

SF-21-023

**PUBLIC RIGHT OF WAY LICENSE AGREEMENT
CLOVERLEAF FILING NO. 2**

THIS PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT ("Agreement"), is made this 27th day of June, 2023, between **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO**, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 ("Licensor"), **CND-CLOVERLEAF, LLC** ("Developer"), and **CLOVERLEAF METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose mailing address is Public Alliance, 13131 W Alameda Pkwy, Suite 200, Lakewood, CO 80228 ("District"). Developer and District may be collectively referred to herein as "Licensees." Licensor and Licensees may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

RECITALS

WHEREAS, Developer plans to develop on the Property legally described in Exhibit A, attached hereto and incorporate herein by reference, a subdivision known as Cloverleaf Filing No. 2; and

WHEREAS, District is the metropolitan district that is authorized to finance, own, operate, and/or maintain certain public improvements that are necessary to serve the Cloverleaf subdivision; and

WHEREAS, Licensor will own certain rights-of-way known as White Clover Drive, Crimson Clover Drive, and Alsike Clover Drive within the Property; and

WHEREAS, Developer wishes to install and, following acceptance, District will maintain street signposts within the White Clover Drive, Crimson Clover Drive, and Alsike Clover Drive rights-of-way in order to comply with County requirements; and

WHEREAS, Licensor, as a convenience to Licensees, consents to allow Licensees to use portions of the White Clover Drive, Crimson Clover Drive, and Alsike Clover Drive rights-of-way for the purposes of installation, maintenance, repair and replacement of street sign posts (the "Improvements"); and

WHEREAS, Licensees are required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor's right-of-way.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

Steve Schleiker
06/28/2023 09:36:26 AM
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Rec \$0.00 Pages

El Paso County, CO



223054272

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Description and Use of the Licensor's Premises: Licensor hereby grants to Licensees a License for the installation, maintenance, repair and replacement of the Improvements within portions of Licensor's rights-of way known as White Clover Drive, Crimson Clover Drive, and Alsike Clover Drive as shown by the shaded areas depicted on Exhibit B, attached hereto and incorporated herein by reference (the "Licensed Premises"). If the Improvements include any lighting fixtures or features, other than streetlights, the use of such lighting must immediately cease upon written direction of the County Engineer and may not resume until written permission is granted. As this Agreement only creates a license, each Party's rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create a real property interest of any kind or nature, or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of Licensees and their respective employees, agents, servants and invitees for any lawful purposes associated with the installation, maintenance and lawful use of the Improvements. The Improvements shall be owned by Developer, and District shall have no obligations under this Agreement, until such time as the Improvements are accepted by District for the ownership and maintenance, at which time Developer's rights and obligations under this Agreement shall terminate and District's rights and obligations shall commence without further action by the Parties.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue until Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

4. Additional License Terms:

a. Utilities. Licensees are responsible to ensure no damage occurs to existing utility and other installations that may be present on the right of way during maintenance, repair or replacement of the Improvements. Licensor reserves the right to issue work in the right of way permits allowing installation of utilities in the Licensor's public right of way. Licensees shall not interfere with these installations, which will take precedence over any Improvements now in place or installed in the future. If any utility installation damages all or any portion of the permitted Improvements within the Licensed Premises, Licensor shall have no liability to Licensees for such damages.

b. Damage. Licensees are responsible for reimbursing Licensor for the repair of any damage to fences, signs, delineators, guardrails, landscape plantings of Licensor, or any other right of way improvements resulting from Licensee's operations. Licensees shall hold Licensor, its elected officials, appointees, officers, and employees free and harmless from all risk of injury or damage to Licensee, property of Licensees, and Licensees' agents, employees, assigns and successors or others which may result from debris, foreign objects, or chemical contamination resulting from normal maintenance activities performed by Licensor. Licensees are responsible for

reimbursing Licensor for the repair and re-survey of any damage and disturbance to any survey monuments resulting from activities within the Licensed Premises by Licensees.

c. Licensor's Need for Right of Way. Licensor will not replace or relocate any Improvements placed within the public right of way or the Licensed Premises if Licensor has to remove Improvements, in whole or in part, for any reason including but not limited to safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

d. Work in the Right of Way Permit. Prior to any major construction, operation, and/or landscaping activities within the Licensed Premises, Licensees shall obtain a Work in the Right of Way Permit from the El Paso County Department of Public Works in accordance with the El Paso County Engineering Criteria Manual. A new Work in the Right-of-Way Permit will be required whenever the previous Work in the Right-of-Way Permit has expired or for each new activity in the then current Work in the Right-of-Way Permit.

e. Provision of Utilities. If the Improvements are connected to any utilities, e.g. water or electricity, Licensees shall be responsible for complying with all rules and paying all rates and costs established by the utility providers.

f. Maintenance of Improvements. As the Improvements will be a part of Licensor's public right of way, Licensees are expected to maintain the Improvements in an acceptable manner. Upon notice of any deficiency in the Improvements, either: a) by Licensor; or b) by its own observation; or c) by any other means, Licensees shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor to correct the deficiency and to protect the safety of the traveling public. In the event Licensees, for any reason, do not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill Licensees for such work. Licensees shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the right of way and/or the public's health, safety, and welfare.

g. Maintenance of Right of Way. As part of its normal maintenance, repair and snow removal operations, Licensor may drive across or work adjacent to the Licensed Premises. Though Licensor shall take reasonable care when doing so, Licensor shall not be responsible to Licensees for any damage to the Improvements that may occur in the course of maintenance, repair or snow removal operations. Licensor will not provide snow removal within the Licensed Premises. Some snow may be left in front of the Licensed Premises during normal snow removal activities.

h. Natural Disasters. Licensor shall not be liable to Licensees in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements. In the event the Licensed Premises are damaged due to a natural disaster, it

shall be the sole responsibility and cost of Licensees to return the Licensed Premises and, if it so elects, the Improvements, to their original condition. If Licensees chooses not to replace or repair the Improvements and instead wishes to terminate the License Agreement, the provisions of paragraph 5.b. below apply.

5. Termination:

a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the License by Licensees, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensees. In addition, the El Paso County Engineer shall have the authority to immediately terminate the License on all or part of the Licensed Premises if he or she determines that the public health, safety or welfare is adversely affected by the License. Upon such termination, Licensor may direct Licensees to remove all or a portion of the Improvements from the Licensed Premises at Licensees' sole expense, and Licensees shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensees. Licensees at any time shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensor until such time as the Improvements are accepted by the District for ownership and maintenance, after which the District is still entitled to terminate the License but pursuant to Paragraph 2 the Developer's rights and obligations under this Agreement automatically terminate. Upon termination by Licensees of the License on all or part of the Licensed Premises, and if requested by Licensor, Licensees shall remove the Improvements within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensees shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements. If the License is terminated on only a portion of the Licensed Premises, Licensor and Licensees shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensees shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

6. Condition of the Licensed Premises, Obligation to Make Repairs, Obligation to Remain in Compliance with Laws; Licensees agree and understand that they commence their use of the Licensed Premises "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of Licensor's title to the Licensed Premises. It shall be Licensees' sole obligation to maintain and make any necessary repairs to the Improvements and the Licensed Premises, and to do so in full compliance with the requirements of the El Paso County Department of Public Works and any and all other applicable state, federal, or local laws, regulations, and ordinances.

7. Indemnification/Hold Harmless: To the extent permitted by law, Licensees shall indemnify and hold Licensor and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with, Licensees' and their respective contractors', agents', or employees' activities on the Licensed Premises, failure to comply with the terms of this Agreement, or failure to maintain the Licensed Premises in a safe condition. Nothing in this section or this Agreement shall be deemed to waive or otherwise limit the defenses available to Licensor and District pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

8. Assignment: Licensees shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Should Licensor agree to such assignment, Licensor and Licensees hereby expressly agree that the intent of such benefit to said successors in title is not to create an easement in the Licensed Premises, but rather, a License. Licensor and Licensees, both for themselves and for their successors in title, agree that this License is terminable at the will of Licensor as set forth in Paragraph 5 above. Evidence of any such assignment or termination shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

9. Construction: The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of Licensor to confer on Licensees a usable right to construct, maintain, repair, and replace the Improvements described herein.

10. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

11. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

12. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party hereto for any breach or other failure to perform this Agreement.

13. Entire Agreement: This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties hereto.

14. Binding: Licensees and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of Licensor and Licensees in the event the Licensor agrees to an assignment of the Agreement.

15. Authority: The undersigned hereby acknowledge and represent that they have legal authority to bind the Party for whom they are executing this Agreement.

16. Applicable Law: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

17. Execution: This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

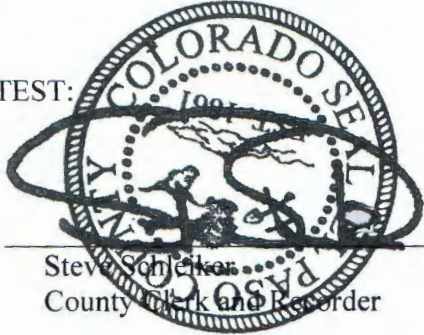
18. Recording: This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

19. Annual Appropriations: The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever.

[Signatures to follow]

IN WITNESS WHEREOF, Licensor and Licensees have executed this Agreement as of the day and year first above written.

