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**DETENTION POND**
**MAINTENANCE AGREEMENT AND EASEMENT**

This DETENTION POND 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"), the CITY OF FOUNTAIN ("City"), AVATAR FOUNTAIN LP ("Avatar Fountain"), AVATAR RIVERBEND LP ("Avatar Riverbend"), and RIVERBEND CROSSING METROPOLITAN DISTRICT ("District"). The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

A. WHEREAS, Avatar Fountain is the owner of certain real estate (the "Fountain Property") in Fountain, Colorado, which Fountain Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

B. WHEREAS, Avatar Fountain wishes to develop on the Fountain Property a commercial development to be known as Riverbend Crossing; and

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

D. WHEREAS, Avatar Riverbend wishes to develop on the County Property two subdivisions to be known as Riverbend Residential Filing No. 1 and Riverbend Residential Filing No. 2; and

E. WHEREAS, the development of the County Property will materially increase the volume and decrease the quality of stormwater runoff from such property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of the Riverbend Residential subdivisions on the construction of adequate drainage control facilities and permanent stormwater quality structural control measures, which measures are also known as Best Management Practices ("BMPs"), for the subdivisions; and

F. 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 the development of subdivisions, and further requires that subdivision developers enter into maintenance agreements and easements with the County for such drainage facilities; and

G. WHEREAS, the El Paso County Drainage Criteria Manual, Volumes 1 and 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 Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems ("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 BMPs with new development or significant redevelopment and to enter into maintenance agreements and easements with the County for such BMPs; and

H. 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

I. WHEREAS, Avatar Fountain has similar requirements to maintain historic stormwater flow patterns and protect stormwater quality with respect to its commercial development in Fountain; and

J. WHEREAS, Avatar Fountain and Avatar Riverbend desire to construct for their respective developments one detention pond on the County Property as the means for providing adequate drainage and stormwater runoff control and to meet the requirements of the County's and the City's MS4 Permits; and

K. WHEREAS, Avatar Fountain shall be charged with the duty of constructing the detention pond on the property legally described in Exhibit C, attached hereto; and

L. WHEREAS, the District shall be charged with the duties of operating, cleaning, maintaining and repairing the detention pond on the property described in Exhibit C; and

M. WHEREAS, the County and the City, in order to protect the public health, safety and welfare, desire the means to access, construct, maintain, and repair the detention pond, and to recover their costs incurred in connection therewith, in the event Avatar Fountain and the District fail to meet their obligations to do the same; and

N. WHEREAS, the County conditions approval of the Riverbend Residential subdivisions on Avatar Fountain's promise to construct the detention pond, on the District's promise to clean, maintain and repair the detention pond, and on the promise of the responsible parties, as set forth herein, to reimburse the County in the event the burden falls upon the County to construct, clean, maintain or repair the detention pond serving these developments; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Agreement and the Riverbend Residential subdivisions upon Avatar Riverbend's grant herein of a perpetual Easement on the County Property, or a portion thereof, for the purpose of allowing the County to periodically access, inspect, and, when necessary, to construct, clean, maintain or repair the detention pond.

## 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: Avatar Fountain and Avatar Riverbend, and the District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibits A and B attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves and their respective successors and assigns.

3. Construction: Avatar Fountain shall construct on the property described in Exhibit C, attached hereto and incorporated herein by this reference, one detention pond adequate to serve both the Fountain Property and the County Property. Avatar Fountain shall not commence construction of the detention pond until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention pond, this Agreement has been signed by all Parties and returned to the PCD, collateral to guarantee construction acceptable to the County and City in both form and amount has been provided to PCD, and all necessary permits have been obtained from the County. Avatar Fountain shall complete construction of the detention pond in substantial compliance with the County-approved plans and specifications. Avatar Fountain shall also provide certification from a Colorado-registered Professional Engineer that the detention pond was constructed in accordance with and provides the volume and capacity required by such plans and specifications. Avatar Fountain shall not commence construction on the Fountain Property and no commercial development will begin prior to the detention pond being constructed in conformance with the requirements of this Agreement. Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County or the City to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention pond shall be substantially completed within one (1) year (defined as 365 days), which one-year period will commence to run on the date the plans and specifications are approved by PCD. Rough grading of the detention pond must be completed and inspected by the PCD prior to commencing road construction.

