

Chuck Broerman
08/23/2019 03:51:54 PM
Doc \$0.00
Rec \$33.00

El Paso County, CO



5
Pages

219100024

TEMPORARY CONSTRUCTION EASEMENT

RECEIVED from STERLING RANCH METROPOLITAN DISTRICT No. 1 (the "District") the sum of One Dollar (\$1.00) and other valuable consideration, in consideration of which the undersigned, hereinafter called "Grantor", hereby grants, sells and conveys unto STERLING RANCH METROPOLITAN DISTRICT NO. 1, hereinafter called "Grantee", its successors and assigns, a Temporary Construction Easement for the purpose of installing and inspecting a wastewater pipeline and related appurtenances on Grantor's property (the "Premises"), Attachment A.

Together with the right, permission and authority to enter upon the Premises for the purposes of installing and inspecting the improvements.

1. Work. In the performance of any construction, improvement or inspection of the Premises, Grantees shall protect against erosion and perform all work in a manner consistent with protecting the environment, and shall restore and repair any damage or alteration to the Premises and/or Grantor's remaining property.

2. Risk. Grantees and all licensees, invitees, agents, employees and guests of Grantees shall use the Premises at their own risk, and in no event shall Grantors be liable for any personal injury, property damage, cost or expense incurred in the use of the Premises by such individuals.

3. Licenses. Grantees shall secure all permits, licenses and approvals required by any governmental authority for the use, construction upon or improvement of the Premises prior to such construction upon or improvement of the Premises by Grantees, and Grantees shall comply with all laws and regulations concerning the use or improvement of the Premises.

4. Lien Protection. In no event shall Grantees allow any mechanic's or materialmen's liens to attach against the Premises for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees shall indemnify and hold Grantor harmless from any cost or expense, including reasonable attorney's fees, incurred by Grantors to release any such mechanic's or materialmen's liens against the Premises.

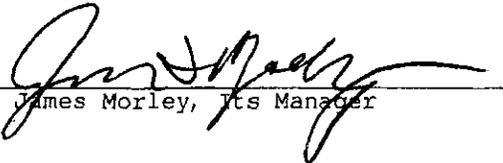
5. Indemnification. Grantees agree that they will at all times protect, defend, indemnify and hold harmless Grantor, and Grantor's agents and employees, against all claims, demands, actions, and court costs incurred in connection therewith, arising or growing out of loss or damage to property or injury to or death of any persons caused or contributed to by any act or omission to act by Grantees or Grantees' agents or employees related directly or indirectly to Grantees' use of the Premises. Likewise, Grantor agrees that it will at all times protect, defend, indemnify and hold harmless Grantees, and Grantees' agents and employees, against all claims, demands, actions, and court costs incurred in connection therewith, arising or growing out of loss or damage to property or injury to or death of any persons caused or contributed to by any act or omission to act by Grantor or Grantor's agents or employees related directly or indirectly to Grantor's use of the Premises.

6. Term. The term of this Temporary Construction Easement shall be for a period of three (3) months, commencing on the date the District and/or the District's contractor(s) first enter the premises with workers and equipment and begin construction activities. Any required survey, reconnaissance and geotechnical due diligence performed previously or to be performed in the future shall not be deemed to be or to have been the "first entry" onto the premises for construction activities. The District and/or the District's contractor(s) shall give the Grantor three (3) business days advanced notice prior to their first

entry onto the premises.

IN WITNESS WHEREOF, this instrument is executed by Grantor this 22nd day of August, 2019.

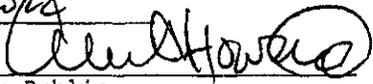
GRANTOR:
Short Stick, LLC, a Colorado Limited
Liability Company

By: 
James Morley, Its Manager

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

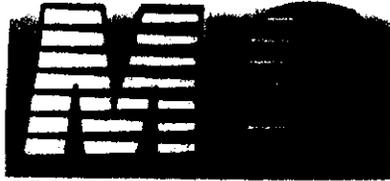
The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by JAMES E. MORLEY ITS MANAGER.

