

P. O. Box 1407 • Monument, Colorado 80132 Phone (719) 488-2525 • Fax (719) 488-2530

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.

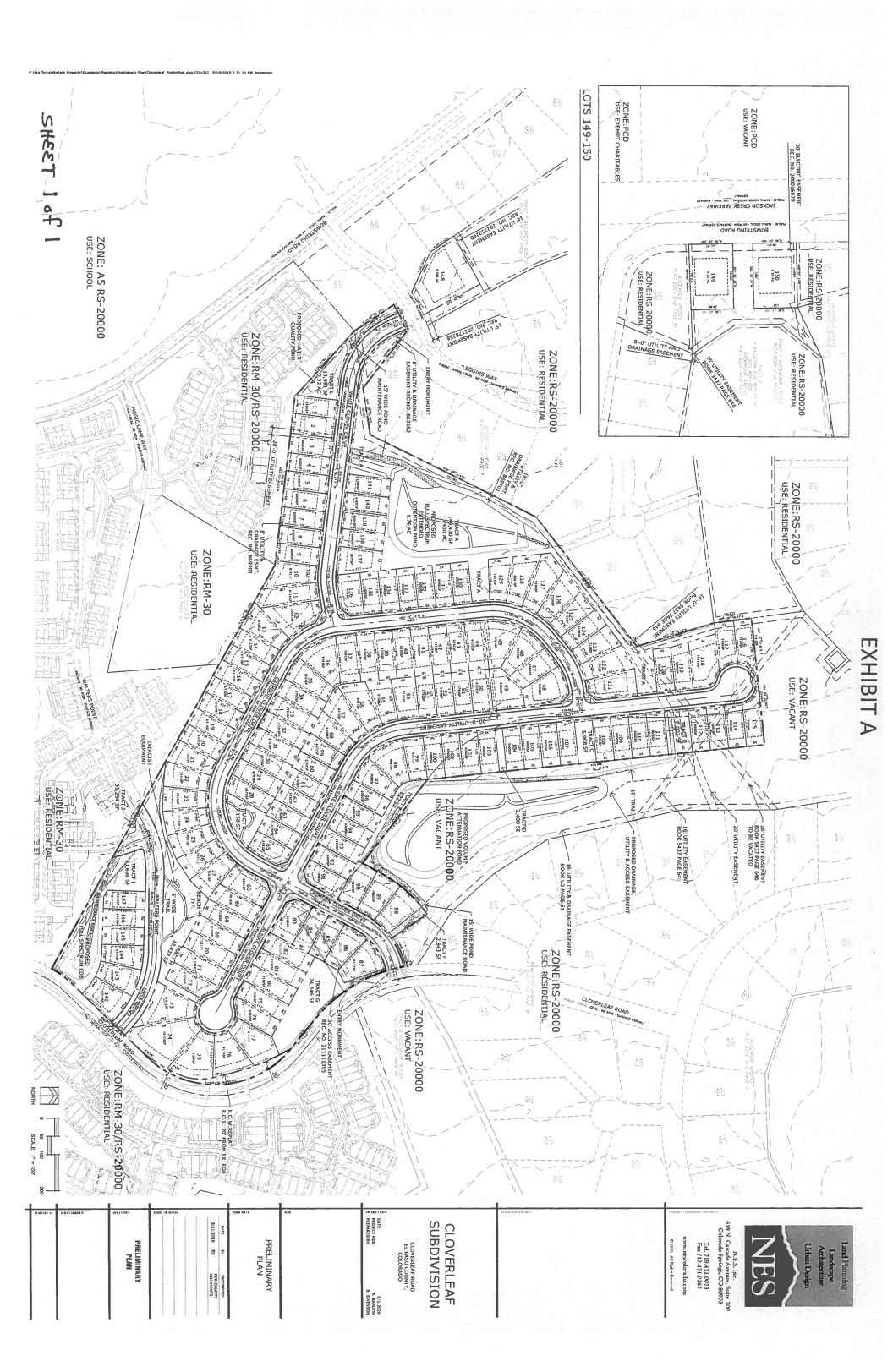
Sincerely,

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 day of day of 300, 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 (½) 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. Adjusted Water Policy Share. 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 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 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.

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

WOODMOOR WATER AND SANITATION DISTRICT NO. 1

By: Brian X. Bush Title: President

		Title: President
Attest:		
William Ellewett		
By: William F. Clewe, III		
Title: Secretary		
STATE OF COLORADO)	
COUNTY OF FL DAGO)	SS.
COUNTY OF EL PASO)	

The foregoing instrument was acknowledged before me this ____day of Q____, 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

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

& CLOVERLEAF, LLC By: Andrew J. Biggs Title: Manager SS.

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

WITNESS my hand and official seal.

STATE OF COLORADO

COUNTY OF EL PASO

My commission expires: 02-26-20

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)

ALTA/NSPS LAND TITLE SURVEY

TRACT F & TRACT H, WOODMOOR GREENS, TRACT F WOODMOOR GREENS VACATION L496-500 LOCATED IN SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M. AND A PORTION OF TRACT B, WOODMOOR PLACER

COUNTY OF EL PASO, STATE OF COLORADO

LEGAL DESCRIPTION:

PARCEL OF LAID BENIG ALL OF THAT PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NO INITION IN THE TECORDED OF THE EL PASO COUNTY CLERK AND RECORDER, BENIG A PORTION OF TRACT BY COODMOOR PLACER RECORDED IN BOOK U—2 AT FAGE 56. TOGETHER WITH ALL OF TRACT IN WOOMMOOR ELENS RECORDED IN BOOK U—2 AT FAGE, LOCATED IN THE HORTHEAST CHARTER OF SECTION 23 AND THE RETHINEST OWNERED OF SECTION 23 AND THE RETHINEST OWNERED OF SECTION 24. TOWNSHIP IN SOUTH, RANGE 67 WEST OF THE 61F PRINCIPAL MERIDIAN, DUNTY OF EL PASO, STATE OF COLORADO, BENIG MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SASIS OF BEARHOS. THE UNE BETWEEN THE 30.00' MITNESS COBRER TO THE CENTER OUARTER CORNER OF SECTION 23, TOWNSHIP IT SOUTH, RANGE OF WEST OF THE 6TH PARTICIPAL MEDIDAN MONIMERIED BY A 3-14" AUMINIMA CAP STAMPED "PLS 10377 1993 70.00 WC" AUD THE 300' RETERBRIE MONIMERY TO THE EAST OUARTER CORNER OF SAID SECTION 23, MONIMENTED BY A 1-1/2" AUMINIMA CAP STAMPED "15, 2692", SAID UNE BEARING 589'54'49"E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE

COMMERICANG AT THE 30' REFERENCE MONUMENT TO THE EAST OUARTER CORNER OF SECTION 23, TOWNSHIP IN SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; HENCE N23'36'18" W A DISTANCE OF 971.92 FEET, TO A POWT ON THE SOUTHWESTERLY LINE OF TRACT B. WOODWOOD PLACER RECORDED IN BOOK U-2 AT PAGE 66 IN THE RECORDS OF THE EL PASO COUNTY CLERK VID BECORDER.

