

HIGBY ROAD IMPROVEMENTS FINANCING AGREEMENT

This Higby Road Improvements Financing Agreement ("Agreement") is entered into effective as of the 9th day of May, 2022 (the "Effective Date"), by and between the Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview" or the "District"), and Sylvan Vista, Inc., a Colorado corporation ("Sylvan" or "Property Owner").

RECITALS

WHEREAS, the District is a Title 32 metropolitan district organized and existing pursuant to Colorado laws; and,

WHEREAS, Sylvan has worked towards the completion of the residential development of certain property located just to the north of the District's current service area, adjacent to and utilizing/impacting Higby Road, as depicted on **Exhibit A** attached hereto ("Sylvan Property"); and,

WHEREAS, the District, in cooperation with the Town of Monument, and El Paso County, has recently included within the District's service area that portion of road known as "Higby Road" between the intersection with Jackson Creek Parkway on the west, and the easterly most right of way line of the intersection of Higby Road and just to the west of the intersection of Higby Road with Colonial Park Drive. The Order of Inclusion with its exhibits is attached hereto as **Exhibit B**. This portion of Higby Road has likewise been annexed into the Town of Monument and pursuant to existing Intergovernmental Agreements between the Town and Triview, Triview is responsible for maintenance and repair of Higby Road.

WHEREAS, Sylvan, while not included within the District nor annexed to the Town of Monument, as part of their El Paso County Planning process committed to the funding of certain improvements to Higby Road, such commitments occurring prior to the inclusion of Higby Road into the District. Sylvan desires to fund the District's enhancements to Higby Road to comply with such commitments, and to ensure that improvements anticipated by Sylvan in advance of the District's inclusion of Higby Road can be completed in concert and in a manner consistent with the District's Higby Road improvements now anticipated (the District's "Higby Improvements"); and,

WHEREAS, such Higby Improvements are necessary such that the District may provide an acceptable level of roadway service to its citizens, and such Higby Improvements will likewise benefit the owners on the Sylvan Property, for provision of public safety; and,

WHEREAS, the District is authorized to assess and recover the fees and costs of providing facilities necessary to provide service to new areas within and without its boundaries against the property benefited by such facilities, consistent with District

Resolution No. 03-2014, as may be amended; and,

WHEREAS, through this Agreement, the Parties agree and acknowledge the funding requirements to be advanced to the District by Sylvan, being Sylvan's commitment to the Higby Improvements previously made to El Paso county, and reasonably associated with the Sylvan Property, and Sylvan agrees to and acknowledges the District's authority to oversee and coordinate the engineering, design, permitting and construction efforts of the Higby Improvements on behalf its residents, and on behalf of Sylvan, and agrees to the District's use of the funds advanced, as provided herein.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Purpose. The purpose of this Agreement is to (a) identify the allocable share of costs of the Higby Improvements for Sylvan; and, (b) identify the advanced funding required from Sylvan for such Higby Improvements, so that the District may efficiently and economically engineer, design, permit and construct the Higby Improvements.

2. Higby Improvements Project. The Higby Improvements project which is the subject of this Agreement includes various expansions, roundabouts, traffic controls and associated infrastructure and related improvements. Funding shall be advanced by Sylvan in the amount of \$70,000.00, which amount shall represent the entirety of Sylvan's obligations concerning improvements to Higby Road. The District in its sole and complete discretion may opt to advance the funds for construction of all or a portion of the Higby Improvements, and further has and may enter into separate Improvements Financing Agreements with other parties and landowners, though the terms and conditions of such 3rd party agreements shall have no effect upon this Agreement, nor create additional obligations or liabilities for Sylvan. The Higby Improvements are and shall be owned, operated and maintained by the District.

3. Description of the Benefitted Property and Project Scope.

3.1 Description of Benefitted Property. The Property directly benefited by the Higby Improvements is the Sylvan Property, also known as the "Grandwood Ranch" development, along with other properties south of Higby Road, included within the District and owned by 3rd parties. The Sylvan Property and a general location of the Higby Improvements are depicted on the **Exhibit A** map.

3.2 Engineering, Design, Construction and Funding of Higby Improvements. Completion of the engineering, design, permitting and construction of the Higby Improvements is the responsibility of the District. Sylvan shall advance funding for its allocation of the project costs, and by separate agreements it is anticipated that the

owners of other properties benefitted by the Higby Improvements will similarly fund the allocations associated therewith.

3.3 Dedication and Acceptance of Road Improvements. Sylvan agrees and acknowledges that though partially funded by Sylvan, all components and phases of Higby Improvements are and shall be dedicated to and accepted by the District in accordance with the procedures provided in the District's Rules and Regulations, specifically Resolution 03-2014. While the above described portion of Higby Road is owned by the Town of Monument, Triview remains responsible for improvement, repair and maintenance thereof.

3.4 Construction Costs. The costs of construction, as estimated by the District, include all reasonably anticipated design, construction and engineering fees, inspection fees, the actual and direct costs of construction including labor and material pursuant to construction contracts anticipated to be incurred for the Higby Improvements project as defined herein (the "Construction Costs"). The Construction Costs are continuing to be estimated and refined, but the District and Sylvan by this agreement agree and acknowledge that the \$70,000.00 to be contributed by Sylvan, and utilized by the District for funding portions of the Higby Improvements, is a fair estimate and representation of Sylvan's allocation of such improvements, and shall be sufficient to fund the District's construction of the Higby Improvements specifically benefitting the Sylvan Property.

3.4.1 Advanced Funding/Escrow. Triview herein acknowledges receipt of Seventy Thousand Dollars and Zero Cents (\$70,000.00) in full satisfaction of Sylvan's funding obligation under this Agreement ("Sylvan Allocation"). The Sylvan Allocation shall include all allocable design costs for the Higby Improvements. Sylvan shall advance the Sylvan Allocation contemporaneously with the full execution of this Agreement, and shall have no further financial obligation for the Higby Improvements thereafter. The District shall deposit such advanced funds in a restricted interest bearing account ("Escrow Account") for the purpose of funding the Higby Improvements.

3.4.2 The District shall be responsible for obtaining funding for the remaining balance of the Higby Improvements project costs, either through separate agreements with the owners of benefitted properties, or as advanced by the District. In no event shall any delay in obtaining an agreement with the owners of the other benefitted properties, or any failure of such owners to perform under such agreement, prevent or delay the District from timely completion of the Higby Improvements.

3.5 Reimbursement Rights. Following completion of the Higby Improvements by the District, the District may recover Construction Costs funded in advance by means described in the District's existing or amended policies and resolutions, except that no such Construction Costs may be recovered from Sylvan, or any current or future owner of the Sylvan Property, beyond the amount of the cumulative Sylvan Allocation, as funded in accordance with the provisions of this

Agreement.

4. Limitations.

4.1 Limitation of Applicability. This Agreement is solely between the named parties. This Agreement is not to be deemed to be for the benefit of any third party or property, though the Parties acknowledge that Higby Road is a public thoroughfare. Sylvan, in relation to the Sylvan Property, and the District, are the intended primary beneficiaries under this Agreement.

4.2 Limitations of Liability. No liability shall attach to the District under this Agreement due to any failure beyond the control of the District. The District shall have a direct right of action against Sylvan for failing to timely advance funds as provided herein, including reasonable attorney's fees and costs incurred in obtaining such payment, should the District elect to advance funds for timely completion of the Higby Improvements in Sylvan's stead.

5. Assignment. Sylvan may assign this Agreement or certain rights and obligations hereunder to a successor in interest to all or a portion of the Sylvan Property with the prior written consent of the District, which consent shall not be unreasonably withheld.

