

**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) and **PRI #2 LLC** (Developer) and **FLYING HORSE NORTH HOMEOWNERS ASSOCIATION** (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 **FLYING HORSE NORTH FILING NO. 1**; 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 multiple 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 multiple detention basin/BMP(s) on property that will be platted as **Tracts B, E, F, I and K**, 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, multiple 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 DSD. 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.

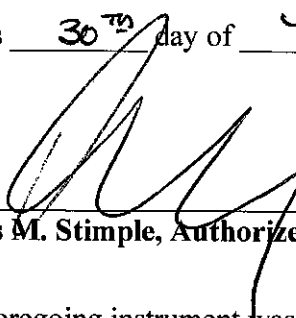
15. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this

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 30th day of March, 2018, by:

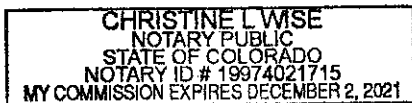
PRI #2 LLC


By: 
Douglas M. Stimple, Authorized Agent

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by **Douglas M. Stimple, Authorized Agent for PRI #2 LLC.**

Witness my hand and official seal.

My commission expires: 12-02-2021




Notary Public

Executed this 30th day of March, 2018, by:

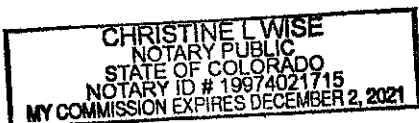
FLYING HORSE NORTH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation.

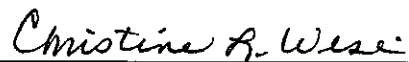
By: 
Drew Balsick, President

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by **Drew Balsick, President, FLYING HORSE NORTH HOMEOWNERS ASSOCIATION**, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 12-02-2021




Notary Public

Executed this _____ day of _____, 2018, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

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

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, 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:

Assistant County Attorney



619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719)785-0790 (719)785-0799(fax)

EXHIBIT A

JOB NO. 1096.10-08
SEPTEMBER 11, 2017
REV. FEBRUARY 6, 2018
PAGE 1 OF 5

LEGAL DESCRIPTION: FLYING HORSE NORTH FILING NO. 1

2 PARCELS OF LAND BEING A PORTION OF SECTIONS 34, 35 AND 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO AND A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTH END BY A 2 1/2" ALUMINUM CAP STAMPED "22564" AND THE SOUTH END BY A 2 1/2" ALUMINUM CAP STAMPED "9132", IS ASSUMED TO BEAR S00°14'34"E, A DISTANCE OF 5269.38 FEET.

PARCEL 1:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°06'04"E, ON THE SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 202134767, RECORDS OF EL PASO COUNTY, COLORADO AND THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1332.12 FEET TO THE SOUTHEASTERLY CORNER OF SAID HIGH FOREST RANCH FILING NO. 2, SAID POINT BEING THE WEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE N89°07'00"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1331.92 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 36;
THENCE N89°01'18"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 1331.92 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 36;
THENCE N89°03'58"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 840.89 FEET;

THENCE S00°13'46"E, A DISTANCE OF 497.29 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N16°35'58"W, HAVING A DELTA OF 00°45'53", A RADIUS OF 3460.00 FEET AND A DISTANCE OF 46.18 FEET TO A POINT OF TANGENT;

THENCE N72°38'09"E, A DISTANCE OF 400.46 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 32°53'45", A RADIUS OF 1640.00 FEET AND A DISTANCE OF 941.59 FEET TO A POINT OF TANGENT;

THENCE S74°28'06"E, A DISTANCE OF 169.05 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 52°50'29", A RADIUS OF 760.00 FEET AND A DISTANCE OF 700.92 FEET TO A POINT OF TANGENT;

THENCE N52°41'25"E, A DISTANCE OF 1610.12 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 38°46'50", A RADIUS OF 1040.00 FEET AND A DISTANCE OF 703.92 FEET TO A POINT OF TANGENT;