THENCE ON SAID SOUTHWESTERLY UNE, 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 FOLLOWING THREE (3) COURSES:

ON SAID SOUTHERLY RICHT-OF-WAY UPIE, ON THE ARC OF A CURVE TO THE RICHT WHOSE CENTER BEARS \$33240BE; HAWRIG A RADIUS OF 3000 FEET, A CENTRAL ANGLE OF 1537'05" AND AN ARC LENGTH OF 8178 FEET, TO A POINT OF HON-TANGENT; ${\rm H3323'09''W}$ a distance of 130.11 feet, to a point of non-tangent curve, on the southerly right-of-way line of leggins way:

5522859"E A DISTANCE OF 195.58 FEET, TO A PONT ON THE WESTERLY LINE OF SAID TRACT B. WOODMOOR PLACER;

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

MET'20'01"E A DISTANCE OF 130.03 FEET; H26'20'33"E A DISTANCE OF 511.07 FEET;

117'03'30"W A DISTANCE OF 222.24 FEET; 1152'03'56"E A DISTANCE OF 451.83 FEET;

1107'26'50"W A DISTARCE OF 104.67 FEET;

THEFICE DEPARTING THE WESTERLY LINE OF SAID TRACT B, THE FOLLOWING TWELVE (12) COURSES.

NE415'58"E A DISTANCE OF 126.43 FEET, TO A POINT OF HON-TANGENT CURVE;

OH THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS 1145'46'54"E, HAWRIG A RADIUS OF 50 00 FEET, A CENTRAL ANGLE OF 105'01'39' AND AN ARC LENGTH OF 91 65 FEET, TO A POINT OF 100H-TAVERTI,

HBS'02 46 E A DISTANCE OF 42.49 FEET;

S05'08'16 E A DISTANCE OF 85 83 FEET, TO A POINT OF CURVE;

ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,470.00 FEET, A CENTRAL ANGLE OF 05'35"03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;

ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430,000 FEET, A CENTRAL ANGLE OF 52"42"18" AND AN ARC LENGTH OF 395.55 FEET, TO A POINT OF TANGENT, S00'26'47"W A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE:

\$5215'31"E A DISTANCE OF 287 37 FEET, TO A POINT OF CURVE

W59'24'51"E A DISTANCE OF 103.30 FEET, TO A POINT OF CURVE: ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 24742'05" AND AN ARC LENGTH OF 245.74 FEET, TO A POINT OF HON-TANGENT;

ON THE ARC OF A CURVE TO THE LEFT, HAVING 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.

H5310'49"E A DISTANCE OF 124.49 FEET, TO A POINT ON THE HORTHERLY RIGHT-OF-WAY LINE OF CLOVERFIELD ROAD, SAID POINT BEING A POINT OF HON-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 NISAZYTYTE, HAWNG A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 1515'51" AND AN ARC LENGTH OF 109.23 FEET, TO A POINT OF NON-TANGENT;

S50'58'07"E A DISTANCE OF 104.34 FEET, TO A POINT OF MON-TANGENT CURVE:

OH THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS \$39°04°09"N; HAVNIG A RADIUS OF 259.73 FEET, A CENTRAL ANGLE OF \$515'09" AND AN ARC LENGTH OF 443-43 FEET, TO A POINT OF HON-TANGENT;

S44'20'00"W A DISTANCE OF 278 41 FEET, TO A POINT OF NON-TANGENT CURVE:

OU THE ARC OF A CURVE TO THE LEET WHOSE CENTER BEARS \$457155FE, HANNEG A RADIUS OF 300.00 FEET, A GENTRAL ANDLE OF 1503155, ** AND AN ARC LEWGH OF BLAG FEET, TO A DOWN OF NOH-TANGENT, SAID POINT BENIG ON THE SOUTHERLY LINE OF SAID TRACT B, WOODMOOR PLACEF;

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

IG A CALCULATED AREA OF 1.452.072 SQUARE FEET OR 33.3350 ACRES.

NB3'12'34"W A DISTANCE OF 486.58 FEET, TO THE POINT OF BEGINNING:

E PARCELS OF LAND ERING PORTROUS OF TRACT F, A YACANDH AND REPLAT OF LOTS SEEDS RECORDED IN BOOK "P. 2 A F PAGE 26. HACT F WOODWOOR GEENS RECORDED IN IN THE R. AND TRACT B, WOODWOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66 ALL IN THE F. SO COUNTY CLERK AND ECCENCE, LOCATED IN HE ROPE-HEAST DUARTE OF SECTION 2. TOWNSHIP IT SOUTH, RANGE 65 WEST OF HE 6TH, HE 11H F. SOUTH, RANGE 65 WEST OF HE 6TH, BY LITT OF ELPHON SECTION 2. TOWNSHIP IT SOUTH, RANGE 65 WEST OF HE 6TH, BY LITT OF ELPHON SECTION 2. TOWNSHIP IT SOUTH, RANGE 67 WEST OF HE 6TH, BY LITT OF ELPHON SECTION 2. TOWNSHIP IT SOUTH, RANGE 67 WEST OF HE 6TH, BY LITT OF ELPHON SECTION 2. THE FINANCE WAS A PROPERLY OF THE FINANCE WAS A PROP RECORDS OF THE EL

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A PRINCIPAL MERIDIAN, 10
OLLOWS:

BASIS OF ERABNOS: THE UNE BETWEEN THE JO.00 WINESS CORRER TO THE CENTER CHARTER CORNER OF SCTON LOTA, TOWNSHIP IT SOUTH, RANGE 67 WEST OF THE 66 TH PRINCIPAL MERIDAM MORNIMENTED BY A 3-1/4" ALUMINUM CAP STAMEED "PLS 10377 1997 3000 W". AND THE SOUTH BE 30.0 REFERENCE MONUMENT TO THE EAST OUASTER CORNER OF SAD SECTION 23, MONUMENTED BY A 1-1/2" ALUMINUM CAP STAMEED "LS 2692", SAD UNE BEARING \$39754*49"E AS REFERENCED TO COLORDOO STATE PLANTE CENTRAL ZONE

THENCE 1145'57'28" W A DISTANCE OF 2,950,16 FEET, TO A POINT EASTERLY RIGHT-OF-WAY LINE OF BOWSTRING ROAD, SAID POINT BEING THE POINT OF BEGINNING: COMMERCING AT THE 30 REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP IN SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN.

THERICE ON THE MORTHERLY LINE OF SAID TRACT F. HB3'52'24"E A DISTANCE OF 180 00 FEET, HEYER OH SAD EASTERY PROAT-OF-MAY UNE, HOTO 75"V A DISTANCE OF 12100 EEER TO THE HORHMESTERY CORNER OF TRACT F. A VACATION AND REPLAT OF LOTS 436—500 WOODWOOR GREENS RECORDED IN BOOK M-2 AT PAGE 28 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDES

THENCE 588'52'24"W A DISTANCE OF 180.00 FEET, TO THE POINT OF BEGINNING, THENCE DEPARTING SAID NORTHERLY LINE, SOTOT 36 E A DISTANCE OF 121.00 FEET:

CONTAINING A CALCULATED AREA OF 21,780 SQUARE FEET OR 0.5000 ACRES.

