



DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT

This DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT (the "Agreement") is entered into as of April 17, 2024 (the "Effective Date"), by and between HW DIESEL ENTERPRISES, LLC ("Grantor") and SR LAND, LLC, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein ("Grantor's Property");

B. Grantee is the owner of that certain real property legally described on Exhibit C attached hereto and incorporated herein ("Grantee's Property");

C. Grantee desires to access Grantor's Property in order to complete construction of drainage improvements on Grantor's Property and Grantor agrees to grant to Grantee an easement in order for Grantee to complete construction of said drainage improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE I GRANT OF EASEMENT

1.1 Access. Grantor hereby grants to Grantee and its duly authorized agents, consultants, and independent contractors (collectively, "Representatives") a nonexclusive perpetual easement to enter and to cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to conduct grading, construction, and maintenance of drainage improvements on Grantor's Property, as more particularly described and depicted on Exhibit B ("Easement Area").

1.2 Construction. Grantor hereby grants Grantee and its Representative's an easement to conduct construction and grading activities reasonably necessary to complete the construction of drainage improvements in the Easement Area and to own, operate, repair, replace, and maintain the drainage improvements in the Easement Area.

1.3 Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor's Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the easement rights granted herein and Grantee's construction activities described above.

ARTICLE II MAINTENANCE AND REPAIR

2.1 Maintenance & Repair. All costs and expenses of Grantee related to Grantee's grading and construction activities described above shall be at Grantee's sole expense. Grantee shall not suffer or permit to be enforced against Grantor's Property any mechanics', materialmen's,

contractors' or subcontractors' liens or any claim for damage arising from Grantee or its Representatives use of Grantor's Property.

2.2 Damage to Drainage Improvements. If Grantor's use of Grantor's Property, including the use by Grantor's agents or assigns, results in any damage or destruction to the Grantee's drainage improvements described herein, such damage shall be repaired by Grantor, at Grantor's expense, to its original condition prior to such damage or destruction. All such repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. If Grantor fails to repair any such damage as provided in this Agreement, Grantee shall have the right to repair the same after five (5) days prior written notice to Grantor, in which event all Grantee's costs and expenses associated with such repair and replacement shall be paid to it by Grantor within ten (10) days after Grantee providing notice to Grantor of such costs. Grantor's failure to pay such cost shall entitle Grantee to a lien upon the Grantor's Property.

2.3. No Barriers: Grantor shall not construct, erect, install or maintain any fences, barriers, impediments, gates or other improvements ("Impediments"), in the Easement Area, or immediately adjacent thereto, which would impede the use of Easement Area by Grantee or Grantee's drainage improvements, unless otherwise approved in writing by both Parties hereto. Grantee shall have the right to remove any Impediments from the Easement Area and shall have no liability to the owner of such Impediments for any damage caused to such Impediment during said removal.

ARTICLE III INDEMNIFICATION & INSURANCE

3.1 Indemnification. Grantor shall indemnify, hold harmless and defend Grantee, their respective heirs, personal representatives, successors and assigns from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising from or related to any injury to person or property occurring during Grantee's use of the rights granted herein arising out of the negligence, acts, omissions or conduct of Grantor.

3.2 Insurance. Grantee shall maintain liability insurance with a combined single limit of coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00), or such greater amount as may be customary at the time, to insure against any claims for injury to person or property related to the use of the easements rights granted herein, and listing Grantor as additional insureds. A certificate of insurance evidencing such coverage shall be provided upon request by Grantor or their representatives, and should the performance, and thus the obligation to provide insurance extend beyond one fiscal year, the Grantee's funding of this obligation shall be subject annual appropriation in conformance with Article X, § 20 of the Colorado Constitution ("TABOR"). Grantee shall be responsible for requiring that any person or entity doing any work in the Easement Area by, or at the request of Grantee, has in force and effect a commercial general liability policy in an amount not less than \$1,000,000.00 (or such greater amount as may be customary at the time) and worker's compensation insurance for all persons performing any construction in the Easements, which also names the above parties as additional insureds. Grantee does not waive any of the immunities, limitations of liability and protections of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

ARTICLE IV ENFORCEMENT

4.1 General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.

4.3 Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.

4.4 Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

4.5 No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

ARTICLE V BINDING EFFECT

5.1 Easement Runs with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

5.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, representatives, successors and assigns.

ARTICLE VI MISCELLANEOUS

6.1 Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

6.2 Further Assurances. Each party hereto agrees to execute and deliver any and all such further documents, agreements and instruments, and take such further actions, that the other party may reasonably request in order to effectuate the purposes contemplated by this Agreement.

6.3 Notices. All notices provided for hereunder shall be deemed given and received (a) when personally delivered; (b) when delivered by email; or (c) forty-eight (48) hours after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable Party at the address indicated below for such Party, or as to each Party, at such other address as shall be designated by such Party in a written notice to the other Party.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

6.5 Amendment; Termination. This Agreement, and any provision hereof or any easements granted herein, may be amended by written approval of all parties hereto. This Agreement may only be terminated by unanimous consent of parties hereto. No amendment, modification or termination shall be effective until a written instrument setting forth the terms of such amendment or modification or termination has been duly executed, acknowledged and recorded in the Office of the Clerk and Recorder of El Paso County, Colorado.

