

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as Chair of the Board of County Commissioners of the County of El Paso, State of Colorado, and as attested to by _____, County Clerk and Recorder.

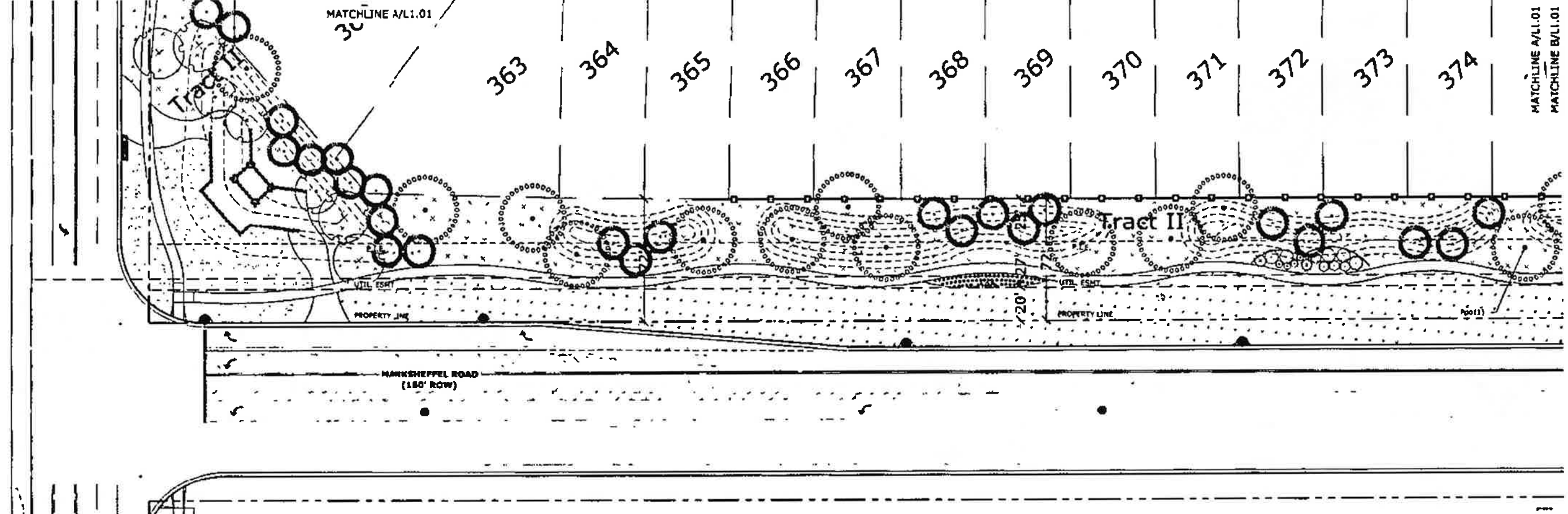
WITNESS my hand and official seal.

My Commission Expires: _____.

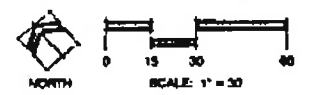
Notary Public



N.E.S. Inc.
 618 N. Cascade Avenue, Suite 200
 Colorado Springs, CO 80903
 Tel. 719.471.0073
 Fax 719.471.0267
 www.nescolorado.com

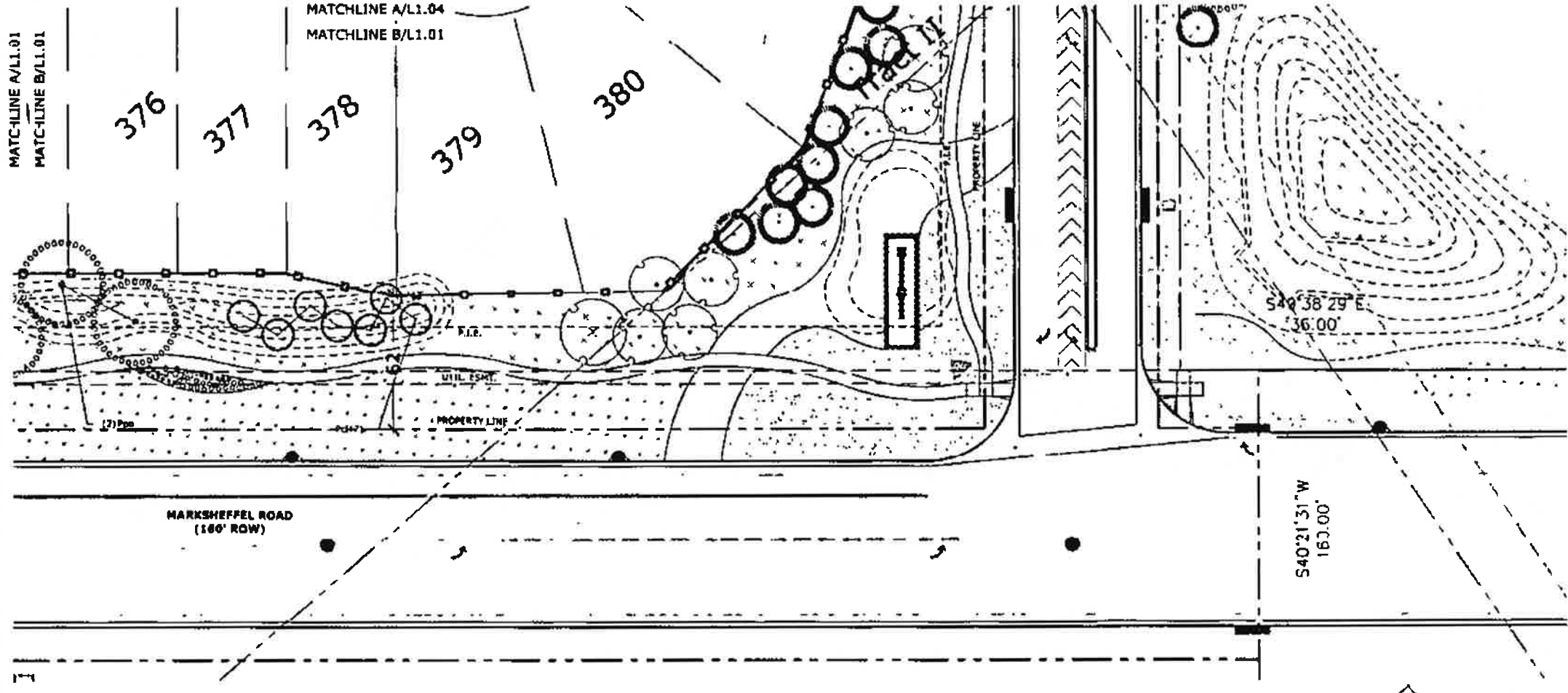


A VOLLMER AND MARKSHEFFEL ROAD
 L1.01 PLAN



STERLING RANCH

STREETScape LANDSCAPING



B MARKSHEFFEL AND STERLING RANCH ROAD
 L1.01 PLAN

LANDSCAPE LEGEND

	TALL NATIVE GRASS UPLAND NATIVE SEED MIX		CEDAR WOOD MULCH PLANT BED
	LOW ALTERNATIVE TURF GRASS LOW-GROW NATIVE SEED MIX		ROCK MULCH
	TALL PERIWINKLE SOD		COBBLE