ATTEST:



By: Steve Schleiker
County Clerk and Recorder

LICENSOR:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Cami Bremer
Cami Bremer, Chair

APPROVED AS TO FORM:

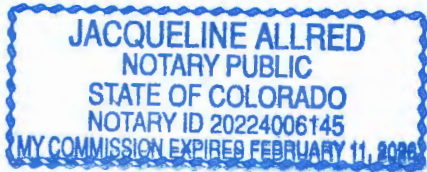
By: [Signature]
County Attorney's Office

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

The foregoing instrument was acknowledged before me this 27th day of June, 2023, by Cami Bremer, as Chair of the Board of County Commissioners of El Paso County, Colorado, and as attested to by Steve Schleiker, County Clerk and Recorder.

WITNESS my hand and official seal.

My Commission Expires: 2/11/2026.



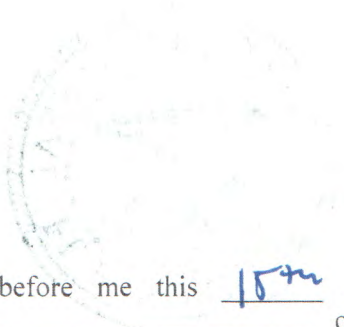
[Signature]
Notary Public

DEVELOPER:

CND-CLOVERLEAF, LLC

By: _____
Name: John Burchfield
Title: General Counsel

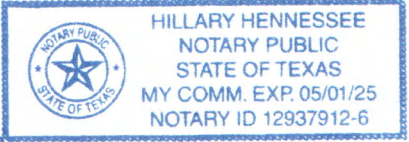
STATE OF COLORADO Texas)
) ss.
COUNTY OF Harris)



The foregoing instrument was acknowledged before me this 15th day of May, 2023, by John Burchfield as _____ of CND-Cloverleaf, LLC.

Witness my hand and official seal.

My commission expires: 5/1/25



[Signature]

Notary Public

DISTRICT:

CLOVERLEAF METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 

Name: Andrew

Title: President

STATE OF Colorado)

COUNTY OF El Paso)

S.S.

The foregoing instrument was acknowledged before me this 27th day of April, 2023, by Andrew Biggs, as President of Cloverleaf Metropolitan District.

WITNESS my hand and official seal.

My Commission Expires: 02-26-2026.



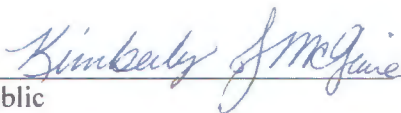

Notary Public

EXHIBIT A

Legal Description

Cloverleaf Filing No. 2, El Paso County, State of Colorado

CLOVERLEAF FILING NO. 2

14921

A VACATION AND REPLAT OF A PORTION OF TRACT B, WOODMOOR PLACER
LOCATED IN THE NE1/4 OF SECTION 23 AND THE NW1/4 OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF EL PASO, STATE OF COLORADO

GENERAL NOTES:

1. DEFINITION: CLOVER LEAF FILING NO. 2... (text is mostly illegible)
2. PER C.R.S. 38-24-101 AND 38-24-102... (text is mostly illegible)
3. ALL REFERENCES HERIN TO BEAR THE MEANING... (text is mostly illegible)
4. EASEMENTS AND PUBLIC UTILITIES... (text is mostly illegible)
5. THE BASIS OF BEARING... (text is mostly illegible)
6. THE LAST FIELD POSITION... (text is mostly illegible)
7. PER C.R.S. 38-21-101 AND 38-21-102... (text is mostly illegible)
8. THIS SITE IS NOT WITHIN A DESIGNATED FLOODPLAIN... (text is mostly illegible)
9. ALL PROPERTY OWNERS... (text is mostly illegible)
10. TRACTS A, E, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z... (text is mostly illegible)
11. WATER AND SANITARY SERVICE... (text is mostly illegible)
12. NO DRIVEWAY SHALL BE ESTABLISHED... (text is mostly illegible)
13. THE ADDRESSES, EXCEPT WHERE SHOWN... (text is mostly illegible)
14. THE SUBDIVIDER AGREES TO DEFEND... (text is mostly illegible)
15. THIS FINAL PLAT IS... (text is mostly illegible)
16. LAND WITHIN THIS FINAL PLAT IS... (text is mostly illegible)
17. THE FOLLOWING REPORTS AND STUDY... (text is mostly illegible)
18. NO LOT OR INTEREST BOLDING PERMITS... (text is mostly illegible)
19. THERE SHALL BE NO OVERTHROW... (text is mostly illegible)
20. THE PRIVATE ROAD AT CORNER... (text is mostly illegible)
21. DEVELOPER SHALL FURNISH... (text is mostly illegible)
22. SIGHT DISTANCE EXAMINATION... (text is mostly illegible)
23. LOTS 1-18 AND LOTS 21-22... (text is mostly illegible)
24. LOTS 1-6 AT 41-45... (text is mostly illegible)
25. THE BENEFACTORY PART... (text is mostly illegible)
26. NO CERTIFICATE OF EXISTING SYSTEM... (text is mostly illegible)
27. CLOVERLEAF FILING NO. 2... (text is mostly illegible)

GEOLOGIC HAZARD NOTE:

- The following geologic hazard zones... (text is mostly illegible)
- Alluvial fan... (text is mostly illegible)
 - Landslide... (text is mostly illegible)
 - Earthquake... (text is mostly illegible)
 - Volcanic... (text is mostly illegible)
 - Seismicity... (text is mostly illegible)
 - Landslide... (text is mostly illegible)
 - Earthquake... (text is mostly illegible)
 - Landslide... (text is mostly illegible)
 - Earthquake... (text is mostly illegible)
 - Landslide... (text is mostly illegible)

EASEMENTS:

(Text is mostly illegible)

MAILBOXES:

(Text is mostly illegible)

PCD FILE NO. SF2123
JOB NO. 25158-01
FEBRUARY 8, 2022
SHEET 2 OF 9

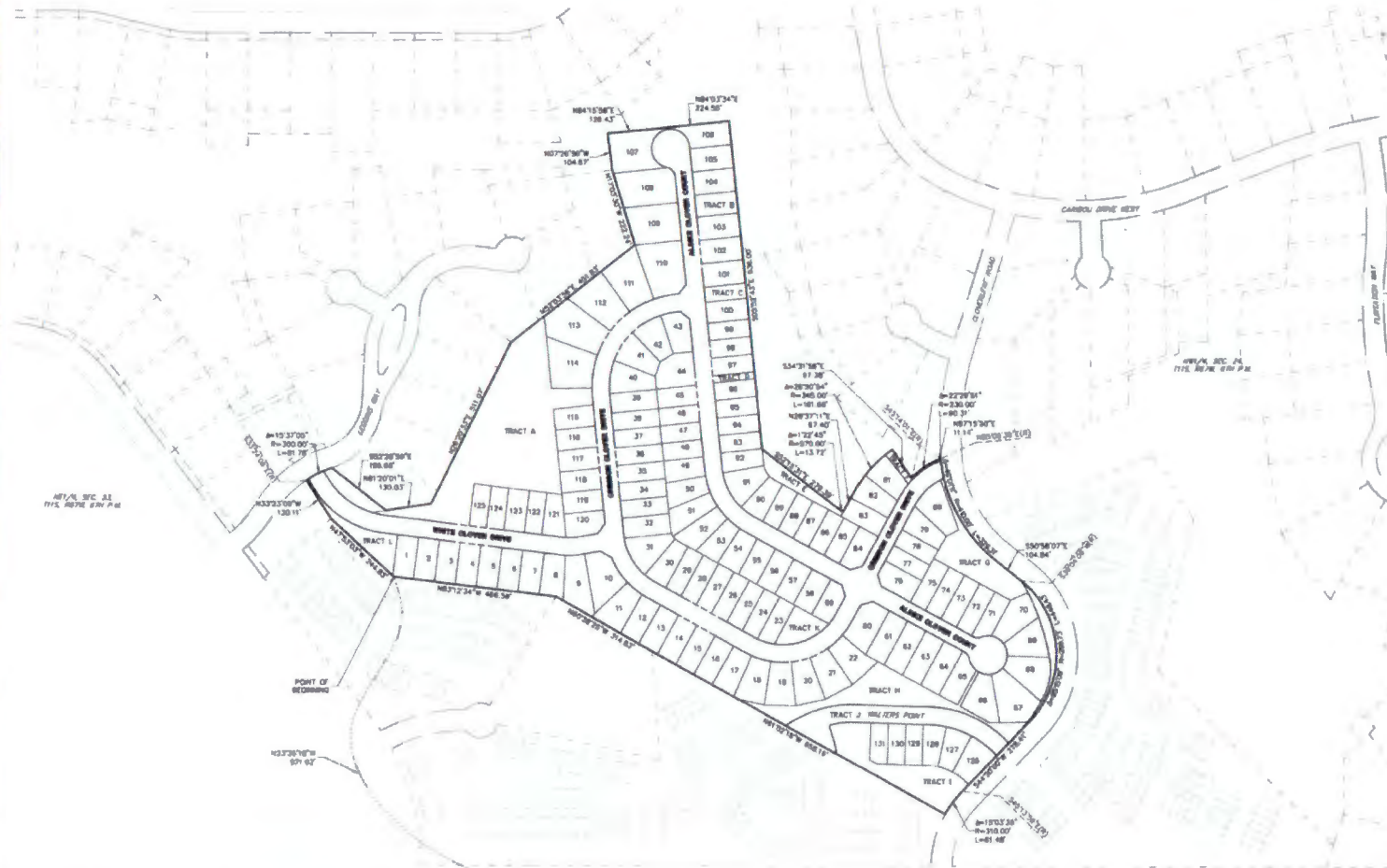


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CLOVERLEAF FILING NO. 2

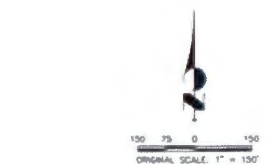
14921

A VACATION AND REPLAT OF A PORTION OF TRACT B, WOODMOOR PLACER
 LOCATED IN THE NE1/4 OF SECTION 23 AND THE NW1/4 OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
 COUNTY OF EL PASO, STATE OF COLORADO



