

EASEMENT AGREEMENT
Cloverleaf Detention Pond

THIS EASEMENT AGREEMENT, including any and all exhibits attached hereto (the "Easement") is entered into and effective as of the 26th day of May, 2020 (the "Effective Date") between WOSC, LLC, a Colorado limited liability company ("Grantor") and PT Cloverleaf, LLC, a Colorado limited liability company ("Grantee") (each, a "Party" or collectively the "Parties.")

RECITALS

A. Grantor is the owner of that certain property located in the County of El Paso, Colorado, more particularly described in **Exhibit A** attached hereto and incorporated by reference (the "Grantor Property").

B. Grantee is the owner of that certain property located in the County of El Paso, Colorado, more particularly described in **Exhibit B** attached hereto and incorporated by reference (the "Grantee Property").

C. Grantee intends to develop up to a 152-lot single family residential subdivision on the Grantee Property to be known as the Cloverleaf Subdivision (the "Subdivision"), and will be required by the El Paso County (the "County") Land Development Code and Drainage Criteria Manual to design, construct and maintain one or more detention ponds to serve the Subdivision.

D. Grantee desires to obtain an easement on, over and under the Grantor Property for the purpose of grading, constructing, operating and maintaining a stormwater drainage detention pond and any related facilities and appurtenances identified in writing to Grantor (collectively, the "Detention Pond"), which Detention Pond will benefit the Subdivision and will be located on the Grantor Property as shown on **Exhibit C**.

E. Grantee also intends to form a Title 32 special district for the Subdivision or a homeowners association that will be obligated to maintain the Detention Pond in perpetuity, which entity will be a successor in interest to Grantee under this Easement.

F. Grantor is willing to grant a non-exclusive easement to Grantee, its successors and assigns, on the Grantor Property, subject to the terms and conditions specified in this Easement.

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

TERMS AND CONDITIONS

1. **GRANT.** Grantor hereby grants a non-exclusive easement on, over, and under the Grantor Property to Grantee, its employees, agents, contractors, successors and assigns, for the benefit of the Grantee Property, for the purpose of grading, constructing, operating, maintaining and



5751298

replacing the Detention Pond, subject to the additional terms and conditions contained herein, to have and to hold the same together with the rights and privileges of entry and use of the Grantor Property. Grantor warrants and represents that it is the owner of fee title to the Grantor Property and has the full right and power to execute and grant this Easement.

2. MAINTENANCE OBLIGATIONS. So long as this Easement is in effect, Grantee, its successors and assigns, shall be responsible for the operation, repair and maintenance of the Detention Pond and shall timely repair all damage caused to the Grantor Property by Grantee, its employees, agents, and contractors. Grantee and Grantor acknowledge the County may require the recordation of the County's form of Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement on the Grantor Property and the Grantee Property that will allow the County to enforce the maintenance obligations of the Detention Pond on Grantee and owners of lots within the Subdivision, if Grantee fails to maintain the Detention Pond. Grantee agrees to indemnify and hold Grantor harmless from any obligation to operate and maintain the Detention Pond, including reasonable attorney fees and costs in defending any enforcement action brought against Grantor arising out of or relating to the Detention Pond. Grantor shall also have an independent right to enforce any default by Grantee of its maintenance obligations under this Section 2 against Grantee and its successors and assigns by all remedies available at law or in equity.

3. IMPROVEMENTS ON GRANTOR PROPERTY. Other than the Detention Pond, Grantee shall not install any additional pipelines (except for temporary seasonal irrigation pipelines for vegetation if required by the County), facilities or other structures within the Grantor Property without the express written consent of Grantor. In consideration of Grantor executing this Easement, Grantee has agreed to install stone veneer on all visible horizontal and vertical concrete structure surfaces of the Detention Pond, except for the trickle channel and forebay; purchase and plant 30 trees (Ponderosa or 4 foot equivalent) and 30 shrub plantings (littleleaf boxwood or 1 foot equivalent) around the Detention Pond; seed the disturbed portion of the Grantor Property with native seed (with temporary seasonal watering if required by the County) until the vegetated areas (including the trees and shrubs) are stabilized per County regulations; purchase and install three benches at locations determined by Grantor and purchase and install bollards and a sign at a trailhead at locations determined by Grantor and Grantee.

4. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor, its successors and assigns, and any directors, officers, employees and agents of Grantor, harmless from any and all claims, liabilities, losses, damages and expenses (including reasonable attorney's fees) in connection with Grantee's exercising of its rights pursuant to this Easement, including but not limited to any personal injuries, death, property damage, or mechanic's liens or other claims and causes of action arising out of the use of the Grantor Property and operation of the Detention Pond by Grantee, its successors, assigns, employees, licensees, contractors, agents and representatives.

5. INSURANCE. Grantee shall obtain and maintain in full force and effect, at its sole cost and expense, general liability insurance insuring against personal injury and property damage arising from Grantee's use of the Grantor Property under this Easement. All such insurance policies shall carry policy limits reasonably acceptable to Grantor and shall name Grantor as an additional

insured. Grantee shall provide Grantor with certificates of insurance as may be requested by Grantor upon the Effective Date of this Easement and as may be requested from time to time.

6. **ASSIGNMENT.** Grantor or Grantee may assign any or all of its rights or obligations under this Easement to a metropolitan district, owners association, or any other governmental or quasi-governmental entity (each a "Governmental Agency"), and upon such assignment, the assignee shall fully assume all rights and obligations of the assignor under this Easement, and upon such assumption, the assignor shall be relieved of all obligations hereunder.

7. **AMENDMENTS.** This Easement may only be modified, amended or changed, in whole or in part, by way of a written agreement acknowledged by both Parties and recorded in the El Paso County records.

8. **RECORDATION.** The Parties agree that Grantor shall record this Easement in the real property records of the El Paso County Clerk and Recorder. Any subsequent amendments to or termination of this Easement shall also be recorded.

9. **NOTICES.** Any notice or communication required or permitted by this Easement or by law to be served on, given to, or delivered to either Party must be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed, or in lieu of such personal service, sent via nationally recognized overnight carrier service or by registered or certified mail, return receipt requested. If notice is given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given upon receipt or refusal by the Party to whom it is addressed. Either Party may at any time, by giving written notice to the other Party as provided herein, designate additional persons to whom notices or communications will be given. Such notices or communications will be given to the Parties at their addresses set forth below or if there is an assignment of this Easement to a successor Grantor or Grantee, to the Party's address listed in the El Paso County Assessor's Office:

Grantee: Andrew J. Biggs, Manager
PT Cloverleaf, LLC
1864 Woodmoor Drive, Suite 100
Monument, CO 80132

Grantor: Tish A. Norman, Director
WOSC, LLC
902 Caribou Drive West
Monument, CO 80132

10. **GOVERNING LAW AND EXCLUSIVE VENUE.** This Easement shall be governed by and construed under the law of the State of Colorado without regard to conflicts of law principles that would result in the application of any law other than the law of the State of Colorado.

Exclusive venue for any action arising under this Easement or for the enforcement of this Easement shall be in the appropriate court for El Paso County, Colorado.

11. **NO WAIVER.** No waiver of any of the provisions of this Easement shall be deemed to constitute a waiver of any other of the provisions of this Easement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default be deemed a waiver of any subsequent default.

12. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants and conditions of this Easement, or is otherwise in default of any of the terms of this Easement, the non-defaulting Party shall deliver written notice of the default to the defaulting Party, at the address specified above, and the defaulting Party shall have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15) day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15) day period that it is actively and diligently pursuing a cure, the defaulting party shall be given a reasonable period of time given the nature of the default to cure the default, provided that the defaulting party is at all time actively and diligently pursuing a cure. If any default under this Easement is not cured as described above, the non-defaulting party shall have, in addition to any other legal or equitable remedy, the right to terminate this Easement and enforce the defaulting party's obligations under this Easement by an action for injunction or specific performance.

13. **BINDING EFFECT.** This Easement and the rights and obligations created are intended to run with the Grantor Property and the Grantee Property, including the Subdivision, and shall be binding on and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

14. **INTEGRATION.** The Parties agree that neither has made or authorized any other agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees.

15. **NEGOTIATED PROVISIONS.** This Easement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Easement.

16. **SEVERABILITY.** If any portion of this Easement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Easement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Easement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

17. **FURTHER ASSURANCES.** Each Party shall take all actions and execute all documents reasonably requested by the other Party in order to effectuate the intent of this Easement.

