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El Paso County, CO

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RESOLUTION NO. 23-214

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE AN AGREEMENT REGARDING FUTURE SCHOOL
LAND DEDICATION REQUIREMENTS FOR STERLING RANCH**

WHEREAS, pursuant to §§ 30-11-101(1)(d) and (c), 30-11-103, and 30-11-103, 30-11-107(1)(a), C.R.S., the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board") has the authority to manage the concerns of the County and to make all contracts and do all other acts concerning the County when deemed by the Board to be in the best interests of the citizens of El Paso County; and

WHEREAS, pursuant to § 30-28-133 (4), C.R.S. and § 8.5 of the El Paso County Land Development Code, the Board requires developers to dedicate land for school sites or pay fees in lieu of such dedication in connection with recording final subdivision plats; and

WHEREAS, the El Paso County Planning and Community Development Department recommends approval of an Agreement Regarding Future School Land Dedication Requirements for Sterling Ranch ("Agreement"), a copy of which is attached hereto respectively as Exhibit A and incorporated herein by reference, for the purpose of establishing a mutually agreeable process through which the developers of Sterling Ranch will fulfill its school site dedication requirements for the portions of Sterling Ranch that lie within El Paso County School District No. 20; and

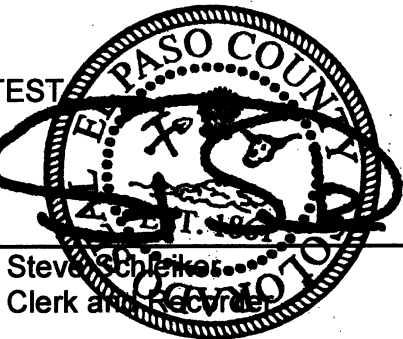
WHEREAS, the Board finds that the Agreement meets the requirements of state law and the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado hereby approves the Agreement Regarding Future School Land Dedication Requirements for Sterling Ranch.

DONE THIS 20th day of June 2023, in Colorado Springs, Colorado.

ATTEST

By:



Steve Schleiker
Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By:

Cami Bremer
Cami Bremer, Chair

**AGREEMENT REGARDING FUTURE SCHOOL LAND DEDICATION
REQUIREMENTS
FOR STERLING RANCH**

PREAMBLE

THIS AGREEMENT REGARDING FUTURE SCHOOL LAND DEDICATION REQUIREMENTS FOR STERLING RANCH (the "Agreement"), dated effective as of _____, 2023 ("Effective Date"), is executed by and among Classic SRJ Land, LLC, a Colorado limited liability company ("Classic"); El Paso County School District No. 20 ("District 20"); SR Land, LLC, a Colorado limited liability company ("SR Land"); and El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("County").

RECITALS

WHEREAS, SR Land and Classic are the developers of an approximately 1,444-acre residential development known as Sterling Ranch; and

WHEREAS, pursuant to § 30-28-133 (4), C.R.S and Section 8.5 of the El Paso County Land Development Code ("Code"), the County requires developers to dedicate land for school sites or pay fees in lieu of such dedication in connection with recording final subdivision plats; and

WHEREAS, pursuant to the Final Plat of Branding Iron at Sterling Ranch Filing No. 2, recorded in the public records of El Paso County under Reception No. 220714654 on December 23, 2020, SR Land dedicated, in lieu of school fees, 11.663 acres known as Tract B Branding Iron at Sterling Ranch Filing No. 2 ("Old School Site") to the County for District 20's use as a future school site; and

WHEREAS, District 20 no longer desires to develop and construct a school on the Old School Site, and the County has approved the Sterling Ranch Minor Sketch Plan Second Amendment, which identifies one 11.86 acre parcel, which is legally described on the attached **Exhibit A** ("School Site 1") and one 38.547 acre parcel, which is legally described on the attached **Exhibit B** ("School Site 2"). School Site 1 and School Site 2 shall each be referred to individually as a "New School Site" and collectively referred to as the "New School Sites." The parties agree that School Site 1 and School Site 2 will fulfill the County's school site dedication requirements to District 20 for Sterling Ranch; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of District 20 and the County conveying the Old School Site to Classic and District 20 reimbursing SR Land for school fees SR Land paid the County, which school fees were subsequently transferred to District 20 in conjunction with plats recorded in the Sterling Ranch subdivision; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of Classic dedicating the New School Sites to the County for District 20's future use.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1 **Old School Site**

1.01 **Old School Site Conveyance.** Within thirty (30) days of the Effective Date, the County and District 20 shall each convey, via quitclaim deed, any and all right, interest, or title it may hold in the Old School Site to Classic.

1.02 **SR Land's Interest.** Pursuant to state law and the Code, the property owner who dedicates a school site in connection with subdivision has a right of first refusal for twenty (20) years to purchase such site should it no longer be needed. SR Land, as the predecessor in title to the Old School Site, hereby forfeits and waives such right of first refusal and any other right, interest, or title it may be entitled to, at law or in equity, as a result of District 20 abandoning its right to own and develop the Old School Site. SR Land hereby consents to the County and District 20 conveying the Old School Site to Classic.

1.03 **School Fees.** At the Closing of School Site 2 (as defined in Section 4.01 below), District 20 agrees to pay SR Land Sixty-One Thousand Three Hundred Forty-Four and 00/100 Dollars (\$61,344.00) as a reimbursement of the school fees SR Land paid to the County and that were subsequently transferred to District 20, in accordance with the Code, in connection with each plat previously recorded in the Sterling Ranch subdivision. SR Land and District 20 agree that said reimbursement payment is an amount equal to all school fees previously paid by SR Land for District 20, that were subsequently transferred to District 20, in the Sterling Ranch subdivision. In consideration of the dedication of School Site 1 and School Site 2 to District 20, District 20 and the County acknowledge and agree that SR Land and Classic shall not be required to pay District 20 any school fees or make any in lieu of fee land dedications to District 20 in connection with the recording of any plats within the Sterling Ranch subdivision for lots located within the boundaries of District 20. SR Land, Classic, and their successors and assigns shall submit with each future final plat a record identifying the land dedication requirements for that plat and the balance of land dedication "credits" remaining after subtracting those land dedication requirements and the land dedication requirements of all previous Sterling Ranch Plats in District 20.

