PUBLIC RIGHT OF WAY LICENSE AGREEMENT
STERLING RANCH EAST FILING NO. 6

THIS PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT ("Agreement"), is made this _____ day of _____, 20__, between EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter "Licensor"), **STERLING RANCH METROPOLITAN DISTRICT NO. 3**, a quasi-municipal entity and political subdivision of the State of Colorado ("Licensee"). The Licensor and the Licensee may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

RECITALS

WHEREAS, Licensee plans to develop on the Property legally described in Exhibit A, attached hereto and incorporated herein by reference, a Subdivision to be known as **Sterling Ranch East Filing No. 6**; and

WHEREAS, the County will own certain rights-of-way described herein to be platted within the Property; and

WHEREAS, Licensee desires to install and maintain streetlights, landscaping improvements, and mailbox kiosks (the "Improvements") within the following rights-of-way within the Subdivision: Briargate Pkwy., Sterling Ranch Rd., Minneapolis Ct., Vancouver St., Great Falls Dr., Grand Forks Wy., Rock Springs Ct., Rapid City Pl., Sioux Falls Wy., Missoula Wy., and Oshkosh Road.; and

WHEREAS, Licensee also desires to install and maintain underdrains (the "Underdrains") within the following rights-of-way within the Subdivision: Briargate Pkwy., Sterling Ranch Rd., Minneapolis Ct., Vancouver St., Great Falls Dr., Grand Forks Wy., Rock Springs Ct., Rapid City Pl., Sioux Falls Wy., Missoula Wy., and Oshkosh Road.; and

WHEREAS, the Licensor, as a convenience to the Licensee, consents to allow the Licensee to use portions of its rights-of-way for the purposes of constructing, maintaining and repairing the Improvements and Underdrains; and

WHERAS, Licensee is required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor's right-of-way.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Description and Use of the Licensor's Premises: Licensor hereby grants to Licensee a License upon those portions of the Licensor-owned rights-of-way known as Briargate Pkwy., Sterling Ranch Rd., Minneapolis Ct., Vancouver St., Great Falls Dr., Grand Forks Wy., Rock Springs Ct., Rapid City Pl., Sioux Falls Wy., Missoula Wy., and Oshkosh Road, as depicted and labeled in Exhibit B, attached hereto and incorporated herein by reference (the "Licensed Premises"). The License is granted to Licensee to construct, install, maintain, and repair the Improvements and the Underdrains within the Licensed Premises. If the Improvements include any lighting fixtures or features, other than streetlights, the use of such lighting must immediately cease upon written direction of the County Engineer and may not resume until written permission is granted. As this Agreement only creates a License, each Parties' rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create any type of real estate interest of any kind or nature or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of Licensee, its employees, agents, servants and invitees for any lawful purposes associated with the construction, use, and maintenance of the Improvements and Underdrains, and related purposes for the benefit of the Licensee and the Property.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue until Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

4. Additional License Terms:

a. Utilities. Licensee is responsible to ensure no damage occurs to existing utility and other installations that may be present on the right of way during installation, construction, maintenance, or repair of the Improvements or Underdrains. Licensor reserves the right to issue work in the right of way permits allowing installation of utilities in the Licensor's public right of way. Licensee shall not interfere with these installations, which will take precedence over any Improvements now in place or installed in the future. If any utility installation damages all or any portion of the permitted Improvements or Underdrains within the Licensed Premises, Licensor shall have no liability to Licensee for such damages.

b. Damage. Licensee is responsible for reimbursing Licensor for the repair of any damage to fences, signs, delineators, guardrails, landscape plantings of Licensor, or any other right of way improvements resulting from Licensee's operations. Licensee shall hold Licensor, its elected officials, appointees, officers, and employees free and harmless from all risk of injury or damage to Licensee, property of Licensee, and Licensee's agents, employees, assigns and successors or others which may result from debris, foreign objects, or chemical contamination resulting from normal maintenance activities performed by Licensor. Licensee is responsible for reimbursing Licensor for the repair and re-survey of any damage and disturbance to any survey monuments resulting from activities within the Licensed Premises by Licensee.

