

**PUBLIC RIGHT OF WAY LICENSE AGREEMENT
FOURSQUARE AT STERLING RANCH EAST FILING NO. 1**

THIS PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT (“Agreement”), is made this 29th day of September, 2023, between EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Licensor”), and STERLING RANCH METROPOLITAN DISTRICT NO. 3, a quasi-municipal entity and political subdivision of the State of Colorado, whose mailing address c/o 2154 E. Commons Ave., Suite 2000, Centennial, Colorado 80122 (“Licensee”). The Licensor and the Licensee may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

RECITALS

WHEREAS, Licensee plans to develop on the Property legally described in Exhibit A, attached hereto and incorporated herein by reference, a subdivision to be known as Foursquare at Sterling Ranch East Filing No. 1; and

WHEREAS, the County will own certain rights-of-way known as Maricopa Court, Idaho Falls Drive, Salt Lake Way, Pagosa Springs Place, Estes Park Path, Rio Rancho Trail and Sterling Ranch Road to be platted within the Property; and

WHEREAS, Licensee desires to use the Licensor's right-of-way for the following purposes: installation of public roadway, street lights and mailbox kiosk improvements and maintenance and repair of same within the Licensor's right-of-way (collectively, the “Improvements”); and

WHEREAS, the Licensor, as a convenience to the Licensee, consents to allow the Licensee to use portions of its rights-of-way for the purposes of constructing, maintaining and repairing the Improvements; and

WHEREAS, Licensee is required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor’s right-of-way.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Description and Use of the Licensor’s Premises: Licensor hereby grants to Licensee a License for the installation, maintenance, repair and replacement of the Improvements within those portions of the Licensor’s owned rights-of-way known as Maricopa Court, Idaho

Falls Drive, Salt Lake Way, Pagosa Springs Place, Estes Park Path, Rio Rancho Trail and Sterling Ranch Road, generally illustrated in Exhibit A, attached hereto, which areas are depicted and labeled on Exhibit B (the "Licensed Premises"). If the Improvements include any lighting fixtures or features, other than streetlights, the use of such lighting must immediately cease upon written direction of the County Engineer and may not resume until written permission is granted. As this Agreement only creates a License, each Parties' rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create any type of real estate interest of any kind or nature or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of Licensee, its employees, agents, servants and invitees for any lawful purposes associated with the construction, use, and maintenance of the Improvements. The Improvements shall be owned by Licensee.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue until Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

4. Additional License Terms:

a. Utilities. Licensee is responsible to ensure no damage occurs to existing utility and other installations that may be present on the right of way during installation, construction, maintenance or repair of the Improvements. Licensor reserves the right to issue work in the right of way permits allowing installation of utilities in the Licensor's public right of way. Licensee shall not interfere with these installations, which will take precedence over any Improvements now in place or installed in the future. If any utility installation damages all or any portion of the permitted Improvements within the Licensed Premises, Licensor shall have no liability to Licensee for such damages.

b. Damage. Licensee is responsible for reimbursing Licensor for the repair of any damage to fences, signs, delineators, guardrails, landscape plantings of Licensor, or any other right of way improvements resulting from Licensee's operations. Licensee shall hold Licensor, its elected officials, appointees, officers, and employees free and harmless from all risk of injury or damage to Licensee, property of Licensee, and Licensee's agents, employees, assigns and successors or others which may result from debris, foreign objects, or chemical contamination resulting from normal maintenance activities performed by Licensor. Licensee is responsible for reimbursing Licensor for the repair and re-survey of any damage and disturbance to any survey monuments resulting from activities within the Licensed Premises by Licensee.

c. Licensor's Need for Right of Way. Licensor will not replace or relocate any Improvements placed within the public right of way or the Licensed Premises if Licensor has to remove Improvements, in whole or in part, for any reason including but not limited to safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

d. Work in the Right of Way Permit. Prior to any major construction, operation, and/or landscaping activities within the Licensed Premises, Licensee shall obtain a Work in the Right of Way Permit from the El Paso County Department of Public Works in accordance with the El Paso County Engineering Criteria Manual. A new Work in the Right-of-Way Permit will be required whenever the previous Work in the Right-of-Way Permit has expired or for each new activity in the then current Work in the Right-of-Way Permit.

