

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

This Temporary Public Turnaround Easement (“**Easement**”) is granted this [____], day of [____], 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 and maintain a public turnaround for the purposes of safe traffic operation and roadway maintenance associated with the Saddlehorn Ranch Filing No. 1, 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 recordation of the Saddlehorn Ranch Filing No. 1 Plat with the Clerk and Recorder’s Office in and for El Paso County (“**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, but does not warrant title to either the Temporary Easement Property or the Easement, it being understood that the County has the ability to obtain title insurance with respect to the Easement granted herein.

The Owner covenants that no building, structure, or other above or below ground 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. 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. The Owner shall promptly reimburse the County for any expenses incurred by the County in enforcing the terms of this Easement.

This Easement is granted by the Owner subject to the following conditions: (i) all work performed by the County and its contractors in connection with this Easement shall be done with reasonable care; (ii) upon the Term of Easement in which Easement is terminated, the County shall be responsible for removal of all construction debris, grading of the Temporary Easement Property in such a manner as to be consistent with the project and the current use of the remainder of the property, and restoration of the surface to a condition substantially similar to the surface prior to the granting of the Easement; and (iii) the County shall cause said contractors to procure and maintain, until termination of this easement, liability insurance for damages imposed by law, of the kinds and in at least the amounts as the County normally requires for a project of this type.

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.

OWNER:

GORILLA CAPITAL CO SADDLEHORN RANCH, LLC,
A Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The forgoing Easement was acknowledged before me this _____ day of
_____, 2021, by _____ as
_____ of GORILLA CAPITAL CO SADDLEHORN RANCH, LLC, a
Colorado limited liability company.

My commission expires: _____

Witness my hand and official seal.

Notary Public

[Owner's Signature Page to Temporary Public Turnaround Easement Agreement]

COUNTY:

EL PASO COUNTY, _____

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2021
by _____, as _____ of El Paso County.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

[County's Signature Page to Public Turnaround Easement]

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°46'01"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

S00°32'28"E 5507.26'
BASIS OF BEARING
WEST LINE SEC. 3, T13S, R64W, 6TH P.M.

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

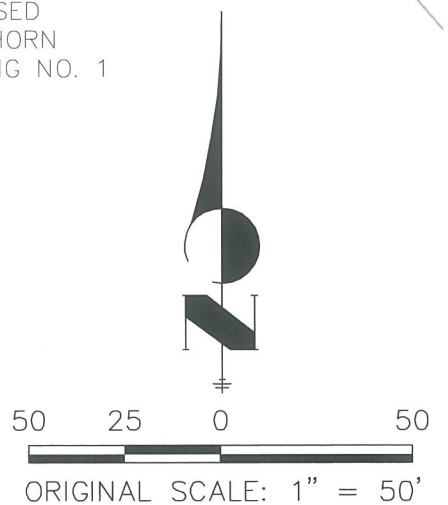
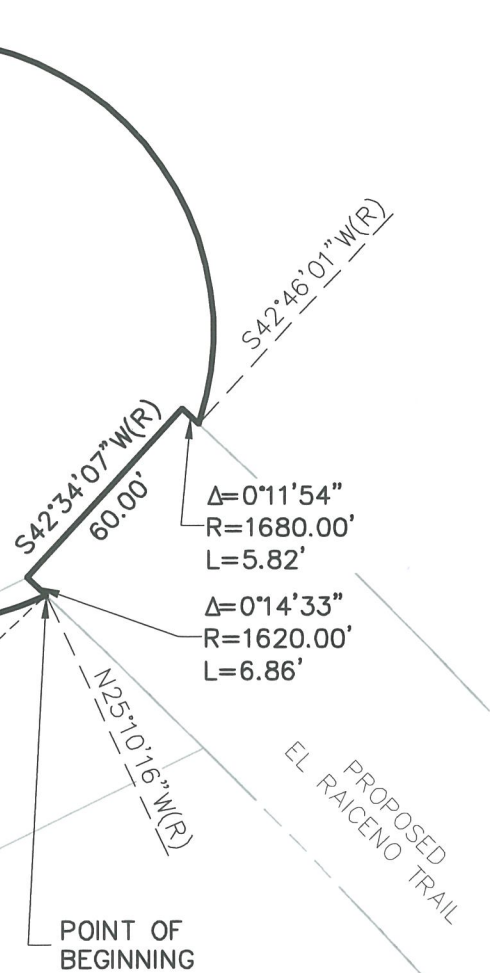
PROPOSED
LOT 26

