorado.

Tax Schedule Number: 52333-02-008

Plat and Site Information: The Branding Iron at Sterling Ranch Filing No. 1 Final Plat (the "Final Plat") will create fifty-one single family dwelling units. The Final Plat is a replat of a Master Pad Site, Tract BB, as contemplated in Sterling Ranch Filing No. 1. The Final Plat contains approximately 10.545 acres and is wholly within and consistent with the 182.26 acre Sterling Ranch Preliminary Plan approved May 26, 2015 by the Board of County Commissioners. The zoning classification is RS 5000. The property is located within the boundaries of Sterling Ranch Metropolitan District No. 2. Water, wastewater, storm water and park/recreational services will be provided by Sterling Ranch Metropolitan District No. 1 pursuant to an intergovernmental agreement with Sterling Ranch Metropolitan District No. 2. The Final Plat contains lots (8.384 acres), streets (2.161 acres) and ten tracts containing a total of 0.050 acres for landscaping, public improvements, public utility and trail purposes. These tracts, as well as certain off-site open space, landscaping, and storm water tracts previously dedicated as part of Sterling Ranch Filing No. 1, will be owned and maintained by Sterling Ranch Metropolitan District No. 1.

Justification for Request:

- **Consistency with County Plans.** The proposed plat is consistent with the goals and objectives set forth in the Black Forest Preservation Plan, the Falcon-Peyton Small Area Plan, the Sterling Ranch Sketch Plan, approved in November of 2008, and the Sterling Ranch Preliminary Plan, approved in 2015. A detailed analysis of the relationship between the Sterling Ranch development and the goals and objectives of the two applicable Small Area Plans was previously provided at the sketch plan, zoning and preliminary plan stages with findings of consistency having been made by the Planning Commission and Board of County Commissioners. These included the provision of adequate buffering and transition from low density residential development, the provision of adequate urban services by Sterling Ranch Metropolitan District, an interconnected system of trails, open spaces and neighborhood parks, and the preservation of natural areas.
- **Consistency with Plat Approval Criteria.** The Final Plat is in substantial compliance with the approved preliminary plan and is consistent with the County's subdivision design standards and regulations. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and the proposed subdivision is compatible with such conditions. Adequate drainage improvements are proposed that comply with State Statute C.R.S. 30-28-133 (3)(c)(VIII) and the requirements of the Land Development Code and the Engineering Criteria Manual. Necessary services, including police and fire protection, recreation, utilities, and transportation systems, are or will be made available to serve the proposed subdivision. The final plans provide evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code. Necessary off-site improvements have been evaluated through the various reports submitted with the Final Plat, as well as the

previously approved Preliminary Plan, and will mitigate the impacts of the subdivision in accordance with the applicable requirements of Chapter 8 of the Land Development Code. All public facilities and infrastructure reasonably related to the Final Plat have either been constructed or are financially guaranteed through the Subdivision Improvements Agreement so the impacts of the subdivision will be adequately mitigated. The extraction of any known commercial mining deposit will not be impeded by this subdivision.

Drainage: The drainage improvements associated with the Final Plat are consistent with the Master Development Drainage Plan and Preliminary Drainage Report for Sterling Ranch Phase One. The drainage improvements have been designed based upon the most current: El Paso County Engineering Criteria Manual, Sand Creek Drainage Basin Planning Study, City of Colorado Springs/El Paso County Drainage Criteria Manual, and the Urban Storm Drainage Criteria Manual. Details related to the design, construction and maintenance of the required drainage improvements are set forth in the proposed Subdivision Improvements Agreement for the Final Plat. In addition to the on-site drainage improvements, a detention pond and related improvements will be constructed on Tract CC, Sterling Ranch Filing No. 1, to serve this particular replat of Tract BB as required in the Subdivision Improvements Agreement for Sterling Ranch Filing No. 1.