Witness my hand and official seal.
My commission expires: MAY 30, 2022


Notary Public

ERIC S HOWARD
Notary Public
State of Colorado
Notary ID # 20144021884
My Commission Expires 05-30-2022

ATTACHMENT A
"PREMISES"



102 E. Pikes Peak Ave., 5th Floor
 Colorado Springs, CO 80903
 Mail to: PO Box 1360
 Colorado Springs, CO 80901
 719.955.5485

**TEMPORARY CONSTRUCTION SEWER EASEMENT
 EXHIBIT B-TE**

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO. THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", BEARS N 89°14'14" E, A DISTANCE OF 2,722.56 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34; THENCE S66°13'26"W, A DISTANCE OF 6299.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF COWPOKE ROAD AS DESCRIBED ON THE PLAT OF "FOREST MEADOWS FILING NO. 7A" UNDER RECEPTION NO. 214713543 IN THE RECORDS OF EL PASO COUNTY AND THE POINT OF BEGINNING.

THENCE S89°21'46"W ALONG SAID NORTHERLY RIGHT-OF-WAY, 50.00 FEET;
 THENCE N00°38'14"W A DISTANCE OF 9.00 FEET;
 THENCE N89°21'46"E A DISTANCE OF 50.00 FEET;
 THENCE S00°15'39"W A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 450 S.F. (0.010 ACRES) MORE OR LESS.

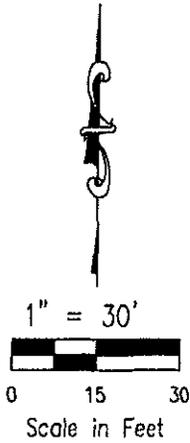
PREPARED BY:

Vernon P. Taylor

VERNON P. TAYLOR, COLORADO PLS NO. 25966
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
 102 E. PIKES PEAK AVE., 5th FLOOR
 COLORADO SPRINGS, CO 80903

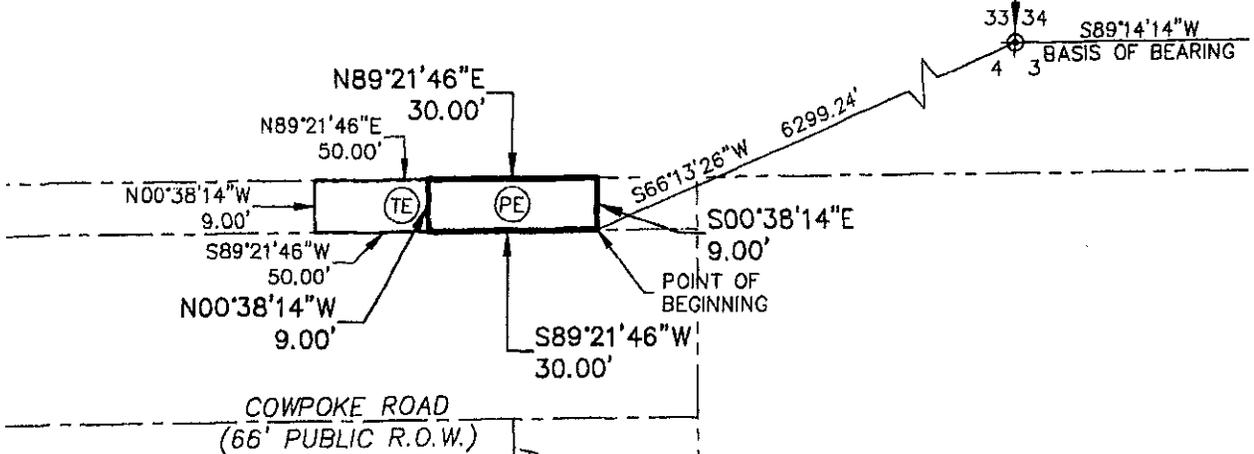


SANITARY SEWER EASEMENT EXHIBIT "C"



UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 204209417

POINT OF COMMENCING
FOUND 2 3/4 INCH AC
STAMPED "LS 11624"

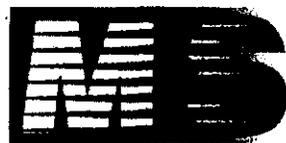


UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 217148652

*FOREST MEADOWS
FILING NO. 7A*
REC. NO. 214713543

TE - TEMPORARY 50' WIDTH
CONSTRUCTION EASEMENT
PE - PERMANENT 30' WIDTH
SANITARY SEWER EASEMENT

SANITARY SEWER EASEMENTS
EXHIBIT "C"
JOB NO. 09-010
DATE PREPARED: 08/08/2019



102 E. PIKES PEAK AVE., 5TH FLOOR
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

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

SHEET 1 OF 1