

March 30, 2021

VIA ELECTRONIC UPLOAD

El Paso County Planning and Community Development 2880 International Circle Colorado Springs, CO 80910

Attn: Kari Parsons

Re: Letter of Intent Concerning Formation of Cloverleaf Metropolitan District

Dear Sir/Madam:

On behalf of PT Cloverleaf, LLC (the "Applicant"), we are submitting this letter of intent to form a Title 32 metropolitan district in El Paso County (the "County") to be known as "Cloverleaf Metropolitan District" (the "District"). The Applicant is concurrently seeking approval of a residential subdivision to be known as Cloverleaf, situated on property owned by the Applicant in the northern part of the County near the northeast corner of Jackson Creek Parkway and Higby Road, west of Cloverleaf Road. The proposed Cloverleaf subdivision is expected to contain 144 single-family residential units on a total of 38.78 acres, with 141 of those single-family residential units located on 37.27 acres within the District's boundaries. Approximately 1.51 acres of the Cloverleaf subdivision is not being included within the proposed District's boundaries because those 1.51 acres contain three isolated ½ acre lots. These three isolated lots will not benefit from the proposed District's services because public roads and utilities already exist in the vicinity of these lots, and stormwater management will be provided by onsite sand filters BMPs installed by the builder.

We respectfully request consideration of the Service Plan for the District by the Planning Commission and then the Board of County Commissioners.

A. Purpose of the District

The District will be organized to provide, finance, construct, own, manage, and operate public improvements, infrastructure and services related to the development of the residential subdivision to be known as "Cloverleaf". The District will have the power and authority to provide the public improvements and related operation and maintenance services as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, including, but not limited to, the following: water, sanitation, storm drainage, street and roadway improvements,

transportation improvements, traffic and safety controls, parks and recreation improvements, mosquito control, fire protection, television relay and translation facilities, covenant enforcement, security services and solid waste disposal, subject to the limitations of the District's Service Plan.

The overall need for creation of this District is that there are currently no other governmental entities located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the public improvements needed for the Cloverleaf subdivision. The existing metropolitan districts within the vicinity of the proposed District were formed in connection with specific subdivisions and by different developers. It would not be in the financial interests of the residents and property owners within these existing metropolitan districts to undertake the funding of the public improvements within the District based on their respective service plan limitations. It could adversely affect the current residents and property owners within those metropolitan districts who do not wish to fund public improvements from which they will not receive any services or benefit.

The proposed Cloverleaf Metropolitan District is already within the boundaries of the Woodmoor Water and Sanitation District No. 1 ("WWSD"). WWSD is expected to be the water and sewer provider for the District and the District will convey the water and sewer infrastructure to WWSD; however, WWSD has confirmed in correspondence dated December 3, 2020 attached hereto that it will not be financing or constructing any capital facilities for the Cloverleaf subdivision, including, but not limited to, water mains, sanitary sewer mains, service laterals, lift stations, etc. needed to connect to its system and thus creates the need for the District. The District will fund and construct the approximately 5,660 lf of 6" PVC pipe to connect to the existing WWSD water system. Formation of the District is necessary to provide the public improvements required for the Cloverleaf subdivision in the most economic manner possible by spreading the costs of the public improvements among those property owners who will benefit from the public improvements being constructed.

The public improvements that the District intends to finance and construct within the Cloverleaf subdivision include, but are not limited to, a sanitary sewer collection system, a water distribution system with fire hydrants, relocation of existing non-potable (irrigation) water main, storm water quality and detention ponds with associated storm sewer, street improvements consisting of grading, base course, curb and gutter, and asphalt paving, streetlights, landscaping, perimeter fencing, an entrance monument, open space and a public gravel trail system.

B. Justification

The District will generate most of the tax revenue sufficient to pay the costs of the public improvements and create several benefits for the residents of the Cloverleaf

subdivision and the County. In general, those benefits are: (a) administration of the design, acquisition, installation, construction, financing, operations, and/or maintenance of public improvements, and delivery of those public improvements in a timely manner; (b) maintenance of a reasonable tax burden on all residents of the District through proper management of the financing and operation of public improvements; and (c) assurance that public improvements required by the County are designed, acquired, installed, constructed, financed, operated, and/or maintained in a timely and cost effective manner by which to protect residents, bondholders, and the County from the risk of development.

C. Development and Financial Plans

The property compromising the District is owned by the Applicant, PT Cloverleaf, LLC, and is currently undeveloped. The Service Plan contains an estimate of the total infrastructure capital costs in the amount of \$8,440,768 (in 2021 dollars), of which it is estimated that \$5,855,658 (in 2021 dollars) are district-eligible public improvement costs,. This cost estimate was prepared by Developer representatives and reviewed by civil engineers. The financing model attached to the Service Plan is an example of the manner in which the District may finance those public improvements. It is anticipated that the provision of public facilities and services by the District will be primarily financed by the issuance of bonds, secured by the District's ad valorem taxing authority. This model demonstrates that the District is capable of providing sufficient and economic service within the Cloverleaf subdivision, and that the District has or will have the financial ability to discharge the District's debt on a reasonable basis. Prior to the issuance of any debt, costs for public improvements, organizational costs and funding for operations and maintenance may be paid by the Applicant and subsequently reimbursed to the Applicant by the District. It is anticipated that in the formative years the District will have shortfalls in funding its capital costs and monthly operations and maintenance expenses. The Applicant may fund these obligations for the District to promote the development subject to the Applicant being repaid from future District revenues. The amount of debt issued by the District to finance the public improvements will be in accordance with the limitations of the approved Service Plan.

D. Justification for District Formation in conjunction with Land Use Approval Process

The Applicant wishes to seek approval of the formation of the District contemporaneously with the County's consideration of the underlying land use applications. The property comprising the District is currently zoned RS-20000 (Residential Suburban District), and the Developer has requested to rezone the property to RS-5000 (Residential Suburban District) with a 5,000 square foot minimum lot size. The 37.27-acres that will comprise the District is an undeveloped parcel that forms part of Tract B of the Woodmoor Placer subdivision, originally platted in 1972. The other 3 isolated lots within the proposed Cloverleaf subdivision that will not be located within the District's boundaries are part of the Woodmoor Greens Subdivision, which was also platted in 1972. The property that formed part of the Woodmoor Placer and Woodmoor Greens subdivisions was originally intended to be a golf course. This use did not come to fruition and the areas remain vacant.

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In June of 2020, the Developer submitted a rezoning and Preliminary Plan application to the County, and the second submittal was made September 15, 2020. Revised submittals were made in December, 2020, January 2021 and more recently in March 2021. Final Plat and construction documents will be submitted to the County in 2021. The Developer is requesting that the County consider the District's formation in conjunction with the land approval process so that following the organizational election which will be held in November of 2021, the District can then move forward with public financing to fund the public improvements that will be constructed in accordance with the approved development plan.

E. Compliance with County Master Plan

The land use proposed for the property within the District is in general conformance with the policies of the County Master Plan including applicable Small Area Plans or there has been a substantial change in the character of the neighborhood since the land was last zoned. Specifically, the following policies contained within the County Master Plan are relevant to the Cloverleaf subdivision proposed for the property within the District:

- **Policy 6.1.3:** Encourage new development which is contiguous and compatible with previously developed areas in terms of factors such as density, land use and access.
- **Policy 6.1.13:** Encourage the use of carefully planned and implemented clustering concepts in order to promote efficient land use, conservation of open space and reduction of infrastructure costs.
- **Policy 6.1.7**: Encourage infill development which complements existing uses, is consistent with Small Area and other adopted plans.
- **Policy 6.1.8**: Encourage incorporating buffers or transitions between areas of varying use or density where possible.
- **Policy 6.1.11**: Plan and implement land development so that it will be functionally and aesthetically integrated within the context of adjoining properties and uses.
- **Policy 6.4.4:** Encourage new rural residential subdivisions to be located within or contiguous with existing rural residential areas or to be incorporated as a buffer between higher density and undevelopable areas.
- **Policy 13.1.1:** Encourage a sufficient supply and choice of housing at varied price and rent levels through land development regulations.
- **Policy 13.1.2**: Support the provision of land use availability to meet the housing needs of county residents.

The proposed Cloverleaf subdivision within the District's boundaries is consistent with the foregoing policies of the County Master Plan which encourages infill development that complements existing uses. In addition, the Woodmoor Open Space Coalition ("WOSC") was formed by a group of local residents with the intent of purchasing undeveloped tracts in this area as public open space use from the current owners, the Gary E Walters Trust and the Walters Family Partnership LLLP (collectively, the "Walters Family"). The Walters Family agreed to the sale of seventy (70) acres as open space, provided at least 30 acres were developed for residential lots. In order to raise the funds for this land purchase, WOSC will simultaneously sell small portions of the open space to individual adjacent lot owners as extension of their lots. The combination of the Cloverleaf subdivision with the WOSC open space purchase enables the conservation of a substantial area of open space for the benefit of the surrounding neighborhood.

The County's Master Plan encourages a variety of housing options that allow for a balance of mutually supportive land uses in a more urban area of the County. The proposed RS-5000 zoning will provide a transition from the lower density ½ acre residential lots to the west and north, and the higher density townhome development to the south and east and will not result in any problems or conflicts. The subdivision design also incorporates open space buffers to the east, north and west.

Small Area Plan

The property within the District's boundaries is located within the area also covered by the 2000 Tri-Lakes Comprehensive Plan ("Tri-Lakes Plan"). The development is within Sub-Area 7, Woodmoor, which is identified as an area for medium density residential development. Most of the Woodmoor Sub-Area is zoned for single-family development, with areas zoned for multi-family and commercial development. The Tri-Lakes Plan indicates that most new development with this Woodmoor Sub-Area is infill, as the Woodmoor Sub-Area is nearly built out. The proposed rezoning to RS-5000 will facilitate infill development and is consistent with the medium density designation in the Tri-Lakes Plan.

Water Master Plan

The planning for the property within the District's boundaries further conforms to the following goals and policies of the County's Water Master Plan:

- Goal 1.1 Ensure an adequate water supply in terms of quantity, dependability and quality for existing and future development.
- Goal 3.1 Promote cooperation among water providers to achieve increased efficiencies on infrastructure.
- Goal 3.2 Promote cooperation among water providers to achieve increased efficiencies on treatment.
- Goal 3.7 Encourage the interconnection of infrastructure owned by water providers and projects that will have access to more than one water source, both to foster conjunctive use and to better accommodate water supply emergencies.
- *Goal* 5.1 *Identify the potential water supply gap at projected full development build-out (2060).*
- *Goal* 5.4 *Promote the long-term use of renewable water.*

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- Goal 5.5 Identify any water supply issues early on in the land development process.
- *Goal* 6.0 *Require adequate water availability for proposed development.*
- Policy 6.0.8 Encourage development patterns and higher density, mixed use developments in appropriate locations that propose to incorporate meaningful water conservation measures.
- *Policy* 6.0.11– *Continue to limit urban level development to those areas served by centralized utilities.*

The proposed District property is located within Region 2, Monument area, which the County Water Master Plan describes as follows: "Region 2, located in the northwest corner of El Paso County, is expected to experience significant growth through 2060. The I-25 corridor passes through the center of the region and offers optimal growth areas in and around the Towns of Palmer Lake and Monument. Growth is anticipated along both the east and west sides of I-25 by 2040. "

As noted in the County's Water Master Plan, Region 2 has a current water supply of 13,607-acre feet per year and a current demand of 7,532-acre feet per year. The 2040 water supply for Region 2 is projected to be 20,516-acre feet per year and the project demand is 11,713-acre feet.

The potable water demand for the Cloverleaf project is calculated on a single-family equivalent (SFE) basis. Based on the Single-Family Home average annual water usage of 0.3584 ac.ft./year¹ and a Peaking Factor of 5.0², the average daily use for the 144 single family lots³ will be as follows:

- 144 lots x 0.3584 ac.ft./yr = 51.61 acre feet annually = 46,074 gallons per day
- Peak daily flow will be 46,074 gpd X 5.0 peak factor = 230,370 gallons per day

There are 1.74 acres of irrigated open space and tracts proposed within the Cloverleaf subdivision. Based on WWSD's estimated annual use factor of 0.5 acre feet per year per acre, the open space irrigation needs of the Cloverleaf subdivision are estimated at 0.87 acre feet per year in addition to the above average daily and peak flow estimates for the residential lots. These needs are not included in the above average daily or peak flow estimates for the lots.

WWSD has been in existence for many years and has developed its water demand values based on its experience with actual usage. Per the County's Land Development

¹ Water System demands shown below were established using annual demand values provided by Woodmoor Water and Santiation District for single family homes and irrigation.

² Peaking factors were taken from the "Colorado Springs Utilities Waterline Standards".

³ There are 3 lots under the existing RS-20000 zoning that are included on the Preliminary Plan for Cloverleaf, but are not located within the District boundaries.

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Code (LDC) when using alternative water demand estimates, a calculation providing the presumptive use values within the LDC must also be calculated and is shown below:

- Single Family Home 0.264 ac.ft./year
- Lot Landscaping 0.0566 ac.ft./year per 1,000 sq. ft.
- Common Area Irrigation 2.46 ac.ft./year per acre
- 144 Single Family Homes X 0.26 ac.ft./yr = 37.44 ac.ft/year
- 133 lots w 2,000 sf of landscaping X 0.0566 ac.ft./yr = 15.06 ac.f./year
- 8 Lots with 5,000 sf of landscaping X 0.0566 ac.ft/yr. = 2.26 ac.f/year
- 3 lots w 8,000 sf of landscaping X 0.0566 ac.ft./yr = 1.36 ac.f./year
- 1.74 ac Common Area Irrigation X 2.46 ac.ft./yr = 4.28 ac.f./year

Total Annual Water Demand per LDC = 60.4 ac.ft./year Total Annual Water Demand per WWSD = 51.61 ac.ft./year

A copy of the WWSD Long-Range Plan Update 2017 ("LRP Update") was provided in connection with the underlying land use applications. The LRP Update evaluates water supply, operations, treatment, water distribution, and wastewater collection. Based on data contained in the LRP Update regarding the water resources that are available to WWSD, subdivisions served by WWSD will be supplied with water resources meeting the requirements of the County's 300-year water supply regulations. A commitment to serve letter for Cloverleaf Subdivision has been issued by WWSD confirming that WWSD has sufficient supply and existing infrastructure in the area to serve the Cloverleaf development. The Applicant and WWSD have further executed a Supplemental Water Usage and Service Agreement enclosed with this letter (which has not been recorded yet), that provides as follows: "The anticipated water demand for the Development, as calculated by the Developer is 54.630 acre-feet per year (150 homes⁴ X) 0.3584 acre fee/home + 1.74 acres of irrigated common space x 0.50 acre feet/acre)." Pursuant to the Supplemental Water Usage and Service Agreement, WWSD agrees to serve the Cloverleaf Subdivision with 54.630 acre-feet per year to meet the anticipated water demand.

