

**UTILITIES AND ACCESS EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **4 WAY RANCH JOINT VENTURE, LLC**, a Delaware limited liability company, whose address is 511 North Tejon Street, Suite 200, Colorado Springs, Colorado 80903 (the "Grantor"), hereby grants, bargains, sells and conveys to **4-WAY RANCH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Seter & Vander Wall, P.C., 7400 East Orchard Road, Suite 3300, Greenwood Village, Colorado 80111 (the "District"), its successors and permitted assigns, a perpetual exclusive easement (the "Easement") to install, construct, reconstruct, access, operate, use, maintain, repair, replace and/or remove certain water, sewer, and other utility and access improvements, and appurtenances thereto, including, but not limited to, water lines, ditches, storm and sanitary sewers, flood and surface drainage, lift stations, force mains, buildings and other structures, sheds, power poles, generators, roads, gates, fences, and other water, sewer, and other utility and access improvements and appurtenances deemed appropriate by the District (the "Improvements") in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described in **Exhibits A and B** attached hereto and incorporated herein by this reference (the "Premises"). Said Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, access, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor or at Grantor's instruction subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, subject to the Grantor's prior approval, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, access, use, maintenance, repair, replacement and/or removal of the Improvements as may be

reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein are abandoned by the District or any permitted assignee under paragraph 6 hereof by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and

that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against the District in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure, or other means.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and the District.

10. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

DATED this 19<sup>th</sup> day of October, 2015.

GRANTOR:

4 WAY RANCH JOINT VENTURE, LLC, a  
Delaware limited liability company

Peter Linneman  
By: Peter Linneman  
Its: CEO

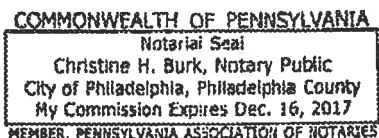
STATE OF PENNSYLVANIA     )  
  ) ss.  
COUNTY OF PHILADELPHIA    )

The foregoing instrument was acknowledged before this 12<sup>th</sup> day of October, 2015 by Peter Linneman, as CEO, of 4 Way Ranch Joint Venture, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: Dec. 16, 2017

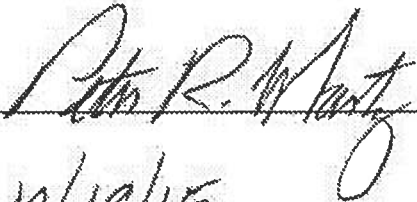
[SEAL]



Christine H. Burk  
Notary Public

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Agreement.

By:   
Date: 10/19/15

**EXHIBIT A**  
**Legal Description of Utilities and Access Easement**

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE EASTERLY END OF COURSE ON THE NORTHERLY RIGHT-OF-WAY AS RECORDED UNDER RECEPTION NUMBER 212064636 RECORDS OF EL PASO COUNTY, STATE OF COLORADO WHICH BEARS N64°09'32"E A DISTANCE OF 777.32 FEET.

**PARCEL 1:**

A TRACT OF LAND BEING FORTY FEET WIDE AND LYING TWENTY FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE EASTERLY END OF COURSE ON THE NORTHERLY RIGHT-OF-WAY AS RECORDED UNDER RECEPTION NUMBER 212064636 RECORDS OF EL PASO COUNTY, STATE OF COLORADO WHICH BEARS N64°09'32"E HAVING A DISTANCE OF 777.32 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT ON SAID NORTHERLY RIGHT-OF-WAY LINE HAVE A DELTA OF 20°37'48", A RADIUS OF 1,405.00 FEET, AND A LENGTH OF 505.89 FEET TO THE POINT OF BEGINNING; THENCE N00°33'08"E A DISTANCE OF 256.95; THENCE N02°25'00"W A DISTANCE OF 18.74 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 09°32'16", A RADIUS OF 1,230.00 FEET, AND A LENGTH OF 204.75 FEET TO A POINT ON CURVE; THENCE N78°58'38"E A DISTANCE OF 358.06 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N42°00'44"E, HAVING A DELTA OF 21°52'06", A RADIUS OF 205.00 FEET, AND A LENGTH OF 78.24 FEET TO THE POINT OF TANGENT; THENCE S89°51'22"E A DISTANCE OF 107.82 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 14°38'22", A RADIUS OF 205.00 FEET, AND A LENGTH OF 52.38 FEET TO THE POINT OF TANGENT; THENCE S84°29'45"E A DISTANCE OF 257.04 FEET TO A POINT OF CURVE; ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 57°00'33", A RADIUS OF 280.00 FEET, AND A LENGTH OF 278.60 FEET TO THE POINT OF TANGENT; THENCE N38°29'42"E A DISTANCE OF 69.64 FEET TO A POINT, SAID POINT BEING POINT "A", THE POINT OF TERMINUS WHEN THE POINT OF BEGINNING BEARS S61°30'32"W A DISTANCE OF 1,241.94 FEET.

EXTENDING AND OR SHORTING THE SIDELINES OF THE ABOVE CENTERLINE TO COMMENCE ON THE NORTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 212064536.