c. Licensor's Need for Right of Way. Licensor will not replace or relocate any Improvements or Underdrains placed within the public right of way or the Licensed Premises

if Licensor has to remove Improvements or Underdrains, in whole or in part, for any reason including but not limited to safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

d. Work in the Right of Way Permit. Prior to any major construction, operation, and/or landscaping activities within the Licensed Premises, Licensee, or its agent, shall obtain a Work in the Right of Way Permit from the El Paso County Department of Public Works in accordance with the El Paso County Engineering Criteria Manual. A new Work in the Right-of-Way Permit will be required whenever the previous Work in the Right-of-Way Permit has expired or for each new activity in the then current Work in the Right-of-Way Permit.

e. Provision of Utilities. If the Improvements are connected to any utilities, e.g. water or electricity, Licensee shall be responsible for complying with all rules and paying all rates and costs established by the utility providers.

f. Maintenance of Improvements. As the Improvements and Underdrains will be a part of Licensor's public right of way, Licensee is expected to maintain them in an acceptable manner. Upon notice of any deficiency in the Improvements or Underdrains, either: a) by Licensor; or b) by its own observation; or c) by any other means, Licensee shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor to correct the deficiency and to protect the safety of the traveling public. In the event Licensee, for any reason, does not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill Licensee for such work. Licensee shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the right of way and/or the public's health, safety, and welfare.

g. Maintenance of Right of Way. As part of its normal maintenance, repair and snow removal operations, Licensor may drive across or work adjacent to the Licensed Premises. Though Licensor shall take reasonable care when doing so, Licensor shall not be responsible to Licensee for any damage to the Improvements or Underdrains that may occur in the course of maintenance, repair or snow removal operations. Licensor will not provide snow removal within the Licensed Premises used for streetlights and mail kiosks. Some snow may be left in front of the Licensed Premises during normal snow removal activities.

h. Natural Disasters. Licensor shall not be liable to Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements or Underdrains. In the event the Licensed Premises are damaged due to a natural disaster, it shall be the sole responsibility and cost of Licensee to return the Licensed Premises and, if it so elects, the Improvements and Underdrains, to their original condition. If Licensee chooses not to replace or repair the Improvements or Underdrains and instead wishes to terminate the License Agreement, the provisions of Paragraph 5.b. below apply.

5. Termination:

a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the License by Licensee, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. In addition, the El Paso County Engineer shall have the authority to immediately terminate the License on all or part of the Licensed Premises if he or she determines that the public health, safety or welfare is adversely affected by the License. Upon such termination, Licensor may direct Licensee to remove all or a portion of the Improvements or Underdrains from the Licensed Premises at Licensee's sole expense, and Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensee. Licensee at any time shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensor. Upon termination by Licensee of the License on all or part of the Licensed Premises, and if requested by Licensor, Licensee shall remove the Improvements and Underdrains within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements or Underdrains. If the License is terminated on only a portion of the Licensed Premises, Licensor and Licensee shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

6. Condition of the Licensed Premises, Obligation to Make Repairs, Obligation to Remain in Compliance with Laws: Licensee agrees and understands that it commences its use of the Licensed Premises "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of Licensor's title to the Licensed Premises. It shall be Licensee's sole obligation to maintain and make any necessary repairs to the Improvements and Underdrains and the Licensed Premises, and to do so in full compliance with the requirements of the El Paso County Department of Public Works and any and all other applicable state, federal, or local laws, regulations, and ordinances**.** Licensee's obligations under this paragraph include, but are not limited to, obtaining any necessary permits or approvals for operation and discharge of the Underdrains from the Colorado Division of Water Resources or other applicable agency or court.