The quality of the water produced by the WWSD for domestic and commercial consumption is subject to regulations prescribed by the CDPHE that limit the amount of certain contaminants in treated or untreated water. The water distribution system design for this project will conform to all applicable criteria set forth by the County and WWSD.

F. Service Plan Conformity

The Service Plan for the proposed District is in conformance with the statutory requirements for a service plan, as well as the County's Special District Policies. The Service Plan further contains evidence of each of the following necessary for the Board of

⁴ The Cloverleaf subdivision is now anticipated to include 144 homes, as opposed to the 150 homes originally contemplated at the time of the Supplemental Water Usage and Service Agreement.

County Commissions to approve the Service Plan pursuant to Colorado law and the County's Land Development Code:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

The demand for housing in the area is high, and the District will provide for the construction of those public improvements needed to sufficiently serve the future residents of the Cloverleaf subdivision. The District will also provide for ongoing operations and maintenance of the open space, storm water quality and detention ponds, one interior non-dedicated street (Walters Point) and the public trails within the subdivision.

2. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

There are currently no other governmental or special district entities located in the vicinity that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, and financing of the public improvements needed for the Cloverleaf subdivision. The proposed District will provide funding for the provision of the required public improvements, as well as a funding mechanism for the perpetual maintenance needs.

3. The proposed District is capable of providing economical and sufficient service to the Project.

The District will provide those public improvements and services necessary for the Cloverleaf subdivision. The District can finance these improvements and services through an ad valorem tax on the property within the District, which reduces the end home price for potential buyers. The District's proposed mill levy is in line with comparable districts in the general area. The District will ensure that public improvements are constructed in a reasonable and timely manner, and as mentioned above, the District will further provide adequate and perpetual maintenance of the open space, storm water quality and detention ponds, one interior non-dedicated street (Walters Point) and the public trails within the subdivision.

4. The area to be included in the proposed District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

The Financial Plan attached to the Service Plan demonstrates that the District has the financial ability to discharge the debt that the District intends to incur to finance the public improvements on a reasonable basis. Based upon the development assumptions provided by the Developer and the financial assumptions contained in the projected Financial Plan for the proposed District, the projected revenue is sufficient to retire all anticipated debt within the restrictions set forth in the District's Service Plan, including but not limited to the maximum debt mill levies and maximum maturity period. 5. Adequate service is not, and will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

There are no existing governmental entities or special districts located in the vicinity of the District who are willing or capable of providing the necessary public improvements and services that the District will provide in a reasonable time and on a comparable basis. Once the District constructs the necessary infrastructure for the water and sewer system, Woodmoor Water and Sanitation District will provide water and sewer services to the District. The District can facilitate this development that may otherwise not be possible.

6. The facility and service standards of the proposed District are compatible with the facility and service standards of the County.

The public improvements will be designed and constructed in accordance with the applicable County standards, as well as the standards of the governmental entity to which such public improvements will be dedicated (including, with respect to storm sewer and drainage facilities, the applicable NPDES standards). One interior street (Walters Point) will not be dedicated to the County for operations and maintenance; the District will operate and maintain Walters Point.

7. The proposal is in substantial compliance with the County master plan.

The proposed District will consist of residential development and is contiguous to existing residential subdivisions. This is consistent with the County master plan which encourages infill development that complements and transitions to existing uses. Lewis-Palmer School District 38 ("District 38") has not made any specific request with relation to this development. District 38 will receive Impact Fees paid at the time of subdivision and will also collect a mill levy of 41 mills from property owners within the District to fund any capacity issues.

8. The creation of the proposed District is in the best interests of the area proposed to be served.

The District will provide the needed infrastructure to develop the property consistent with the option to finance those improvements through the issuance of bonds secured by the District's *ad valorem* taxing authority, without placing an undue burden on the existing infrastructure of the County or other special districts. The District would ensure there is an orderly and planned development of the proposed public improvements.

Major Service Plan Points

- Approximately 37.27 acres of property within the boundaries of the District
- Anticipated development of 141 single family residential units.
- Completion of an estimated \$8,440,768 (\$5,855,658 of which are eligible costs) of public improvements, including streets, water and sanitary sewer systems, stormwater and drainage improvements, landscaping, park and recreation improvements
- Requested debt authorization of \$8,000,000 to allow for inflation, contingencies, and unanticipated changes from the date of approval of the District's Service Plan.
- 30-year maximum period of maturity for issuance of any Debt (except for Developer Funding Agreements)
- Maximum Combined Mill Levy of 65 mills, consisting of a Debt Mill Levy of 50 mills, an Operational Mill Levy of 10 mills and a Special Purpose Mill Levy of 5 mills
- Public Improvements to be constructed to County and other applicable standards and specifications
- An Annual Report and Disclosure Form will be submitted to the County regarding the District's activities, and filed with the Division of Local Government and the State Auditor

G. Conclusion

The organization of the Cloverleaf Metropolitan District is in the best interests of the future residents of the area proposed to be served by the District. The District will ensure that construction of the public improvements occurs in a timely manner and in accordance with applicable standards. The District will further generate the tax revenue sufficient to pay for the costs of those public improvements, services and ongoing maintenance. Sincerely,

ICENOGLE SEAVER POGUE A Professional Corporation

Jennifer L. Ivey

Enclosures (Dec. 3, 2020 letter from WWSD & Supplemental Water Usage and Service Agreement) cc: Andrew Biggs Joe DesJardin



September 11, 2020

- To: PT Cloverleaf, LLC
- Attn: Joseph W. DesJardin, P.E. 1864 Woodmoor Drive, Suite 100 Monument, CO 80132
- RE: Water and Wastewater Service Commitment Preliminary Plan - Cloverleaf Subdivision

EPC Parcel Numbers:	7123102047, 7123102048, 7123102050, 7123103007,
	7124202236, 7124202239, 7124202240

Dear Mr. DesJardin:

The purpose of this letter is to summarize the current level of water and wastewater service commitment from the Woodmoor Water and Sanitation District No. 1 (the District) as of the date of this letter.

Services - Current Commitment

The District has reviewed a preliminary plan for the above referenced developments as prepared by N.E.S., Inc., dated June 1, 2020 (see attached Exhibit A). The development is currently located with the service boundaries of the District and it is the Districts understanding that PT Cloverleaf, LLC (PT) intends to construct 150 single family detached homes across seven (7) existing lots/tracts of land (see above and attached Exhibit B) which, collectively, comprise 38.727 Acres of land.

Currently PT possesses a supplemental water service option agreement from the District in sufficient quantity to meet the projected water demands of the development (filed under Reception No.220108352 in the records of the El Paso County Clerk and Recorder).

Supplemental water service is required to be obtained from the District's Board of Directors by the Developer when a development's water demand is estimated to exceed the District's the standard water service policy. As currently proposed, District water and wastewater resources are adequate to serve the development and the District is committed to serving the development with

water and wastewater services in accordance with the supplemental water service option agreement and all District rules, regulations and policies.

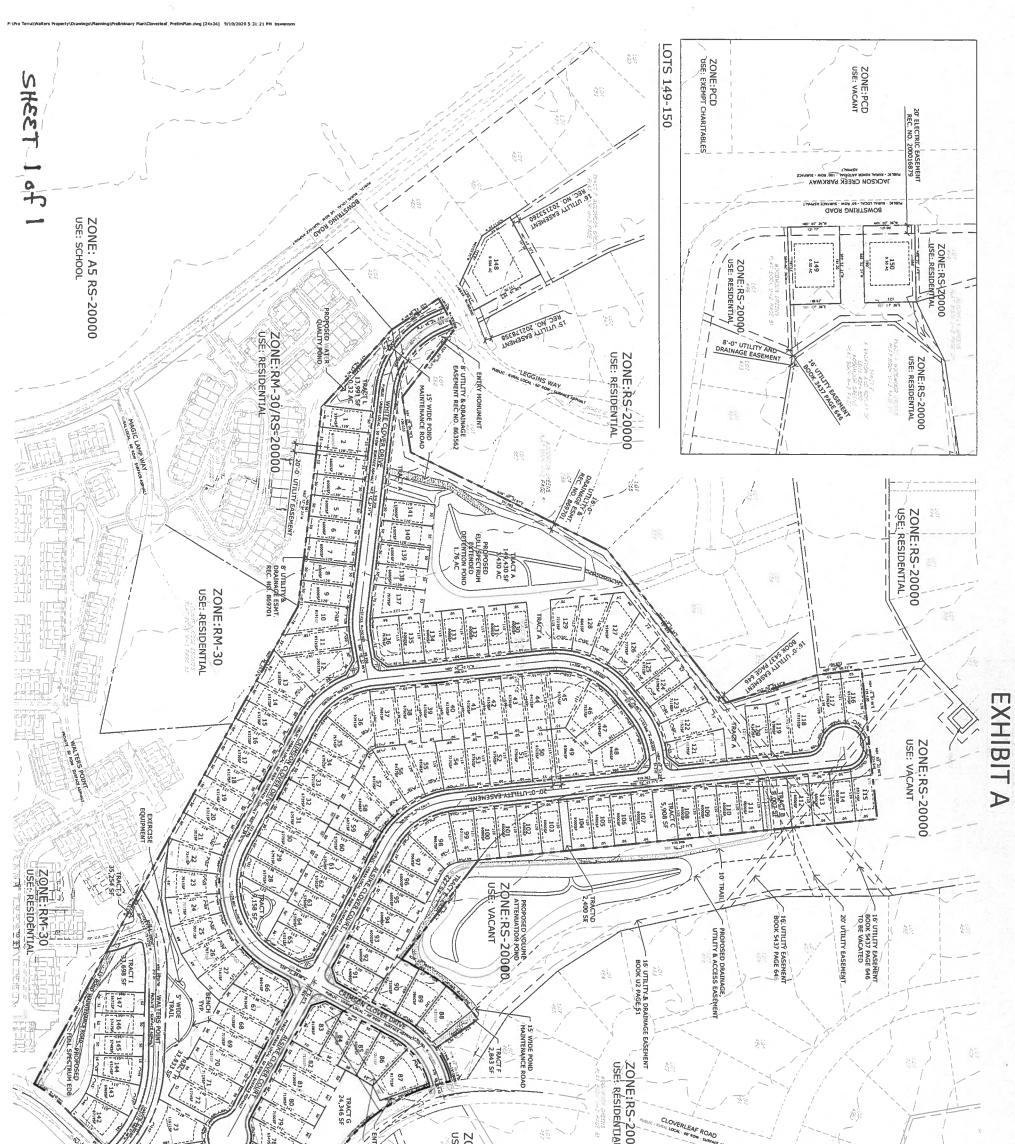
If you should have any questions or need further assistance, please contact me.

Sincerely, r acado

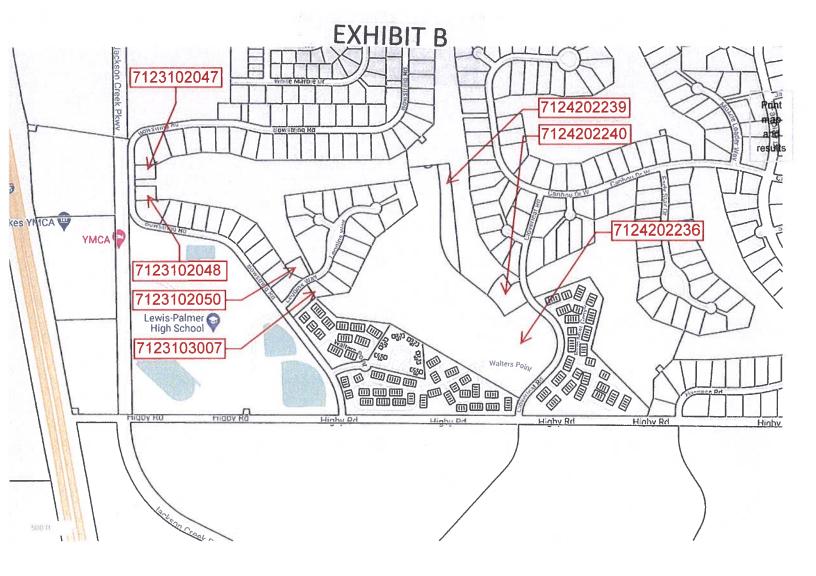
Jessie J. Shaffer District Manager

Cc: Dan LaFontaine – Operations Superintendent Ariel Hacker – District Engineer

JJS:js



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December 3, 2020

To: PT Cloverleaf, LLC

- Attn: Joseph W. DesJardin, P.E. 1864 Woodmoor Drive, Suite 100 Monument, CO 80132
- RE: Cloverleaf Metropolitan District Proposed Development - Cloverleaf Subdivision

Dear Mr. DesJardin:

The Woodmoor Water and Sanitation District No. 1 (WWSD) has reviewed a draft service plan for the formation of new Metropolitan District which, if approved, would create overlapping jurisdictions within the development proposed. After reviewing the draft service plan, it's clear that the Cloverleaf Metropolitan District does not intend, nor is it seeking to provide water and sanitary sewer services (Ref: Paragraph III.D). In addition, it's clear that those services are to be provided by WWSD. WWSD has informed PT Cloverleaf (PT) that it will not be financing or constructing any capital facilities for the Cloverleaf development including, but not limited to; water mains, sanitary sewer mains, service laterals, lift stations, etc. necessary to serve the development. WWSD understands that this is why PT is seeking to organize the Cloverleaf Metropolitan District. Please note that pursuant to WWSD rules and regulations, water and sanitary sewer infrastructure is required to be transferred to WWSD free and clear of any liens or encumbrances prior to services commencing.

If you should have any questions or need further assistance, please contact me.

