



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 interfered 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 22nd day of AUGUST, 2019.

GRANTOR:

Short Stick, LLC, a Colorado limited liability company

By: *James Morley*
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 F. MORLEY, its MANAGER.

My Commission Expires:

May 30, 2022

Notary Public

Eric Howard

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

LEGAL DESCRIPTION

ATTACHMENT A

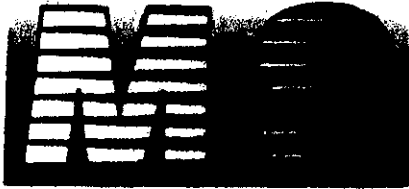


102 E. Pikes Peak Ave., 5th Floor
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

THAT PARCEL OF LAND LYING BETWEEN THE NORTHERLY THE RIGHT-OF-WAY OF COWPOKE ROAD AS DESCRIBED ON THE PLAT OF "FOREST MEADOWS FILING NO. 7A" UNDER RECEPTION NO. 214713543 OF THE RECORDS OF EL PASO COUNTY, COLORADO, AND THE SOUTHERLY LINE OF THAT PARCEL AS DESCRIBED BY SPECIAL WARRANTY DEED UNDER RECEPTION NO. 204209417 OF SAID COUNTY RECORDS, SAID SOUTHERLY LINE ALSO BEING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPLE MERIDIAN, EL PASO COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE AFORESAID RIGHT-OF-WAY OF COWPOKE ROAD;
THENCE S89°21'46"W ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY, 640.96 FEET TO THE SOUTHEAST CORNER OF TRACT C AS DESCRIBED ON THE PLAT OF "FOREST MEADOWS FILING NO. 9" UNDER RECEPTION NO. 21714024 OF AFORESAID COUNTY RECORDS;
THENCE N00°38'14"W ALONG THE EASTERLY LINE OF SAID TRACT, 9.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT LYING ON THE AFORESAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 5;
THENCE N89°21'46"E ALONG SAID SOUTH LINE, 640.96 FEET TO THE NORTHWEST CORNER THAT PARCEL AS DESCRIBED BY SPECIAL WARRANTY DEED UNDER RECEPTION NO. 217148652 OF SAID COUNTY RECORDS;
THENCE S00°38'14"W ALONG THE WESTERLY LINE OF SAID PARCEL, 9.00 FEET TO THE POINT OF BEGINNING.



CIVIL CONSULTANTS, INC.

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 B-PE**

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST 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, 30.00 FEET;
THENCE N00°38'14"W A DISTANCE OF 9.00 FEET;
THENCE N89°21'46"E A DISTANCE OF 30.00 FEET;
THENCE S00°15'39"W A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING.

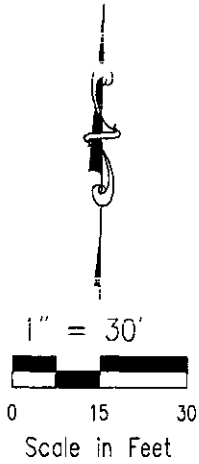
SAID PARCEL CONTAINS A CALCULATED AREA OF 270 S.F. (0.006 ACRES) MORE OR LESS.

PREPARED BY:

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

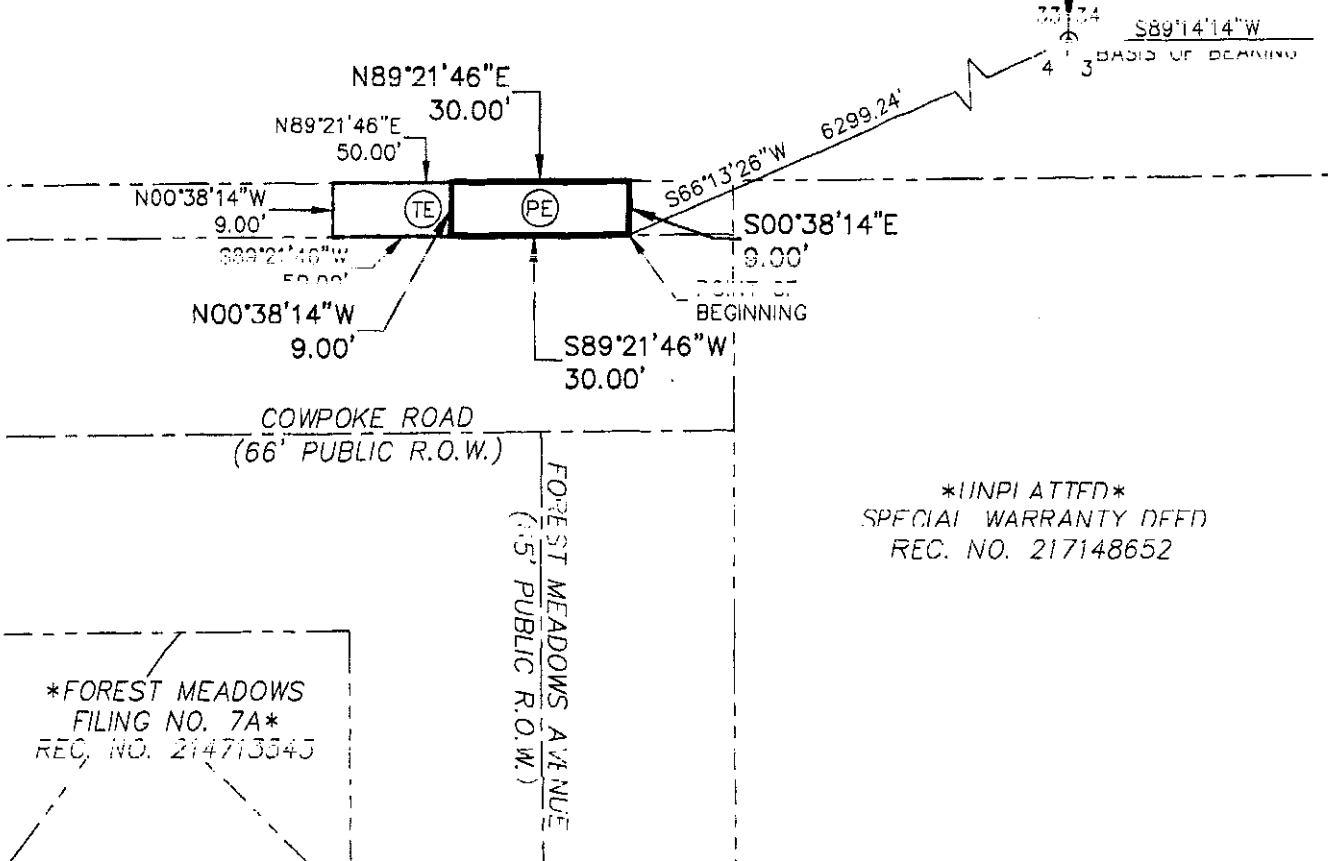


SANITARY SEWER EASEMENT EXHIBIT "C"



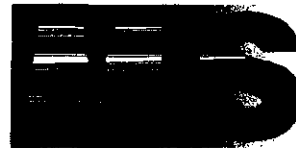
UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 204209417

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



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

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



102 E. PIKES PEAK AVE., 5TH FLOOR
COLORADO SPRINGS, CO 80903
PHONE: 719.593.4100

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

CIVIL CONSULTANTS, INC.

SHEET 1 OF 1