

**PRIVATE STORMWATER FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT  
FOR MAYBERRY, COLORADO SPRINGS FILING NO. 3**

This PRIVATE STORMWATER FACILITY MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (County) and MAYBERRY COMMUNITIES, LLC (Developer) and MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICT NO. 1 (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, the Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as MAYBERRY, COLORADO; and

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

C. WHEREAS, Developer desires to plat and develop on the Subject Property a Subdivision to be known as MAYBERRY, COLORADO SPRINGS FILING NO. 3 (the Development); and

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


E. WHEREAS, the El Paso County Land Development Code, as periodically amended, requires the construction and maintenance of detention ponds and other drainage facilities adequate to maintain historic stormwater flow patterns, protect natural and man-made drainage conveyances, and prevent property damage in connection with land development and subdivisions, and further requires that developers enter into maintenance agreements and easements with the County for such drainage facilities; and

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

redevelopment and to enter into maintenance agreements and easements with the County for such facilities and BMPs; and

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


H. WHEREAS, Developer desires to construct for the Development five (5) drainage conveyance facilities, detention basins, stormwater control measures, and/or permanent stormwater quality BMPs (collectively, "Stormwater Facilities") as the means for providing adequate drainage and stormwater runoff control and to meet the requirements of the County's MS4 Permit, and to operate, clean, maintain and repair such Stormwater Facilities; and

I.  WHEREAS, Developer desires to construct the Stormwater Facilities on property **legally described and** illustrated in Exhibit B, and more particularly described in Exhibits C2, D1, D2, E, F1 and F2 attached hereto and incorporated herein by this reference (the Stormwater Facilities Areas); and

J. WHEREAS, Developer shall be charged with the duty of constructing the Stormwater Facilities and the Metro District shall be charged with the duties of operating, maintaining and repairing the Stormwater Facilities and any appurtenant improvements on Stormwater Facilities, and

K. WHEREAS, the County, in order to protect the public health, safety and welfare, desires the means to access, construct, maintain, and repair the Stormwater Facilities, and to recover its costs incurred in connection therewith, in the event the Developer or Metro District fails to meet their obligations to do the same; and

L. WHEREAS, the County conditions approval of this Development on the Developer's promise to construct the Stormwater Facilities, and further conditions approval on the Metro District's promise to clean, maintain and repair the Stormwater Facilities, and on the Developer's and Metro District's promise to reimburse the County in the event the burden falls upon the County to construct, clean, maintain or repair the Stormwater Facilities serving this Development; and

M. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Development upon Developer's t herein of a perpetual Easement over the Stormwater Facilities Areas **as legally described and illustrated in Exhibit B, and more particularly described in Exhibits C2, D1, D2, E, F1 and F2** for the purpose of allowing the Metro District access to construct, upgrade, clean, maintain and/or repair the Stormwater Facilities, and allowing the County to periodically access and inspect the Stormwater Facilities and, when necessary, to construct, clean, maintain or repair the Stormwater Facilities; and

N. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

## Agreement

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

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

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

3. Construction: Developer shall construct the following Stormwater Facilities on the Stormwater Facilities Areas **legally described and** illustrated in Exhibit B, and more particularly described in Exhibits C2, D1, D2, E, F1 and F2. Developer shall not commence construction of the Stormwater Facilities until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the Stormwater Facilities and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the Stormwater Facilities in substantial compliance with the County-approved plans and specifications for the Stormwater Facilities and shall provide certification from a Colorado registered Professional Engineer that the Stormwater Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the Stormwater Facilities shall be substantially completed within one (1) year (defined as 365 days), which one-year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) and associated Construction Permit are issued. Rough grading of the permanent stormwater BMP facilities must be completed and inspected by the PCD prior to commencing road construction, and water quality capture volume (WQCV) outlet control structures must be substantially complete prior to paving roads or parking areas.

In the event construction of the Stormwater Facilities is not substantially completed within the one (1) year period, or if the Development is in violation of its ESQCP terms and conditions and Developer has not made an effort to remedy the violation in a reasonable amount of time as determined by the County, then the County may exercise its discretion to complete the Stormwater Facilities and shall have the right to seek reimbursement from the Developer and its respective successors and assigns for its actual costs and expenses incurred in the process of completing construction.

4. Maintenance of Stormwater Facilities: The Metro District agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean and maintain the Stormwater Facilities in compliance with the County-reviewed Operation and Maintenance Manual, and otherwise keep the same in good repair, all at its own cost and expense. No trees or

shrubs that will impair the structural integrity of the Stormwater Facilities shall be planted or allowed to grow within or adjacent to the Stormwater Facilities.

5. Creation of Easements: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across the property legally described and illustrated in Exhibit B, and more particularly described in Exhibits C2, D1, D2, E, F1 and F2. The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the onsite Stormwater Facilities; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the onsite Stormwater Facilities or any appurtenant improvements.

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the Stormwater Facilities have not been properly cleaned, maintained, or otherwise kept in good repair, the County shall give reasonable notice of such to the responsible Party and its successors and assigns. The notice shall provide a reasonable time to correct the problems. Should the responsible Parties fail to correct the specified problems, the County may enter upon the properties described and illustrated in Exhibit B, and more particularly described in Exhibits C2, D1, D2, E, F1 and F2 to perform the needed work and shall have the right to seek reimbursement from the responsible Parties for its actual costs and expenses in performing the work. Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to inspect, construct, clean, repair or maintain the Stormwater Facilities.