7. Indemnification/Hold Harmless: Licensee shall indemnify and hold Licensor and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with, Licensee's, its contractors', agents', or employees' activities on the Licensed Premises, failure to comply with the terms of this Agreement, or failure to maintain the Licensed Premises, Improvements, and Underdrains in a safe and operable condition. Nothing in this section shall be deemed to waive or

otherwise limit the defenses available to Licensor or Licensee pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

8. Assignment: Licensee shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Should Licensor agree to such assignment, Licensor and Licensee hereby expressly agree that the intent of such benefit to said successors in title is not to create an easement in the Licensed Premises, but rather, a License. Licensor and Licensee, both for themselves and for their successors in title, agree that this License is terminable at the will of Licensor as set forth in Paragraph 5 above. Evidence of any such assignment or termination shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

9. Construction: The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Improvements and Underdrains described herein.

10. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

11. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

12. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party hereto for any breach or other failure to perform this Agreement.

13. Entire Agreement: This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties hereto.

14. Binding: Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of Licensor and Licensee in the event the Licensor agrees to an assignment of the Agreement.

15. Authority: The undersigned hereby acknowledge and represent that they have legal authority to bind the Party for whom they are executing this Agreement.

16. Applicable Law: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise

under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

17. Execution: This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

18. Recording: This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.

_____
(Date Final Plat Approved)

LICENSOR:
BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Gilbert LaForce, Engineering Manager
Development Services, Dept. of Public Works
Designee of Joshua Palmer, County Engineer
Authorized signatory pursuant to Res. No.24 145

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Engineering Manager, Department of Public Works.

APPROVED AS TO FORM:

By: Erika Keech
County Attorney's Office

LICENSEE:
STERLING RANCH METROPOLITAN DISTRICT NO. 3

By: _____

Name: Doug Stimple

Title: President

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

The foregoing instrument was acknowledged before me this 27 day of October, 2026 by Doug Stimple, as President of the Sterling Ranch Metropolitan District No. 3 a quasi-municipal entity and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: 2-14-27.

_____
Notary Public

STEPHANIE SARAH WOOLFOLK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964012660
MY COMMISSION EXPIRES FEBRUARY 14, 2027

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27 AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH **BEARINGS REFERENCED** TO THE EASTERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD AS DEDICATED IN HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1 RECORDED MAY 19, 2023 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER UNDER RECEPTION NUMBER 223715150 BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS JR ENG LS 38252" FOUND FLUSH WITH GRADE; DETERMINED FROM GPS OBSERVATIONS TO BEAR SOUTH 13°28'29" WEST A DISTANCE OF 1168.84 FEET.

COMMENCING AT THE NORTHERLY END OF SAID EASTERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD, SAID LINE ALSO BEING THE EXTERIOR OF VILLAGES AT STERLING RANCH RECORDED JULY 23, 2025 UNDER RECEPTION NUMBER 225715552 OF SAID EL PASO COUNTY RECORDS;

THENCE ON SAID COMMON LINE THE FOLLOWING TWO COURSES:

1. THENCE NORTH 58°28'29" EAST A DISTANCE OF 49.50 FEET;

2. THENCE SOUTH 76°31'31" EAST A DISTANCE OF 9.99 FEET TO THE **POINT OF BEGINNING**;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD AS DEDICATED IN HOMESTEAD AT STERLING RANCH FILING NO. 1 THE FOLLOWING FOUR COURSES:

3. THENCE NORTH 13°28'38" EAST A DISTANCE OF 130.00 FEET;

4. THENCE NORTH 76°31'31" WEST A DISTANCE OF 10.01 FEET;

5. THENCE NORTH 31°31'31" WEST A DISTANCE OF 49.48 FEET;

6. THENCE NORTH 13°28'29" EAST, ON SAID EASTERLY RIGHT-OF-WAY LINE AND ITS NORTHERLY EXTENSION, SAID EXTENSION ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD AS DEDICATED IN STERLING RANCH EAST FILING NO. 8 RECORDED _____ ___, 202__ UNDER RECEPTION NUMBER _____ OF SAID EL PASO COUNTY RECORDS A DISTANCE OF 846.01 FEET;