LEGEND

- RECOVERED 1-1/4" ORANGE PLASTIC CAP STAMPED "LS 25855" UNLESS NOTED
- RECOVERED 1-1/4" YELLOW PLASTIC CAP RELEASABLE
- RECOVERED #4 REBAR
- RECOVERED 1-1/2" ALUMINUM CAP STAMPED "LS3525"
- RECOVERED #3 REBAR
- RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 15485"
- 3/4" Ø REBAR OR 1-1/2" ALUMINUM CAP STAMPED "LS 3525"
- NOT PART OF SURVEY
- ⊗ AREA OF SEASONAL SHALLOW GROUNDWATER AND POTENTIALLY SEASONAL SHALLOW GROUNDWATER
- P.E. PUBLIC IMPROVEMENTS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
- (###) ADDRESS BLOCK
- (R) RADIAL BEARING
- PROPOSED PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING CENTERLINE



PCD FILE NO. SF2123
 JOB NO. 25158.01
 FEBRUARY 8, 2022
 SHEET 3 OF 9



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 A Hudson Company

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 Fort Collins 970-697-9888 • www.jrengineering.com

BASE OF BEARINGS
 38°54'49" E 263.58' S

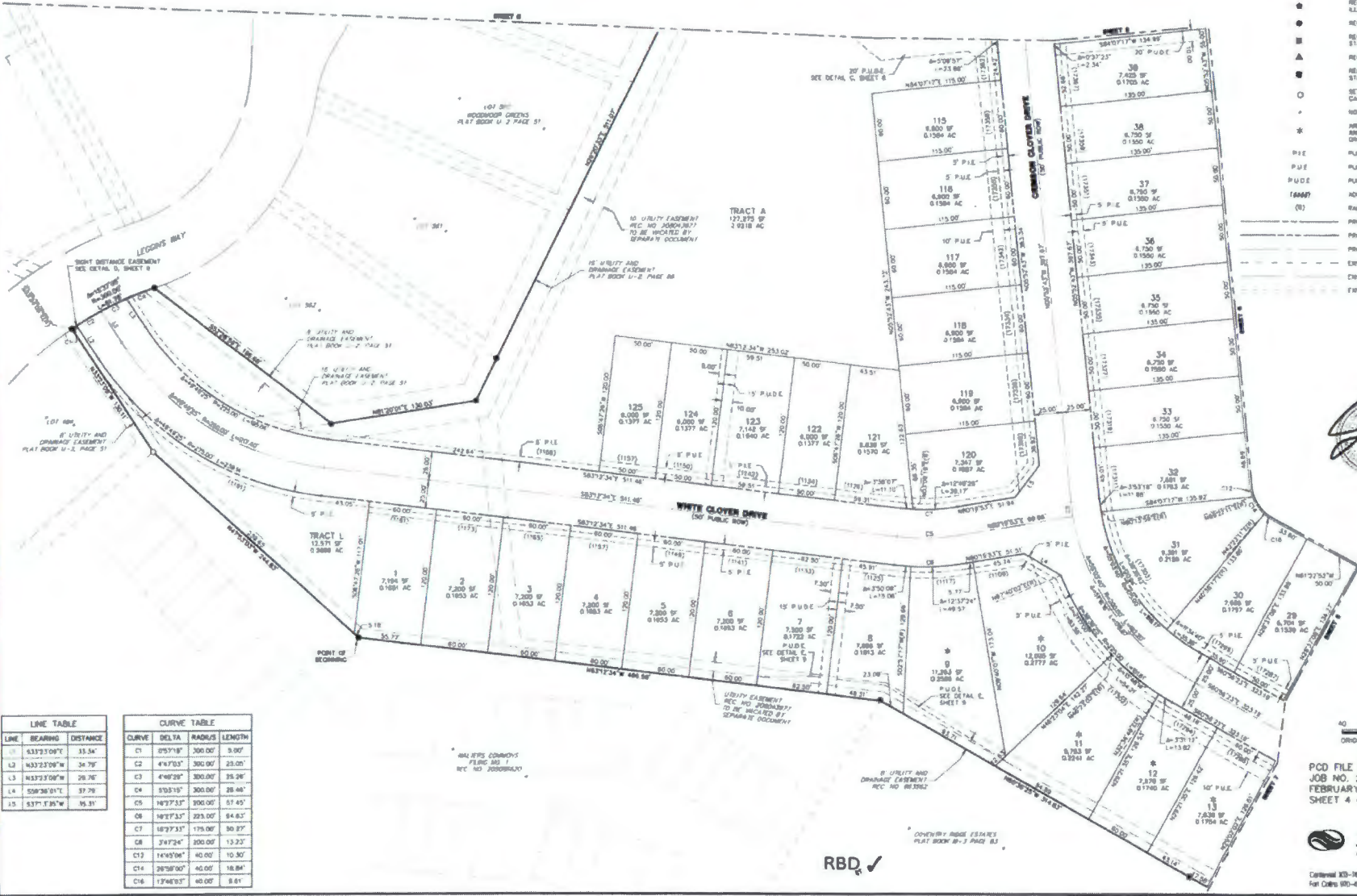
38 00' IMPASSIBLE CORNER
 CIVIL CORNER SEC. 23
 7 1/2" R 67/8" 67/8" P.M.
 RECOVERED 1-1/4" ALUMINUM CAP
 STAMPED "LS 15377 1887 38.63 WC"

38 01' REFERENCE MONUMENT
 CIVIL CORNER SEC. 23
 7 1/2" R 67/8" 67/8" P.M.
 RECOVERED 1-1/2" ALUMINUM CAP
 STAMPED "LS 3562"

CLOVERLEAF FILING NO. 2

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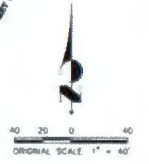
14921



| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S37°51'07\" | 35.34 |
| L2 | S37°23'09\" | 24.79 |
| L3 | S37°33'09\" | 26.76 |
| L4 | S38°36'31\" | 37.79 |
| L5 | S37°13'36\" | 36.31 |

| CURVE | DELTA | RADIUS | LENGTH |
|-------|------------|---------|--------|
| C1 | 87°11'18\" | 300.00' | 3.90' |
| C2 | 4°17'03\" | 300.00' | 23.02' |
| C3 | 4°49'28\" | 300.00' | 25.29' |
| C4 | 3°03'19\" | 300.00' | 28.48' |
| C5 | 14°27'33\" | 300.00' | 37.45' |
| C6 | 14°27'33\" | 225.00' | 34.63' |
| C7 | 14°27'33\" | 175.00' | 30.97' |
| C8 | 3°47'24\" | 300.00' | 13.22' |
| C11 | 14°43'06\" | 40.00' | 10.30' |
| C14 | 26°58'00\" | 45.00' | 18.84' |
| C16 | 17°46'33\" | 40.00' | 8.81' |

- LEGEND**
- RECOVERED 1-1/2\" ORANGE PLASTIC CAP STAMPED "LS 26885" UNLESS NOTED
 - RECOVERED 1/4\" YELLOW PLASTIC CAP LIBLEX
 - RECOVERED #4 REBAR
 - RECOVERED #3 REBAR
 - RECOVERED 1-1/2\" ALUMINUM CAP STAMPED "32880"
 - RECOVERED #3 REBAR
 - RECOVERED 1-1/2\" RED PLASTIC CAP STAMPED "LS 34883"
 - SET 1/2\" #3 REBAR BY 1-1/2\" ALUMINUM CAP STAMPED "LS 36887"
 - NOT PART OF SURVEY
 - * AREA OF SEASONAL SHALLOW GROUNDWATER AND POTENTIALLY SEASONAL SHALLOW GROUNDWATER
 - PUE PUBLIC UTILITY EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - PUE PUBLIC UTILITY AND DRAINAGE EASEMENT
 - (6666) ADDRESS BLOCK
 - (B) RADIAL BEARING
 - PROPOSED PROPERTY LINE
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED CENTERLINE
 - EXISTING PROPERTY LINE
 - EXISTING RIGHT-OF-WAY
 - FUTURE CENTERLINE