Article 2 **New School Sites**

2.01 **Conveyance.** At the Closings (as defined below), Classic shall convey, via Special Warranty Deed, the New School Sites, respectively, to the County. The County agrees to hold, pursuant to and subject to the provisions of state law and the Code, the New School Sites until such time that District 20 is ready to commence development of a respective New School Site.

2.02 **Title Commitment.** Within fifteen (15) days after the Effective Date, Classic shall furnish to the County a current commitment for a standard owners ALTA title insurance policy from Capstone Title ("Title Company") to insure respectively, School Site 1 and School Site 2, in the amount of the value of school credits which are granted to Classic in connection with

the guarantee of future land dedication of the respective New School Sites to District 20, together with the best available copies of all documents listed as exceptions therein ("Title Commitment"). At a Closing (as defined below) or as soon as reasonably practicable after a Closing, the Title Company shall issue and deliver to the County an owner's title insurance policy ("Title Policy"), issued by the Title Company insuring the County's title to the New School Sites consistent with the Title Commitment, subject only to taxes and assessments for the year of Closing and subsequent years, the other matters approved or deemed to be approved by the County, and any encumbrances upon the New School Sites caused by the County or District 20 (collectively, "Permitted Exceptions"). At the Closings, Classic shall pay the premium for the respective Title Policy. At the County's option, the County may obtain such other endorsements to a Title Policy as the County desires, including endorsements necessary to obtain owner's extended coverage, all at the sole expense of the County, provided that the provision thereof will not delay or be a condition precedent to a Closing.

2.03 Title Review. The County will have until fifteen (15) days following the County's receipt of a Title Commitment ("Title Review Period") to notify Classic in writing of any objections ("Title Objections Notice") to any items identified in the Title Commitment. Any such item not specifically disapproved by the County in writing delivered on or before the Title Review Period will be deemed approved, subject to taxes being current on the respective Closing Date (as defined below) and to satisfaction by the County of all matters which are customarily shown as requirements to such Title Commitment (e.g., resolutions, certificate of good standing) or otherwise reasonably agreed to in writing by both parties. If the County fails to deliver a written Title Objection Notice on or prior to the expiration of a Title Review Period, then the County will be deemed to have approved the exceptions to title shown on a Title Commitment. Classic will have until ten (10) days after receipt of a County Title Objection Notice ("Classic's Cure Period") to elect, in its sole discretion, to cure or commit to cure by the respective Closing Date (as defined below), any item to which the County has objected, cause such items to be modified in a manner which is reasonably satisfactory to the County, or advise the County that Classic does not intend to cure such items or cause such items to be modified. If Classic offers to remove or otherwise cure the objection or offers an endorsement acceptable to the County, then the cure or removal of the objection or issuance of the endorsement, as applicable, shall be a condition precedent to the County's and District 20's obligation to Close. If Classic refuses or fails to cure to the satisfaction of the County any written objection by the County set forth in a County Title Objections Notice in accordance with this Section 2.03, then the County may elect, within five (5) days after expiration of Classic's Cure Period, as its sole remedy, to either (a) waive the objection and proceed to Closing as herein provided, or (b) terminate this Agreement as to the respective New School Site, by written notice to Classic, in which case the parties hereto will be released from all obligations hereunder related to such New School Site, except for obligations that this Agreement specifically states survive the termination of this Agreement. The County will have five (5) days after receipt of any subsequent amendment to a Title Commitment to object in writing to any new item not originally set forth in a Title Commitment that the Title Company intends to show as an exception to title in a Title Policy (excluding Permitted Exceptions), and such objection shall be addressed in the same fashion as objections to the initial Title Commitment under this Section 2.03. Any such additional item not specifically disapproved by the County in writing delivered within five

(5) days following the County's receipt of written notice of such additional item will be deemed approved by the County and will constitute a Permitted Exception.

Article 3
Covenants

3.01 Grading Old School Site. Upon County approval of a grading plan for the Old School Site, the County and District 20 hereby covenant to grant Classic any and all easements necessary to commence grading of the Old School Site in accordance with the grading plan approved by the County.

a. Grading New School Sites. The County and District 20 acknowledge and agree that, until such time as District 20 commences development of a respective New School Site, Classic shall have the right to utilize the New School Sites for dirt management associated with the development of Sterling Ranch upon obtaining all necessary County and State approvals and permits. Classic shall thus have the authority to apply for such approvals on behalf of the County and District 20 and shall be responsible for compliance with all approval and permitting requirements. Dirt management shall include without limitation, cutting, removing, replacing, and filling dirt upon the New School Sites. Classic shall defend, indemnify and hold the County and District 20 harmless from and against any damages, claims, liabilities, or any other costs or expenses associated with, or related to the activity of Classic or its subcontractors on the New School Sites. Upon completion of Classic's dirt management activities, Classic covenants that the grade of the New School Sites shall be substantially in the same condition as when Classic commenced its dirt management activities on a respective New School Site, as further depicted on the ultimate site conditions of the New School Sites attached hereto as Exhibits C & D, respectively.

