

**PRIVATE DETENTION BASIN /  
STORMWATER QUALITY BEST MANAGEMENT PRACTICE  
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (“Board” or “County”) and LG HI FALCON, LLC (“Developer”). The above may occasionally be referred to herein singularly as “Party” or collectively as “Parties.”

Recitals

A. WHEREAS, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

B. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as FALCON MARKETPLACE; and

C. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the subdivision; and

D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer’s promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

E. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County’s Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County’s rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and

F. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer’s promise to maintain a subdivision’s drainage facilities in the event the County does not assume such responsibility; and

G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

H. WHEREAS, Developer desires to construct for the subdivision two detention basin/stormwater quality BMPs (“detention basin/BMPs”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMPs; and

I. WHEREAS, Developer desires to construct one detention basin/BMP on property that will be platted as Lot 11 and one detention basin/BMP on property that will be platted as Lots 7-10, as indicated on the final plat of the subdivision, and as set forth on Exhibits B and C attached hereto; and

J. WHEREAS, Developer shall be charged with the duties of constructing, operating, maintaining and repairing the detention basin/BMPs on the portions of the Property described in Exhibits B and C; and

K. WHEREAS, it is the County’s experience that subdivision developers historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMPs serving this Subdivision due to the Developer’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this Subdivision on the Developer’s promise to so construct the detention basin/BMPs, and further conditions approval on the Developer’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMPs serving this Subdivision; and

N. WHEREAS, the County could condition subdivision approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMPs; and

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: Developer agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon itself and its successors and assigns.

3. Construction: Developer shall construct on those portions of the Property described in Exhibits B and C, attached hereto and incorporated herein by this reference, two detention basin/BMPs. Developer shall not commence construction of the detention basin/BMPs until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMPs and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMPs in substantial compliance with the County-approved plans and specifications for the detention basin/BMPs. Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMPs shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMPs must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project and shall have the right to seek reimbursement from the Developer and its successors and assigns for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Developer agrees for itself and its successors and assigns that they will regularly and routinely inspect, clean and maintain the detention basin/BMPs and otherwise keep the same in good repair, all at their own cost and expense. The obligations of the owners of Lots 7-10 under this paragraph shall be joint and several as to the detention basin/BMP constructed across their lots. No trees or shrubs that will impair the structural integrity of the detention basin/BMPs shall be planted or allowed to grow on the detention basin/BMPs.

5. Creation of Easement: Developer hereby grants the County non-exclusive perpetual easements upon and across those portions of the Property described in Exhibits B and C. The purpose of the easements is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMPs; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMPs. Developer further hereby establishes an easement for the benefit of the owners of Lots 7-10 across Lots 7-10 for mutual access to and maintenance and repair of the detention basin/BMP constructed across such lots.

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMPs are not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer and its successors and assigns that the detention basin/BMPs need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problems. Should the responsible parties fail to correct the specified problems, the County may enter upon the Property to so correct the specified problems. Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMPs.

7. Reimbursement of County's Costs: The Developer agrees and covenants, for itself and its successors and assigns, that it will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMPs pursuant to the provisions of this Agreement. The obligations of the owners of Lots 7-10 under this paragraph shall be joint and several as to the detention basin/BMP constructed across their lots.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Subdivision Approval: Developer's execution of this Agreement is a condition of subdivision approval.

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

9. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: Developer agrees, for itself and its successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation,

inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMPs, and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, or its successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMPs be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

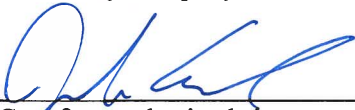
14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 21<sup>st</sup> day of November, 2019, by:

LG HI FALCON, LLC,  
a Texas limited liability company


By: LG Capital, LLC,  
a Texas limited liability company,  
its manager

By:   
Josh Canafax, authorized signatory

The foregoing instrument was acknowledged before me this 21st day of November, 2019, by Josh Canafax, as authorized signatory of LG Capital, LLC, as manager of LG HI FALCON, LLC, a Colorado limited liability company.