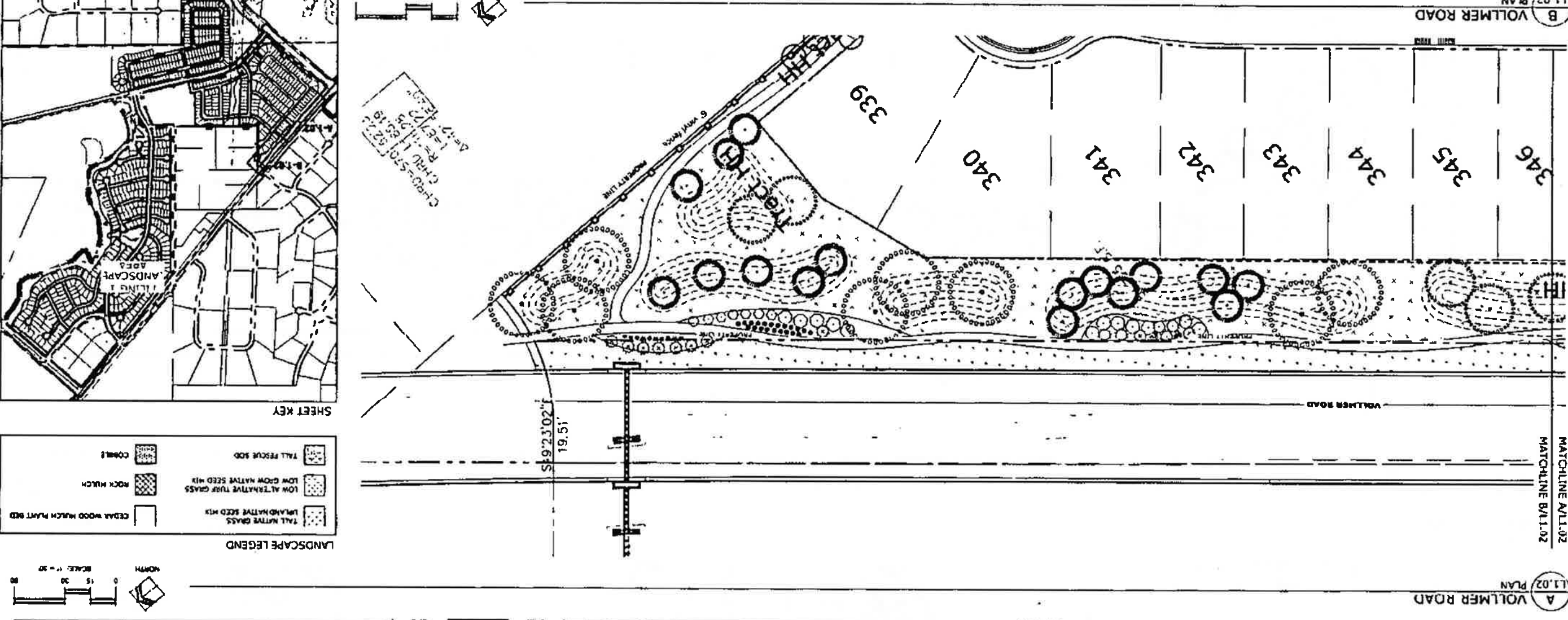
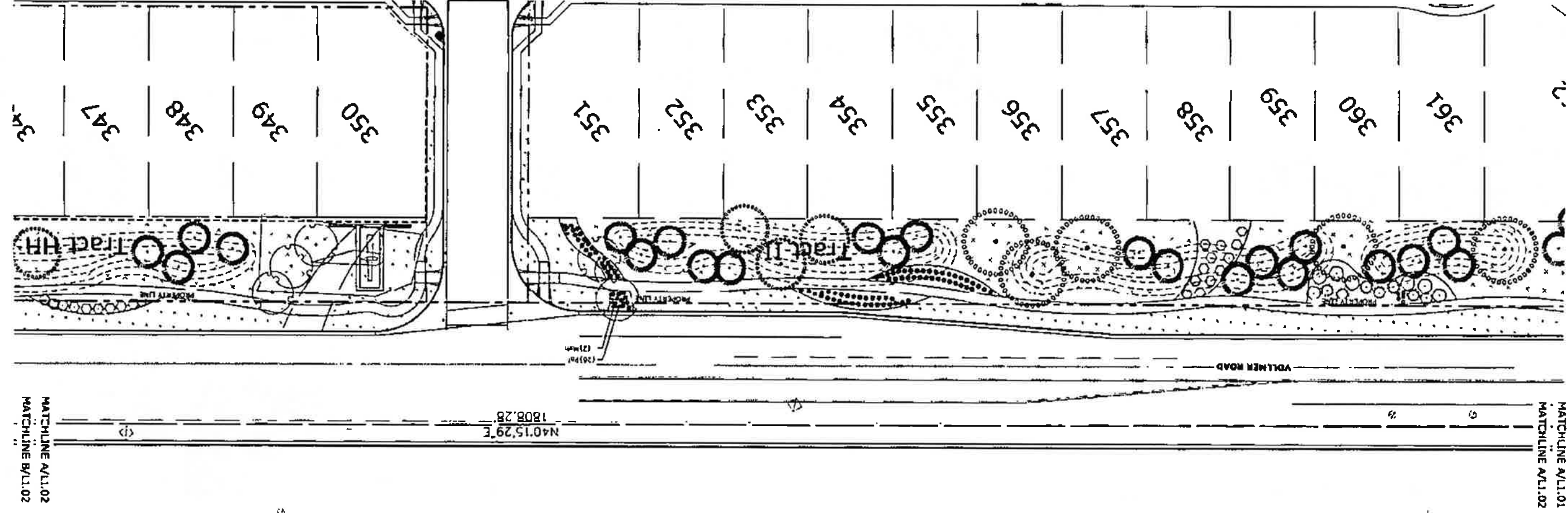
50% CONSTRUCTION DOCUMENTS

DATE	BY	REVISION

LANDSCAPE PLAN

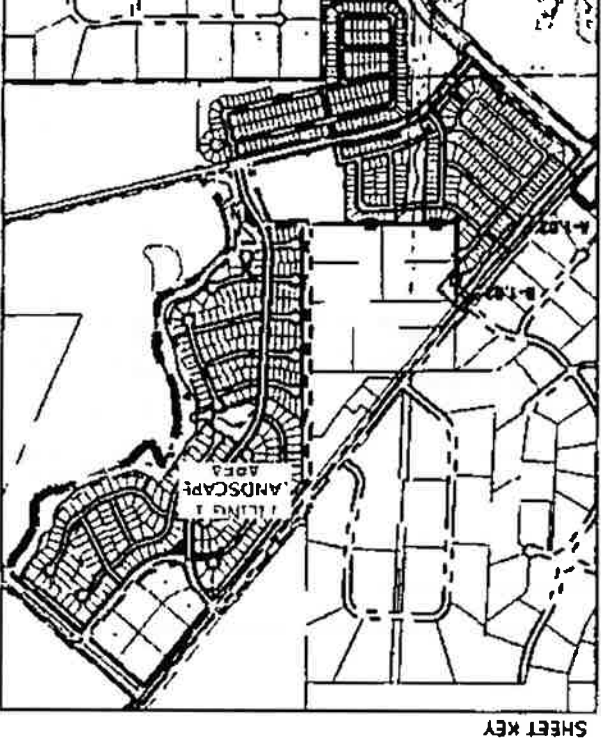
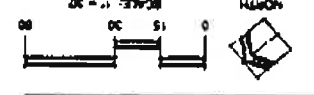
L 1.01

of



LANDSCAPE LEGEND

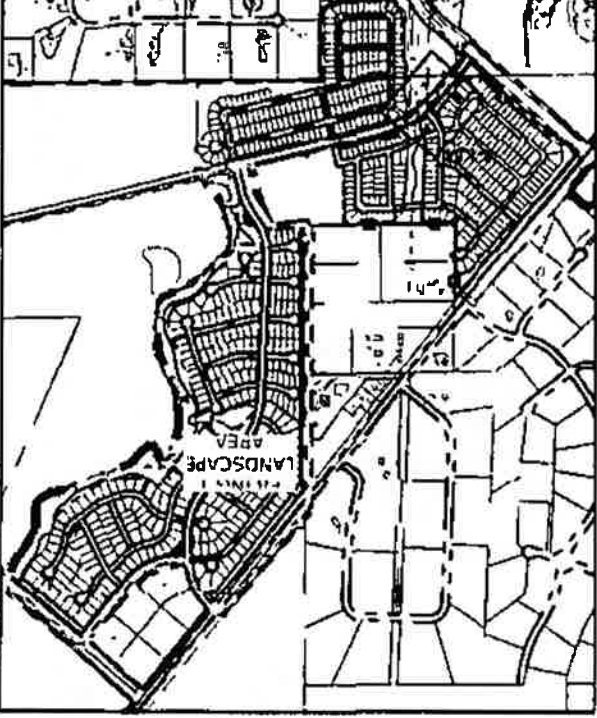
	TALL NATIVE GRASS		TALL FESCUE SOD
	TALL NATIVE GRASS SEED MIX		LOW GROW NATIVE SEED MIX
	CEDAR WOOD MULCH PLANT SEED		ROCK MULCH
	CORNS		



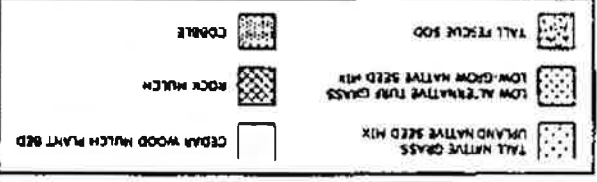
of #
 L 1.02
 LANDSCAPE PLAN
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STERLING RANCH
 STREETSCAPE LANDSCAPING
 NUMBERED BY: 14-01-15