GRANTEE:

PT Cloverleaf, LLC

a Colorado limited liability company

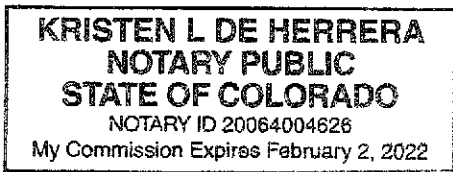
By: [Signature]
Manager

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

The foregoing instrument was acknowledged before me this 26 day of May, 2020 by Andrew Biggs, Manager of PT Cloverleaf, LLC, Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 02/02/2022

[Signature]
Notary Public



Exhibits

- A – Legal Description of Grantor Property
- B - Legal Description of Grantee Property
- C –Diagram of Detention Pond

EXHIBIT A – LEGAL DESCRIPTION OF THE GRANTOR PROPERTY**POND EASEMENT****PROPERTY DESCRIPTION**

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 PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE 30.00 FOOT REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N27°54'57"E A DISTANCE OF 1,420.57 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE TRUSTEE'S DEED RECORDED UNDER RECEIPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID EASTERLY LINE, THE FOLLOWING NINE (9) COURSES:

1. N05°52'43"W A DISTANCE OF 736.76 FEET;
2. N84°07'17"E A DISTANCE OF 63.40 FEET;
3. S05°52'43"E A DISTANCE OF 187.35 FEET;
4. S33°09'26"E A DISTANCE OF 128.44 FEET;
5. S12°34'03"E A DISTANCE OF 129.21 FEET;
6. S26°43'18"E A DISTANCE OF 192.07 FEET;

7. S43°56'49"E A DISTANCE OF 228.96 FEET, TO A POINT OF NON-TANGENT CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S38°50'54"E, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 22°31'56" AND AN ARC LENGTH OF 135.67 FEET, TO A POINT OF TANGENT;
9. S28°37'11"W A DISTANCE OF 67.40 FEET, TO A POINT OF NON-TANGENT CURVE ON THE EASTERLY LINE OF SAID TRUSTEE'S DEED RECORDED UNDER RECEPTION NO. 211111394;

THENCE ON SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

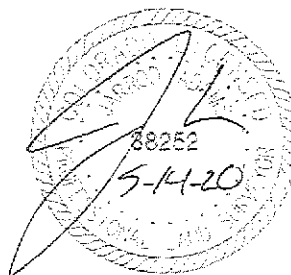
1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S39°07'14"W, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 01°22'45" AND AN ARC LENGTH OF 13.72 FEET, TO A POINT OF TANGENT;
2. N52°15'31"W A DISTANCE OF 279.39 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 138,550 SQUARE FEET OR 3.1807 ACRES.