In the event construction is not substantially completed within the one-year period, then the County or City may, at least one week following written notice to the other Party of its intent, exercise its discretion to execute on the collateral provided by Avatar Fountain and complete the detention pond. If the collateral is insufficient to cover the actual costs and expenses incurred in the process of completing construction, the Party not completing construction shall pay the difference to the Party completing construction, up to its Proportionate Share, within thirty (30) days of a written request to do so. The Proportionate Share constitutes the City's and County's respective share of the actual costs and expenses for construction and is based upon the percentage of runoff entering the detention pond attributable to the Fountain Property and to the County Property. The City's Proportionate Share has been calculated to be 36.4%, and the County's Proportionate Share has been calculated to be 63.6%. The County and the City shall have the right to seek reimbursement from Avatar Fountain and its successors and assigns for the actual costs and expenses incurred in the process of completing construction.

4. Maintenance: The District agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean, maintain and repair the detention pond 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 detention pond shall be planted or allowed to grow in the basin of the detention pond.

5. Creation of Easement: Avatar Riverbend hereby grants Avatar Fountain, the District, the County, and the City each a non-exclusive perpetual easement upon and across the property described in Exhibit C. The purpose of the easement is to allow Avatar Fountain to access and construct the detention pond, the District to access, clean, repair and maintain the detention pond, and the County and City to access, inspect, construct clean, repair and maintain the detention pond. The creation of the easement does not expressly or implicitly impose on the County or the City a duty to so inspect, construct, clean, repair or maintain the detention pond.

6. County's and City's Maintenance Rights and Obligations: Any time the County or City determines, in the sole exercise of its discretion, that the detention pond has not been properly cleaned, maintained, or otherwise kept in good repair, the County or City shall give reasonable notice of such to all Parties and their successors and assigns. The notice shall provide a reasonable time to correct the problems. Should the District fail to correct the specified problems, the County or City may enter upon the property described in Exhibit C to perform the needed work. The City shall obtain any necessary permits from the County prior to commencing work, e.g. approval of amended construction drawings or an erosion and stormwater quality control permit. The Party not performing the work shall pay to the Party performing the work, within thirty (30) days of a written request to do so, its Proportionate Share of the actual costs and expenses of performing the work incurred by the Party who performs the work. The County and the City shall have the right to seek reimbursement from the District for the actual costs and expenses in performing the work. Notice shall be effective to the above by the 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 or the City a duty to inspect, construct, clean, repair or maintain the detention pond.

7. Actual Costs and Expenses: Avatar Fountain, Avatar Riverbend, and the District agree and covenant, for themselves and their successors and assigns, that they will reimburse the County and City for their actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, or repairing the detention pond 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 City, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County or City uses its own personnel, tools, equipment and supplies, etc. to perform the work. In the event the County or City initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County and City shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County or City contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Land Use/Land Disturbance Approval: Avatar Fountain's and Avatar Riverbend's execution of this Agreement is a condition of subdivision, land use, or land disturbance approval.

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 El Paso County Engineer. 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 El Paso County Engineer.

10. Enforcement of County Regulations: Nothing in this Agreement shall be construed to limit the County's authority to enforce any of its laws, regulations or ordinances as they may apply to this Agreement or to the design, construction, inspection, maintenance and repair of the detention pond that is the subject of this Agreement.

11. Effect of Annexation: Upon annexation of the property described in Exhibit C by the City, all of the County's rights and obligations under this Agreement shall be terminated without the need for further action by the Parties, effective as of the date of annexation.

12. Indemnification and Hold Harmless: Avatar Fountain and Avatar Riverbend agree, for themselves and their successors and assigns, that they will indemnify, defend, and hold the County and the City 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 design, 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 detention pond, 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 defenses available to the District, County and the City pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*. C.R.S., or as otherwise provided by law.