Sincerely,

Jessie J. Shaffer District Manager

Cc: Dan LaFontaine – Operations Superintendent Ariel Hacker – District Engineer

JJS:js

SUPPLEMENTAL WATER USAGE AND SERVICE AGREEMENT

by and between

WOODMOOR WATER & SANITATION DISTRICT NO. 1

and

PT CLOVERLEAF, LLC

This Supplemental Water Usage and Service Agreement (this "Agreement") is entered into and effective this <u>//</u> day of <u>///</u>, 2020 between the **WOODMOOR WATER** & SANITATION DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and PT CLOVERLEAF, LLC, Colorado limited liability company (the "Developer").

WHEREAS, the District is the owner of all of the underground water rights within its boundaries, and has established a policy of allocating one-half $(\frac{1}{2})$ acre-foot of water per acre, per year, to each property within the District (the "Water Policy"); and

WHEREAS, the Developer is the owner of and developing six (6) parcels of property, totaling 38.727 acres and all located within the District's boundaries, and which are described and shown in **Exhibit A** as Parcel 1 and Parcels 2-1 through 2-5 (collectively, the "Property"), on which Developer intends to construct 150 single family homes and other improvements including irrigated common landscape and non-irrigated common landscape (the "Development") and

WHEREAS, pursuant to that certain Water Allowance Transfer Agreement entered into April 29th, 2003 and recorded in the records of the Clerk and Recorder of El Paso County, State of Colorado, under reception number 205040027 (the "Transfer Agreement"), the District and the then owners of the Property agreed to allocate the water service commitment under the Water Policy attributable to Remainder Parcels, as defined therein, to the Multi-Family Parcels, as defined therein; and

WHEREAS, by virtue of said Transfer Agreement and the allocation of water service commitment agreed to therein the Property and certain other property (collectively referred to herein as the "Walters Property") are allocated, 4.293 acre feet of water per year or .0321 acre feet of water per year per acre of the Walters Property; and

WHEREAS, the Property comprises a portion of the Walters Property and is entitled to a pro rata share of the 4.293 acre feet of water per year or .0322 acre feet of water per year per acre (the "Transfer Agreement Allocation"); and

WHEREAS, WOSC, LLC, a Colorado limited liability company ("WOSC") is the owner of nine (9) parcels of property, totaling 94.4242 acres and all located within the District's boundaries, and which are described and shown in **Exhibit B** as Parcel 1 through Parcel 9 (collectively, the "WOSC Land"). The WOSC Land comprises the remainder of the Walters Property and is entitled to a pro rata share of the 4.293 acre feet of water per year which equates to 3.044 acre feet of water per year (the "WOSC Transfer Agreement Allocation"); and

WHEREAS, pursuant to that certain Agreement Concerning Woodmoor Water and Sanitation District Water Service Commitment entered into July 16, 2020, and recorded in the records of the Clerk and recorder of El Paso County, State of Colorado, under reception number _____, WOSC and the Developer agreed to allocate the entire WOSC Transfer Agreement Allocation to the Property; and

WHEREAS, the Development's anticipated water service demand at build-out is expected to be such that the Development will use more water than is allocated to the Property under the District's Water Policy and the Transfer Agreement Allocation; and

WHEREAS, to the extent the District, in its sole discretion, determines that the District's resources are adequate, the District may allocate water service to the Development for use on the Property in an amount over and above that allocated under the Water Policy and Transfer Agreement Allocation (the "Supplemental Water Service"), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the District has decided to allocate Supplemental Water Service for use on the Property subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Developer desires that it be able to use the Supplemental Water Service Share, as hereafter defined, on the Property in a fashion that meets Developer's commercial needs.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and sufficient consideration, the parties agree as follows:

1. <u>Adjusted Water Policy Share</u>. Pursuant to the Water Policy and Transfer Agreement, the District may allocate for service to the Property a proportionate amount of the Transfer Agreement Allocation plus the WOSC Transfer Agreement Allocation. The pro rata share, which is equal to 1.249 acre feet annually plus the WOSC Transfer Agreement Allocation, which is 3.044 acre feet annually equals 4.293 acre feet annually (the "Adjusted Share"). The District shall serve the Property with the Adjusted Share, subject to the District Rules and Regulations, as amended from time to time, and subject to availability of resources adequate to meet all prior District allocations.

2. <u>Developer Calculated Total Demand</u>. The anticipated water demand for the Development, as calculated by the Developer is 54.630 acre-feet per year (150 homes x 0.3584

acre feet/home + 1.74 acres of irrigated common space x 0.50 acre feet/acre) (the "Calculated Demand"). The Calculated Demand is based on the District's Standard Demand Table.

3. <u>Supplemental Water Service Share Reservation/Option, Charge and Requirements.</u>

- a. Supplemental Water Service Share. The total anticipated supplemental water demand for the Development at buildout is 50.337 acre-feet/year based on the District's Standard Demand Table. The District agrees, subject to the terms of this Agreement and the District Rules and Regulations, as amended from time to time, and subject to availability of resources adequate to meet all prior District allocations, to serve the Property with 50.337 acre-feet/year of supplemental water service (the "Supplemental Water Service Share").
- b. *Reservation/Option Charge*. In exchange for the District's commitment to provide supplemental water service described herein, the Developer agrees to pay the District:

(i) <u>For 2020</u>. Concurrently with the execution of this Agreement, Developer shall pay \$40,702.95 for the 2020 Annual Option Payment (as defined in 3.b(ii) below) calculated as 6/12 of calendar year 2020 for which water service shall be available and assuming that the full amount of the Supplemental Water Service share is optioned in 2020.

(ii) <u>For 2021 and Beyond</u>. By January 30, 2021, and by January 30 of each subsequent year, Developer shall pay to the District a sum of money equal to the following:

Tier 2 Option Payment:

38.727 acre-feet of the Supplemental Water Service Share is classified as "Tier 2" supplemental water under the District's policy (the "Tier 2 Reserve Share"), as defined and described in the District's Supplemental Water Policy. The option payment for the Tier 2 Reserve Share shall be the then existing Supplemental Water Base Rate (as established by the Water Policy, from time to time, currently \$29,000/acre foot) multiplied by 0.05 then multiplied by 38.727 acre feet, or the balance of the Tier 2 Reserve Share, whichever is less.

Tier 3 Option Payment:

11.610 acre-feet of the Supplemental Water Service Share is classified as "Tier 3" supplemental water under the District's policy (the "Tier 3 Reserve Share") and Tier 3 Reserve Share water shall be available and provided only to the extent Developer fully utilizes all Tier 2 Reserve Share first in a particular year. The option payment for the Tier 3 Reserve Share is the then existing Supplemental Water Base Rate (as established by the Water Policy, from time to time, currently \$29,000/acre foot)

multiplied by a 1.5 premium multiplier, multiplied by 0.05 then multiplied by 11.610 acre feet or the balance of the Tier 3 Reserve Share, whichever is less.

The Tier 2 Option Payment and the Tier 3 Option Payment are collectively referred to as the "Annual Option Payment". Regardless of whether the Developer exercises the option on some or all of the remaining Supplemental Water Service Share in a given year, the Developer shall not receive a rebate on any portion of the first or any subsequent Annual Option Payment. For purposes of calculating the Annual Option Payment due in the year this Agreement is entered into, a partial month shall be treated the same as a full month.

The Developer may exercise its option on the Supplemental Water (iii) Service Share, or any portion of the Supplemental Water Service Share, at any time, subject to the limitations and conditions contained in this Agreement, by paying the District a sum of money equal to: the then current Supplemental Water Service Base Rate multiplied by the number of acre feet of Supplemental Water Service Share the Developer is ready to use on the Property that are Tier 2 Reserve Share plus the sum of the then current Supplemental Water Service Base Rate multiplied by 1.5 multiplied by the number of acre feet of Supplemental Water Service Share the Developer is ready to use on the Property that are Tier 3 Reserve Share. Unless the Developer furnishes the District with written notice terminating the option on the Supplemental Water Service Share (or any portion thereof) by January 1, the Developer shall pay by January 30th of each year the Annual Option Payment. The District shall keep all Annual Option Payments regardless of whether the Property is developed. In the event the Developer fails to pay the Annual Option Payment when due, this Agreement shall terminate 30 days after written notice is given by the District and the District shall cease to set aside and make available the Supplemental Water Service Share and Developer shall forfeit all amounts paid for Annual Option Payments.

c. Conditional Acceptance Requirement; Charges. Developer, (as used in this Agreement, Developer means Developer, and its assigns and successors), shall within 365 days of having paid in full for the purchase of the Supplemental Water Service Share: obtain the District's conditional acceptance, granted in its sole discretion, of utilities installation for the Development or any such phase of the Development. If the Developer fails to meet the aforementioned requirement, then the Developer shall annually pay to the District the difference (per acre-foot) between the then current aggregate value of the Supplemental Water Service Share (based on the existing Supplemental Water Base Rate) and the previous year's aggregate value of the Supplemental Water Service Share (based on the District's previous year's Supplemental Water Base Rate). The Developer shall be responsible for paying such amount within ten (10) days from the date of the notice issued in writing by the District ("Notice") and thereafter annually by July 31st (if the Notice was provided on or after December 31st but before July 21st) or

by January 10th (if the Notice was provided on or after July 21st but before December 31st). Failure to timely pay such annual amount may result in the District withholding any and all water service to the Property until such time as payment in full has been made. The Developer's obligation to make such annual payments shall terminate upon the Developer obtaining conditional acceptance of the utilities installation for the Development or any such phase of the Development, albeit late; regardless of when conditional acceptance is obtained, Developer is not entitled to receive a rebate on any portion of the annual payments due under this section.

4. <u>Agreement shall bind the Property</u>. This Agreement shall be recorded in the real estate records in office of the El Paso County Clerk and Recorder and all of the commitments contained herein shall run with the land and be binding upon the Property, and all portions thereof, and shall bind all future owners of all or any portion of the Property.

5. <u>Limitations Upon Supplemental Water Service Commitment</u>. The District's commitment to furnish the Supplemental Water Service to the Property is not intended to and does not exempt the Property from the District Rules and Regulations. The Property is subject to all provisions of the Rules and Regulations, as the same may be amended from time to time, including but not limited to those provisions that allow the District to discontinue or decrease water service in the case of a water shortage or other emergency.

6. <u>District is Not Conveying a Water Right</u>. This Agreement is not intended to, and does not, convey to the Developer any water right (decreed or undecreed) owned by the District.

7. <u>No Speculation</u>. Nothing herein is intended nor shall it be construed as a grant to Developer or any of its assigns or its successors in interest to the Property a right to speculate on the Supplemental Water Service Share described in this Agreement. Developer, including its assigns and its successors, shall not speculate on the Supplemental Water Service Share or take any action or do anything that would allow any other person to speculate on the Supplemental Water Service Share.

8. <u>Reversion</u>. In the event the use or zoning of any portion of the Property is modified by El Paso County such that the Supplemental Water Service, or any portion thereof, is determined by the District to no longer be needed to meet the applicable water requirements, then the Supplemental Water Service or such portion thereof which is no longer needed, shall revert back to the District, who shall cease to allocate it annually for the Property.

9. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties on the subject contained herein and it may only be modified or amended in writing, signed by both parties.

10. <u>Governing Law</u>. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

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11. <u>Assignment</u>. This Agreement shall not be assigned without prior written consent of the non-assigning party.

WOODMOOR WATER AND SANITATION DISTRICT NO. 1

By: Brian X. Bush Title: President

Attest:

William Ellewett

By: William F. Clewe, III

Title: Secretary

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

The foregoing instrument was acknowledged before me this 11 day of Quy, 2020, by Brian X. Bush and William F. Clewe, III as President and Secretary of Woodmoor Water and Sanitation District No. 1.

WITNESS my hand and official seal.

My commission expires: 12-23- 22 Notary Public

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	MARSHA HOWLAND NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20104058079 MY COMMISSION EXPIRES DEC 23, 2022
	NOTARY PUBLIC - STATE OF COLORADO

T CLOVERLEAF, LLC

By: Andrew J. Biggs Title: Manager

SS.

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 16 day of July, 2020, by Andrew J. Biggs as Manager of PT CLOVERLEAF, LLC.

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)

WITNESS my hand and official seal.

My commission expires: $\underline{02 - 26 - 2022}$

imbaly Maguine Notary Public

KIMBERLY J MCGUIRE Notary Public State of Colorado Notary ID # 20184008996 My Commission Expires 02-26-2022

EXHIBIT A

Property Description (ALTA/NSPS LAND TITLE SURVEY, TRACT F, TRACT H & TRACT B WOODMOOR, prepared by JR Engineering, certification date 5/19/2020, Sheets 1-3)

	ACT F & TR	
	ACT H, WOC	ALTA
	DMOOR GRI	/NSPS
	EENS, TRACI	LAND
フ につうフこう	F WOODMC	TITL
	ACT F & TRACT H, WOODMOOR GREENS, TRACT F WOODMOOR GREENS VACATION	ALTA/NSPS LAND TITLE SURVEY
	VACATION	VEY

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LOCATED IN SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.

LEGAL DESCRIPTION:

PAREL OF LAND BENG ALL OF THAT PROPERTY DESCRIED WI THE DEED BECORDO UNDER RECEPTION NO THINSA WI THE RECORDS OF THE EL PASO COUNTY CLERK WIND RECORDER. BEWG A PORTONI OF TRACT B DODUNDOR PLACER RECORDED WI BOGK U-2 X TRACE 65. TOGETHER WITH ALL OF TRACT H. WOODMOOR BEENS RECORDED WI BOGK U-2 X TRACE, LOCATED WI THE NORTHEAST QUARTER OF SECTION 2 X NO THE DRIVEST OUARTER OF SECTION 2.4. TOWELSHO WI SOUTH, RANGE 67 WEST OF THE 614 PRINCIPAL MERDIAN. DRIVEST OUARTER OF SECTION 2.4. TOWELSHO WORE PARTICULARLY DESCRIBED AS FOLLOWS: THENCE MASST28" W A DISTANCE OF 2.950 IG FEET, TO A PORT EASTERLY RIGHT-OF-WAY LINE OF BOWSTRING ROAD, SAD PORT BEING THE PORT OF BEGNINNIG: HEAGE ON SAN EASTERY FIGHT-OF-WAY WEE NOVOTS'YA ONSTANCE OF 1200 FEFT IN NORTHESTERY CORRER OF TRACTE, A VACATION WID REPLAT OF LOTS 436-500 WOODNOOR CREENS RECORDED IN BOOK W- AT PAGE 20 IN THE RECORDS OF THE EL PASO COUNTY CLEPK AND RECORDER

BASIS OF BEARINGS: THE UNE BETWEEN THE JOOD WITNESS COBMER TO THE CENTER OWNERE OF SECTION 23, TOWISHIP IT SOUTH, RAIGE 57 WEST OF THE GINT PRIMERAL MEDINAL MOMMENTED BY A J-1/4* - ALUMINUM CAP STANDED "FLS JOID 71997 JOOD WC" AND THE JOO REPERENCE MOMUNENT TO THE EAST OWNERE COBMER OF SAND SECTION 23, MOMUNENTED BY A 1-1/2" ALUMINUM CAP STANDED "FLS JOID 10 SAND SECTION 23, MOMUNENTED BY A 1-1/2" STATE PLATE CENTRAL ZONE THENCE ON THE MORTHERLY LINE OF SAID TRACT F. H83'52'24"E A DISTANCE OF 180 00 FEET. THENCE S88'52'24"W A DISTANCE OF 180.00 FEET, TO THE POINT OF REGIMINIG, THENCE DEPARTING SAID NORTHERLY LINE, S0107'36'E A DISTANCE OF 121.00 FEET:

COMMETICING AT THE 30 REFERENCE MONUMENT TO THE EAST QUARTER CORIER OF SECTION 23, TOWNSHIP IN SOUTH, RANGE 67 WEST OF THE 6TH PERICIPAL MERIDIAN: CONTAINING A CALCULATED AREA OF 21,780 SOUARE FEET OR 0.5000 ACRES. PARCEL 2-2.

