



GRANT OF EASEMENT

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 purpose of constructing and maintaining a wastewater pipeline. Said Easement is described in Attachment A hereto (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 their 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 Easement 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. This Easement is granted to GRANTEE solely to provide a location for a wastewater pipeline and necessary appurtenances. This Easement is for the benefit of GRANTEE, its successors and assigns, and except as otherwise stated herein, shall be exclusive to GRANTEE.

7. 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.

8. 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 GRANTEE and the real property served by GRANTEE. Except as otherwise stated herein, the Easement shall be exclusive to GRANTEE.

9. In the event that any party to this Easement (including any successors and assigns of the original parties) shall breach this Agreement, the other party may recover all reasonable costs and expenses of enforcement including but not limited to attorneys' fees.



IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 22 day of Aug., 2019.

GRANTOR:

8335 VOLLMER ROAD, LLC, an Arizona limited liability company

By: [Signature]
Gary Schnurr, Its Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, its _____.

My Commission Expires: _____ Notary Public

STATE OF COLORADO
COUNTY OF ROUTT

Sworn to (or affirmed) and subscribed before me this 22 day of Aug, 2019, by Gary Schnurr
[Signature] Sarah Boatright
Notary Public's Signature Notary Name
My Commission Expires on 03/24/19

SARAH BOATRIGHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164011459
MY COMMISSION EXPIRES 03/24/2020

ATTACHMENT A
LEGAL DESCRIPTION



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

**SANITARY SEWER EASEMENT
EXHIBIT A**

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

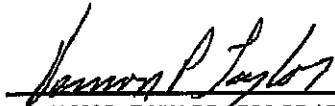
BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO. THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", BEARS N 89°24'14" E, A DISTANCE OF 2,722.56 FEET.

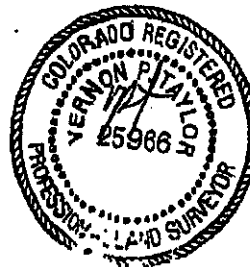
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34;
THENCE S64°36'14"W, A DISTANCE OF 5889.08 FEET TO A POINT 30 FEET WEST OF THE SOUTHEAST CORNER OF THAT PARCEL AS DESCRIBED BY SPECIAL WARRANTY DEED UNDER RECEPTION NO. 204209417 IN THE RECORDS OF EL PASO COUNTY AND THE POINT OF BEGINNING.

THENCE S89°21'46"W ALONG THE SOUTH LINE OF SAID PARCEL, 474.76 FEET;
THENCE N00°38'14"W A DISTANCE OF 30.00 FEET;
THENCE N89°21'46"E A DISTANCE OF 475.23 FEET;
THENCE S00°15'39"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 14,250 S.F. (0.327 ACRES) MORE OR LESS.

PREPARED BY:

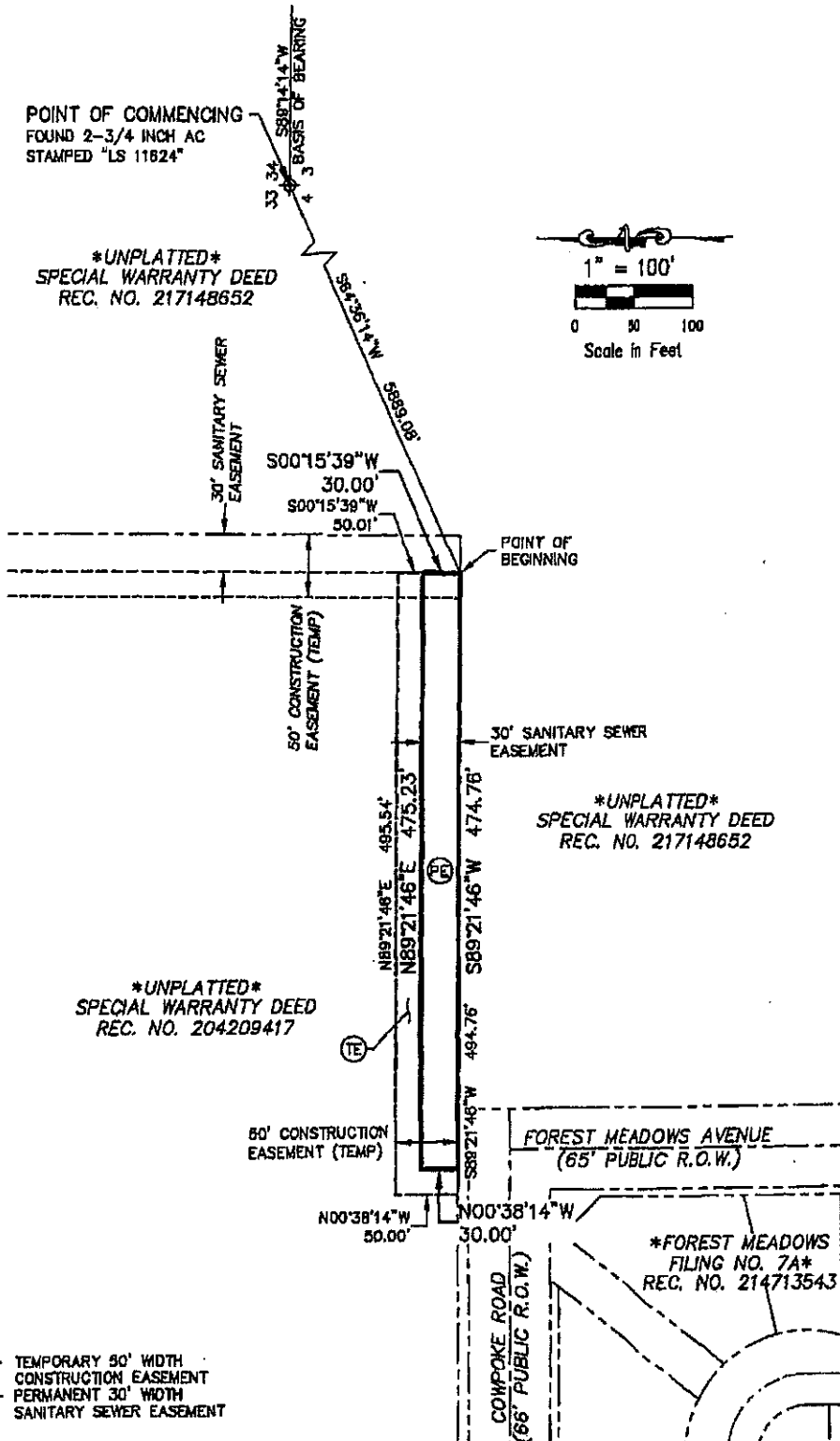
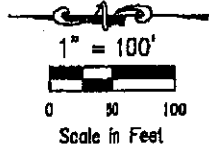

VERNON P. TAYLOR, COLORADO PLS NO. 25966 8/1/19 DATE
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903



SANITARY SEWER EASEMENT EXHIBIT "C"

POINT OF COMMENCING
FOUND 2-3/4 INCH AC
STAMPED "LS 11824"

UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 217148652



UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 204209417

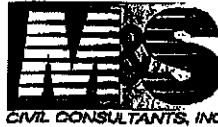
UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 217148652

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

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

SANITARY SEWER EASEMENTS
EXHIBIT "C"
JOB NO. 09-010
DATE PREPARED: 08/01/2018

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



101 E. PUEBLO AVE. 5TH FLOOR
COLORADO SPRINGS, CO 80901
PHONE: 719.553.5485

SHEET 1 OF 1

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

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 A**

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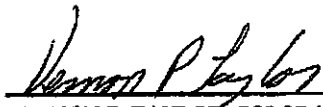
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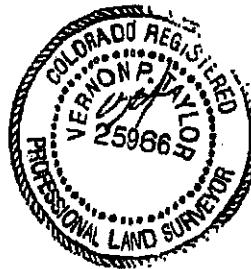
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THENCE N89°21'46"E A DISTANCE OF 495.54 FEET;
THENCE S00°15'39"W A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 24,757 S.F. (0.568 ACRES) MORE OR LESS.