3.02 Development of the New School Sites. In the event District 20 develops the New School Sites, District 20 shall be responsible, at its sole cost and expense, to receive County approvals for and to construct any access points, including necessary acceleration or deceleration lanes, and all required entrance signage and fencing along the access points to the New School Sites from Briargate Parkway and Sterling Ranch Road, as may be required by the County. Except as otherwise provided in this paragraph 3.02, Classic shall ensure compliance with Section 8.5.2 (C)(4) of the Code, which among other things requires that the New School Sites be served by the required roads, traffic signalization, utilities, and other public infrastructure necessary to support the use for a school prior to platting. In consideration for District 20 granting Classic the rights set forth in this Article 3, Classic, other than as set forth hereafter with respect to sidewalks and detention ponds, shall not file a cost recovery against District 20 for the required traffic signalizations, utilities, and other public infrastructure as part of the build out and construction of Lubbock Trail, Sterling Ranch Road, and Briargate Parkway, necessary to support the use of the New School Sites for schools. Notwithstanding the foregoing, District 20 and Classic acknowledge and agree that District 20 shall pay to Classic, immediately upon commencement of development of the respective New School Sites, (a) any amount paid by Classic for sidewalks located on the New School Sites and (b) appropriate cost recoveries for any detention ponds and associated pipe and other facilities that are constructed and installed by Classic that serve the New School Sites. Classic must document costs for the sidewalks and detention and associated facilities to the District at the time construction is completed. District 20 will only reimburse their documented share of

the actual cost of reimbursements as follows: (i) for 3.02(a) no escalator clause and/or interest shall accrue upon any such amounts; (ii) for 3.02(b) District 20 agrees to pay interest upon such recovery at four percent (4%) simple interest; provided, however, that District 20 and Classic acknowledge and agree that the total amount of interest to be paid by District 20 shall not exceed four (4) years accrued interest thereon. The cost recoveries and reimbursements described herein shall be due and payable at such time as District 20 commences to construct improvements on the applicable site. If District 20 does not begin construction on a site for a period of 15 years from the date of completion of the sidewalks and detention facilities, there will be no reimbursement from District 20. The District shall have no obligation to pay Bridge or Drainage Fees to El Paso County. The amount of the cost recovery for the detention ponds, pipe and facilities shall be calculated by the civil engineer who designed the detention ponds and shall be based upon the percentage of flows and storage generated and necessitated by the development of all sites benefitting from the detention ponds. The intention of the cost recovery for the detention ponds is to allow District 20 to develop the New School Sites without having to use any of the New School Sites for on-site detention.

3.03 Option. In the event the transactions set forth herein are effectuated and District 20 determines that it does not desire to develop a New School Site within twenty (20) years from the date of dedication, then the County and District 20 will not sell said forfeited New School Site, or any part thereof, without first offering the forfeited New School Site to Classic for a purchase price equivalent to the value of the then current school fees in lieu of land dedication pursuant to El Paso County Code 8.5.3(G)(1)(b). Upon the County and District 20 delivering written notice to Classic of District 20's intent to not develop a New School Site within twenty (20) years from the date of dedication, Classic shall have sixty (60) days upon receipt of such notice to notify the County and District 20 in writing of its desire to purchase the New School Site for the purchase price described above. In the event Classic exercises its option to purchase, Classic and District 20 shall in good faith enter into a purchase and sale agreement to memorialize such transaction and set forth additional terms that are consistent with a transaction of such type in El Paso County, Colorado. In the event Classic fails to timely exercise its option, the option shall terminate. The consideration acknowledged and received as set forth in this Agreement, shall also be consideration for the option granted in this Section 3.03.

3.04 Survive Closing. The covenants and provisions set forth in this Article 3 shall survive the Closing.

Article 4 Closing

4.01 Closing Date. The transactions described herein pertaining to School Site 1 and 2 shall be closed on or before thirty (30) days following the date of recording of a final plat that places the Schools Sites within a Tract. The closings described herein shall be referred to collectively as the "Closing Dates."

4.02 Closing. The transactions described herein shall be held on the Closing Dates at a time and place to be mutually agreed by the parties hereto ("Closing(s)").

4.03 Closing Items. The funds and documents described herein shall be deposited with the Title Company in advance of a Closing and shall be recorded, delivered, and/or disbursed by

the Title Company to effectuate a Closing. The parties hereto shall execute and deliver such additional documents, correction deeds, closing instructions, affidavits and instruments as may be contemplated by this Agreement or as may be reasonably requested by the Title Company as necessary to conclude the transaction or to provide for the issuance of a Title Policy in accordance with this Agreement.

4.04 Closing Adjustments and Prorations.

a. Taxes and other assessments attributable to the Old School Site and the New School Sites shall be the obligation of Classic as of the Closing Dates and for the year in which a Closing is effectuated.

b. The Title Company's closing fee charges shall be paid by Classic.

c. Each Party shall be responsible for its own attorneys' fees.

d. Classic shall pay the premium for a Title Policy and the County shall be responsible for any endorsements to a Title Policy it desires, as set forth in Section 2.02.

e. Classic shall pay the recording fees for the deeds contemplated herein.

f. Such other items as are customarily adjusted in similar real estate transactions will be prorated to the Closing Dates. All prorations will constitute a final settlement between the parties hereto, and no further adjustments shall be made.

4.05 IRS Reporting. Title Company shall be the designated "reporting person" under §6045(e) of the U.S. Internal Revenue Code of 1986, as amended, with respect to the real estate transactions contemplated by this Agreement and shall prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-S.