HENCE H2X36'B"W A DISTANCE OF 971.92 FEET, TO A POWIT ON THE SOUTHWESTERLY LWE OF TRACI B. NODDUDOR PLACER RECORDED IN BOOK U-2 AT PAGE 66 IN THE RECORDS OF THE EL PASO COUNTY CLERK WID RECORDER.

THERCE ON SAD SOUTHWESTERLY LINE, N47'33'03"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;

HENCE ON THE PERIMETER OF SAID TRACT H, THE FOLLOWNIG THREE (3) COURSES: H33/3"09"W A DISTANCE OF 130.11 FEET, TO A POINT OF MON-TANGENT CURVE, ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEGGINS WAY:

on sand Solineeur Richt-of-wax une, on he are of a curve to he field whose center ears SJ32406E, Hawnig a Rohus of 30000 feet a central angle of 153705 and an are LENGH of 81.78 FEET, TO A PONIT OF NON-FIRIGENT:

S2228'59"E A DISTAILCE OF 195.68 FEET, TO A PONIT ON THE WESTERLY LINE OF SAID TRACT B. WOODMOOR FLACER:

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

- MEN'20'01"E A DISTANCE OF 130.03 FEET;
- N26"20"33"E A DISTANCE OF 511.07 FEET;
- 1152'03'56"E A DISTANCE OF 451.83 FEET;
- til7'03'30"W A DISTANCE OF 222.24 FEET;
- HO726'50"W A DISTANCE OF 104.67 FEET;
- THEFICE DEPARTING THE WESTERLY LINE OF SAID TRACT B, THE FOLLOMING TWELVE (12) COURSES,
- NE415'55"E A DISTANCE OF 126.43 FEET, TO A POULT OF HON-TANGENT CURVE;
- ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS 143-463-475. HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105-07-39° AND AN JARC LENGTH OF 91.65 FEET, TO A POINT OF 1004-TANGENT. THENCE ON SAID SOUTHERLY EASEMENT LINE, N5143'32"E A DISTANCE OF 151.99 FEET; THEE DEPARTING SAD SOUTHERLY EASEMENT LINE, S2416/28°E A DISTANCE OF 177.70 FEET, TO A POINT ON THERLY RICHT-OF-WAY LINE OF SAD LEGGINS WAY, SAD POINT BEING A POINT OF HOM-TANCENT H134'17'20"W A DISTANCE OF 78.69 FEET, TO A POINT ON THE SOUTHERLY LINE OF A 16.00 FOOT UTLUTY EASEMENT RECORDED UNDER RECEPTION NO 202153260;
- S03'03'16"E A DISTANCE OF 85 83 FEET, TO A POINT OF CURVE; 135'02 46"E A DISTANCE OF 42.49 FEET;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,470,00 FEET, A CENTRAL ANGLE OF 02'35'03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;
- S00'26'47"W A DISTANCE OF 265.67 FEET, TO A POINT OF CURVE:
- ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.000 FEET, A CENIFAL ANGLE OF 52'42'18" AND AN ARC LENGTH OF 335.55 FEET, TO A POINT OF TANGENT;
- S5215'31'E A DISTANCE OF 287 37 FEET, TO A POWNI OF CURVE;

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER COPHER OF SECTION 23, TOWISHIP IT SOUTH, RANCE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

PARCEL 2-4

THENCE 1127-5437°E A DOSLANCE OF 142053 FEET, 10 A POWL ON THE EASTELY UNE OF THAT FROMERY DESCRIBED IN THE TRUSTER'S DEED RECORDED UNDER RECENDUTION (DA LITUISANIN THE RECORDS OF THE EL PASO COUTTY CLERK AND RECORDER, SAD POWLY BEING THE POWL OF BEGINNING:

HERVE ON SAD NORTHERY RIGHT-OF-WAY NUE. ON THE ARE OF A CURVE TO THE LET WHOSE CENTER BEAGS 52231/5E, HANNED A RADULS OF 35000 FEET, A CENTRAL ANGLE OF 1105/27 AND AN ARC LENGTH OF 999 FEET, TO THE POINT OF BEONINNG.

ING A CALCULATED AREA OF 22,083 SOUARE FEET OR 0 5069 ACRES.

- ON THE ARC OF A CUEVE TO THE RIGHT, HAMING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 2442'05" AND AN ARC LENGTH OF 245.74 FEET, TO A PONT OF NON-TANGENT;
- N59'24'51"E A DISTANCE OF 103.30 FEET, TO A POINT OF CURVE:
- ON THE ARC OF A CURVE TO THE LEFT, HAMMG A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 0174'02" AND AN ARC LENGTH OF 16.80 FEET, TO A POINT OF TANGENT;

THENCE

- N5310'49"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 ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N542117"E, HAWNG A RADUS OF 41000 FEET, A CENTRAL ANGLE OF 151551" AND AN ARC LENGTH OF 109 23 FEET, TO A POINT OF NON-TANGENT;
- S50'55'07"E A DISTANCE OF 104.34 FEET, TO A POINT OF MON-TANGENT CURVE;
- ON THE ARC O 269.73 FEET, A NON-TANGENT: COF A CURVE TO THE RIGHT WHOSE CENTER BEARS S39'04'09"W, HAMMIC A RADIUS OF A CURVEAL ANGLE OF 95'15'09" AND AN ARC LEWGTH OF 443 43 FEET, TO A POINT OF
- S44-20'00"W A DISTANCE OF 273 41 FEET, TO A POINT OF NON-TANGENT CURVE:
- ON THE ARC OF A CUPYE TO THE LEFT WHOSE CENTER BEARS SASTISSE, HANNG A RADUS OF 3000 FEET, A CENTRAL ANGLE OF ISOLISE, AND ANT ARC BUCHTOR HAIS FEET, TO A POINT OF NOIL-LANCENT, SHD POINT BEING ON THE SOUTHERLY LINE OF SAND TRACT E, WOODMOOR PLACEF;
- THENCE ON SAID SOUTHERLY UNE, THE FOLLOWING THREE (3) COURSES:
- N61'02'18"W A DISTANCE OF 958.19 FEET;
- HEO'35'25"W A DISTANCE OF 314.23 FEET:

PARCEL 2-5

CONTAINING A CALCULATED AREA OF 101,309 SQUARE FEET OR 2 3257 ACRES.

S05'52'43"E A DISTANCE OF 936.00 FEET, TO THE POINT OF BEGINNING

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

ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N5814'45"W, HANNIC A RADIUS 50.00 FEET. A CENTRAL ANGLE OF 105'01'39" AND AN ARC LENGTH OF 91 65 FEET. TO A POINT NON-TANGENT.

S85'02'45"W A DISTANCE OF 42 49 FEET, TO A POINT OF MON-TANGENT CURVE.

NOB'03'16"W A DISTANCE OF 85.83 FEET;

ON THE ARC OF A CURVE TO THE LEFT, HAMNIG A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 03'35'03" AND AN ARC LENGTH OF 220.24 FEET. TO A PONT OF TANGENT.

OH THE ARC OF A CURVE TO THE RICHT, HAWRIG A RADBUS OF 430.00 FEET, A CENTRAL ANGLE OF 52'42'18" AND AN ARC LENGTH OF 395 55 FEET, TO A POINT OF TANGENT;

100'26'47"E A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE;

ON THE PERMETER OF SAID PROPERTY THE FOLLOWNIC SEVEN (7) COURSES. NI52'IS'JN & DISTANCE OF 7.98 FEET. TO A POHNT OF CURVE:

NE4'03'34"E A DISTANCE OF 224.55 FEET:

- N2312'34"W A DISTANCE OF 455.58 FEET, TO THE POINT OF BEGINNING;
- IS A CALCULATED AREA OF 1,452,072 SQUARE FEET OR 33.3350 ACRES.
- PARCEL 2
- FIVE PARCELS OF LAND GREENS RECORDED IN B 51 AND TRACT B. WOOD c PARCELS OF LAND EBUNG PORTHOLS OF THACT F, A VACATION AND REPEAT OF LOSS EENS RECOREDE NO BOOK W-2 AT PAGE 26. THACT F, VOOLNOOR GEEREN RECORDED N AND THACT G, WOOLNOOR PLACER RECORDED N BOOK U-2 AT PAGE 66 ALL NO THE R SO CONTY CLERA AND RECORDED, LOCATED N THE NORTHEAST DUARTED OF SECTION 3 SO MANTY CLERA AND RECORDED, LOCATED N THE NORTHEAST DUARTED OF SECTION 3 STANEST DUARTED OF SECTION 24, TOWNSHIP IT SOUTH, RANGE 87 MESTOR THE 61N F UNITY OF EL PASSO STATE OF COLORADO. BEING MORE PARIOLLARY DESCRIBED AS POOL NOT OF EL PASSO STATE OF COLORADO. BEING MORE PARIOLLARY DESCRIBED AS POOL NOTY OF EL PASSO STATE OF COLORADO. BEING MORE PARIOLLARY DESCRIBED AS POOL NOTY OF EL PASSO STATE OF COLORADO. BEING MORE PARIOLLARY DESCRIBED AS POOL NOTY OF EL PASSO STATE OF COLORADO. BEING MORE PARIOLLARY DESCRIBED AS POOL NOTY OF EL PASSO STATE OF COLORADO. BEING MORE PARIOLLARY DESCRIBED AS POOL NOTY OF EL PASSO STATE OF COLORADO. BEING MORE PARIOLLARY DESCRIBED AS POOL NOTY OF EL PASSO PARIONES PARIONES DESCRIBED AS POOL NOTY OF EL PASSO PARIONES PARIONES DESCRIBED AS POOL NOTY OF EL PASSO PARIONES PASSO PARIONES PARIONES
- 5 496-500 WOODMOOR IN BOOK U-2 AT PAGE RECORDS OF THE EL N 23 AND THE H PRINCIPAL MERIDIAN, OLLOWS:
- BASIS OF EEARINGS: THE LINE BETNERN THE 30.00 WINESS CORNER TO THE CRITEP OUARER CORNER OF SECTORY 31, TOWISHIP IT SOUTH, RAIGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MOMUMENTED BY A 3-1/4* ALLINIAMIM CAP STANAED "PLS 10377 1997 30.00 WC" AND THE 30.0 REFERENCE MONNUMENT TO THE EAST OUARTER CORNER OF SAUS SECTION 23, MONIMENTED BY A 1-1/2" ALLINAMIM CAP STATEPED "LS 2029", SAUD LINE BEARING S39'54'49'E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE
- \$59'24'51"W A DISTANCE OF 103.30 FEET, TO A POHIT OF MON-TANGENT CURVE. OH THE ARC OF A CURVE TO THE RIGHT. HAWNG 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:

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

\$55'10'49"W A DISTANCE OF 124.49 FEET, TO A POINT OF CURVE:

THENCE N504225°E A DISTANCE OF 161714 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LUE OF LOVERLEAF ROAD, SAD POINT BEING ON THE NORTHERL, LINE OF THAT PROPERTY DESCRIED IN THE TRUSTEES DEED RECORDER UNDER RECEPTION NO. 21111394 IN THE RECORDS OF THE EL PASO COUNTY CLEPH AND RECORDER AND THE POINT OF BEGINNING. COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23. TOWISHIP SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS 562:36'34'37, HAVING A RADIUS OF 57000 FEET, A CENTRAL ANGLE OF 2319'20' AND AN ARC LENGTH OF 232'02 FEET, TO A FONT OF NON-ANGENT.