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST OVARTER CORNER OF SECTION 23, TOWNSHIP IN SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN. THEMCE 1149/29/02" WA DISTANCE OF 2,827.55 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BOWSTRING ROAD, SAID POINT BEING THE SOUTHWESTERLY CORNER OF TRACT F. A VACATION AND REPLAT OF LOTS 496-500 WOODWOOR GREENS RECORDED IN BOOK W-2 AT PAGE 26 NI THE RECORDS OF THE EL PASO CLERK AND RECORDER, AND THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 21,779 SQUARE FEET OR 0.5000 ACRES. THENCE ON SAID SOUTHERLY LINE, S87'52'35"W A DISTANCE OF 181.23 FEET, TO THE POINT OF BEGINNING. THEFICE SOTO7'36"E A DISTANCE OF TIB.62 FEET, TO A POINT ON THE SOUTHERLY LIVE OF SAID TRACT F.

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

INCE H29/09/25" W A DISTANCE OF 1,338 71 FEET, TO A POINT ON THE HORTHERLY RIGHT—OF—WAY LINE OF CIGHS WAY, SAID POINT BEING AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF TRACT F, WOODMOOR ZENS, RECORDS OF THE BOOK U—2 AT PAGE SI IN THE RECORDS OF THE EL PASO COUNTY CLERK AND CORDER AND THE POINT OF BECANNING:

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

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

 $^{113+17'}20^\circ$ W a distance of 78.69 feet, to a point on the southerly line of a 16.00 foot utility easement recorded under reception no 202153260;

THENCE ON SAID SOUTHERLY EASEMENT LINE, H51'43'32"E A DISTANCE OF 151.99 FEET. HICE DEPARTING SAID SOUTHERLY EASEMENT LINE, S28"16'28"E A DISTANCE OF 177.70 FEET, TO A POINT ON I NORTHERLY RICHT-OF-WAY LINE OF SAID LEGGINS WAY, SAID POINT BETTG A POINT OF NON-TANGENT

HERICE ON SAID HORHERLY RIGHT-OF-WAY HUE, OH THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS 52231/567E, HAMIG A RADIUS OF 360.00 FEET, A CENTRAL AHGLE OF HT05'27" AND AN ARC LENGH OF 69.69 FEET, TO THE POINT OF BEGINNING.

ING A CALCULATED AREA OF 22,083 SOUARE FEET OR 0.5069 ACRES.

COMMENCING AT THE 30' REFERENCE MONUMENT 10 THE EAST QUARTER COPNER OF SECTION 23, TOWISHIP IT SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE 1175-557E A DISTANCE OF 1420.57 FEET, TO A POINT ON THE EASTEAN UNE OF THAT FROBERTY DESCRIBED IN THE TRUSTEE'S DEED RECORDED WIDER RECEPTION INQ. 21111/394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAD POINT BEING THE POINT OF BEGINNING.

ON THE PERIMETER OF SAID PROPERTY THE FOLLOWING SEVEN (7) COURSES.
N52'15'31"W A DISTANCE OF 7.98 FEET. TO A POINT OF CURVE:

OH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, A CEHTRAL AHGLE OF 52"42"18" AHD AH ARC LENGTH OF 395.55 FEET, TO A POINT OF TAHGENT;

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

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

S85'02'45"W A DISTANCE OF 42 49 FEET, TO A POINT OF NON-TARGENT CURVE NOB'03'16"W A DISTANCE OF 85.83 FEET;

ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N58'14'45"W, HAVING 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,

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

ME4-03-34"E A DISTANCE OF 224.55 FEET:

THENCE N50'42'25'E A DISTANCE OF 1617 14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LHE OF CLOVERLEAF ROAD, SAID POINT BEING ON THE HORTHERL LINE OF THAT PROPERTY DESCRIBED IN THE REUSTER'S DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLEPK AND RECORDER AND THE POINT OF BEGINNING. COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOMISHIP SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; CONTAINING A CALCULATED AREA OF 101,309 SQUARE FEET OR 2 3257 ACRES. \$05'52"43"E A DISTANCE OF 936.00 FEET, TO THE POINT OF BEGINNING

ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01714'02" AND AN ARC LENGTH OF 16.80 FEET, TO A POINT OF TANGENT; \$58"10"49"W A DISTANCE OF 124.49 FEET, TO A POINT OF CURVE.

\$59"24"51"W A DISTANCE OF 103.30 FEET, TO A POINT OF NON-TANGENT CURVE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS \$6326'34"W, HAVING A RADIUS OF \$7500.0 FEET, A CENTRAL ANGLE OF 23'19'20" AND AN ARC LENGTH OF 232'02 FEET, TO A POINT NOTH-TANGENT.

> ENCE 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 161.66 FEET, TO A POINT OF NON-TANGENT;

ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS \$34'31'55'E, HAVNIG A RADIUS OF 230,00 FEET, A CENTRAL ANGLE OF 19'25'04" AND AN ARC LENGTH OF 77'95 FEET, TO A POINT OF TANGENT,

1174"53"09"E A DISTANCE OF 8.95 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLOVERLEAF ROAD, SAID POINT BEING A POINT OF NON-TANGENT CURVE.

HERICE ON SAID WESTERLY FIGHT-OF-WAY LUKE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS JUBUREZTE, HAVRIG A FADUS OF \$10,00 FEET, A CENTRAL ANGLE OF 25'5710" AND AN ARC LENGTH OF 185.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 67,905 SQUARE FEET OR 1 5589 ACRES

AREAS OF CONCERN NOTES:

THENCE ON THE EASTERLY RIGHT-OF-WAY UNE OF SAID BOWSTRING ROAD, HOTO? 35"W A DISTANCE OF 12177 MATTERS, WHICH MAY AFFECT THE STATUS OF THE TO. THE SURVEY REPORTED PROPERTY ARE RIGHEERING, LLC AND 3.

THE SURVEYOR OF RECORD DO NOT WARRANT OR REPORTED THAT ALL MATTERS THAT MAY AFFECT THE AFE
HOTED BELOW. THE THUMBERS HIT THAY SEED THAT MAY AFFECT THE AFE
HOTED BELOW. THE HUMBERS HIT THE FOLLOWING COMMENTS CORRESPOND TO THE HUMBERS SHOWN OIL OUR

AN ASPAAT ROAD SHOWN HEREON, LES WITHIN THE RECORD THEL LIVES. WE ENGINEERING, LLC WAS NOT PROVIDED WITH AND DID NOT RESEARCH ANY PUBLIC DOCUMENTS DEFINING OR GRANTING THIS USE. CREATING AN AREA OF CONCERN.