6.6 Applicable Law and Venue: 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, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the Effective Date.

GRANTOR:

HW DIESEL ENTERPRISES, LLC



STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

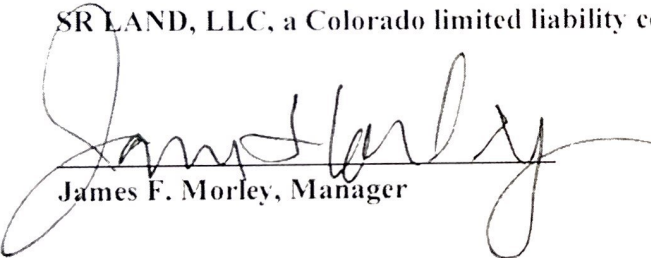
The foregoing instrument was acknowledged before me this 17th day of April, 2023, by Hunter Lewis on behalf of Grantor.



Notary Public

GRANTEE:

SR LAND, LLC, a Colorado limited liability company

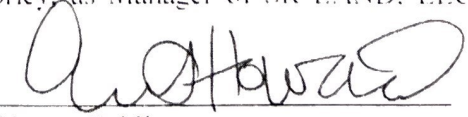


James F. Morley, Manager

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

CLOE GOMEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234001584
MY COMMISSION EXPIRES JANUARY 12, 2027

The foregoing instrument was acknowledged before me this 6th day of MARCH, 2024, by James F. Morley, as Manager of SR LAND, LLC, a Colorado limited liability company.



Notary Public

ERIC S. HOWARD
Notary Public
State of Colorado
Notary ID # 20144021884
My Commission Expires 06-30-2026

EXHIBIT A
(Grantor's Property)

LOT 2, AMENDED PLAT OF BARBARICK SUBDIVISION, COUNTY OF EL PASO, STATE OF COLORADO. .

Also known by El Paso County Tax Schedule Number: 5233002011

EXHIBIT B
(Easement Area - Attached)



JR ENGINEERING

EXHIBIT A

**LOT 2, AMENDED PLAT BARBARICK SUBDIVISION
DRAINAGE AND MAINTENANCE EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E, A DISTANCE OF 2,722.69 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL:

THENCE N75°07'45"W A DISTANCE OF 4,873.19 FEET, TO A POINT ON THE SOUTHERLY LINE OF LOT 2, AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON SAID SOUTHERLY LINE, S89°17'25"W A DISTANCE OF 32.39 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING THREE (3) COURSES:

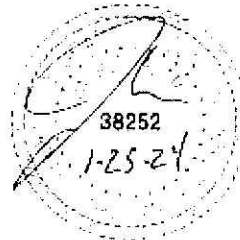
1. N22°52'07"W A DISTANCE OF 47.63 FEET;
2. N67°07'53"E A DISTANCE OF 30.00 FEET;
3. S22°52'07"E A DISTANCE OF 59.84 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.612 SQUARE FEET OR 0.0370 ACRES.