In order to assure completion of Sand Creek Channel drainage improvements, such as drop structures, check structures and similar stabilization or protection improvements, as well as a fair apportionment of the costs of said drainage improvements amongst adjacent Sterling Ranch subdividers, the District agrees to establish a Sand Creek Channel Drainage Fee to be paid into a District Escrow Fund by adjacent subdividers at the time of final platting. The amount of the fee shall be a minimum of One Thousand Dollars (\$1,000.00) per single family lot. The funds in the Escrow Account may only be disbursed for the design and construction of regional drainage improvements pursuant to the Sand Creek Drainage Basin Planning Study and Sand Creek channel improvements after the prior written approval of the El Paso County Engineer.

Roads: In addition to the on-site road improvements, two lanes will be added to the existing two lane cross section of Vollmer Road adjacent to Sterling Ranch no later than three years from the date of recording of Sterling Ranch Filing No. 1 as required in the Subdivision Improvements Agreement for said Filing No. 1. Certain intersection and turn lane improvements to Vollmer Road, as more particularly described in the approved Construction Drawings for Sterling Ranch Filing No. 1, are being constructed to serve this replat of Tract BB. Also, portions of Sterling Ranch Road and Marksheffel Road, as more particularly described in Sterling Ranch Filing No. 2, now under review by the County, are currently being constructed to provide a second means of access to this replat of Tract BB. In the event that portions of the Vollmer Road, Sterling Ranch Road or Marksheffel Road improvements necessary to serve the replat of Tract BB are not completed prior to

Provide a statement that there is no change from the approved early grading plans which have been included in this submittal, and that all permits will remain in effect under the early grading approvals.

recording of the said replat, then prior to such recording collateral sufficient in the opinion of the County to assure completion of the improvements must be posted by the Subdivider.

Early Grading: Pursuant to previously approved grading and erosion control plans (on-site November 18, 2015 and off-site December 3, 2015), a significant amount of grading has been completed for the improvements to be constructed as part of this Final Plat.

Other:

- It is understood and agreed that applicable traffic impact fees in accordance with the County Road Impact Fee Program Resolution (Resolution No. 12-382) will be paid at or prior to the time of building permit submittals. The applicant elects to include the property into the ten mil El Paso County Public Improvement District No. 2. The recommended plat note will be added to the Final Plat and all sales documents.
- Pursuant to Section 8.4.4(D)(2) of the El Paso County Land Development Code, the second means of road access to Branding Iron at Sterling Ranch Filing No. 1 will be provided by public roads maintained by the Sterling Ranch Metropolitan District No. 1 (see Attachment A hereto). Per the approved Sketch Plan and Preliminary Plan for this subdivision, it is contemplated that these roads will be dedicated to El Paso County for acceptance and maintenance upon the approval of Sterling Ranch Filing No. 2, now under review by the County. At such time the attached Easement Agreement will terminate.

Districts Serving the Property:

- Academy School District 20
- Mountain View Electric Association
- City of Colorado Springs Utilities Department - Gas
- Black Forest Fire Protection District
- Tracts containing open space, landscaping and trails will be maintained by Sterling Ranch Metropolitan District No. 1.
- Water, wastewater, stormwater and parks and recreation services to be provided by Sterling Ranch Metropolitan District No. 1

Address escrow agreement and contribution of this filing.

**ATTACHMENT A
EASEMENT AGREEMENT**

PJ- I am confused.
This roadway needs
to be owned by the
District do that public
access is guaranteed.

public access?

EASEMENT AGREEMENT

Does Morley Investments need to be the grantor?

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 purposes of utilizing said Easement for ingress and egress. Said Easement is described in Attachment A, (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.

County Road standards

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 its 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 interfered with or obstruct the Easements 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. 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.

7. 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. The Easement is for the benefit of GRANTEE, the successors and assigns of GRANTEE, and GRANTEE shall hold the Easement and exercise the rights granted hereunder for the benefit of the DISTRICT (as defined below) and the parcels of real property served by the DISTRICT.