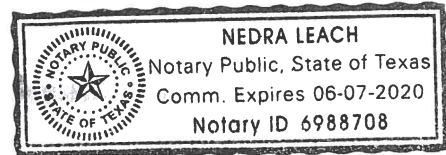
Witness my hand and official seal.

My commission expires: 6/19/2020

  
Notary Public

Executed this 21st day of November, 2012, by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO



By: \_\_\_\_\_  
Craig Dossey, Executive Director  
Planning and Community Development Department  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Content and Form:

\_\_\_\_\_  
Assistant County Attorney

## EXHIBIT A

### LEGAL DESCRIPTION - FALCON MARKETPLACE

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPLE MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, SAID TRACT FURTHER DESCRIBED AS FOLLOWS:

"COMMENCING" AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER IS ASSUMED TO BEAR SOUTH 89°49'00" WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 89°49'00" WEST, 1324.08 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE ALONG SAID WEST LINE, NORTH 00°26'04" WEST, 187.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOODMEN ROAD, AS DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 204062427 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, STATE OF COLORADO, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (6) COURSES:

- (1) NORTH 89°19'51" EAST, 65.69 FEET;
- (2) SOUTH 00°40'09" EAST, 90.69 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, FROM WHICH THE RADIAL LINE BEARS SOUTH 02°11'54" EAST;
- (3) EASTERLY 408.73 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, HAVING A CENTRAL ANGLE OF 02°00'54", A RADIUS OF 11622.00 FEET AND CHORD WHICH BEARS NORTH 88°48'33" EAST, 408.71 FEET;
- (4) NORTH 89°49'00" EAST, 594.21 FEET;
- (5) NORTH 44°39'52" EAST, 70.52 FEET;
- (6) NORTH 89°49'00" EAST, 45.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 207116129 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, STATE OF COLORADO;

THENCE ALONG SAID TRACT OF LAND THE FOLLOWING TWO (2) COURSES;

- (1) NORTH 00°29'16" WEST, 30.00 FEET;
- (2) NORTH 89°49'00" EAST, 30.01 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MERIDIAN ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 00°29'40" WEST, 1137.83 FEET TO THE SOUTH LINE OF FALCON RANCHETTES SUBDIVISION AS DESCRIBED ON THE PLAT THEREOF AS RECORDED UNDER RECEPTION NO. 029878200 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, STATE OF COLORADO ;

THENCE ALONG SAID SOUTH LINE OF FALCON RANCHETTES, SOUTH 89°44'22" WEST, 1292.68 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE ALONG SAID WEST LINE SOUTH 00°26'04" EAST, 1133.99 FEET TO THE "TRUE POINT OF BEGINNING".

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 35.704 ACRES OR 1,555,266 SQUARE FEET, MORE OR LESS.

**EXHIBIT B**

Lot 11, Falcon Marketplace



October 31, 2019

DBC Project: 20988-00

**LEGAL DESCRIPTION**

**Lot 11, Proposed Falcon Marketplace Subdivision, El Paso County File SF-19-001**

A PARCEL OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 216085936 OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 1, T13S, R65W OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 1 AND CONSIDERING THE NORTH LINE OF SAID SE1/4 OF THE SE1/4 TO BEAR N89°44'22"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S01°25'33E, 866.86 FEET TO THE POINT OF BEGINNING;

THENCE N89°33'56"E, 170.21;

THENCE S31°12'53"E, 42.57 FEET TO A NON-TANGENT POINT OF CURVE CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIAL LINE BEARS S30°35'52"E;

THENCE 26.53 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF COMPOUND CURVE TO THE LEFT, SAID ARC HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 13°49'03", AND BEING SUBTENDED BY A CHORD THAT BEARS S52°29'36"W, 26.46 FEET;

