

Chuck Broerman
07/25/2019 10:12:52 AM
Doc \$0.00
Rec \$43.00

El Paso County, CO



7
Pages 219085065

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 22 day of July, 2019.

GRANTOR:

8335 VOLLMER ROAD, LLC, an Arizona limited liability company

By: [Signature]
Gary Schnurr, Its Manager

STATE OF Colorado)
~~ARIZONA~~) ss.
COUNTY OF Garfield)
~~MARICOPA~~

The foregoing instrument was acknowledged before me this 22nd day of July, 2019, by Gary Schnurr, its Manager.

My Commission Expires:
08/15/2021

Notary Public
[Signature]

TAYLOR LAYNE PRATHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174025328
MY COMMISSION EXPIRES 08/15/2021



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 EAST HALF OF THE NORTHEAST QUARTER (E1/2 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°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 S79°27'59"W, A DISTANCE OF 5348.79 FEET TO A POINT ON THE EAST LINE THE NORTHEAST QUARTER OF THE AFORESAID NORTHEAST QUARTER SECTION 5 AND THE POINT OF BEGINNING.

THENCE S06°22'07"W ALONG SAID EAST LINE, 228.22 FEET TO THE SOUTHEAST CORNER OF AFORESAID NORTHEAST QUARTER NORTHEAST QUARTER (NE1/4 NE1/4) SECTION 5;
THENCE S00°15'39"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER NORTHEAST QUARTER (SE1/4 NE1/4) SECTION 5, 1320.72 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER NORTHEAST QUARTER (SE1/4 NE1/4);
THENCE S89°21'46"W ALONG THE SOUTH LINE OF AFORESAID SOUTHEAST QUARTER NORTHEAST QUARTER (SE1/4 NE1/4), 30.00 FEET;
THENCE N00°15'39"E, 30.00 FEET WEST AND PARALLEL TO AFORESAID EAST SECTION LINE, 1322.80 FEET;
THENCE N06°22'07"E, 50.00 FEET WEST AND PARALLEL TO AFORESAID EAST SECTION LINE, 229.82 FEET;
THENCE S83°37'53"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 46,523 S.F. (1.068 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





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**

A PARCEL OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (E1/2 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°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 S79°27'59"W, A DISTANCE OF 5348.79 FEET TO A POINT ON THE EAST LINE THE NORTHEAST QUARTER OF THE AFORESAID NORTHEAST QUARTER SECTION 5 AND THE POINT OF BEGINNING.

THENCE S06°22'07"W ALONG SAID EAST LINE, 228.22 FEET TO THE SOUTHEAST CORNER OF AFORESAID NORTHEAST QUARTER NORTHEAST QUARTER (NE1/4 NE1/4) SECTION 5;
THENCE S00°15'39"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER NORTHEAST QUARTER (SE1/4 NE1/4) SECTION 5, 1320.72 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER NORTHEAST QUARTER (SE1/4 NE1/4);
THENCE S89°21'46"W ALONG THE SOUTH LINE OF AFORESAID SOUTHEAST QUARTER NORTHEAST QUARTER (SE1/4 NE1/4), 50.01 FEET;
THENCE N00°15'39"E, 50.00 FEET EAST AND PARALLEL TO AFORESAID EAST SECTION LINE, 1324.18 FEET;
THENCE N06°22'07"E, 50.00 FEET EAST AND PARALLEL TO AFORESAID EAST SECTION LINE, 230.88 FEET;
THENCE S83°37'53"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