PCD FILE NO. SF2123
 JOB NO. 25158.01
 FEBRUARY 8, 2022
 SHEET 4 OF 9

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 Fort Collins: 970-488-8888 • www.jrengineering.com

RBD ✓

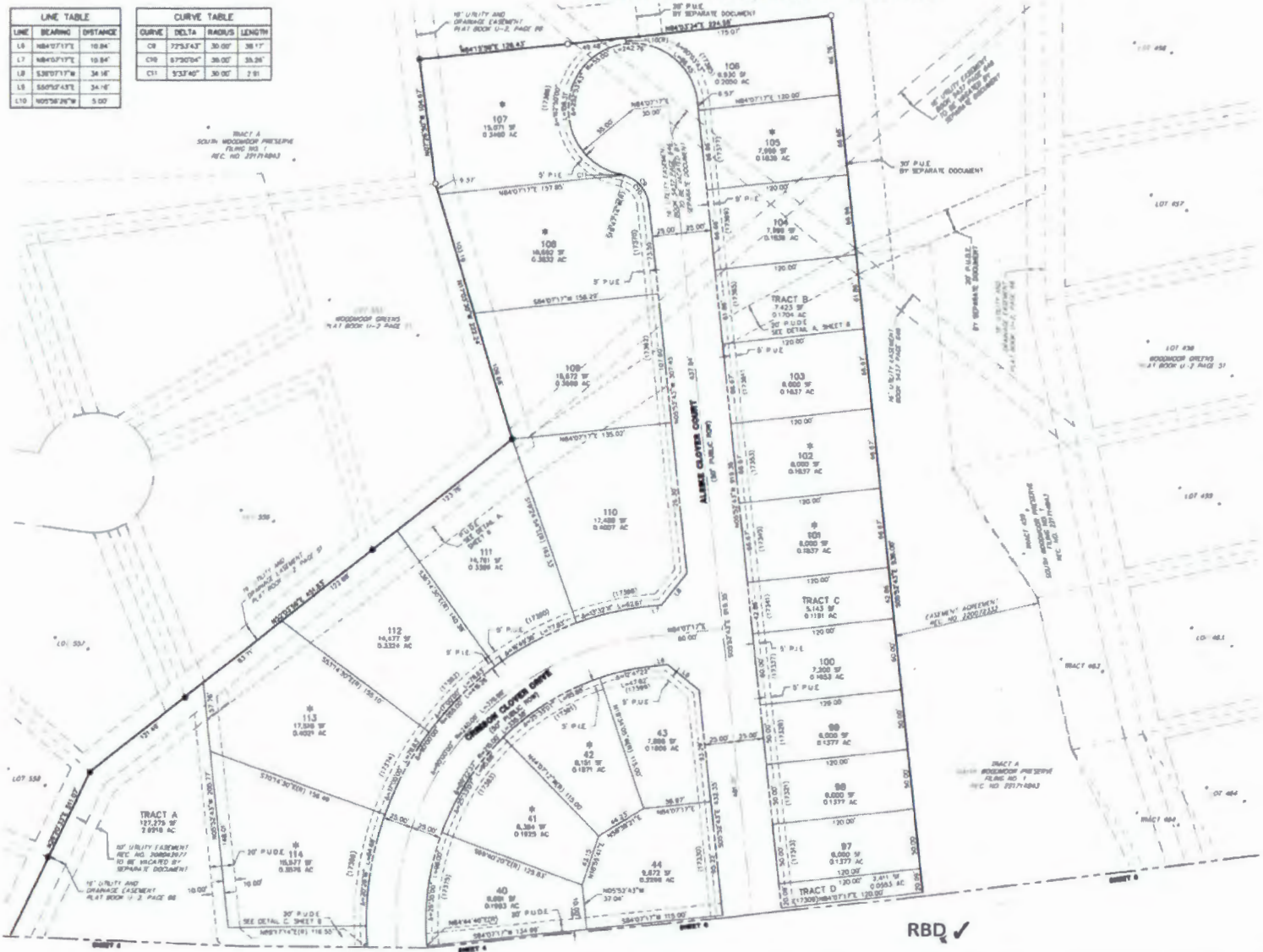
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 COUNTY OF EL PASO, STATE OF COLORADO

14921

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L6 | N84°07'17"E | 19.84' |
| L7 | N84°07'17"E | 19.84' |
| L8 | S32°07'17"W | 34.16' |
| L9 | S89°07'43"E | 34.16' |
| L10 | N05°07'28"W | 5.00' |

| CURVE | DELTA | RADIUS | LENGTH |
|-------|-----------|--------|--------|
| C6 | 77°57'43" | 30.00' | 38.17' |
| C9 | 87°50'24" | 30.00' | 35.26' |
| C11 | 53°37'40" | 30.00' | 2.91' |



- LEGEND**
- RECOVERED 1-1/4" ORANGE PLASTIC CAP STAMPED "LS 25950" UNLESS NOTED
 - RECOVERED 1-1/4" YELLOW PLASTIC CAP
 - RECOVERED #4 REBAR
 - RECOVERED 1-1/2" ALUMINUM CAP STAMPED "32825"
 - ▲ RECOVERED #5 REBAR
 - RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 15480"
 - SET 1/2" #5 REBAR W/ 1-1/2" ALUMINUM CAP STAMPED "LS 36500"
 - NOT PART OF SURVEY
 - AREA OF SEASONAL SHALLOW CIRCULARS AND POTENTIALLY SEASONAL SHALLOW DRAINAGE
 - PUE PUBLIC UTILITY EASEMENT
 - PUE PUBLIC UTILITY AND DRAINAGE EASEMENT
 - ADW ADDRESS IN BOOK
 - (R) RADIAL BEARING
 - PROPOSED PROPERTY LINE
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED CENTERLINE
 - EXISTING PROPERTY LINE
 - EXISTING RIGHT-OF-WAY
 - EXISTING CENTERLINE



PCD FILE NO. SF2123
 JOB NO. 25158.01
 FEBRUARY 8, 2022
 SHEET 5 OF 9

J-R ENGINEERING
 A Whittaker Company

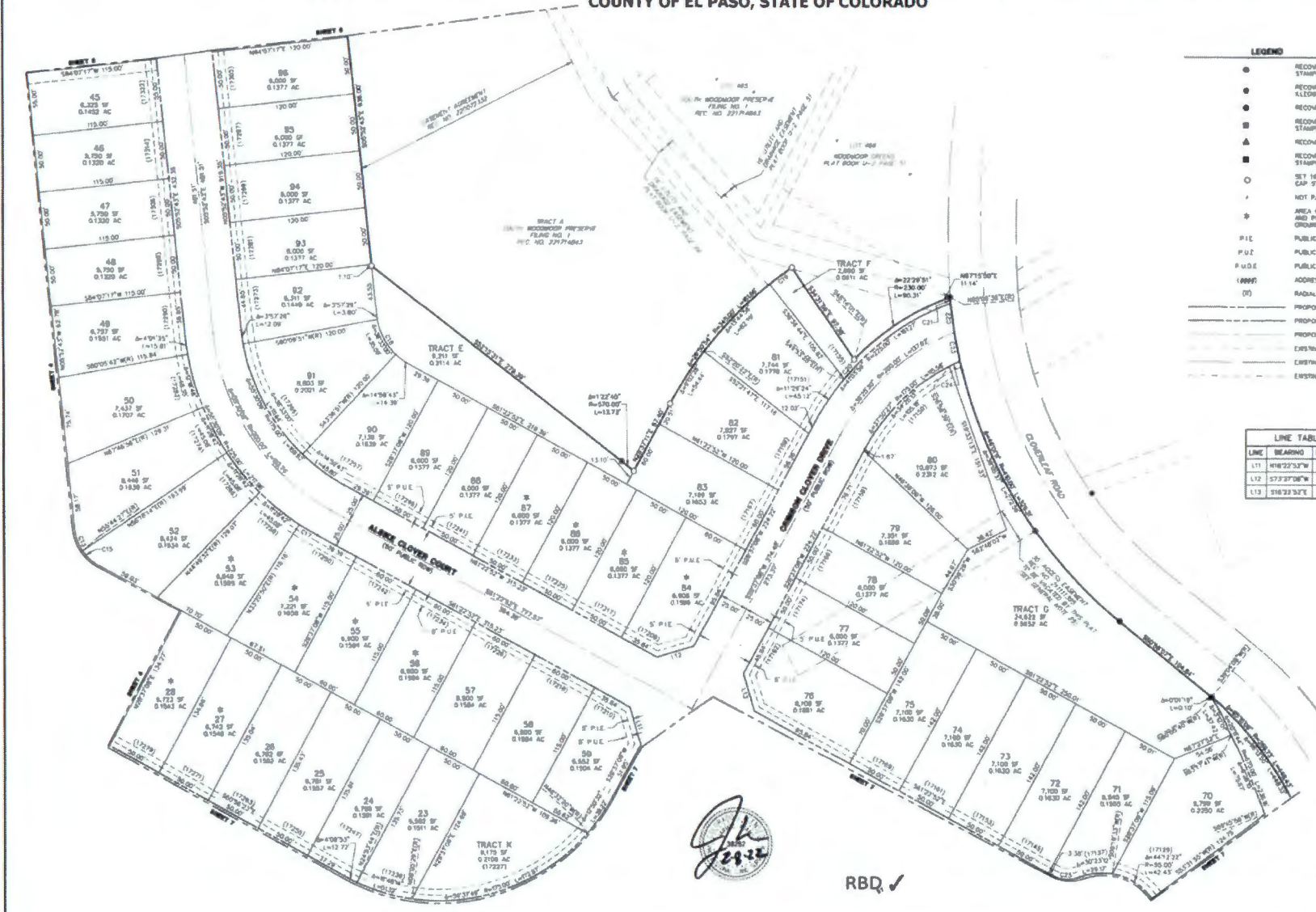
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 Fort Collins 970-499-8888 • www.jrengineering.com

