



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 interfere 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 12TH 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 12TH day of December, 2018, by JAMES F. MURPHY, its MANAGER.

My Commission Expires:

MAY 30, 2022

Notary Public

Eric S Howard

ERIC S HOWARD
Notary Public
State of Colorado
Notary ID # 20144021884
My Commission Expires 05-30-2022

ATTACHMENT A
LEGAL DESCRIPTION

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
FEBRUARY 25, 2019

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 N76°49'26"W, A DISTANCE OF 3299.04 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 60 FOOT WIDE TEMPORARY ACCESS PARCEL HEREIN DESCRIBED;

THENCE S13°40'40"E, A DISTANCE OF 110.04 FEET;

THENCE S76°21'53"W A DISTANCE OF 950.68 FEET;

THENCE, S45°23'33"W A DISTANCE OF 400.07 FEET;

THENCE, S55°56'38"W A DISTANCE OF 283.56 FEET;

THENCE, S00°00'00"E A DISTANCE OF 217.76 FEET;

THENCE, S58°03'18"W A DISTANCE OF 320.67 FEET;

THENCE 384.11 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 305.50 FEET, A CENTRAL ANGLE OF 72°02'23", THE CHORD OF WHICH BEARS N85°55'30"W A DISTANCE OF 359.31 FEET;

THENCE N49°54'19"W, A DISTANCE OF 1482.87 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AND THE POINT OF TERMINUS OF THIS LEGAL DESCRIPTION;

CONTAINING A CALCULATED AREA OF 5.715 ACRES MORE OR LESS.

Vernon P Taylor 2/25/19

PREPARED BY:

VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966

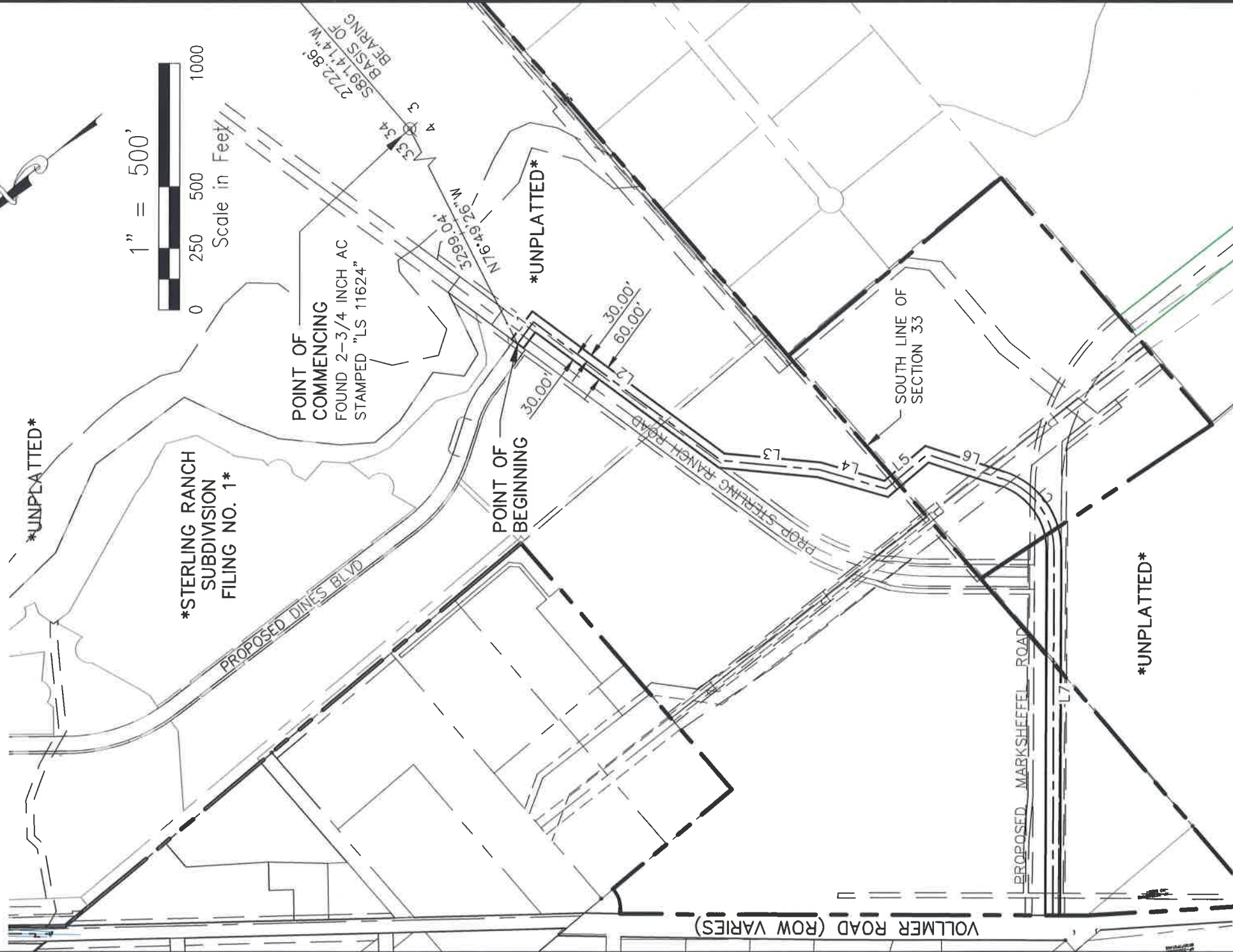
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

20 BOULDER CRESCENT, SUITE 110

COLORADO SPRINGS, CO 80903



ALTERNATE EMERGENCY ROAD ACCESS EASEMENT EXHIBIT "C"



ALTERNATE EMERGENCY
ACCESS ROAD EASEMENT
EXHIBIT "C"
JOB NO. 09-006
DATE PREPARED: 02/25/2019



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

CIVIL CONSULTANTS, INC.

SHEET 1 OF 2

ALTERNATE EMERGENCY ROAD ACCESS EASEMENT EXHIBIT "C"

EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
L1	110.04'	S13°40'40"E
L2	950.68'	S76°21'53"W
L3	400.07'	S45°23'33"W
L4	283.56'	S55°56'38"W
L5	217.76'	S0°00'00"E
L6	320.67'	S58°03'18"W
L7	1482.87'	N49°54'19"W

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	384.11	305.50	72°02'23"	N85°55'30"W	359.31'



ALTERNATE EMERGENCY ROAD
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SHEET 2 OF 2