AND A PORTION OF TRACT B, WOODMOOR PLACER V L496-500

COUNTY OF EL PASO, STATE OF COLORADO

COMMENCING AT THE 30 REFERENCE MONUMENT TO THE EAST OWARTER CORNER OF SECTION 23, TOWNSHIP SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, NCE DEPARTING SAID NORTHERLY PROPERTY LINE. THE FOLLOWING FIVE (5) COURSES N28'37'11"E A DISTANCE OF 67 40 FEET, TO A POINT OF CURVE;

- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 265054" AND AN ARC LENGTH OF 181.56 FEET, TO A POINT OF NON-TANGENT;
- \$34-31'56"E A DISTANCE OF 115.00 FEET, TO A POINT OF NON-TANGENT CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS \$34'31'55"E, HAWNG A RADIUS OF 23000 FEET, A CENTRAL ANGLE OF 19'25'04" AND AN ARC LENGTH OF 77'95 FEET, TO A POINT OF TARGENT.
- THENCE ON SAD WESTERLY FIGHT-OF-WAY LUE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS USDURZYE, HANGLA RADUNS OF ALONO FEET, A CENTRAL ANGLE OF 25'5710° AND AN ARC LENGTH OF 18571 FEET, TO THE PONT OF BEGNNING. 17453'09'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-TANCENT CURVE,
- COMMENCING AT THE 30 REFERENCE MONUMENT TO THE EAST OWARTER CORNER OF SECTION 23, TOWNSHIP IN SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MEROIAN, CONTAINING A CALCULATED AREA OF 67,905 SOUARE FEET OR 1.5589 ACRES

THENCE 149/29/02" W A DISTANCE OF 2.827.55 FEET, TO A POINT ON THE EASTEPLY RICHT-OF-WAY UNE OF DOWSTRIKE ROAD, SAB POINT BEING THE SOUTHWESTERLY CORRER OF TRACT F, A VACATION AND REPLAT OF LOTS 496-500 MODONOOR GREETIS RECOPED IN BOOK W-2 AT PAGE 26 IN THE RECORDS OF THE EL PASO CLERK AND RECORDER. AND THE POINT OF BEGINNING. AREAS OF CONCERN NOTES:

THERE ON THE EASTERLY RIGHT-OF-WAY UNE OF SAID BOWSTRING ROAD, NOTO'36'W A DISTANCE OF 12177 MATTESS, WHICH MAY AFECT THE SENERT OF THE SURVEYED PROPERTY. AR ENGINEERING, LLC AND A REPRESENT OF THE SURVEYED PROPERTY AR ENGINEERING LLC AND A REPRESENT AND AN AFECT THE AFECT THE SENERT OF A SUBJECT OF 12177 MATTESS, WHICH MAY AFECT THE SURVEYED PROPERTY. AR ENGINEERING, LLC AND A REPRESENT OF THE SURVEYED PROPERTY ARE ENALLY AND A REPRESENT AND AN AFECT THE SENERT OF A REPRESENT AND AN AFECT THE AFECT THE SENERT OF A REPRESENT AND AN AFECT THE AFECT THE SURVEYED OF A REPRESENT AND AN AFECT THE AFECT THE SURVEYED OF A REPRESENT AND AN AFECT THE AFECT THE SURVEYED OF A REPRESENT AND AN AFECT THE AFECT THE SURVEYED OF A REPRESENT AND AN AFECT THE AFECT THE SURVEYED OF A REPRESENT AND AN AFECT THE AFECT THE SURVEYED OF A REPRESENT AND AN AFECT THE AF

AN ASPAALT ROD SHOWN HEREON LUES WHNN THE RECOOD THE UNES. AR ENCARCERNG, UC WAS NOT REPORTED WHY AND DOD LOT RESEARCH ANY PUBLIC DOCUMENTS DEFINING OR GRANNIG THIS USE, CREATING AN AREA OF CONCERN 5

WATEN MARKER AND A STUB SHOWN HERE. LE WINH THE RECORD THE UNES AR ENAUEERING, LLC WAS NOT PROVIDED WITH AND DOD NOT RESEARCH ANY PUBLIC DOCUMENTS DEFINING OR GRANTING THIS USE. CREATING AN AREA OF CONCERN.

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TITLE COMMITMENT NOTES:

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

INCE #1290925" W A DISTANCE OF 1,323 71 FEET, TO A PONT ON THE NORTHERLY RIGHT-OF-WAY UNE OF CURS WAY, SAD PONT DENGE AN AVIGE PONT ON THE SOUTHWESTERLY UNE OF TRACT F, WOODMOOR ENER RECORDED IN BOOK U-2 AT PAGE 51 W THE RECORDS OF THE EL PASO COUNTY CLERK AND CORDER AND THE PONT OF BECMINING:

HENCE ON THE SOUTHWESTERLY LINE OF SAID TRACT F THE FOLLOWING TWO (2) COURSES:

165'03'20"W A DISTANCE OF 123.87 FEET;

PARCEL 2-1

CONTAINING A CALCULATED AREA OF 21,779 SQUARE FEET OR 0.5000 ACRES.

THENCE ON SAID SOUTHERLY LINE. 587'52'36"W A DISTANCE OF 181.23 FEET. TO THE POINT OF BEGINNING: THERICE SOTOT'36"E A DISTANCE OF HE.62 FEET. TO A POINT ON THE SOUTHERLY LUE OF SAID TRACT F.

OF T INS LAID SURVEY, DOES NOT CONSTRUITE A TILE SEARCH BY JK ENGINEERING, UC TOO EERANGE OWNEESSIPP OF THIS TRACT, KERFY THE DESCHORTONS GOWN, KERFY THE CONVARIENTY OF THIS DESCRIPTION WITH THAT OF ADACENT TRACTS, OF VERTY EASELETING OF RECORD. FOR ALL INFORMATION EEGARDING EASENITY, BIGHT-OF-MAY OF UTLE OF RECORD, JK ENGINEERING, LL CENELD UPON TITLE ORDER DI SCSSOB1288-5, PREPARED BY LAND TITLE OF RECORD, JK ENGINEERING, LL CENELD UPON TITLE ORDER DI SCSSOB1288-5, PREPARED BY LAND TITLE OF RECORD, JK ENGINEERING, LL CENELD UPON TITLE ORDER DI SCSSOB1288-5, PREPARED BY LAND TITLE OF RECORD, JK ENGINEERING, LL CENELD UPON TITLE ORDER DI SCSSOB1288-5,

THE FOLLOWING COMMENTS ARE IN RECARDS TO THE ABOVE-REFERENCED TITLE ORDER THE HUMBERS IN OUR COMMENTS CORRESPOND TO THE NUMBERING SYSTEM USED IN THE TITLE ORDER

SCHEDULE B - SECTION 2 (EXCEPTIONS)

7 TEN	i
	MENT AND APPARENT ENDERCE OF RIGHTS OF CLAMS OF PARTES W POSSESSION ARE SHO I TO THE BEST OF OUR KNOWLEDGE AND BELIEF. AND APPARENT ENDERCE OF EASEMENTS OF CLAMAS OF EASEMENTS ARE SHOWN HERE STO FOUR KNOWLEDGE AND BELIEF.
	VISIBLE AND APPARENT DISCREPARCIES, CONFLICTS IN BOUNDARY UNIES, SHOFTAGES IN AREA AND ENCROACHMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
CT .	, 6, 7, 8, 9 JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.
10	ITEM INTENTIONALLY DELETED.
11	COVENANTS RECORDED IN EOOK 2452 AT PAGE 936 AND AMENDED IN BOOK 2579 AT PAGE 423 AFFECTS THE ENTIRE SUBJECT PROPERTY. (NOT A SURVEY MATTER)
12	EASEMENTS AS NOTED OR SHOWN ON THE PLAT OF WOODMOOR GREENS RECORDED IN PLAT BOOK U- AT PAGE 51 ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BEUEF.
13	EASEMENTS AS NOTED OR SHOWN ON THE PLAT OF WOODMOOR PLACER RECORDED IN PLAT BOOK U- AT PAGE 66 ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BEUEF.
4.	EASURING AS NOTED OR SHOWN ON THE FLAT OF A VACATION AND REPLAT OF LOTS 484-500 WOOMMOOR CREENS RECORDED IN PLAT BOOK W-2 AT PAGE 20 ARE SHOWN HEREGN TO THE BEST OR RNOWLEDGE AND BELLE.
ι,	A REPLAT OF LOTS 344, 345, 392, 393 394, 395 & 396 RECORDED 111 PLAT BOOK W-2 AT PAGE 2 DOES NOT AFFECT THE SUBJECT PROPERTY.
6	THE WOODMOOR WATER AND SANITATION EASEMENT RECORDED IN BOOK 5437 AT PAGE 645 IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF
17	ITEM INTENTIONALLY DELETED.
(u	ITEM INTENTIONALLY DELETED.
61	THE RICHT-OF-WAY EASEMENT RECORDED UNDER RECEPTION NO 200016879, IS SHOWN HEREON TO BEST OF GUR KNOWLEDGE AND BEUEF.
20	THE UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 202153260 IS SHOWN HEREON TO THE BES OF OUR KNOWLEDGE AND BELIEF.
21	THE EASEMENT RECORDED UNDER RECEPTION NO. 202173358 IS SHOWN HEREON TO THE BEST OF OUR KNOMEDGE AND BELIEF.
22	ITEM INTENTIONALLY DELETED
23	THE ACCESS EASEMENT ACREEMENT RECORDED UNDER RECEPTION NO. 204059086 IS SHOWN HEREON THE BEST OF OUR KNOWLEDGE AND BELIEF.
12	THE WATER ALLOWANCE TRANSFER AGREEMENT RECORDED UNDER RECEPTION NO. 205040027. JR ENGNEERING DD NOT ADDRESS THIS ITEM. (HOT A SURVEY MATTER)
25	THE ACCESS EASEMENT RECORDED UNDER RECEPTION NO. 211111395 IS SHOWN HEPEON TO THE EES OF OUR KNOWLEDGE AND BELIEF.
26	JP. ENGHREERING DID NOT ADDRESS THIS ITEM.



GENERAL NOTES.

(3) THE BILAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL INDEEDS AND PROFESSIONAL LAND SURPECIONS. CERTIFICATION IS DEFINED AS A STATEMENT THAT CUDES THE FOLLOWING. (A) IS GUED MAJOR SEALED BY A REDETSIONAL LAND SURPECTOR PRESENTING THAT THE SURVETING SERVICES ADDRESSED THEREIN HAVE GEEN PROFENDED AS A DOTESSIONAL LAND SURVETING ON UNDER THE PROFESSIONAL LAND SURVETOR IN RESPONSIBLE. (B) IS DOTESSIONAL LAND SURVETING SURVETORS THEREIN HAVE GEEN PRESENTING SESD UPON THE PROFESSIONAL LAND SURVEYOR'S MUDER THE FORTSSIONAL LAND SURVETOR IN RESPONSIBLE. (C) IS IN CORDANCE WITH A PROFESSIONAL LAND SURVEYOR'S MUDER THE FORTSSIONAL LAND SURVEYOR ON THE PROFESSIONAL CORDANCE WITH A PROFESSIONAL LAND SURVEYOR'S REAL OF PRACTICE. (D) IS NOT A GUARANTY OR WARRANTY, CORDANCE WITH A PERLOADE STANDARDS OF PRACTICE. (D) IS NOT A GUARANTY OR WARRANTY, HER EXPRESSED OR MAPUED.

PER CR.S. 13-04-505, AHY PERSON WHO KNOWHIGLY REMOVES, ALTERS OR DEFACES AHY PUBLIC LAND SURVEY MONUMENT OR LAHD MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) HISDEMEANOR.

EER C.S.3.33-51-106, *AL UNEAL WHI'S DEPICIED ON THIS LAND SUPCEY PLAT ARE U.S. SUPVEY TETL, ONE METER EQUALS 39.37/2 U.S. SUPVEY FEET, EXACTLY ACCORDING TO THE NATIONAL MISTITUE OF STANDARDS AND TECHNOLOGY

ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF EL PASO COUNTY, COLORADO.

UTS AND PUBLE DOCUMENTS SHOWN OR NOTED HEREON WERE EVANNED AS TO LOCATION AND SE AND WERE FICE COMMEND AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBUGATIONS, OR AS TO THE RIGHT TO GRANT THE SAME

NEAD UTILIES AND/OR PRELIES ARE SHOWN PER MYSILE AND APPAREUT SUPERCE ENDERCE OR COMPO DARAMICS OF THE CONSINICIEND UTILITY TURES. IF MORE ACCURATE LOCATIONS OF OR PORSPONDUD UTILIES ME REQUIRED. THE UTILITY MIL HAVE TO BE UABLE FOR THE LOCATIONS OF OR E BURGHERING, LLC AND THE SUPERCORD OF ALL LIOT BE UABLE FOR THE LOCATIONS OF OR E FUNCHERING TO HOTE THE LOCATION OF HON-MYSIBLE UTILITIES.

THE BASIS OF BEARINGS IS THE LINE BETWEEN THE 30.00 WITNESS CORFER TO THE CEFTER OWARTER CORRER OF SECTION 23, TOWISHIP IT SOUTH, RANGE 67 WEST OF THE 61H PRICIPAL MERBING MUMMURITED BY A 3-1/A" AUMUNIUM CAP STANEED FLS 10377 1937 3000 WC" AND THE 30.0 RETERENCE MONUMENT TO THE EAST OWARTER CORRER OF SAID SECTION 23, MONUMENTED BY A 1-1/2", AUMUNIUM CAP STANEED TAS 2682", SAID UNE BEARING S8954149"E AS REFERENCED TO COMORADO STATE PLANE CENTRAL ZONE

THE LAST FIELD INSPECTION OF THIS SITE WAS ON MARCH 30, 2020.

THIS STE IS NOT WITHIN A DESUMATED FEMA FLOODPLAN, AS DETERMIED BY THE FLOOD INSURANCE RATE MAP FOR EL PAGO COUNTY, COLORADO, MAP HUMBERS 03041C02736 & 03041C02736, EFFECTIVE DATE DECEMBER 7, 2010

HERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY

THERE IS NO DESIGNATED PARKING AREAS ON THE SUBJECT PROPERTY.

NODESSES FOR THE SITE ARE AS FOLLOWS PER THE TITLE COMMINENT O CLOVERELAF READ, O CARBOU'DRNE WEST, O LECGNIS WAY, O HARNESS ROAD, O BOWSTRANG ROAD, 730 WEST CARBOU DRIVE, 1335 BOOWSTRANG ROAD, WOLLWENT, CO BOILS COMMENDATION CO BOULT THIS SITE CONTAINS A CALCULATED AREA OF 1,686,929 SOUARE FEET OR 33 7265 ACRES

SURVEYOR'S STATEMENT.

PE CONFREINT, LLC, A COLORADO LUMIED LIABULY, COMPANY, 10 THE TRUST FOR GAPE E MANTERS VIA DOGADO TRUST EE LA 10 MANTERS FAMILY PARTRESSIRE LURA A COLORADO UMIED UMEUTY LUMIED TRESSIR: TO LAND THE GUARANTEE COMPANY AND TO OLD REPUBLIC NATIONAL THE INSURANCE PRIVING.