13. Assignment: Neither the City, the County, nor the District shall assign the rights or responsibilities under this Contract without the express, written consent of both the City and the County, which may be withheld for any reason or for no reason.

14. 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.

15. 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 any Party to this Agreement, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

16. Solid Waste or Hazardous Materials: Should any refuse from the detention pond be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), Avatar Fountain, Avatar Riverbend, and the 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 and the City 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, Avatar Fountain, Avatar Riverbend, and the District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

17. 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.

18. Limitation on Property Owners' Obligation and Liability: The obligations and liabilities of Avatar Fountain and Avatar Riverbend hereunder shall terminate at such time ALL of the following have occurred: a) the subdivision plats described in Recital paragraphs B and D above are recorded; b) Avatar Fountain completes construction of the detention basin/BMP(s); c) the County and the City, as applicable, have inspected the detention basin/BMP(s) and released all collateral ensuring the construction thereof; and d) the property described in Exhibit C and all applicable maintenance and operation responsibilities for the detention basin/BMP(s) have been transferred to and accepted by the District.

19. Annual Appropriation: The obligations of the City, County and District as set forth in this Agreement are expressly subject to annual appropriation by the respective entity and nothing contained herein shall be construed as a multiple fiscal year obligation of the City, County or District as defined in Article X, Section 20 of the Colorado Constitution.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 24 day of April, 2020 by:

AVATAR FOUNTAIN LP

By: _____

[Insert name], [Insert title (e.g. President/Manager)]

The foregoing instrument was acknowledged before me this 24 day of April, 2020, by [Insert name], as [Insert title (President/Manager)] of Avatar Fountain LP.

LAURIE ANN WAGONFELD
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA6396360
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 08/19/2023

Witness my hand and official seal.

My commission expires: 8-19-2023

_____
Notary Public

Executed this 24 day of April, 2020 by:

AVATAR RIVERBEND LP

By: _____

[Insert name], [Insert title (e.g. President/Manager)]

The foregoing instrument was acknowledged before me this 24 day of April, 2020, by [Insert name], as [Insert title (President/Manager)] of Avatar Riverbend LP.

LAURIE ANN WAGONFELD
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA6396360
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 08/19/2023

Witness my hand and official seal.

My commission expires: 8-19-2023

_____
Notary Public

Executed this 27 day of April, 2020 by:

RIVERBEND CROSSING METROPOLITAN DISTRICT

By: _____
[Insert name], [Insert title (e.g. President/Manager)]

The foregoing instrument was acknowledged before me this 27th day of April, 2020, by [Insert name], as [Insert title (President/Manager)] of Riverbend Crossing Metropolitan District.

Witness my hand and official seal.
My commission expires: 12/07/2020

_____
Notary Public

JESUS DAVID GOMEZ JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20164046408
MY COMMISSION EXPIRES DEC. 07, 2020

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY COLORADO

By: _____ 8/11/20
Mark Waller, Chair Date

Attest:

_____
Chuck Broerman
County Clerk & Recorder

Approved as to form:

_____
County Attorney's Office

Executed this 28th day of July, 2020, by:

CITY COUNCIL OF THE CITY OF FOUNTAIN, COLORADO

By: _____

Name: Todd Evans

Its: Dep. City Manager

The foregoing instrument was acknowledged before me this 28th day of July, 2020, by Todd Evans as Deputy City Manager of the City of Fountain.

Witness my hand and official seal.

My commission expires: May 31, 2023

JONEY L. CARNEAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044039340
MY COMMISSION EXPIRES MAY 31, 2023

_____
Notary Public

Approved as to Content and Form:

_____
City Attorney

**Exhibit A**

Legal Description for commercial property

A tract of land being a portion of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 14, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Bearings based on the West line of the Northeast Quarter (NE 1/4) of Section 14, Township 15 South, Range 66 West of the 6th P.M., monumented at the North Quarter (N 1/4) corner with a 3 1/4" aluminum cap, stamped "BARRON LAND 2018 PLS 38141" and at the Center Quarter (C 1/4) corner with a 3 1/4" aluminum cap, stamped "OLIVER E. WATTS 2000 PE-LS 9853" and bears S 00°24'11" E, 2640.42 feet.