WATER MARKEE AND A STUB, SHOWN HEEE, HE WITHIN THE RECORD THE LINES. HE ENGINEERING, LLC WAS NOT PROVIDED WITH AND DID NOT RESEARCH ANY PUBLIC DOCUMENTS DEFINING OR GRANTING THIS CREATING AN AREA OF CONCERN.

TITLE COMMITMENT NOTES:

HAS LAND SURVEY DOES NOT CONSTITUTE A THILE SCARCH BY ME EIGSHEERING, LUC TO DETERANTE OWNERSHIP OF THIS TRACT FEBRY THE DESCRIPTION WHAT HAT OF AULACENT TRACTS, OR VERFY KEASEMENTS OF RECORD. FOR ALL HEFORKATION REGARDING EXSENSITS. OR RECORD. FOR ALL HEFORKATION REGARDING EXSENSITS. OR RECORD. FOR THE CONFIDENCE OF ALL HEFORKATION REGARDING EXSENSITS. BROWN-DE-WAY OR THILE OF RECORD. AF ENGLEERING, LUC REPLIED UPON THILE OPERER NO. SCS5031288—5. PREPARED BY LAND THE GUARRAITEE COMPANY, DATED APRIL 28TH, 2020 AT 5:00 P.M.

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)

WISHE AND APPARENT EVIDENCE OF EASEMENTS OR CLAIMS OF EASEMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF. MSIBLE AND APPARENT DISCREPANCIES, CONFLOCTS IN BOUNDARY LINES, SHORTAGES IN AREA AND ENCROACHMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WISHLE AND APPARENT ENDENCE OF RIGHTS OR CLAIMS OF PARTIES IN POSSESSION ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

6. 7. 8. 9 JR ENGINEERING. LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.

ITEM INTENDONALLY DELETED.

COVENANTS RECORDED IN BOOK 2452 AT PAGE 936 AND AMENDED IN BOOK 2579 AT PAGE 423 AFFECTS THE ENTIRE SUBJECT PROPERTY (NOT A SURVEY MATTER)

EASEMENTS AS NOTED OR SHOWN ON THE PLAT OF WOODMOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 51 ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELLEF

EASEMENTS AS NOTED OR SHOWN ON THE PLAT OF WOODMOOR PLACER RECORDED IN PLAT BOOK U-2 AT PAGE 66 ARE SHOWN HERECH TO THE BEST OF OUR KNOWLEDGE AND BELIEF. EXSEMENTS AS NOTEO OR SHOWN ON THE PLAT OF A VACATION AND REPLAT OF LOTS 496-500 WOODWOOK GREENS RECORDED IN PLAT BOOK W-2 AT PAGE 26 ARE SHOWN HEREON TO THE BEST OF OVE KNOWLEDGE AND BELEF.

A REPLAT OF LOTS 344, 345, 392, 393 394, 395 & 396 RECORDED IN PLAT BOOK W-2 AT PAGE 27 DOES NOT AFFECT THE SUBJECT PROPERTY.

THE WOODWOOR WATER AND SANITATION EASEMENT RECORDED IN BOOK 5437 AT PAGE 645 IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF

ITEM INTENTIONALLY DELETED.

THE RICHT-OF-WAY EASEMENT RECORDED UNDER RECEPTION NO 200016379, IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

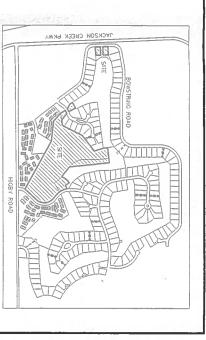
THE UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 202153260 IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF. THE EASEMENT RECORDED UNDER RECEPTION NO. 202172358 IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF

ITEM INTENTIONALLY DELETED

THE ACCESS EASEMENT RECORDED UNDER RECEPTION NO. 211111395 IS SHOWN HEREON OF OUR KNOWLEDGE AND BELIEF. THE WATER ALLOWANCE TRANSFER AGREEMENT RECORDED UNDER RECEPTION NO. 205040027. JR ENGINEERING DID NOT ADDRESS THIS ITEM. (NOT A SURVEY MATTER) THE ACCESS EASEMENT AGREEMENT RECORDED UNDER RECEPTION NO. 204059026 IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

JR ENGINEERING DID NOT ADDRESS THIS ITEM.

DUPLICATES OF THE ABOVE OR DELETED ITEMS FROM PREVIOUS COMMINENTS, JR ENGINEERING NOT EXAMINE OR ADDRESS THESE ITEMS. THE EASEMENT AGREEMENT RECORDED UNDER RECEPTION NO. 208043977 AND DESCRIBED UNDER RECEPTION NO. 208043978 IS SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.



GENERAL NOTES,

IR THE BILAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL LIGHBERS AND PROFESSIONAL LIAND SURPEYORS, CERTIFICATION IS DEFINED AS A STATEMENT THAT CLUDES THE FOLLOWING. (A) IS SCHED MAD/OR SEALED BY A PROFESSIONAL LIAND SURPEYOR PRESENTED THAT THE SUPPEYING SERVICES ADDRESSED THERRIH HAVE BEEN PERFORMED BY THE PROFESSIONAL LIAND SURPEYOR IN RESPONSIBLE. (B) IS DIFFERMED BY THE PROFESSIONAL LIAND SURPEYOR IN RESPONSIBLE. (B) IS SEED UPON THE PROFESSIONAL LIAND SURPEYOR THE PROFESSIONAL THE PROFESSIONAL LIAND SURPEYOR THE PROFESSIONAL THE PROFESSIONAL LIAND SURPEYOR THE PROFESSIONAL THE PRO

PER.C.R.S. 13—04—503, AHY PERSON WHO KNOWHIGLY REMOVES, ALTERS OR DEFACES AHY PUBLIC LAND SURVEY MONUMENT OR LAHD MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) INSDEMEANOR.

EER, C.E.S., 38—51—106. "ALL LUKELL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY EET. ONE METER EQUALS 39 37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL VISITUTE 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. PITS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EVANUED AS TO LOCATION AND SE AND WERE FOR EXMANDED S. TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBUGATIONS, OR AS TO THE RIGHT TO GRANT THE SAME.

NEED UTILITÉS AND/OR PPELMES ARE SHOWN PER VISILE AND APPARENT SURFACE EMPÉRICE OR CORRO DEMANNICS OF THE CONSTRUCTED VILLYT LIVES. IF MORE ACCURATE LOCATIONS OF MORROPOUND UTILITÉS ARE REQUIRED. THE UTILITY WILL HAVE TO BE VERRIED BY FIELD POHHOLING ENDINEERING. LUC AND THE SURFEYOR OF RECORD SHALL FOR THE LOCATION OF OR E. PAULIRE TO HOTE THE LOCATION OF HON-MISBLE UTILITIES.