N51°50'20"E 2264.10'

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



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

 **J-R ENGINEERING**
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT

**SADDLEHORN RANCH
PUBLIC TURNAROUND EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, 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 SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3" ALUMINUM CAP STAMPED "PLS 30130 2004" AT THE NORTH SIXTEENTH CORNER AND A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 38245" AT THE CENTER NORTH SIXTEENTH CORNER, BEING ASSUMED TO BEAR S89°34'01"W.

COMMENCING AT THE CENTER NORTH SIXTEENTH CORNER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE N51°34'22"E A DISTANCE OF 599.93 FEET, TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING FOUR (4) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°28'44"W, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 04°42'17" AND AN ARC LENGTH OF 13.96 FEET, TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N87°36'41"E, HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 313°29'21" AND AN ARC LENGTH OF 415.83 FEET, TO A POINT OF NON-TANGENT CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N24°33'52"W, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 3°16'06" AND AN ARC LENGTH OF 13.12 FEET, TO A POINT OF NON-TANGENT;
4. N49°37'00"W A DISTANCE OF 66.56 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 17,912 SQUARE FEET OR 0.4112 ACRES.

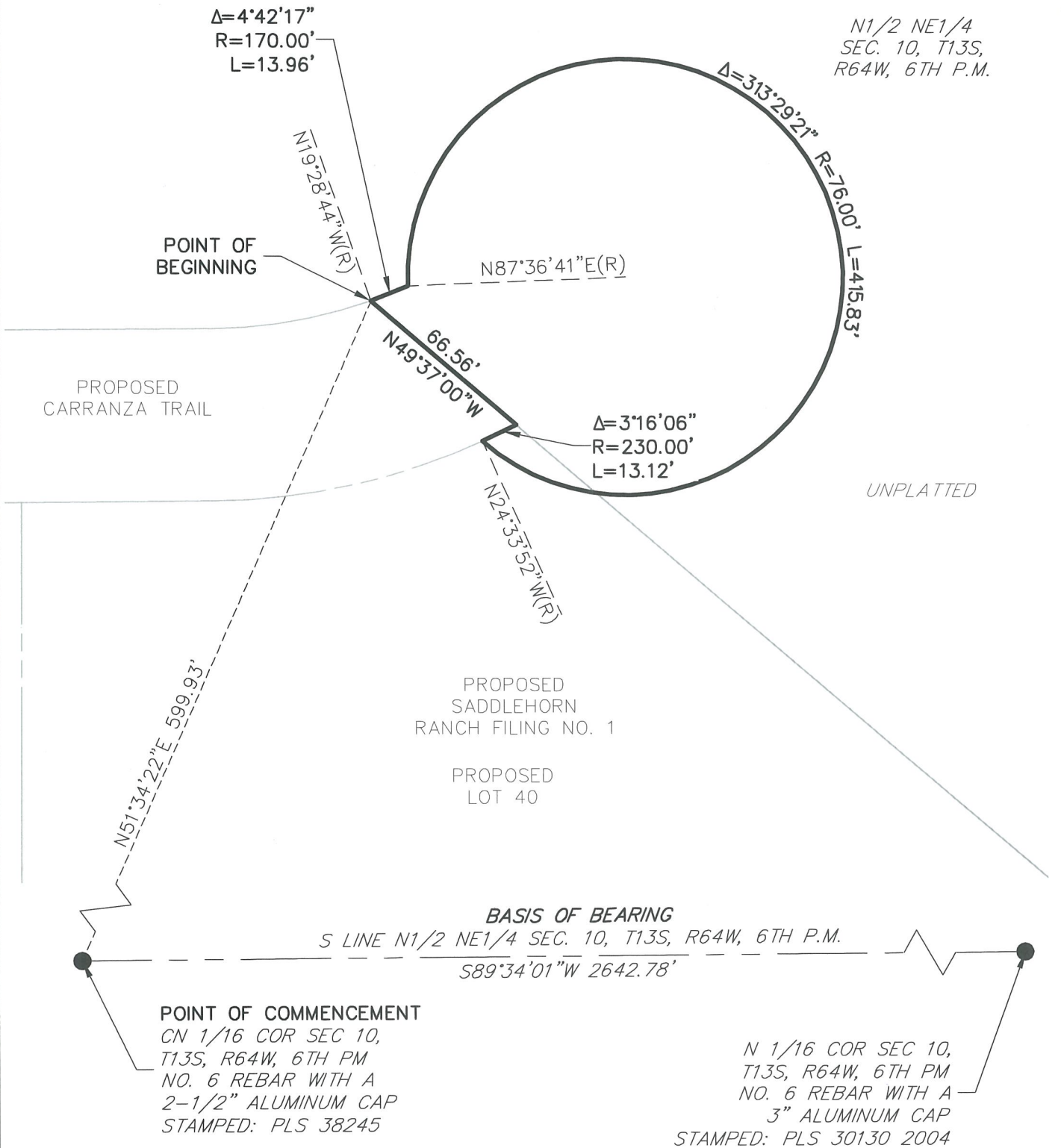
PROPERTY DESCRIPTION STATEMENT

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



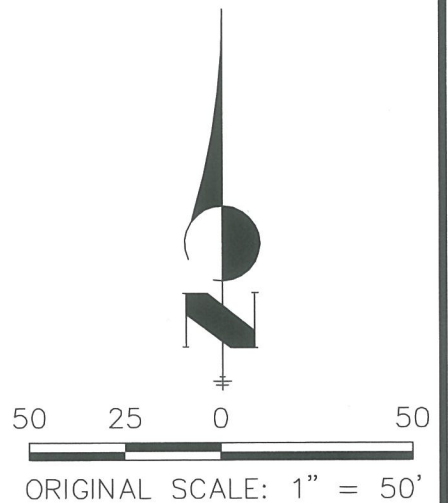
EXHIBIT



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: 06/05/2020

SHEET: 2 OF 2



J•R ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

**TEMPORARY DRAINAGE AND UTILITY EASEMENT
(SADDLEHORN RANCH FILING NO. 1)**