THENCE S88°31'45"E, A DISTANCE OF 8.27 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S64°57'04"E, HAVING A DELTA OF 52°02'48", A RADIUS OF 100.00 FEET AND A DISTANCE OF 90.84 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S80°31'04"E, HAVING A DELTA OF 24°24'59", A RADIUS OF 530.00 FEET AND A DISTANCE OF 225.86 FEET TO A POINT ON CURVE;

THENCE S56°06'05"E, A DISTANCE OF 60.00 FEET;

THENCE S80°16'16"E, A DISTANCE OF 554.19 FEET;

THENCE N06°27'11"E, A DISTANCE OF 236.35 FEET;

THENCE S82°41'19"E, A DISTANCE OF 492.47 FEET;

THENCE S89°59'04"E, A DISTANCE OF 502.35 FEET TO A POINT THE WESTERLY RIGHT OF WAY LINE OF BLACK FOREST ROAD, SAID POINT BEING ON A LINE 30.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S00°00'53"W ON SAID WESTERLY RIGHT OF WAY LINE AND SAID PARALLEL LINE, A DISTANCE OF 1136.17 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE S89°04'37"W, ON SAID SOUTH LINE, A DISTANCE OF 1145.71 FEET;

THENCE N00°00'00"E, A DISTANCE OF 477.97 FEET;

THENCE S89°59'56"W, A DISTANCE OF 505.80 FEET;