7. Actual Costs and Expenses: The Developer and the Metro District agree and covenant, for themselves and their successors and assigns, that they will reimburse the County for its actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, or repairing the Stormwater Facilities or vegetated areas pursuant to the provisions of this Agreement.

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

8. Contingencies of Land Use/Land Disturbance Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision, land use, or land disturbance approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of property described and illustrated in Exhibit B, and more particularly described in Exhibits C2, D1, D2, E, F1 and F2 from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes

of accessing, inspecting, cleaning, maintaining, and repairing the Stormwater Facilities), and recording of the Deed for the same; and

b. [Reserved]

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

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

10. Indemnification and Hold Harmless: Developer and the Metro District agree, for themselves, their successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the Stormwater Facilities and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

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

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

13. Solid Waste or Hazardous Materials: Should any refuse from the Stormwater Facilities be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes

Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in the third paragraph (Paragraph C) of the Recitals set forth above is recorded (if applicable) and the Developer completes the construction of the Stormwater Facilities and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of the property ~~described and~~ illustrated in Exhibits B and C from Developer to the Metro District.

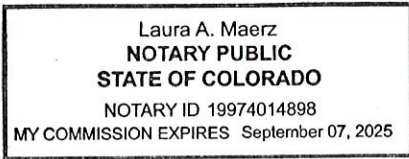
*[Remainder of page intentionally left blank]*

Executed this 1<sup>st</sup> day of June, 2023, by:  
MAYBERRY COMMUNITIES, LLC

By: [Signature]  
John Mick, COO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of JUNE, 2023, by John Mick, COO, MAYBERRY COMMUNITIES, LLC.

Witness my hand and official seal.  
My commission expires: 9-7-25



[Signature]  
Notary Public

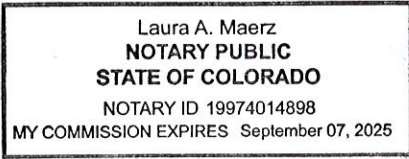
Executed this 1<sup>st</sup> day of June, 2023, by:  
MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICT NO. 1

By: [Signature]  
Jason Kvols, Board of Directors Secretary

Attest:  
By: [Signature]

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of JUNE, 2023 by JASON KVOLS as Board of Directors Secretary,  
MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICT NO. 1

Witness my hand and official seal.  
My commission expires: 9-7-25



[Signature]  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Executive Director, Planning and Community Development Department.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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

Approved as to Content and Form:

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



**EXHIBIT A**  
**Subject Property**  
**Mayberry, Colorado Springs Filing No. 3**

A tract of land being part of Tract M and all of Tract P, MAYBERRY, COLORADO SPRINGS FILING NO. 1, a subdivision of land in the North Half of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian, in the County of El Paso, State of Colorado, the plat of said subdivision recorded December 23, 2020 as Reception Number 220714655 in the Office of the El Paso Clerk and Recorder,

**AND**

All of Tracts A, B, C and D, MAYBERRY, COLORADO SPRINGS FILING NO. 2, a subdivision of land in the North Half of said Section 14, the plat of said subdivision recorded March 10, 2021 as Reception Number 221714698 in said Clerk and Recorder's Office,

**AND**

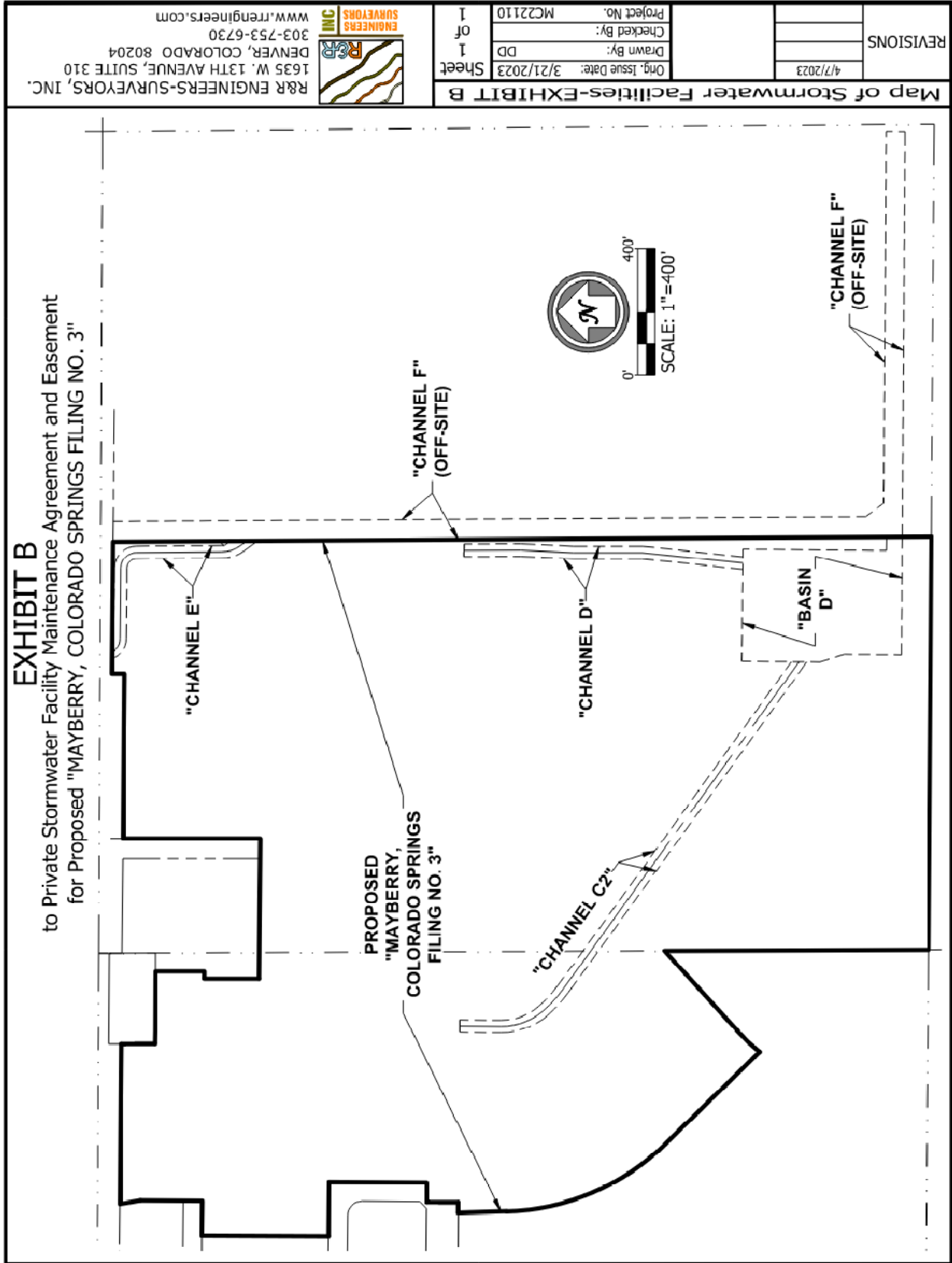
That part of Springs Road Right-of-Way lying South of the most southerly South line of said Tract A extended westerly and that part of Village Main Street Right-of-Way lying South of said Tract B, East of the East line of said Atchison Way extended northerly,