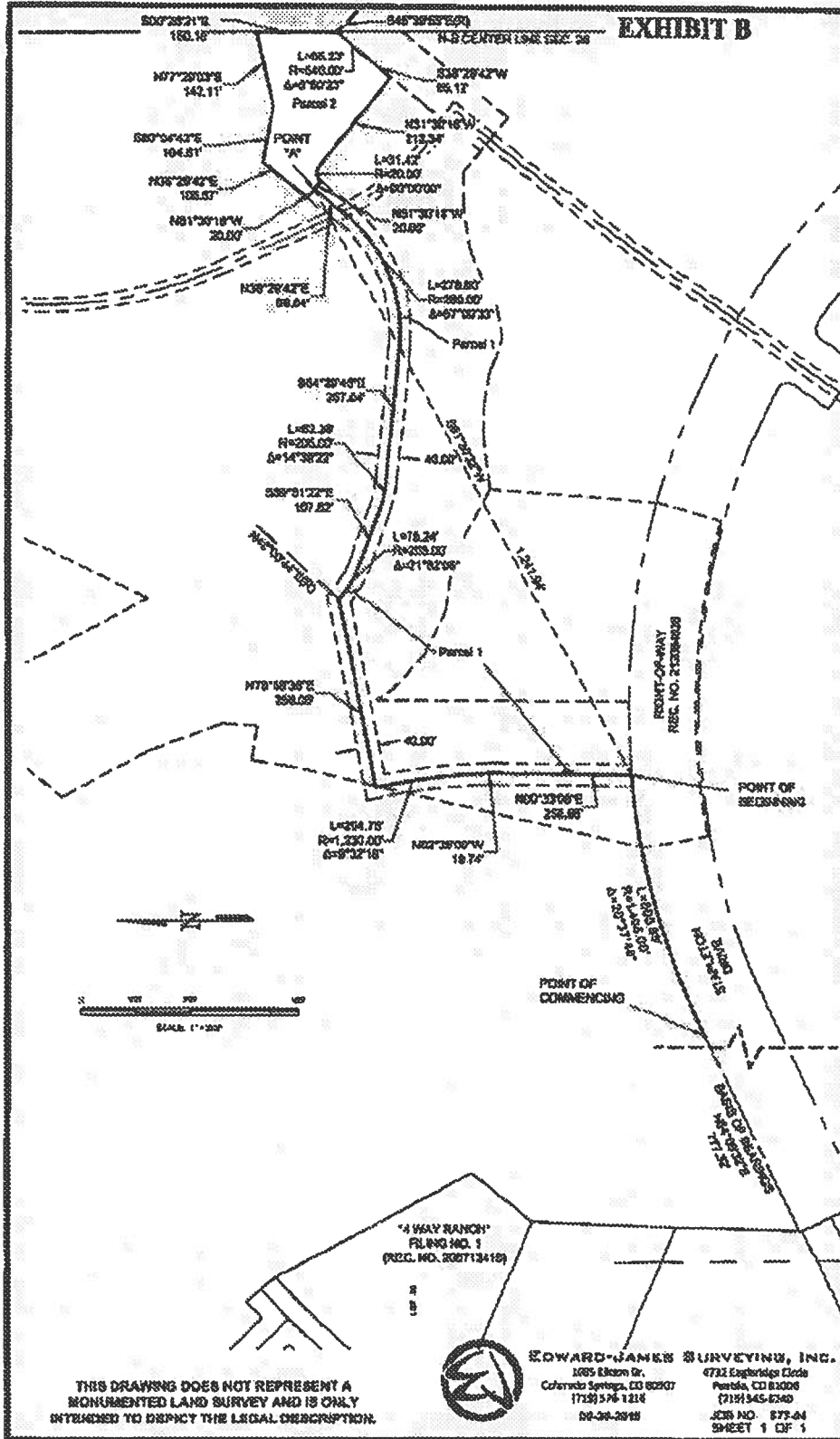
CONTAINING A CALCULATED AREA OF 3,446 SQUARE FEET.

**PARCEL 2:**

COMMENCING AT ABOVE DESCRIBED POINT "A", SAID POINT BEING THE POINT OF BEGINNING; THENCE N51°30'18"W A DISTANCE OF 20.00 FEET; THENCE N38°29'42"E A DISTANCE OF 106.57 FEET; THENCE S80°04'43"E A DISTANCE OF 104.61 FEET; THENCE N77°29'03"E A DISTANCE OF 142.11 FEET TO THE NORTH-SOUTH CENTER LINE OF SECTION LINE OF SECTION 28 AS DESCRIBED IN THE WARRANTY DEED AS RECORDED UNDER RECEPTION NUMBER 212064636; THENCE S°00'26'21"E ON SAID NORTH-SOUTH CENTER LINE A DISTANCE OF 150.18 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S45°39'55"E HAVING A DELTA OF 05°50'23", A RADIUS OF 640.00 FEET, AND A LENGTH OF 65.23 FEET TO A POINT OF TANGENT; THENCE S38°29'42"W A DISTANCE OF 65.12 FEET; THENCE N°51'30'18"W A DISTANCE OF 212.34 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 20.00 FEET, AND A LENGTH OF 31.42 FEET TO A POINT ON CURVE; THENCE N51°30'18"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 918 SQUARE FEET.

**EXHIBIT B**  
**Map of Utilities and Access Easement**



THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.



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 82-08-2018

6731 Everledge Circle  
 Parker, CO 81006  
 (719) 945-6240  
 JOB NO. 873-04  
 SHEET 1 OF 1