6. Notices. Any notice or other communication required or permitted by this Agreement or by law to be served on, given to or delivered to Sylvan or the District shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the U.S. mail, first-class, postage prepaid, addressed to:

District: Triview Metropolitan District
16055 Old Forest Point, Ste. 300
Monument, CO 80132
Attn: District Manager

Sylvan: Sylvan Vista, Inc.
14160 Gleneagle Drive
Colorado Springs, CO 80921
Attn: Ed Houle

7. Integration and Amendment. This Agreement and any and all Exhibits appended hereto at the time of execution of this Agreement constitute the entire, integrated agreement of the parties. Only an instrument in writing signed by all parties may amend this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

8. Governing Law. The laws of the State of Colorado shall govern this Agreement, and venue shall be proper in the District Court for El Paso County, Colorado.

9. Enforcement. The parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance of damages, or such other legal or equitable relief as may be available subject to the provisions of the statutes of the State of Colorado.

10. Binding Effect. This Agreement shall accrue to the benefit of, and be binding upon, the parties and their respective legal representatives, successors and assigns; provided, however, that nothing in this section shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this Agreement.

11. Other Provisions.

11.1 Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.2 Property Owner Representations. Sylvan hereby represents and warrants to and for the benefit of the District that it has the full power and legal authority to enter into this Agreement, and it has taken or performed all requisite acts or actions that may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform its obligations under this Agreement, including by affiliate or related entities as may (or may not) be specifically identified in the recitals above.

This Improvements Financing Agreement is executed as of the date and year set forth above.

(remainder of page intentionally blank - signature page follows)

TRIVIEW METROPOLITAN DISTRICT

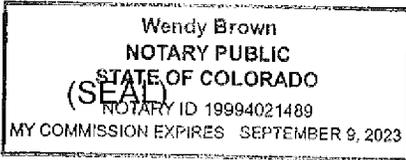
James McGrady
By: James McGrady, District Manager

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

The foregoing instrument was acknowledged before me this 9th day of May, 2022, by James McGrady, as District Manager of Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

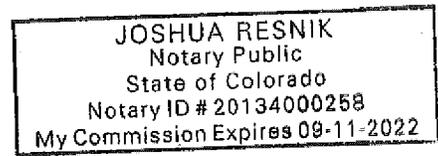
My Commission Expires: 9-9-2023



Wendy Brown
Notary Public

SYLVAN VISTA, INC.

[Signature]
By: Daniel D. Rivers, President



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

The foregoing instrument was acknowledged before me this 9th day of May, 2022, by Daniel D. Rivers, as President of Sylvan Vista, Inc., a Colorado corporation.

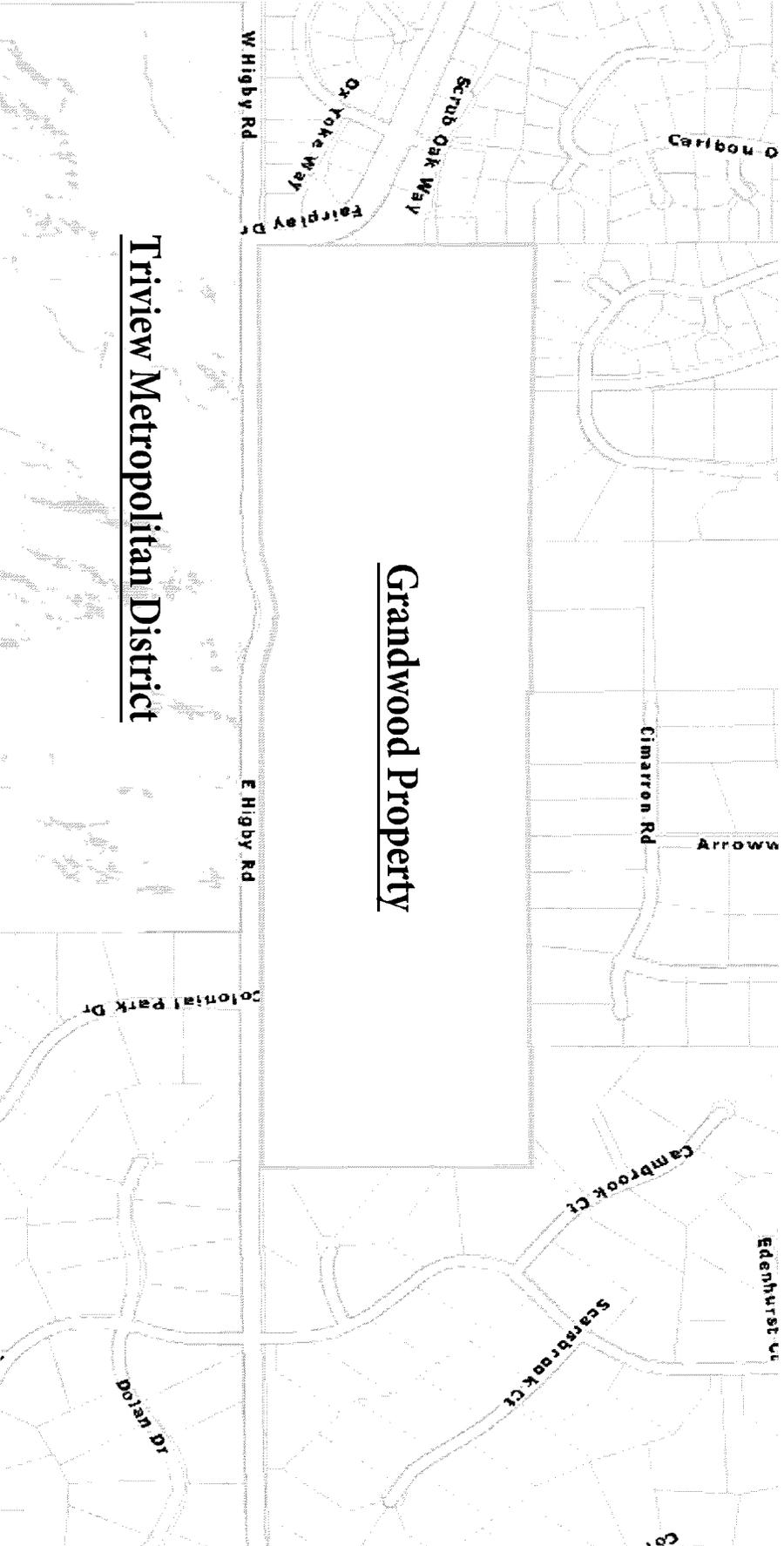
Witness my hand and official seal.

My Commission Expires: 9/11/22

(SEAL)

[Signature]
Notary Public

EXHIBIT A



222061327
PGS 17

5/2/2022 2:57 PM
\$93.00 DF \$0.00

Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

DISTRICT COURT, EL PASO COUNTY, COLORADO	
Court Address: 270 S. TEJON, COLORADO SPRINGS, CO, 80903	
In the Matter of: TRIVIEW MET DISTRICT et al.	DATE FILED: April 22, 2022 8:28 AM CASE NUMBER: 1985CV893
	△ COURT USE ONLY △
	Case Number: 1985CV893 Division: 14 Courtroom:
Order:Order for Inclusion	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 4/22/2022



MARLA R PRUDEK
District Court Judge

EXHIBIT B to Triview/Grandwood
Higby Road Financing Agreement

<p>DISTRICT COURT, EL PASO COUNTY, STATE OF COLORADO Court Address: 20 E. Vermijo Ave. Colorado Springs, CO 80903 Phone Number: (719) 448-7700</p> <hr/> <p>IN THE MATTER OF THE ORGANIZATION OF:</p> <p>TRIVIEW METROPOLITAN DISTRICT</p>	<hr/> <p>▲ COURT USE ONLY ▲</p> <p>Case No: 85CV0893</p>
<p>ORDER FOR INCLUSION</p>	

THIS COURT, having reviewed the District Petition for Inclusion dated April 20, 2022, filed with this Court by the Triview Metropolitan District requesting that additional property be included within the boundaries of the Triview Metropolitan District, and having reviewed the attachments filed with said Petition and being fully advised, makes the following FINDINGS OF FACT and ORDERS:

1. The Petition for Inclusion by the Town of Monument (“Monument’s Petition for Inclusion”) presented to the Board of Directors of Triview Metropolitan District was properly executed, acknowledged and consented to, by the record owner of a one-hundred percent interest in the **Exhibit A** real property which is the subject matter of the Inclusion Agreement. Said Monument’s Petition for Inclusion conformed in all respects to the requirements of C.R.S. §32-1-401(1)(a).