All together more particularly described as follows:

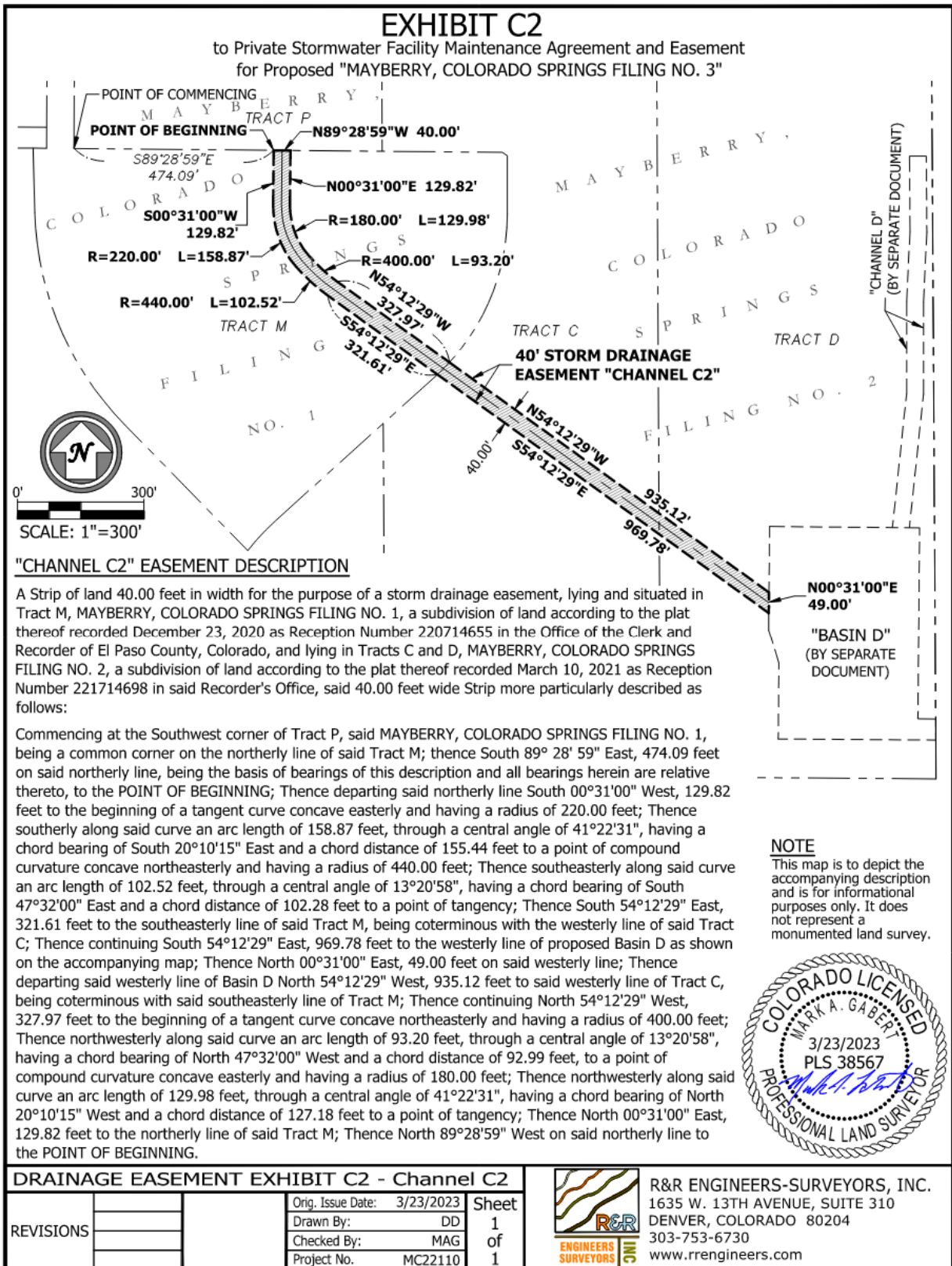
Commencing at the North Quarter-corner of said Section 14 monumented by a found rebar with a 2 inch aluminum cap marked "U.P. & E. PLS 11624 1999" in a monument box, from whence the Northeast corner of said Section 14, monumented by a found 3/4 inch square bar in a monument box, bears South 89° 44' 50" East as shown on said plats, a distance of 2606.58 feet, being the North line of the Northeast Quarter of said Section 14, and all bearings herein are relative thereto; thence South 89° 44' 50" East 1303.29 on said North line; thence South 00° 21' 12" East 39.54 feet to a 5/8 inch rebar with a yellow, broken, illegible cap found on the Northeast corner of said Tract D and the POINT OF BEGINNING of the tract of land herein described; Thence continuing South 00° 21' 12" East 2594.09 feet on the East line of said Tract D, being coterminous with the East line of the West Half of said Northeast Quarter, to a 3/4 inch rebar with a 2-1/2 inch aluminum cap marked "RAMPART PLS 38560 2019" found on the Southeast corner of said Tract D, also being the Southeast corner of said West Half; Thence North 89° 36' 00" West 1308.58 feet on the South line of said Tract D and the South line of said Tract C, being coterminous with the South line of said West Half, to a 3/4 inch rebar with a 2-1/2 inch aluminum cap marked "RAMPART PLS 38560 2019" found on the Southwest corner of said Tract C, also being the Center corner of said Section 14; Thence North 00° 14' 20" West 836.81 feet on the West line of said Tract C, being coterminous with the West line of said Northeast Quarter, to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the intersection of said West line with the Southeast line of said Tract M; Thence South 47° 51' 33" West 344.76 feet on said Southeast line to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the beginning of a tangent curve concave southeasterly; Thence southwesterly on said curve continuing on said Southeast line an arc length of 97.30 feet, said curve having a radius of 580.00 feet, a chord bearing of South 43° 03' 13" West, a chord distance of 97.19 feet and an interior angle of 09° 36' 43", to a 5/8 inch rebar with an orange plastic cap marked "PLS 38560" found on the most southerly corner of said Tract M; Thence North 44° 17' 33" West 418.36 feet on the westerly line of said Tract M to a 5/8 inch rebar with an orange plastic cap marked "PLS 38560" found on the beginning of a tangent curve concave northeasterly; Thence northwesterly and northerly on said curve continuing on said westerly line an arc length of 559.57 feet, said curve having a radius of 750.00 feet, a chord bearing of North 22° 55' 07" West, a chord distance of 546.68 feet and an interior angle of 42° 44' 52", to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the point of tangency; Thence North 01° 32' 41" West 153.70 feet continuing on said westerly line of said Tract M to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the intersection of said westerly line with the South Right-of-Way line of Mayberry Drive established by the plat of said MAYBERRY, COLORADO SPRINGS FILING NO. 1; Thence South 89° 28' 59" East 31.78 feet on said South Right-of-Way line, being coterminous with said westerly line, to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Southeast corner of said Mayberry Drive; Thence North 00° 20' 22" East 100.00 feet continuing on said westerly line of Tract M to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the South Right-of-Way