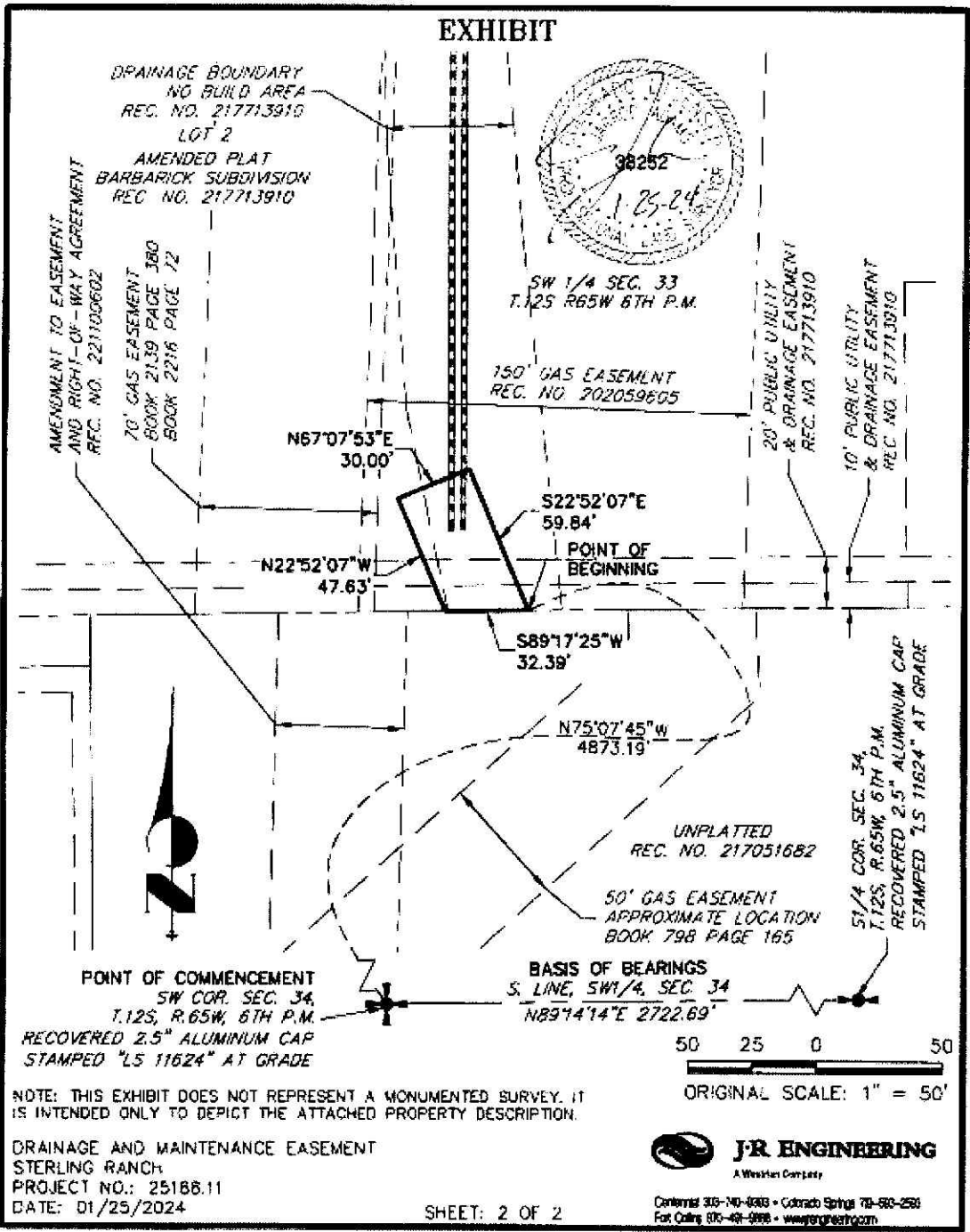
PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

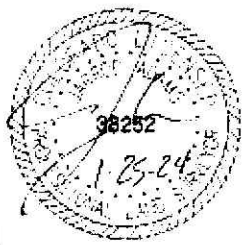
JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT



DRAINAGE BOUNDARY
NO BUILD AREA
REC. NO. 217713910
LOT 2
AMENDED PLAT
BARBARICK SUBDIVISION
REC. NO. 217713910



SW 1/4 SEC. 33
T.12S R.65W 6TH P.M.

AMENDMENT TO EASEMENT
AND RIGHT-OF-WAY AGREEMENT
REC. NO. 221106602

70' GAS EASEMENT
BOOK 2216 PAGE 72

150' GAS EASEMENT
REC. NO. 202059605

20' PUBLIC UTILITY
& DRAINAGE EASEMENT
REC. NO. 217713910

10' PUBLIC UTILITY
& DRAINAGE EASEMENT
REC. NO. 217713910

N67°07'53"E
30.00'

S22°52'07"E
59.84'

N22°52'07"W
47.63'

POINT OF
BEGINNING

S89°17'25"W
32.39'

N75°07'45"W
4873.19'

UNPLATTED
REC. NO. 217051682

50' GAS EASEMENT
APPROXIMATE LOCATION
BOOK 798 PAGE 165

51/4 COR. SEC. 34,
T.12S, R.65W, 6TH P.M.
RECOVERED 2.5" ALUMINUM CAP
STAMPED "LS 11624" AT GRADE

POINT OF COMMENCEMENT
SW COR. SEC. 34,
T.12S, R.65W, 6TH P.M.
RECOVERED 2.5" ALUMINUM CAP
STAMPED "LS 11624" AT GRADE

BASIS OF BEARINGS
S. LINE, SW 1/4, SEC. 34
N89°14'14"E 2722.69'

50 25 0 50

ORIGINAL SCALE: 1" = 50'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

DRAINAGE AND MAINTENANCE EASEMENT
STERLING RANCH
PROJECT NO.: 25188.11
DATE: 01/25/2024

SHEET: 2 OF 2



Centennial 319-741-6483 • Colorado Springs 719-583-2581
Fort Collins 970-491-9988 • www.jrengineering.com

EXHIBIT C
(Grantee's Property)

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N82°23'37"W A DISTANCE OF 4,105.23 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD, AS SHOWN ON THE PLAT OF STERLING RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 222714894 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. S76°19'20"W A DISTANCE OF 441.99 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 24°08'46" AND AN ARC LENGTH OF 438.28 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BYNUM DRIVE, AS SHOWN ON THE PLAT OF SAID STERLING RANCH FILING NO. 2 AND A POINT OF NON-TANGENT;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N39°28'36"W A DISTANCE OF 20.01 FEET, TO A POINT ON THE SOUTHERLY LINE OF TRACT I, STERLING RANCH FILING NO. 2 AND A POINT OF NON-TANGENT CURVE;