THE BASIS OF BEABLIOS IS THE LINE BETWEEN THE 30,00° WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 23, TOWNSHIP IT SOUTH, RANGE 67 WEST OF THE 61H PRINCIPAL MERIDIAN MONUMENTED BY A 3-1/4" ALUMANUM CAP STAMPED "15, 10377 1937 30,00 WC" AND THE 30,0 FEFTEREE MONUMENT TO THE EAST CHARTER CORNER OF SAID SECTION 23, MONUMENTED BY A 1-1/2" ALUMANUM CAP STAMPED "15, 2682", SAID LITE BEARING 539'54'49"E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE

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

HAS SITE IS NOT WITHU A DESIGNATED FEMA FLOODPLAN, AS DETERMIED BY THE FLOOD INSURANCE RATE MAP FOR EL PASO COUNTY, COLORADO, MAP HUNBERS 08041C0279G & 08041C0279G, EFFECTIVE DATE DECEMBER 7, 2016

HERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY

THERE IS NO DESIGNATED PARKING AREAS ON THE SUBJECT PROPERTY.

ANDRÉSSES FOR THE SITE ARE AS FOLLOWS PER THE ITILE COMMITMENT O CLOVERLEAF POAD, O CARBOU'DRIVE WEST, O LEGGIHS WAY, O HARNESS ROAD, O BOWSTRING ROAD, 730 WEST CARBOU DRIVE, 1835 BOWSTRING ROAD, MOKUMENT, CO 80132 THIS SITE CONTAINS A CALCULATED AREA OF 1,686,928 SQUARE FEET OR 38 7265 ACRES

SURVEYOR'S STATEMENT.

T CIOÓFRILAS, LLC. A COLORADO LUNTED LUBILITY COMPANÍA. TO THE TRUST FOR CAPA E. MALHERS UTA DICEADO-TRUST ET. 41.. TO "MALHERS FAMIL", PARTRESSHIP, LLP. A COLORADO LUNIED LUBILITY LUNTED BREISHIS; TO LAND TITLE GUAPANTEE COMPANY AND TO OLD REPUBLIC NATIONAL TITLE INSURANCE REVENTA

IS IS TO CERRITY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN COORDANCE/WITH THE ZOIG MINIMUM STANDARD DEFAIL REQUIREMENTS FOR ALTA/MSPS LAND THE SURVEYS, WHILLY ESPAISHED AND ADOPED BY ALTA MOND MSPS, AND INCLUDES INFAIS 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9 & OF T-BUE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 30, 2020

DATE OF MAP OR PLAT

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR COLOGADO P.L.S.: NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

NOTICE:



C.R.S., 11–90-105, YOU MUST COMMENCE HIY LEGAL ACTION BASED UPON HIY DEFECT IN THIS SUPPLY WIN THEE TEARS AFTER YOU FREST DISCORER SUCH DEFECT, HI NO EVERTIN MAY ATTY ACTION BASED UPON HIY DEFECT IN THIS SUPPLY COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION WIN HEEGON.

OF LAND SURVEY PLATS, AT PAGE(S)

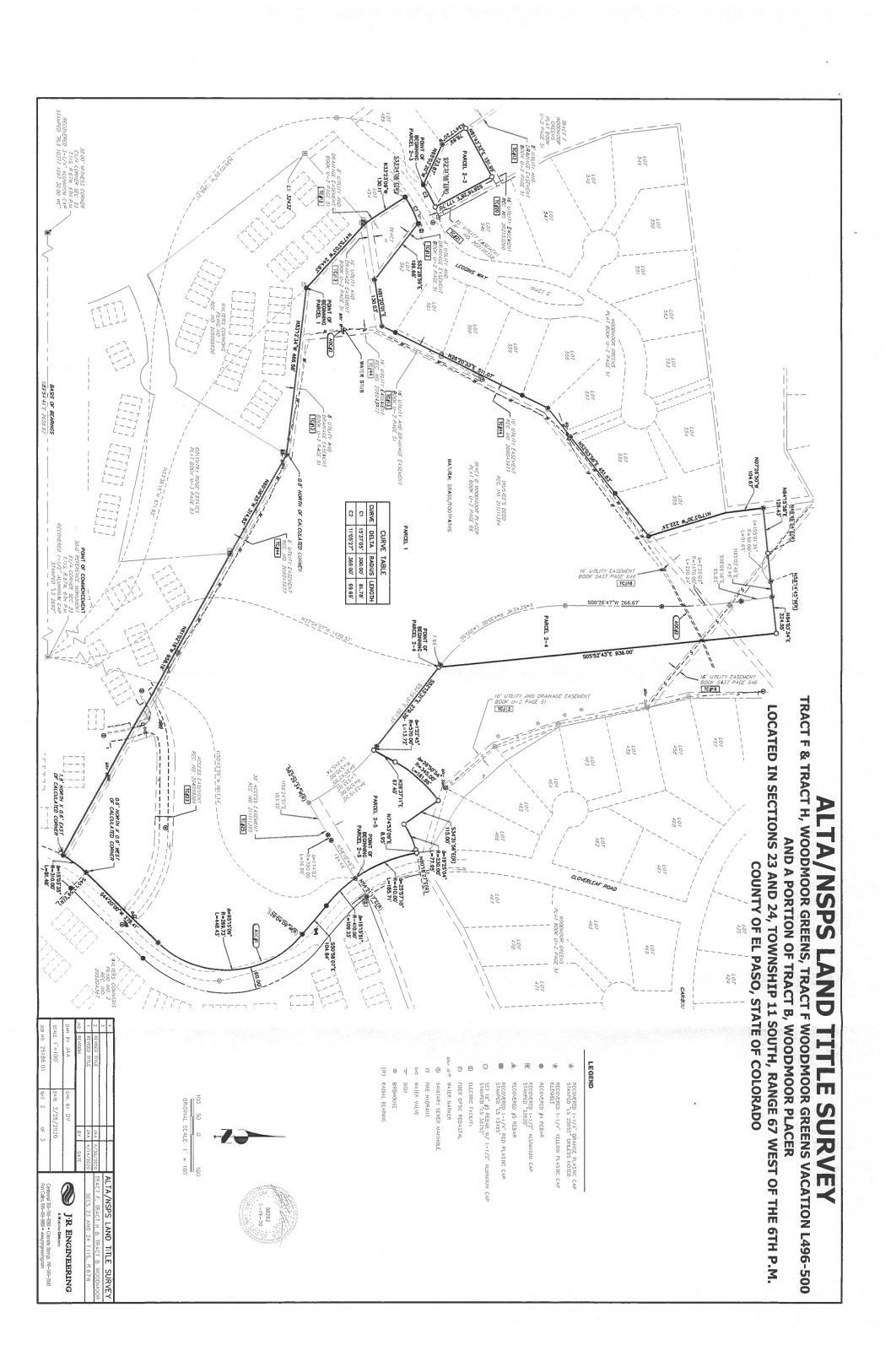
DEPOSIT NUMBER OF THE RECORDS OF THE CLERK AND RECORDER'S

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

DEPOSITING CERTIFICATION

)				1
	DATE	ВҮ	NO. REVISION	9
SECS 23 AND 24 T.HS, R.67W	4/14/2020	JAA	REMSED TITLE	QiQ
IRACI F. IRACI H & IRACI B WOODMO	4/30/2020	JAA	2 REVISED TITLE	
	5/19/2020	JAA	3 ADD TO CERTIFICATION	- NO
ALTA/NSPS LAND TITLE SURVE			4	
		BY DEPUTY	EV.	