2. Proper notice of the filing of Monument’s Petition for Inclusion was given and published as provided by C.R.S. §32-1-401 and C.R.S. §32-1-103(15). Said notice set forth the matters related to the filing of Monument’s Petition for Inclusion, the name and address of the petitioning party, the legal description of the affected real property, and provided the time, date and place of the public hearing to be held on the merits of Monument’s Petition for Inclusion.

3. The Town of Monument has entered into an Inclusion Agreement with the Triview Metropolitan District, presented to this Court as **Exhibit G** to the District Petition for Inclusion.

4. A preliminary hearing on Monument’s Petition for Inclusion was held on November 15, 2021, and the Inclusion Agreement approved and entered by the parties on that date.

5. Pursuant to the filing of Monument’s Petition for Inclusion and said notice, a hearing was held at the special meeting of the Board of Directors of the Triview Metropolitan District on November 18, 2021, and no objections were received opposing

said Monument's Petition for Inclusion

6. At the November 18, 2021 meeting, the Board of Directors adopted and ratified a proper Resolution approving the inclusion of Monument's Petition for Inclusion, conditional upon the terms and conditions of the Inclusion Agreement dated May 6, 2011 entered into and approved by the District and the Town of Monument.

7. All of the statutory requirements for approval of Monument's Petition for Inclusion and the inclusion of the Subject Property within the District have been complied with. The matters set forth in the District's Petition for Inclusion are true.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

8. The Subject Property described as approximately 21.44 acres of public right-of-way known as Higby Road, more particularly described in **Exhibit A**, is expressly incorporated and included within the boundaries of the Triview Metropolitan District, subject to and bound by (1) the existing and future rules, regulations and policies of the Triview Metropolitan District; and, (2) all of the rights, liabilities and obligations of all other lands included within said Triview Metropolitan District. This inclusion is subject to all terms and conditions of the District's Resolutions approving Monument's Petition for Inclusion and approving the Inclusion Agreement, and the terms and conditions of the Inclusion Agreement dated November 15, 2021.

9. All of the acts of the Board of Directors of the Triview Metropolitan District related to Monument's Petition for Inclusion and the District Petition for Inclusion are hereby ratified and confirmed.

10. Nothing contained herein shall impair or affect the original organization of the Triview Metropolitan District and subsequent inclusions, except for the effect of the inclusion on the Subject Property described in the attached Exhibit A.

DATED this ___ day of _____, 2022.

BY THE COURT:

District Court Judge

EXHIBIT A

LEGAL DESCRIPTION:

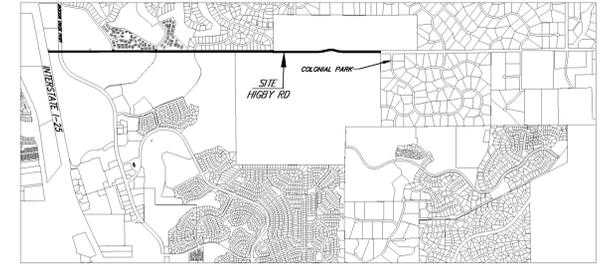
A TRACT OF LAND LOCATED IN PORTIONS OF SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 66 WEST & SECTIONS 23 & 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BASIS OF BEARING: FOR THIS DESCRIPTION BEING S 89°50'29" E, A DISTANCE OF 5315.33' FROM THE EAST CORNER OF SAID SECTION 23 AND THE FOR THIS DESCRIPTION BEING S 89°50'29" E, A DISTANCE OF 5315.33' FROM THE EAST CORNER OF SAID SECTION 23 AND THE 14 CORNER OF SAID SECTION 23 AND THE EAST CORNER OF SAID SECTION 24, AS CALCULATED FROM FOUND WITNESS CORNERS FOR SAID EAST CORNER OF SECTION 23 AND THE EAST 14 CORNER OF SAID SECTION 24, AS CALCULATED FROM FOUND WITNESS CORNERS FOR SAID EAST CORNER OF SECTION 23 AND THE EAST 14 CORNER OF SECTION 23 AND THE EAST 14 CORNER OF SAID 24, WITH ALL OTHER BEARINGS AND DISTANCE'S BEING RELATIVE THERETO. BEGINNING AT A FOUND 30' WITNESS CORNER MARKING THE EAST CORNER OF SAID SECTION 23, SAID WITNESS CORNER ALSO BEING A POINT ON THE 14 CORNER OF SAID SECTION 23, SAID WITNESS CORNER ALSO BEING A POINT ON THE SOUTH R.O.W. OF HIGBY ROAD THENCE ALONG SAID R.O.W. N 89°54'55" W, A DISTANCE OF 2659.02' TO A 30' WITNESS CORNER MARKING THE CENTER 14 CORNER OF SAID SECTION 23; THENCE N 00°35'16" W, A DISTANCE OF 70.00' TO THE SOUTHWEST CORNER OF WOODMOOR PLACER AS RECORDED IN RECEPTION NO. 869701 OF THE RECORDS OF SAID EL PASO COUNTY, SAID POINT FURTHERMORE BEING A POINT ON THE NORTHERLY R.O.W. OF SAID HIGBY ROAD; THENCE ALONG SAID NORTHERLY R.O.W. AND SOUTHERLY LINE OF SAID WOODMOOR PLACER S 89°54'55" E, A DISTANCE OF 2300.25' TO A POINT OF INTERSECTION WITH THE WESTERLY R.O.W. LINE OF BOWSTRING ROAD; THENCE ALONG SAID WESTERLY R.O.W. LINE ON A CURVE TO THE LEFT HAVING BEARING OF N 02°25'51" W, A CHORD LENGTH OF 39.99', A RADIUS OF 697.90', A DELTA ANGLE OF 03°17'02" AND AN ARC LENGTH OF 40.00'; THENCE S 89°55'20" E, A DISTANCE OF 60.16' TO A POINT ON THE EASTERLY R.O.W. OF SAID BOWSTRING ROAD; THENCE ALONG SAID EASTERLY R.O.W. ON A CURVE WHOSE CHORD BEARING IS S 02°12'53" W, A CHORD DISTANCE OF 39.99', A RADIUS OF 697.90', A DELTA ANGLE OF 03°17'02", AN ARC DISTANCE OF 40.00' TO A POINT ON THE NORTHERLY R.O.W. OF SAID HIGBY ROAD; THENCE ALONG SAID NORTHERLY R.O.W. S 89°54'55" E, A DISTANCE OF 306.87' TO THE SOUTHEAST CORNER OF LOT 12 OF SAID WOODMOOR PLACER, SAID POINT FURTHERMORE BEING THE SOUTHWEST CORNER OF WALTER'S COMMONS FILING NO. 1, RECEPTION NO. 205086620; THENCE ALONG THE SOUTHERLY LINE OF SAID WOODMOOR PLACER AND WALTER'S COMMON FILING NO.1 S 89°50'29" E, A DISTANCE OF 1138.10' TO A POINT OF INTERSECTION WITH THE WESTERLY R.O.W. OF CLOVERLEAF ROAD, THENCE ALONG SAID WESTERLY R.O.W. ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N 05°20'11" E, A CHORD DISTANCE OF 39.99'; A RADIUS OF 310.00', A DELTA ANGLE OF 07°23'28" AN ARC DISTANCE OF 39.99'; THENCE S 89°44'40" E, A DISTANCE OF 60.89' TO A PONT ON THE EASTERLY R.O.W. OF SAID CLOVERLEAF ROAD, ;THENCE ALONG SAID EASTERLY R.O.W. ON A CURVE WHOSE CHORD BEARING IS S 06°34'40" W, A CHORD DISTANCE OF 39.96;, A RADIUS OF 250.00', A DELTA ANGLE OF 09°10'02" AN ARC DISTANCE OF 40.00' TO A POINT OF INTERSECTION WITH THE NORTHERLY R.O.W. OF SAID HIGBY ROAD; THENCE ALONG SAID NORTHERLY R.O.W. OF HIGBY ROAD S89°50'29" E; A DISTANCE OF 1074.89' TO THE SOUTHWEST CORNER OF WOODMOOR GREENS AS RECORDED IN RECEPTION NO. 863562; THENCE ALONG THE SOUTHERLY LINE OF SAID WOODMOOR GREENS S89°50'29" E, A DISTANCE OF 513.09' TO THE SOUTHEAST CORNER THEREOF SAID POINT FURTHERMORE BEING THE SOUTHWEST CORNER OF WOODMOOR SUMMIT AS RECORDED IN RECEPTION NO. 856983; THENCE ALONG THE SOUTHERLY LINE OF SAID WOODMOOR SUMMIT S 89°50'29" E, A DISTANCE OF 2520.35' TO THE SOUTHEAST CORNER THEREOF; THENCE S 01°23'55" E, A DISTANCE OF 10.00' TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AS RECORDED IN