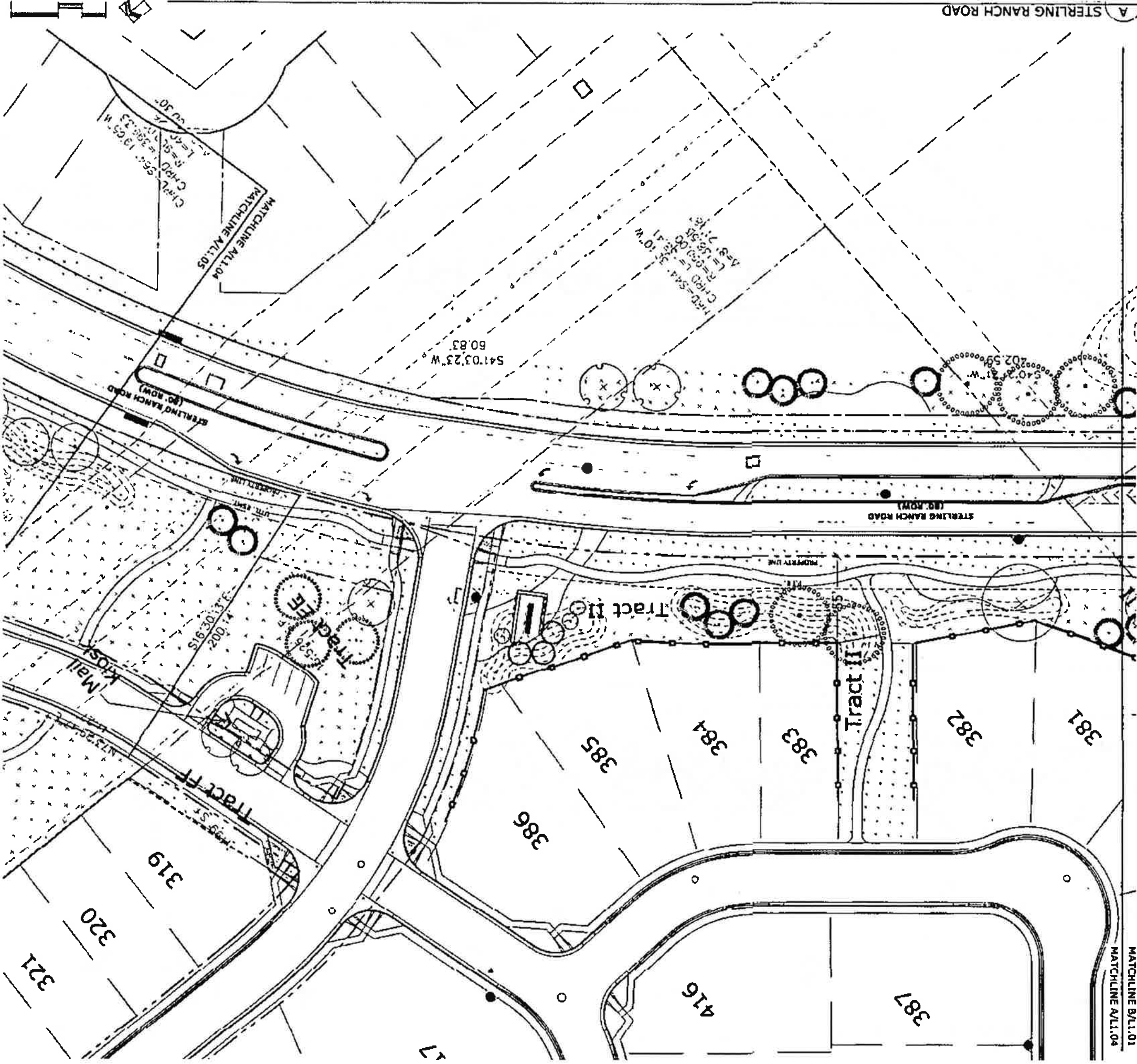
NES
 Land Form
 Landscape Architecture
 Urban Design
 819 N. Cascade Avenue, Suite 200
 Colorado Springs, CO 80903
 TEL: 719.471.0273
 FAX: 719.471.0267
 www.neslandscape.com



SHEET KEY



LANDSCAPE LEGEND



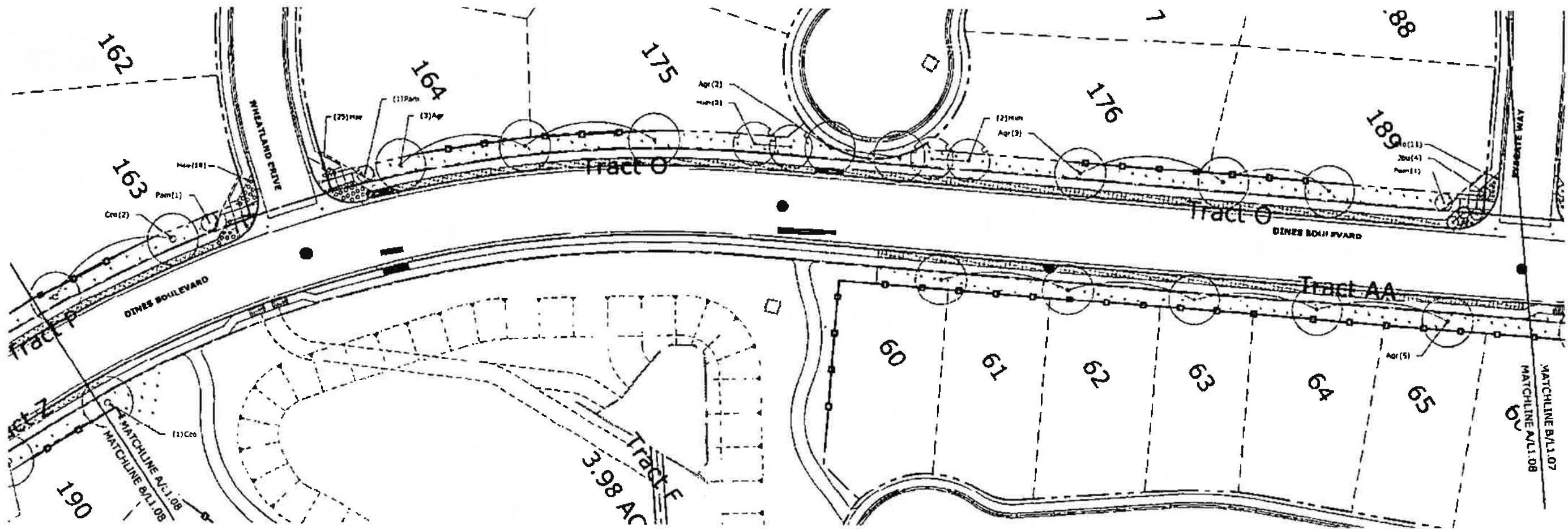
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LANDSCAPE PLAN	
CONSTRUCTION DOCUMENTS	50%

STERLING RANCH
STREETSCAPE
LANDSCAPING

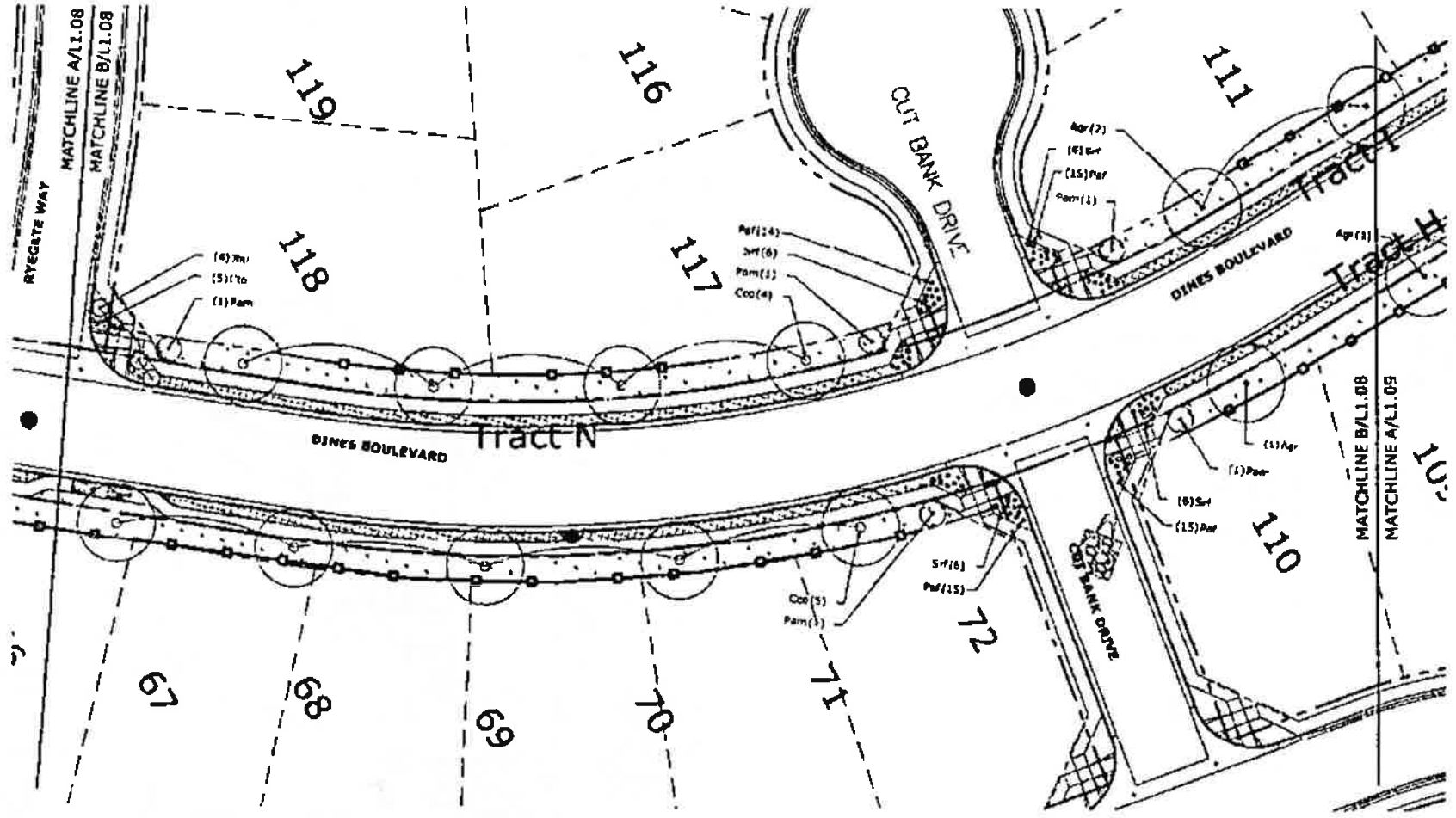
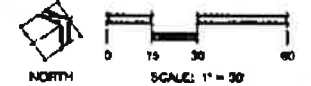
N.E.S. Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903
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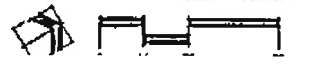
Matchline A11.04
Matchline B11.01