RBD ✓

CLOVERLEAF FILING NO. 2

A VACATION AND REPLAT OF A PORTION OF TRACT B, WOODMOOR PLACER
 LOCATED IN THE NE1/4 OF SECTION 23 AND THE NW1/4 OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
 COUNTY OF EL PASO, STATE OF COLORADO

14921



LEGEND

- RECOVERED 1-1/4" ORANGE PLASTIC CAP STAMPED "S 2050" UNLESS NOTED
- RECOVERED 1-1/4" YELLOW PLASTIC CAP UNLESS NOTED
- RECOVERED #4 REBAR
- RECOVERED 1-1/2" ALUMINUM CAP STAMPED "3320"
- ▲ RECOVERED #5 REBAR
- ◆ RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "S 1680"
- SET OF #5 REBAR W/ 1-1/2" ALUMINUM CAP STAMPED "S 3225"
- * NOT PART OF SURVEY
- AREA OF SEASONAL SHALLOW GROUNDWATER AND POTENTIALLY SEASONAL SHALLOW CIRCUMFERENCES
- P.I.E. PUBLIC IMPROVEMENTS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.G.E. PUBLIC UTILITY AND GRASSHOLE EASEMENT
- ADDRESS BLOCK
- ROAD BOUNDARY
- PROPOSED PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING CENTERLINE

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L11 | N18°22'33"W | 34.96' |
| L12 | S73°27'08"W | 34.96' |
| L13 | S18°22'33"E | 34.96' |

CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH |
|-------|-----------|---------|---------|
| C13 | 28°22'30" | 40.00' | 19.81' |
| C15 | 27°07'18" | 40.00' | 18.93' |
| C17 | 4°43'41" | 235.00' | 18.97' |
| C18 | 56°30'08" | 85.00' | 53.38' |
| C19 | 4°03'39" | 345.00' | 24.43' |
| C20 | 29°34'35" | 235.00' | 116.15' |
| C21 | 0°45'43" | 410.00' | 5.45' |
| C22 | 3°30'45" | 410.00' | 25.73' |
| C23 | 3°36'08" | 410.00' | 25.53' |
| C24 | 3°24'14" | 175.00' | 15.40' |
| C25 | 48°40'41" | 30.00' | 28.01' |



RBQ ✓

PCD FILE NO. SF2123
 JOB NO. 25158.01
 FEBRUARY 8, 2022
 SHEET 6 OF 9

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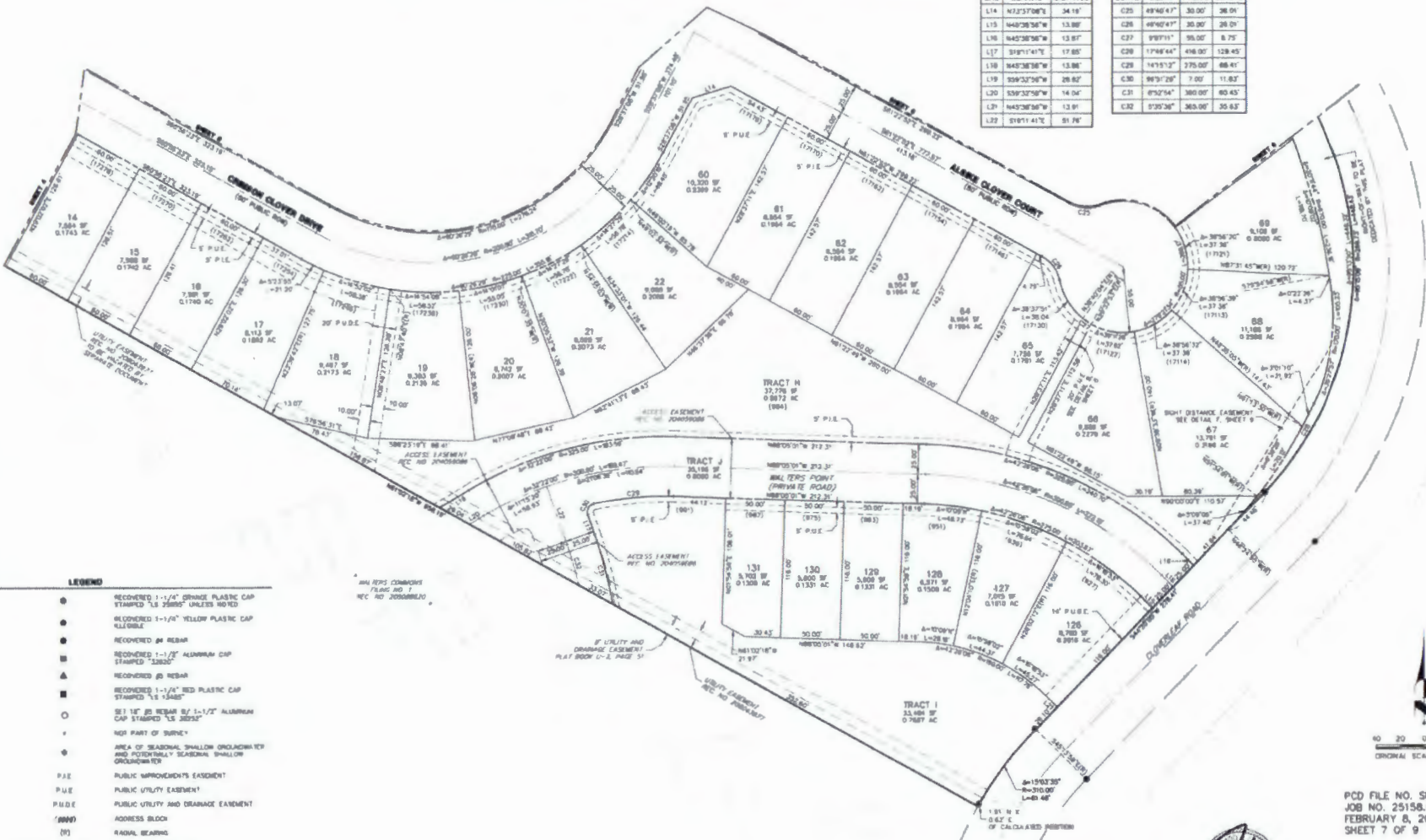
CLOVERLEAF FILING NO. 2

A VACATION AND REPLAT OF A PORTION OF TRACT B, WOODMOOR PLACER
 LOCATED IN THE NE1/4 OF SECTION 23 AND THE NW1/4 OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
 COUNTY OF EL PASO, STATE OF COLORADO

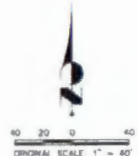
14921

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L14 | N12°37'08"W | 34.18' |
| L15 | N48°38'56"W | 13.98' |
| L16 | N45°38'56"W | 13.87' |
| L17 | S18°11'41"E | 17.85' |
| L18 | N45°38'56"W | 13.98' |
| L19 | S59°32'58"W | 28.82' |
| L20 | S39°32'58"W | 14.04' |
| L21 | N45°38'56"W | 13.91' |
| L22 | S18°11'41"E | 51.78' |

| CURVE | DELTA | RADIUS | LENGTH |
|-------|-------------|---------|---------|
| C25 | 49°40'41" | 35.00' | 38.01' |
| C26 | 49°40'41" | 35.00' | 38.01' |
| C27 | S18°11'41"E | 95.00' | 8.75' |
| C28 | 17°48'44" | 418.00' | 128.43' |
| C29 | 14°15'12" | 275.00' | 88.41' |
| C30 | S8°31'28" | 7.00' | 11.82' |
| C31 | S75°2'54" | 388.00' | 80.43' |
| C32 | S70°36" | 365.00' | 55.82' |