RECEPTION NO. 205092635, THENCE S 89°56'32" E, A DISTANCE OF 1608.87' TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 778.77', A DELTA ANGLE OF 12°01'43", A CHORD BEARING OF N 83°47'19" E, A CHORD DISTANCE OF 163.19', AN ARC LENGTH OF 163.49' TO THE POINT OF TANGENT; THENCE N 77°40'15" E, A DISTANCE OF 212.20' TO A POINT OF CURVE TO RIGHT HAVING A RADIUS OF 381.64', A DELTA ANGLE OF 30°47'23", A CHORD BEARING OF S 86°30'54" E, A CHORD DISTANCE OF 202.63', AN ARC LENGTH OF 205.09' TO THE POINT OF TANGENT; THENCE S 75°12'48" E, A DISTANCE OF 91.29' TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 934.32', A DELTA ANGLE OF 12°07'08", A CHORD BEARING OF S 81°46'38" E, A CHORD DISTANCE OF 197.25', AN ARC LENGTH OF 197.62' TO THE POINT OF TANGENT; THENCE S 89°56'37" E ALONG SAID NORTHERLY R.O.W., A DISTANCE OF 1359.12' THENCE S 00°33'24" E, A DISTANCE OF 60.00' TO A POINT ON THE SOUTHERLY R.O.W. OF HIGBY ROAD, THENCE ALONG SAID SOUTHERLY R.O.W. N 89°56'37"E, A DISTANCE OF 1359.92' TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN RECEPTION NO. 205092635 ;THENCE CONTINUE ON SAID SOUTH R.O.W. OF HIGBY ROAD AND THE NORTHERLY LINE OF SAID TRACT OF LAND AS RECORDED IN RECEPTION NO. 218900012; N 89°56'32" W, A DISTANCE OF 2463.82' TO THE NORTHWESTERLY CORNER OF SAID TRACT OF LAND IN RECEPTION NO. 218900012 SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF A TRACT OF LAND AS DESCRIBED IN RECEPTION NO. 98900070; THENCE CONTINUE ALONG SAID R.O.W. AND SAID NORTHERLY LINE OF SAID TRACT AS RECORDED IN RECEPTION NO. 98900070, N 89°50'29" W, A DISTANCE OF 2637.46' TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 24; THENCE CONTINUE ALONG SAID R.O.W. AND NORTHERLY LINE AS RECORDED IN RECEPTION NO. 98900070 N 89°50'29" W, A DISTANCE OF 2676.74' TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 21.442 ACRES MORE OR LESS.

HIGBY ROAD ANNEXATION MAP

A TRACT OF LAND LOCATED IN SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 66 WEST & SECTIONS 23 & 24 TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PORTIONS OF SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 66 WEST & SECTIONS 23 & 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: FOR THIS DESCRIPTION BEING S 89°50'29" E, A DISTANCE OF 5315.33' FROM THE EAST 1/4 CORNER OF SAID SECTION 23 AND THE EAST 1/4 CORNER OF SAID SECTION 24, AS CALCULATED FROM FOUND WITNESS CORNERS FOR SAID EAST 1/4 CORNER OF SECTION 23 AND THE EAST 1/4 CORNER OF SAID 24, WITH ALL OTHER BEARINGS AND DISTANCES BEING RELATIVE THERETO.