CHK. BY DV 2/28/2020 J'R ENGINEERING



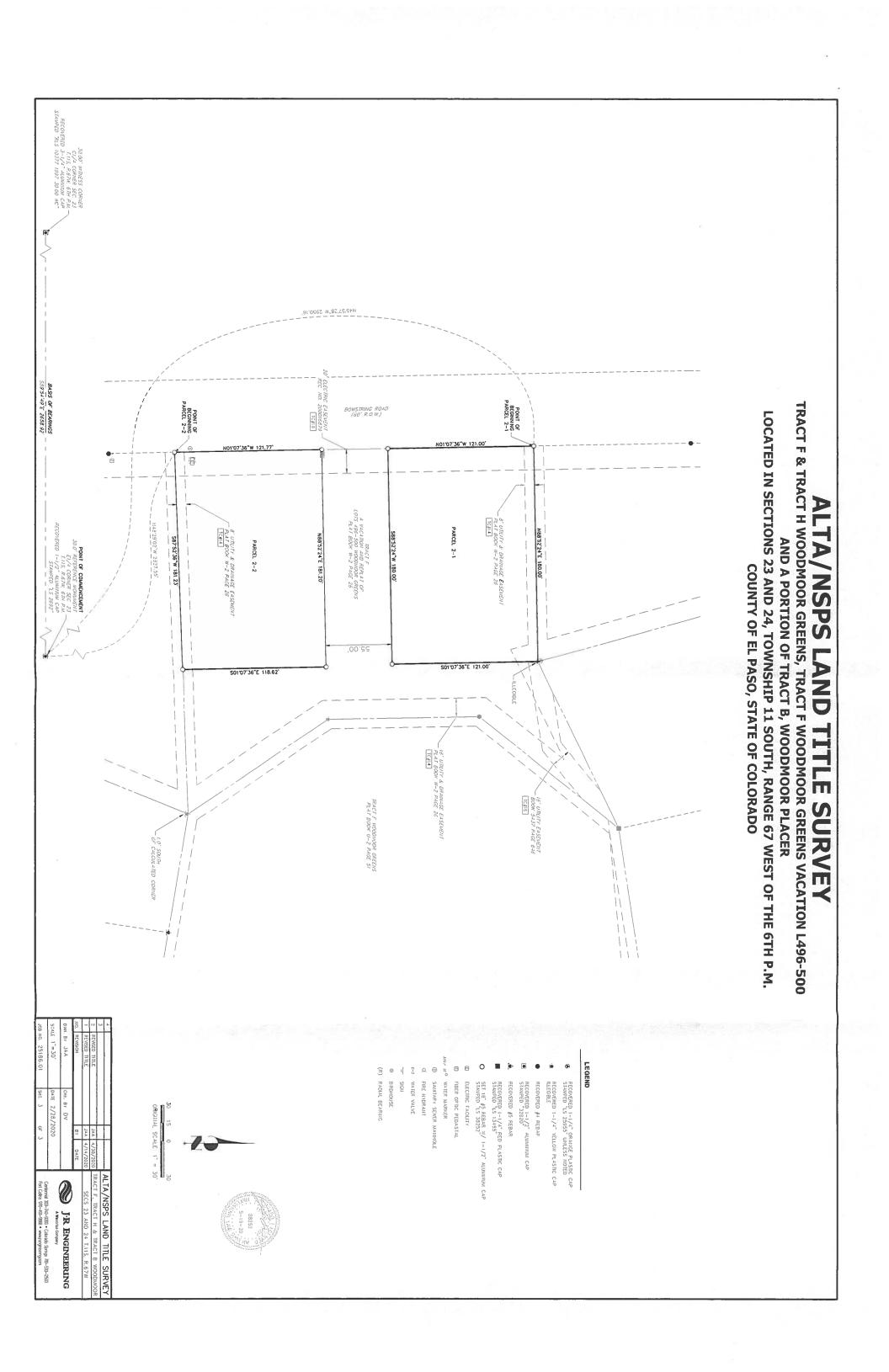


EXHIBIT B

LAND SURVEY PLAT

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** RIDIAN

LEGAL DESCRIPTION.

HINE (9) PARCELS OF LAND LOCATED HI SECTIONS 13, 23, AND 24, TOWNISHE IN SOUTH, RANGE 67 WEST OF THE 6TH P.M., ALL IN THE COUNTY OF EL FASO, STATE OF COLORADO, BEHIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL OF LAND BEING A PORTION OF TRACT F. WOODMOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 5 ACT F. A VACATION AND REPLAT OF LOTS 499-500 WOODMOOR GREENS, RECORDED IN PLAT BOOK W-2 AT PAGE 50 CONTY CLERK AND RECORDER, LOCATED IN THE EAST HALF OF SECTION 23 AND THE MASHP IT SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MCREFOLLOWS.

BEGNINING THAT THE MOST MORTHEASTERLY CORNER OF TRACT F, WOODMOOR GREEMS, RECORDED HI PLAT BOOK U-2 AT PAGE 51 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 A DISTANCE OF 1079.82 FEET
- S20"42"44"E A DISTANCE OF 178.01 FEET.
- \$2816'28'E A DISTANCE OF 349,77 FEET, TO A POINT OF HON-TANGENT CURVE ON THE NORTHERLY RIGHT-OF-WAY UNE OF LEGONS WAY;
- HERICE DEPARTING SAID BOUNDARY UNE, 112818728"W A DISTANCE OF 177.70 FEET, TO A POINT ON THE SOUTHERLY UNE OF THAT ASEMENT RECORDED UNDER RECEPTION NO. 2021537260; ON SAID HORTHERLY RIGHT-OF-WAY LINE, OH THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S1742'27'E, HAVHIG A RADIUS OF 360.00 FEET, A CENTRAL AHGLE OF 0449'29" AND AN ARC LENGTH OF 30.32 FEET, TO A POINT OF NON-TANGENT,

HENCE ON SAID SOUTHERLY EASEMENT UNE, S614332'W A DISTANCE OF 151.99 FEET, TO A POINT ON THE BOUNDARY UNE OF SAID TRACE

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

- 1134"17"20"W A DISTANCE OF 429.38 FEET
- N51'39'48"W A DISTANCE OF 234.56 FEET;
- 130/30/33"W A DISTANCE OF 541.43 FEET, TO THE SOUTHEASTERLY CORNER OF TRACT F_r A VACADON WOODMOOR GREENS, RECORDED IN PLAT BOOK W-2 AT PAGE 26: AND REPLAT OF LOTS 496-500

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

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

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

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE. THE FOLLOWING TWO (2) COURSES: THEFFICE ON SAID EASTERLY RIGHT-OF-WAY LIME, HOPOT'36"W A DISTANCE OF 55.00 FEET.