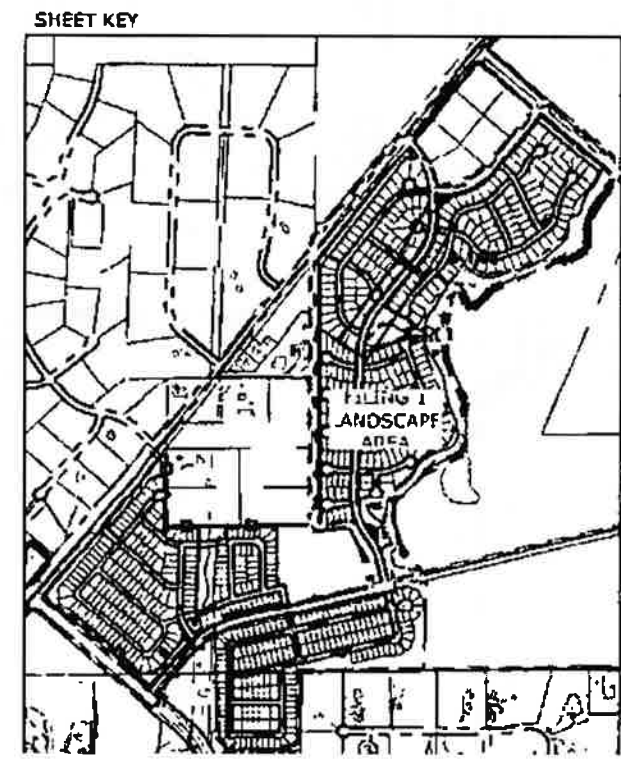
A DINES BOULEVARD
L1.08 PLAN



B DINES BOULEVARD
L1.08 PLAN



LANDSCAPE LEGEND



STERLING RANCH

STREETSCAPE LANDSCAPING

50%
CONSTRUCTION
DOCUMENTS

LANDSCAPE PLAN

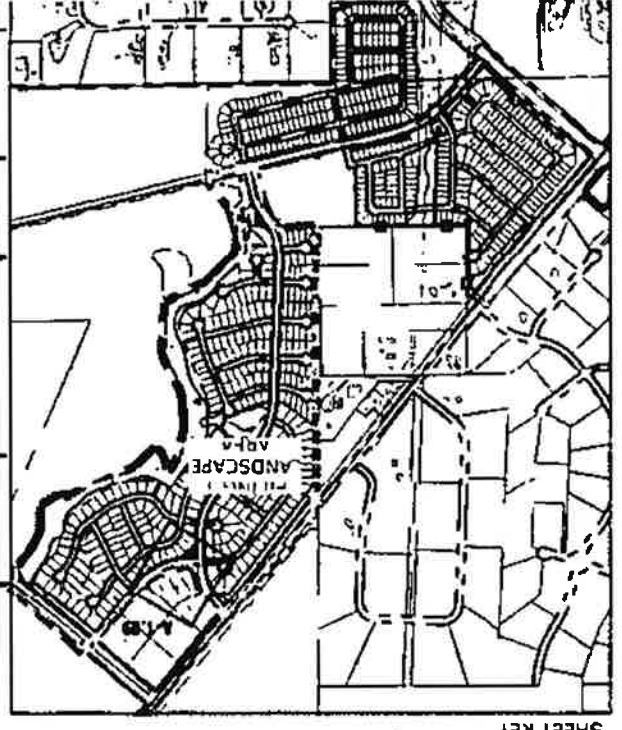
L 1.08

of

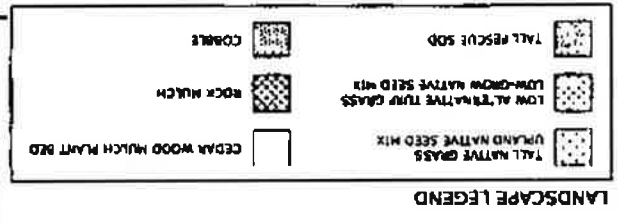
of #
L 1.09

LANDSCAPE PLAN

50%
 CONSTRUCTION DOCUMENTS



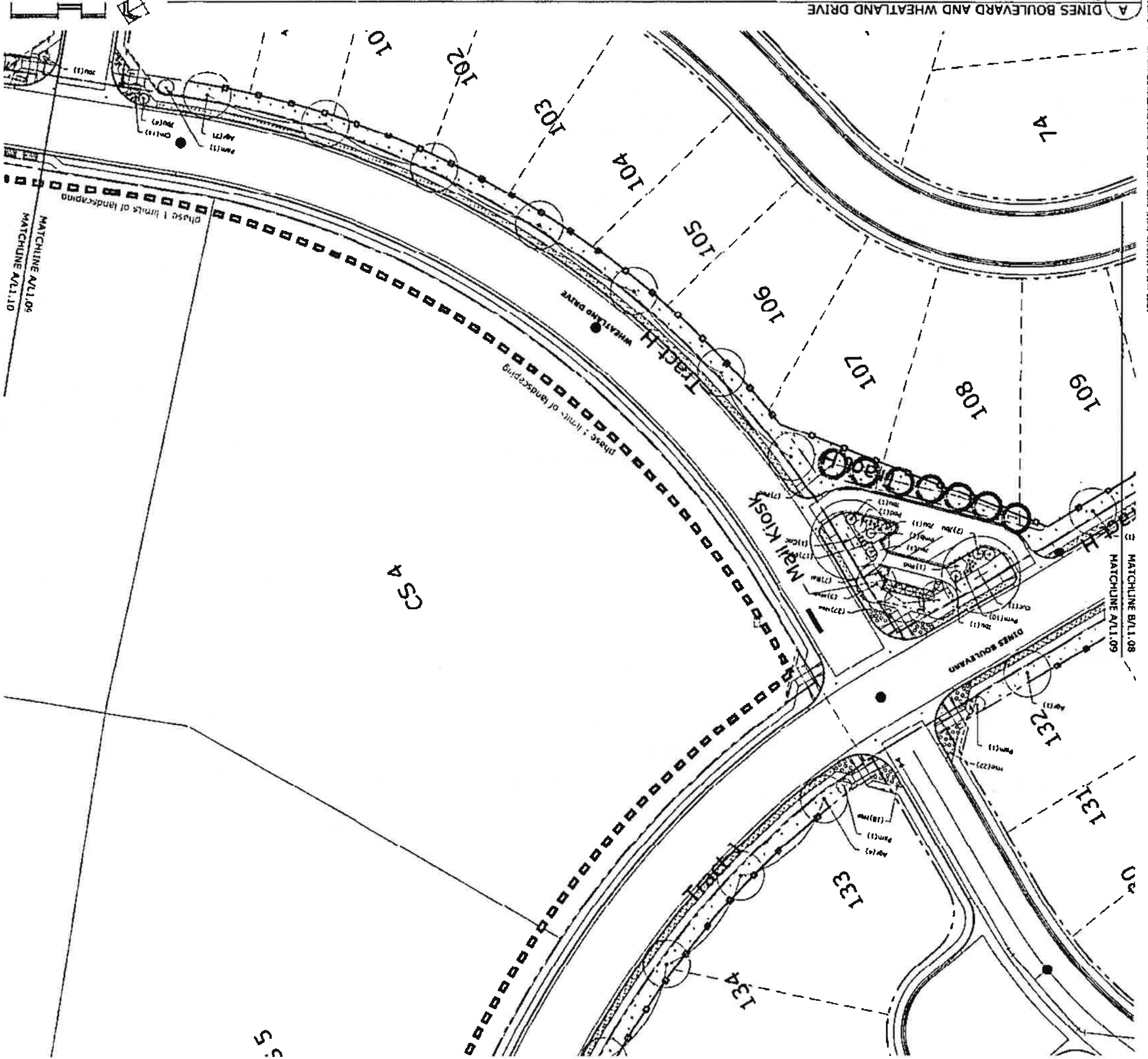
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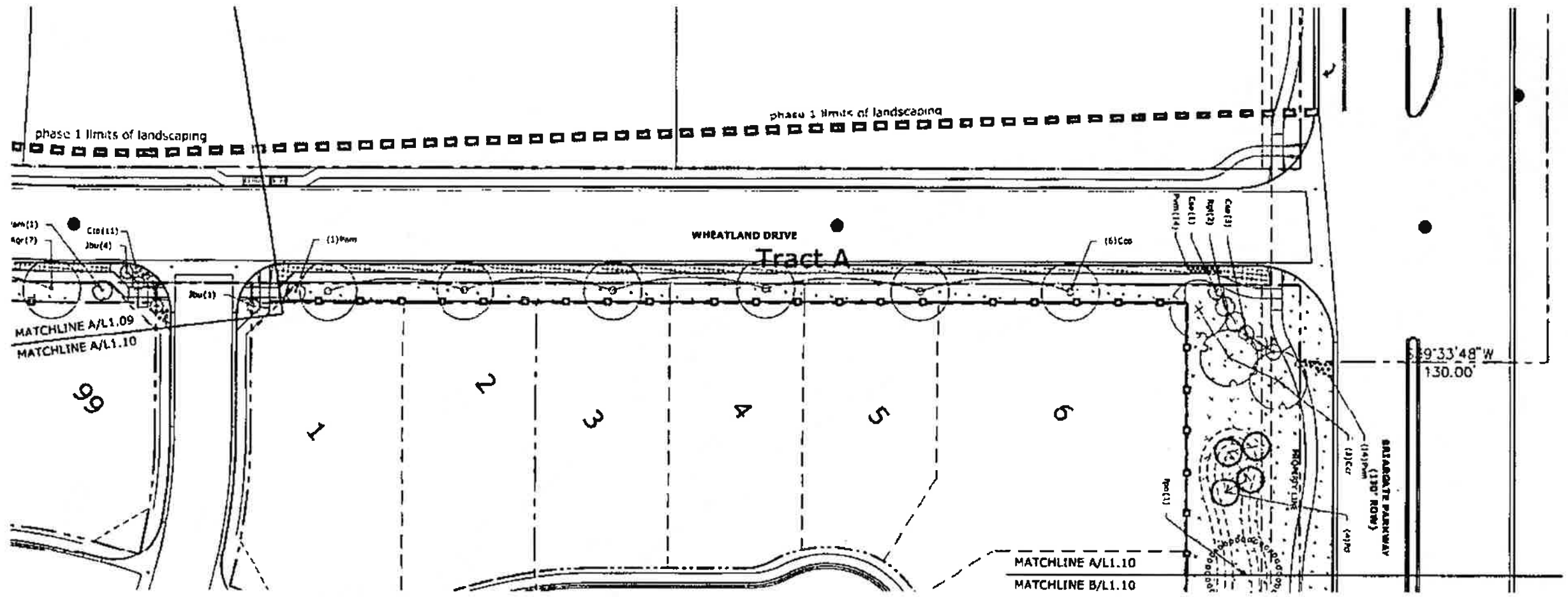


DATE: 12-11-15
 DRAWN BY: [Name]
 CHECKED BY: [Name]

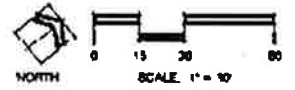
STERLING RANCH
 LANDSCAPE

4.5 Inc.
 819 N. Cascade Avenue, Suite 200
