



EASEMENT AGREEMENT

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 purposes of utilizing said Easement for ingress and egress. Said Easement is described in Attachment A, (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 its 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 Easements 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. 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.

7. 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 the DISTRICT (as defined below) and the parcels of real property served by the DISTRICT.

8. Termination. GRANTOR has previously conveyed certain public utility easements to GRANTEE that are located on the Premises. The purpose of this Easement is to provide a second public road access to the Branding Iron at Sterling Ranch Filing No. 1 and Homestead at Sterling Ranch Filing No. 1 subdivision plats (the "Plats") until such time as the public roads located on the Premises are dedicated to and accepted by El Paso County. Said public roads are being dedicated to El Paso County on the Sterling Ranch Filing No. 2 Subdivision plat currently being reviewed and processed by the County (see Attachment B hereto). At such time as the roads located on the Premises are accepted by El Paso County this Easement Agreement shall automatically terminate.

9. Construction/Maintenance. The public roads located on the Premises have been graded with certain drainage improvements and curb and gutter having been installed as of the date of this Agreement. Prior to the recording of the Plats, the roads on the Premises shall be constructed by GRANTOR to such additional standards as are acceptable to the Black Forest Fire Protection District. GRANTEE agrees to thereafter maintain these roads in a manner sufficient to keep them safe and open to the public until such time as the County accepts them into its system for maintenance.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 12<sup>th</sup> day of December, 2018.

GRANTOR:

SR LAND, LLC, a Colorado limited liability company

By:  \_\_\_\_\_, its

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

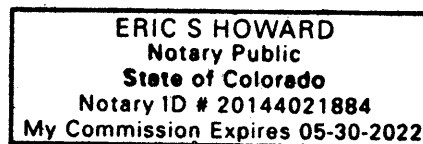
The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of December, 2018, by JAMES F. MURPHY, its MANAGER.

My Commission Expires:

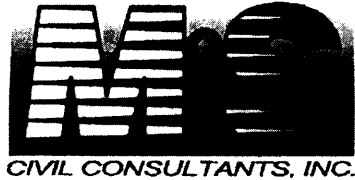
MAY 30, 2022

Notary Public

Eric S Howard



ATTACHMENT A  
LEGAL DESCRIPTION



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

**ACCESS EASEMENT  
EXHIBIT "A"**

M&S Job No. 09-002  
MAY 17, 2017

A PARCEL OF LAND LOCATED IN A PORTION OF THE EAST HALF (E1/2) OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND IN A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING 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. AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE 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 N75°07'35"W, A DISTANCE OF 2950.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE S76°19'20"W, A DISTANCE OF 1675.60 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 24°00'30", (THE CHORD OF WHICH BEARS S64°52'19'0510"W A DISTANCE OF 399.33 FEET), AN ARC DISTANCE OF 402.26 FEET;

THENCE S41°03'23"W A DISTANCE OF 60.83 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 34°28'06", (THE CHORD OF WHICH BEARS N14°49'37"W A DISTANCE OF 352.57 FEET), AN ARC DISTANCE OF 357.94 FEET;

THENCE, N02°24'26"E A DISTANCE OF 1234.13 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 08°21'18", (THE CHORD OF WHICH BEARS S44°32'10"W A DISTANCE OF 138.41 FEET), AN ARC DISTANCE OF 138.53 FEET;

THENCE S40°21'31"E A DISTANCE OF 429.09 FEET;

THENCE S49°38'29"E, A DISTANCE OF 307.66 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 903.50.00 FEET, A  
CENTRAL ANGLE OF 51°18'55", (THE CHORD OF WHICH BEARS S23°59'02"E A DISTANCE OF 782.42 FEET),  
AN ARC DISTANCE OF 809.19 FEET;  
THENCE, S89°16'32"W A DISTANCE OF 107.11 FEET;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 796.50 FEET, A  
CENTRAL ANGLE OF 51°38'15", (THE CHORD OF WHICH BEARS N23°49'21"W A DISTANCE OF 693.79  
FEET), AN ARC DISTANCE OF 717.84 FEET;  
THENCE, N49°38'29"W A DISTANCE OF 1731.75 FEET;  
THENCE, N40°15'29"E A DISTANCE OF 107.00 FEET;  
THENCE, S49°38'29"E A DISTANCE OF 1324.28 FEET;  
THENCE N40°21'31"E, A DISTANCE OF 429.09 FEET;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1040.00 FEET, A  
CENTRAL ANGLE OF 24°08'46", (THE CHORD OF WHICH BEARS N64°14'57"E A DISTANCE OF 435.05  
FEET), AN ARC DISTANCE OF 438.29 FEET;  
THENCE, N76°19'20"E A DISTANCE OF 1675.60 FEET;  
THENCE, S13°40'40"E A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

