



DETENTION POND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **RAO INVESTMENTS, LLC**, a Texas limited liability company, whose address is 7910 Gateway E, Ste 102, El Paso TX, 79915-18105, hereinafter called the GRANTOR, for and in consideration of the sum of Ten Dollars and No Cents, (\$10.00), and other good and valuable consideration in hand paid by **STERLING RANCH METROPOLITAN DISTRICT NO. 2**, a special district and political subdivision of the State of Colorado, hereinafter called the GRANTEE, the receipt and sufficiency is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto said GRANTEE, its heirs, successors or assigns, a PERMANENT DETENTION POND DRAINAGE EASEMENT ("Easement") only along, over and across the following described premises (hereinafter the "Premises"):

See attached Exhibit A

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

1. The purpose of this Easement is to provide public storm-water drainage and the related improvements, including, but not limited to, grading, and maintenance access to said storm-water drainage improvements within the Easement, as identified on the attached Exhibit B (collectively, the "Improvements").

2. GRANTEE accepts the Premises in its current "As Is" condition, and GRANTOR makes no warranties of any kind with respect to the Premises.

3. In the performance of any future maintenance or improvement of the Premises, GRANTEE shall maintain the Improvements within the Premises in a reasonable condition for their intended purposes.

4. 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 Improvements, or the Easement and rights granted herein.

5. 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 of the Improvements within the Premises by GRANTEE, and GRANTEE shall comply with all laws and regulations concerning the use of or improvement of the Premises.

6. 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 attorneys' fees incurred by GRANTOR to release any such mechanic's or materialmen's liens against the Premises.

7. GRANTOR hereby covenants with the GRANTEE that it has good title to the afore-described Premises, that it has good and lawful right to grant this Easement, that it will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomever.

8. 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.

9. 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 DISTRICTS (as defined below). As used herein, the "DISTRICTS" means GRANTEE, STERLING RANCH METROPOLITAN DISTRICT NO. 1, STERLING RANCH METROPOLITAN DISTRICT NO. 3, and the respective successors and assigns of each. Except as otherwise stated herein, the Easement shall be exclusive to the entities comprising the DISTRICTS. All provisions of this Easement, including all benefits and burdens, shall run with the land described in Exhibit A and Exhibit B hereto and shall be binding upon and shall inure to the benefit of GRANTEE, its successors and assigns.

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

ATTACHMENT A

LEGAL DESCRIPTION OF DETENTION POND DRAINAGE EASEMENT



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

EXHIBIT A
STERLING RANCH FILING NO. 2
DETENTION POND DRAINAGE EASEMENT
DATE: FEBRUARY 15, 2018

A PARCEL OF LAND IN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) 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 N89°14'14"E, A DISTANCE OF 2,722.56 FEET. COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34;

THENCE S73°18'34"W , A DISTANCE OF 4137.04 FEET TO THE POINT OF BEGINNING;

THENCE S33°05'00"E, A DISTANCE OF 205.85 FEET;

THENCE S60°48'00"W, A DISTANCE OF 83.19 FEET

THENCE S13°26'00"W, A DISTANCE OF 92.34 FEET

THENCE N33°05'00"W, A DISTANCE OF 358.80 FEET

THENCE N89°16'32"E, A DISTANCE OF 177.58 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 39,523 S.F. (0.907 ACRES MORE OR LESS).

PREPARED BY:

2/15/18

VERNON P. TAYLOR, COLORADO PLS NO. 25966 DATE

**FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903**



STERLING RANCH DRAINAGE EASEMENT RAO INVESTMENTS, LLC

UNPLATTED
CHALLENGER COMMUNITIES, LLC
REC. NO. 217105379

PAWNEE RANCHEROS
FILING NO 2
BK U2 PG 45
REC. NO. 863327

LOT 14

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

33 34
4 3
S89°14'14"W
BASIS OF BEARING

POINT OF
BEGINNING

N89°16'32"E 177.58'

S73°18'34"W 4137.04'

SAND CREEK
100 YEAR
FLOODPLAIN

DRAINAGE EASEMENT
39,523 SF
0.907 AC +/-

N33°05'00"W 358.80'

S33°05'00"E 205.85'

100YR

100YR

100YR

S60°48'00"W 83.19'

UNPLATTED
RAO INVESTMENTS, LLC
REC. NO. 217148652

SHILOH MESA FILING NO. 4
SPECIAL WARRANTY DEED
REC. NO. 217087642



1" = 80'
0 40 80
Scale in Feet

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

STERLING RANCH
DRAINAGE EASEMENT
RAO INVESTMENTS, LLC

JOB NO. 09-002
DATE PREPARED: 02/15/2018



CIVIL CONSULTANTS, INC.

20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

Sheet 2 of 2

ATTACHMENT B

DETENTION POND DRAINAGE EASEMENT IMPROVEMENTS