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 FAX 719.471.0267
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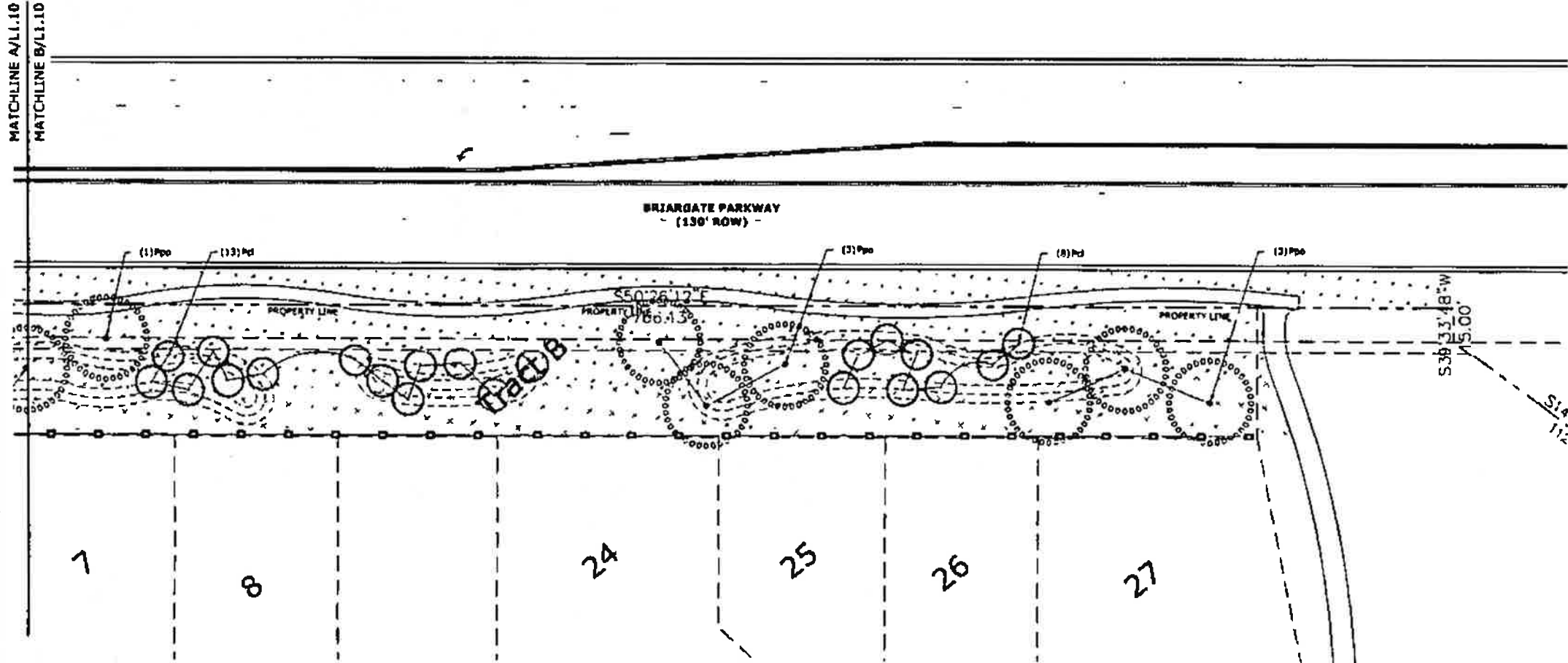


A WHEATLAND DRIVE AND BRIARGATE PARKWAY
L1.10 PLAN



STERLING RANCH

STREETSCAPE LANDSCAPING



B BRIARGATE PARKWAY

LANDSCAPE LEGEND

	TALL NATIVE GRASS UPLAND NATIVE SEED MIX		CEDAR WOOD MULCH PLANT BED
	LOW ALTERNATIVE TURF GRASS LOW-GROW NATIVE SEED MIX		ROCK MULCH
	TALL FESCUE SOD		COBBLE



DATE: 12-21-15
PROJECT NO.: 15-001
PREPARED BY: JAC

50% CONSTRUCTION DOCUMENTS

NO.	DATE	DESCRIPTION

LANDSCAPE PLAN

L 1.10
of

INDUSTRIAL BUTTER

447

329

S DRIVE

Trail GG

334

333

332

331

330

6" vinyl fence

6" vinyl fence

PROPERTY LINE

300'00" 10' 231.32'

