

**PRIVATE DETENTION BASIN /
STORMWATER QUALITY BEST MANAGEMENT PRACTICE
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE 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 (Board or County), **RANDALL & ANDREA O'LEARY** (Developer) and **HAY CREEK PRESERVE HOMEOWNERS ASSOCIATION, INC.** (Homeowners Association or Association), a Colorado nonprofit corporation. The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

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

B. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as **Hay Creek Valley Subdivision**, and

C. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices ("BMPs") for the subdivision; and

D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer's promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

E. WHEREAS, the 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) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), 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

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

G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which

basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

H. WHEREAS, Developer desires to construct for the subdivision **two** detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as **Tract A & B and within the Ingress and Egress Easement (Bk 3465 Pg 929)** , as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

J. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Association shall be charged in the Subdivision’s Covenants with the duties of operating, maintaining and repairing all common areas and common structures within the Subdivision, including the detention basin/BMP(s) on the Property described in Exhibit B; and

K. WHEREAS, it is the County’s experience that subdivision developers and homeowners’ associations historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and homeowners’ associations have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this Subdivision due to the Developer’s or the Association’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this Subdivision on the Developer’s promise to so construct the detention basin/BMP(s), and further conditions approval on the Association’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

N. WHEREAS, the County could condition subdivision approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer’s and the Association’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

P. WHEREAS, given that the Association could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's creation, by and through this Agreement, of a covenant running with the land upon each and every lot in the Subdivision.

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 and Pro Rata Liability upon Individual Lot Owners: Developer and the Association agree 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 themselves, their respective successors and assigns, including individual lot owners within the Subdivision.

However, any liability imposed under this Agreement against an individual lot owner shall not be joint and several with the Developer and the Association, but shall be pro-rated on a per-lot basis as determined by the following formula and illustration: each individual lot owner(s) shall be liable for no more than the total monetary amount of liability multiplied by a fraction in which the numerator is the number of lots in the Subdivision owned by a particular lot owner, and the denominator is the total number of lots in the Subdivision. As to any lot(s) owned by more than one person or entity, the liability among co-owners shall be joint and several for the pro rata obligation of that lot. The application of this Paragraph is best illustrated by the following example. Assume the following parameters: total liability is \$10,000; total number of lots in the Subdivision is 100; Lot 1 is owned by persons A and B; person B also owns Lot 2. Liability is as follows: the Developer, \$10,000; the Association, \$10,000; Lot 1 is \$100.00, joint and several as to A and B, Lot 2 is \$100.00 owed solely by B. Thus person A's total liability is \$100.00 and person B's is \$200.00. Applying the principle that the County cannot collect more than it is owed, and assuming that the County cannot collect anything from the Developer and the Association, if the County collected the whole \$200.00 from B, then it could not collect the \$100.00 from A. Likewise, if the County collected the \$100.00 from A, then it could only collect \$100.00 from B.

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, **two** detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). 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 detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMP(s) must be

completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer and the Association and their respective successors and assigns, including individual lot owners in the Subdivision, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. 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 fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

4. Maintenance: The Developer and the Association agree for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at their own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Developer and the Association hereby grant the County a non-exclusive perpetual easement upon and across that portion of the Property described in Exhibit B. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); 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 detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Association and their respective successors and assigns, including the individual lot owners within the Subdivision, that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). 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 so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Association agree and covenant, for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement; however, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management

and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, and as per the provisions of Paragraph Two (2) above.

The term “actual costs and expenses” 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, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. 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. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

8. Contingencies of Subdivision Approval: Developer’s and the Association’s execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. The County’s receipt of a copy of the Articles of Incorporation for the Association, as filed with the Colorado Secretary of State; receipt of the Certificate of Incorporation or other comparable proof for the same from the Colorado Secretary of State; a copy of the Bylaws of the Association; a copy of the organizational minutes or other appropriate document of the Association, properly executed and attested, establishing that the Association has adopted this Agreement as an obligation of the Association; and
- b. A copy of the Covenants of the Subdivision establishing that the Association is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s); that the Association has adopted this Agreement as an obligation of the Association; and that a funding mechanism is in place whereby individual lot owners within the Subdivision pay a regular fee to the Association for, among other matters, the inspection, cleaning, maintenance, and repair of the detention basin/BMP(s); and
- c. A copy of the Covenants of the Subdivision establishing that this Agreement is incorporated into the Covenants, and that such Agreement touches and concerns each and every lot within the Subdivision.