THENCE NORTH 76°31'31" WEST, ON THE NORTHERLY LINE OF SAID STERLING RANCH EAST FILING NO. 8 A DISTANCE OF 80.00 FEET;

THENCE NORTH 13°28'29" EAST A DISTANCE OF 121.71 FEET TO A TANGENT CURVE, HAVING A RADIUS OF 850.00 FEET, WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE NORTHEASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°41'16", AN ARC DISTANCE OF 944.83 FEET;

THENCE NORTH 77°09'45" EAST A DISTANCE OF 229.23 FEET TO A TANGENT CURVE, HAVING A RADIUS OF 1,160.00 FEET, WHOSE CENTER BEARS NORTHWESTERLY;

THENCE EASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'23", AN ARC DISTANCE OF 281.88 FEET;

THENCE ON A LINE NON-TANGENT TO SAID CURVE, SOUTH 26°45'38" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 20°20'04" WEST A DISTANCE OF 57.73 FEET;

THENCE SOUTH 23°31'28" EAST A DISTANCE OF 68.18 FEET TO A TANGENT CURVE, HAVING A RADIUS OF 570.00 FEET, WHOSE CENTER BEARS NORTHEASTERLY;

THENCE SOUTHEASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°28'32", AN ARC DISTANCE OF 362.87 FEET;

THENCE SOUTH 60°00'00" EAST A DISTANCE OF 295.92 FEET;

THENCE SOUTH 30°00'00" WEST A DISTANCE OF 146.68 FEET;

THENCE SOUTH 13°28'29" WEST A DISTANCE OF 1,264.46 FEET;

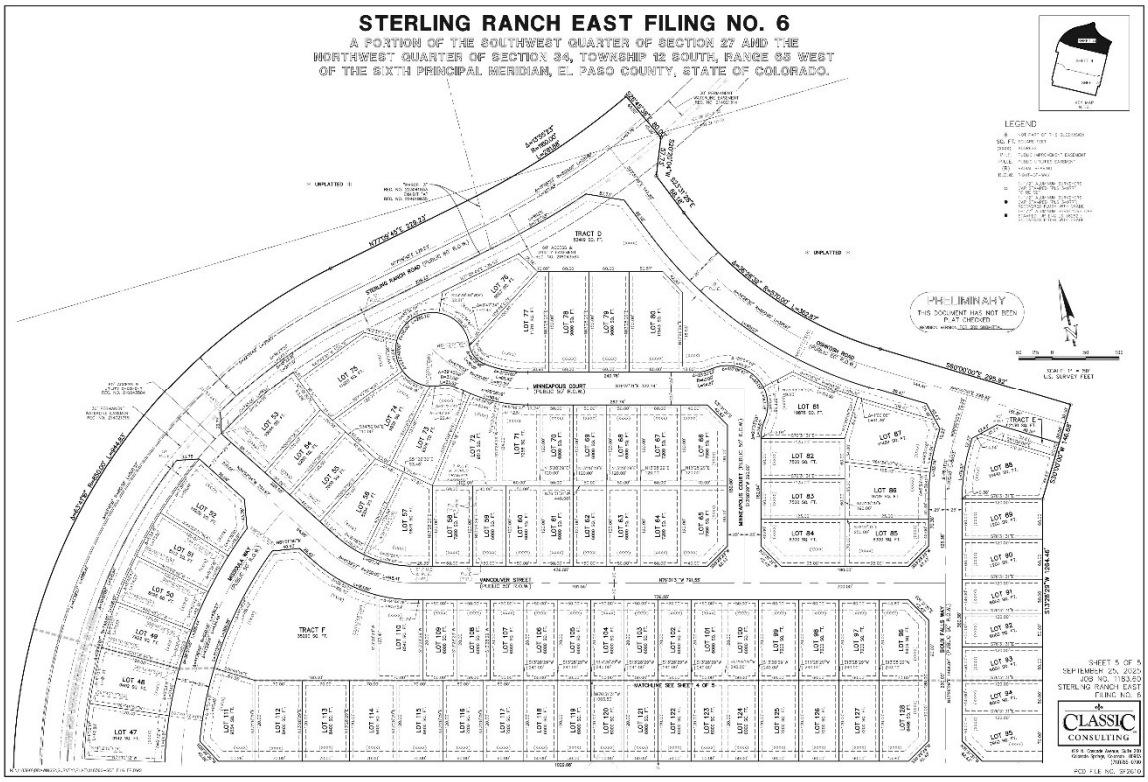
THENCE NORTH 76°31'31" WEST A DISTANCE OF 50.00 FEET;