THENCE ON THE BOUNDARY OF SAID TRACT I, THE FOLLOWING THREE (3) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S37°31'18"E, HAVING A RADIUS OF 1,060.00 FEET, A CENTRAL ANGLE OF 04°11'34" AND AN ARC LENGTH OF 77.57 FEET, TO A POINT OF NON-TANGENT;
2. N16°30'13"W A DISTANCE OF 173.19 FEET;
3. S75°29'47"W A DISTANCE OF 130.02 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BYNUM DRIVE, AS SHOWN ON THE PLAT OF SAID STERLING RANCH FILING NO. 2 AND A POINT OF NON-TANGENT CURVE;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N78°42'44"E, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°20'11" AND AN ARC LENGTH OF 64.01 FEET, TO A POINT OF TANGENT;
2. N02°02'55"E A DISTANCE OF 502.83 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 02°36'21" AND AN ARC LENGTH OF 23.88 FEET, TO A POINT OF TANGENT;
4. N00°33'26"W A DISTANCE OF 16.47 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COADGRASS DRIVE, AS SHOWN ON THE PLAT OF SAID STERLING RANCH FILING NO. 2;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N89°17'25"E A DISTANCE OF 124.20 FEET, TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID STERLING RANCH FILING NO. 2;

THENCE ON SAID EASTERLY BOUNDARY LINE, N00°42'36"W A DISTANCE OF 195.00 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910;

THENCE ON SAID SOUTHERLY LINE, N89°17'25"E A DISTANCE OF 697.50 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING THREE (3) COURSES:

1. S00°42'35"E A DISTANCE OF 539.36 FEET;
2. N76°19'20"E A DISTANCE OF 63.45 FEET;
3. S15°40'40"E A DISTANCE OF 195.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 678,267 SQUARE FEET OR 15.5709 ACRES.



DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT

This DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT AGREEMENT (the "Agreement") is entered into as of April 17, 2024 (the "Effective Date"), by and between HW DIESEL ENTERPRISES, LLC ("Grantor") and SR LAND, LLC, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein ("Grantor's Property");

B. Grantee is the owner of that certain real property legally described on Exhibit C attached hereto and incorporated herein ("Grantee's Property");

C. Grantee desires to access Grantor's Property in order to complete construction of drainage improvements on Grantor's Property and Grantor agrees to grant to Grantee an easement in order for Grantee to complete construction of said drainage improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE I GRANT OF EASEMENT

1.1 Access. Grantor hereby grants to Grantee and its duly authorized agents, consultants, and independent contractors (collectively, "Representatives") a nonexclusive perpetual easement to enter and to cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to conduct grading, construction, and maintenance of drainage improvements on Grantor's Property, as more particularly described and depicted on Exhibit B ("Easement Area").

1.2 Construction. Grantor hereby grants Grantee and its Representative's an easement to conduct construction and grading activities reasonably necessary to complete the construction of drainage improvements in the Easement Area and to own, operate, repair, replace, and maintain the drainage improvements in the Easement Area.

1.3 Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor's Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the easement rights granted herein and Grantee's construction activities described above.

ARTICLE II MAINTENANCE AND REPAIR

2.1 Maintenance & Repair. All costs and expenses of Grantee related to Grantee's grading and construction activities described above shall be at Grantee's sole expense. Grantee shall not suffer or permit to be enforced against Grantor's Property any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from Grantee or its Representatives use of Grantor's Property.

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3.2 Insurance. Grantee shall maintain liability insurance with a combined single limit of coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00), or such greater amount as may be customary at the time, to insure against any claims for injury to person or property related to the use of the easements rights granted herein, and listing Grantor as additional insureds. A certificate of insurance evidencing such coverage shall be provided upon request by Grantor or their representatives, and should the performance, and thus the obligation to provide insurance extend beyond one fiscal year, the Grantee's funding of this obligation shall be subject annual appropriation in conformance with Article X, § 20 of the Colorado Constitution ("TABOR"). Grantee shall be responsible for requiring that any person or entity doing any work in the Easement Area by, or at the request of Grantee, has in force and effect a commercial general liability policy in an amount not less than \$1,000,000.00 (or such greater amount as may be customary at the time) and worker's compensation insurance for all persons performing any

construction in the Easements, which also names the above parties as additional insureds. Grantee does not waive any of the immunities, limitations of liability and protections of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

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5.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, representatives, successors and assigns.

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6.1 Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any

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[Signatures on the Following Pages]

EXHIBIT A
(Grantor's Property)

LOT 2, AMENDED PLAT OF BARBARICK SUBDIVISION, COUNTY OF EL PASO, STATE OF COLORADO. .