BEGINNING AT A FOUND 30' WITNESS CORNER MARKING THE EAST 1/4 CORNER OF SAID SECTION 23, SAID WITNESS CORNER ALSO BEING A POINT ON THE SOUTH R.O.W. OF HIGBY ROAD THENCE ALONG SAID R.O.W. N 89°54'55" W, A DISTANCE OF 2659.02' TO A 30' WITNESS CORNER MARKING THE CENTER 1/2 CORNER OF SAID SECTION 23; THENCE N 00°35'16" W, A DISTANCE OF 70.00' TO THE SOUTHWEST CORNER OF WOODMOOR PLACER AS RECORDED IN RECEPTION NO. 869701 OF THE RECORDS OF SAID EL PASO COUNTY, SAID POINT FURTHERMORE BEING A POINT ON THE NORTHERLY R.O.W. OF SAID HIGBY ROAD; THENCE ALONG SAID NORTHERLY R.O.W. AND SOUTHERLY LINE OF SAID WOODMOOR PLACER S 89°54'55" E, A DISTANCE OF 2300.25' TO A POINT OF INTERSECTION WITH THE WESTERLY R.O.W. LINE OF BOWSTRING ROAD; THENCE ALONG SAID WESTERLY R.O.W. LINE ON A CURVE TO THE LEFT HAVING BEARING OF N 02°25'51" W, A CHORD LENGTH OF 39.99', A RADIUS OF 697.90', A DELTA ANGLE OF 031°7'02" AND AN ARC LENGTH OF 40.00'; THENCE S 89°55'20" E, A DISTANCE OF 60.16' TO A POINT ON THE EASTERLY R.O.W. OF SAID BOWSTRING ROAD; THENCE ALONG SAID EASTERLY R.O.W. ON A CURVE WHOSE CHORD BEARING IS S 02°12'53" W, A CHORD DISTANCE OF 39.99', A RADIUS OF 697.90', A DELTA ANGLE OF 031°7'02", AN ARC DISTANCE OF 40.00' TO A POINT ON THE NORTHERLY R.O.W. OF SAID HIGBY ROAD; THENCE ALONG SAID NORTHERLY R.O.W. S 89°54'55" E, A DISTANCE OF 306.87' TO THE SOUTHEAST CORNER OF LOT 12 OF SAID WOODMOOR PLACER, SAID POINT FURTHERMORE BEING THE SOUTHWEST CORNER OF WALTER'S COMMONS FILING NO. 1, RECEPTION NO. 205086620; THENCE ALONG THE SOUTHERLY LINE OF SAID WOODMOOR PLACER AND WALTER'S COMMON FILING NO. 1 S 89°50'29" E, A DISTANCE OF 1138.10' TO A POINT OF INTERSECTION WITH THE WESTERLY R.O.W. OF CLOVERLEAF ROAD, THENCE ALONG SAID WESTERLY R.O.W. ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N 05°20'11" E, A CHORD DISTANCE OF 39.99', A RADIUS OF 310.00', A DELTA ANGLE OF 072°3'28" AN ARC DISTANCE OF 39.99'; THENCE S 89°44'40" E, A DISTANCE OF 60.89' TO A POINT ON THE EASTERLY R.O.W. OF SAID CLOVERLEAF ROAD; THENCE ALONG SAID EASTERLY R.O.W. ON A CURVE WHOSE CHORD BEARING IS S 06°34'40" W, A CHORD DISTANCE OF 39.96', A RADIUS OF 250.00', A DELTA ANGLE OF 091°0'02" AN ARC DISTANCE OF 40.00' TO A POINT OF INTERSECTION WITH THE NORTHERLY R.O.W. OF SAID HIGBY ROAD; THENCE ALONG SAID NORTHERLY R.O.W. OF HIGBY ROAD S89°50'29" E; A DISTANCE OF 1074.89' TO THE SOUTHWEST CORNER OF WOODMOOR GREENS AS RECORDED IN RECEPTION NO. 863562; THENCE ALONG THE SOUTHERLY LINE OF SAID WOODMOOR GREENS S 89°50'29" E, A DISTANCE OF 513.09' TO THE SOUTHEAST CORNER THEREOF SAID POINT FURTHERMORE BEING THE SOUTHWEST CORNER OF WOODMOOR SUMMIT AS RECORDED IN RECEPTION NO. 856983; THENCE ALONG THE SOUTHERLY LINE OF SAID WOODMOOR SUMMIT S 89°50'29" E, A DISTANCE OF 2520.35' TO THE SOUTHEAST CORNER THEREOF; THENCE S 01°23'35" E, A DISTANCE OF 10.00' TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AS RECORDED IN RECEPTION NO. 205092635; THENCE S 89°56'32" E, A DISTANCE OF 1608.87' TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 778.77', A DELTA ANGLE OF 120°1'43", A CHORD BEARING OF N 83°47'19" E, A CHORD DISTANCE OF 163.19', AN ARC LENGTH OF 163.49' TO THE POINT OF TANGENT; THENCE N 77°40'16" E, A DISTANCE OF 212.20' TO A POINT OF CURVE TO RIGHT HAVING A RADIUS OF 381.64', A DELTA ANGLE OF 30°47'23", A CHORD BEARING OF S 86°30'54" E, A CHORD DISTANCE OF 202.63', AN ARC LENGTH OF 205.09' TO THE POINT OF TANGENT; THENCE S 75°12'48" E, A DISTANCE OF 91.29' TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 934.32', A DELTA ANGLE OF 120°7'08", A CHORD BEARING OF S 87°46'38" E, A CHORD DISTANCE OF 197.25', AN ARC LENGTH OF 197.62' TO THE POINT OF TANGENT; THENCE S 89°56'37" E ALONG SAID NORTHERLY R.O.W. A DISTANCE OF 1359.12' THENCE S 00°33'24" E, A DISTANCE OF 60.00' TO A POINT ON THE SOUTHERLY R.O.W. OF HIGBY ROAD; THENCE ALONG SAID SOUTHERLY R.O.W. N 89°56'37" E, A DISTANCE OF 1359.92' TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN RECEPTION NO. 205092635; THENCE CONTINUE ON SAID SOUTH R.O.W. OF HIGBY ROAD AND THE NORTHERLY LINE OF SAID TRACT OF LAND AS RECORDED IN RECEPTION NO. 218900012, N 89°56'32" W, A DISTANCE OF 2463.82' TO THE NORTHWESTERLY CORNER OF SAID TRACT OF LAND IN RECEPTION NO. 218900012 SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF A TRACT OF LAND AS DESCRIBED IN RECEPTION NO. 98800070; THENCE CONTINUE ALONG SAID R.O.W. AND SAID NORTHERLY LINE OF SAID TRACT AS RECORDED IN RECEPTION NO. 98800070, N 89°50'29" W, A DISTANCE OF 2637.46' TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 24; THENCE CONTINUE ALONG SAID R.O.W. AND NORTHERLY LINE AS RECORDED IN RECEPTION NO. 98800070 N 89°50'29" W, A DISTANCE OF 2676.74' TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 21.442 ACRES MORE OR LESS.

GENERAL NOTES

1. THIS ANNEXATION PLAT DOES NOT REPRESENT A CERTIFIED BOUNDARY SURVEY, BUT RATHER A GRAPHICAL REPRESENTATION OF THE ATTACHED ANNEXATION PLAT AS IT RELATES TO THE ADJOINING TRACTS OF LAND AND ALL ROTATED TO MATCH THE BASIS OF BEARING AS SHOWN HEREON.
2. CENTENNIAL LAND SURVEYING WAS NOT PROVIDED WITH A TITLE POLICY FOR THE TRACT OF LAND SHOWN FOR THIS ANNEXATION, BUT WAS PROVIDED WITH PROPERTY INFORMATION BINDERS FROM LAND TITLE GUARANTEE COMPANY OCTOBER 12, 2020.
3. CENTENNIAL LAND SURVEY REVISED THIS ANNEXATION MAP BASED UPON THE ABOVE PROPERTY INFORMATION BINDERS, FOUND WITNESS CORNER MONUMENTS TO ALIQUOT CORNERS AND FOUND PROPERTY PINS FOR THE REVISED LIMITS OF THE EASTERLY BOUNDARY REQUESTED BY THE CLIENT.

DO HEREBY REQUEST ANNEXATION TO THE TOWN OF MONUMENT ABOVE DESCRIBED BY: _____ AS SIGNED THIS _____ DAY OF _____, 2021.

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2021, APPEARED BEFORE ME _____ WHO FIRST BEING SWORN DULY EXECUTED THE ABOVE DOCUMENT.

NOTARY SIGNATURE _____

MY COMMISSION EXPIRES _____

WATER DEDICATION:

THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF MONUMENT FOR PUBLIC USE ALL WATER AND WATER RIGHTS, BOTH TRIBUTARY AND NON-TRIBUTARY, ARISING UPON FLOWING UPON OR LYING UNDER THE PROPERTY DESCRIBED HEREIN.

BY: _____ AS _____ OF _____

ANNEXATION CALCULATIONS:

TOTAL NET AREA:	21.442 ACRES
TOTAL OUTER PERIMETER:	23628 FEET
CONTIGUOUS OUTER PERIMETER:	11827 FEET
PERCENT CONTIGUITY:	50.1%



NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

PLANNING DEPARTMENT:

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF MONUMENT PLANNING DEPARTMENT THIS _____ DAY OF _____, 20_____.

PLANNING DIRECTOR _____

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO THIS _____ DAY OF _____, 20_____, THIS ANNEXATION PLAT IS APPROVED.

MAYOR DATE

ATTEST: _____
TOWN CLERK DATE

RECORDING:

STATE OF COLORADO

ISS:

COUNTY OF EL PASO

I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M, THIS _____ DAY OF _____, A.D. 20_____, AND DULY RECORDED UNDER RECEPTION NUMBER _____.