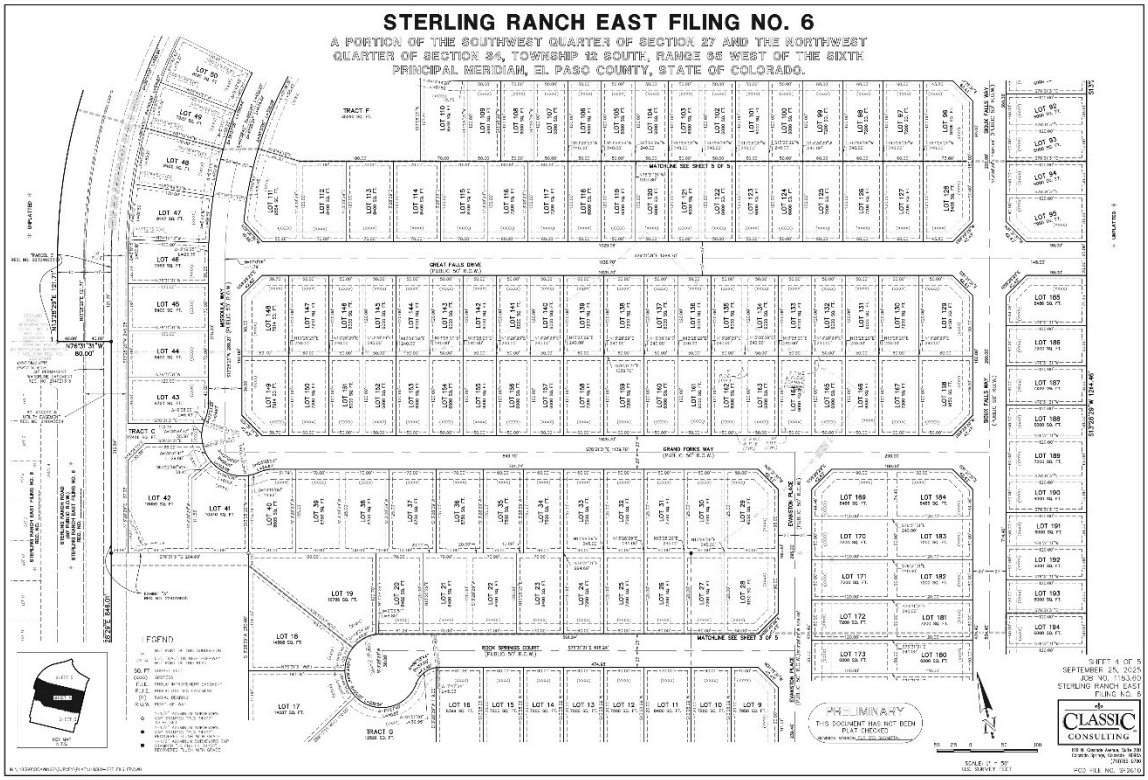
THENCE SOUTH 13°28'29" WEST A DISTANCE OF 285.00 FEET TO THE NORTHERLY LINE OF AFORESAID VILLAGES AT STERLING RANCH;

THENCE NORTH 76°31'31" WEST, ON SAID NORTHERLY LINE, A DISTANCE OF 1,359.70 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION PRODUCES AN AREA OF 2,722,474 SQUARE FEET (62.49940 ACRES).