e. Provision of Utilities. If the Improvements are connected to any utilities, e.g. water or electricity, Licensee shall be responsible for complying with all rules and paying all rates and costs established by the utility providers.

f. Maintenance of Improvements. As the Improvements will be a part of Licensor's public right of way, Licensee is expected to maintain the Improvements in an acceptable manner and in accordance with applicable laws and County regulations. Upon notice of any deficiency in the Improvements, either: a) by Licensor; or b) by its own observation; or c) by any other means, Licensee shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor to correct the deficiency and to protect the safety of the traveling public. In the event Licensee, for any reason, does not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill Licensee for such work. Licensee shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the right of way and/or the public's health, safety, and welfare.

g. Maintenance of Right of Way. As part of its normal maintenance, repair and snow removal operations, Licensor may drive across or work adjacent to the Licensed Premises. Though Licensor shall take reasonable care when doing so, Licensor shall not be responsible to Licensee for any damage to the Improvements that may occur in the course of maintenance, repair or snow removal operations. Licensor will not provide snow removal within the Licensed Premises. Some snow may be left in front of the Licensed Premises during normal snow removal activities.

h. Natural Disasters. Licensor shall not be liable to Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements. In the event the Licensed Premises are damaged due to a natural disaster, it shall be the sole responsibility and cost of Licensee to return the Licensed Premises and, if it so elects, the Improvements, to their original condition. If Licensee chooses not to replace or repair the Improvements and instead wishes to terminate the License Agreement, the provisions of paragraph 5.b. below apply.

5. Termination:

a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the

Licensee, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. In addition, the El Paso County Engineer shall have the authority to immediately terminate the License on all or part of the Licensed Premises if he or she determines that the public health, safety or welfare is adversely affected by the License. Upon such termination, Licensor may direct Licensee to remove all or a portion of the Improvements from the Licensed Premises at Licensee's sole expense, and Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensee. Licensee at any time shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensor. Upon termination by Licensee of the License on all or part of the Licensed Premises, and if requested by Licensor, Licensee shall remove the Improvements within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements. If the License is terminated on only a portion of the Licensed Premises, Licensor and Licensee shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

6. Condition of the Licensed Premises, Obligation to Make Repairs, Obligation to Remain in Compliance with Laws: Licensee agrees and understands that it commences its use of the Licensed Premises "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of Licensor's title to the Licensed Premises. It shall be Licensee's sole obligation to maintain and make any necessary repairs to the Improvements and the Licensed Premises, and to do so in full compliance with the requirements of the El Paso County Department of Public Works and any and all other applicable state, federal, or local laws, regulations, and ordinances.

7. Indemnification/Hold Harmless: Licensee shall indemnify and hold Licensor and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with, Licensee's, its contractors', agents', or employees' activities on the Licensed Premises, failure to comply with the terms of this Agreement, or failure to maintain the Licensed Premises in a safe condition. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Licensor or Licensee pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

8. Assignment: Licensee shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Should Licensor

agree to such assignment, Licensor and Licensee hereby expressly agree that the intent of such benefit to said successors in title is not to create an easement in the Licensed Premises, but rather, a License. Licensor and Licensee, both for themselves and for their successors in title, agree that this License is terminable at the will of Licensor as set forth in Paragraph 5 above. Evidence of any such assignment or termination shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

9. Construction: The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Improvements described herein.

10. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

11. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

12. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party hereto for any breach or other failure to perform this Agreement.

13. Entire Agreement: This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties hereto.

14. Binding: Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of Licensor and Licensee in the event the Licensor agrees to an assignment of the Agreement.

15. Authority: The undersigned hereby acknowledge and represent that they have legal authority to bind the Party for whom they are executing this Agreement.

16. Applicable Law: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

17. Execution: This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

18. Recording: This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.

ATTEST:

LICENSOR:
BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Steve Schleiker
County Clerk and Recorder

By: _____
Cami Bremer, Chair

APPROVED AS TO FORM:

By: _____
County Attorney's Office

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Chair of the Board of County Commissioners of El Paso County, Colorado, and as attested to by Steve Schleiker, County Clerk and Recorder.


WITNESS my hand and official seal.

My Commission Expires: _____.

Notary Public

LICENSEE:
STERLING RANCH METROPOLITAN DISTRICT NO. 3

By: _____



Name: Doug Stimple

Title: President

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

The foregoing instrument was acknowledged before me this 8th day of August, 2024, by Doug Stimple, as President of the Sterling Ranch Metropolitan District No. 3, a quasi-municipal entity and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: 12.02.2025.

Christine L. Wise
Notary Public

CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2025



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

LEGAL DESCRIPTION: FOURSQUARE AT STERLING RANCH EAST FILING NO. 1

A PARCEL OF LAND BEING A PORTION OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE 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 S19°38'14"E, A DISTANCE OF 3075.46 FEET TO THE POINT OF BEGINNING;

THENCE S50°26'12"E, A DISTANCE OF 587.17 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE LEFT, HAVING A DELTA OF 26°05'19", A RADIUS OF 175.00 FEET, AND A DISTANCE OF 79.68 FEET TO A POINT OF TANGENT;
THENCE S76°31'31"E, A DISTANCE OF 326.08 FEET;
THENCE S13°28'29"W, A DISTANCE OF 316.54 FEET;
THENCE S76°31'31"E, A DISTANCE OF 864.70 FEET;
THENCE S13°28'29"W, A DISTANCE OF 564.46 FEET;
THENCE N76°31'31"W, A DISTANCE OF 829.70 FEET;
THENCE N31°31'31"W, A DISTANCE OF 49.50 FEET;
THENCE N13°28'29"E, A DISTANCE OF 10.00 FEET;
THENCE N76°31'31"W, A DISTANCE OF 80.00 FEET;
THENCE S13°28'29"W, A DISTANCE OF 10.00 FEET;
THENCE S58°28'13"W, A DISTANCE OF 49.50 FEET;
THENCE N76°31'31"W, A DISTANCE OF 232.56 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE RIGHT, HAVING A DELTA OF 26°05'19", A RADIUS OF 1,935.00 FEET, AND A DISTANCE OF 881.07 FEET TO A POINT OF TANGENT;
THENCE N50°26'12"W, A DISTANCE OF 161.33 FEET;
THENCE N05°26'12"W, A DISTANCE OF 28.28 FEET;
THENCE N39°33'48"E, A DISTANCE OF 960.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 36.647 ACRES (1,596,330 SF).

LEGAL DESCRIPTION STATEMENT:

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

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



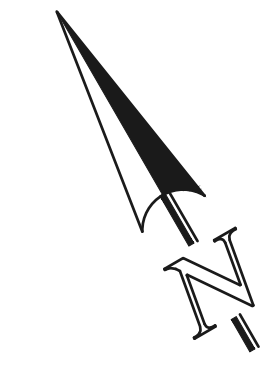
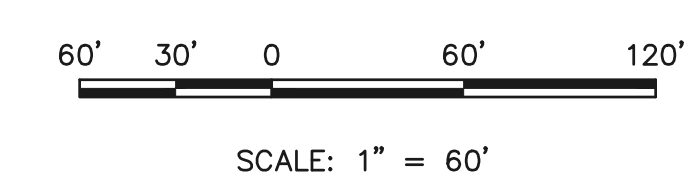
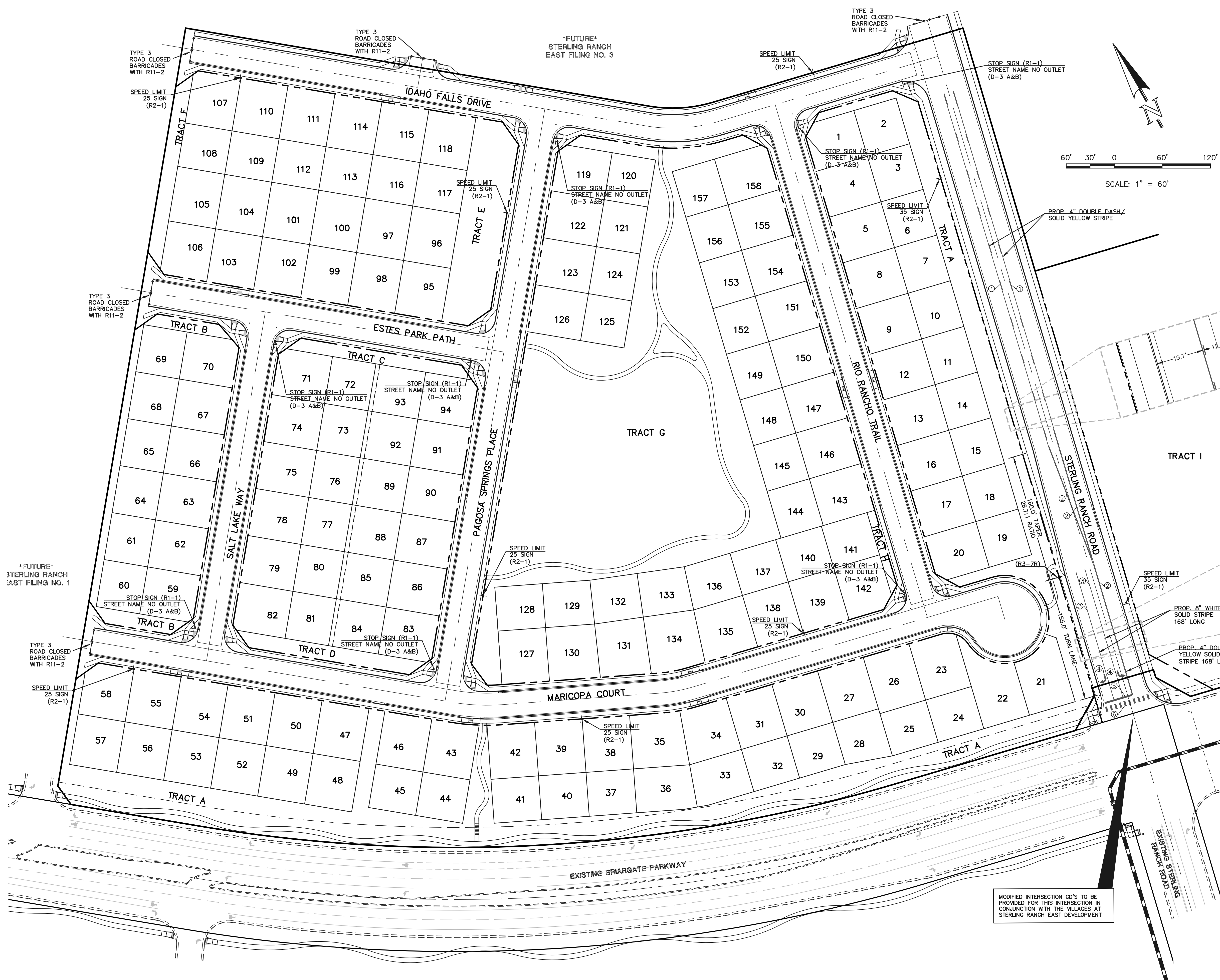
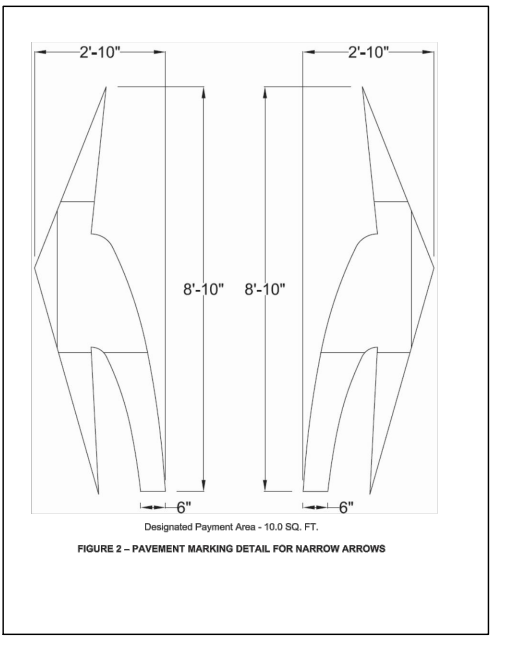
OCT 10, 2022
DATE

NOTE TO CONTRACTOR

ALL 4", 6" & 8" SOLID OR SKIP PAVEMENT MARKING ARE TO BE EPOXY.
LEFT/RIGHT TURN ARROWS, STOP LINES AND CROSSWALK LINES ARE TO BE 90 MIL PREFORMED THERMOPLASTIC PAVEMENT MARKING TYPE B.