This Temporary Drainage and Utility Easement (“**Easement**”) is granted this [____], day of [____], 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 and maintain a roadside drainage ditch and public utility corridor associated with the Saddlehorn Ranch Filing No. 1, the Owner hereby grants to the County, its contractors, subcontractors, agents, employees, and successors, a non-exclusive temporary drainage and utility easement on, through, over, under, 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 recordation of the Saddlehorn Ranch Filing No. 1 Plat with the Clerk and Recorder’s Office in and for El Paso County (“**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, but does not warrant title to either the Temporary Easement Property or the Easement, it being understood that the County has the ability to obtain title insurance with respect to the Easement granted herein.

The Owner covenants that no building, structure, or other above or below ground 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. 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. The Owner shall promptly reimburse the County for any expenses incurred by the County in enforcing the terms of this Easement.

This Easement is granted by the Owner subject to the following conditions: (i) all work performed by the County and its contractors in connection with this Easement shall be done with reasonable care; (ii) upon termination of the Easement, the County shall be responsible for removal of all construction debris, grading of the Temporary Easement Property in such a manner as to be consistent with the project and the current use of the remainder of the property, and restoration of the surface to a condition substantially similar to the surface prior to the granting of the Easement; and (iii) the County shall cause said contractors to procure and maintain, until termination of this easement, liability insurance for damages imposed by law, of the kinds and in at least the amounts as the County normally requires for a project of this type.

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 termination of this 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.

OWNER:

GORILLA CAPITAL CO SADDLEHORN RANCH, LLC,
A Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The forgoing Easement was acknowledged before me this ____ day of _____, 2021, by _____ as _____ of GORILLA CAPITAL CO SADDLEHORN RANCH, LLC, a Colorado limited liability company

My commission expires: _____

Witness my hand and official seal.