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. Distribution to Lot Purchasers: Upon the initial sale of any lot within the Subdivision, prior to closing on such sale, the Developer shall give a copy of this Agreement to the potential Buyer.

10. 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 Director of the El Paso County Planning and Community Development Department and/or the 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 Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

11. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Association agree, for themselves, their respective successors and assigns, including the individual lot owners in the Subdivision, 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 respective 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 detention basin/BMP(s), 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. However, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision.

12. 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.

13. 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 either the County, the Developer, the Association, or their respective successors and assigns, including any individual lot owners in the Subdivision, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

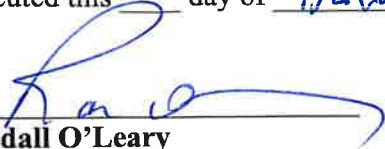
14. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer and the Association shall take 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 Association, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

15. 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.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 20 day of DECEMBER 2024 by:


Randall O'Leary


Andrea O'Leary

The foregoing instrument was acknowledged before me this 20 day of DECEMBER, 2024 by Randall O'Leary and Andrea O'Leary.

Witness my hand and official seal.
My commission expires: 10/28/2028




Notary Public

Executed this 19th day of DECEMBER, 2024 by:

HAY CREEK PRESERVE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation.

By: 

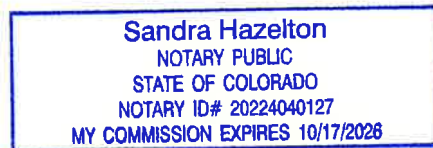
Print Name: TIM BUSCHAR

Title: President

The foregoing instrument was acknowledged before me this 19 day of December, 2024 by Tim Buschar, as President of Hay Creek Preserve Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: 10/17/2026




Notary Public

Executed this _____ day of _____, 202_, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Meggan Herington, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____,
202_, by _____, Executive Director of El Paso County Planning and Community
Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:
Lori L. Seago

Assistant County Attorney

Exhibit A – Legal Description

HAY CREEK ROAD PLAT BOUNDARY DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN; COUNTY OF EL PASO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 33 BEARS NORTH 89°38'17" EAST, A DISTANCE OF 2,684.46 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 00°25'17" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 1,169.26 FEET;

THENCE THE FOLLOWING TWENTY-TWO (22) COURSES;

1. SOUTH 71°29'43" EAST, A DISTANCE OF 140.51 FEET;
2. NORTH 82°07'46" EAST, A DISTANCE OF 458.69 FEET;
3. NORTH 71°31'45" EAST, A DISTANCE OF 369.66 FEET;
4. NORTH 89°30'59" EAST, A DISTANCE OF 195.64 FEET;
5. NORTH 82°27'48" EAST, A DISTANCE OF 300.93 FEET;
6. SOUTH 81°25'26" EAST, A DISTANCE OF 208.57 FEET;
7. NORTH 66°51'51" EAST, A DISTANCE OF 197.45 FEET;
8. NORTH 70°47'03" EAST, A DISTANCE OF 178.13 FEET;
9. NORTH 66°11'16" EAST, A DISTANCE OF 170.15 FEET;
10. NORTH 71°47'12" EAST, A DISTANCE OF 403.02 FEET;
11. NORTH 84°26'00" EAST, A DISTANCE OF 169.75 FEET;
12. SOUTH 87°26'44" EAST, A DISTANCE OF 197.38 FEET;
13. NORTH 74°51'53" EAST, A DISTANCE OF 86.71 FEET;
14. NORTH 86°13'24" EAST, A DISTANCE OF 233.11 FEET;
15. NORTH 80°10'48" EAST, A DISTANCE OF 260.90 FEET;
16. NORTH 78°52'32" EAST, A DISTANCE OF 149.05 FEET;
17. NORTH 71°58'16" EAST, A DISTANCE OF 210.75 FEET;
18. NORTH 49°30'50" EAST, A DISTANCE OF 403.50 FEET;
19. NORTH 57°57'37" EAST, A DISTANCE OF 170.21 FEET;
20. NORTH 37°03'08" EAST, A DISTANCE OF 266.68 FEET;

21. NORTH 43°48'53" WEST, A DISTANCE OF 107.37 FEET;

22. NORTH 20°29'00" WEST, A DISTANCE OF 220.10 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34;

THENCE NORTH 89°30'43" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,125.83 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 34;

THENCE SOUTH 00°28'46" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 34, A DISTANCE OF 2,654.48 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89°38'45" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,683.98 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33;

THENCE SOUTH 89°38'17" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 2,684.46 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 214.622 ACRES, (9,348,924 SQUARE FEET), MORE OR LESS.