THENCE 60.15 FEET ALONG THE ARC OF SAID COMPOUND CURVE TO A POINT OF REVERSE CURVE, SAID ARC HAVING A RADIUS OF 96.00 FEET, A CENTRAL ANGLE OF 35°53'50", AND BEING SUBTENDED BY A CHORD THAT BEARS S27°38'10"W, 59.17 FEET;

THENCE 54.98 FEET ALONG THE ARC OF SAID REVERSE CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 42°33'56", AND BEING SUBTENDED BY A CHORD THAT BEARS S30°58'13"W, 53.72 FEET;

THENCE S52°15'11"W, 56.81 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE 51.56 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVE, SAID ARC HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 49°14'05", AND BEING SUBTENDED BY A CHORD THAT BEARS S27°38'08"W, 49.99 FEET;

THENCE 38.72 FEET ALONG THE ARC OF SAID REVERSE CURVE, SAID ARC HAVING A RADIUS OF 149.00, A CENTRAL ANGLE OF 14°53'15", AND BEING SUBTENDED BY A CHORD THAT BEARS S10°27'43"W, 38.61 FEET;

**EXHIBIT C**

Lot 7, Lot 8, Lot 9 and Lot 10, Falcon Marketplace

October 30, 2019

DBC Project: 20988-00

**LEGAL DESCRIPTION**

**Lot 7, Proposed Falcon Marketplace Subdivision, El Paso County File SF-19-001**

A PARCEL OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 216085936 OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 1, T13S, R65W OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 1 AND CONSIDERING THE NORTH LINE OF SAID SE1/4 OF THE SE1/4 TO BEAR N89°44'22"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S47°12'15"E, 1347.88 FEET TO THE POINT OF BEGINNING;

THENCE S24°51'42"E, 30.48 FEET;  
THENCE N90°00'00"E, 280.99 FEET;  
THENCE S00°29'40"E, 188.59 FEET;  
THENCE S89°49'00"W, 30.01 FEET;  
THENCE S00°29'16"E, 30.00 FEET;  
THENCE S89°49'00"W, 45.00 FEET;  
THENCE S44°39'52"W, 42.29 FEET;  
THENCE S89°49'00"W, 209.37 FEET;  
THENCE N00°02'12"E, 230.17 FEET;

THENCE N24°51'42"W, 40.77 FEET TO A NON-TANGENT POINT OF CURVE CONCAVE TO THE NORTHWEST, FROM WHICH THE RADIAL LINE BEARS N24°51'42"W; THENCE 20.10 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING, SAID ARC HAVING A RADIUS OF 115.000, A CENTRAL ANGLE OF 10°00'56", AND BEING SUBTENDED BY A CHORD THAT BEARS N60°07'50"E, 20.08 FEET;

CONTAINING 71,580 SQUARE FEET (1.643 ACRES), MORE OR LESS.

JOHN C. DAY PLS 29413  
FOR AND ON BEHALF OF  
DREXEL, BARRELL & CO.  
3 SOUTH 7<sup>TH</sup> STREET  
COLORADO SPRINGS, COLORADO 80905



# DBC

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710 11th Street, Suite L-45, Greeley, CO 80631 • 970-351-0645

October 30, 2019

DBC Project: 20988-00

## LEGAL DESCRIPTION

### Lot 8, Proposed Falcon Marketplace Subdivision, El Paso County File SF-19-001

A PARCEL OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 216085936 OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 1, T13S, R65W OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 1 AND CONSIDERING THE NORTH LINE OF SAID SE1/4 OF THE SE1/4 TO BEAR N89°44'22"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S38°54'55"E, 1203.47 FEET TO THE POINT OF BEGINNING;

THENCE N90°00'00"E, 167.31 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE 49.90 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 24°51'42", AND BEING SUBTENDED BY A CHORD THAT BEARS N77°34'09"E, 49.51 FEET;

THENCE S24°51'42"E, 40.77 FEET;  
THENCE S00°02'12"W, 230.17 FEET;  
THENCE S89°49'00"W, 232.65 FEET;  
THENCE N00°00'00"E, 257.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 59,818 SQUARE FEET (1.373 ACRES), MORE OR LESS.