THIS IS TO CERTERY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACOMBANDESIMTH THE 2016 MUMMUM STANDARD DETAIL RECVIRENZETTS FOR ALL'AUSES LAND THE SURVEYS, AURILY ESTABLISHED AND AQOEDED BY ALL AND MSTES, AND MICLUDES TEMAS 1, 2, 3, 4, 7(0), 7(b)(1), 8, 9 & 11 OF TEBLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 30, 2020

DATE OF MAP OR PLAT

38252 5-19-20

JARRED ADAMS, PROFESSIONAL LAND SURVEYOR COLOGADD P.L.S.: NO. 33252 FOR AND ON BEHALF OF JR ENGINEERING, LLC



A 0 20_

OF LAND SURVEY PLATS, AT PAGE(S)

CLERK AND RECORDER'S OFFICE OF EL PASO COUNTY, COLORADO

N/A JAK DATE 2/28/2020 ALTA/NSPS J'R ENGINEERING LAND

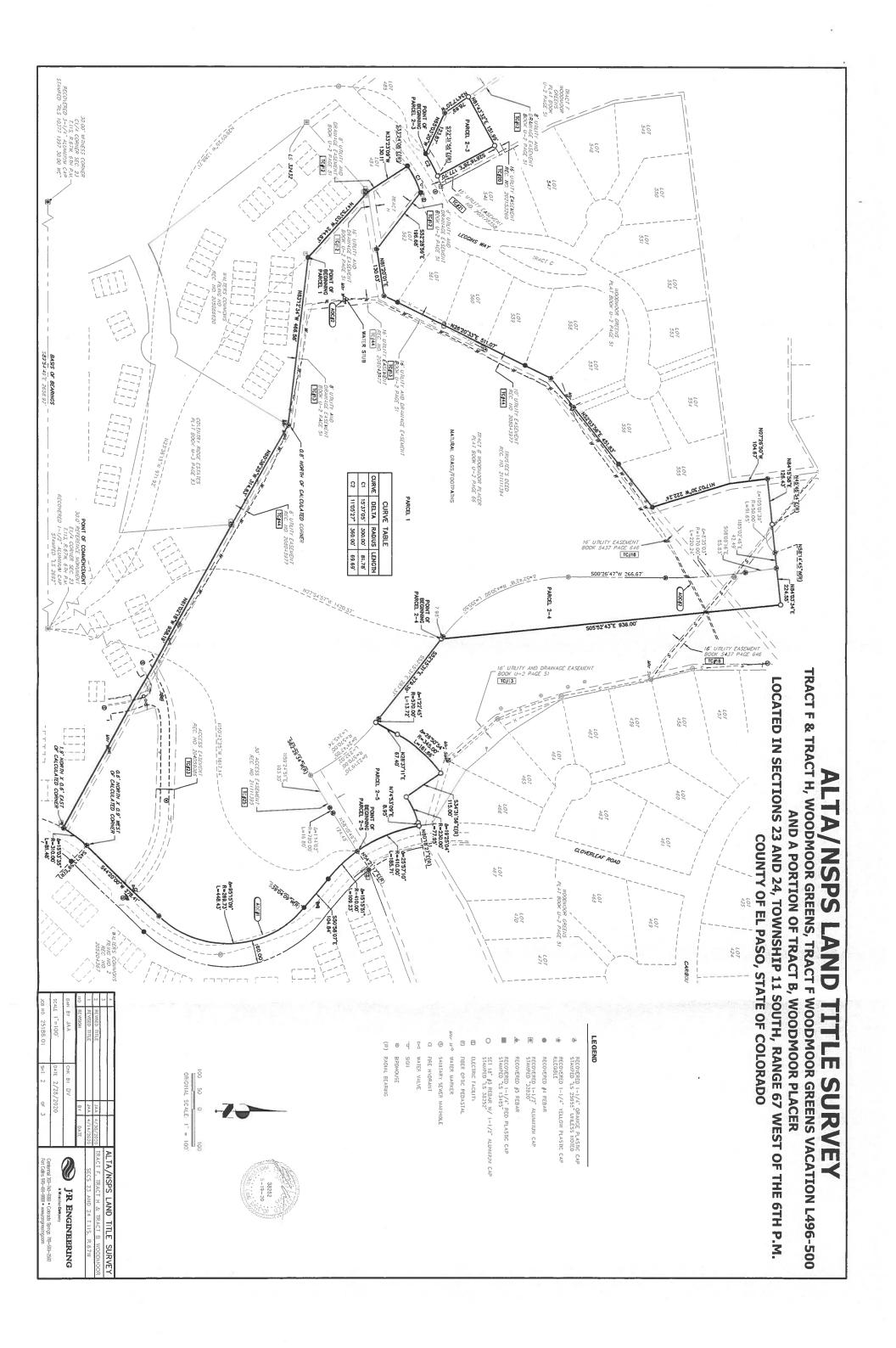
28 -43 DUPLICATES OF THE ABOVE OR DELETED ITEMS FROM PREVIOUS COMMINAENTS. JR ENGINEERING DID NOT EXAMINE OR ADDRESS THESE ITEMS.

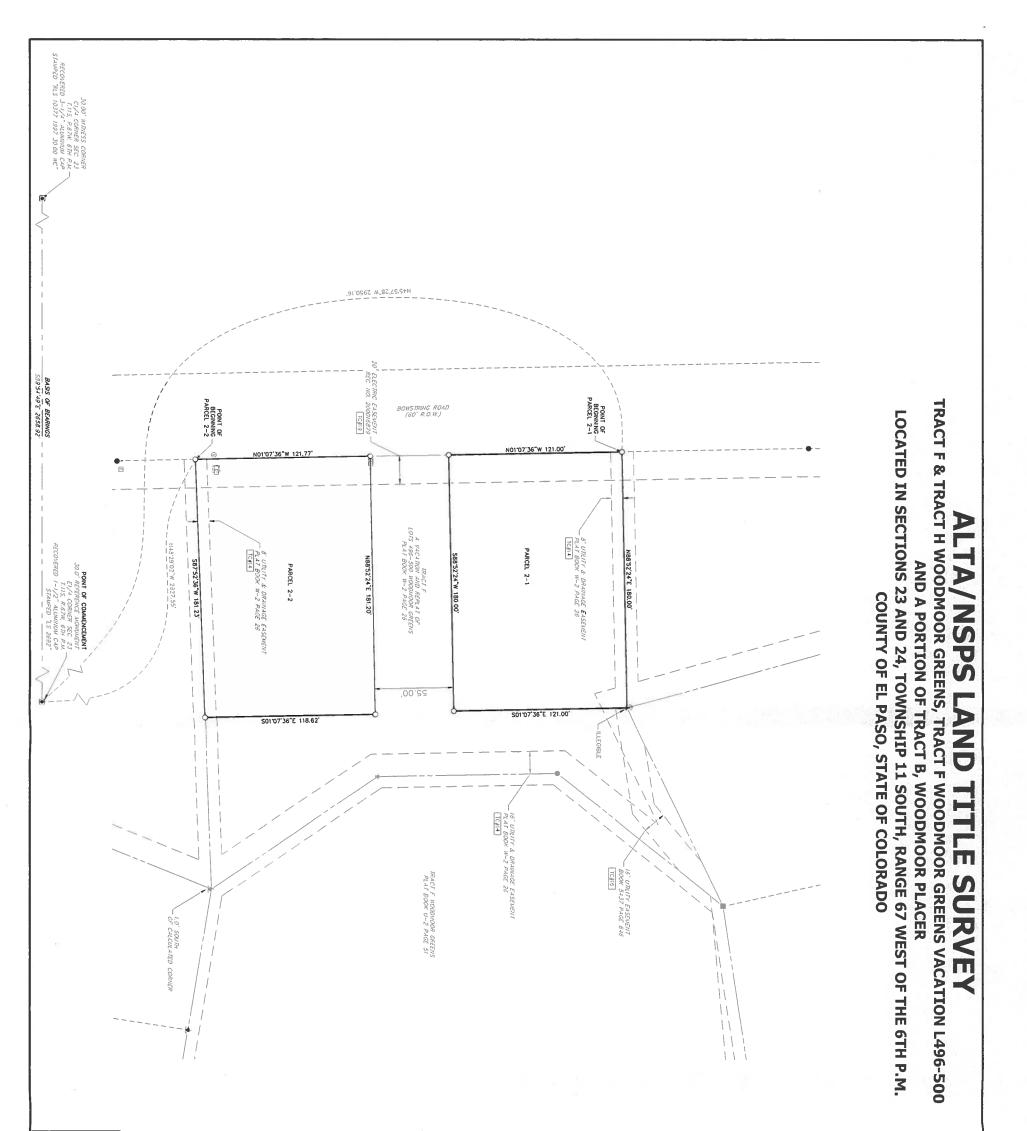
THE EASEMENT ACREEMENT RECORDED UNDER RECEPTION NO. 208043977 AND DESCRIBED UNDER RECEPTION NO. 208043978 IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

THE RICHT-OF-WAY EASEMENT RECORDED IN BOOK 1312 AT PAGE 245 AFFECTS PARCELS 2-1 AND 2-2. BUT DOES NOT CONTAIN A SPECIFIC LOCATION (HOT PLOTTABLE)

4n 44

Centernal 303-740-9353 • Colrado Surigs 76-593-2593 Fort Calins 970-491-9668 • www.jergineering.com





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30 15 0 30 30 15 0 30 0RIGHAL SCAEE 1° = 30° 0RIE 2/20/20° SECS 300 281 100 281 100 281 0RIE 3 Gr 3 SECS 300 400 281 100 281	FECOVERED 1-1/4", ORANGE PLASTIC CAP STANPED "15 25955" UNLESS FOTED CAP ECOVERED 1-1/4", TELLOW PLASTIC CAP ECOVERED 1-1/4", TELLOW PLASTIC CAP STANPED "33250", AUMINUM CAP STANPED "33555", AUMINUM CAP STANPED "513555", AUMINUM CAP STANPED "51555", AUMINUM CAP STANPED "5

EXHIBIT B

WOSC Land Description (LAND SURVEY PLAT, WALTERS OPEN SPACE, prepared by JR Engineering, dated 5/20/2020, Sheets 1 - 6)

έx.

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LOCATED IN SECTIONS 13, 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL ME COUNTY OF EL PASO, STATE OF COLORADO LAND SURVEY PLAT

LEGAL DESCRIPTION.

HINE (9) PARCELS OF LAND LOCATED IN SECTIONS 13, 23, AND 24, TOWNSHF 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ALL IN THE COUNTY OF EL PASO, STATE OF COLORADO, BENG MORE PARTICULARLY BESCRIED AS FOLLOWS:

ARCEL OF LAND BENNG A FORMON OF TRACT F. WOODMOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 5 (QT F, A VACATION AND REPLAT OF LOTS 498-500 WOODMOOR GREENS, RECORDED IN PLAT BOOK W-2 AT PAGE 2080S OF THE LE ASO COUNTY CLEMA AND RECORDER, LOCATED IN THE EAST HALF OF SECTION 23 AND THE VISUAR IN SOUTH, RANGE 87 WEST OF THE 5TH PLAT, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE FOLLOWS. 51 AND A PORTION OF AGE 25. ALL IN THE E WEST HALF OF SECTION 24. E PARTICULARLY DESCRIBED

BEGNINNIG THAT THE MOST NORTHEASTERLY CORNER OF TRACT F, WOODMOOR GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE SI IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.

HENCE ON THE BOUNDARY LINE OF SAID TRACT F, THE FOLLOWING SIX (6) COURSES:

S07'26'50"E A DISTANCE OF 250.18 FEET:

\$82.56'42"W & DISTANCE OF 1079.82 FEET

S07'01'29"E A DISTANCE OF 184.97 FEET,

S20'42'44"E A DISTANCE OF 178.01 FEET.

S28'16'28'E A DISTAILCE OF 349.77 FEET, TO A POHLT OF HOLI-TAILGENT CURVE ON THE NORTHERLY RIGHT-OF-WAY UNE OF LEGGNIS WAY:

HENCE DEPARTING SAID BOUNDARY UNE, N2EVS25"W A DISTANCE OF 177.70 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT ASEMENT RECORDED UNDER RECEPTION NO. 202153250; ON SAID HORTHERLY RIGHT-OF-WAY LINE, OH THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S1742'27'E, HAMHG A RADUS OF 380.00 FEET, A CENTRAL ANGLE OF 04'49'29" AND AN ARC LENGTH OF 30.32 FEET, TO A POINT OF HOM-TANGENT,

HERCE ON SAID SOUTHERLY EASEMENT UNE, S614332"W A DISTANCE OF 15199 FEET, TO A PORT ON THE BOUNDARY UNE OF SAID TRACT

HENCE ON SAID BOUNDARY LINE, THE FOLLOWING THREE (3) COURSES:

1134'17'20 W A DISTANCE OF 429.38 FEET:

N51'39'42"W A DISTANCE OF 234.56 FEET;

H50'30'33"W A DISTANCE OF 541.43 FEET, TO THE SOUTHEASTERLY CORNER OF TRACT F, A VACATION WOODMOOR GREENS, RECORDED IN PLAT BOOK W-2 AT PAGE 26.

AND REPLAT OF LOTS 496-500

THEFICE ON THE SOUTHERLY LINE OF SAID TRACT F, S87'52'36"W A DISTANCE OF 120.57 FEET,

HERICE DEPARTING SAID SOUTHERLY LINE. THE FOLLOWING TWO (2) COURSES:

MOI'07'35"W A DISTANCE OF 118 62 FEET.

88'52'24"W A DISTANCE OF 181.20 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY UNE OF BOWSTRING ROAD

THEFICE ON SAID EASTERLY RIGHT-OF-WAY LINE, HOI'07'36"W A DISTANCE OF 55.00 FEET.