8 6 81

00795307

1981 AUG -6 PM 3:21

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 3465 PAGE 029

gms

RIGHT-OF-WAY GRANT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That CHRISTINE J. DRILLACROCE, First Party, of El Paso County, Colorado, does hereby grant unto The Gibson deKalb Hazard, Jr. Trust, dated December 14, 1972, Second Party, its heirs, devisees, successors and assigns, 15 Upland Road, in Colorado Springs, in El Paso County, Colorado, a non-exclusive right of way for ingress and egress over and across the following real property in El Paso County, Colorado, to-wit:

The East half of Section 34 in Township 11 South, Range 67 West of the 6th P. M., being a strip of land 60 feet in width and lying 30 feet on each side of the following described centerline: Commencing at the Northeast corner of the southwest quarter of said Section 34; thence South 01° 09' 09" West, or the West line of the Southeast quarter of said Section 34, said bearing and all others in this description being relative to those contained in that certain Deed recorded in Book 2618 at Page 952 under Reception No. 12380 of the records of El Paso County, Colorado, a distance of 123.1 feet to the point of beginning of said centerline; thence North 82° 56' 57" East, 58.95 feet; thence on the arc of a curve to the left, which curve has a central angle of 42° 07' 48", a radius of 250 feet, and an arc distance of 183.83 feet; thence North 20° 49' 09" East, tangent to the last mentioned curve, 408 feet, more or less, to intersect the Southerly line of an existing public roadway known as Baptist Road and the terminus of the centerline; extending and shortening the side lines of said 60 foot wide strip to intersect the East line of the Southwest quarter of said Section 34, and to intersect the aforementioned southerly line of Baptist road, said tract of land containing 0.895 acres, more or less.