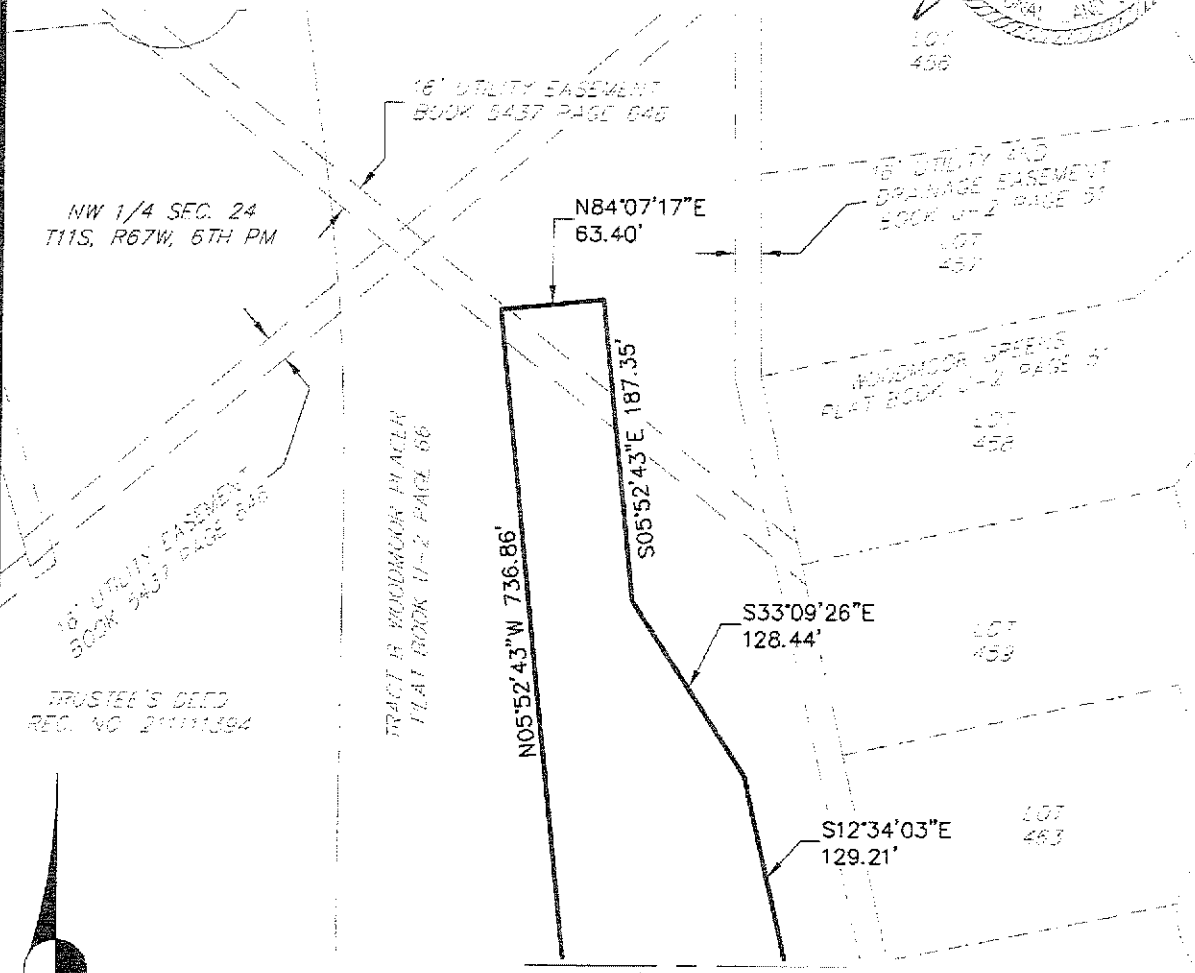
PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT



TRUSTEE'S DEED
REC. NO. 211131394



SHEET 3



ORIGINAL SCALE: 1" = 100'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

POND EASEMENT
CLOVERLEAF
PROJECT NO.: 25186.00
DATE: 05/14/2020

SHEET: 4 OF 4



J-R ENGINEERING

A Westrian Company

Centennial 303-740-9230 • Colorado Springs 719-597-2530
Fort Collins 970-481-8288 • www.jrengr.com

EXHIBIT B – LEGAL DESCRIPTION OF THE GRANTEE PROPERTY**PROPERTY DESCRIPTION (33.3350 ac)**

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

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

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

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

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

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

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

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

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

5. N07°26'50"W A DISTANCE OF 104.67 FEET;

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

1. N84°15'58"E A DISTANCE OF 126.43 FEET, TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N46°46'54"E, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°01'39" AND AN ARC LENGTH OF 91.65 FEET, TO A POINT OF NON-TANGENT;
3. N85°02'46"E A DISTANCE OF 42.49 FEET;
4. S08°08'16"E A DISTANCE OF 85.83 FEET, TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,470.00 FEET, A CENTRAL ANGLE OF 08°35'03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;
6. S00°26'47"W A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 52°42'18" AND AN ARC LENGTH OF 395.55 FEET, TO A POINT OF TANGENT;
8. S52°15'31"E A DISTANCE OF 287.37 FEET, TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 24°42'05" AND AN ARC LENGTH OF 245.74 FEET, TO A POINT OF NON-TANGENT;
10. N59°24'51"E A DISTANCE OF 103.30 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 01°14'02" AND AN ARC LENGTH OF 16.80 FEET, TO A POINT OF TANGENT;
12. N58°10'49"E A DISTANCE OF 124.49 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLOVERFIELD ROAD, SAID POINT BEING A POINT OF NON-TANGENT CURVE;

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

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

FEET, TO A POINT OF NON-TANGENT, SAID POINT BEING ON THE SOUTHERLY LINE OF SAID TRACT B, WOODMOOR PLACER;

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

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

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

AND

FIVE PARCELS OF LAND BEING PORTIONS OF TRACT F, A VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS RECORDED IN BOOK W-2 AT PAGE 26, TRACT F WOODMOOR GREENS RECORDED IN BOOK U-2 AT PAGE 51 AND TRACT B, WOODMOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66 ALL IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