Article 5
Representations and Warranties

5.01 Mutual Representations and Warranties. As a material inducement to cause the parties hereto to enter into this Agreement, each party hereto represents and warrants to the others on the Effective Date and again on the Closing Dates that it:

a. Has the full power and authority to enter into and perform this Agreement in accordance with its terms, all necessary action has been taken to authorize the execution, delivery and performance of this Agreement, the individuals executing this Agreement on behalf of the respective party are authorized to do so, and upon execution hereof, this Agreement shall be binding upon and enforceable against the parties hereto in accordance with its terms;

b. Has not received any written notice of any pending or threatened taking affecting its respective real property related to this Agreement or any part thereof;

c. Has not received any written notice of any material violations of any Laws related to its respective real property related to this Agreement or its condition, excepting minor weed control violations; and

d. Has not received any written notice of any litigation, suit, action, proceeding, investigation, tax contest, arbitration proceeding, or other legal or administrative suit, action, proceeding or investigation of any kind, at law or in equity, pending or threatened that relates to its respective real property related to this Agreement.

5.02 Indemnification. Pursuant to Section 8.5.1 (C)(1)(c) of the Code, Classic hereby indemnifies the County from any and all damages, claims, losses, injuries, and expenses, including attorney's fees, related to or arising out of the presence of solid waste, hazardous materials, or petroleum products whether known or unknown, including, without limitation, any cleanup costs for said materials. The provisions of this Section 5.02 shall survive Closing.

Article 6 **Miscellaneous**

6.01 Amendments. To be effective, any amendment to this Agreement must be in writing and signed by each of the parties hereto.

6.02 Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed delivered, whether actually received or not, on the earlier of: (a) delivery in person by a reputable courier service with proof of delivery; or (b) by certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient. The address for notice of each party shall be as follows:

To Classic:	Classic SRJ Land, LLC Attn: Doug Stimple 2138 Flying Horse Club Drive Colorado Springs, CO 80921
To SR Land:	SR Land, LLC 20 Boulder Crescent Street, 2nd floor Colorado Springs, CO 80903
To District 20:	Superintendent of Schools 1110 Chapel Hills Drive Colorado Springs, CO 80920
To County:	El Paso County Planning and Community Development Attn: Kari Parsons 2880 International Circle Colorado Springs, CO 80910
With a copy to:	El Paso County Attorney's Office Attn: Lori Seago 200 S. Cascade Ave.

Colorado Springs, CO 80903

All notices must be sent to the address for notice of such party. A party may change its address for notice by delivering written notice of its new address to the other party in the manner set forth herein.

6.03 Interpretation.

a. This Agreement was drafted jointly by the parties hereto and their respective legal advisors and is not to be construed or interpreted against any party on the grounds of sole or primary authorship.

b. Any reference to "business day" in this Agreement shall mean any day that banking institutions are open for business to the public in the State of Colorado.

c. References in this Agreement to numbered "Articles" and "Sections" are to numbered articles and sections within the body of this Agreement unless the context clearly indicates otherwise. References in this Agreement to numbered "Exhibits" are to the Exhibits that are attached to this Agreement, all of which are incorporated in this Agreement by reference.

d. The words "herein," "hereby," "hereunder" and similar terms shall refer to this Agreement as a whole.

e. Titles and headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation of this Agreement.

6.04 Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof. These documents supersede all prior or contemporaneous agreements, discussions, or understandings between the parties hereto, written and oral.

6.05 Assignments; Binding Effect. This Agreement will inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and permitted assigns.

6.06 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court or other authority with like jurisdiction, the remainder of this Agreement shall be unaffected and enforceable, and there shall be substituted for any affected provision a valid and enforceable provision.

6.07 Governing Law. The rights and obligations of the parties hereto, and all matters of construction, validity and performance, shall be construed and enforced in accordance with the laws of the State of Colorado, without reference to choice of law or conflicts of law principles that might otherwise require application of the laws of another state or jurisdiction.

6.08 Venue and Jurisdiction. All actions or proceedings in any way arising out of, relating to or resulting from this Agreement shall be litigated in courts having situs in the County of El Paso, State of Colorado.

6.09 Attorneys' Fees. In the event of litigation, mediation or arbitration regarding this Agreement, whether based in contract or tort, law or equity, common law or statute, neither party shall be awarded costs and expenses incurred in connection with such action, including its

attorneys' fees and related costs and expenses. The parties hereto expressly waive any right or claim to attorneys' fees and related costs and expenses.

6.10 Waivers. To be effective, waiver of any provision of this Agreement must be in writing and signed by the waiving party.

6.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes. The counterparts together shall constitute one and the same instrument.

6.12 Recording. This Agreement may be recorded in the El Paso County Recorder's Office and shall encumber the Old School Site and the New School Sites.

6.13 No Guarantee of County Approvals. The Parties understand and agree that County execution of this Agreement does not constitute or assure future approval by the County of grading permits, access permits, or any other County permit or development application required to effectuate grading or development of the New School Sites, and the County makes no promises or warranties regarding such future approvals. The depiction of possible accesses in Exhibits C & D is illustrative only and does not affirm or imply County approval of same.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

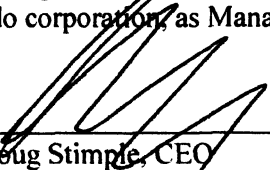

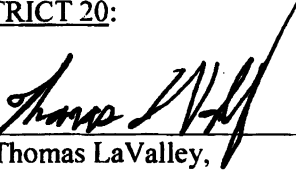
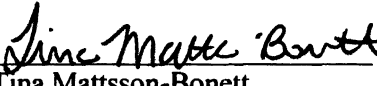
<p><u>CLASSIC:</u></p> <p>Classic SRJ Land, LLC, a Colorado limited liability company</p> <p>By: Elite Properties of America, Inc., a Colorado corporation, as Manager</p> <p>By:  Doug Stimple, CEO</p>	<p><u>SR LAND:</u></p> <p>SR Land, LLC, a Colorado limited liability company</p> <p>By:  James Morley, Manager</p>
<p><u>COUNTY:</u></p> <p>BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO</p> <p>By: _____ Cami Bremer, Chair</p> <p>Attest: _____ Steve Schleiker County Clerk & Recorder</p> <p>APPROVED AS TO FORM</p> <p>_____ County Attorney's Office</p>	<p><u>DISTRICT 20:</u></p> <p>By:  Thomas LaValley, President of the Board of Education</p> <p>Attest: By:  Tina Mattsson-Bonett, Secretary to the Board of Education</p>