8. Termination. GRANTOR has previously conveyed certain public utility easements to GRANTEE that are located on the Premises. The purpose of this Easement is to provide a second public road access to the Branding Iron at Sterling Ranch Filing No. 1 and Homestead at Sterling Ranch Filing No. 1 subdivision plats (the "Plats") until such time as public roads located on the Premises are dedicated to and accepted by El Paso County. Said public roads are being dedicated to El Paso County on the Sterling Ranch Filing No. 2 Subdivision plat currently being reviewed and processed by the County (see Attachment B hereto). At such time as the roads located on the Premises are accepted by El Paso County this Easement Agreement shall automatically terminate.

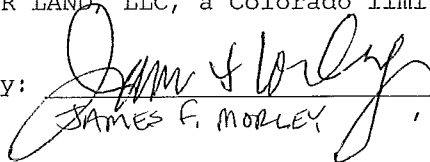
9. Construction/Maintenance. The public roads located on the Premises have been graded with certain drainage improvements and curb and gutter having been installed as of the date of this Agreement. Prior to the recording of the Plats, the roads on the Premises shall be constructed by GRANTOR to such additional standards as are acceptable to the Black Forest Fire Protection District. GRANTEE agrees to thereafter maintain these roads in a manner sufficient to keep them safe and open to the public until such time as the County accepts them into its system for maintenance.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 19th day of September, 2018.

GRANTOR:

SR LAND, LLC, a Colorado limited liability company

By:



JAMES F. MORLEY, its MANAGER

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

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by James F. Molley, its manager.
GR LAND, LLC

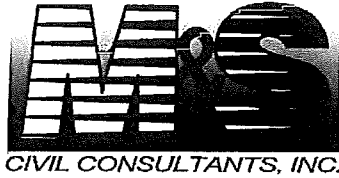
My Commission Expires:

May 30, 2022

Notary Public
Eric Howard

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

ATTACHMENT A
LEGAL DESCRIPTION



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

**ACCESS EASEMENT
EXHIBIT "A"**

M&S Job No. 09-002
MAY 17, 2017

A PARCEL OF LAND LOCATED IN A PORTION OF THE EAST HALF (E1/2) OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND IN A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING 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. AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E, A DISTANCE OF 2,722.56 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34;
THENCE N75°07'35"W, A DISTANCE OF 2950.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE S76°19'20"W, A DISTANCE OF 1675.60 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 24°00'30", (THE CHORD OF WHICH BEARS S64°52'19'05"10"W A DISTANCE OF 399.33 FEET), AN ARC DISTANCE OF 402.26 FEET;
THENCE S41°03'23"W A DISTANCE OF 60.83 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 34°28'06", (THE CHORD OF WHICH BEARS N14°49'37"W A DISTANCE OF 352.57 FEET), AN ARC DISTANCE OF 357.94 FEET;
THENCE, N02°24'26"E A DISTANCE OF 1234.13 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 08°21'18", (THE CHORD OF WHICH BEARS S44°32'10"W A DISTANCE OF 138.41 FEET), AN ARC DISTANCE OF 138.53 FEET;
THENCE S40°21'31"E A DISTANCE OF 429.09 FEET;
THENCE S49°38'29"E, A DISTANCE OF 307.66 FEET;

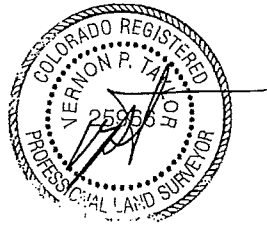
THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 903.50.00 FEET, A CENTRAL ANGLE OF 51°18'55", (THE CHORD OF WHICH BEARS S23°59'02"E A DISTANCE OF 782.42 FEET), AN ARC DISTANCE OF 809.19 FEET;
THENCE, S89°16'32"W A DISTANCE OF 107.11 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 796.50 FEET, A CENTRAL ANGLE OF 51°38'15", (THE CHORD OF WHICH BEARS N23°49'21"W A DISTANCE OF 693.79 FEET), AN ARC DISTANCE OF 717.84 FEET;
THENCE, N49°38'29"W A DISTANCE OF 1731.75 FEET;
THENCE, N40°15'29"E A DISTANCE OF 107.00 FEET;
THENCE, S49°38'29"E A DISTANCE OF 1324.28 FEET;
THENCE N40°21'31"E, A DISTANCE OF 429.09 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 24°08'46", (THE CHORD OF WHICH BEARS N64°14'57"E A DISTANCE OF 435.05 FEET), AN ARC DISTANCE OF 438.29 FEET;
THENCE, N76°19'20"E A DISTANCE OF 1675.60 FEET;
THENCE, S13°40'40"E A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11.426 ACRES MORE OR LESS.

