

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 the attached Exhibit B-PE, Exhibit B-TE and Exhibit C (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,

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El Paso County, CO



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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 the attached Exhibit B-PE, Exhibit B-TE and Exhibit C 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.

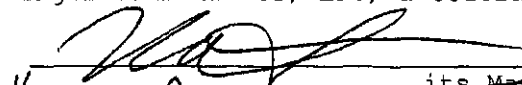


IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal, this 22 day of August, 2019.

GRANTOR:

Challenger Communities, LLC, a Colorado limited liability company

By:

  
Vanessa Amoruso, its ~~Manager~~ VP of Land Acquisition

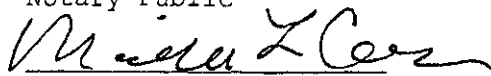
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 22 day of August, 2019, by Vanessa Amoruso, its VP of Land Acquisition

My Commission Expires:

11/19/2020

Notary Public



MICHELLE L COOPER  
Notary Public  
State of Colorado  
Notary ID # 20124032797  
My Commission Expires 11-09-2020



CIVIL CONSULTANTS, INC.

102 E. Pikes Peak Ave., 5<sup>th</sup> 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 NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) SECTION 4,  
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 S78°23'19"W A DISTANCE OF 5097.16 FEET, THENCE S89°58'27"W A DISTANCE OF 20.00 FEET TO THE  
POINT OF BEGINNING.

THENCE S00°01'33"E A DISTANCE OF 86.98 FEET;  
THENCE N89°44'21"W A DISTANCE OF 260.78 FEET TO THE EASTERLY LINE OF THAT PARCEL DESCRIBED BY SPECIAL  
WARRANTY DEED UNDER RECEPTION NO. 204209417 OF THE RECORDS OF EL PASO COUNTY, COLORADO;  
THENCE N06°22'07"E ALONG SAID EASTERLY LINE, 30.17 FEET;  
THENCE S89°44'21"E A DISTANCE OF 227.42 FEET;  
THENCE N00°01'33"W A DISTANCE OF 56.83 FEET;  
THENCE N89°58'27"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 9,480 S.F. (0.218 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





CIVIL CONSULTANTS, INC.

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

**TEMPORARY CONSTRUCTION SEWER EASEMENT  
EXHIBIT B-TE**

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) SECTION 4,  
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.

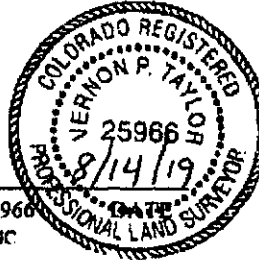
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34;  
THENCE S78°23'19"W A DISTANCE OF 5097.16 FEET TO THE POINT OF BEGINNING.

THENCE S00°01'33"E A DISTANCE OF 107.08 FEET;  
THENCE N89°44'21"W A DISTANCE OF 283.02 FEET TO THE EASTERLY LINE OF THAT PARCEL DESCRIBED BY SPECIAL  
WARRANTY DEED UNDER RECEPTION NO. 204209417 OF THE RECORDS OF EL PASO COUNTY, COLORADO;  
THENCE N06°22'07"E ALONG SAID EASTERLY LINE, 50.29 FEET;  
THENCE S89°44'21"E A DISTANCE OF 227.42 FEET;  
THENCE N00°01'33"W A DISTANCE OF 56.83 FEET;  
THENCE N89°58'27"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