line of Atchison Way established by the plat of MAYBERRY, COLORADO SPRINGS FILING NO. 1A, said plat recorded July 22, 2022 as Reception Number 222714990 in said Clerk and Recorder's office; Thence South 89° 28' 59" East 62.00 feet on said South Right-of-Way line to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Southeast corner of said Atchison Way Right-of-Way; Thence North 00° 20' 22" East 310.00 feet on the East Right-of-Way line of said Atchison way and its northerly extension, being 2.97 feet West of (as measured perpendicular to) the most northerly East line of said Tract M, to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the intersection of said northerly extension with the South line of said Tract B; Thence North 89° 28' 59" West 172.00 feet on said South line of Tract B to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Southwest corner of said Tract B; Thence on the line segments of the westerly line of said Tract B the following 4 courses and distances: 1) North 00° 20' 22" East 401.73 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on a corner of said westerly line of Tract B; 2) Thence South 89° 28' 59" East 110.00 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on a corner of said westerly line of Tract B; 3) Thence North 00° 20' 22" East 196.27 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on a corner of said Westerly line of Tract B; 4) Thence North 10° 04' 50" West 66.13 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Northwest corner of said Tract B; Thence South 89° 28' 59" East 507.84 feet on the North line of said Tract B to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the most northerly Northeast corner of said Tract B; Thence on the northerly and easterly line segments of said Tract B the following 5 courses and distances: 1) South 00° 14' 20" East 107.84 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on a corner of said Tract B; 2) Thence South 89° 44' 49" East 230.82 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on a corner of the westerly line of Lot 1, said MAYBERRY, COLORADO SPRINGS FILING NO. 2; 3) Thence South 00° 00' 00" East 154.51 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set at a point on the North line of Lot 2, said MAYBERRY, COLORADO SPRINGS FILING NO. 2; 4) Thence North 89° 28' 59" West 23.35 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Northwest corner of said Lot 2; 5) Thence South 00° 00' 00" East 173.74 feet to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Southwest corner of said Lot 2; Thence South 89° 28' 59" East 445.91 feet on the most easterly segment of the North line of said Tract B, being coterminous with the South lines of said Lot 1 and Lot 3, said MAYBERRY, COLORADO SPRINGS FILING NO. 1, and its easterly extension, to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Southwest corner of said Tract A, also being a point on the East Right-of-Way line of Springs Road established by the plat of said MAYBERRY, COLORADO SPRINGS FILING NO. 1; Thence North 00° 00' 00" East 435.02 feet on the West line of said Tract A, being coterminous with said East Right-of-Way line, to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Northwest corner of said Tract A, said corner also being the Southwest corner of "Tract No. 3" of the South Right-of-Way line of State Highway 94 established by a warranty deed recorded December 23, 2020 as Reception No. 220211233 in said Clerk and Recorder's Office; Thence South 89° 29' 00" East 521.29 feet on the South line of said "Tract No. 3" and said South Right-of-Way line to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Southeast corner of said "Tract No. 3", being common with the Northeast corner of said Tract A and being a point on the West line of said Tract D; Thence North 00° 00' 00" East 40.00 feet on said West line to a 5/8 inch rebar with a red plastic cap marked "R&R ENG PLS 34591" set on the Northwest corner of said Tract D; Thence South 89° 28' 49" East 418.15 feet on the North line of said Tract D to the POINT OF BEGINNING, said tract containing 4,610,811 square feet or 105.85 acres, more or less.