Also known by El Paso County Tax Schedule Number: 5233002011

EXHIBIT B
(Easement Area - Attached)



EXHIBIT A

**LOT 2, AMENDED PLAT BARBARICK SUBDIVISION
DRAINAGE AND MAINTENANCE EASEMENT 01**

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E, A DISTANCE OF 2,722.69 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL;

THENCE N74°24'51"W A DISTANCE OF 4,664.78 FEET, TO A POINT ON THE SOUTHERLY LINE OF LOT 2, AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING.

THENCE ON SAID SOUTHERLY LINE S89°17'25"W A DISTANCE OF 116.31 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. N00°42'36"W A DISTANCE OF 15.00 FEET;
2. N89°17'25"E A DISTANCE OF 116.59 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 2;

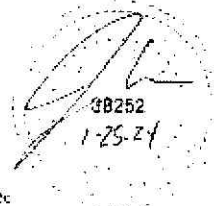
THENCE ON SAID EASTERLY LINE, S00°21'59"W A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,747 SQUARE FEET OR 0.0401 ACRES

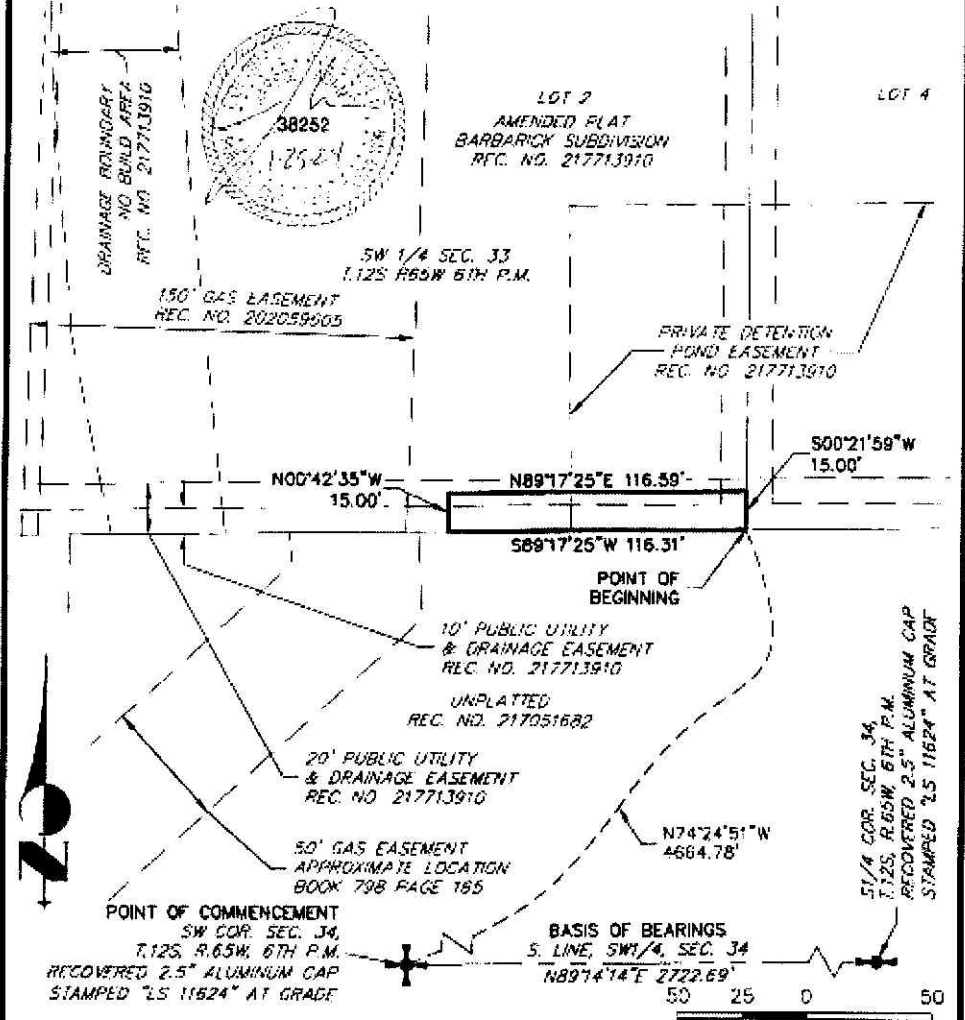
PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION

DRAINAGE AND MAINTENANCE EASEMENT OF
 STERLING RANCH
 PROJECT NO.: 25188.11
 DATE: 01/25/2024

SHEET: 2 OF 2

J-R ENGINEERING
A Member of Cadmus
 Central 303-740-9888 • Colorado Springs 761-640-2900
 Fort Collins 970-484-9888 • www.jrengineering.com

EXHIBIT C
(Grantee's Property)