CHUCK BROERMAN, RECORDER

BY: _____
DEPUTY

FEE: _____

SURCHARGE: _____

SURVEYOR'S STATEMENT:

I, MICHAEL J. MUIRHEID, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT NO LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA TO BE ANNEXED TO THE TOWN OF MONUMENT, COLORADO WITH THE BOUNDARIES OF THE ADJOINING MUNICIPALITY, AND SAID PLAT ACCURATELY SHOWS THE DESCRIBED PARCEL OF LAND, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL J. MUIRHEID, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 37909
FOR AND ON BEHALF OF CENTENNIAL LAND SURVEYING, LLC

THIS PLAT IS NULL AND VOID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

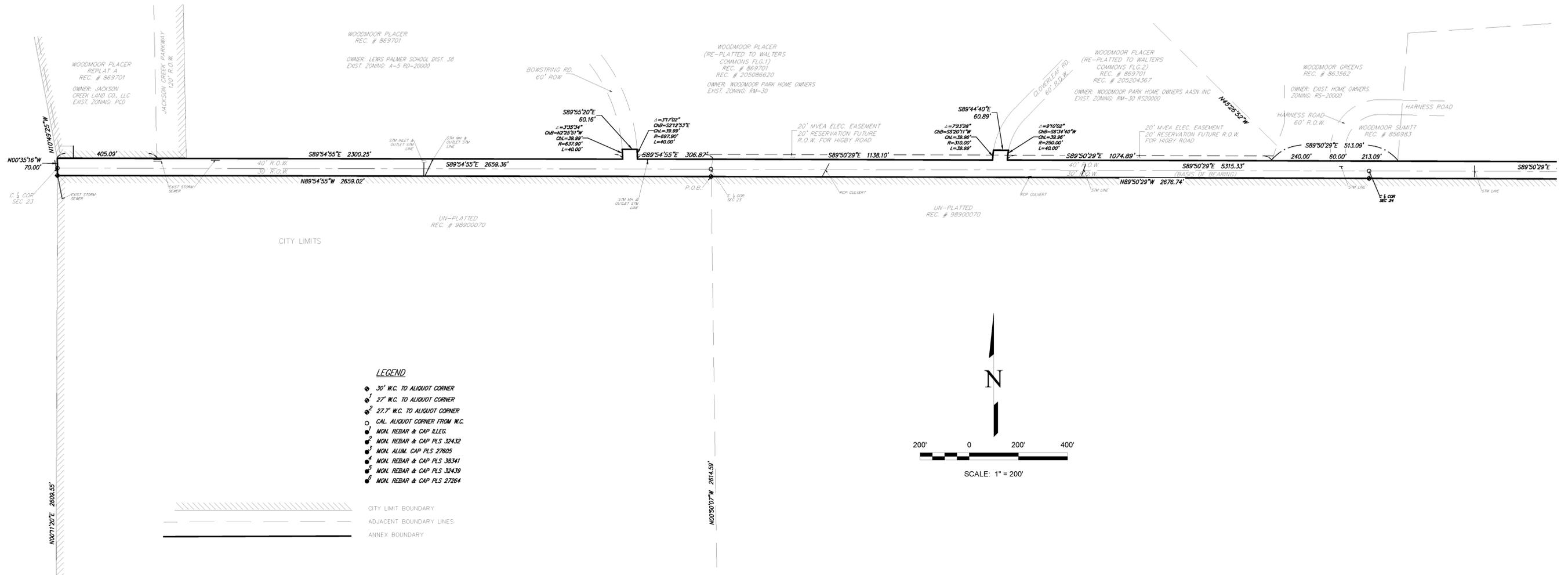


16115 NORTHCLIFF SQ.
ELBERT, CO 80106 (719) 492-6540

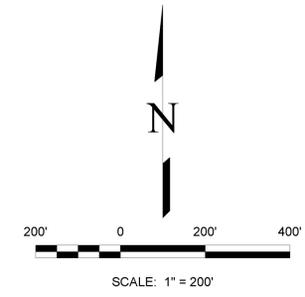
1 OF 4	
REVISIONS	DRAWN: RFM
07/08/2020	CHECKED: MJM
10/26/2020	DATE: 10/26/2020
12/16/2020	JOB NO.: 190614
02/04/21-06/16/21	

HIGBY ROAD ANNEXATION MAP

A TRACT OF LAND LOCATED IN SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 66 WEST & SECTIONS 23 & 24 TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



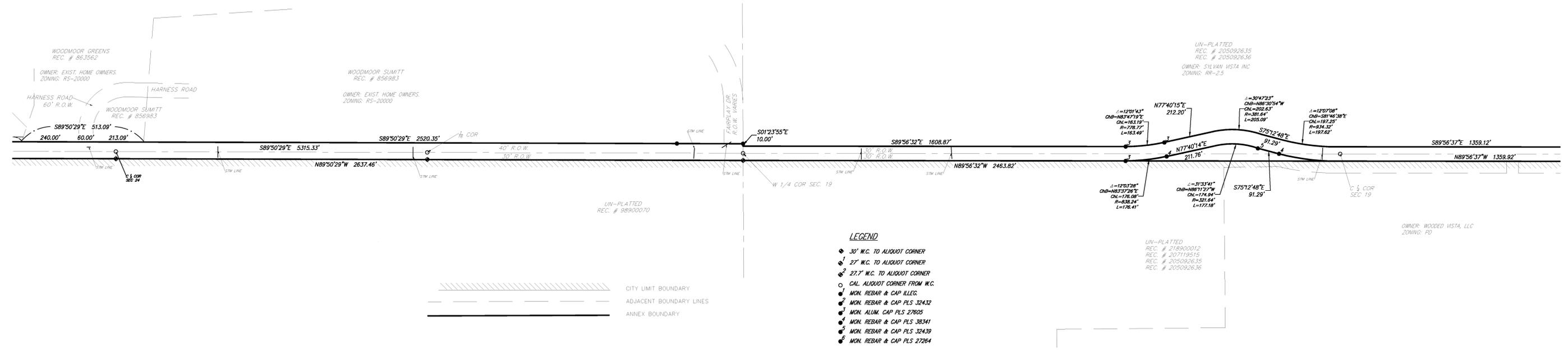
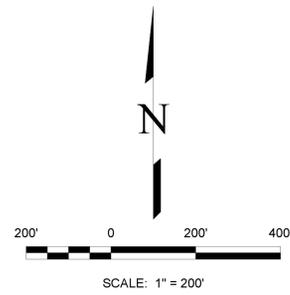
- LEGEND**
- 30' W.C. TO ALIQUOT CORNER
 - ◊ 27' W.C. TO ALIQUOT CORNER
 - ◌ 27.7' W.C. TO ALIQUOT CORNER
 - CAL. ALIQUOT CORNER FROM W.C.
 - MON. REBAR & CAP ALLEG.
 - ◐ MON. REBAR & CAP PLS 32432
 - ◑ MON. ALUM. CAP PLS 27805
 - ◒ MON. REBAR & CAP PLS 38341
 - ◓ MON. REBAR & CAP PLS 32439
 - ◔ MON. REBAR & CAP PLS 27264



REVISIONS	DRAWN: RFM
07/08/2020	CHECKED: MJM
10/26/2020	DATE: 10/26/2020
12/16/2020	JOB No.: 190614
02/04/21-06/10/21	

HIGBY ROAD ANNEXATION MAP

A TRACT OF LAND LOCATED IN SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 66 WEST & SECTIONS 23 & 24 TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