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

NOTOTISTW A DISTANCE OF 121 00 FEET, TO A PONT ON THE NORTHERLY UNE OF SAID TRACT F, A VACATION AND REPLAT OF LOTS 1965-500 WOODWOOR GREENS:

THENCE OH SAID HORTHERLY LINE. NG41319°E A DISTANCE OF 153.94 FEET, TO A POINT ON THE HORTHERLY LINE OF TRACT F. WOODMOOF

HEMCE ON SAID MORTHERLY LIME. THE FOLLOWING FIVE (5) COURSES:

- SS8'16'02'E A DISTANCE OF 243.31 FEET;
- \$7505'38"E A DISTANCE OF 231.44 FEET;

- M60'52'57"E A DISTANCE OF 162 AO FEET, TO THE POINT OF BEGINNING

GENERAL NOTES:

- PER THE BILAMS AND BULES OF THE STATE BOARD OF LICEISURE FOR PROFITEITS, PROFESSIONAL ENGINEERS AND PROFESSIONAL STATEMENT AND PROFESSIONAL LICEISURE STATEMENT AND PROFESSIONAL LIAND SURVEYOR REPRESSIONAL LIAND SURVEYOR REPRESSIONAL CHARLES AND PROFESSIONAL LIAND SURVEYOR REPRESSIONAL CHARLES AND PROFESSIONAL LIAND SURVEYOR REPRESSIONAL CHARLES AND PROFESSIONAL LIAND SURVEYOR BURKEYOR OR WHITE THE PROFESSIONAL LIAND SURVEYOR WERE A SEED PUON HE PROFESSIONAL LIAND SURVEYOR SURVEYOR WERE A SEED PUON HE PROFESSIONAL LIAND SURVEYOR WERE A SEED PUON HE PROFESSIONAL SEED PUON HE PROF
- PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONIMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMENTOR
- PER C.R.S. 33-51-106, "ALL UNEAL UNITS DEPICTED ON THIS LAND SURVEY FLAT ARE U.S. SURVEY FEET. ONE METER ECUALS 39 37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF ELPASO COUNTY, COLORADO
- EASEMENTS AND FUBLIC DOCUMENTS SHOWN OR NOTED HEREON VERE EXAMINED AS TO LOCATION AND FURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS TO THE RIGHT TO GRANT THE SAME.
- BASS OF BEARNGS: THE UNE BETWEEN THE 30.00' WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SQUITH, PANCE 67 WEST OF THE 61H PRINCIPAL MERIDIAN MOUNIMENTED BY A 5-1/4" ALUMNIUM CAP STAMED "PLS 1037" 1927 30:00 WC" AND THE 300' CANAPTER CORNER OF SAB SECTION 23, MOUNIMENTED WE AS THE 105 AND SECTION 23, MOUNIMENTED WE AS THE SECTION OF STAMPED "LS 2892", SAID UNE BEARING SS9"5"49" E AS REFERENCED TO COLOPADO STATE PLANE CENTRAL ZONE.
- THE LAST FIELD INSPECTION OF THIS SITE WAS ON MAY 15, 2020.
- THIS LAND SUPVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD, FOR ALL WIFOMATION REGARDING EXSENSIVES, ROBERT OR THE OF RECORD, AR ENGINEERING, LLC RELED UPON THIS ORDER NO SCS5081294, PREPARED BY LAND THE GUNRANTEE COMPANY.

LEGAL DESCRIPTION (CONTINUED),

PARCEL OF LAND BEHG ALL OF TRACT D. WOODWOOD PLACER, RECORDED HI PLAT BOOK U-2 AT PAGE 66 AND A PORTION OF LOTS 409 TO 410, WOODWOOR GREENS RECORDED HI PLAT BOOK U-2 AT PAGE 51, ALL HI THE RECORDS OF THE EL PASO COUNTY CLERK AND CORNER, LOCATED HI SECTION 24, TOWNSHEM IT ISOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, ING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGUNNIO HAT THE MOST SOUTHWESTERLY CORNEE OF LOT 457, WOODMOOR CREEKS, RECORDED IN PLAT BOOK W-2 AT PAGE S1, SAID PONIT LYNG ON THE BOUNDARY WHE OF TRACT D. WOODMOOR PLACER, RECORDED IN PLAT BOOK U-2 AT PAGE 65 ALL IN THE RECORDES THE EL PASO COUNTY CLERK AND RECORDER;

THETICE ON THE BOUNDARY UNE OF SAID TRACT D. THE FOLLOWING SIX (6) COURSES.

- N59'14'53"E A DISTANCE OF 176 89 FEET;
- 1155'33'04"E A DISTANCE OF 479.36 FEET.
- NOT12'23"W A DISTANCE OF 189.98 FEET;
- 1170'59'50"E A DISTANCE OF 374.94 FEET.
- 504'12'07"W A DISTANCE OF 1221 82 FEET,
- $504^{\circ}16^{\circ}22^{\circ}E$ A DISTANCE OF 360.45 FEET, TO THE NORTHWESTERLY CORNER OF LOT 410, WOODMOOR U=2 AT PAGE 51;

THENCE 507'21'28"W A DISTANCE OF 194.94 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 409, WOODMOOR GREENS, SAID POINT LYING ON THE BOUNDARY UNE OF TRACT D, WOODMOOR PLACER, THEFICE SOT 27 39 E A DISTAIRCE OF 131.92 FEET, TO A POBIT OF THE SOUTHERLY UNE OF SAID LOT 410,

HERICE ON THE BOURDARY LINE OF SAID TRACT D. THE FOLLOWING FIFTEER (15) COURSES

- S42'30'19"E A DISTANCE OF 204.86 FEET;
- \$70.48.52 A DISTANCE OF 291.65 FEET
- S22'26'19"W A DISTANCE OF 263.17 FEET;
- 1145'25'49"W A DISTANCE OF 50.00 FEET, \$44"12"29"W A DISTANCE OF 109.83 FEET;
- S44"34"11"W A DISTARCE OF 50.00 FEET:
- S45'25'49"E A DISTANCE OF 50.00 FEET:
- S44'34'11"W A DISTAUCE OF 77.86 FEET;
- S00"11"57"W A DISTANCE OF 154.68 FEET:
- 10. S15'20'03"W A DISTAUCE OF 93 94 FEET:
- 1. N45'04'53"W A DISTANCE OF 710.55 FEET
- 13. H32'54'08"W A DISTANCE OF 214.68 FEET: 12. 1113'31'41'E A DISTANCE OF 439.81 FEET;
- 14. 558'46'35"W A DISTANCE OF 515.03 FEET, TO A PORIT OF NOT-TANGENT CURVE ON THE EASTERLY RIGHT-OF-WAY LINE OF CLOVERRELD ROAD.
- 15. OH SAID EASTERLY RIGHT-OF-WAY LINE, OH THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS H53'55'22'E, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 31'13'06" AND AM ARC LENGTH OF 190.71 FEET, TO A POINT OF TO THE POINT OF BEGINNING

ALL OF TRACT H, LYING HORTH OF HARNESS ROAD, WOODWOOR GREEKS RECORDED IN PLAT BOOK U-2 AT PAGE SI IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.