JOHN C. DAY PLS 29413  
FOR AND ON BEHALF OF  
DREXEL, BARRELL & CO.  
3 SOUTH 7<sup>TH</sup> STREET  
COLORADO SPRINGS, COLORADO 80905



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710 11th Street, Suite L-45, Greeley, CO 80631 • 970-351-0645

October 30, 2019

DBC Project: 20988-00

## LEGAL DESCRIPTION

### Lot 9, Proposed Falcon Marketplace Subdivision, El Paso County File SF-19-001

A PARCEL OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 216085936 OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 1, T13S, R65W OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 1 AND CONSIDERING THE NORTH LINE OF SAID SE1/4 OF THE SE1/4 TO BEAR N89°44'22"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S27°48'48"E, 1058.70 FEET TO THE POINT OF BEGINNING;

THENCE N90°00'00"E, 262.00 FEET;

THENCE S00°00'00"E, 257.25 FEET;

THENCE S89°49'00"W, 172.07 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE 89.93 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 11642.00 FEET, A CENTRAL ANGLE OF 00°26'33", AND BEING SUBTENDED BY A CHORD THAT BEARS S89°35'43"W, 89.93 FEET; THENCE N00°00'00"W, 258.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 67,520 SQUARE FEET (1.550 ACRES), MORE OR LESS.

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JOHN C. DAY PLS 29413  
FOR AND ON BEHALF OF  
DREXEL, BARRELL & CO.  
3 SOUTH 7<sup>TH</sup> STREET  
COLORADO SPRINGS, COLORADO 80905



October 30, 2019

DBC Project: 20988-00

**LEGAL DESCRIPTION**

**Lot 10, Proposed Falcon Marketplace Subdivision, El Paso County File SF-19-001**

A PARCEL OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 216085936 OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 1, T13S, R65W OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 1 AND CONSIDERING THE NORTH LINE OF SAID SE1/4 OF THE SE1/4 TO BEAR N89°44'22"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S16°22'05"E, 975.95 FEET TO THE POINT OF BEGINNING;

THENCE N90°00'00"E, 218.96 FEET;

THENCE S00°00'00"E, 258.44 FEET TO A NON-TANGENT POINT OF CURVE CONCAVE TO THE SOUTH, FROM WHICH THE RADIAL LINE BEARS S00°37'33"E;

THENCE 262.24 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 11642.00 FEET, A CENTRAL ANGLE OF 01°17'26", AND BEING SUBTENDED BY A CHORD THAT BEARS S88°43'44"W, 262.24 FEET; THENCE N23°37'18"W, 26.91 FEET; THENCE N00°00'00"W, 185.60 TO A POINT OF CURVE TO THE RIGHT;

THENCE 84.82 FEET ALONG THE ARC OF SAID CURVE TO POINT TANGENT AND THE POINT OF BEGINNING, SAID ARC HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD THAT BEARS N45°00'00"E, 76.37 FEET.

CONTAINING 70,479 SQUARE FEET (1.618 ACRES), MORE OR LESS.

JOHN C. DAY PLS 29413  
FOR AND ON BEHALF OF  
DREXEL, BARRELL & CO.  
3 SOUTH 7<sup>TH</sup> STREET  
COLORADO SPRINGS, COLORADO 80905



**WRITTEN CONSENT OF THE MANAGER  
OF LG CAPITAL, LLC (the "Company")**

The undersigned, being the manager of LG CAPITAL, LLC, a Texas limited liability company (the "Company"), hereby adopts the following resolutions by signing this Written Consent.