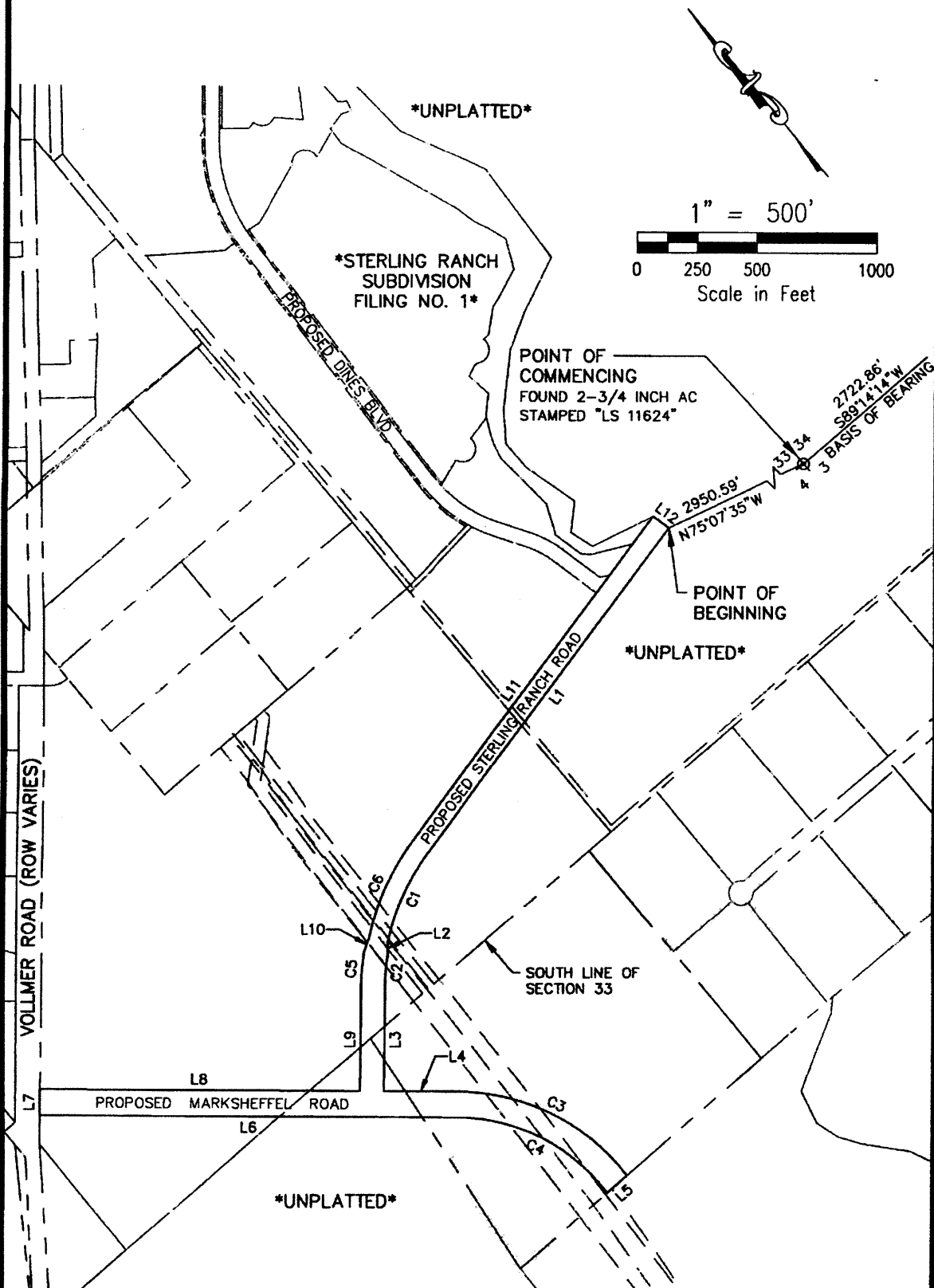
CONTAINING A CALCULATED AREA OF 11.426 ACRES MORE OR LESS.

*Vernon P. Taylor 5/19/17*  
PREPARED BY:

VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
20 BOULDER CRESCENT, SUITE 110  
COLORADO SPRINGS, CO 80903



# ACCESS EASEMENT EXHIBIT "A"



ACCESS EASEMENT  
EXHIBIT "A"  
JOB NO. 09-002  
DATE PREPARED: 05/19/2017



20 BOULDER CREEKWAY, SUITE 110  
COLORADO SPRINGS, CO 80903  
PHONE: 719.955.5485

SHEET 1 OF 2

# ACCESS EASEMENT EXHIBIT "A"

EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1675.60'	S76°19'20"W
L2	60.83'	S41°03'23"W
L3	429.09'	S40°21'31"W
L4	307.66'	S49°38'29"E
L5	107.11'	S89°16'32"W
L6	1731.75'	N49°38'29"W

EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
L7	107.00'	N40°15'29"E
L8	1324.28'	S49°38'29"E
L9	429.09'	N40°21'31"E
L10	60.83'	N59°59'22"E
L11	1675.60'	N76°19'20"E
L12	80.00'	S13°40'40"E

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	402.26	960.00	24°00'30"	S64°19'05"W	399.33'
C2	138.53	950.00	8°21'18"	S44°32'10"W	138.41'
C3	809.19	903.50	51°18'55"	S23°59'02"E	782.42'
C4	717.84	796.50	51°38'15"	N23°49'21"W	693.79'
C5	156.27	1050.00	8°31'38"	N44°37'20"E	156.13'
C6	438.29	1040.00	24°08'48"	N64°14'57"E	435.05'

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SHEET 2 OF 2