

PRE-DEVELOPMENT SITE GRADING ACKNOWLEDGEMENT  
AND RIGHT OF ACCESS AGREEMENT

The undersigned ("Applicant") owns and holds legal title to the real property to be known as Hillside at Lorson Ranch ("Property"), which Property is legally described on Exhibit A attached hereto and incorporated herein by this reference.

Applicant seeks approval for Pre-Development Site Grading under Section 6.2.6 of the El Paso County Land Development Code. As a condition of approval and issuance of Construction Permit No. \_\_\_\_\_, Applicant must complete and submit this Pre-Development Site Grading Acknowledgement and Right of Access Agreement ("Agreement"). In compliance therewith, by signing below, Applicant hereby acknowledges and agrees as follows:

1. The approval and issuance of the Construction Permit does not guarantee or create a right in, or a right of expectation in, Applicant that the El Paso County Planning Commission will recommend or the Board of County Commissioners of El Paso County will approve Applicant's final plat for the Property. Applicant may proceed with grading under the Construction Permit at Applicant's sole risk.
2. The Construction Permit shall be personal to the Applicant and shall not run with the land. Any successors and/or assigns of the Applicant desiring to proceed or continue with the Pre-Development Site Grading approval shall execute their own Pre-Development Site Grading Acknowledgement and Right of Access Agreement, obtain their own Construction Permit and provide replacement financial guarantees.
3. Applicant hereby grants to El Paso County, its employees, agents, contractors, and/or subcontractors free access to enter upon the Property at all reasonable hours for the following purposes in accordance with requirements of the El Paso County Engineering Criteria Manual (ECM), Section I.5:
  - a. To inspect and investigate for compliance with Construction Permit requirements, including, but not limited to, proper installation and maintenance of erosion and sediment control measures; and
  - b. To inspect and investigate for completion of grading activities and soil stabilization requirements; and
  - c. In the event of noncompliance with either of the above, to identify deficiencies, which may result in issuance of a Letter of Noncompliance which includes such deficiencies to be corrected by Applicant; and
  - d. In the event the Applicant does not correct deficiencies identified in a Letter of Noncompliance, to draw on collateral provided and perform the work in order to correct said deficiencies pursuant to ECM Section I.6.1.H.

4. Applicant shall indemnify, defend, and forever hold harmless the Board of County Commissioners of El Paso County, their officers, employees, agents, contractors, and subcontractors, from any and all claim, demand, action, cause of action, loss, damage, injury, property damage, personal injury, death, liability, duty, obligation, costs and expenses (including attorney fees) arising out of or related to such entry on the Property. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the Board of County Commissioners pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.
5. In accordance with ECM Sections 5.3.15 and I.4.1.A.3, Applicant is obligated to provide security or collateral sufficient to make reasonable provision for completion of the grading, erosion control and final stabilization measures, in the amount set forth on Exhibit B attached hereto. Collateral shall be in the form of cash, cashier's check, or letter of credit issued by a financial institution authorized to do business in the State of Colorado. Collateral in the form of \_\_\_\_\_, issued by \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ has been provided as security to guarantee completion of the proposed grading, erosion control and final stabilization measures.
6. Applicant is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Applicant shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall allow the County to execute on the collateral.
7. All of those certain grading, erosion control and final stabilization measures to be completed as identified on Exhibit B shall be constructed in compliance with the following:
  - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
  - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
8. All grading, erosion control and final stabilization measures shall be completed by the Applicant within 12 (twelve) months from the date of notice to proceed in the Construction Permit. If Applicant determines that the completion date needs to be extended, Applicant shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Construction Permit may be extended at the discretion of the ECM Administrator. The completion date for the

9. At any time the County determines, in its sole discretion, that Applicant has failed to comply with any of the terms or conditions of this Agreement or to complete the required grading, erosion and sediment control measures, or final site stabilization, it may draw on the collateral provided, up to the total amount, to complete such work.

APPLICANT:

[illegible]

Witness my hand and official seal.

CHASITY MCMORROW  
Notary Public  
State of Colorado  
Notary ID # 20214001211  
My Commission Expires 01-12-2025

Chastity McMoran  
Notary Public

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Kevin Mastin, Executive Director  
Planning and Community Development Department

Date

Approved as to Content and Form:

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Assistant County Attorney

## Exhibit A: Legal Description

### **HILLSIDE AT LORSON RANCH FILING NO. 1 BOUNDARY LEGAL DESCRIPTION (128.328 ACRES)**

A PARCEL OF LAND IN THE NORTH HALF (N 1/2) SECTION 24 AND THE NORTHEAST QUARTER (NE 1/4) SECTION 23, T15S, R65W OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 102, "CREEKSIDE SOUTH AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 2221714746 IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE ALONG THE EASTERLY LINES THEROF THE FOLLOWING TWO (2) COURSE:

1. THENCE N00°19'53"W A DISTANCE OF 168.15 FEET;
2. THENCE N38°22'41"E A DISTANCE OF 250.28 FEET TO THE SOUTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO. 220714583 IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE N38°22'41"E ALONG THE EASTERLY LINE THEREOF, 1,642.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF LORSON BOULEVARD AS SHOWN ON THE PLAT OF "THE HILLS AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 221 \_\_\_\_\_ IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING NINE (9) COURSES:

1. THENCE N89°35'58"E A DISTANCE OF 490.91 FEET TO A POINT OF CURVE;
2. THENCE 226.85 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 568.00 FEET, A CENTRAL ANGLE OF 22°53'00", THE CHORD OF 225.35 FEET BEARS S78°57'32"E TO A POINT OF TANGENT;
3. THENCE S67°31'03"E A DISTANCE OF 263.79 FEET;
4. THENCE S28°50'34"E A DISTANCE OF 32.01 FEET;
5. THENCE S67°31'03"E A DISTANCE OF 50.00 FEET;
6. THENCE N73°54'03"E A DISTANCE OF 32.07 FEET;
7. THENCE S67°31'03"E A DISTANCE OF 789.35 FEET TO A POINT OF CURVE;
8. THENCE 178.22 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 968.00 FEET, A CENTRAL ANGLE OF 10°32'56", THE CHORD OF 177.97 FEET BEARS S62°14'35"E TO A POINT OF TANGENT;
9. THENCE S56°58'07"E A DISTANCE OF 9.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHERLY RIGHT-OF-WAY OF FUTURE LORSON BOULEVARD AS SHOWN ON THE PLAT OF "THE RIDGE AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 22 \_\_\_\_\_ IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TEN (10) COURSES:

1. THENCE S58°24'55"E A DISTANCE OF 79.22 FEET;
2. THENCE 189.64 FEET ALONG A NON TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 10°32'56", THE CHORD OF 189.37 FEET BEARS S62°14'35"E TO A POINT OF TANGENT;
3. THENCE S67°31'03"E A DISTANCE OF 663.92 FEET TO A POINT OF CURVE;
4. THENCE 319.29 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 17°45'40", THE CHORD OF 318.01 FEET BEARS S76°23'53"E;
5. THENCE S58°30'10"E, NON-TANGENT TO THE PREVIOUS COURSE, 41.38 FEET;
6. THENCE S88°30'10"E A DISTANCE OF 44.27 FEET;
7. THENCE N61°29'50"E A DISTANCE OF 40.94 FEET;
8. THENCE N89°25'43"E A DISTANCE OF 787.32 FEET;
9. THENCE S60°34'17"E A DISTANCE OF 40.00 FEET;

10. THENCE N89°25'43"E A DISTANCE OF 46.97 FEET;  
THENCE N00°34'17"W A DISTANCE OF 76.83 FEET;  
THENCE N89°25'43"E A DISTANCE OF 380.07 FEET TO THE WESTERLY LINE OF THAT  
PROPERTY DESCRIBED BY SPECIAL WARRANTY DEED AS RECORDED UNDER RECEPTION  
NO. 209144818 IN THE EL PASO COUNTY, COLORADO RECORDS;  
THENCE S00°11'19"E ALONG SAID WESTERLY LINE, 637.47 FEET TO THE NORTHEAST  
CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, T15S, R65W OF THE 6TH P.M.;  
THENCE S89°25'52"W ALONG SAID NORTH LINE, 2,651.15 FEET;  
THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 THE  
FOLLOWING THREE (3) COURSES:  
1. THENCE S89°27'59"W A DISTANCE OF 852.91 FEET;  
2. THENCE S89°26'11"W A DISTANCE OF 1,604.80 FEET;  
3. THENCE S89°09'33"W A DISTANCE OF 178.42 FEET TO THE NORTHEAST CORNER OF  
THE SOUTHEAST QUARTER OF SECTION 23, T15S, R65W OF THE 6TH P.M. ;  
THENCE S89°52'02"W A DISTANCE OF 266.06 FEET;  
THENCE S89°38'10"W A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 5,589,948 S.F. (128.328 ACRES, MORE OR LESS).

BASIS OF BEARING: A PORTION OF THE EASTERLY BOUNDARY LINE OF "CREEKSIDE  
SOUTH AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO 221714746  
IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT EACH END  
BY A NO. 5 REBAR AND 1.25 INCH ORANGE PLASTIC CAP STAMPED "M&S CIVIL PLS 29566".  
SAID LINE IS ASSUMED TO BEAR N00°19'53"W A DISTANCE OF 168.15 FEET. THE UNIT OF  
MEASUREMENTS IS THE U.S. SURVEY FOOT.

PREPARED BY:

VERNON P. TAYLOR, COLORADO PLS NO. 25966  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC.

DATE