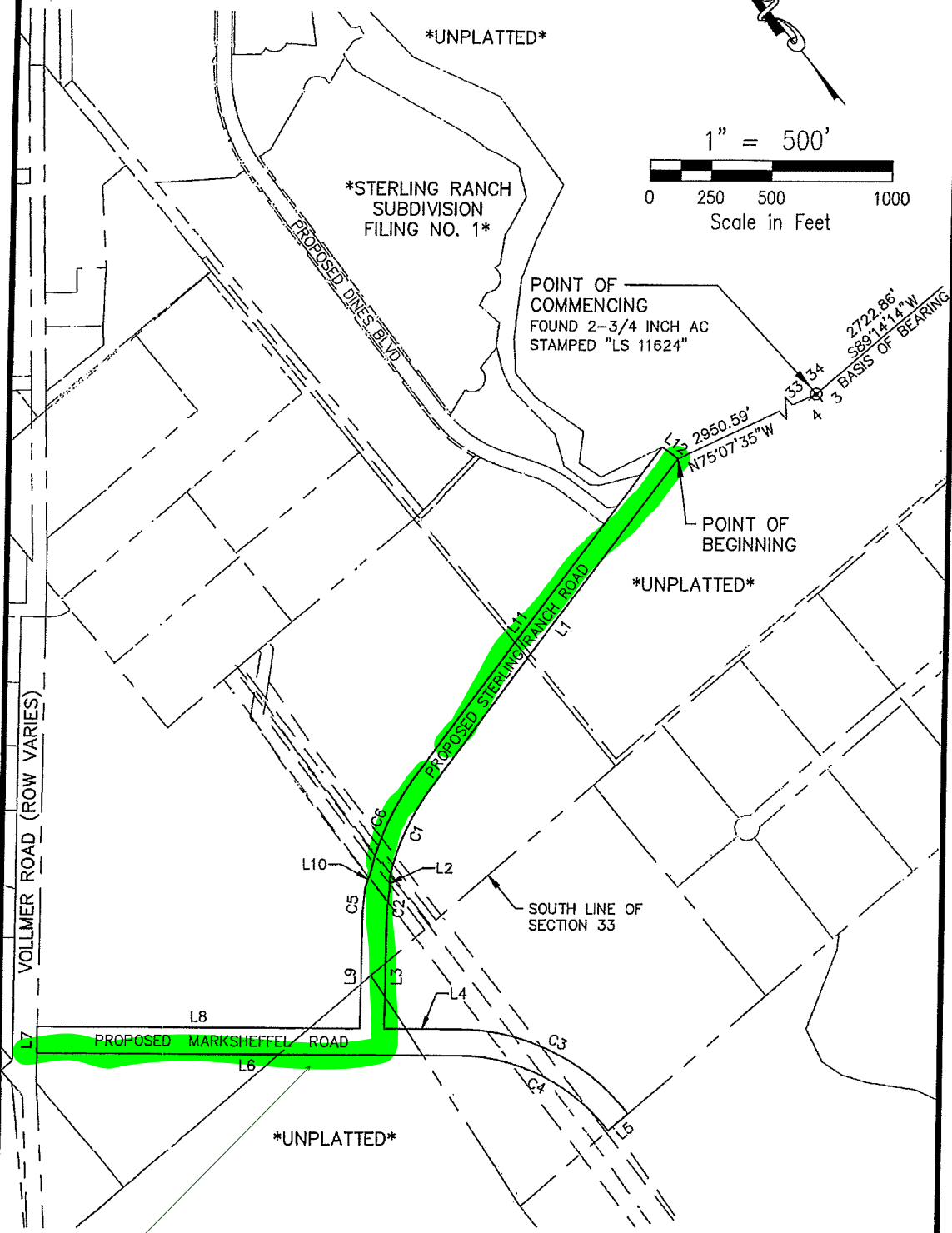
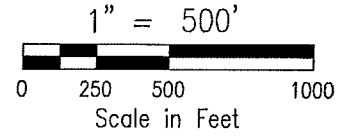
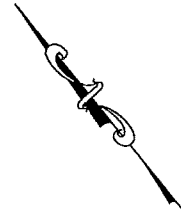
Vernon P Taylor 5/19/17