Exhibit B – Pond Location Exhibit

Legal Description: Tract B, Hay Creek Valley

HAY CREEK VALLEY

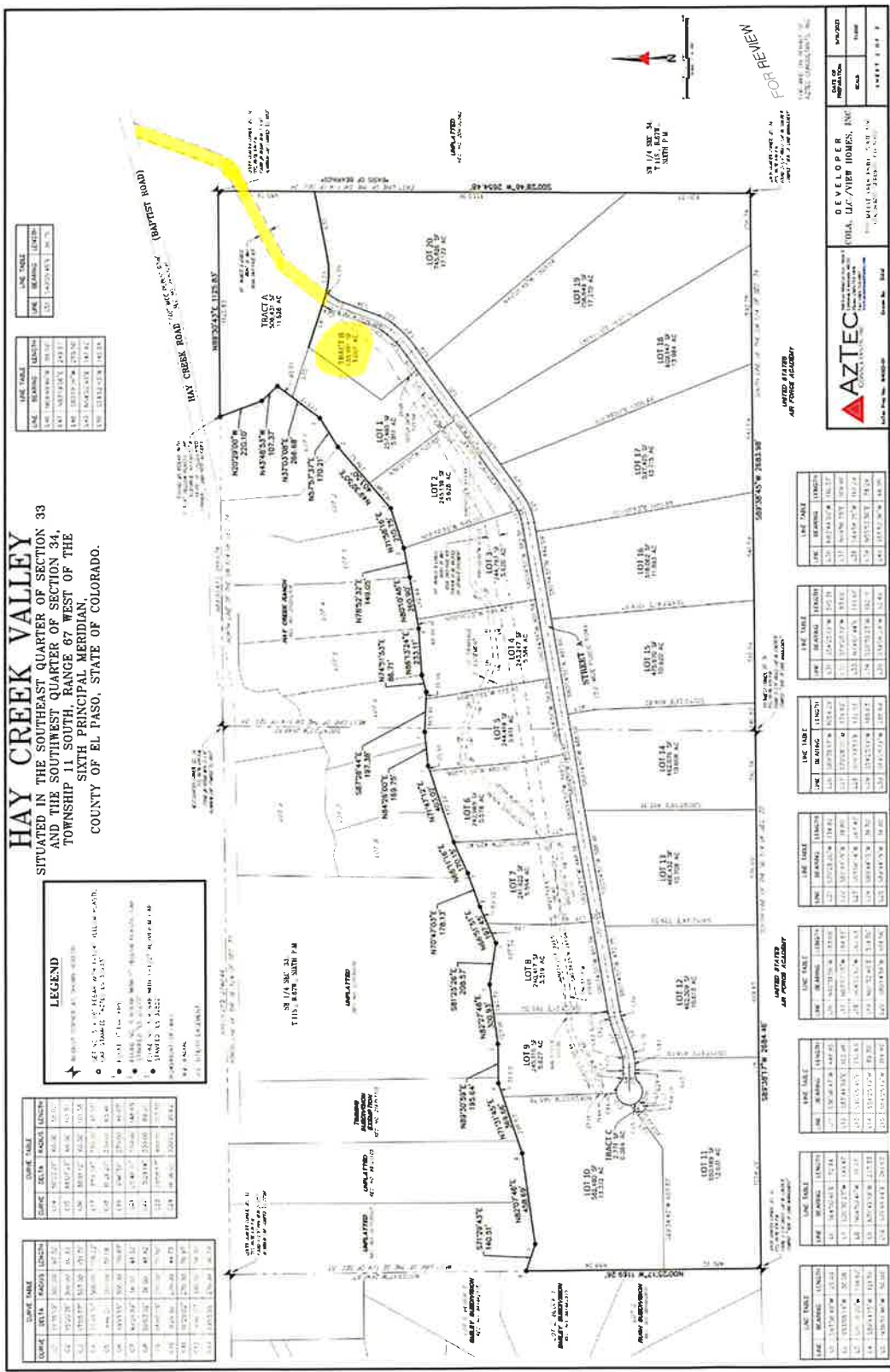
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 33
AND THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 11 SOUTH, RANGE 87 WEST OF THE
SIXTH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO.

LINE TABLE	LINE NUMBER
LINE 1	10101
LINE 2	10102
LINE 3	10103
LINE 4	10104
LINE 5	10105
LINE 6	10106
LINE 7	10107
LINE 8	10108
LINE 9	10109
LINE 10	10110
LINE 11	10111
LINE 12	10112
LINE 13	10113
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LINE 93	10193
LINE 94	10194
LINE 95	10195
LINE 96	10196
LINE 97	10197
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LINE 99	10199
LINE 100	10200

LEGEND

- 40' WIDE TRAIL
- 40' WIDE TRAIL WITH 4' SIDEWALK
- 40' WIDE TRAIL WITH 4' SIDEWALK AND 4' BIWAY
- 40' WIDE TRAIL WITH 4' SIDEWALK AND 4' BIWAY AND 4' BIWAY
- 40' WIDE TRAIL WITH 4' SIDEWALK AND 4' BIWAY AND 4' BIWAY AND 4' BIWAY

DATE	DEVELOPER	REVISION	DESCRIPTION
07/15/10	AVI	01	PRELIMINARY
08/10/10	AVI	02	REVISION
09/15/10	AVI	03	REVISION
10/20/10	AVI	04	REVISION
11/10/10	AVI	05	REVISION
12/15/10	AVI	06	REVISION
01/20/11	AVI	07	REVISION
02/10/11	AVI	08	REVISION
03/15/11	AVI	09	REVISION
04/20/11	AVI	10	REVISION
05/10/11	AVI	11	REVISION
06/15/11	AVI	12	REVISION
07/20/11	AVI	13	REVISION
08/10/11	AVI	14	REVISION
09/15/11	AVI	15	REVISION
10/20/11	AVI	16	REVISION
11/10/11	AVI	17	REVISION
12/15/11	AVI	18	REVISION
01/20/12	AVI	19	REVISION
02/10/12	AVI	20	REVISION
03/15/12	AVI	21	REVISION
04/20/12	AVI	22	REVISION
05/10/12	AVI	23	REVISION
06/15/12	AVI	24	REVISION
07/20/12	AVI	25	REVISION
08/10/12	AVI	26	REVISION
09/15/12	AVI	27	REVISION
10/20/12	AVI	28	REVISION
11/10/12	AVI	29	REVISION
12/15/12	AVI	30	REVISION