- LEGEND**
- RECOVERED 1-1/4" BRONZE PLASTIC CAP STAMPED "LS 2885" UNLESS NOTED
 - RECOVERED 1-1/4" YELLOW PLASTIC CAP UNLESS NOTED
 - RECOVERED #4 REBAR
 - RECOVERED 1-1/2" ALUMINUM CAP STAMPED "LS282"
 - ▲ RECOVERED #6 REBAR
 - RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 1548"
 - SET 1" #6 REBAR BY 1-1/2" ALUMINUM CAP STAMPED "LS 2825"
 - NOT PART OF SURVEY
 - AREA OF SEASONAL SHALLOW ENCLOSURE AND POTENTIALLY SEASONAL SHALLOW ENCLOSURES
 - P.U.E. PUBLIC IMPROVEMENTS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
 - (####) ADDRESS BLOCK
 - (B) RADIAL BEARING
 - PROPOSED PROPERTY LINE
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED CENTERLINE
 - EXISTING PROPERTY LINE
 - EXISTING RIGHT-OF-WAY
 - EXISTING CENTERLINE



PCD FILE NO. SF213
 JOB NO. 25158.01
 FEBRUARY 8, 2022
 SHEET 7 OF 9



J-R ENGINEERING
 A WILSON COMPANY

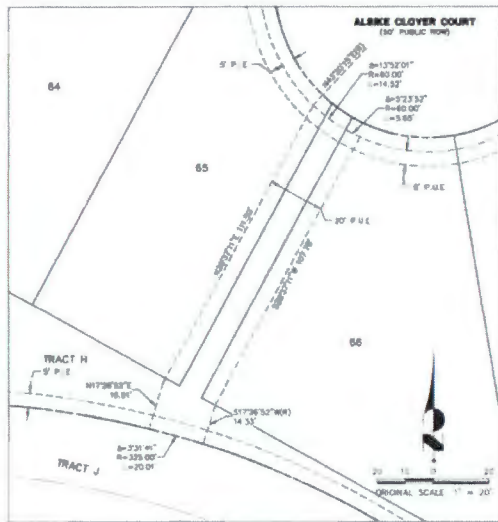
Centennial 303-463-8888 • Colorado Springs 719-593-2299
 Fort Collins 970-489-9888 • www.j-r-engineering.com

RBD ✓

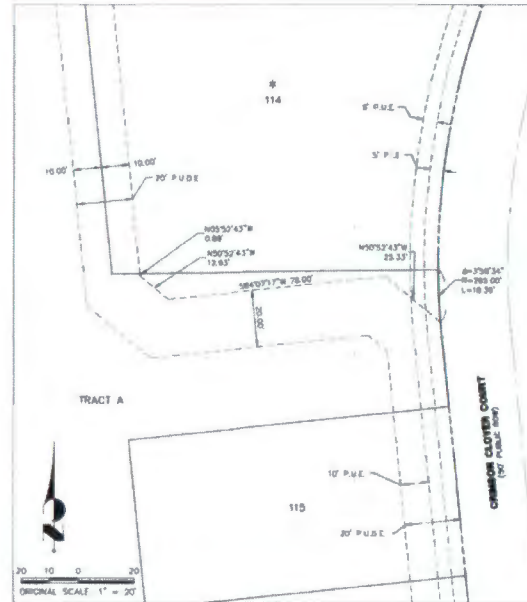
CLOVERLEAF FILING NO. 2

A VACATION AND REPLAT OF A PORTION OF TRACT B, WOODMOOR PLACER
 LOCATED IN THE NE1/4 OF SECTION 23 AND THE NW1/4 OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
 COUNTY OF EL PASO, STATE OF COLORADO

14921



DETAIL B

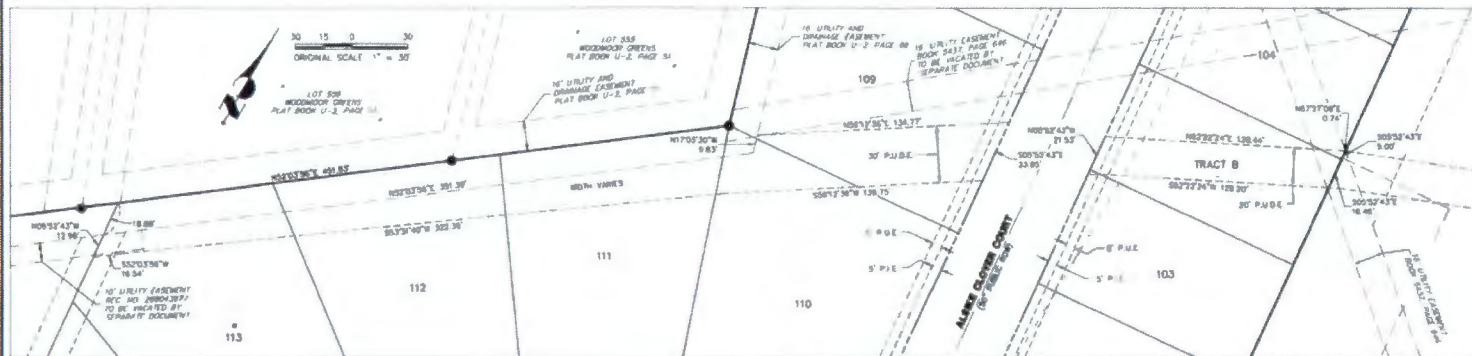


DETAIL C



LEGEND

- RECOVERED 1 1/4" ORANGE PLASTIC CAP STAMPED "LS 2589" UNLESS NOTED
- RECOVERED 1-1/4" YELLOW PLASTIC CAP LEGIBLE
- RECOVERED #4 REBAR
- RECOVERED 1-1/2" ALUMINUM CAP STAMPED "32820"
- ▲ RECOVERED #8 REBAR
- RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 1482"
- SET 18" #8 REBAR @ 1-1/2" ALUMINUM CAP STAMPED "LS 0832"
- NOT PART OF SURVEY
- ⊙ AREA OF REASONABLE SHALLOW GROUNDWATER AND POTENTIALLY SEASONAL SHALLOW GROUNDWATER
- P.I.E. PUBLIC IMPROVEMENTS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.D.C. PUBLIC UTILITY AND DRAINAGE EASEMENT
- (R) ADDRESS BLOCK
- (R) RADIAL BEARING
- PROPOSED PROPERTY LINE
- - - PROPOSED RIGHT-OF-WAY
- - - PROPOSED CENTERLINE
- EXISTING PROPERTY LINE
- - - EXISTING RIGHT-OF-WAY
- - - EXISTING CENTERLINE



DETAIL A

PCD FILE NO. SF2123
 JOB NO. 25158.01
 FEBRUARY 8, 2022
 SHEET 8 OF 9

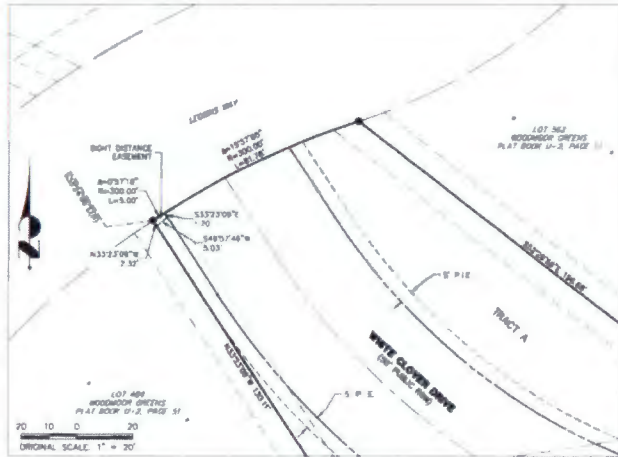


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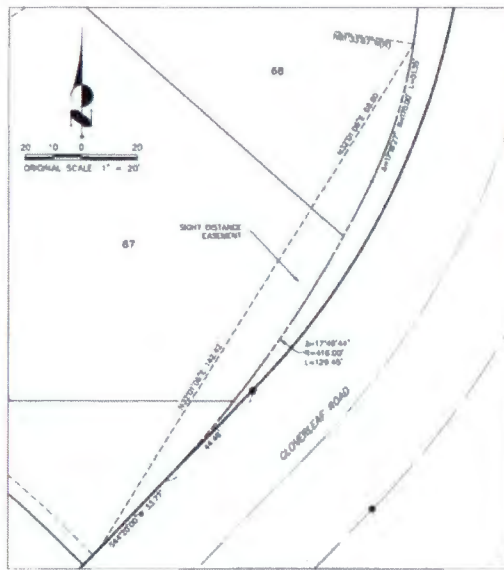
CLOVERLEAF FILING NO. 2

A VACATION AND REPLAT OF A PORTION OF TRACT B, WOODMOOR PLACER
 LOCATED IN THE NE1/4 OF SECTION 23 AND THE NW1/4 OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
 COUNTY OF EL PASO, STATE OF COLORADO