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE. THE FOLLOWING TWO (2) COURSES

HB8'52'24"E A DISTANCE OF 180 00 FEET,

NOTO7-35"W A DISTANCE OF 12100 FEET, TO A PORT ON THE NORTHERLY LUE OF SAD TRACT F. A VACATION AND REPLAT OF LOTS

THENCE ON SAND NORTHERLY LINE. NO411319°E A DISTANCE OF 153.94 FEET, TO A POWT ON THE HORTHERLY LINE OF TRACT F. WOODMOOR GREENS:

HENCE ON SAID NORTHERLY LINE. THE FOLLOWING FIVE (5) COURSES:

NBI'26'23"E A DISTANCE OF 254.94 FEET;

SSS'16'02 E A DISTANCE OF 243.31 FEET;

S75'05'38"E A DISTANCE OF 231.44 FEET;

N89'53'05"E & DISTANCE OF 1144.83 FEET

160'52'57"E A DISTANCE OF 162 40 FEET, TO THE POINT OF BEGINNING

GENERAL NOTES:

PER THE BLAWS AND PULES OF THE STATE BOARD OF LICEISUBE FOR ACCHECKS, PROFESSIONAL ENGNEERS AND PROF SURVEYORS, CERTRICATION IS OFFICE AS A STATUENT THAT INCLUDES THE FOLLOWING: (A) IS SURVEYOR MU/OF SELECTORE PROFESSIONAL LAND SURVEYOR REPRESENTION THAT THE SURVEYOR SURVEYORS IN RESOLUTION AND REAL PERFORME PROFESSIONAL LAND SURVEYOR REPRESENTION THAT THE SURVEYOR MI RESOLUTIEL. (B) IS ASSED WOAT WAS PROFESSIONAL LAND SURVEYOR REPRESENTION FOR THE PROFESSIONAL LAND SURVEYOR MI RESOLUTIEL. (B) ASSED WOAT WAS PROFESSIONAL LAND SURVEYOR RUDGE THE PROFESSIONAL LAND SURVEYOR MI RESOLUTIEL. (B) IS ASSED WOAT WAS A COMPARITY OR WARRANTY. FUTHER ENFORMED OR MULTION A COMPARITY OR WARRANTY. FUTHER ENFORCES ON RUDUES THOFESSIONAL LAND BY THE ROFESSIONAL (D) IS NOT

PER C.R.S. 18-04-508, ANY PERSON WHO KHOWHOLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAHD SURVEY MOHUMENT OF LAHD MOHUMENT OR ACCESSORY, COMMIS A CLASS TWO (2) MISDEMEANOR

PER CR.S. 33-51-106, "ALL UNEAL UNITS DEPICTED ON THIS LAND SURVEY FLAT ARE U.S. SURVEY FEET ONE METER EQUALS 39 37/12 U.S. SURVEY FEET, EXACLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."

ALL REFERENCES HEREON TO BOCKS. PACES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FLED IN THE RECORDS OF EL

EASEMENTS AND FUELC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND FURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, DELICATIONS, TERMS, OR AS TO THE RIGHT TO GRAVIT THE SAME.

BASIS OF BEARNOS: THE UNE BETAFERY THE JOOD' WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 2.3. TOWNSHIP 11 SQUTH, PAUGE 67 WEST OF THE 61H PRINCIPAL MERIDIANI MONUMERITED BY A.5.1.0.4" ALUMANUM CAP STANEED "PLS 10377 1937 30:00 WC* AND THE 300 REFERENCE MONUMENT TO THE FAST QUARTER CORNER OF SAD SECTION 2.3. MONUMENT DIA 1.1.7.2" ALUMANUM CAP STANFED 'LS 2592', SAD UNE BEARNIG S39'54'49'E AS REFERENCED TO COLOPADO STATE PLANE CENTRAL ZONE.

THE LAST FIELD INSPECTION OF THIS SITE WAS ON MAY 15, 2020.

ເພ THIS LAND SUPPER DOES NOT CONSTITUTE A TILE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPARIBUTY OF THIS DESCRIPTION WITH THAY OF ADJACENT TRACTS, OR VERIFY EASENEDING OF RECORD FOR ALL WICTOWARTION REGARZING ESSEMENTS, ANALT-OF-WAY OR TILE OF RECORD, JR ENGINEERING, LLC RELED UPON THIS ORDER NO SC35001/24, PREPARED BY LAND TILE GUJARANTEE COMPANY.

LEGAL DESCRIPTION (CONTINUED),

14. 569'46'35"W A DISTANCE OF 515.03 FEET, TO A PORT OF NOL-TANGENT CURVE ON THE EASTERLY RIGHT-OF-WAY UNE OF CLOVERRELD ROAD. ALL OF TRACT H, LYRIG HORTH OF HARNESS ROAD, WOODWOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 51 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER. ALL OF TRACT K, WOODMOOR GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE SI IN THE RECORDS OF THE EL PASO COUNTY CLERK AND FECORDER. 15. OH SAID EASTERLY RIGHT-OF-WAY LINE, OH THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS H53'55'22'E, HANNG A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 31'13'06" AND AN ARC LENGTH OF 190.71 FEET, TO A POINT OF TO THE POINT OF BEGINNING THENCE 50721/28"W A DISTANCE OF 194.94 FEEL TO THE SOUTHWESTERLY CORNER OF LOT 409, WOODWOOR GREENS, SAND POINT LYNNG ON THE BOUNDARY UNE OF TRACT D, WOODWOOR PLACER, ALL OF TRACT E, WOO RECORDER. PARCEL 6 PARCEL 4 PARCEL 3 13. N32'54'08 W A DISTANCE OF 214.68 FEET: 12. 1113'31'41"E A DISTANCE OF 439.81 FEET; BEGUNNIG IHAT HE MGST SOUTHWESTERLY COMPLE OF LOT 467, WYODNOOR GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE 51, SAD PONIT UNG ON THE BONUDARY WUE OF TRACT 0, WYODNOOR PLACER, RECORDED IN PLAT BOOK U-2 AT PAGE 66 ALL UN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER. PARCEL 5 ALL OF TRACT A, WOODMOOR GREENS RECORDED UNDER PLAT BOOK U-2 AT PACE 51, TOCETHER WIH ALL OF TRACT A, A VACATOU AND REPLAT OF LOTS 329-395, 34, 44, 345, WOODMOOR GREENS, RECORDED IN PLAT BOOK W-2 AT PAGE 27, ALL INT THE RECORDS OF THE EL PASO COUNTY CLENK AND RECORDER. 1. N45'04'53"W A DISTANCE OF 710.55 FEET 10. \$15'20'03"W A DISTANCE OF 93 94 FEET: THEACE ON THE BOUNDARY LINE OF SAID TRACT D. THE FOLLOWING FIFTEEN (15) COURSES THENCE SO7'27'39"E A DISTANCE OF 131.92 FEET, TO A POINT ON THE SOUTHERLY UNE OF SAID LOT 410, THETICE ON THE BOUNDARY UNE OF SAID TRACT D. THE FOLLOWING SIX (6) COURSES. S45'25'49"E A DISTANCE OF 50.00 FEET: S00'11'57"W A DISTANCE OF 154.68 FEET: S44'34'11"W A DISTANCE OF 77.86 FEET; S44'34'11"W A DISTALICE OF 50.00 FEET: S22'26'19"W A DISTANCE OF 263.17 FEET; S70'43'52"E A DISTANCE OF 291.65 FEET S42'30'19"E A DISTANCE OF 204.86 FEET; S0416'32'E A DISTANCE OF 360.45 FEET. TO THE NORTHWESTERLY COFNER OF LOT 410, WOODMOOR U-2 AT PAGE 51: NOV12'23"W A DISTANCE OF 189.98 FEET; PARCEL OF LAND BEHIG ALL OF TRACT D. WOODWOOR PLACER, RECORDED IN PLAT BOOK U-2 AT PAGE 66 AND A PORTION OF LOTS 409 ID 410, WOODWOOR GREENN RECORDED IN PLAT BOOK U-2 AT PAGE 51. ALL IN THE RECORDS OF THE EL PASS COUNTY CLEEK AND CORDER LOCATED IN SECTION 24 TOWNSHE IN SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, ING MORE PARTICULARLY DESCRIBED AS FOLLOWS. 145'25'49"W A DISTANCE OF 50.00 FEET, \$44'12'29"W A DISTANCE OF 109.83 FEET; SO4'12'07"W A DISTANCE OF 1221 82 FEET, NTO 59'50"E A DISTANCE OF 374.94 FEET. 1155'33'04"E A DISTANCE OF 479.36 FEET. N59'14'53"E A DISTANCE OF 176 89 FEET; GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE SI IN THE RECORDS OF THE EL PASO COUNTY CLERK AND GREENS. RECORDED IN PLAT BOOM

25 JIAISAJIUI NCKZON CEEEK DKMA L VICINITY MAP

> DATE OF MAP OR PLAT: 13. S57'23'02"E A DISTANCE OF 176 11. S32'32'03"E A DISTANCE OF 173.99 FEET; PER C.R.S. 13-20-105, YOU FIRST DISCOVER SUCH YOU FIRST DISCOVER SUCH TEN YEARS FROM THE DATE I, JARROD ADAMS, A PROFESSIONAL PERFORMED UNDER MY DIRECT SUPI SURVEY. 12. S41'23'18"E A DISTANCE OF 156 18 FEET; 6 H145'46'19"E A DISTANCE OF 136 94 FEET; 7 H178'19'12"E A DISTANCE OF 281 57 FEET; 5 N4313'41"W A DISTANCE OF 50.00 FEET, BEGHNNIG AT THE SOUTHEASTERLY CORTER OF LOT 486. WOODWOOR GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE 51. SAD PONT BEING A PONT OF HON-TANGENT CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF CLOVERLEAF ROAD. A PARCE OF LAND BEING A FORMON OF HART E WOODMOOR PLACER, RECORDED IN PLAT BOOK U-2 AT PACE 66 IN THE RECORDS OF THE EL PASO COUNTY CLEER AND RECORDER, LOCATED IN SECTION 24, TOWNSHIP IT SOUTH, RANGE 67 WEST OF THE 6TH PLA BEING NORE PARTICULARLY DESCRIBED AS FOLLOWS NOTICE JARROD ADAMS, PROFESSIONAL LAND COLORADO P.L.S. NO 38252 FOR AND ON BEHALF OF JR ENGINEED SURVEYOR'S STATEMENT. 8 S08'54'52"E A DISTANCE OF 360.00 FEET, THENCE ON SAID HORTHERLY LINE. SEATS'SG'W A DISTANCE OF 12643 FEET. TO A POINT ON THE BOUNDARY LINE OF TRACT B. WOODWOOR PLACER, RECORDED IN PLAT BOOK U-2 AT PAGE 66; 3. N34'31'56"W A DISTANCE OF 115.00 FEET, TO A POINT OF HON-TANGENT CURVE. 10. S12'33'49"E A DISTANCE OF 370.00 FEET; THEFICE OF SAID BOUNDARY LINE. THE FOLLOWING THIRTEEN (13) COURSES HENCE DEPARTING SAID WESTERLY RI HERICE ON SAID MESTERLY RIGHT-OF-WAY UNE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS NASYOG/35'E, HAWNG A ADDUS OF 410:00 FEET, A CENTRAL ANGLE OF OF 48'09" AND AN ARC LENGTH OF 34'37 FEET, TO A POINT OF NON-TANGENT. LEGAL DESCRIPTION (CONT . 1105'52'43"W A DISTATICE OF 936.00 FEET: HENCE DEPARTING SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES HENCE ON SAID EASTERLY LINE, THE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS 3390714"W, HAVNIG A RADUS OF 570.00 FEET, A CENTRAL ANGLE OF 072245" AND AN ARC LENGTH OF 13.72 FEET. TO A POINT OF TANGENT. 500'23'24"E A DISTANCE OF 265.00 FEET; \$43'13'41"E A DISTANCE OF 50.00 HO7'26'50"W A DISTANCE OF 145.51 FEET, S34'03'34"W A DISTANCE OF 224 55 FEET, TO THE FIORTHEFLY UNE OF SAD PROPERTY DESCRIBED IN THE TRUSTEES DEED RECORDED UNDER RECEPTION NO. 211111394; ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SJAJI'56"E. HAMNG A RADIUS OF J4500 FEET, A CENTRAL ANGLE OF 26'50'54" AND AN ARC LENGTH OF 181.66 FEET, TO A POINT OF TANGENT; M46'46'19"E A DISTANCE OF 50.00 FEET 1446'46'19"E A DISTANCE OF 136 07 FEET; H52'15'31"W & DISTANCE OF 279 39 FEET, S28'37'11"W A DISTANCE OF 67.40 RECORDED UNDER RECEPTION NO. ON THE ARC OF A CURVE TO THE 77.95 FEET, TO A POINT OF NON-S74'53'09"W A DISTANCE OF 8.95 UCH DEFECT. O'CLOCK ___M IN BOOK _____ DAY OF _____ OFFICE OF EL PASO COUNTY, COLORADO. COMMERCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER IN NO EXENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE CONVENCED MORE THAN E CERTRICATION SHOWN HEREON HE CLERK AND RECORDER'S OFFICE OF EL PASO COUNTY, COLORADO DEPOSITING CERTIFICATION RING, LLC SURVEYOR LAND SURVEY LICENSED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT A SURVEY WAS MANON IN MAY OF THE YEAR 2020, AND THAT THIS MAP OR PLAT ACCURATELY REPRESENTS SAID TINUED), 49 FEET, TO THE POINT OF BEGUNNING FEET.) FEEL TO A POINT ON THE EASTERLY OF THAT PROPERTY DESCRIBED IN THE TRUSTEES DEED 211111394. SAID POINT BEING A POINT OF NON-TANGENT CURVE; CHT-OF-WAY LINE, THE FOLLOWING COURSES. FOLLOWNIG TWO (2) COURSES: LEFT, HAVNIG A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 19'25'04" AND AN ARC LENGTH OF TANGGEN: FEET, TO A POINT OF CURVE, OF THE RECORDS OF THE CLERK AND RECORDER'S AD 20_ AT

ALL OF TRACT C. WOOL RECORDER.