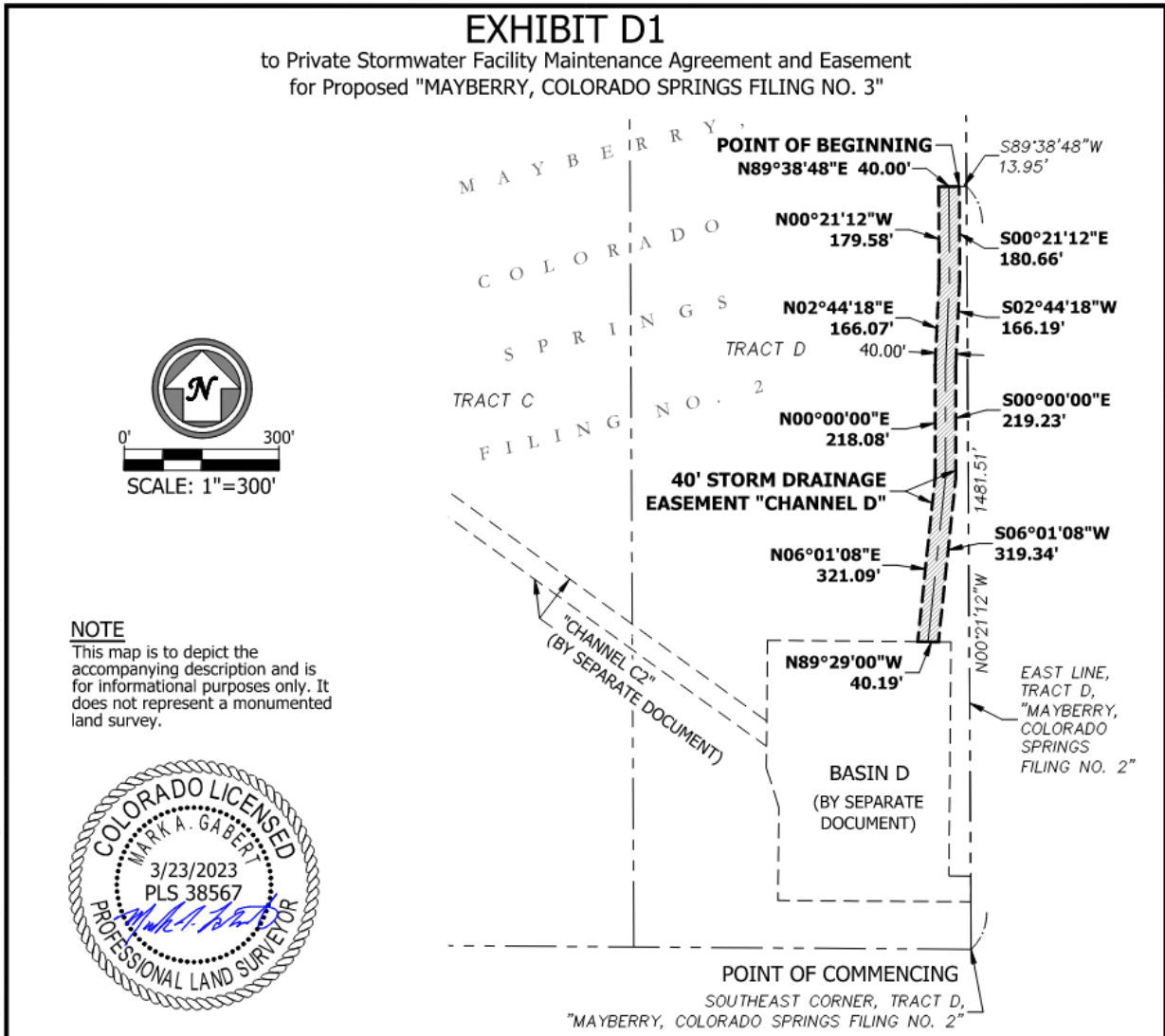
## EXHIBIT B Stormwater Facilities Areas (Channels C2, D, E, F and Basin D)



