



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

This Temporary Access and Utility 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 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. 2 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.

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. 8 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.

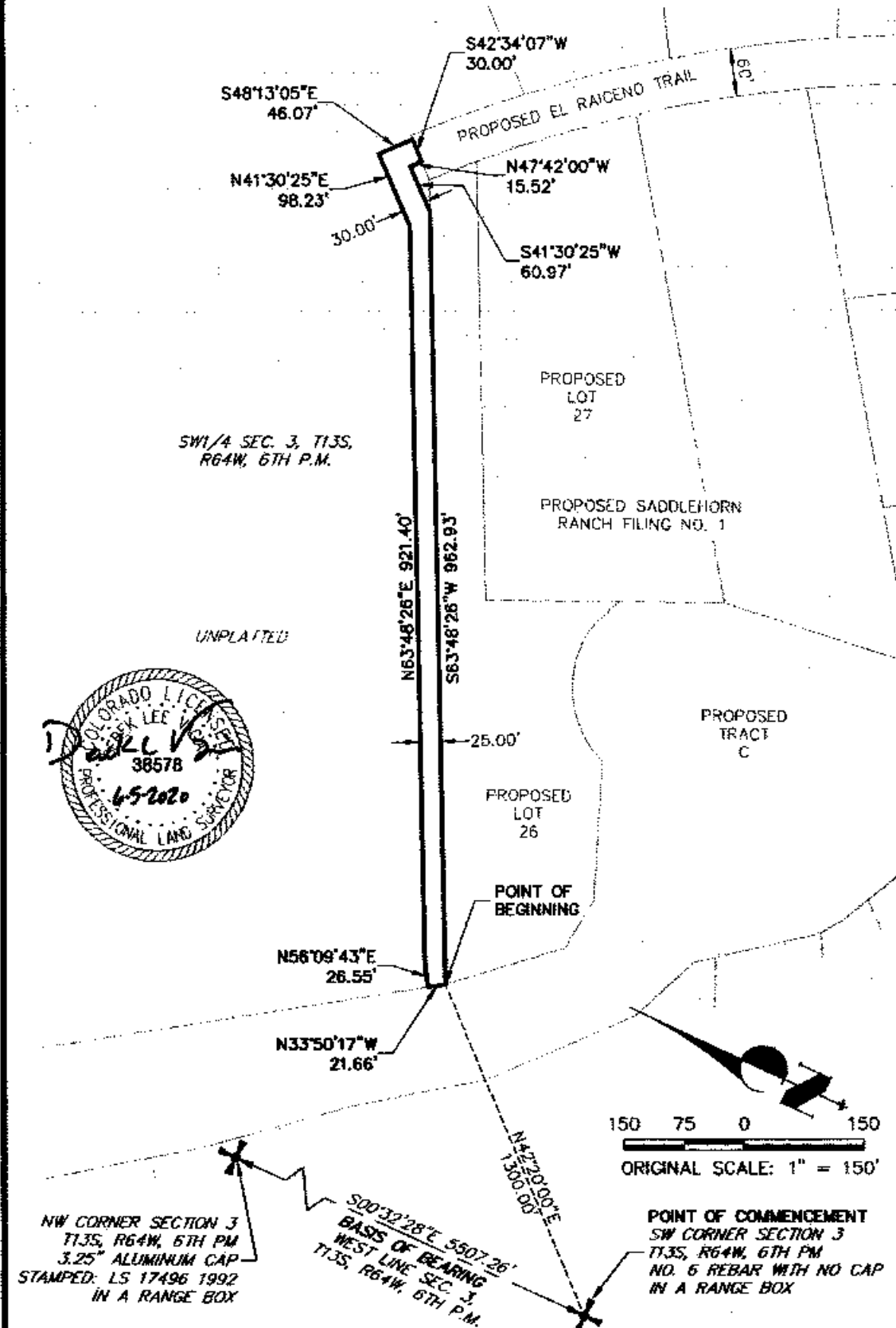
PROPERTY DESCRIPTION STATEMENT

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



SW1/4 SEC. 3, T13S, R64W, 6TH P.M.

UNPLATTED



PROPOSED TRACT C

PROPOSED LOT 26

POINT OF BEGINNING

150 75 0 150

ORIGINAL SCALE: 1" = 150'

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

S00°33'28"E 5507.26'
BASIS OF BEARING
WEST LINE SEC. 3,
T13S, R64W, 6TH P.M.

POINT OF COMMENCEMENT
SW CORNER SECTION 3
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.

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

SHEET: 2 OF 2



Colorado 303-792-9999 • Colorado Springs 719-530-2993
Fort Collins 970-491-9999 • www.jrengineering.com

DISTRICT:

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

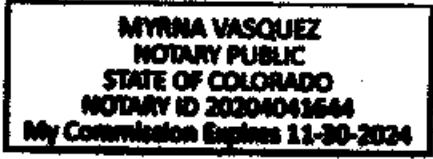
By: *[Signature]*
Officer of the District

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

The foregoing instrument was acknowledged before me this 18th day of May, 2021
by William Gumb as Officer of the Saddlehorn Ranch Metropolitan District No. 1.

Witness my hand and official seal.

My Commission Expires: 11.30.2024



Myrna Vasquez
Notary Public

EXHIBIT A