Notary Public

[Owner's Signature Page to Temporary Drainage and Utility Easement Agreement]

COUNTY:

EL PASO COUNTY, _____

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2021
by _____, as _____ of El Paso County.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

[County's Signature Page to Temporary Drainage and Utility Easement]

EXHIBIT A

EXHIBIT

**SADDLEHORN RANCH
UTILITY & DRAINAGE 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 WITH NO CAP 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 N55°06'59"E A DISTANCE OF 2,343.69 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S47°44'09"W, HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF 05°10'02" AND AN ARC LENGTH OF 151.51 FEET, TO A POINT OF NON-TANGENT;

THENCE N42°34'07"E A DISTANCE OF 10.00 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S42°34'07"W, HAVING A RADIUS OF 1690.00 FEET, A CENTRAL ANGLE OF 05°08'11" AND AN ARC LENGTH OF 151.50 FEET, TO A POINT OF NON-TANGENT;

THENCE S42°31'10"W A DISTANCE OF 10.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,515 SQUARE FEET OR 0.0348 ACRES.

PROPERTY DESCRIPTION STATEMENT

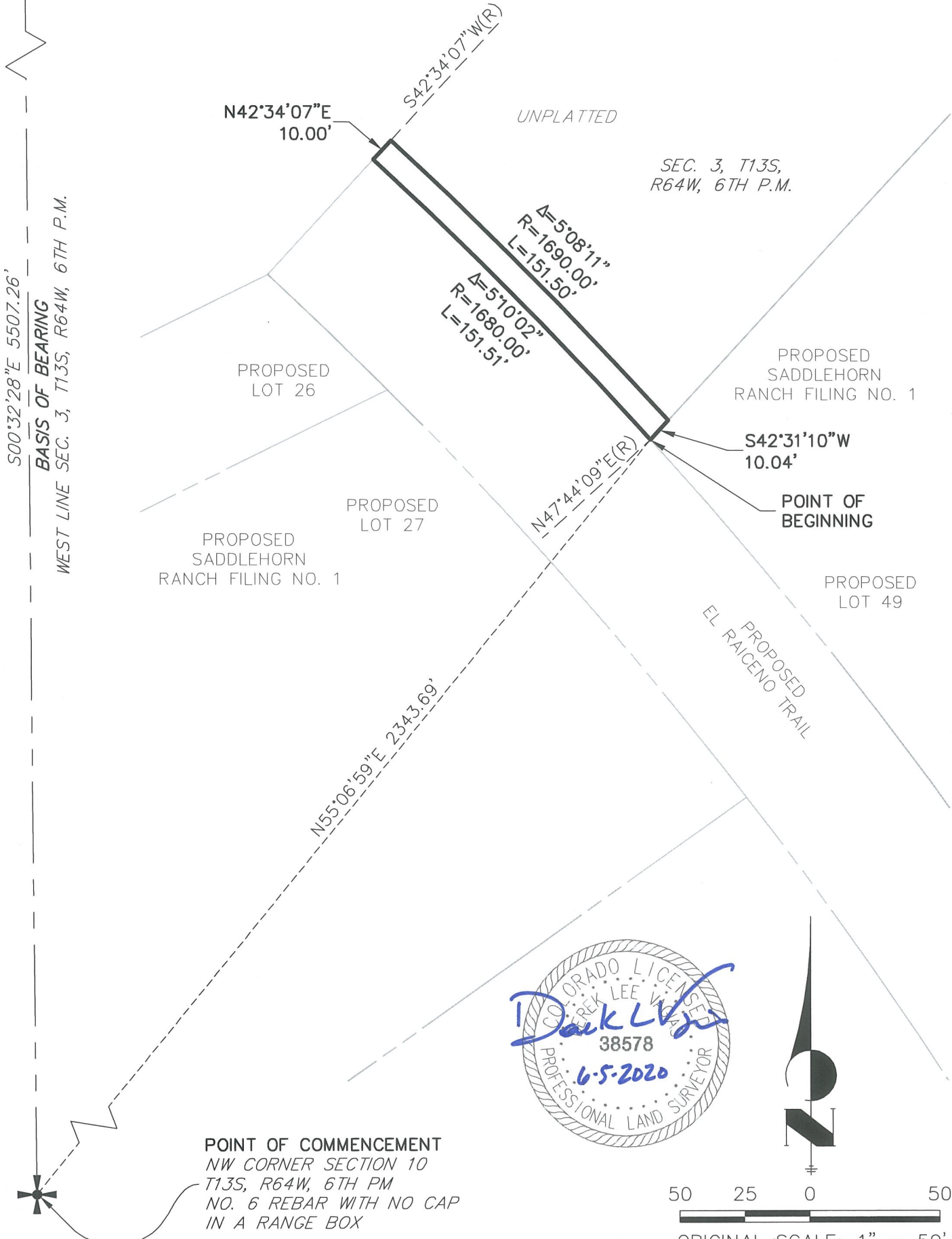
I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