6" vinyl fence

PROPERTY LINE

MATCHLINE ALL.11
MATCHLINE B/LL.11



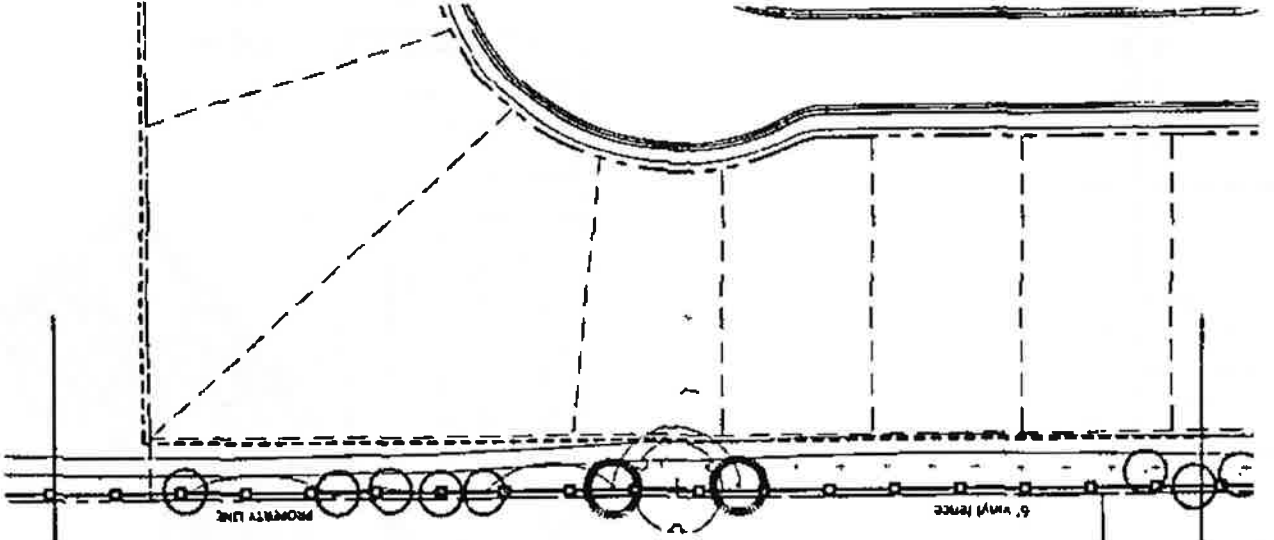
SHEET KEY

LANDSCAPE LEGEND

	TALL NATIVE GRASS SEED MIX		TALL FESCUE SOD
	UPLAND NATIVE SEED MIX		LOW-GROW NATIVE SEED MIX
	CEDAR WOOD MULCH PLANT BED		ROCK MULCH
	COBBLE		