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N82°23'37"W A DISTANCE OF 4,105.23 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD, AS SHOWN ON THE PLAT OF STERLING RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 222714894 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. S76°19'20"W A DISTANCE OF 441.99 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 24°08'46" AND AN ARC LENGTH OF 438.28 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BYNUM DRIVE, AS SHOWN ON THE PLAT OF SAID STERLING RANCH FILING NO. 2 AND A POINT OF NON-TANGENT;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N39°28'36"W A DISTANCE OF 20.01 FEET, TO A POINT ON THE SOUTHERLY LINE OF TRACT I, STERLING RANCH FILING NO. 2 AND A POINT OF NON-TANGENT CURVE;

THENCE ON THE BOUNDARY OF SAID TRACT I, THE FOLLOWING THREE (3) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S37°31'18"E, HAVING A RADIUS OF 1,060.00 FEET, A CENTRAL ANGLE OF 04°11'34" AND AN ARC LENGTH OF 77.57 FEET, TO A POINT OF NON-TANGENT;
2. N16°30'13"W A DISTANCE OF 173.19 FEET;
3. S75°29'47"W A DISTANCE OF 130.02 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BYNUM DRIVE, AS SHOWN ON THE PLAT OF SAID STERLING RANCH FILING NO. 2 AND A POINT OF NON-TANGENT CURVE;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N78°42'44"E, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°20'11" AND AN ARC LENGTH OF 64.01 FEET, TO A POINT OF TANGENT;
2. N02°02'55"E A DISTANCE OF 502.83 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 02°36'21" AND AN ARC LENGTH OF 23.88 FEET, TO A POINT OF TANGENT;
4. N00°33'26"W A DISTANCE OF 16.47 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COADGRASS DRIVE, AS SHOWN ON THE PLAT OF SAID STERLING RANCH FILING NO. 2;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N89°17'25"E A DISTANCE OF 124.20 FEET, TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID STERLING RANCH FILING NO. 2;

THENCE ON SAID EASTERLY BOUNDARY LINE, N00°42'36"W A DISTANCE OF 195.00 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910;

THENCE ON SAID SOUTHERLY LINE, N89°17'25"E A DISTANCE OF 697.50 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING THREE (3) COURSES:

1. S00°42'35"E A DISTANCE OF 539.36 FEET;
2. N76°19'20"E A DISTANCE OF 63.45 FEET;
3. S15°40'40"E A DISTANCE OF 195.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 678,267 SQUARE FEET OR 15.5709 ACRES.



DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT

This DRAINAGE IMPROVEMENTS EASEMENT AGREEMENT AGREEMENT (the "Agreement") is entered into as of 7-1-2024, 2024 (the "Effective Date"), by and between BR 8812 CLIFF ALLEN PT, LLC ("Grantor") and SR LAND, LLC, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein ("Grantor's Property");

B. Grantee is the owner of that certain real property legally described on Exhibit C attached hereto and incorporated herein ("Grantee's Property");

C. Grantee desires to access Grantor's Property in order to complete construction of drainage improvements on Grantor's Property and Grantor agrees to grant to Grantee an easement in order for Grantee to complete construction of said drainage improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE I GRANT OF EASEMENT

1.1 Access. Grantor hereby grants to Grantee and its duly authorized agents, consultants, and independent contractors (collectively, "Representatives") a nonexclusive perpetual easement to enter and to cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to conduct grading, construction, and maintenance of drainage improvements on Grantor's Property, as more particularly described and depicted on Exhibit B ("Easement Area").

1.2 Construction. Grantor hereby grants Grantee and its Representative's an easement to conduct construction and grading activities reasonably necessary to complete the construction of drainage improvements in the Easement Area and to own, operate, repair, replace, and maintain the drainage improvements in the Easement Area.

1.3 Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor's Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the easement rights granted herein and Grantee's construction activities described above.

ARTICLE II MAINTENANCE AND REPAIR

2.1 Maintenance & Repair. All costs and expenses of Grantee related to Grantee's grading and construction activities described above shall be at Grantee's sole expense. Grantee shall not suffer or permit to be enforced against Grantor's Property any mechanics', materialmen's,

contractors' or subcontractors' liens or any claim for damage arising from Grantee or its Representatives use of Grantor's Property.

2.2 Damage to Drainage Improvements. If Grantor's use of Grantor's Property, including the use by Grantor's agents or assigns, results in any damage or destruction to the Grantee's drainage improvements described herein, such damage shall be repaired by Grantor, at Grantor's expense, to its original condition prior to such damage or destruction. All such repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. If Grantor fails to repair any such damage as provided in this Agreement, Grantee shall have the right to repair the same after five (5) days prior written notice to Grantor, in which event all Grantee's costs and expenses associated with such repair and replacement shall be paid to it by Grantor within ten (10) days after Grantee providing notice to Grantor of such costs. Grantor's failure to pay such cost shall entitle Grantee to a lien upon the Grantor's Property.