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



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

UTILITY & DRAINAGE EASEMENT
SADDLEHORN RANCH
PROJECT NO.: 25142.01
DATE: 6/5/2020

EXHIBIT

**SADDLEHORN RANCH
UTILITY & DRAINAGE EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, 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 SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3" ALUMINUM CAP STAMPED "PLS 30130 2004" AT THE NORTH SIXTEENTH CORNER AND A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 38245" AT THE CENTER NORTH SIXTEENTH CORNER, BEING ASSUMED TO BEAR S89°34'01"W.

COMMENCING AT THE CENTER NORTH SIXTEENTH CORNER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE N47°43'35"E A DISTANCE OF 537.63 FEET, TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES:

1. N00°00'00"E A DISTANCE OF 10.00 FEET;
2. N89°34'03"E A DISTANCE OF 197.91 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 25°30'47" AND AN ARC LENGTH OF 71.25 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S83°55'40"E, HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 8°27'39" AND AN ARC LENGTH OF 11.22 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N24°11'01"W, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 23°45'03" AND AN ARC LENGTH OF 70.47 FEET, TO A POINT OF TANGENT;
6. S89°34'03"W A DISTANCE OF 197.98 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,686 SQUARE FEET OR 0.0617 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

N1/2 NE1/4
SEC. 10, T13S,
R64W, 6TH P.M.

UNPLATTED

PROPOSED
SADDLEHORN
RANCH FILING NO. 1

PROPOSED
LOT 41

N00°00'00"E
10.00'

N89°34'03"E 197.91'

S89°34'03"W 197.98'

POINT OF
BEGINNING

PROPOSED
CARRANZA TRAIL

$\Delta=25^{\circ}30'47''$
R=160.00'
L=71.25'

S83°55'40"E(R)

$\Delta=8^{\circ}27'39''$
R=76.00'
L=11.22'

N24°11'01"W(R)

$\Delta=23^{\circ}45'03''$
R=170.00'
L=70.47'

PROPOSED
SADDLEHORN
RANCH FILING NO. 1

PROPOSED
LOT 39

PROPOSED
LOT 40

N47°43'35"E 537.63'

N 1/16 COR SEC 10,
T13S, R64W, 6TH PM
NO. 6 REBAR WITH A
3" ALUMINUM CAP
STAMPED: PLS 30130 2004

BASIS OF BEARING

S LINE N1/2 NE1/4 SEC. 10, T13S, R64W, 6TH P.M.

S89°34'01"W 2642.78'

POINT OF COMMENCEMENT

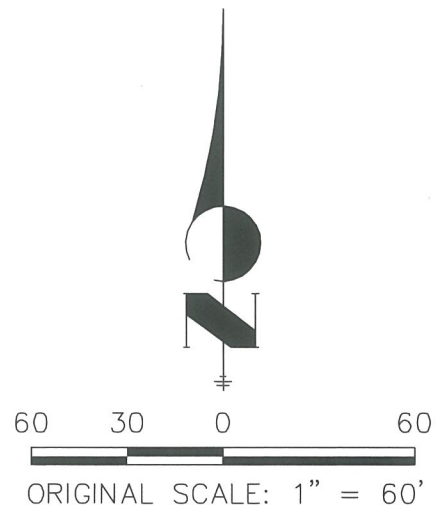
CN 1/16 COR SEC 10,
T13S, R64W, 6TH PM
NO. 6 REBAR WITH A
2-1/2" ALUMINUM CAP
STAMPED: PLS 38245