PARCEL 1:

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N45°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; THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N01°07'36"W A DISTANCE OF 121.00 FEET, TO THE NORTHWESTERLY CORNER OF TRACT F, A VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS RECORDED IN BOOK W-2 AT PAGE 26 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER; THENCE ON THE NORTHERLY LINE OF SAID TRACT F, N88°52'24"E A DISTANCE OF 180.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, S01°07'36"E A DISTANCE OF 121.00 FEET; THENCE S88°52'24"W A DISTANCE OF 180.00 FEET, TO THE POINT OF BEGINNING; CONTAINING A CALCULATED AREA OF 21,780 SQUARE FEET OR 0.5000 ACRES.

PARCEL 2:

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N48°29'02"W A 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 WOODMOOR GREENS RECORDED IN BOOK W-2 AT PAGE 26 IN THE RECORDS OF THE EL PASO CLERK AND RECORDER, AND THE POINT OF BEGINNING; THENCE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BOWSTRING ROAD, N01°07'36"W A DISTANCE OF 121.77 FEET

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N89°52'24"E A DISTANCE OF 181.20 FEET;
 THENCE S01°07'36"E A DISTANCE OF 118.62 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT F;
 THENCE ON SAID SOUTHERLY LINE, S87°52'36"W A DISTANCE OF 181.23 FEET, TO THE POINT OF BEGINNING;
 CONTAINING A CALCULATED AREA OF 21,779 SQUARE FEET OR 0.5000 ACRES.

PARCEL 3:

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;
 THENCE N29°09'25"W A DISTANCE OF 1,388.71 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LEGGINS WAY, SAID POINT BEING AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF TRACT F, WOODMOOR GREENS, RECORDED IN BOOK U-2 AT PAGE 51 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;
 THENCE ON THE SOUTHWESTERLY LINE OF SAID TRACT F THE FOLLOWING TWO (2) COURSES:
 1. N65°03'20"W A DISTANCE OF 123.87 FEET;
 2. N34°17'20"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, N61°43'32"E A DISTANCE OF 151.99 FEET;
 THENCE DEPARTING SAID SOUTHERLY EASEMENT LINE, S28°16'28"E A DISTANCE OF 177.70 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LEGGINS WAY, SAID POINT BEING A POINT OF NON-TANGENT CURVE;
 THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S22°31'56"E, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 11°05'27" AND AN ARC LENGTH OF 69.69 FEET, TO THE POINT OF BEGINNING;
 CONTAINING A CALCULATED AREA OF 22,083 SQUARE FEET OR 0.5069 ACRES.

PARCEL 4

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;
 THENCE N27°54'57"E A DISTANCE OF 1420.57 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE TRUSTEE'S DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;
 THENCE ON THE PERIMETER OF SAID PROPERTY THE FOLLOWING SEVEN (7) COURSES:
 1. N52°15'31"W A DISTANCE OF 7.98 FEET, TO A POINT OF CURVE;
 2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 52°42'18" AND AN ARC LENGTH OF 395.55 FEET, TO A POINT OF TANGENT;
 3. N00°26'47"E A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE;
 4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 08°35'03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;
 5. N08°08'16"W A DISTANCE OF 85.83 FEET;
 6. S85°02'46"W A DISTANCE OF 42.49 FEET, TO A POINT OF NON-TANGENT CURVE;
 7. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N58°14'45"W, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°01'39" AND AN ARC LENGTH OF 91.65 FEET, TO A POINT OF NON-TANGENT,
 THENCE DEPARTING SAID PROPERTY THE FOLLOWING TWO (2) COURSES:
 1. N84°03'34"E A DISTANCE OF 224.55 FEET;
 2. S05°52'43"E A DISTANCE OF 936.00 FEET, TO THE POINT OF BEGINNING.
 CONTAINING A CALCULATED AREA OF 101,309 SQUARE FEET OR 2.3257 ACRES.

PARCEL 5

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

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

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

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

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

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

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N80°18'27"E, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 25°57'10" AND AN ARC LENGTH OF 185.71 FEET, TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 67,905 SQUARE FEET OR 1.5589 ACRES.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

EXHIBIT C – DIAGRAM OF THE DETENTION POND