PLACER, RECORDED IN PLAT BOOK U-2 AT PAGE 66 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND

ALL OF TRACT J. WOODMOOR RECORDER. GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE 51 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND

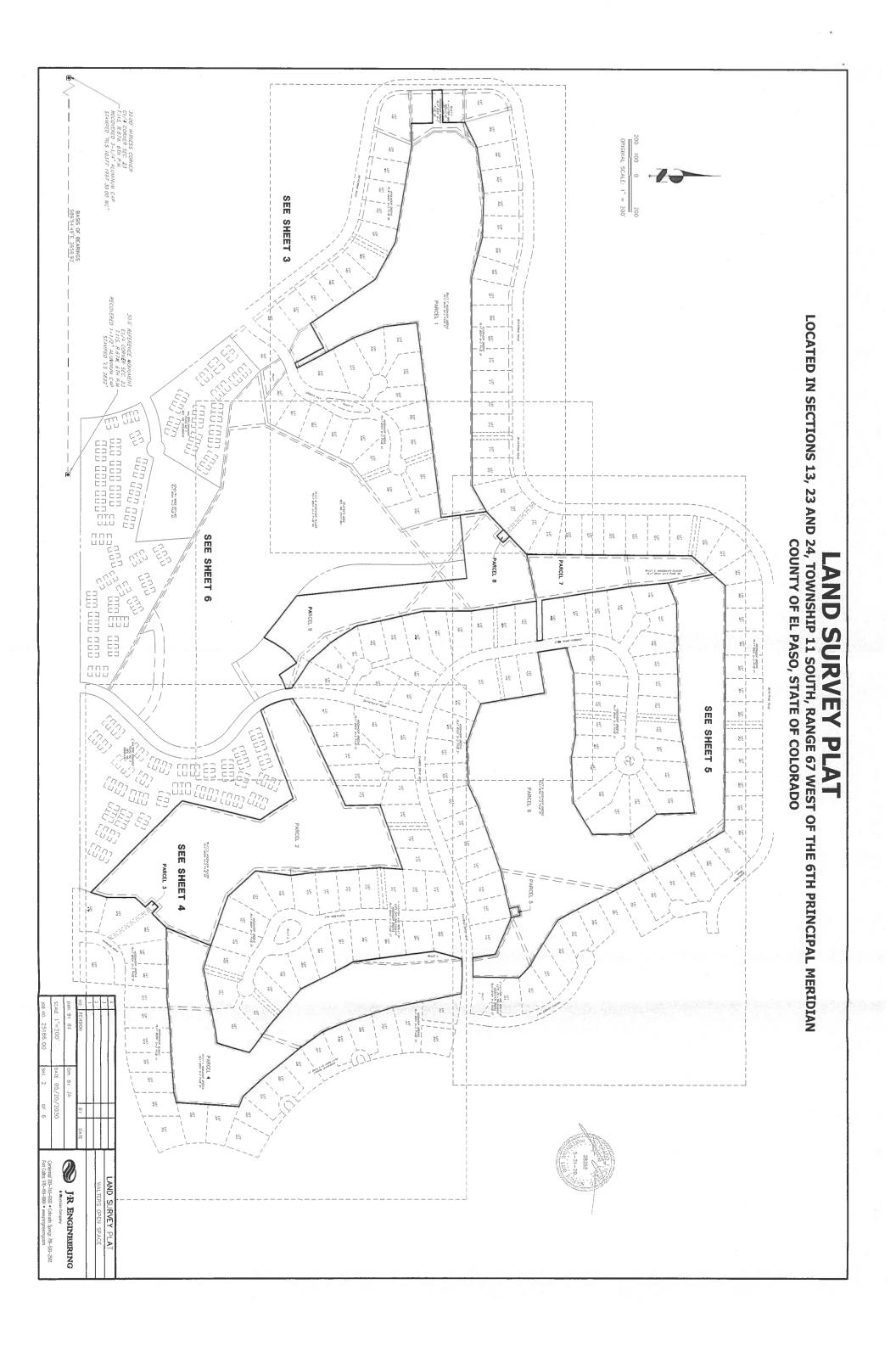
PARCEL 8

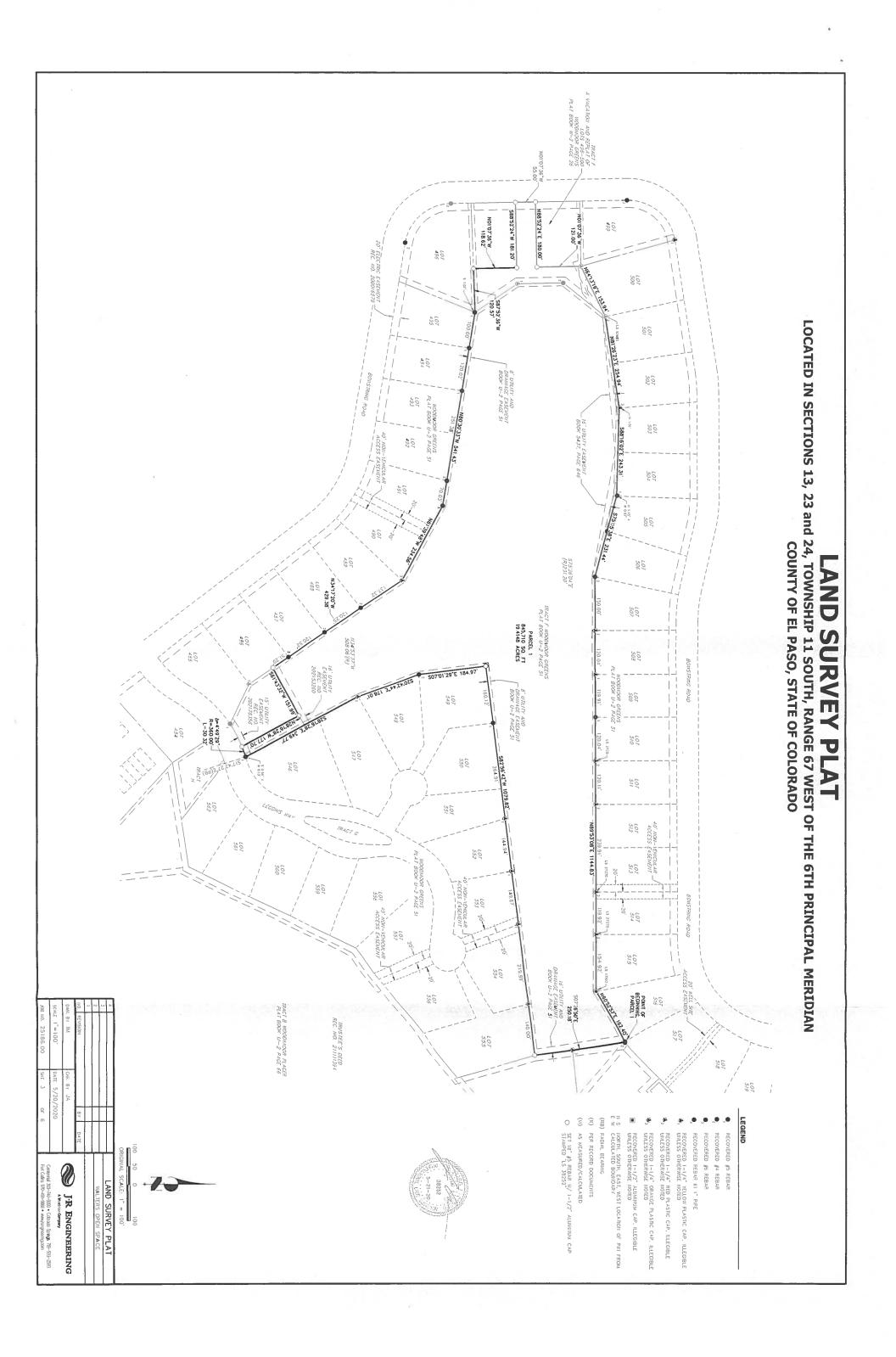
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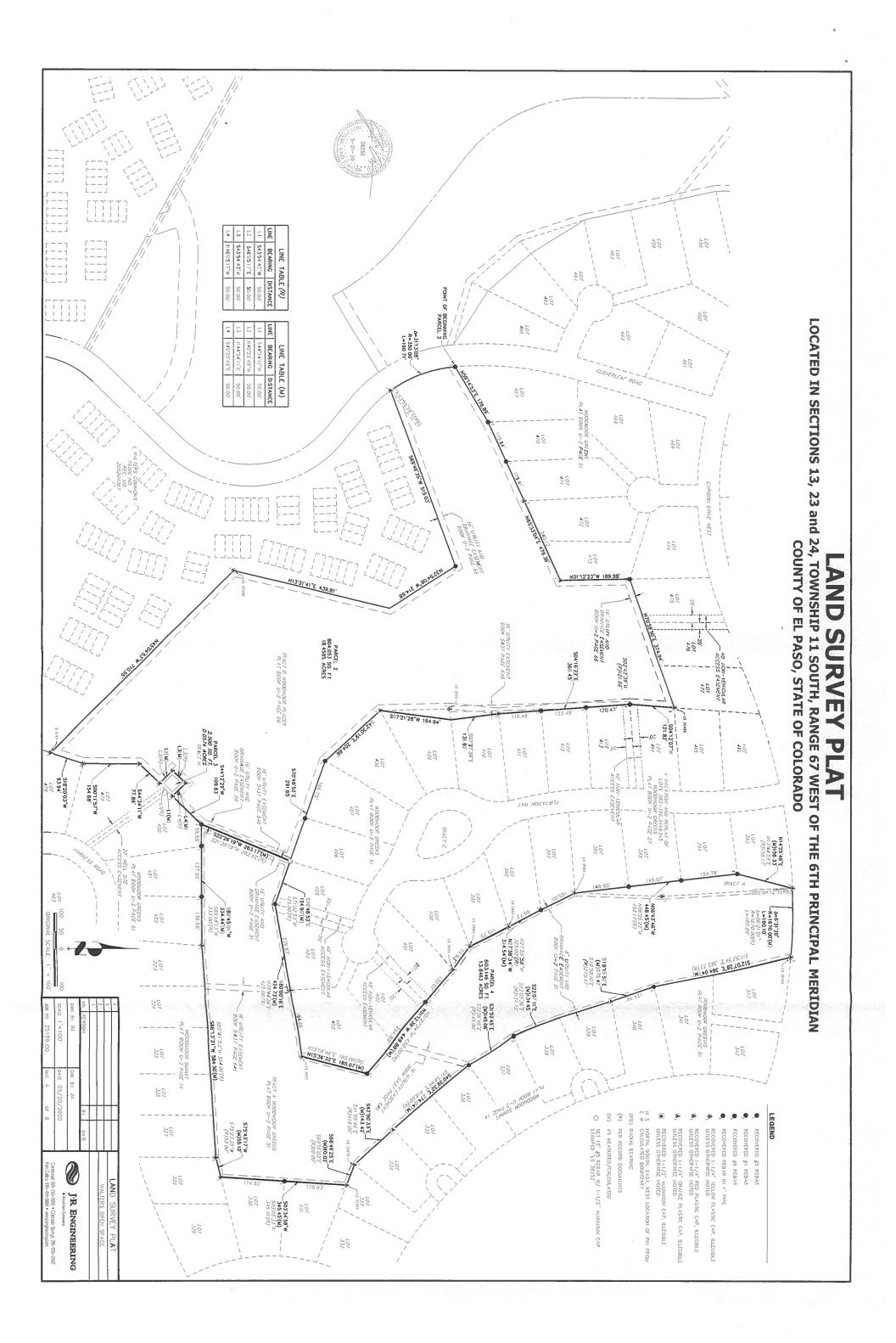
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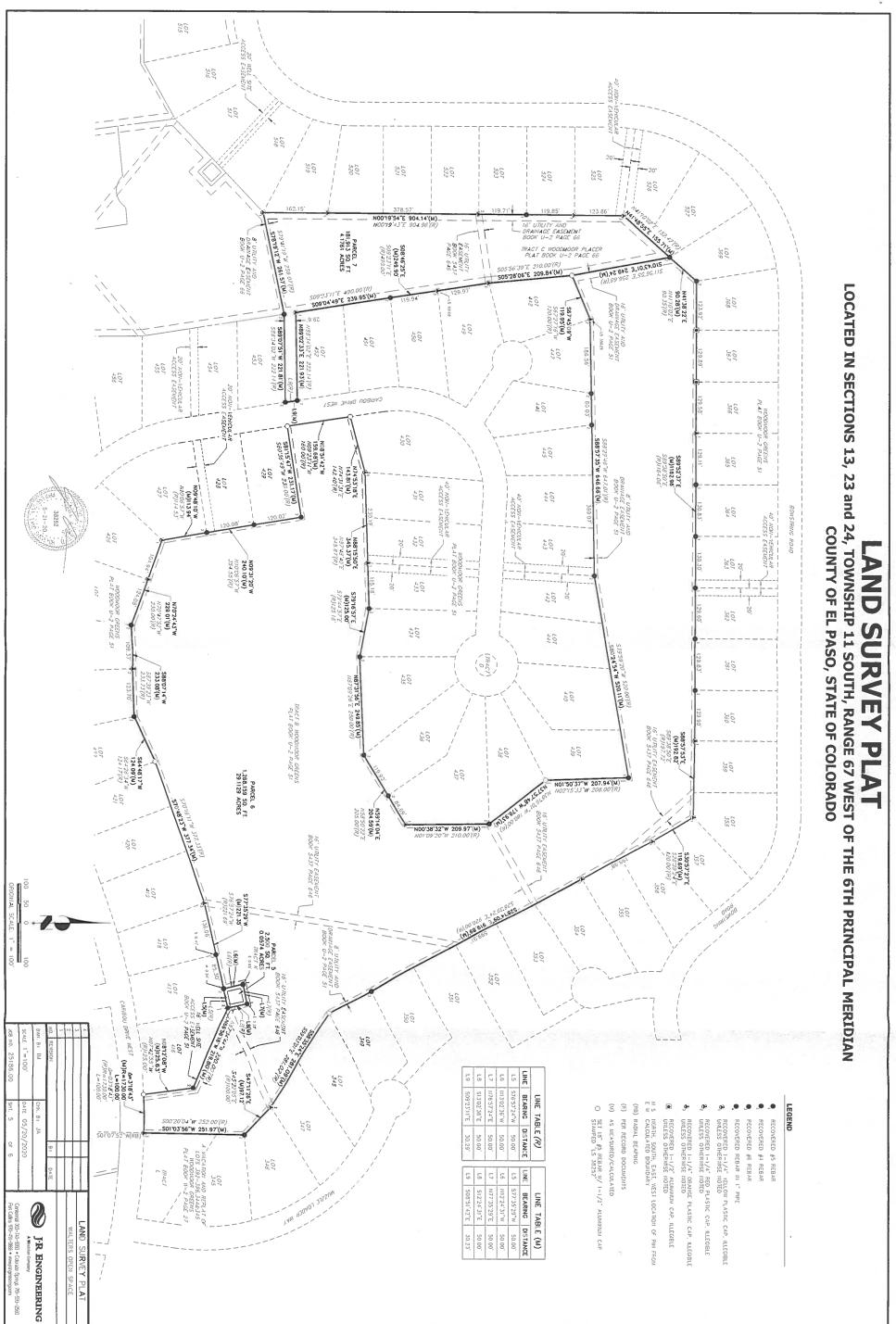
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	LINE TABLE (R)	LE (R)		_
LINE	BEARING	DISTANCE	 LINE	_
5	S76'57'24"W	50.00	 5	S7
Ļб	1113.05,39.,M	50.00	 16	2
L7	1176'57'24"E	50.00	 ٤7	N
rt B	S13'02'36"E	50.00	 ۳8	S

	LINE TABLE (M)
LINE	BEARING
۲2	S77'35'29°W
16	H12'24'31"W
٤7	N77-35-29"E
۳8	S12'24'31"E
61	S08-51-42"E