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

UTILITY & DRAINAGE EASEMENT
SADDLEHORN RANCH
PROJECT NO.: 25142.01
DATE: 6/5/2020

SHEET: 2 OF 2



J.R. ENGINEERING
A Westrian Company

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Fort Collins 970-491-9888 • www.jrengineering.com

**TEMPORARY ACCESS AND UTILITY EASEMENT
(SADDLEHORN RANCH FILING NO. 1)**

This Temporary Access and Utility Easement (“**Easement**”) is granted this [____], day of [____], 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 the **SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1** (the “**District**”), whose address is c/o 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122.

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 District access to construct, install, operate and maintain, an eight-inch PVC waterline associated with the Saddlehorn Ranch Filing No. 1, the Owner hereby grants to the District, its contractors, subcontractors, agents, employees, and successors, a non-exclusive temporary access and utility easement on, through, over, under, 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 recordation of the Saddlehorn Ranch Filing No. 1 Plat with the Clerk and Recorder’s Office in and for El Paso County (“**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, but does not warrant title to either the Temporary Easement Property or the Easement, it being understood that the District has the ability to obtain title insurance with respect to the Easement granted herein.

The Owner covenants that no building, structure, or other above or below ground 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. 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 District. If not corrected by the Owner, the District may elect to correct or eliminate such violation at the Owner’s expense. The Owner shall promptly reimburse the District for any expenses incurred by the District in enforcing the terms of this Easement.

This Easement is granted by the Owner subject to the following conditions: (i) all work performed by the District and its contractors in connection with this Easement shall be done with reasonable care; (ii) upon termination of the Easement, the District shall be responsible for removal of all construction debris, grading of the Temporary Easement Property in such a manner as to be consistent with the project and the current use of the remainder of the property, and restoration of the surface to a condition substantially similar to the surface prior to the granting of the Easement; and (iii) the District shall cause said contractors to procure and maintain, until termination of this easement, liability insurance for damages imposed by law, of the kinds and in at least the amounts as the District normally requires for a project of this type.

It is understood and agreed that any payment obligation of the District hereunder, shall extend only to funds appropriated or otherwise lawfully made available by the Board of Directors of the District 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 District 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.

OWNER:

GORILLA CAPITAL CO – SADDLEHORN RANCH, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The forgoing Easement was acknowledged before me this ____ day of _____, 2021, by _____ as _____ of GORILLA CAPITAL CO SADDLEHORN RANCH, LLC, a Colorado limited liability company.

My commission expires: _____

Witness my hand and official seal.

Notary Public

[Owner's Signature Page to Temporary Construction Easement Agreement]

DISTRICT:

**SADDLEHORN RANCH
METROPOLITAN DISTRICT NO. 1**, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Officer of the District

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____, as Officer of the Saddlehorn Ranch Metropolitan District No. 1.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

EXHIBIT

**SADDLEHORN RANCH
ACCESS AND UTILITY 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 WITH NO CAP 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 N42°20'00"E A DISTANCE OF 1,300.00 FEET, TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING NINE (9) COURSES:

1. N33°50'17"W A DISTANCE OF 21.66 FEET
2. N56°09'43"E A DISTANCE OF 26.55 FEET;
3. N63°48'26"E A DISTANCE OF 921.40 FEET;
4. N41°30'25"E A DISTANCE OF 98.23 FEET;
5. S48°13'05"E A DISTANCE OF 46.07 FEET;
6. S42°34'07"W A DISTANCE OF 30.00 FEET;
7. N47°42'00"W A DISTANCE OF 15.52 FEET;
8. S41°30'25"W A DISTANCE OF 60.97 FEET;
9. S63°48'26"W A DISTANCE OF 962.93 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 27,150 SQUARE FEET OR 0.6233 ACRES.