EXHIBIT A

LEGAL DESCRIPTION OF SCHOOL SITE 1

(Attached)



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

LEGAL DESCRIPTION: STERLING RANCH EAST FILING NO. 2 SCHOOL SITE

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR N89°08'28"E, A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

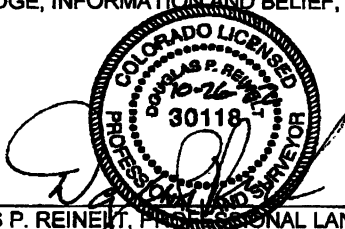
THENCE S11°27'24"W, A DISTANCE OF 7220.72 FEET TO THE POINT OF BEGINNING;

THENCE N76°19'20"E, A DISTANCE OF 775.00 FEET;
THENCE S58°40'40"E, A DISTANCE OF 35.36 FEET;
THENCE S13°40'40"E, A DISTANCE OF 652.04 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE RIGHT, HAVING A DELTA OF 23°33'23", A RADIUS OF 60.00 FEET AND A DISTANCE OF 24.67 FEET TO A POINT ON CURVE;
THENCE S65°00'00"W, A DISTANCE OF 112.04 FEET;
THENCE N90°00'00"W, A DISTANCE OF 624.68 FEET;
THENCE N51°50'20"W, A DISTANCE OF 126.52 FEET;
THENCE N13°40'40"W, A DISTANCE OF 475.82 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11.857 ACRES (516,478 SF).

LEGAL DESCRIPTION STATEMENT:

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



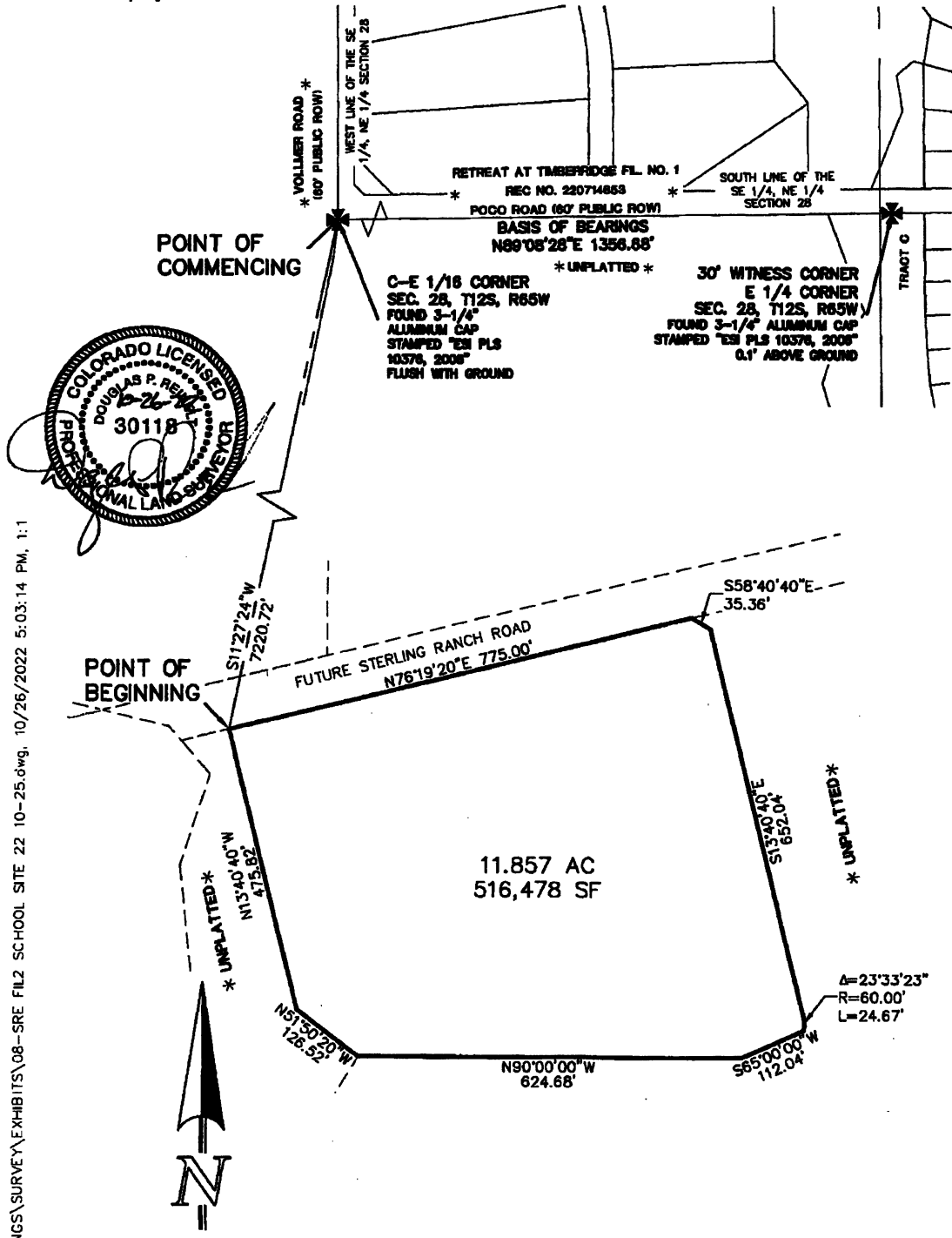
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