If Grantee's use of Grantee's Property, including the use by Grantee's agents or assigns, results in any damage or destruction to the Grantor's Property or Grantor's improvements described herein, such damage shall be repaired by Grantee, at Grantee's expense, to its original condition prior to such damage or destruction. All such repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. If Grantee fails to repair any such damage as provided in this Agreement, Grantor shall have the right to repair the same after five (5) days prior written notice to Grantee, in which event all Grantor's costs and expenses associated with such repair and replacement shall be paid to it by Grantee within ten (10) days after Grantor providing notice to Grantee of such costs. Grantee's failure to pay such cost shall entitle Grantor to a lien upon the Grantee's Property.

2.3. No Barriers: Grantor shall not construct, erect, install or maintain any fences, barriers, impediments, gates or other improvements ("Impediments"), in the Easement Area, or immediately adjacent thereto, which would impede the use of Easement Area by Grantee or Grantee's drainage improvements, unless otherwise approved in writing by both Parties hereto. Grantee shall have the right to remove any Impediments from the Easement Area and shall have no liability to the owner of such Impediments for any damage caused to such Impediment during said removal.

ARTICLE III INDEMNIFICATION & INSURANCE

3.1 Indemnification. Grantor shall indemnify, hold harmless and defend Grantee, their respective heirs, personal representatives, successors and assigns from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising from or related to any injury to person or property occurring during Grantee's use of the rights granted herein arising out of the negligence, acts, omissions or conduct of Grantor.

Grantee shall indemnify, hold harmless and defend Grantor, their respective heirs, personal representatives, successors and assigns from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising from or related to any injury to person or property occurring during Grantee's use of the rights granted herein arising out of the negligence, acts, omissions or conduct of Grantee.

3.2 Insurance. Grantee shall maintain liability insurance with a combined single limit of coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00), or such greater amount as may be customary at the time, to insure against any claims for injury to person or property related to the use of the easements rights granted herein, and listing Grantor as additional insureds. A certificate of insurance evidencing such coverage shall be provided upon request by Grantor or their representatives, and should the performance, and thus the obligation to provide insurance extend beyond one fiscal year, the Grantee's funding of this obligation shall be subject annual appropriation in conformance with Article X, § 20 of the Colorado Constitution ("TABOR"). Grantee shall be responsible for requiring that any person or entity doing any work in the Easement Area by, or at the request of Grantee, has in force and effect a commercial general liability policy in an amount not less than \$1,000,000.00 (or such greater amount as may be customary at the time) and worker's compensation insurance for all persons performing any construction in the Easements, which also names the above parties as additional insureds. Grantee does not waive any of the immunities, limitations of liability and protections of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

ARTICLE IV ENFORCEMENT

4.1 General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.

4.3 Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.

4.4 Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

4.5 No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

ARTICLE V BINDING EFFECT

5.1 Easement Runs with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

5.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, representatives, successors and assigns.

ARTICLE VI MISCELLANEOUS

6.1 Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

6.2 Further Assurances. Each party hereto agrees to execute and deliver any and all such further documents, agreements and instruments, and take such further actions, that the other party may reasonably request in order to effectuate the purposes contemplated by this Agreement.

6.3 Notices. All notices provided for hereunder shall be deemed given and received (a) when personally delivered; (b) when delivered by email; or (c) forty-eight (48) hours after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable Party at the address indicated below for such Party, or as to each Party, at such other address as shall be designated by such Party in a written notice to the other Party.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

6.5 Amendment; Termination. This Agreement, and any provision hereof or any easements granted herein, may be amended by written approval of all parties hereto. This Agreement may only be terminated by unanimous consent of parties hereto. No amendment, modification or termination shall be effective until a written instrument setting forth the terms of such amendment or modification or termination has been duly executed, acknowledged and recorded in the Office of the Clerk and Recorder of El Paso County, Colorado. Notwithstanding the foregoing, the easements granted herein shall terminate and be deemed extinguished upon Grantee's abandonment of the drainage improvements constructed within the Easement Area. For purposes of this Section 6.5, "abandonment" shall occur in the event Grantee or its successors and assigns abandon or terminate their use of all the drainage improvements for a period of forty-eight (48) consecutive months.

6.6 Applicable Law and Venue: 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, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the Effective Date.

GRANTOR:

BR 8812 CLIFF ALLEN PT, LLC

Brian A. Beland

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 1 day of July, 2024, by Brian A Beland, on behalf of Grantor.

BARBARA ANN LARRABEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984002335
MY COMMISSION EXPIRES MAY 12, 2027
GRANTOR:

Barbara A Larrabee
Notary Public

SR LAND, LLC, a Colorado limited liability company

James F. Morley
James F. Morley, Manager

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

CLOE GOMEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234001584
MY COMMISSION EXPIRES JANUARY 12, 2027

The foregoing instrument was acknowledged before me this 16th day of June, 2024, by James F. Morley, as Manager of SR LAND, LLC, a Colorado limited liability company.

Cloe Gomez
Notary Public

EXHIBIT A
(Grantor's Property)

LOT 4, AMENDED PLAT OF BARBARICK SUBDIVISION, COUNTY OF EL PASO, STATE OF COLORADO. .