PARCEL 4

PARCEL 5 ELL OF TRACT A WOOMOOR GEERIS RECORDED UNDER PLAT BOOK U-2 AT PAGE 51, TOGETHER WITH ALL OF TRACT A, A VACATION AND REPLAT OF LOTS 392-396, 314 & 3145, WOODMOOR GREENS, RECORDED IN PLAT BOOK W-2 AT PAGE 27, ALL IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.

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

GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE 51 IN THE RECORDS

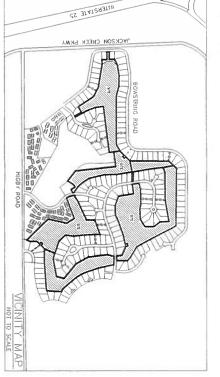
PARCEL 7

PARCEL 6

ALL OF TRACT B, WOOL OF THE EL PASO COUNTY CLERK AND

PARCEL & ALL OF TRACT C. WOOL RECORDER. PLACER, RECORDED IN PLAT BOOK U-2 AT PAGE 66 N 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



LEGAL DESCRIPTION (CONT TINUED),

A PARCEL OF LAND BEING A PORTION OF TRACT B, WOODMOOR PLACER, RECORDED IN PLAT BOOK U-2 AT PAGE 66 IN THE RECORDS OF THE EL PAGO COUNTY CLERK AND RECORDER, LOCATED IN SECTION 24, TOWNSHIP IN SOUTH, RANGE 67 WEST OF THE 6TH PLA BEING MORE PARTICULARLY DESCRIBED AS POLICIA'S

BEGHINNG AT THE SOUTHEASTERLY CORNER OF LOT 486, WOODWOOR GREENS, RECORDED IN PLAT BOOK U-2 AT PAGE 51, SAID POINT BEING A POINT OF HON-TANGENT CURKE ON THE WESTERLY RICHT-OF-WAY UNE OF CLONERLEAF ROAD.

HENCE DEPARTING SAID WESTERLY RI HERICE OR SAID MESTERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS NB5°06'35'E, HAWNG A YADNS OF 410.00 FEET, A CERTRAL ARCEL OF 04°48'09" AND AR ARC LERGTH OF 34 37 FEET, TO A PORIT OF ROSH-TANGENT, GHT-OF-WAY LINE, THE FOLLOWING COURSES.

\$74.53.09 W A DISTANCE OF 8.95

FEET, TO A POINT OF CURVE,

- ON THE ARC OF A CURVE TO THE 77.95 FEET, TO A POINT OF HON-LEFT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 19'25'04" AND AN ARC LENGTH OF
- 3. N34'31'56"W A DISTANCE OF 115.00 FEET, TO A POINT OF NON-TANGENT CURVE.
- ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS \$34'31'56"E. HAWNG A RADIUS OF 345 00 FEET, A CENTRAL ANGLE OF 26'50'54" AND AN ARC LENGTH OF 181.86 FEET, TO A POINT OF TANCENT:
- \$28'37'11"W A DISTANCE OF 67.40 RECORDED UNDER RECEPTION NO.) FEET, TO A POINT OH THE EASTERLY OF THAT PROPERTY DESCRIBED IN THE TRUSTEES DEED 211111394; SAID POINT BEING A POINT OF HON-TANGENT CURVE;
- HENCE ON SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES

ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS \$390714*W, HAVNIG A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 0172745" AND AN ARC LENGTH OF 13.72 FEET, TO A POINT OF TANGENT.

HENCE DEPARTING SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES

HS215'31"W A DISTANCE OF 279 39 FEET,

- 1105'52'43"W A DISTANCE OF 936.00 FEET:
- MENCE ON SAID NORTHERLY UNE. SS±1558°W A DISTANCE OF 12843 FEET. TO A POINT ON THE BOUNDARY UNE OF TRACT B. WOODMOGR PLACER, RECORDED IN PLAT BOOK U−2 AT PAGE 86; SB403/34"W A DISTANCE OF 224-55 FEET, TO THE FIORTHEELY LINE OF SAID PROPERTY DESCRIBED IN THE TRUSTEES DEED RECORDED WIDER RECEPTION NO. 211111394;

THERICE OF SAID BOUNDARY LINE. THE FOLLOWING THIRTEEN (13) COURSES

- 1107'26'50"W A DISTANCE OF 145.51 FEET,
- \$43"13"41"E A DISTANCE OF 50.00 1146"46"19"E A DISTANCE OF 136 07 FEET; FEET.
- N46'46'19"E A DISTANCE OF 50.00 FEET
- 5 N4313'41"W A DISTANCE OF 50.00 FEET.
- 6 H154519°E A DISTANCE OF 136 54 FEET;
 7 H7319°12°E A DISTANCE OF 261 57 FEET;
 8 S00°54°52°E A DISTANCE OF 360.00 FEET;
- S00'23'24"E A DISTANCE OF 265.00 FEET;
- 10. S12'33'49'E A DISTANCE OF 370.00 FEET;
- 11. \$32'32'03"E A DISTANCE OF 173.99 FEET,
- 12. \$41723'18"E A DISTANCE OF 156 18 FEET;
- 49 FEET, TO THE POINT OF BEGUNNING

SURVEYOR'S STATEMENT.

I, JARROO ADAMS, A PROFESSIONAL PERFORMED UNDER MY DIRECT SUPESURVEY. LAID SURVEY LICENSED III THE STATE OF COLORADO DO HEREBY CERTIFY THAT A SURVEY WAS PAIGN III MAY OF THE TEAR 2020, AID THAT THIS MAP OR PLAT ACCURATELY REPRESENTS SAID

DATE OF MAP OR PLATE

JARROD ADAMS, PROFESSIONAL LAND COLORADO P.L.S. NO. 38252 FOR AND ON BEHALF OF JR. ENGINEEN RIFIG, LLC SURVEYOR

NOTICE



COMMENCE MY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER IN 19 EVENT MAY AUTH ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE CONMENCED MORE THAN CERTIFICATION SHOWN MERCIN

EPOSITING CERTIFICATION

DEPOSITED THIS DAY OF	, AD 20 AT
O'CLOCK M IN BOOK	OF LAND SURVEY PLATS, AT PAGE(S)
DEPOSIT NUMBER	OF THE RECORDS OF THE CLERK AND RECORDER'S
OFFICE OF EL PASO COUNTY, COLORADO.	

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

Fort Collins 970—191—9883 • www.yergineering.com		SHT 1 OF 6	JOB NO. 25186.00	
A Westrian Company A Westrian Company		DATE 05/20/2020	SCALE N/A	
J-R ENGINEERING		CHK Br JA	DAN BY IM	
	DATE	BΥ	NO. REVISION	
WALIERS OFEN SPACE			2	
			3	
LAND VORVET TEAT				