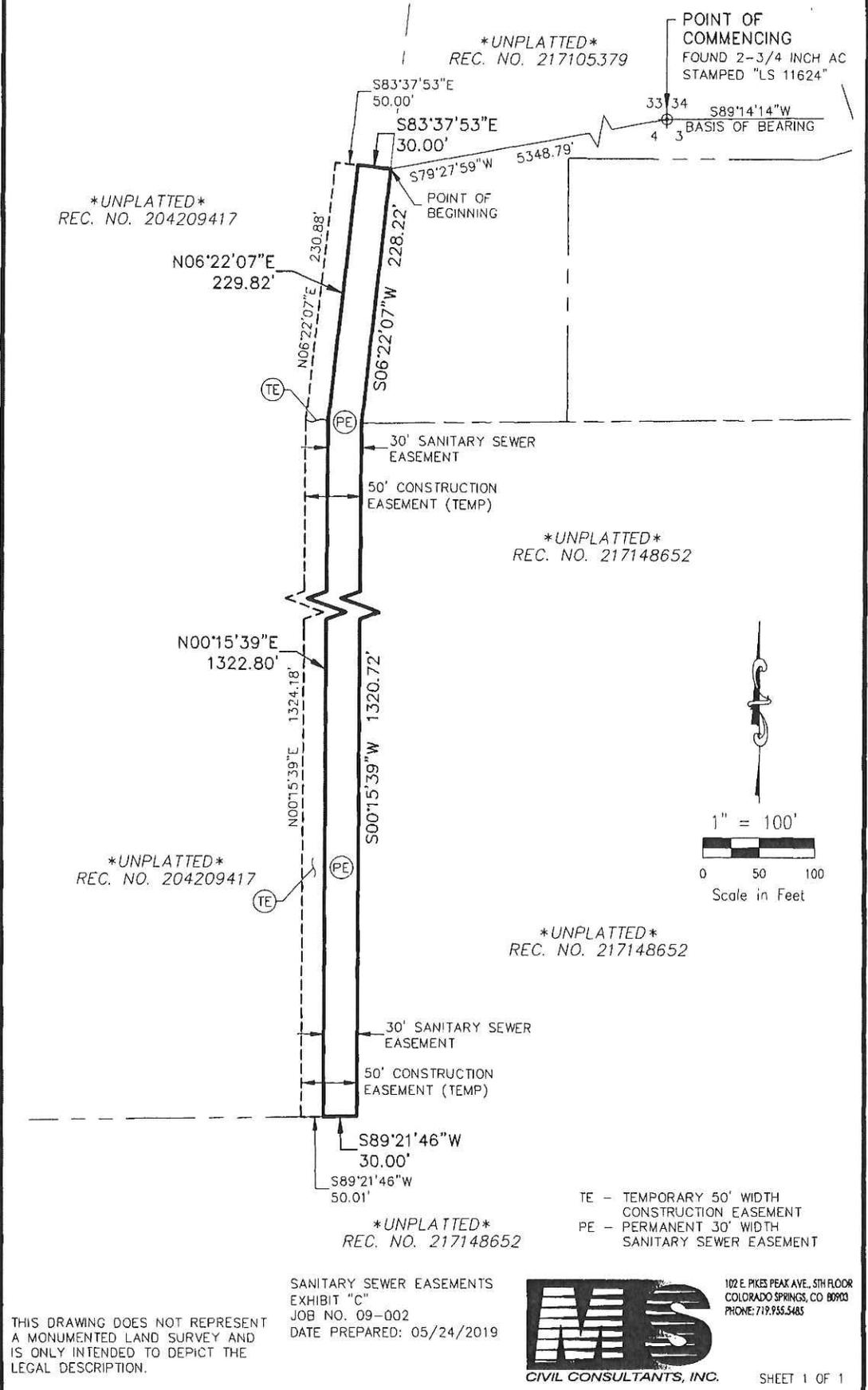
SAID PARCEL CONTAINS A CALCULATED AREA OF 77,600 S.F. (1.781 ACRES) MORE OR LESS.

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



FORCE MAIN SEWER EASEMENT EXHIBIT "C"



UNPLATTED
REC. NO. 204209417

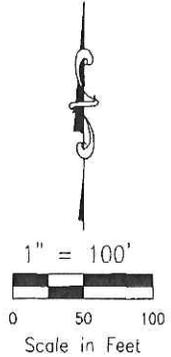
UNPLATTED
REC. NO. 217105379

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

UNPLATTED
REC. NO. 217148652

UNPLATTED
REC. NO. 204209417

UNPLATTED
REC. NO. 217148652



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

SANITARY SEWER EASEMENTS
EXHIBIT "C"
JOB NO. 09-002
DATE PREPARED: 05/24/2019



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