



EASEMENT AGREEMENT

RECEIVED of STERLING RANCH METROPOLITAN DISTRICT NO. 1 the sum of One Dollar (\$1.00), in consideration of which the undersigned, hereinafter called "GRANTOR", does, subject to the terms and conditions set forth herein, hereby grant, sell and convey unto STERLING RANCH METROPOLITAN DISTRICT NO. 1, hereinafter called "GRANTEE", its successors, assigns, tenants, guests and invitees, a non-exclusive easement (the "Easement") for the purposes of utilizing said Easement for ingress and egress. Said Easement is described in Attachment A, (the "Premises").

This Easement is made subject to the following terms and conditions:

1. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises. Should there be any question as to the terms and conditions of the grant of this Easement, the terms and conditions of this Grant of Easement shall control to the extent legally possible.

2. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the Improvements and Premises in a reasonable condition for its intended purposes and 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 as nearly as practicable to its condition immediately prior to such maintenance or improvement.

3. GRANTOR hereby reserves for itself and its successors and assigns, the right to use the Premises for such purposes and for such improvements as GRANTOR may elect, so long as said uses and purposes do not unreasonably interfere with or obstruct the Easements and rights granted herein.

4. GRANTEE 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 GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use or improvement of the Premises.

5. In no event shall GRANTEE 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, GRANTEE, and GRANTEE shall indemnify and hold GRANTOR harmless from and cost or expense, including reasonable attorney's fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.

6. The GRANTOR agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTEE, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTOR'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTOR'S activities on

the Easement. Likewise, the GRANTEE agrees to indemnify, defend and hold harmless, to the extent allowed by law, the GRANTOR, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the GRANTEE'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise that occur on the Easement or that arise from GRANTEE'S activities on the Easement.

7. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Attachment A hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns. The Easement is for the benefit of GRANTEE, the successors and assigns of GRANTEE, and GRANTEE shall hold the Easement and exercise the rights granted hereunder for the benefit of the DISTRICT (as defined below) and the parcels of real property served by the DISTRICT.

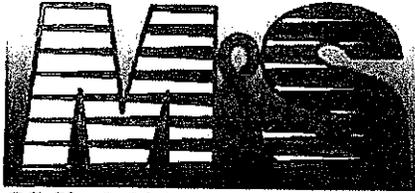
8. Termination. GRANTOR has previously conveyed certain public utility easements to GRANTEE that are located on the Premises. The purpose of this Easement is to provide a second public road access to the Branding Iron at Sterling Ranch Filing No. 1 and Homestead at Sterling Ranch Filing No. 1 subdivision plats (the "Plats") until such time as the public roads located on the Premises are dedicated to and accepted by El Paso County. Said public roads are being dedicated to El Paso County on the Sterling Ranch Filing No. 2 Subdivision plat currently being reviewed and processed by the County (see Attachment B hereto). At such time as the roads located on the Premises are accepted by El Paso County this Easement Agreement shall automatically terminate.

9. Construction/Maintenance. The public roads located on the Premises have been graded with certain drainage improvements and curb and gutter having been installed as of the date of this Agreement. Prior to the recording of the Plats, the roads on the Premises shall be constructed by GRANTOR to such additional standards as are acceptable to the Black Forest Fire Protection District. GRANTEE agrees to thereafter maintain these roads in a manner sufficient to keep them safe and open to the public until such time as the County accepts them into its system for maintenance.

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT A

LEGAL DESCRIPTION



CIVIL CONSULTANTS, INC.

20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**HOMESTEAD AT STERLING RANCH FILING NO. 2
30 FOOT TEMPORARY EMERGENCY ACCESS EASEMENT
EXHIBIT B**

DATE: JULY 22, 2019

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPLE MERIDIAN, THE SECTION CORNER COMMON TO SECTIONS 33, 34, 3, AND 4 BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE QUARTER CORNER COMMON TO SECTIONS 34 AND 3 WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14" E, A DISTANCE OF 2,722.56 FEET.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING A PORTION OF TRACT E AS DESCRIBED ON THE PLAT OF "STERLING RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 218714151 IN THE EL PASO COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 21;
THENCE N44°35'49"W A DISTANCE OF 4421.46 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID TRACT E AND THE POINT OF BEGINNING;

THENCE N50°26'12"W A DISTANCE OF 129.53 FEET TO THE EASTERLY LINE OF TRACT AA AS DESCRIBED ON AFORESAID PLAT OF "STERLING RANCH FILING NO. 1";
THENCE N39°33'48"E ALONG SAID EASTERLY LINE 30.00 FEET;
THENCE S50°26'12"E A DISTANCE OF 111.12 FEET;
THENCE 35.83 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 37°19'28" (THE CHORD OF WHICH BEARS S08°01'34"W, 35.20 FEET) TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 3,542 S.F. (0.081 ACRES) MORE OR LESS.

PREPARED BY:

VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903



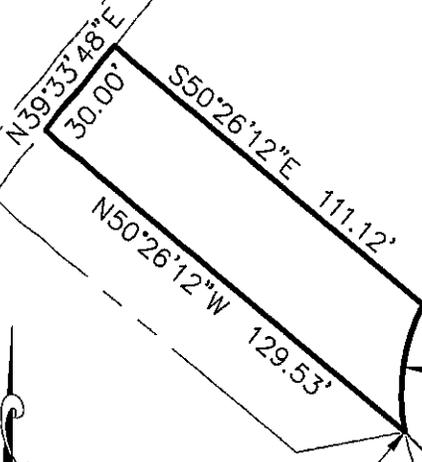
HOMESTEAD AT STERLING RANCH FILING NO. 2 TEMPORARY EMERGENCY ACCESS EASEMENT EXHIBIT "C"

*HOMESTEAD AT
STERLING RANCH
FILING NO. 1*
REC. NO. 219714279
TRACT O

DINES BOULEVARD
(60' ROW)

TRACT AA

*TRACT E
STERLING RANCH
FILING NO. 1*
REC. NO. 218714151



$\Delta = 37'19'28''$
 $R = 55.00'$
 $L = 35.83'$
 $Ch = S08'01'34''W$
 $ChL = 35.20'$

POINT OF BEGINNING

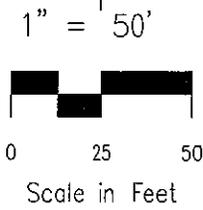
*TRACT F
STERLING RANCH
FILING NO. 1*
REC. NO. 218714151
(POND 4)

4421.46'
N44°35'49"W

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

33 34
4 3

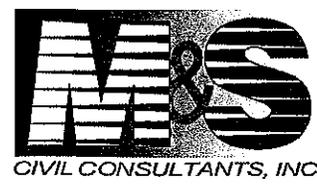
N89°14'14"E
BASIS OF BEARING



NOTES:

THIS SKETCH IS INTENDED FOR LEGAL DESCRIPTION ONLY. THIS SKETCH IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT NOR AN IMPROVEMENT LOCATION SURVEY PLAT.

HOMESTEAD AT STERLING RANCH
FILING NO. 2
TEMPORARY EMERGENCY
ACCESS EASEMENT
EXHIBIT "C"
JOB NO. 09-007
DATE PREPARED: 07/22/2019



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