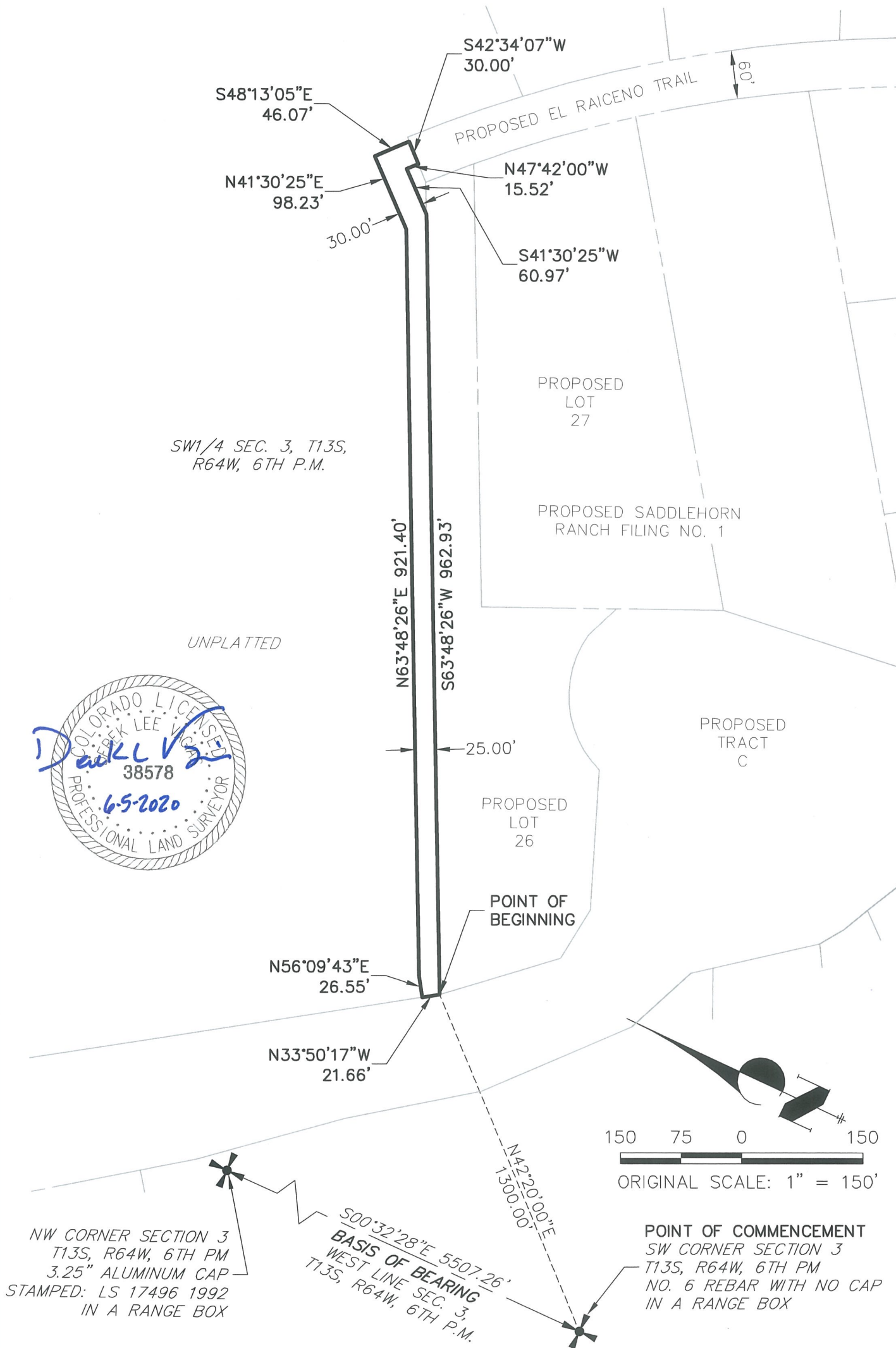
PROPERTY DESCRIPTION STATEMENT

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



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

ACCESS AND UTILITY EASEMENT
SADDLEHORN RANCH
PROJECT NO.: 25142.01
DATE: 6/5/2020

SHEET: 2 OF 2



J-R ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com