B INDUSTRIAL BUTTER L1.11 PLAN



MATCHLINE B/LL.11
MATCHLINE A/LL.12

L 1.11

LANDSCAPE PLAN

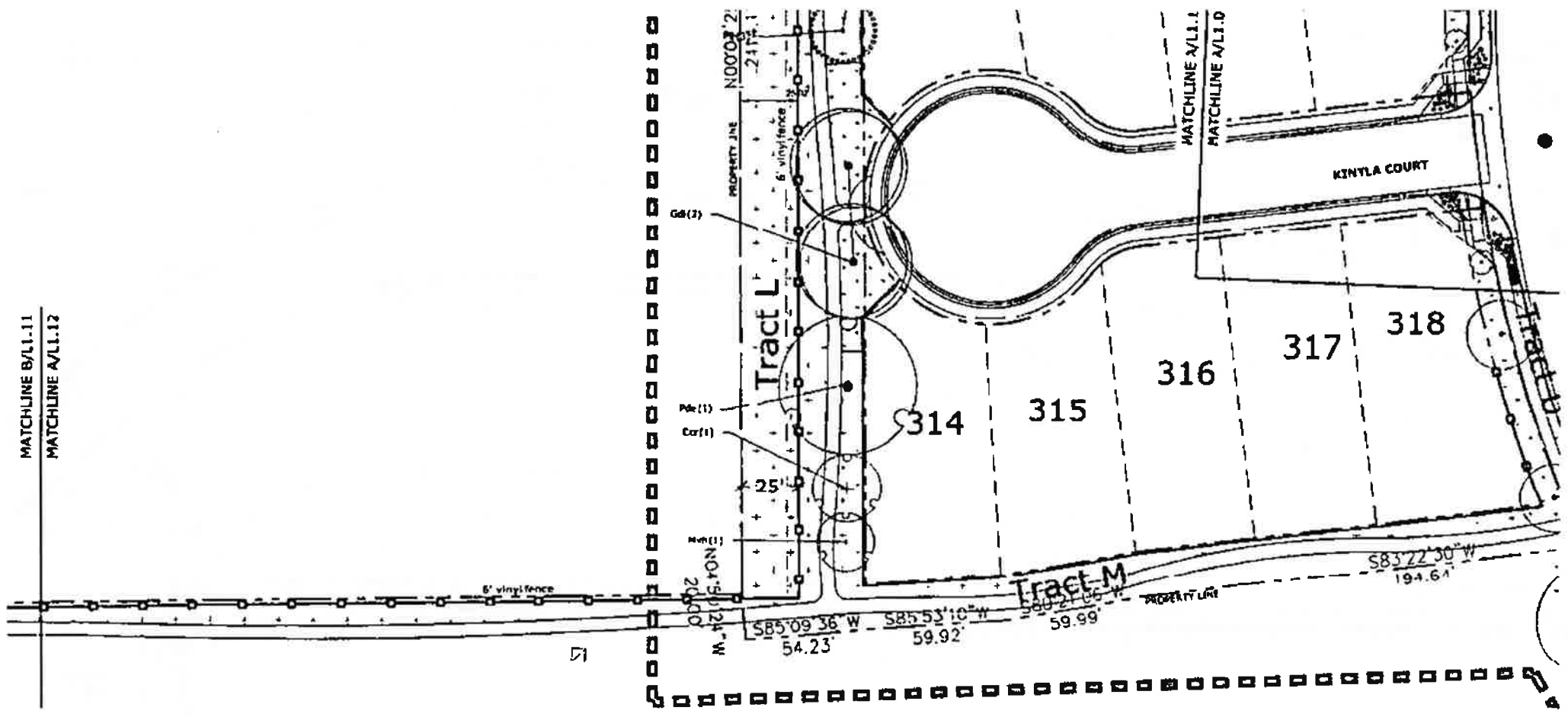
50%
CONSTRUCTION DOCUMENTS

LANDSCAPING

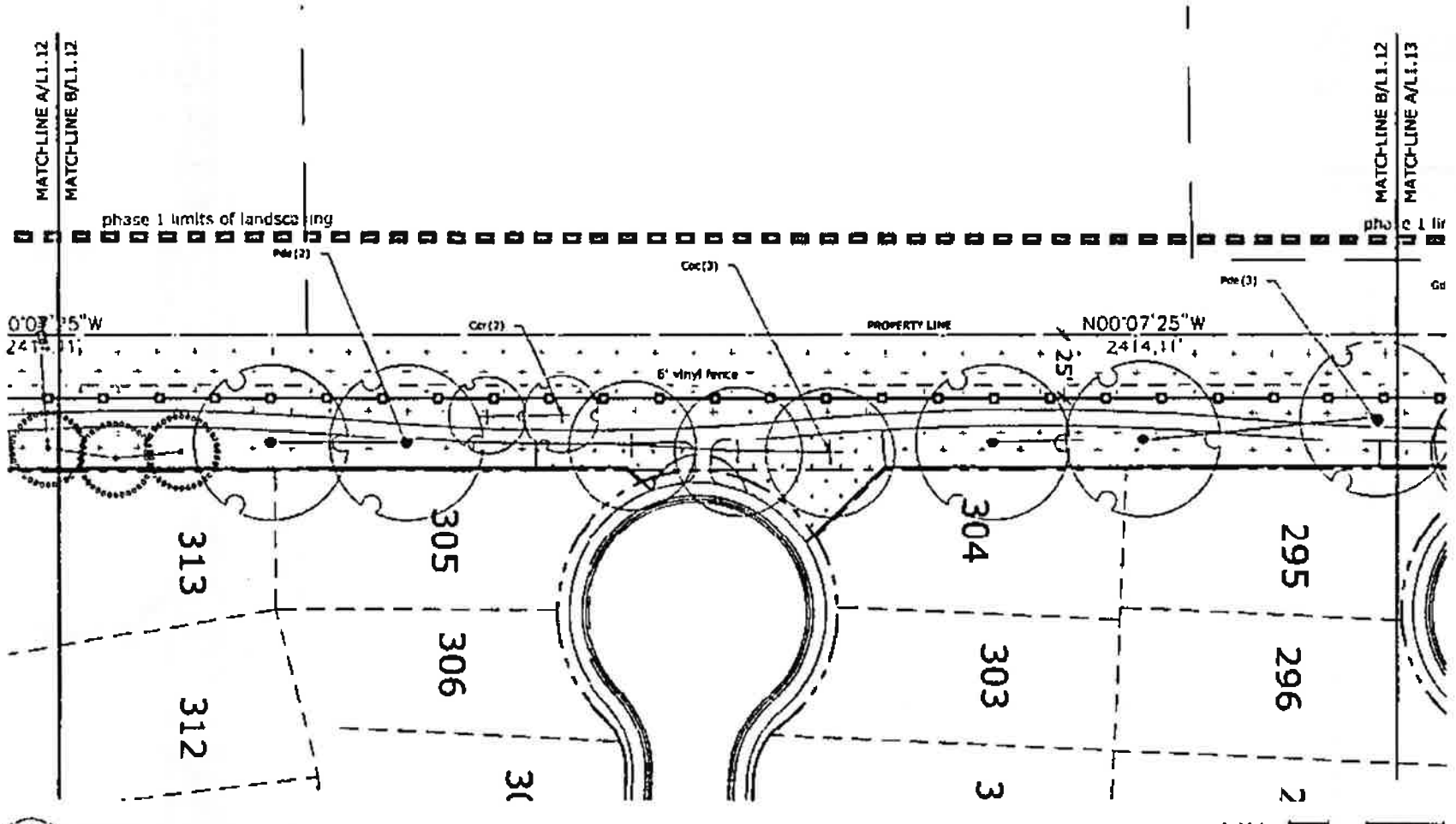
STERLING RANCH

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Colorado Springs, CO 80903
Tel: 719 471-0073
Fax: 719 471-0267
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A INDUSTRIAL BUFFER
L1.12
PLAN

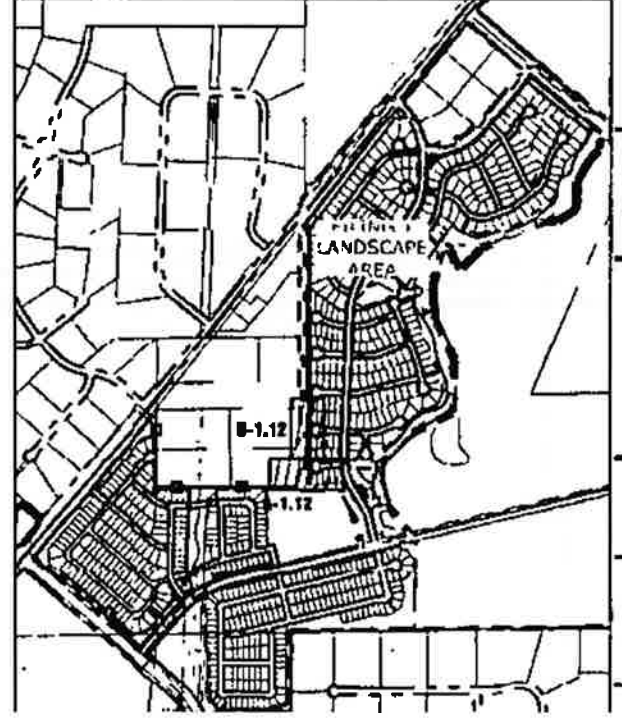


B INDUSTRIAL BUFFER

LANDSCAPE LEGEND

	TALL NATIVE GRASS UPLAND NATIVE SEED MIX		CEDAR WOOD MULCH PLANT BED
	LOW ALTERNATIVE TURF GRASS LOW-GROW NATIVE SEED MIX		ROCK MULCH
	TALL PECAN SOD		COBBLE

SHEET KEY



STERLING RANCH

STREETSCAPE
LANDSCAPING

DATE PREPARED BY: 12-25-15
APPROVED BY: [Signature]