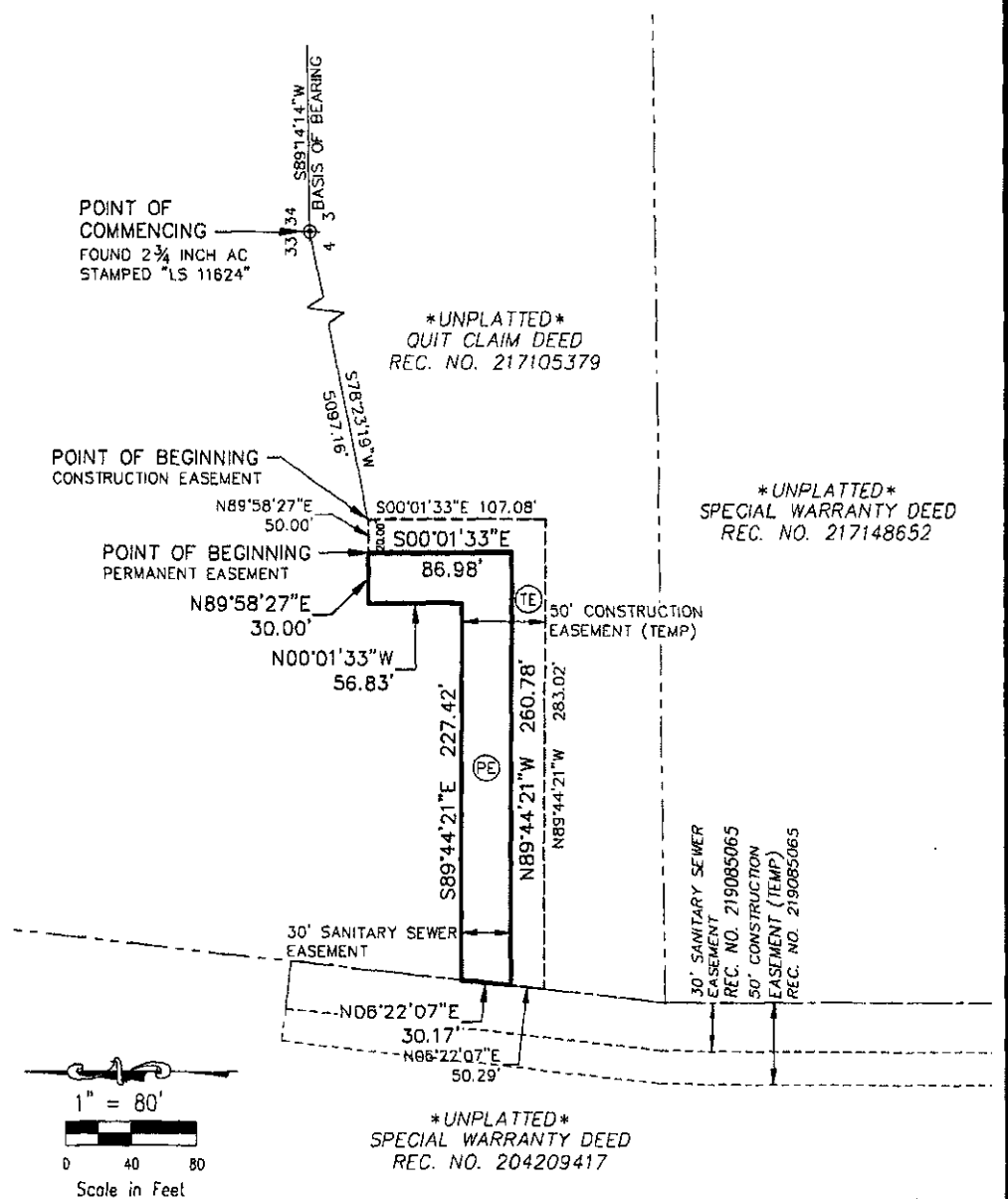
SAID PARCEL CONTAINS A CALCULATED AREA OF 16,859 S.F. (0.387 ACRES) MORE OR LESS.

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"



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

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

SANITARY SEWER EASEMENTS  
EXHIBIT "C"  
JOB NO. 09-010  
DATE PREPARED: 08/08/2019



102 E. PIKES PEAK AVE., 5TH FLOOR  
COLORADO SPRINGS, CO 80903  
PHONE: 719.536.5485

SHEET 1 OF 1