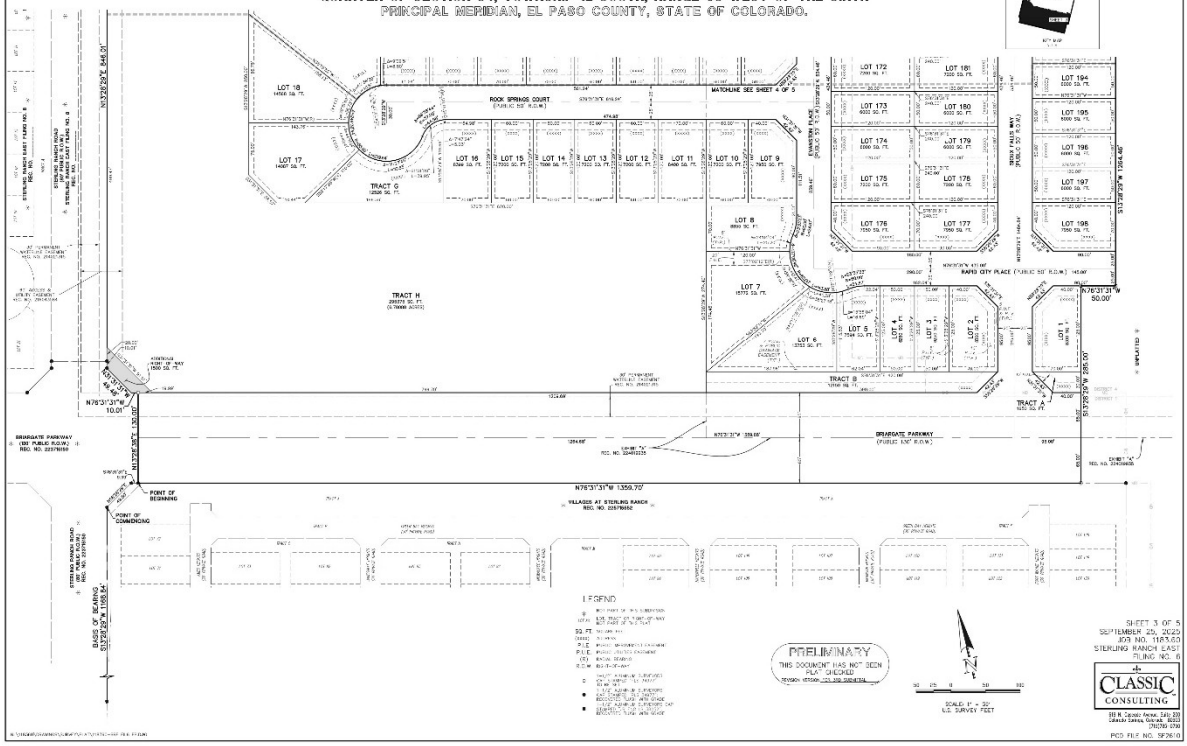
EXHIBIT B
FINAL PLAT





STERLING RANCH EAST FILING NO. 6

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO.



LEGEND

PRELIMINARY
THIS DOCUMENT WAS NOT SEEN
PLAT CHECKED

SCALE: 1" = 200'
U.S. SURVEY FEET

SHEET 3 OF 5
SEPTEMBER 25, 2023
JOB NO. 11853.60
STERLING RANCH EAST
FILING NO. 6

CLASSIC CONSULTING
619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719)785-0790

PCD FILE NO. SF2618