Also known by El Paso County Tax Schedule Number: 5233002013

EXHIBIT B
(Easement Area - Attached)



EXHIBIT A

**LOT 4, AMENDED PLAT BARBARICK SUBDIVISION
DRAINAGE AND MAINTENANCE EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E, A DISTANCE OF 2,722.69 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL;

THENCE N74°24'51"W A DISTANCE OF 4,664.78 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 4, AMENDED PLAT BARBARICK SUBDIVISION RECORDED UNDER RECEPTION NO. 217713910 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON THE EASTERLY LINE OF SAID LOT 4, N00°21'59"E A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. N89°17'25"E A DISTANCE OF 193.62 FEET;
2. S00°31'18"E A DISTANCE OF 15.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4;

THENCE ON SAID SOUTHERLY LINE, S89°17'25"W A DISTANCE OF 193.85 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,906 SQUARE FEET OR 0.0667 ACRES.

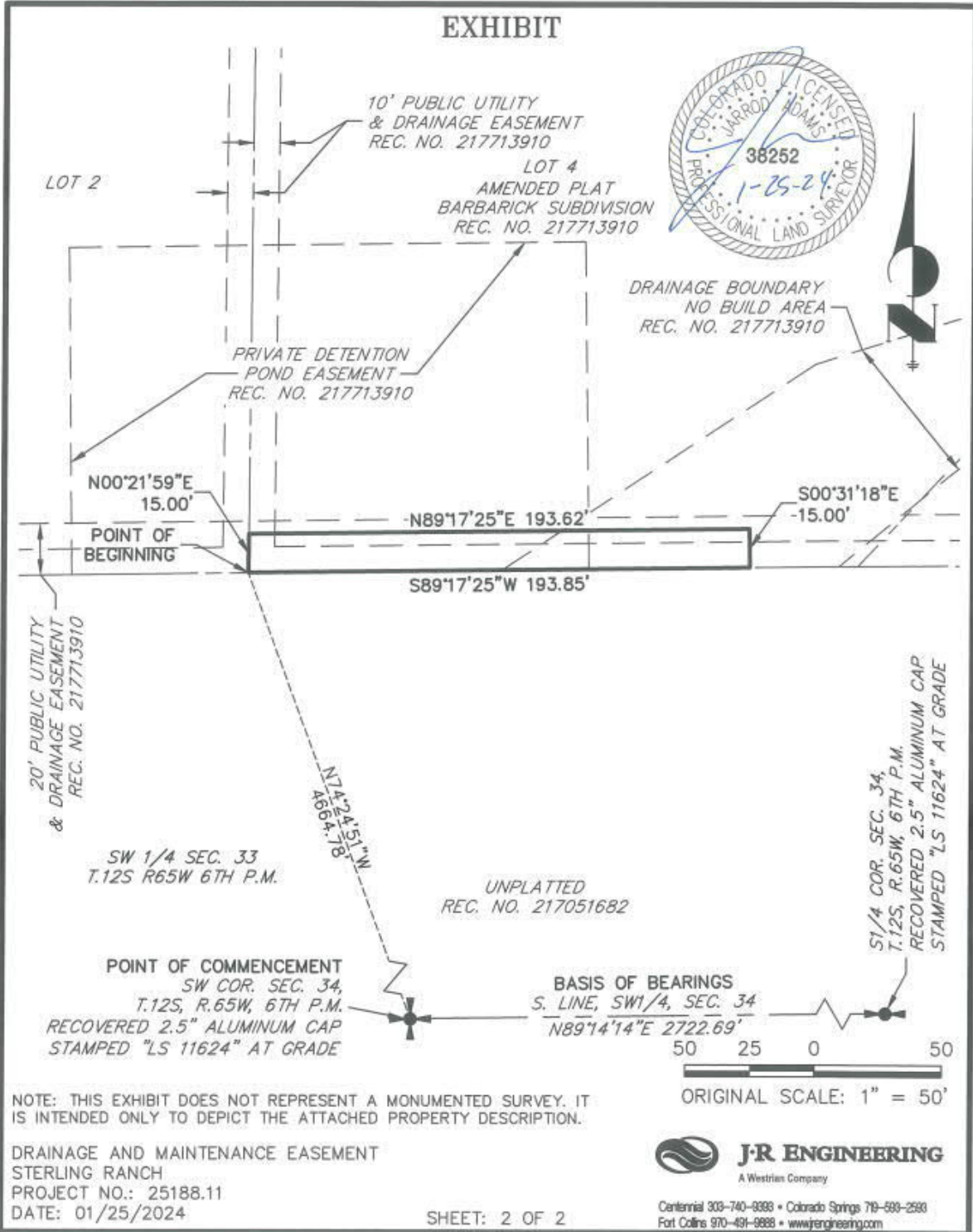
PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

DRAINAGE AND MAINTENANCE EASEMENT
 STERLING RANCH
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SHEET: 2 OF 2



Centennial 303-740-8888 • Colorado Springs 719-589-2590
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