## EXHIBIT C2 Stormwater Facilities Area (Channel C2)



# EXHIBIT D1 Stormwater Facilities Area (Channel D)



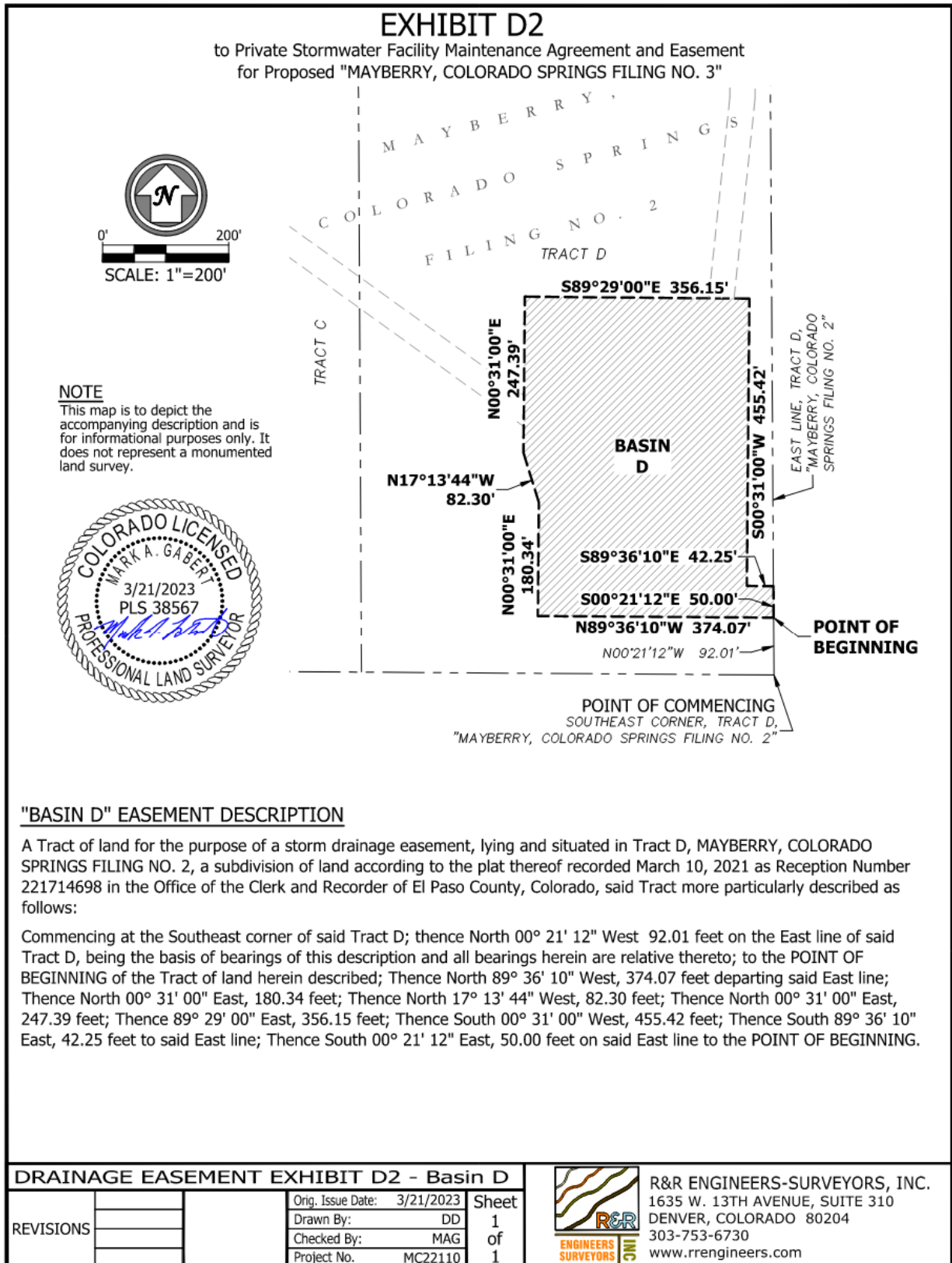
**"CHANNEL D" EASEMENT DESCRIPTION**

A Strip of land 40.00 feet in width for the purpose of a storm drainage easement, lying and situated in Tract D, MAYBERRY, COLORADO SPRINGS FILING NO. 2, a subdivision of land according to the plat thereof recorded March 10, 2021 as Reception Number 221714698 in the Office of the Clerk and Recorder of El Paso County, Colorado, said Strip more particularly described as follows:

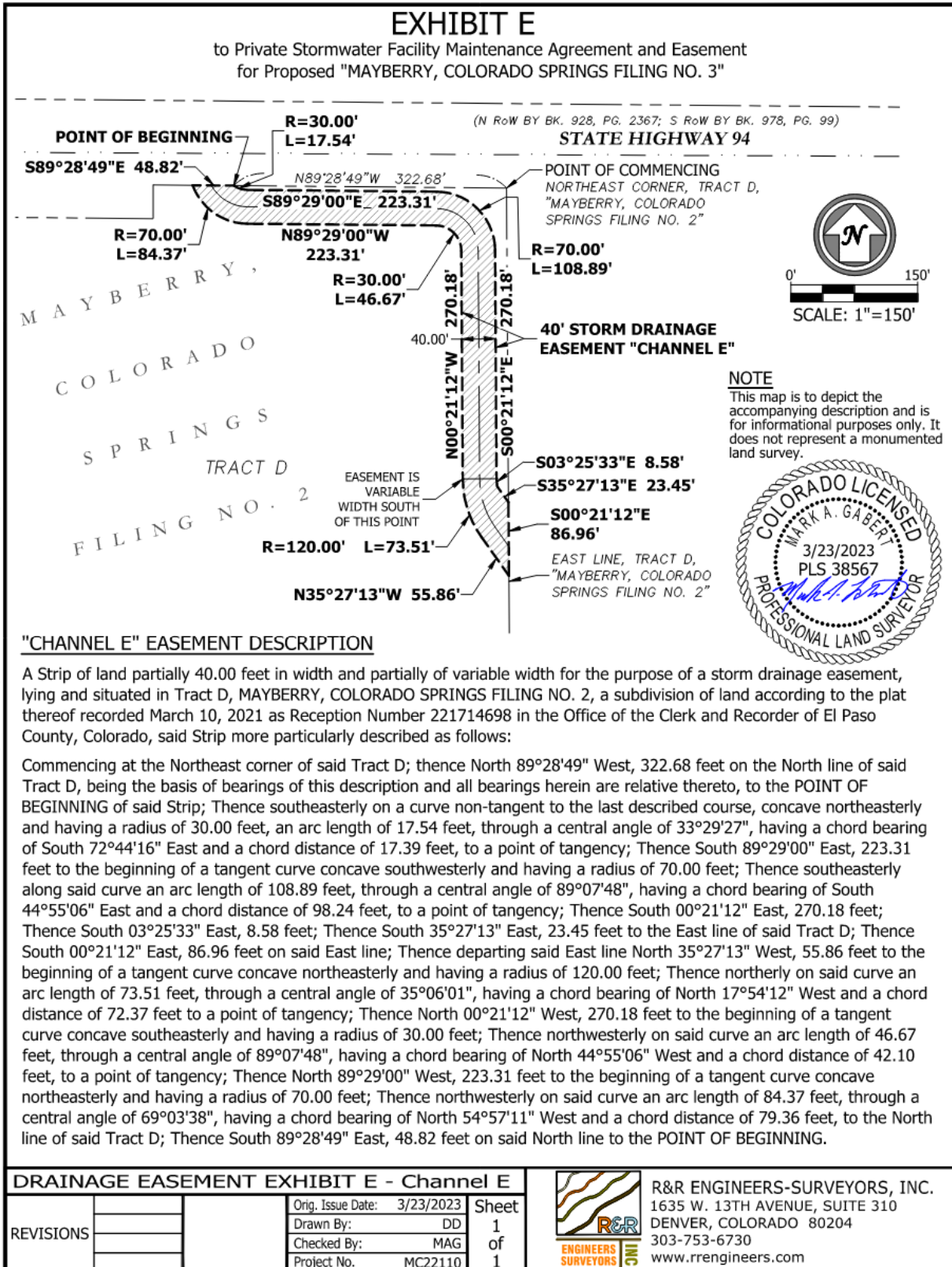
Commencing at the Southeast corner of said Tract D; thence North 00°21'12" West, 1481.51 feet on the East line of said Tract D, being the basis of bearings of this description and all bearings herein are relative thereto; thence departing said East line South 89°38'48" West, 13.95 feet to the POINT OF BEGINNING of said Strip; Thence South 00°21'12" East, 180.66 feet; Thence South 02°44'18" West, 166.19 feet; Thence South 00°00'00" East, 219.23 feet; Thence South 06°01'08" West, 319.34 feet to the North line of Basin D as shown on the accompanying map; Thence North 89°29'00" West, 40.19 feet on said North line; Thence departing said North line North 06°01'08" East, 321.09 feet; Thence North 00°00'00" East, 218.08 feet; Thence North 02°44'18" East, 166.07 feet; Thence North 00°21'12" West, 179.58 feet; Thence North 89°38'48" East, 40.00 feet to the POINT OF BEGINNING.

<b>DRAINAGE EASEMENT EXHIBIT D1 - Channel D</b>			 <b>R&amp;R ENGINEERS-SURVEYORS, INC.</b> 1635 W. 13TH AVENUE, SUITE 310 DENVER, COLORADO 80204 303-753-6730 www.rrengineers.com
REVISIONS		Orig. Issue Date: 3/23/2023 Drawn By: DD Checked By: MAG Project No. MC22110	

## EXHIBIT D2 Stormwater Facilities Area (Basin D)



## EXHIBIT E Stormwater Facilities Area (Channel E)



**EXHIBIT F1  
Stormwater Facilities Area (Channel F)**

**EXHIBIT F**

**GRADING AND STORM DRAINAGE EASEMENT**

Located in the E 1/2 of the NE 1/4 of Section 14, Township 14 South, Range 63 West of the 6th P. M.  
County of El Paso (Unincorporated), State of Colorado

DESCRIPTION - See Sheet 2 for Map


**"CHANNEL F" GRADING AND STORM DRAINAGE EASEMENT DESCRIPTION**

A tract of land for the purpose of a grading and storm drainage easement lying and situated in the East Half of the Northeast Quarter of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian, in El Paso County, Colorado, said tract and easement more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter monumented by a found 3/4 inch square bar in a monument box, from whence the North Quarter-corner of said Section 14, monumented by a found rebar with a 2 inch aluminum cap marked "PLS 11624" in a monument box, bears North 89° 44' 50" West a distance of 2606.58 feet along the North line of said Northeast Quarter as shown on the plat of MAYBERRY, COLORADO SPRINGS FILING NO. 2, a subdivision of land in said El Paso County, the plat of said subdivision recorded March 10, 2021 as Reception Number 221714698 in the El Paso County Clerk and Recorder's Office, and all bearings herein are relative thereto; thence North 89° 44' 50" West 1238.28 feet on said North line; thence departing said North line South 00° 21' 12" East 39.84 feet to the POINT OF BEGINNING of said tract and easement, said point lying on the South Right-of-Way line of State Highway 94 established by a Right of Way Deed recorded November 8, 1939 in Book 978 at Page 99 in said Clerk and Recorders Office; Thence South 00° 21' 12" East 2385.58 feet, parallel with and 65.00 feet East of (as measured perpendicular to) the West line of said East Half of the Northeast Quarter; Thence South 36° 27' 38" East 70.41 feet; Thence South 89° 36' 05" East 1201.85 feet to the East line of said Northeast Quarter; Thence South 00° 28' 09" East 60.01 feet on said East line; Thence departing said East line North 89° 36' 05" West 1308.47 feet to the West line of said Northeast Quarter; Thence North 00° 21' 12" West 2502.06 feet on said West line, being coterminous with the East line of said MAYBERRY COLORADO SPRINGS, FILING NO. 2, to the Northeast corner of said MAYBERRY, COLORADO SPRINGS FILING NO. 2 and lying on said South Right-of-Way line; Thence South 89° 28' 49" East 65.01 feet on said South Right-of-Way line to the POINT OF BEGINNING, said tract containing 238,402 square feet or 5.473 acres, EXCEPTING THEREFROM any portion at the easterly end of the southern-most portion of above described tract lying within the Right-of-Way of South Log Road.