**RESOLVED**, that the persons listed on the attached Annex are designated as authorized persons and/or named as officers, directly on behalf of the Company, to take any and all actions, and to execute any and all documents and agreements necessary or advisable in order for the Company to conduct its business in the ordinary course of its operations, such documents to be in such form as such authorized person may approve on the Company's behalf, such approval to be conclusively evidenced by the due execution thereof, and such authorized persons being granted the power and authority to act in the premises as fully and to all intents and purposes as the Company might or could do if a person having the authority to bind the Company was personally present. The persons listed shall only have the authority to take such actions as may be limited by the description adjacent their name on the attached Annex. The authority granted to such listed person shall automatically terminate on the date such person is no longer employed by the Company or an affiliate thereof.

**RESOLVED**, that any and all actions taken by the persons listed on the attached Annex, for and on behalf of the Company, on or prior to the date of this Written Consent be, and the same hereby are, in all respects ratified, confirmed, approved and adopted as acts of the Company.

The undersigned, by signing this Written Consent, waives notice of the time, place and purpose of any special meeting to conduct the business described herein and consents to the transaction of such business and the same shall have the same force and effect as a vote by the undersigned at a properly called and convened special meeting of the Company.

**APPROVED** as of this 20th day of August, 2018.

Leon Capital Partners, LLC, Manager



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Rob Pivnick, General Counsel

**ANNEX**

<u>Individual</u>	<u>Title/Officer</u>	<u>Limitations to Authority</u>
Fernando de Leon	Chief Executive Officer	No limitations; full authority.
Rob Pivnick	General Counsel	No limitations; full authority.
Josh Canafax	Director of Investments	Authority for all investment and financing (including capital, loan, guaranty and entity documentation) related decisions.
Jake Walker	Chief Operating Officer, Managing Director	Authority for all operational aspects, including by way of example, banking, payroll, policies, planning, logistics and procurement, operational policy and implementation, strategy, third party relations, management of support services (e.g., HR, IT, etc.); and Authority for the Company's acquisition, development, asset management and disposition related to real estate deals sourced by such individual only; authority for all aspects related to the Company's self-storage related operations.
Will Tolliver	Managing Director	Authority for the Company's acquisition, development, investment, financing (including capital, loan, guaranty and entity documentation), asset management and disposition of retail properties only.
Jesus Araiza	Managing Director	Authority for the Company's acquisition, development, investment, financing (including capital, loan, guaranty and entity documentation), asset management and disposition of retail properties only.
David Cocanougher	Managing Director	Authority for the Company's acquisition, development, investment, financing (including capital, loan, guaranty and entity documentation), asset management and disposition of MF properties only.
Adam Lentz	Managing Director	Authority for the Company's acquisition, development, investment, financing (including capital, loan, guaranty and entity documentation), asset management and disposition of self-storage properties only.
Aaron Ketchand	Managing Director	Authority for the Company's acquisition, development, investment, financing (including capital, loan, guaranty and entity documentation), asset management and disposition of single family development projects only.
Blake Schroeder	Director of Multifamily Development	Authority for the Company's investment, financing (including capital, loan, guaranty and entity documentation), asset management and disposition of MF properties only.
Matt Wiggins	Senior Director of Finance & Accounting	Authority for all finance and accounting aspects, including by way of example, reporting, tax returns, banking, cash management and reconciliation, financial statements & reporting, financial management and forecasting, budgeting, audits; authority to execute loan documents for all properties and organizational documents for all entities.
Scott Parr	Director of Finance & Accounting	Authority for select finance and accounting aspects, limited to tax returns, banking, cash management and reconciliation, budgeting.
Chance Taylor	Vice President of Asset Management	Authority for asset management of multifamily assets only.
Ryan Griffin	Director of Leasing	Authority for leasing related aspects only.
James Stone	Director, Single Tenant Division	Authority for the Company's acquisition and investment of retail properties only.
Monica Marino	Executive Assistant	Authority for procurement of third party services for the Company.

All individuals detailed above have the authority and duties that are normally associated with the title, if any, adjacent to their name and may conduct business operations of the Company as aforesaid in the name of such title or as "Authorized Signatory."