50%
CONSTRUCTION
DOCUMENTS

DATE	BY	DESCRIPTION
12-25-15	JAD	50% CONSTRUCTION

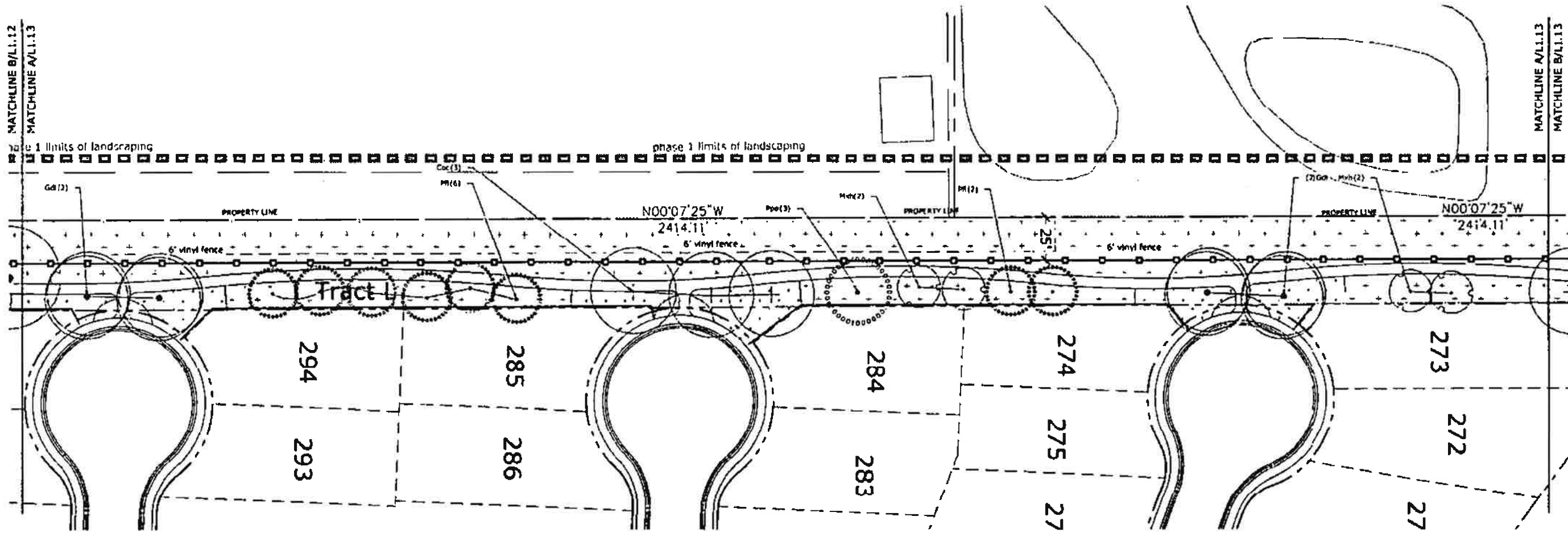
LANDSCAPE PLAN

L 1.12

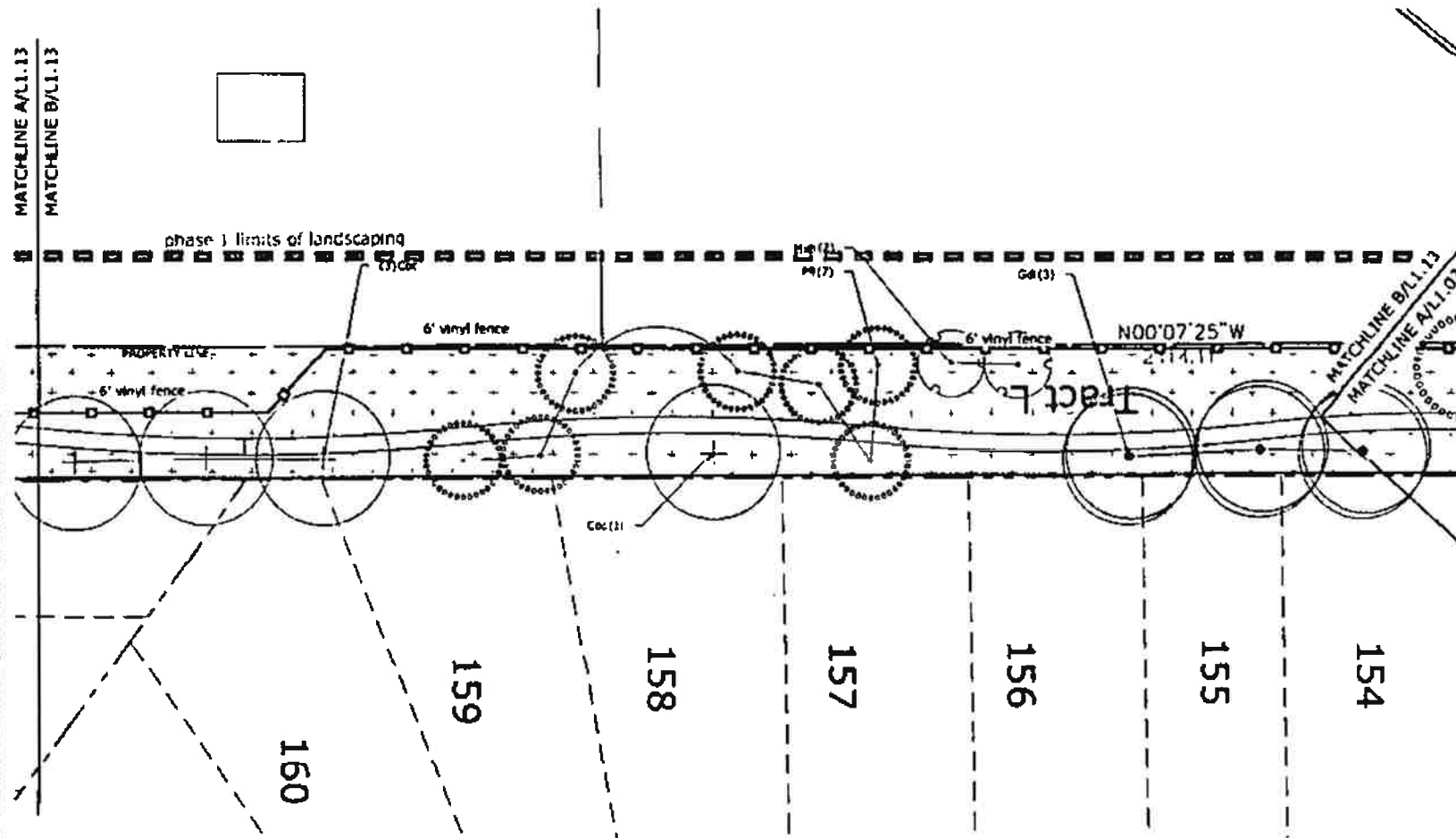
OF



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A INDUSTRIAL BUFFER
 PLAN



B INDUSTRIAL BUFFER

LANDSCAPE LEGEND

	TALL NATIVE GRASS UPLAND NATIVE SEED MIX		CEDAR WOOD MULCH PLANT BED
	LOW ALTERNATIVE TURF GRASS LOW-GROW NATIVE SEED MIX		ROCK MULCH
	TALL FESCUE SOD		COBBLE

SHEET KEY



STERLING RANCH

STREETSCAPE LANDSCAPING

DATE: PROJECT NO: REVISION: 1/4/15

50% CONSTRUCTION DOCUMENTS

DATE	BY	REVISIONS
1/1/15	AD	PROJECT RELEASE

LANDSCAPE PLAN

L 1.13

of

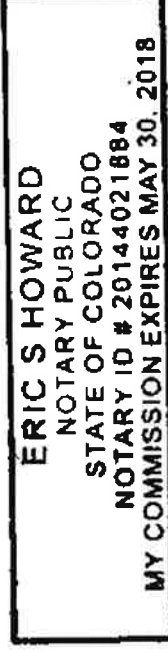
STATE OF COLORADO)
) S.S.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 27th day of April, 2017, by James Morley, as President of Sterling Ranch Metropolitan District, a Special District No. 1 of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: May 30 2018.

Eric S Howard
Notary Public



IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.

Licensor:

Licensee:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: *Barbara Steen*

Attest: *Charles D Brown*, Chair
County Clerk and Recorder



STERLING RANCH METROPOLITAN
DISTRICT No. 1, a quasi-municipal
corporation and political subdivision of
the State of Colorado

By: *James Morley*
James Morley, President

Attest: *Chaz Collins*
Chaz Collins, Secretary

will of the Licensor, upon 30 days prior written notice, as set forth in Paragraphs 4 and 5 above.

8. Construction: The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of the Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Improvements described herein.

9. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

10. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

11. Entire Agreement: This Agreement, together with all exhibits attached hereto, constitute the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

12. Binding: Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of Licensor and Licensee in the event the Licensor agrees to an assignment of the Agreement.

13. Authority: The undersigned hereby acknowledge and represent that they have legal authority to bind the Party for whom they are executing this Agreement.

14. Applicable Law: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

15. Execution: This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

16. Recording: This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

County. Upon termination by the Licensee of the License on all or part of the Licensed Premises, and if requested by Licensors, the Licensee shall remove the Improvements within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements. If the License is terminated on only a portion of the Licensed Premises, Licensors and Licensee shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

5. Condition of the Licensed Premises. Obligation to Make Repairs. Obligation to Remain in Compliance with Laws: Licensee agrees and understands that it commences its use of the Licensed Premises "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of Licensors' title to the Licensed Premises. It shall be the Licensee's sole obligation to maintain and make any necessary repairs to the Improvements, and to do so in full compliance with the requirements of the El Paso County Public Services Department, or as otherwise required by the El Paso County Land Development Code, as amended, revised, or replaced, and any and all other applicable state, federal, or local laws, regulations, and ordinances.

6. Indemnification/Hold Harmless: The Licensee shall indemnify and hold the Licensors and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with, Licensee's, its contractors', agents', or employees' activities on the Licensed Premises, failure to comply with the terms of this Agreement, or failure to maintain the Licenses Premises in a safe condition but only to the extent such damages, loss, cost, expense, and liabilities are due to or arising from Licensee's negligence or willful misconduct, but not as to the use by the general public. Nothing in this section shall be deemed to waive or otherwise limit the defense available to Licensors pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

7. Assignment: Licensee shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of the Licensors, which consent shall not be unreasonably withheld, conditioned, or delayed. Should the Licensors agree to such assignment, Licensors and Licensee hereby expressly agree that the intent of such benefit to said successors in title is not to create an easement in the Licensed Premises, but rather, a License. Licensors and Licensee, both for themselves and for their successors in title, agree that this License is terminable at the

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Description and Use of the Licensor's Premises: Licensor hereby grants to Licensee a license for ingress and egress upon the Licensed Premises for construction, installation, maintenance and repair of the Improvements (the "License"). As this Agreement only creates a license, each Party's rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create a real property interest of any kind or nature, or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of Licensee, its employees, agents, servants and invitees for any lawful purposes associated with the Improvements and related purposes for the benefit of Licensee and Sterling Ranch. The Improvements shall be owned by Licensee.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue until the Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

4. Termination:

a. Termination by Licensor. Licensor shall notify Licensee as soon as possible if Licensor is considering terminating the License on all or part of the Licensed Premises. Licensor at any time and for any valid public purpose, as determined at Licensor's sole discretion, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. Upon such termination, Licensor may direct Licensee to remove all or a portion of the Improvements from the Licensed Premises at its own expense, and the Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensee. Licensee shall notify Licensor as soon as possible if Licensee is considering terminating the License on all or part of the Licensed Premises. Licensee at any time and for any valid public purpose shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensor; provided, however, that no such termination shall become effective unless and until an amendment to Developer's Site Development Plan regarding the landscaping condition has been approved by the

**PUBLIC RIGHT OF WAY LANDSCAPE
LICENSE AGREEMENT
STERLING RANCH METROPOLITAN DISTRICT NO. 1**

THIS PUBLIC RIGHT-OF-WAY LANDSCAPE LICENSE AGREEMENT (“Agreement”), is made this ___ day of _____, 2017, between **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO**, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Licensor”), and **STERLING RANCH METROPOLITAN DISTRICT NO. 1**, 20 Boulder Crescent, Colorado Springs, Colorado 80903, a Special District of the State of Colorado (hereinafter “Licensee”). The Licensor and the Licensee may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

RECITALS:

WHEREAS, as a condition of approval of the Sterling Ranch Filing No. 1 Final Plat for Sterling Ranch, County File Reference Number SF-16-013 (“Site Development Plan”) (the “Developer”) is required to meet landscaping requirements as defined in said Site Development Plan; and

WHEREAS, the Developer desires to use certain portions of the Licensor’s road rights-of-way within the Sterling Ranch Filing No. 1 Subdivision for landscaping improvements as required by said Site Development Plan and as defined herein; and

WHEREAS, without the use of said County right of way, the Developer would not be able to comply with the landscaping requirements of said Site Development Plan; and

WHEREAS, the Licensee wishes to install and maintain on behalf of the Developer those portions of the required landscaping lying with County right-of-way; and

WHEREAS, because the roads within Sterling Ranch Filing No. 1 are approved and accepted for maintenance by the Licensor, the Licensee is required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor’s right-of-way; and

WHEREAS, Licensor, as a convenience to Licensee, consents to allow Licensee to use a portion of certain road rights-of-way as shown on the shaded areas depicted on the attached drawing marked Exhibit ‘A’ (the “Licensed Premises”) for the purposes of constructing, installing, maintaining, repairing and replacing landscaping improvements, such as, but not limited to, landscape grading, irrigation, controllers, lighting, mulch, and planting (the “Improvements”).

AGREEMENT

Chuck Broerman

El Paso County, CO

05/30/2018 11:51:32 AM

Doc \$0.00

21

Rec \$0.00

Pages

218061176