Oct 26, 2022
DATE



619 North Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903

STERLING RANCH EAST
 FILING NO. 2 SCHOOL SITE
 JOB NO. 1183.22-08
 OCTOBER 26, 2022
 SHEET 2 OF 2



N:\118322\DRAWINGS\SURVEY\EXHIBITS\08-SRE FIL2 SCHOOL SITE 22 10-25.dwg, 10/26/2022 5:03:14 PM, 1:1



CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

EXHIBIT B

LEGAL DESCRIPTION OF SCHOOL SITE 2

(Attached)



JOB NO. 1183.22-04
MARCH 30, 2022
PAGE 1 OF 3

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

LEGAL DESCRIPTION: STERLING RANCH

A PARCEL OF LAND BEING A PORTION OF SECTIONS 33 AND 34, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR N89°08'28"E, A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

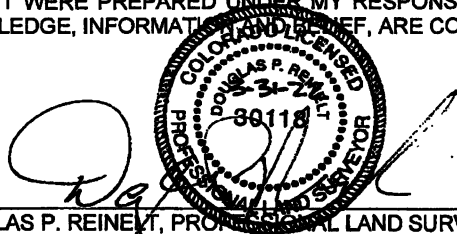
THENCE S06°30'11"E, A DISTANCE OF 3869.50 FEET TO THE POINT OF BEGINNING;

THENCE S50°26'12"E, A DISTANCE OF 36.44 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 26°05'19", A RADIUS OF 2065.000 FEET AND A DISTANCE OF 940.26 FEET TO A POINT OF TANGENT;
THENCE S76°31'31"E, A DISTANCE OF 232.57 FEET;
THENCE S31°31'31"E, A DISTANCE OF 49.50 FEET;
THENCE S13°28'29"W, A DISTANCE OF 1168.84 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 10°29'20", A RADIUS OF 1460.00 FEET AND A DISTANCE OF 267.27 FEET TO A POINT ON CURVE;
THENCE N66°02'10"W, A DISTANCE OF 37.35 FEET;
THENCE N60°08'46"W, A DISTANCE OF 700.00 FEET;
THENCE N59°13'04"W, A DISTANCE OF 98.67 FEET;
THENCE N54°42'00"W, A DISTANCE OF 97.86 FEET;
THENCE N49°50'24"W, A DISTANCE OF 97.86 FEET;
THENCE N44°58'47"W, A DISTANCE OF 97.86 FEET;
THENCE N40°07'11"W, A DISTANCE OF 97.86 FEET;
THENCE N35°15'35"W, A DISTANCE OF 97.86 FEET;
THENCE N30°23'59"W, A DISTANCE OF 97.86 FEET;
THENCE N25°47'46"W, A DISTANCE OF 108.67 FEET;
THENCE N24°57'12"W, A DISTANCE OF 100.00 FEET;
THENCE N58°26'56"E, A DISTANCE OF 117.93 FEET;
THENCE N49°55'39"E, A DISTANCE OF 123.80 FEET;
THENCE N42°15'44"E, A DISTANCE OF 112.55 FEET;
THENCE N34°35'49"E, A DISTANCE OF 123.80 FEET;
THENCE N39°08'49"E, A DISTANCE OF 115.81 FEET;
THENCE N23°20'25"E, A DISTANCE OF 115.86 FEET;
THENCE N18°32'31"W, A DISTANCE OF 102.16 FEET;
THENCE N41°18'44"W, A DISTANCE OF 85.60 FEET;
THENCE N74°18'51"W, A DISTANCE OF 53.36 FEET;
THENCE N15°41'09"E, A DISTANCE OF 56.79 FEET;
THENCE N39°33'48"E, A DISTANCE OF 183.62 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 38.547 ACRES.

LEGAL DESCRIPTION STATEMENT:

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



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

MARCH 31, 2022
DATE



619 North Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

STERLING RANCH
 MIDDLE SCHOOL
 JOB NO. 1183.22-04
 MARCH 30, 2022
 SHEET 3 OF 3

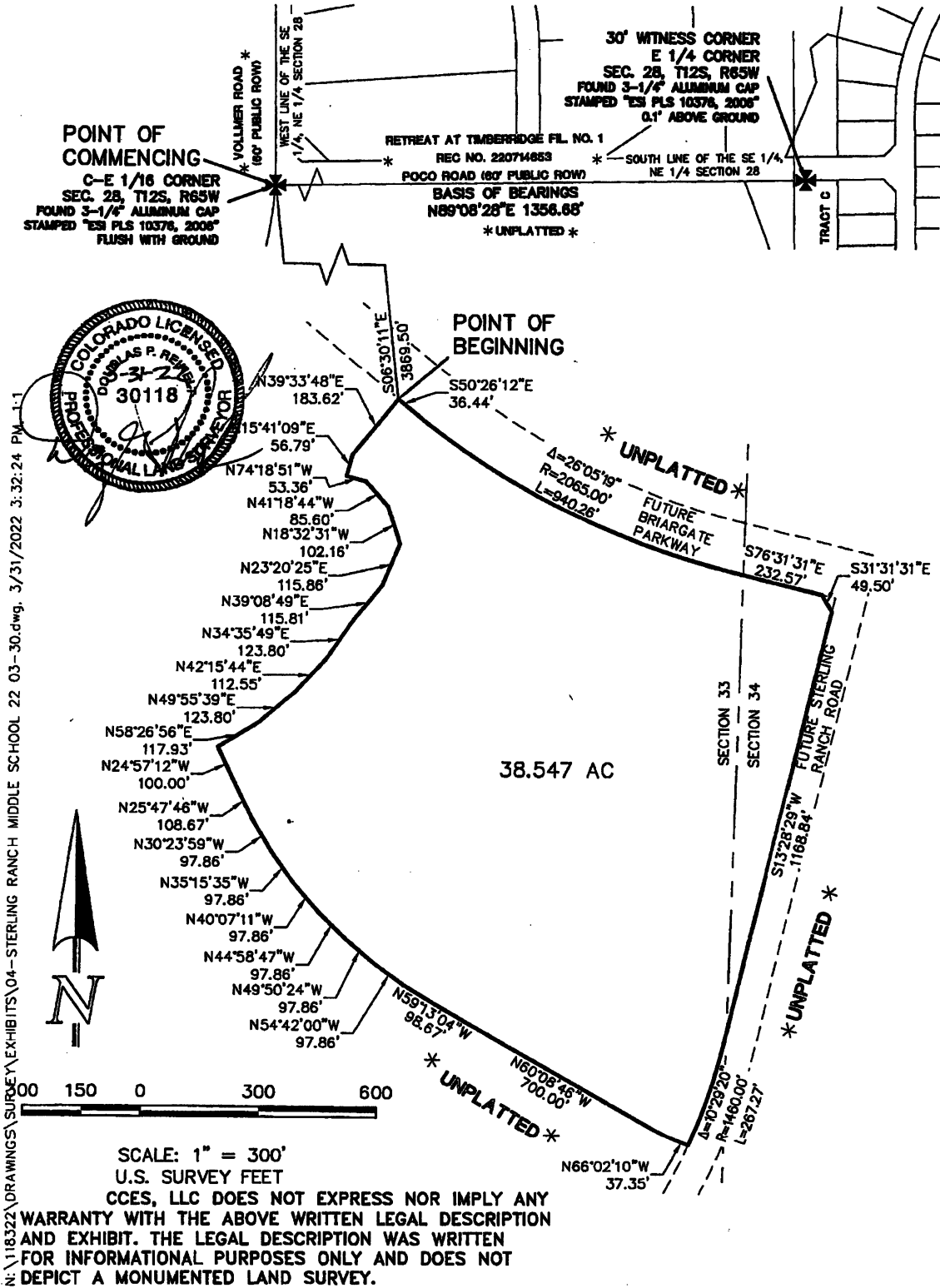
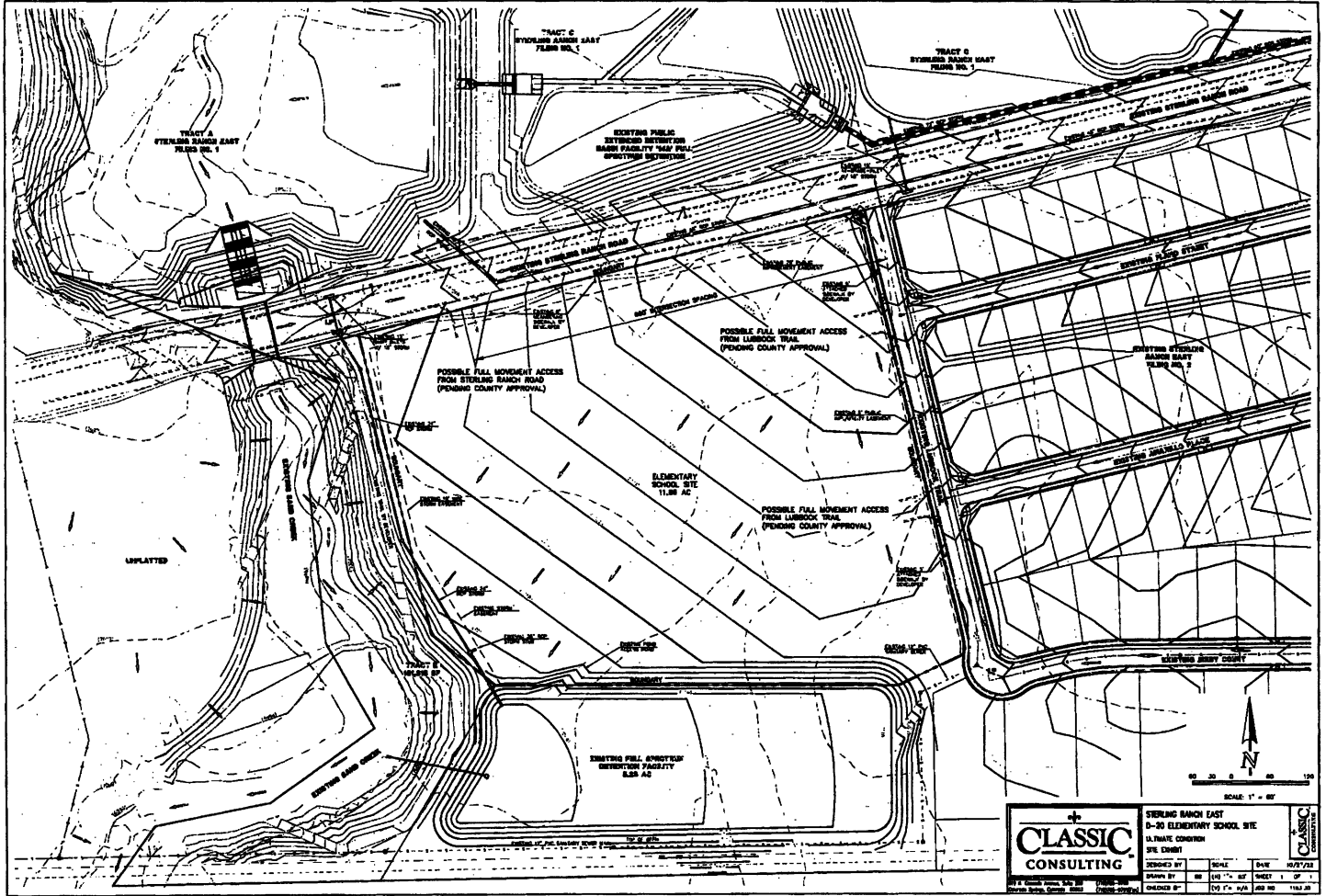