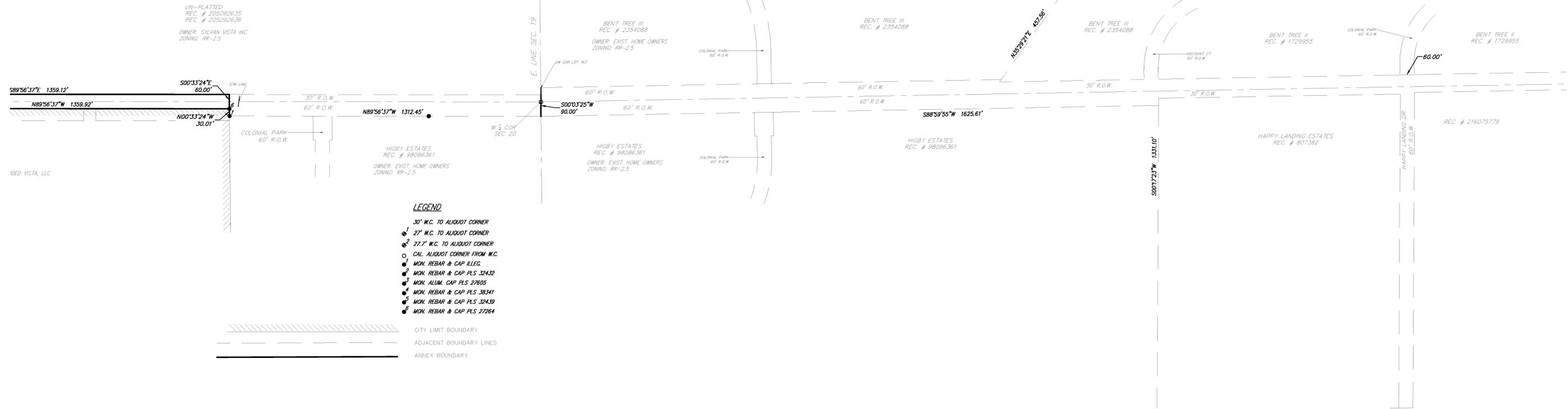
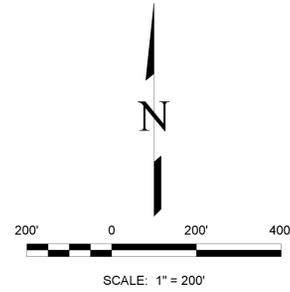
- LEGEND**
- ◆ 30" W.C. TO ALIQUOT CORNER
 - ▲ 27" W.C. TO ALIQUOT CORNER
 - 27.7" W.C. TO ALIQUOT CORNER
 - CAL. ALIQUOT CORNER FROM W.C.
 - MON. REBAR & CAP ILLEG.
 - MON. REBAR & CAP PLS 32432
 - MON. ALUM. CAP PLS 27805
 - MON. REBAR & CAP PLS 36341
 - MON. REBAR & CAP PLS 32439
 - MON. REBAR & CAP PLS 27264

REVISIONS	DRAWN
07/08/2020	RFM
10/26/2020	MJM
12/16/2020	
02/04/21-06/10/21	190614



HIGBY ROAD ANNEXATION MAP

A TRACT OF LAND LOCATED IN SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 66 WEST & SECTIONS 23 & 24 TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



LEGEND

- 30' W.C. TO ALIQUOT CORNER
- 27' W.C. TO ALIQUOT CORNER
- 27.7' W.C. TO ALIQUOT CORNER
- CAL. ALIQUOT CORNER FROM W.C.
- MON. REBAR & CAP ILLEG.
- MON. REBAR & CAP PLS 32432
- MON. ALUM. CAP PLS 27605
- MON. REBAR & CAP PLS 38341
- MON. REBAR & CAP PLS 32439
- MON. REBAR & CAP PLS 27264
- CITY LIMIT BOUNDARY
- ADJACENT BOUNDARY LINES
- ANNEX BOUNDARY

REVISIONS	DRAWN: RFM
07/08/2020	CHECKED: MJM
10/26/2020	DATE: 10/26/2020
12/16/2020	JOB No.: 190614
02/04/21-06/10/21	

**PETITION FOR THE INCLUSION OF REAL PROPERTY
IN THE TRIVIEW METROPOLITAN DISTRICT
(Town of Monument – Higby Road)**

TO: The Board of Directors Triview Metropolitan District
County of El Paso, State of Colorado

COMES NOW the undersigned Petitioner, the Town of Monument, a Colorado statutory town ("Town" or "Petitioner"), and hereby petitions the Triview Metropolitan District by and through its Board of Directors, that the hereinafter described real property be included in said Triview Metropolitan District, and in support of this Petition states and represents as follows:

1. On July 26, 2021, the Board of County Commissioners of El Paso County, Colorado submitted to the Town a Petition for Annexation of the public right-of-way generally known as Higby Road.

2. Higby Road consists of approximately 21.44 acres of public right-of-way. Higby Road extends from the east line of Interstate 25 and continues east to the terminus of the Town's municipal boundary on the south of Higby Road, which is the eastern edge of the Homeplace Ranch development.

3. Through the Town's Board of Trustee's approval of Ord. No. 37-2021 on November 15, 2021, the Town annexed Higby Road. By operation of law, upon annexation, county roads become town streets and, therefore, through its annexation of Higby Road, the Town obtained titular ownership of Higby Road. Attached hereto as Exhibit 1 is a legal description of Higby Road (hereinafter, "Higby Road" or the "Property").

4. So the District may construct and maintain the roadway improvements on Higby Road, the Town now petitions the District for inclusion of Higby Road into the District. Consistent with the terms and conditions of the Intergovernmental Agreement between the Town and District dated September 22, 1987 (the "IGA"), all roadways constructed, improved and maintained on Higby Road by the District will be dedicated to the Town for public use, and the District will remain responsible for the ongoing maintenance and repair of the roadway improvements on Higby Road.

5. The District has waived all Inclusion Fees as may otherwise have been applicable, based upon the common interests of the Town and the District in facilitating the inclusion of Higby Road into the District.

6. The Petitioner and the District agree and acknowledge that the District, pursuant to that 1987 Intergovernmental Agreement, as amended (the "IGA"), shall be responsible for all construction, maintenance and repair of the roadway constructed upon the Property, and that the Town and the District are working cooperatively to ensure that funding for necessary improvements to said roadway is provided by those parties directly benefitting from such improvements.

**INCLUSION AGREEMENT
(Triview Metropolitan District and Town of Monument)**

This Inclusion Agreement ("Agreement") is entered into this 15th day of November, 2021, by and between the Triview Metropolitan District ("District"), a Colorado special district and quasi-municipal corporation, whose address is 16055 Old Forest Point Suite 302, Monument, Colorado 80132 and the Town of Monument, a Colorado statutory town ("Petitioner" or "Town"), whose address is 645 Beacon Lite Road, Monument, Colorado 80132 (together the "District" and the "Town" constitute the "Parties").

RECITALS

A. The District is a metropolitan district formed and operating under the Colorado Special District Act, and amongst other services, provides water, wastewater, stormwater, road and parks services within its boundary in El Paso County, Colorado. The District is located entirely within the boundaries of the Town of Monument;

B. On BLANK, the Board of County Commissioners of El Paso County, Colorado submitted to the Town a Petition for Annexation of the public right-of-way generally known as Higby Road.

C. Through the Town's Board of Trustee's approval of Ord. No. BLANK on BLANK date, the Town annexed Higby Road. By operation of law, upon annexation, county roads become town streets and, therefore, through its annexation of Higby Road, the Town obtained titular ownership of Higby Road. Attached hereto as Exhibit A is a legal description of Higby Road (hereinafter, "Higby Road" or the "Property").