COMMENCING at the said North Quarter (N 1/4) corner; thence N 89°52'04" E, along the North line of the said Northeast Quarter (NE 1/4), a distance of 549.67 feet to the POINT OF BEGINNING;

Thence, continuing along said North line, N 89°52'04" E, 251.30 feet to a point on the Southwest right of way line of U.S. Highway 85-87;

Thence S 36°04'05" E, along said Southwest right of way line, a distance of 837.25 feet to the Northeast corner of the land described in Book 1763 at Page 57, recorded at El Paso County Records, said point also being the Northwest corner of Southmoor Drive;

Thence S 00°15'57" E, along the East line of said land, also being the West line of said Southmoor Drive, a distance of 379.90 feet;

Thence continuing along the West line of said Southmoor Drive S 00°07'59" E, a distance of 338.75 feet to a point on the Southeast extension of the Southwest line of said land;

Thence along said Southeast extension, Southeast line and Westerly lines of said land the following three (3) courses:

1) N 36°04'35" W, a distance of 1115.06 feet;

2) N 15°48'38" W, a distance of 164.23;

3) N 15°42'45" W, a distance of 166.22 feet to the Northwest corner of said land;

Thence N 00°07'56" W, a distance of 175.58 feet to the POINT OF BEGINNING;

Excepting therefrom that parcel of land described at Reception No. 206104641 at the El Paso County Clerk and Recorder.

Containing a total calculated area of 465,661 square feet (10.690 acres), of land, more or less.

Spencer J. Barron
State of Colorado Professional Land Surveyor No. 38141
For and on behalf of Barron Land, LLC

**Exhibit B**

Legal Description for Residential Parcel (Ph1 & Ph2)

A tract of land being a portion of the West Half (W 1/2) of the Northeast Quarter (NE 1/4 ) of Section 14, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Bearings based on the West line of the Northeast Quarter (NE 1/4) of Section 14, Township 15 South, Range 66 West of the 6th P.M., monumented at the North Quarter (N 1/4) corner with a 3 1/4" aluminum cap, stamped "BARRON LAND 2018 PLS 38141" and at the Center Quarter (C 1/4) corner with a 3 1/4" aluminum cap, stamped "OLIVER E. WATTS 2000 PE-LS 9853" and bears S 00°24'11" E, 2640.42 feet.

BEGINNING at said North Quarter (N 1/4) corner;

Thence N 89°52'04" E, along the North line of said Northeast Quarter (NE 1/4), a distance of 549.67 feet;

Thence S 00°07'56" E, a distance of 175.58 feet to the most Westerly Northwest corner of the land described in Warranty Deed recorded in Book 2472 at Page 228, El Paso County Records;

Thence along the Westerly lines, Southwesterly line and Southeasterly extension line of said land the following three (3) courses:

1) S 15°42'45" E, a distance of 166.22 feet;

2) S 15°48'38" E, a distance of 164.23 feet;

3) S 36°04'35" E, a distance of 1,115.06 feet to a point on the West right of way line of Southmoor Drive;

Thence S 00°07'59" E, along said West line, a distance of 306.67 feet to an angle point in said Southmoor Drive;

Thence S 34°27'20" E, along the Southwest line of said Southmoor Drive, a distance of 53.43 feet to the Northwest corner of a tract of land described at Reception No. 202040629, El Paso County Records;

Thence S 00°11'18" E along the West line of said tract of land, a distance of 813.74 feet to the Southeasterly end of the common boundary line described in the Boundary Agreement and Quit Claim deed recorded at Reception No. 206153355, El Paso County Records;

Thence N 64°47'25" W, along said boundary line, a distance of 1,455.02 feet to a point on the West line of said Northeast Quarter (NE 1/4);

Thence N 00°24'11" W along said West line, a distance of 1,938.33 feet to the POINT OF BEGINNING;

Containing a total calculated area of 2,265,061 square feet (51.999 acres) of land, more or less.