PREPARED BY:


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

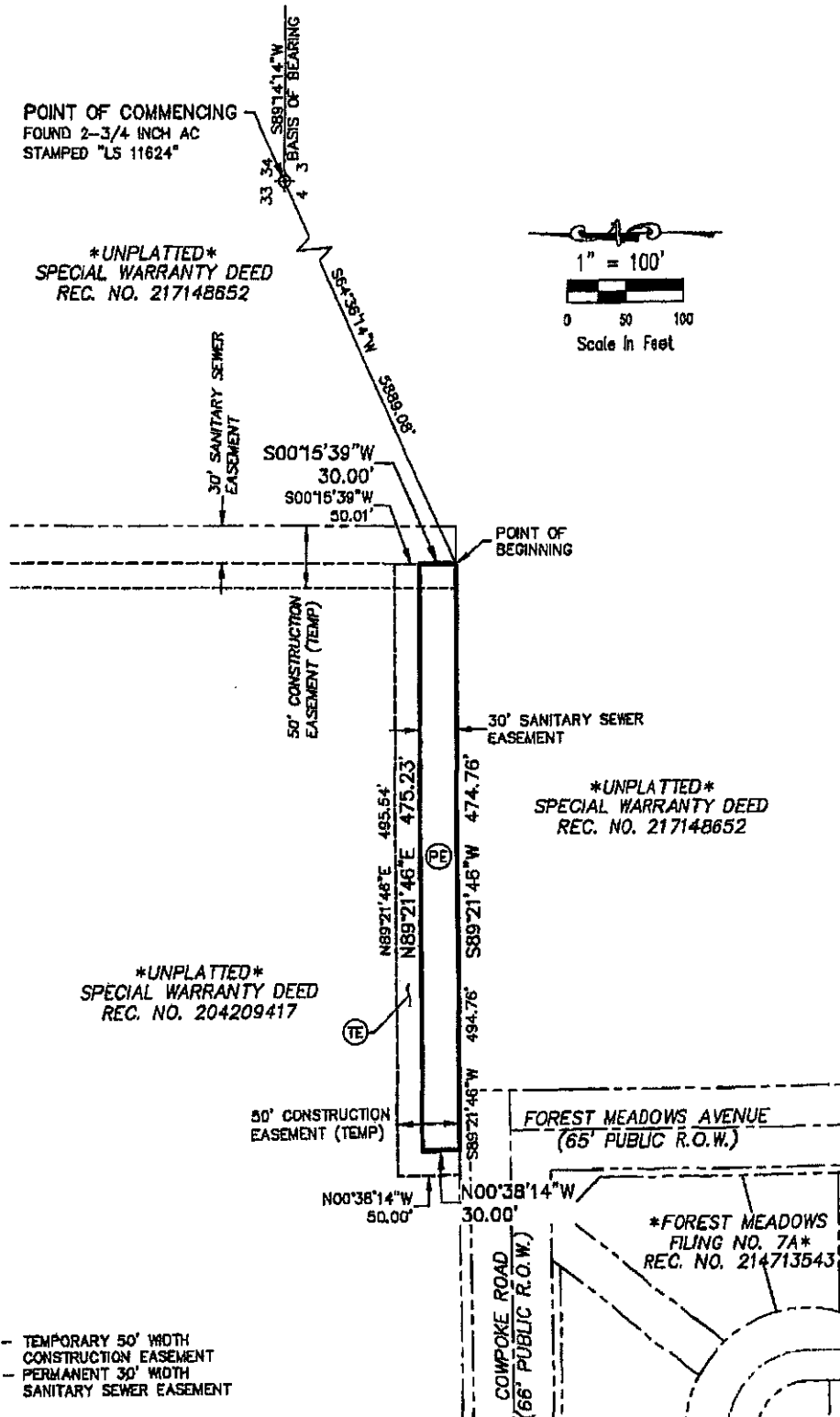
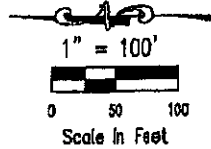
8/1/19
DATE



SANITARY SEWER EASEMENT EXHIBIT "C"

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

UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 217148652



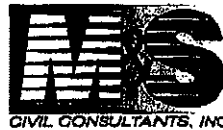
UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 204209417

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: 08/01/2019



101 E. Pikes Peak Ave., 8th Floor
Colorado Springs, CO 80903
Phone: 719.593.3465

SHEET 1 OF 1