



**TEMPORARY PUBLIC TURNAROUND EASEMENT
(SADDLEHORN RANCH FILING NO. 1)**

This Temporary Public Turnaround Easement ("Easement") is granted this [25th], day of [MAY], 2021 by **GORILLA CAPITAL CO SADDLEHORN RANCH, LLC** (the "Owner"), a Colorado limited liability company, whose principal office address is 1342 High Street, Eugene, Oregon 97401, to **EL PASO COUNTY**, a body politic organized under and existing by virtue of the laws of the State of Colorado (the "County"), whose address is 200 South Cascade Avenue, Colorado Springs, CO 80903.

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner for the purpose of allowing the County access to operate, maintain, repair, and replace a public road turnaround and appurtenant improvements, including but not limited to slope and drainage, , the Owner hereby grants to the County, its contractors, subcontractors, agents, employees, and successors, a non-exclusive temporary public turnaround easement on, through, over and along a certain parcel or real property (the "Temporary Easement Property"). The Temporary Easement Property is described in the attached Exhibit A which is hereby incorporated by reference.

The term of this Easement shall begin upon the date hereof and shall automatically terminate upon the preliminary acceptance by the County of public road improvements connecting to the terminus of El Raiceno Trail as depicted on the final plat of Saddlehorn Ranch Filing No. 1 ("Term of Easement"). Upon expiration of the Term of Easement, all rights granted under this Easement shall be released and the Temporary Easement Property shall be considered free and clear of this Easement.

The Owner hereby covenants and agrees that Owner has good title to the Temporary Easement Property and that Owner has good and lawful right to grant this Easement, and that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

The Owner covenants that no building, structure, or other above or below ground improvement or obstruction that may interfere with the purpose for which this Easement is granted shall be placed, erected, installed or permitted upon the Temporary Easement Property during said Term of Easement. No trees or shrubs that will impair the structural integrity of any drainage facility shall be planted or allowed to grow in this area and may be removed by the County. That portion of the Easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Owner, or anyone claiming by, through, or under Owner, perform any act or thing which is or may be detrimental to or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage. The Owner further agrees that Owner shall not use the Temporary Easement Property in a manner inconsistent with the Easement granted herein. In the event the terms of this Easement are violated, such violation shall immediately be corrected upon the receipt of written

notice from the County. If not corrected by the Owner, the County may elect to correct or eliminate such violation at the Owner's expense or to enforce the terms of the Easement through any legal means available. The Owner shall promptly reimburse the County for any expenses incurred by the County in enforcing the terms of this Easement.

It is understood and agreed that any payment obligation of the County hereunder, shall extend only to funds appropriated or otherwise lawfully made available by the Board of County Commissioners for the County for the purpose of this Easement.

The benefits and conditions of this Easement shall extend to, be for the benefit of, and be binding upon the County and the Owner, and their successors or assigns. In the event the Owner conveys the Temporary Easement Property to a new owner prior to the expiration of the Term of Easement, the Owner agrees to provide notice of this Easement to the new owner prior to such conveyance.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed as of the day and year first above written.

EL PASO COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By

Chad O'Brien
Chad O'Brien
County Clerk & Recorder
STATE OF COLORADO

By

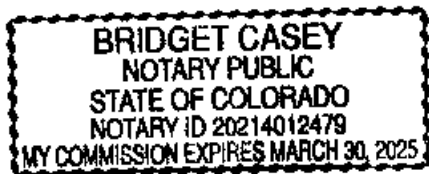
Stan VanderWerf
Stan VanderWerf, Chair

COUNTY OF EL PASO)
) ss.
)

The foregoing instrument was acknowledged before me this 29th day of May, 2021 by Stan VanderWerf, as Chair of the El Paso County Board of County Commissioners.

Witness my hand and official seal.

My Commission Expires: March 30, 2025



Bridget Casey
Notary Public

EXHIBIT A

EXHIBIT

**SADDLEHORN RANCH
PUBLIC TURNAROUND EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED "LS 17496 1992" AT THE NORTHWEST CORNER AND A NO. 6 REBAR IN A RANGE BOX AT THE SOUTHWEST CORNER, BEING ASSUMED TO BEAR S00°32'28"E.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N51°50'20"E A DISTANCE OF 2,264.10 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING FOUR (4) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N25°10'16"W, HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 313°29'23" AND AN ARC LENGTH OF 415.83 FEET, TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S42°48'01"W, HAVING A RADIUS OF 1,680.00 FEET, A CENTRAL ANGLE OF 00°11'54" AND AN ARC LENGTH OF 5.82 FEET, TO A POINT OF NON-TANGENT;
3. S42°34'07"W A DISTANCE OF 60.00 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S42°34'07"W, HAVING A RADIUS OF 1,620.00 FEET, A CENTRAL ANGLE OF 00°14'33" AND AN ARC LENGTH OF 6.86 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 17,517 SQUARE FEET OR 0.4021 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT

NW CORNER SECTION 3
T13S, R64W, 6TH PM
3.25" ALUMINUM CAP
STAMPED: LS 17496 1992
IN A RANGE BOX



UNPLATTED

500°32'28"E 5507.26'
BASIS OF BEARING
WEST LINE SEC. 3, T13S, R64W, 6TH P.M.

SEC. 3, T13S,
R64W, 6TH P.M.

$\Delta=313^{\circ}28'23"$ $R=76.00'$ $L=45.83'$

S42°34'07"W(R)
80.00'

$\Delta=0^{\circ}11'54"$
 $R=1680.00'$
 $L=5.82'$

$\Delta=0^{\circ}14'33"$
 $R=1620.00'$
 $L=6.86'$

S42°46'01"W(R)

PROPOSED
LOT 26

N51°50'20"E 2264.10'

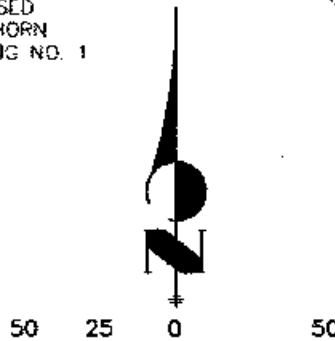
POINT OF
BEGINNING

EL RAICENO TRAIL

PROPOSED
SADDLEHORN
RANCH FILING NO. 1

PROPOSED
LOT 27

POINT OF COMMENCEMENT
NW CORNER SECTION 10
T13S, R64W, 6TH PM
NO. 6 REBAR WITH NO CAP
IN A RANGE BOX



ORIGINAL SCALE: 1" = 50'

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

PUBLIC TURNAROUND EASEMENT
SADDLEHORN RANCH
PROJECT NO.: 25142.01
DATE: 6/5/2020

SHEET: 2 OF 2



Central 303-740-3888 • Colorado Springs 719-583-2885
Fort Collins 970-481-2885 • www.jrengineering.com