D. So the District may construct and maintain the roadway improvements on Higby Road, the Town now petitions the District for inclusion of Higby Road into the District. Consistent with the terms and conditions of the Intergovernmental Agreement between the Town and District dated September 22, 1987 (the "IGA), all roadways constructed, improved and maintained on Higby Road by the District will be dedicated to the Town for public use, and the District will remain responsible for the ongoing maintenance and repair of the roadway improvements on Higby Road.

E. The District's Boards of Directors have approved a resolution approving the inclusion of the Property within the District conditioned upon the execution of this Inclusion Agreement;

F. The Town's Board of Trustees approved an Ordinance annexing Higby Road in to the Town conditioned upon the inclusion of Higby Road into the District.

G. The District and Petitioner wish to set forth the terms and provisions under which the Property is to be included within the District.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. 1987 IGA. Petitioner and the District are the parties to an Intergovernmental Agreement dated September 22, 1987 (the "IGA"), which defines the roles, rights, responsibilities and obligations of the Parties concerning taxation, fees, construction and maintenance of infrastructure, and provision of District services to properties included within the District. Amongst those rights and responsibilities, is the obligation for the District to have "continuing responsibility for ongoing maintenance" of street improvements within the District.

2. Town Annexation/Ownership. By approval of Ordinance No. 37-2021, the Town's Board approved El Paso County's petition of annexation of Higby Road into the Town, thereby obtaining titular ownership of the Higby Road public right-of-way. Said Ordinance is recorded in the records of the El Paso County Clerk and Recorder at Reception No. _____. Consistent with the terms and conditions of the IGA, all roadways constructed, improved or maintained on the Higby Road Property by the District will be dedicated to the Town for public use, while the District remains responsible for ongoing maintenance and repair of Higby Road as described above.

3. Design and Construction Standards. The design criteria and construction standards to be applied under this Agreement shall be guided by the District's applicable rules and regulations applied in conjunction with the Town's road and bridge standards. However, the Parties realize that such rules and regulations/standards will not address all of the requirements and circumstances that may arise during the District's construction and maintenance of Higby Road that the District's staff and engineering consultants will apply generally accepted construction and engineering standards for municipal type street improvements.

4. Easements. Petitioner shall grant and provide to the District, at no cost to the District, any and all necessary licenses, permits, and easements across Higby Road necessary for the District to perform its construction, repair and maintenance operations of Higby Road. The District shall be responsible for acquisition of any easements or rights of ways required for its provision of service outside of the limits of the Property. Said licenses, permits, and easements shall be in size and location acceptable to the District and in accordance with the District's design criteria and specifications to provide for the construction, operation, maintenance, repair and replacement of the mains, pipelines, and appurtenances for water and wastewater lines, along with stormwater facilities which may be located on the property, and for provision of street improvement construction, repair and maintenance to the Property, including with the right of ingress and egress thereto. The utility easements for main lines shall be exclusive easements to the extent reasonably possible. To the extent exclusive easements are not reasonably possible, then any other neighboring utilities (*i.e.*, natural gas, telephone,

cable, etc.) shall not be located on top of the District's utility infrastructure within the easements or so close thereto as to interfere with or impair the District's access to and maintenance of the utilities within the easements. These easement requirements shall be included within the written easement documents and the annexation plat, to the extent practicable. The location of such easements shall also be reasonably acceptable to the Petitioner and the District. This obligation shall survive the completion of the inclusion process.

5. Cooperation. Subject to the terms of this Agreement, the Town and the District agree to cooperate with one another in the processing of the Petition of Inclusion to a successful conclusion, in the performance of the post-inclusion obligations set forth in this Agreement, and in the execution of any other documents necessary to fulfill the intent and purposes of this Agreement, including but not limited to correction deeds, or plat revisions to identify specific easement locations.

6. Compliance. If the Property is included in the District by final order of the El Paso County District Court, the District and Petitioner shall abide by all terms of this Inclusion Agreement and comply with all applicable Federal, State, County and local statutes, laws, rules, regulations and resolutions.

7. Nature of Work. Any and all work to be performed by the District under the terms of this Agreement shall be performed using quality materials and shall be performed in a workmanlike manner in compliance with the rules, regulations, specifications and requirements of the District. Compliance with such specifications and requirements shall be determined in accordance with standard procedures and the discretion of the District.

8. Contingencies. This Inclusion Agreement is conditioned upon obtaining the formal inclusion of the Higby Road Property into the District by order of the El Paso County District Court. Further, the Town's annexation of Higby Road is conditioned upon the inclusion of Higby Road into the District so that the District may construct, maintain and dedicate to the Town all roadway improvements on Higby Road, consistent with the provisions of the 1987 IGA.

9. Liability of the District. The District shall not be liable for any losses or damages resulting from the inability of the District to provide the anticipated services due to governmental regulations, statutes or orders, electrical or other power failures, temporary shut down due to repairs, maintenance, construction, alterations, acts of God, or other occurrences beyond the direct control of the District, or resulting for the lack of availability or capacity of the District's facilities.

10. Assignment. This Inclusion Agreement shall be for the sole benefit of Petitioner and the District and their public constituencies. Petitioner may, with the consent of the District, at any time assign or otherwise transfer this Inclusion Agreement to any person, firm, entity or corporation acting as a land bank on behalf of Petitioner

(hereinafter, "Permitted Transfer"), including enterprise or special district entities. The District shall not withhold consent to a Permitted Transfer provided they are provided with reasonable advance notice of such assignment, the assignee assumes the obligations of this Agreement, and the District is provided with full documentation of such assignment. No other assignments shall be permitted.

11. Default/Remedies. A party shall be in default hereunder in the event it fails to perform its obligations as required hereunder, and if such noncompliance is not cured within 15 days after written notice by the other party of the nature of the alleged noncompliance. In the event of default, the non-defaulting party shall have all remedies available under Colorado law, including that the District shall have the right to injunctive relief and specific performance in order to require Petitioner to perform its obligations under this Agreement.

12. Right to Cure. The Parties shall have the right, but not the obligation, to cure any default under this Agreement.

13. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter covered herein. All negotiations, considerations, representations and understandings between the Parties are incorporated and merged herein. This Agreement may be modified or altered only by the Parties' written agreement.

14. Severability. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement.

15. Authority/Ownership. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement and to bind their respective principals as indicated. As indicated above, Petitioner represents that it obtained titular ownership of the Higby Road right-of-way by approving El Paso County's petition to annex Higby Road into the Town. The Town agrees to provide any necessary easements to the District free and clear of liens and encumbrances, subject to any existing and overlapping easements disclosed to and accepted by the District. Petitioner and the District shall provide an appropriate entity resolution authorizing the execution and performance of this Agreement. To the extent that El Paso County did not encumber Higby Road with the same, the Petitioner warrants and represents that there are no liens upon the Property.

16. Attorney's Fees. In the event of any dispute between the parties resulting in litigation to enforce this Agreement or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorney's fees, incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.

17. Time is of the Essence. Time is of the essence in the performance of the parties obligations hereunder.

18. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Proper venue for any action regarding this Agreement shall be in the District Court of El Paso County, Colorado.

19. No Third Party Beneficiary. This Agreement shall be for the sole benefit of the Parties hereto, and no other party is entitled to have any rights or benefits by reason of this Agreement as a third party beneficiary or otherwise.

20. Survival of Provision. The terms and provisions of this Agreement shall be deemed to survive the El Paso County District Court Order for inclusion of the Property within the District.

21. Recording. This Agreement shall be recorded with the El Paso County Recorder's Office.

22. Binding Effect/Covenant Upon the Property. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of not only the parties hereto, but also their respective personal representatives, heirs, successors, and assigns. This Agreement benefits and burdens the Property and shall constitute a covenant running with the land until all obligations are fully performed hereunder.

(remainder of page intentionally blank, signatures follow)