PREPARED BY:

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



ACCESS EASEMENT EXHIBIT "A"



Hatch area

ACCESS EASEMENT
EXHIBIT "A"
JOB NO. 09-002
DATE PREPARED: 05/19/2017



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

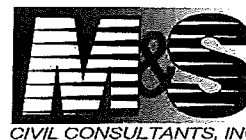
ACCESS EASEMENT
EXHIBIT "A"

EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1675.60'	S76°19'20"W
L2	60.83'	S41°03'23"W
L3	429.09'	S40°21'31"W
L4	307.66'	S49°38'29"E
L5	107.11'	S89°16'32"W
L6	1731.75'	N49°38'29"W

EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
L7	107.00'	N40°15'29"E
L8	1324.28'	S49°38'29"E
L9	429.09'	N40°21'31"E
L10	60.83'	N59°59'22"E
L11	1675.60'	N76°19'20"E
L12	80.00'	S13°40'40"E

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	402.26	960.00	24°00'30"	S64°19'05"W	399.33'
C2	138.53	950.00	8°21'18"	S44°32'10"W	138.41'
C3	809.19	903.50	51°18'55"	S23°59'02"E	782.42'
C4	717.84	796.50	51°38'15"	N23°49'21"W	693.79'
C5	156.27	1050.00	8°31'38"	N44°37'20"E	156.13'
C6	438.29	1040.00	24°08'46"	N64°14'57"E	435.05'