Spencer J. Barron

State of Colorado Professional Land Surveyor No. 38141

For and on behalf of Barron Land, LLC

**Exhibit C**

# EXHIBIT C

That portion of the Northeast Quarter of Section 14, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado described as follows:

Bearings are based on the Southwest right of way line of U.S. State Highway 85-87, monumented at the North corner of Tract A, St. Dominic's Catholic Church, recorded at Reception No. 208712743, El Paso County Records with a No. 5 rebar and 1 1/2" aluminum cap, stamped "MARIOTTI PLS 22573" and at CDOT ROW marker 275 per Department of Transportation State of Colorado right of way plans, project No. 0851-001 Unit 3, and is assumed to bear S 36°04'05" E.

COMMENCING at the North 1/4 corner of said Section 14; thence S 00°24'11" E, along the West line of the Northeast Quarter of said Section 14, a distance of 1,718.79 feet; thence N 89°35'49" E, a distance of 622.24 feet to the POINT OF BEGINNING;
thence continuing N 89°35'49" E, a distance of 30.00 feet;
thence S 00°24'11" E, a distance of 82.88 feet;
thence N 89°35'49" E, a distance of 30.17 feet;
thence S 24°07'58" E, a distance of 18.70 feet;
thence N 89°35'49" E, a distance of 333.80 feet;
thence S 00°24'11" E, a distance of 85.66 feet;
thence N 89°48'42" E, a distance of 290.79 feet;
thence S 00°11'18" E, a distance of 339.97 feet;
thence S 89°48'42" W, a distance of 174.45 feet;
thence N 44°41'13" W, a distance of 345.80 feet;
thence 90.31 feet along the arc of a 150.00 foot radius tangent curve to the left, having a central angle of 34°29'39", with a chord that bears N 61°56'02" W, 88.95 feet;
thence N 79°10'51" W, a distance of 121.50 feet;
thence N 46°06'04" W, a distance of 108.65 feet;
thence N 00°24'11" W, a distance of 136.57 feet to the POINT OF BEGINNING.

Containing a total calculated area of 158,709 square feet (3.643 acres) of land, more or less.