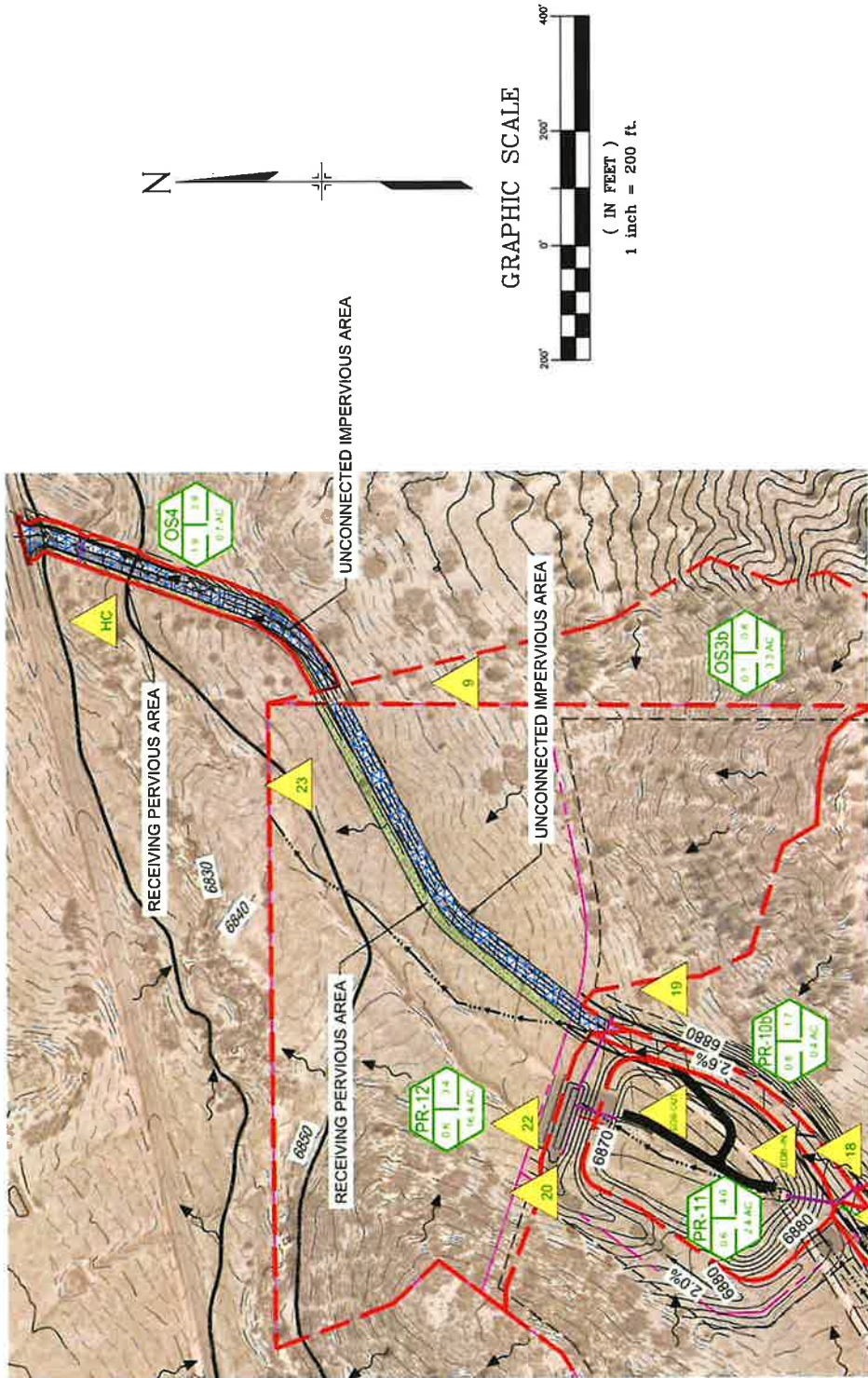


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(Image is an excerpt from the Hay Creek Valley Final Drainage Report Dated Jan. 2024)