EXHIBIT C

ULTIMATE SITE CONDITION OF SCHOOL SITE 1

(Attached)



	STERLING RANCH EAST 9-20 ELEMENTARY SCHOOL SITE ULTIMATE CONCEPT SITE PLAN			
	DESIGNED BY	SCALE	DATE	PROJECT
	DRAWN BY	NO. 112	07	SHEET 1 OF 1
	CHECKED BY	DD	11/14	11/14/07

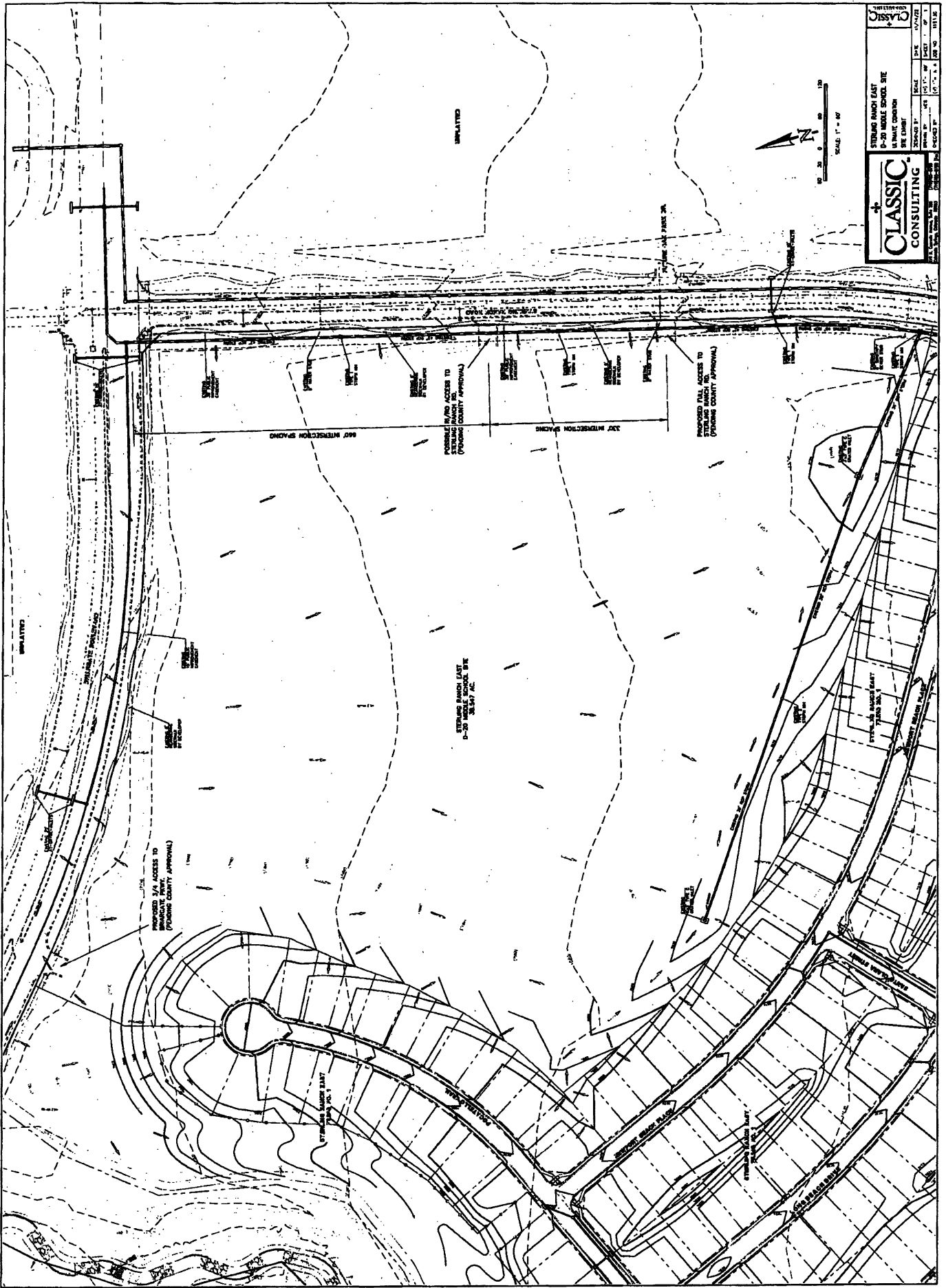
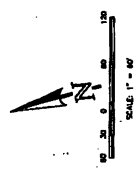
EXHIBIT D

ULTIMATE SITE CONDITION OF SCHOOL SITE 2

(Attached)

CLASSIC CONSULTING
 10000 W. 10th Ave., Suite 100, Denver, CO 80202
 PHONE: 303.751.1000 FAX: 303.751.1001
 WWW: www.classicconsulting.com

SHEET NO. 10 OF 10
 DATE: 07/20/10
 SCALE: AS SHOWN
 PROJECT: STERLING RANCH EAST
 DRAWING NO.: D-20 MOBILE SCHOOL SITE
 SHEET TITLE: SITE EXHIBIT



UNPLATTED

660' INTERSECTION SPACING

130' INTERSECTION SPACING

PROPOSED FULL ACCESS TO STERLING RANCH NO. 10 (PENDING COUNTY APPROVAL)

PROPOSED 1/2\"/>

STERLING RANCH EAST
D-20 MOBILE SCHOOL SITE
25.97 AC

PROPOSED 2 1/4\"/>

STERLING RANCH EAST
NO. 10

UNPLATTED

STERLING RANCH EAST

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED