

PRE-DEVELOPMENT SITE GRADING ACKNOWLEDGEMENT
AND RIGHT OF ACCESS AGREEMENT

The undersigned ("Applicant") owns and holds legal title to the real property to be known as Cloverleaf Subdivision ("Property"), which Property is legally described on Exhibit A attached hereto and incorporated herein by this reference.

Applicant seeks approval for Pre-Development Site Grading under Section 6.2.6 of the El Paso County Land Development Code. As a condition of approval and issuance of Construction Permit No. _____, Applicant must complete and submit this Pre-Development Site Grading Acknowledgement and Right of Access Agreement ("Agreement"). In compliance therewith, by signing below, Applicant hereby acknowledges and agrees as follows:

1. The approval and issuance of the Construction Permit does not guarantee or create a right in, or a right of expectation in, Applicant that the El Paso County Planning Commission will recommend or the Board of County Commissioners of El Paso County will approve Applicant's final plat for the Property. Applicant may proceed with grading under the Construction Permit at Applicant's sole risk.
2. The Construction Permit shall be personal to the Applicant and shall not run with the land. Any successors and/or assigns of the Applicant desiring to proceed or continue with the Pre-Development Site Grading approval shall execute their own Pre-Development Site Grading Acknowledgement and Right of Access Agreement, obtain their own Construction Permit and provide replacement financial guarantees.
3. Applicant hereby grants to El Paso County, its employees, agents, contractors, and/or subcontractors free access to enter upon the Property at all reasonable hours for the following purposes in accordance with requirements of the El Paso County Engineering Criteria Manual (ECM), Section I.5:
 - a. To inspect and investigate for compliance with Construction Permit requirements, including, but not limited to, proper installation and maintenance of erosion and sediment control measures; and
 - b. To inspect and investigate for completion of grading activities and soil stabilization requirements; and
 - c. In the event of noncompliance with either of the above, to identify deficiencies, which may result in issuance of a Letter of Noncompliance which includes such deficiencies to be corrected by Applicant; and
 - d. In the event the Applicant does not correct deficiencies identified in a Letter of Noncompliance, to draw on collateral provided and perform the work in order to correct said deficiencies pursuant to ECM Section I.6.1.H.

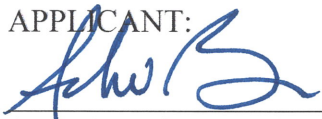
4. Applicant shall indemnify, defend, and forever hold harmless the Board of County Commissioners of El Paso County, their officers, employees, agents, contractors, and subcontractors, from any and all claim, demand, action, cause of action, loss, damage, injury, property damage, personal injury, death, liability, duty, obligation, costs and expenses (including attorney fees) arising out of or related to such entry on the Property. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the Board of County Commissioners pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.
5. In accordance with ECM Sections 5.3.15 and I.4.1.A.3, Applicant is obligated to provide security or collateral sufficient to make reasonable provision for completion of the grading, erosion control and final stabilization measures, in the amount set forth on Exhibit B attached hereto. Collateral shall be in the form of cash, cashier's check, or letter of credit issued by a financial institution authorized to do business in the State of Colorado. Collateral in the form of Letter of Credit, issued by Kirkpatrick Bank in the amount of \$ 565,783.20 has been provided as security to guarantee completion of the proposed grading, erosion control and final stabilization measures.
6. Applicant is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Applicant shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall allow the County to execute on the collateral.
7. All of those certain grading, erosion control and final stabilization measures to be completed as identified on Exhibit B shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
8. All grading, erosion control and final stabilization measures shall be completed by the Applicant within 12 (twelve) months from the date of notice to proceed in the Construction Permit. If Applicant determines that the completion date needs to be extended, Applicant shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Construction Permit may be extended at the discretion of the ECM Administrator. The completion date for the

grading, erosion control, and final stabilization measures may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of collateral to take into account any increase in cost due to the delay including inflation. Failure to meet the original or extended completion date, as applicable, shall allow the County to execute on the collateral.

9. At any time the County determines, in its sole discretion, that Applicant has failed to comply with any of the terms or conditions of this Agreement or to complete the required grading, erosion and sediment control measures, or final site stabilization, it may draw on the collateral provided, up to the total amount, to complete such work.

IN WITNESS WHEREOF, the Applicant hereby executes this Pre-Development Site Grading Acknowledgement and Right of Access Agreement this 27th day of April, 2021.

APPLICANT:



(Name) Andrew J. Biggs, Manager

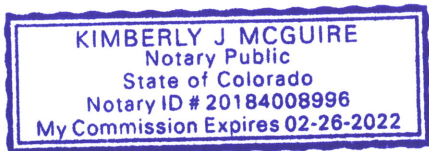
(Title—if applicable)

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

The foregoing instrument was acknowledged before me this 27th day of April, 2021, by Andrew J. Biggs.

Witness my hand and official seal.

My commission expires: 02-26-2022



Notary Public

Craig Dossey, Executive Director

Date

Planning and Community Development Department

Approved as to Content and Form:

Assistant County Attorney

CLOVERLEAF SUBDIVISION – Early Grading Area

LEGAL DESCRIPTION

PARCEL 1

A PARCEL OF LAND BEING ALL OF THAT PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, BEING A PORTION OF TRACT B, WOODMOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66, TOGETHER WITH ALL OF TRACT H, WOODMOOR GREENS RECORDED IN BOOK U-2 AT PAGE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE LINE BETWEEN THE 30.00' WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 10377 1997 30.00 WC" AND THE 30.0' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SAID SECTION 23, MONUMENTED BY A 1-1/2" ALUMINUM CAP STAMPED "LS 2692", SAID LINE BEARING S89°54'49"E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N23°36'18"W A DISTANCE OF 971.92 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF TRACT B, WOODMOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON SAID SOUTHWESTERLY LINE, N47°53'03"W A DISTANCE OF 244.83 FEET, TO THE SOUTHWESTERLY CORNER OF TRACT H, WOODMOOR GREENS PLAT RECORDED IN BOOK U-2 AT PAGE 51;

THENCE ON THE PERIMETER OF SAID TRACT H, THE FOLLOWING THREE (3) COURSES:

1. N33°23'09"W A DISTANCE OF 130.11 FEET, TO A POINT OF NON-TANGENT CURVE, ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEGGINS WAY;
2. ON SAID SOUTHERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S33°24'06"E, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 15°37'05" AND AN ARC LENGTH OF 81.78 FEET, TO A POINT OF NON-TANGENT;
3. S52°28'59"E A DISTANCE OF 196.68 FEET, TO A POINT ON THE WESTERLY LINE OF SAID TRACT B, WOODMOOR PLACER;

THENCE ON SAID WESTERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. N81°20'01"E A DISTANCE OF 130.03 FEET;
2. N26°20'33"E A DISTANCE OF 511.07 FEET;
3. N52°03'56"E A DISTANCE OF 451.83 FEET;
4. N17°03'30"W A DISTANCE OF 222.24 FEET;
5. N07°26'50"W A DISTANCE OF 104.67 FEET;

THENCE DEPARTING THE WESTERLY LINE OF SAID TRACT B, THE FOLLOWING TWELVE (12) COURSES;

1. N84°15'58"E A DISTANCE OF 126.43 FEET, TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N46°46'54"E, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°01'39" AND AN ARC LENGTH OF 91.65 FEET, TO A POINT OF NON-TANGENT;
3. N85°02'46"E A DISTANCE OF 42.49 FEET;
4. S08°08'16"E A DISTANCE OF 85.83 FEET, TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,470.00 FEET, A CENTRAL ANGLE OF 08°35'03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;

6. S00°26'47"W A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 52°42'18" AND AN ARC LENGTH OF 395.55 FEET, TO A POINT OF TANGENT;
8. S52°15'31"E A DISTANCE OF 287.37 FEET, TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 24°42'05" AND AN ARC LENGTH OF 245.74 FEET, TO A POINT OF NON-TANGENT;
10. N59°24'51"E A DISTANCE OF 103.30 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 01°14'02" AND AN ARC LENGTH OF 16.80 FEET, TO A POINT OF TANGENT;
12. N58°10'49"E A DISTANCE OF 124.49 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLOVERFIELD ROAD, SAID POINT BEING A POINT OF NON-TANGENT CURVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N54°21'17"E, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 15°15'51" AND AN ARC LENGTH OF 109.23 FEET, TO A POINT OF NON-TANGENT;
2. S50°58'07"E A DISTANCE OF 104.84 FEET, TO A POINT OF NON-TANGENT CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S39°04'09"W, HAVING A RADIUS OF 269.73 FEET, A CENTRAL ANGLE OF 95°15'09" AND AN ARC LENGTH OF 448.43 FEET, TO A POINT OF NON-TANGENT;
4. S44°20'00"W A DISTANCE OF 278.41 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S45°13'59"E, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 15°03'35" AND AN ARC LENGTH OF 81.48 FEET, TO A POINT OF NON-TANGENT, SAID POINT BEING ON THE SOUTHERLY LINE OF SAID TRACT B, WOODMOOR PLACER;

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

1. N61°02'18"W A DISTANCE OF 958.19 FEET;
2. N60°38'25"W A DISTANCE OF 314.83 FEET;
3. N83°12'34"W A DISTANCE OF 466.58 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1,452,072 SQUARE FEET OR 33.3350 ACRES.

PARCEL 2

THREE PARCELS OF LAND BEING PORTIONS OF TRACT B, WOODMOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66 ALL IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE LINE BETWEEN THE 30.00' WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 10377 1997 30.00 WC" AND THE 30.0' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SAID SECTION 23, MONUMENTED BY A 1-1/2" ALUMINUM CAP STAMPED "LS 2692", SAID LINE BEARING S89°54'49"E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.

PARCEL 2-4

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N27°54'57"E A DISTANCE OF 1420.57 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE TRUSTEE'S DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE PERIMETER OF SAID PROPERTY THE FOLLOWING SEVEN (7) COURSES:

1. N52°15'31"W A DISTANCE OF 7.98 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 52°42'18" AND AN ARC LENGTH OF 395.55 FEET, TO A POINT OF TANGENT;
3. N00°26'47"E A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 08°35'03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;
5. N08°08'16"W A DISTANCE OF 85.83 FEET;
6. S85°02'46"W A DISTANCE OF 42.49 FEET, TO A POINT OF NON-TANGENT CURVE;
7. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N58°14'45"W, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°01'39" AND AN ARC LENGTH OF 91.65 FEET, TO A POINT OF NON-TANGENT,

THENCE DEPARTING SAID PROPERTY THE FOLLOWING TWO (2) COURSES:

1. N84°03'34"E A DISTANCE OF 224.55 FEET;
2. S05°52'43"E A DISTANCE OF 936.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 101,309 SQUARE FEET OR 2.3257 ACRES.

PARCEL 2-5

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N50°42'25"E A DISTANCE OF 1617.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLOVERLEAF ROAD, SAID POINT BEING ON THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN THE TRUSTEE'S DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY THE FOLLOWING FOUR (4) COURSES:

1. S58°10'49"W A DISTANCE OF 124.49 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 01°14'02" AND AN ARC LENGTH OF 16.80 FEET, TO A POINT OF TANGENT;
3. S59°24'51"W A DISTANCE OF 103.30 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S62°26'34"W, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 23°19'20" AND AN ARC LENGTH OF 232.02 FEET, TO A POINT OF NON-TANGENT;

THENCE DEPARTING SAID NORTHERLY PROPERTY LINE, THE FOLLOWING FIVE (5) COURSES:

1. N28°37'11"E A DISTANCE OF 67.40 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 26°50'54" AND AN ARC LENGTH OF 161.66 FEET, TO A POINT OF NON-TANGENT;
3. S34°31'56"E A DISTANCE OF 115.00 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S34°31'56"E, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 19°25'04" AND AN ARC LENGTH OF 77.95 FEET, TO A POINT OF TANGENT;
5. N74°53'09"E A DISTANCE OF 8.95 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLOVERLEAF ROAD, SAID POINT BEING A POINT OF NON-TANGENT CURVE;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N80°18'27"E, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 25°57'10" AND AN ARC LENGTH OF 185.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 67,905 SQUARE FEET OR 1.5589 ACRES.

PARCEL 2-6 (A PORTION OF TSN 7124202238)

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N43°45'49"E A DISTANCE OF 1,700.49 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 466, WOODMOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 51, SAID POINT BEING A POINT OF NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF CLOVERLEAF ROAD, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N85°06'36"E, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 4°48'09" AND AN ARC LENGTH OF 34.37 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 220071836;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY, THE FOLLOWING THREE (3) COURSES:

1. S74°53'09"W A DISTANCE OF 8.95 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 19°25'04" AND AN ARC LENGTH OF 77.95 FEET, TO A POINT OF NON-TANGENT;
3. N34°31'56"W A DISTANCE OF 17.62 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY LINE, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°14'01"E, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 22°29'51" AND AN ARC LENGTH OF 90.31 FEET, TO A POINT OF TANGENT;

THENCE N67°15'50"E A DISTANCE OF 11.14 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 2,434 SQUARE FEET OR 0.0559 ACRES.