STRIPING LEGEND		
STRIPE O	PAVEMENT MARKINGS	MARKING DESCRIPTION
1	CENTER LINES (EPOXY)	DOUBLE DASH YELLOW, 4" WIDE-SPACED 4" APART
2	LANE LINES (EPOXY)	DOUBLE SOLID YELLOW, 4" WIDE-SPACED 4" APART
3	CHANNELIZING LINES (EPOXY)	SOLID WHITE, 8" WIDE
4	TURN ARROW MARKINGS (EPOXY)	SEE DETAIL BELOW
5	STOP LINES (THERMO PLASTIC)	SOLID WHITE, 24" WIDE
6	CROSSWALK LINES (THERMO PLASTIC)	SOLID WHITE, 24" WIDE, 9' LONG, 48" GAPS

*NOTE: ALL STRIPING INSTALLATION SHALL BE PER COLORADO DEPARTMENT OF TRANSPORTATION "M&S STANDARDS" STANDARD PLAN NO. S-627-1



SPEED LIMIT 25
SPEED LIMIT (R2-1)
24"x30"

SPEED LIMIT 35
SPEED LIMIT (R2-1)
24"x30"

STREET NAME NO OUTLET
STREET NAME
STREET NAME (D-3)

STOP (R1-1)
(30x30)

NOTE:
ALL INTERNAL SIGNS SHALL BE 4" FONT LETTER SIZE.
6" FONT LETTER SIZE ON ALL STREETS POSTED 30MPH OR GREATER

RAIL LENGTH TABLE *

TYPE 3 BARRICADE	FIXED	MOVABLE	LENGTH
F - A	M - A		8' - 14'
F - B	M - B		15' - 24'
F - C	M - C		25' - 35'
F - D	M - D		> 35'

MOVABLE-SKIDS
AS REQUIRED *
ROAD CLOSED R11-2
DETOUR M4-10(R)
5' MIN.
SHOWBOARDS FOR ADDED STABILITY
6'-6" MAX. 5'-0" MIN.

MOVABLE-HINGED
5' MIN.

RIGHT LANE MUST TURN RIGHT
(R3-7R)
(30x30)

MODIFIED INTERSECTION CD'S TO BE PROVIDED FOR THIS INTERSECTION IN CONJUNCTION WITH THE VILLAGES AT STERLING RANCH EAST DEVELOPMENT

TYPICAL TYPE 3 BARRICADES

SIDEWALK NOTES:

DEVELOPER IS REQUIRED TO CONSTRUCT SIDEWALK ADJACENT TO ALL TRACTS. (TYPICAL) AS SHOWN THE WIDTH OF THE PEDESTRIAN RAMPS MUST MATCH THE WIDTH OF SIDEWALKS. (TYPICAL)

ADDITIONAL NOTES

- 4" LETTERS ON STREET NAME SIGNS INTERSECTING STREET OF 25 MPH OR LESS.
6" LETTERS ON STREET NAME SIGNS INTERSECTING STREETS OF 30 TO 40 MPH'S.
8" LETTERS ON STREET NAME SIGNS INTERSECTING STREETS OF GREATER THAN 40 MPH.
- PRIVATE STREET NAME SIGNS TO BE WHITE ON BROWN

48 HOURS BEFORE YOU DIG,
CALL UTILITY LOCATORS
811
UTILITY NOTIFICATION CENTER OF COLORADO
IT'S THE LAW

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NO.	REVISION	DATE	REVIEW:

PREPARED UNDER MY DIRECT SUPERVISION FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC

DAVID L GIBSON, COLORADO P.E. #46477 DATE

CLASSIC CONSULTING ENGINEERS & SURVEYORS

619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903

(719)785-0790
(719)785-0799(Fax)

FOURSQUARE AT STERLING RANCH EAST
FILING NO. 1
STREET IMPROVEMENT PLANS

DESIGNED BY DLG SCALE DATE 08-28-23
DRAWN BY JRH (H) 1" = 50' SHEET 17 OF 29
CHECKED BY (V) 1" = 5' JOB NO. 1183.23