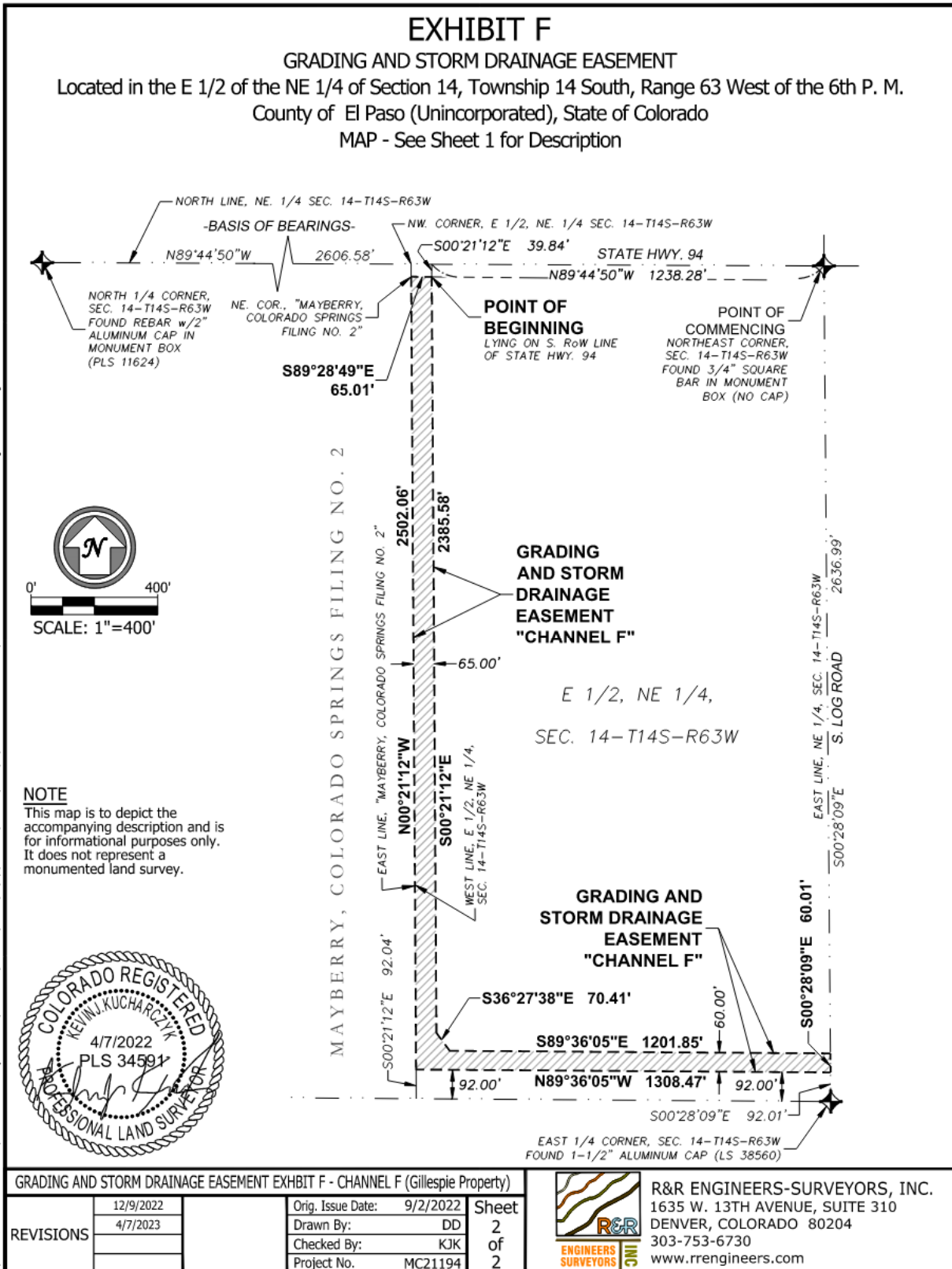
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GRADING AND STORM DRAINAGE EASEMENT EXHIBIT F - CHANNEL F (Gillespie Property)				R&R ENGINEERS-SURVEYORS, INC. 1635 W. 13TH AVENUE, SUITE 310 DENVER, COLORADO 80204 303-753-6730 www.rrengineers.com	
REVISIONS	12/9/2022			Orig. Issue Date: 9/2/2022	Sheet
	4/7/2023		Drawn By: DD		of
			Checked By: KJK		2
			Project No. MC21194		



## EXHIBIT F2 Offsite Stormwater Facilities Area (Channel F)



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