ACCESS EASEMENT
EXHIBIT "A"
JOB NO. 09-002
DATE PREPARED: 05/19/2017



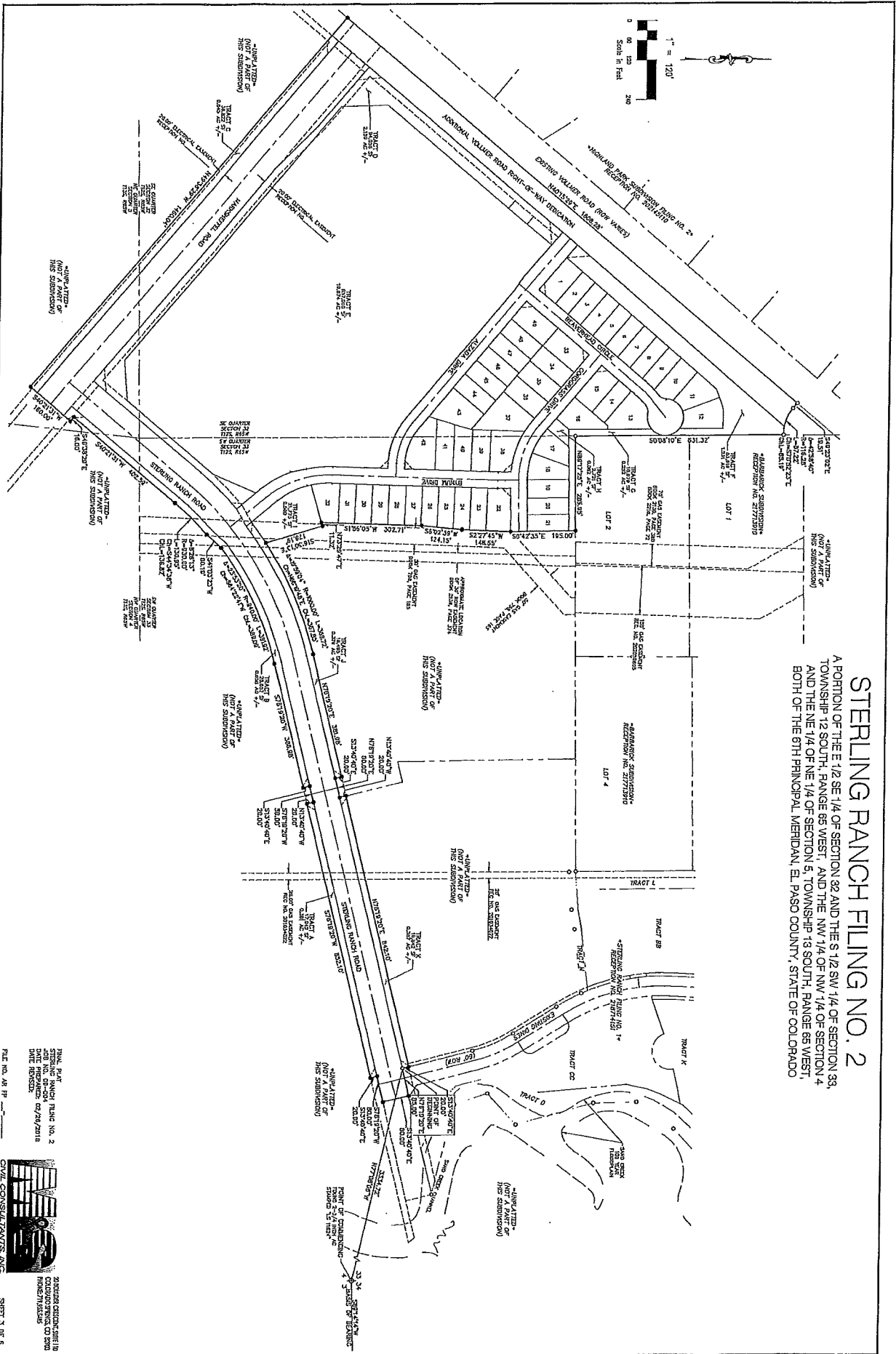
CIVIL CONSULTANTS, INC.

20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485

SHEET 2 OF 2

ATTACHMENT B

Roads Being Platted on Sterling Ranch Filing No. 2



STERLING RANCH FILING NO. 2
 A PORTION OF THE E 1/2 SE 1/4 OF SECTION 32 AND THE S 1/2 SW 1/4 OF SECTION 33,
 TOWNSHIP 12 SOUTH, RANGE 85 WEST, AND THE NW 1/4 OF NW 1/4 OF SECTION 4
 AND THE NE 1/4 OF NE 1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 85 WEST,
 BOTH OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO

FILE NO. AN 11-
 SHEET 3 OF 6
 CIVIL CONSULTANTS, INC.
 10000 CENTRAL BLVD
 HOUSTON, TEXAS 77036
 DATE REVISION: 02/24/2018

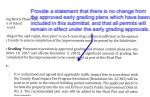
Markup Summary

dsdrice (2)



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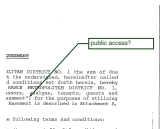
Address escrow agreement and contribution of this filing.



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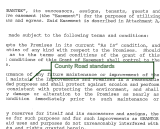
Provide a statement that there is no change from the approved early grading plans which have been included in this submittal, and that all permits will remain in effect under the early grading approvals.

dsdparsons (8)



Subject: Callout
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public access?



Subject: Callout
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Author: dsdparsons
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County Road standards



Subject: Callout
Page Label: 6
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PJ- I am confused. This roadway needs to be owned by the District do that public access is guaranteed.



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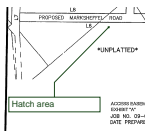
Does Morley Investments need to be the grantor?



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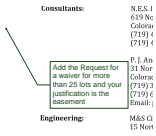


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Subject: Callout
Page Label: 12
Author: dsdparsons
Date: 10/18/2018 2:34:51 PM
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Hatch area



Subject: Callout
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Add the Request for a waiver for more than 25 lots and your justification is the easement