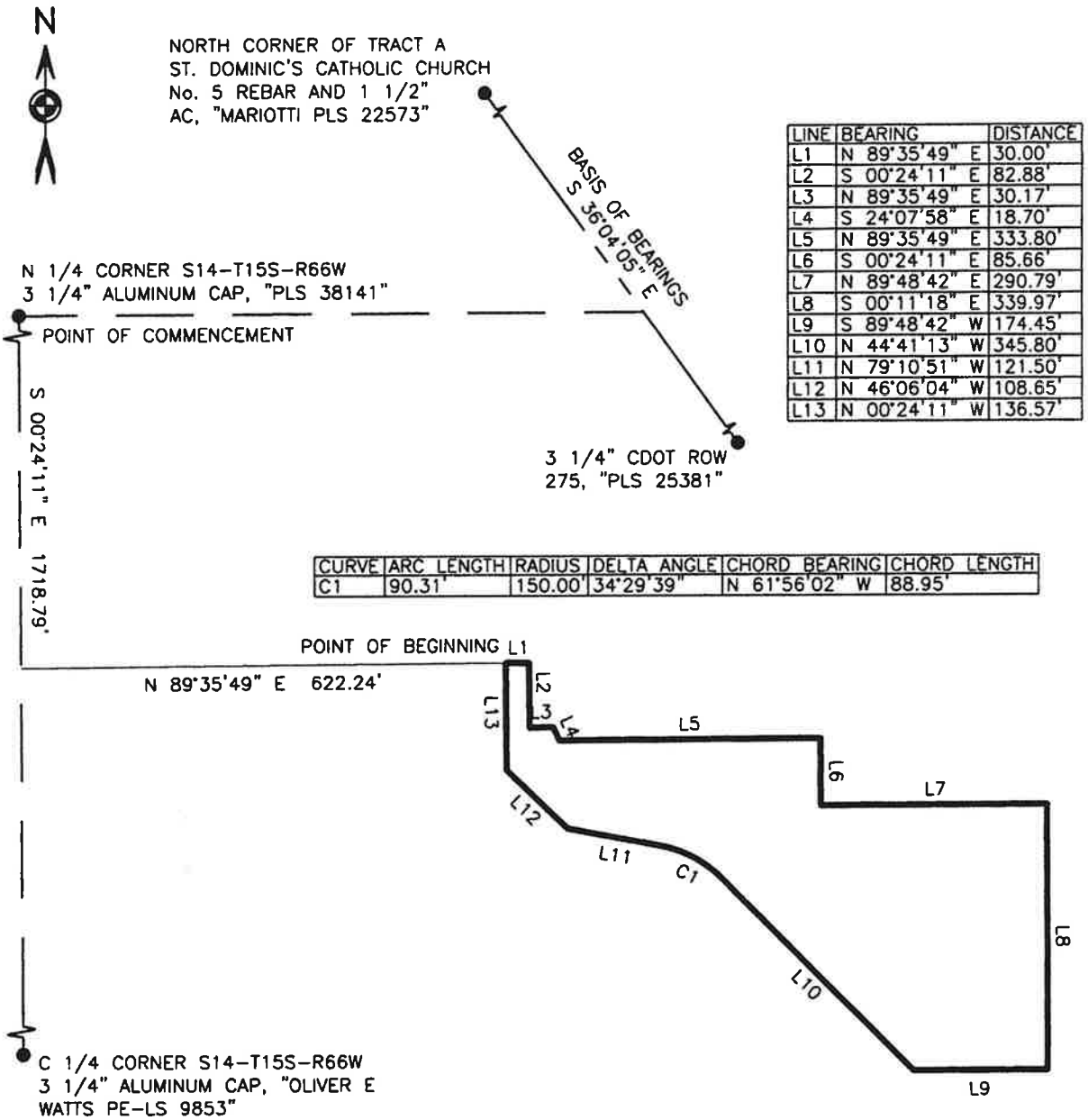



Spencer J. Barron
State of Colorado Professional Land Surveyor No. 38141
For and on behalf of Barron Land, LLC

BARRON LAND
BOUNDARY △ MAPPING △ SURVEYING △ CONSTRUCTION
2790 N. Academy Blvd. Suite 311
Colorado Springs, CO 80917
P: 719.360.6827
F: 719.466.6527
www.BARRONLAND.com

DATE: 07/21/2020 REV. DATE: PROJECT No.: 17-054 SHEET 1 OF 2

# EXHIBIT C




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 89°35'49" E | 30.00' |
| L2 | S 00°24'11" E | 82.88' |
| L3 | N 89°35'49" E | 30.17' |
| L4 | S 24°07'58" E | 18.70' |
| L5 | N 89°35'49" E | 333.80' |
| L6 | S 00°24'11" E | 85.66' |
| L7 | N 89°48'42" E | 290.79' |
| L8 | S 00°11'18" E | 339.97' |
| L9 | S 89°48'42" W | 174.45' |
| L10 | N 44°41'13" W | 345.80' |
| L11 | N 79°10'51" W | 121.50' |
| L12 | N 46°06'04" W | 108.65' |
| L13 | N 00°24'11" W | 136.57' |

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 90.31' | 150.00' | 34°29'39" | N 61°56'02" W | 88.95' |

1" = 200'

200 0 200 400


BARRON LAND
BOUNDARY △ MAPPING △ SURVEYING △ CONSTRUCTION
2790 N. Academy Blvd. Suite 311
Colorado Springs, CO 80917
P: 719.360.6827
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www.BARRONLAND.com


DATE: 07/21/2020 REV. DATE:

PROJECT No.: 17-054 SHEET 2 OF 2