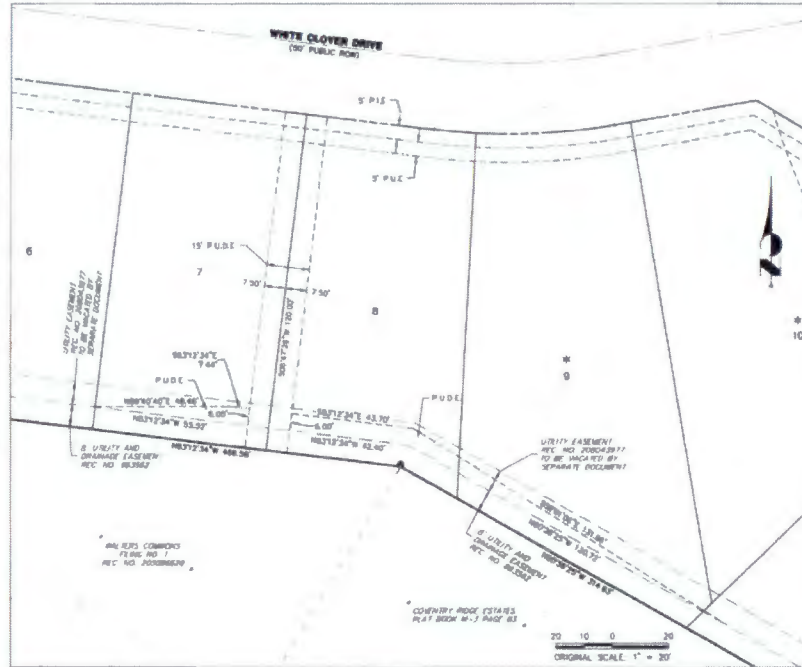
14921



DETAIL D



DETAIL F



DETAIL E

LEGEND

- RECOVERED 1-1/4" ORANGE PLASTIC CAP STAMPED "LS 25995" UNLESS NOTED
- RECOVERED 1-1/2" YELLOW PLASTIC CAP UNLESS NOTED
- RECOVERED #4 REBAR
- RECOVERED 1-1/2" ALUMINUM CAP STAMPED "22827"
- ▲ RECOVERED #6 REBAR
- RECOVERED 1-1/2" RED PLASTIC CAP STAMPED "LS 13885"
- SET 1/8" #6 REBAR W/ 1-1/2" ALUMINUM CAP STAMPED "LS 28237"
- NOT PART OF SURVEY
- ⊙ AREA OF SEASONAL SHALLOW GROUNDWATER AND POTENTIALLY SEASONAL SHALLOW DRAINAGE
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
- (ABB) ADDRESS BLOCK
- (R) RADIAL BEARING
- PROPOSED PROPERTY LINE
- - - PROPOSED RIGHT-OF-WAY
- PROPOSED CENTERLINE
- - - EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- - - EXISTING CENTERLINE

PCD FILE NO. SF2123
 JOB NO. 25158.01
 FEBRUARY 8, 2022
 SHEET 9 OF 9



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EXHIBIT B

Licensed Premises

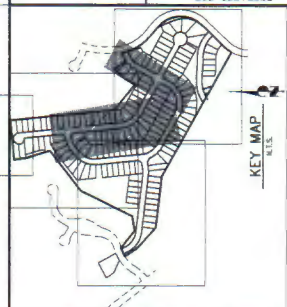
THIS DRAWING IS APPROVED BY THE ARCHITECT AS INDICATED BY HIS SIGNATURE AND SEAL UNTIL SUCH TIME AS THESE DRAWINGS ARE REVISIONED OR OTHERWISE APPROVED BY HIMSELF OR HIS SUCCESSORS FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

MONUMENT HILL CM LLC
1854 WOODMOUND DR, STE 100
COLORADO SPRINGS, CO 80920
ATTN: JAC DESJARDIN
719-478-0800
DESJARDIN@PROTERRACO.COM

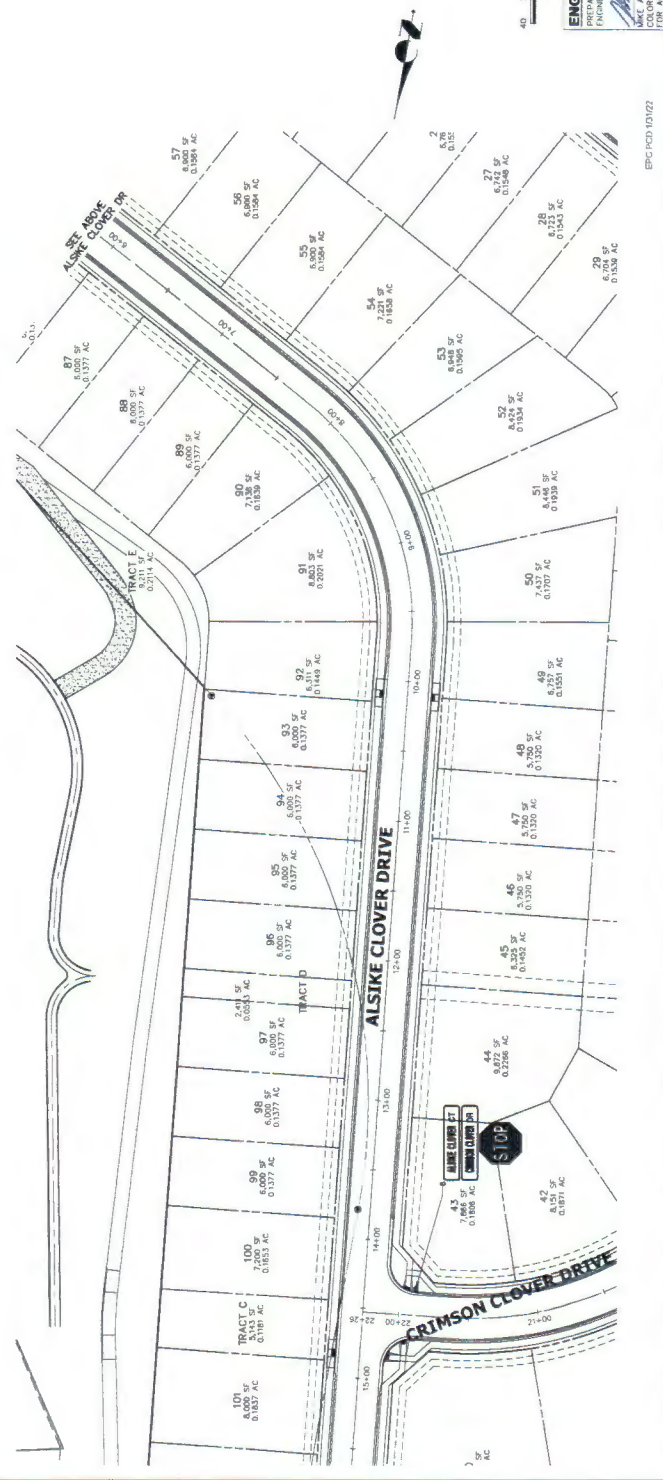
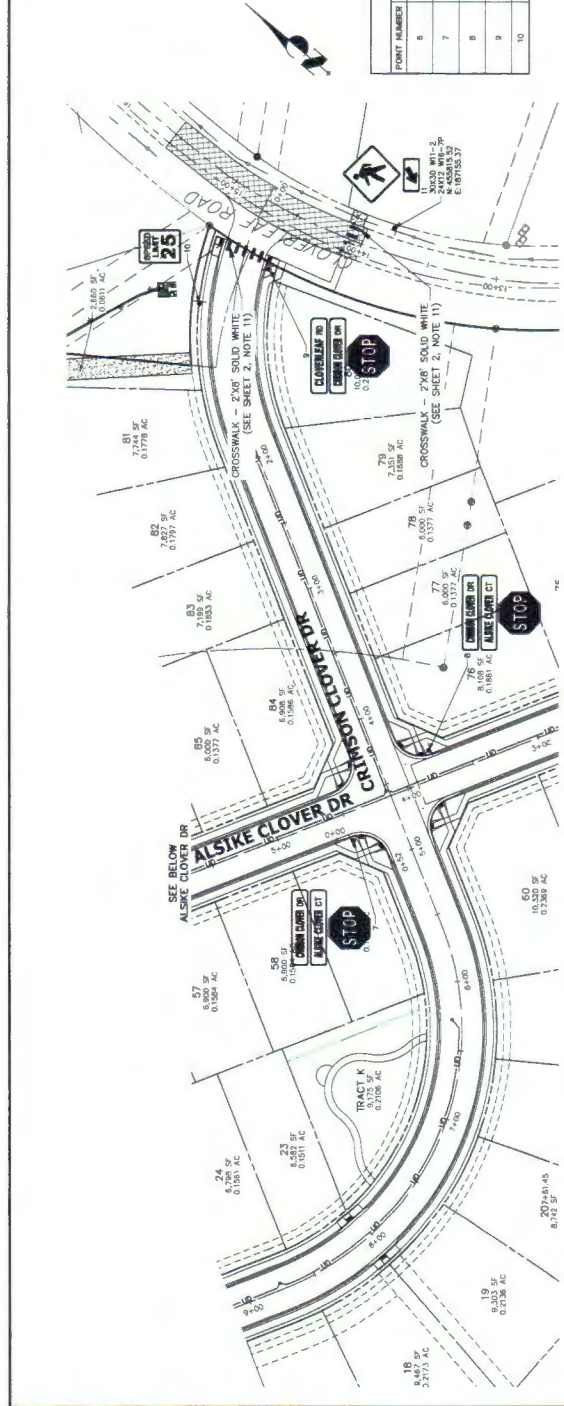
JR ENGINEERING
1854 WOODMOUND DR, STE 100
COLORADO SPRINGS, CO 80920
719-478-0800
DESJARDIN@PROTERRACO.COM

| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
| 1 | AD | NA | DATE |

CLOVERLEAF FILING NO. 2
SIGNAGE AND STRIPING PLAN
SHEET 18 OF 20
JOB NO. 251568-01



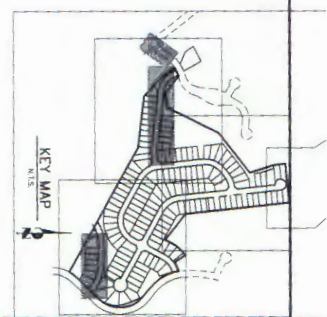
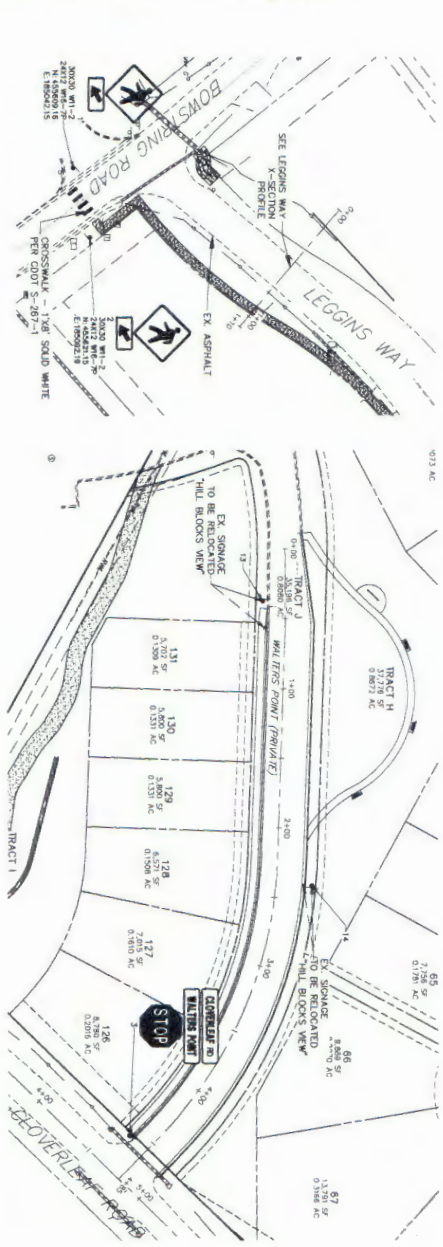
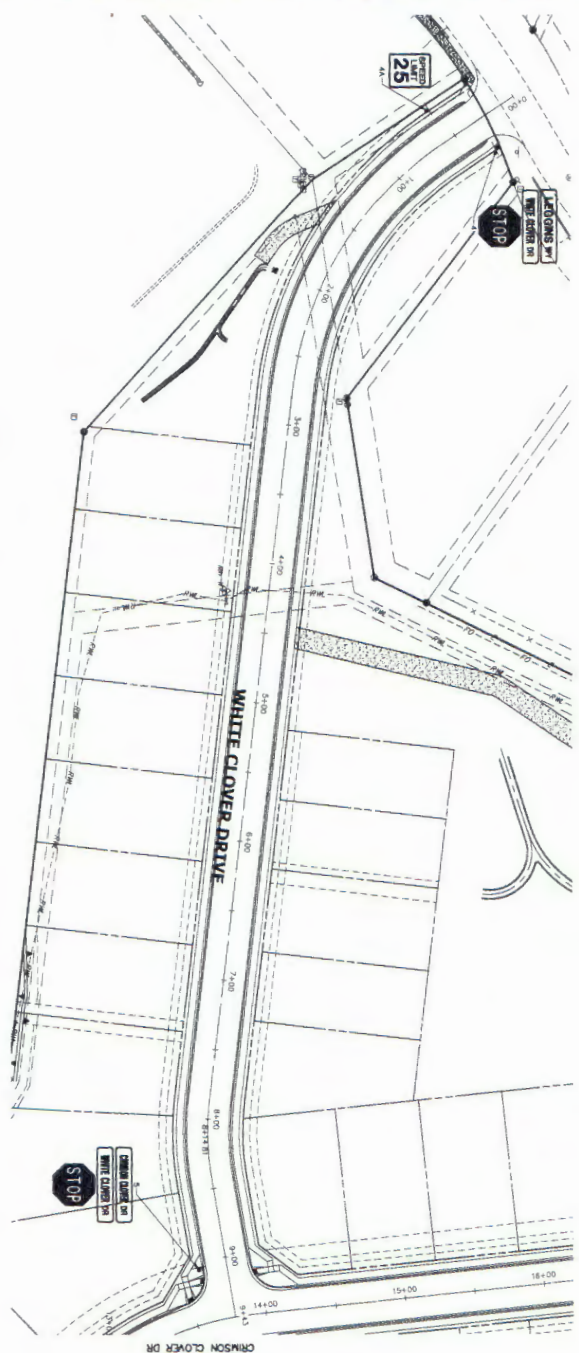
| POINT NUMBER | STATION | OFFSET | ALIGNMENT | NOTES | DESCRIPTION |
|--------------|----------|-------------|--------------------|------------------------------|-------------|
| 6 | 2+480.03 | 18.46' (PT) | CROWN CLOVER DR | 30X30 R1-1 S472.03-1 (44) | 30X30 R1-1 |
| 7 | 4+448.86 | 20.13' (LT) | ALSIE CLOVER COURT | S472.03-1 (44) | 30X30 R1-1 |
| 8 | 3+776.35 | 18.96' (PT) | ALSIE CLOVER COURT | 30X30 R1-1 (44) | 30X30 R1-1 |
| 9 | 0+57.08 | 18.93' (LT) | CROWN CLOVER DR | S472.03-1 (44) | 30X30 R1-1 |
| 10 | 0+100.05 | 24.50' (PT) | CROWN CLOVER DR | 24X30 C2-1 | 24X30 C2-1 |



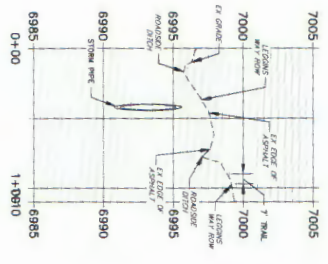
ORIGINAL SCALE: 1" = 40'

ENGINEER'S STATEMENT
PREPARED UNDER MY DIRECT SUPERVISION AND IN BEHALF OF JR ENGINEERING
JAC A. BRAMBLETT, P.E.
COLORADO P.E. #22314
FOR AND ON BEHALF OF JR ENGINEERING, L.P.

EPC PCD 10/22



**LEGGINGS WAY X-SECTION PROFILE
STA 0+00.00 TO 1+09.84**



| POINT NUMBER | STATION | OFFSET | ALIGNMENT | NOTES | DESCRIPTION |
|--------------|---------|-----------|--------------------|-------|-------------|
| 3 | +4+9.84 | 18.00 (R) | WHITE CLOVER DRIVE | | 30x30 SIGN |
| 4 | 0+79.27 | 22.25 (L) | WHITE CLOVER DRIVE | | 30x30 SIGN |
| 44 | 0+53.02 | 25.00 (R) | WHITE CLOVER DRIVE | | 24x30 SIGN |
| 5 | 9+05.58 | 20.00 (R) | WHITE CLOVER DRIVE | | 30x30 SIGN |
| 13 | 0+13.53 | 18.00 (R) | WHITE CLOVER DRIVE | | 30x30 SIGN |
| 14 | 2+33.03 | 20.00 (L) | WHITE CLOVER DRIVE | | 30x30 SIGN |



ENGINEER'S STATEMENT
 PREPARED UNDER MY DIRECT SUPERVISION, SIGNATURE, SEAL AND REQUEST OF A REGISTERED PROFESSIONAL ENGINEER.
 I, **JOE DESJARDIN**, P.E., LICENSE NO. 12511, AM THE ENGINEER RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THIS PROJECT.
 DATE: 11/17/21

| | | | | | |
|------------------------------------|---------------------------|---|---|--|--|
| SHEET 17 OF 20 JOB NO. 25198.01 | CLOVERLEAF FILING NO. 2 | BY DATE | J-R ENGINEERING A Western Company Centennial 303-740-5500 • Colorado Springs 719-588-2595 Fort Collins 970-491-3668 • www.jrengineering.com | PREPARED FOR MONUMENT HILL CO LLC 1854 WOODMOOR DR., STE. 100 COLORADO SPRINGS, CO 80920 ATTN: JOE DESJARDIN 719-476-0800 JDESJARDIN@PROTERRACO.COM | UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE PERMITTING AGENCIES, J-R ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION. |
| | SIGNAGE AND STRIPING PLAN | H-S SCALE 1"=40' V-S SCALE N/A DATE 11/17/21 DESIGNED BY KXX DRAWN BY CRB CHECKED BY | | No. REVISION 1 2 | 1 2 |