THENCE N89°25'32"W, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S89°25'32"E, HAVING A DELTA OF 00°53'47", A RADIUS OF 5030.00 FEET AND A DISTANCE OF 78.69 FEET TO A POINT OF TANGENT;
THENCE N01°28'15"E, A DISTANCE OF 152.16 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N18°55'42"E, HAVING A DELTA OF 48°57'51", A RADIUS OF 100.00 FEET AND A DISTANCE OF 85.46 FEET TO A POINT ON CURVE;
THENCE N88°31'45"W, A DISTANCE OF 8.27 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 38°46'50", A RADIUS OF 960.00 FEET AND A DISTANCE OF 649.77 FEET TO A POINT OF TANGENT;
THENCE S52°41'25"W, A DISTANCE OF 1610.12 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 52°50'29", A RADIUS OF 840.00 FEET AND A DISTANCE OF 774.70 FEET TO A POINT OF TANGENT;
THENCE N74°28'06"W, A DISTANCE OF 169.05 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 13°40'23", A RADIUS OF 1560.00 FEET AND A DISTANCE OF 372.28 FEET TO A POINT ON CURVE;
THENCE S02°34'45"W, A DISTANCE OF 964.84 FEET;
THENCE S56°12'59"E, A DISTANCE OF 96.82 FEET TO POINT "A";
THENCE S65°45'45"W, A DISTANCE OF 64.75 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 54°21'11", A RADIUS OF 330.00 FEET, AND A DISTANCE OF 313.05 FEET TO A POINT ON CURVE ;
THENCE S83°30'56"W, A DISTANCE OF 43.73 FEET;
THENCE S30°43'19"W, A DISTANCE OF 748.70 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 19°27'35", A RADIUS OF 180.00 FEET AND A DISTANCE OF 61.13 FEET TO A POINT OF TANGENT;
THENCE S11°15'44"W, A DISTANCE OF 449.78 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°26'35"E, HAVING A DELTA OF 113°41'16", A RADIUS OF 80.00 FEET AND A DISTANCE OF 158.74 FEET TO A POINT ON CURVE;
THENCE S11°16'18"W, A DISTANCE OF 794.70 FEET;
THENCE S10°53'40"W, A DISTANCE OF 511.85 FEET;
THENCE S01°41'01" W, A DISTANCE OF 409.04 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 105°57'32", A RADIUS OF 183.50 FEET AND A DISTANCE OF 339.35 FEET;
THENCE S43°30'36"W, A DISTANCE OF 161.72 FEET;
THENCE S19°16'02"W, A DISTANCE OF 386.88 FEET;
THENCE N88°18'15"W, A DISTANCE OF 1705.84 FEET;
THENCE N02°21'44"W, A DISTANCE OF 263.10 FEET;
THENCE N63°45'49"W, A DISTANCE OF 50.01 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N18°31'13"W, HAVING A DELTA OF 24°06'18", A RADIUS OF 530.00 FEET AND A DISTANCE OF 222.98 FEET TO A POINT ON CURVE;
THENCE S39°18'58"E, A DISTANCE OF 58.41 FEET;
THENCE N89°54'56"E, A DISTANCE OF 681.31 FEET;
THENCE S78°50'05" E, A DISTANCE OF 682.24 FEET;
THENCE N44°23'58"E, A DISTANCE OF 446.26 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N70°04'16"E, HAVING A DELTA OF 27°10'25", A RADIUS OF 206.15 FEET AND A DISTANCE OF 97.77 FEET TO A POINT ON CURVE ;
THENCE N01°45'55"E, A DISTANCE OF 367.28 FEET;
THENCE N11°05'37"E, A DISTANCE OF 649.91 FEET;
THENCE N25°28'43"E, A DISTANCE OF 583.21 FEET;
THENCE N36°07'10"W, A DISTANCE OF 51.40 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°13'39"E, HAVING A DELTA OF 101°02'05", A RADIUS OF 180.00 FEET, AND A DISTANCE OF 317.41 FEET TO A POINT ON CURVE ;
THENCE N12°39'47"E, A DISTANCE OF 431.89 FEET;
THENCE N47°25'19"W, A DISTANCE OF 125.23 FEET;
THENCE S43°38'05"W, A DISTANCE OF 217.42 FEET;
THENCE N45°19'30"W, A DISTANCE OF 529.41 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 79°31'17", A RADIUS OF 60.00 FEET, AND A DISTANCE OF 83.27 FEET;
THENCE N27°57'38"E, A DISTANCE OF 123.86 FEET;
THENCE S88°03'35"W, A DISTANCE OF 162.46 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N85°59'29"E, HAVING A DELTA OF 07°44'47", A RADIUS OF 470.00 FEET AND A DISTANCE OF 63.54 FEET;
THENCE S78°14'42"W, A DISTANCE OF 60.00 FEET;
THENCE S75°00'00"W, A DISTANCE OF 81.52 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 23°16'53", A RADIUS OF 330.00 FEET AND A DISTANCE OF 134.09 FEET TO A POINT ON CURVE;
THENCE N38°16'53"W, A DISTANCE OF 216.74 FEET;
THENCE S46°07'49"W, A DISTANCE OF 163.89 FEET;
THENCE S34°25'15"W, A DISTANCE OF 478.77 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 27°31'13", A RADIUS OF 180.00 FEET AND A DISTANCE OF 86.46 FEET;
THENCE S61°56'28"W, A DISTANCE OF 430.63 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 37°48'36", A RADIUS OF 180.00 FEET AND A DISTANCE OF 118.78 FEET TO A POINT ON CURVE ;
THENCE S00°25'40"W, A DISTANCE OF 36.95 FEET;
THENCE S66°21'10"E, A DISTANCE OF 348.91 FEET;
THENCE N87°59'49"E, A DISTANCE OF 527.00 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 68°09'39", A RADIUS OF 180.00 FEET AND A DISTANCE OF 214.13 FEET TO A POINT ON CURVE;
THENCE N89°20'23"E, A DISTANCE OF 87.77 FEET;
THENCE N04°16'45"E, A DISTANCE OF 284.57 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 180°00'00", A RADIUS OF 180.00 FEET AND A DISTANCE OF 565.49 FEET TO A POINT OF TANGENT;
THENCE S04°16'45"W, A DISTANCE OF 483.65 FEET;
THENCE S07°32'26"W, A DISTANCE OF 809.64 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 163°01'47", A RADIUS OF 60.00 FEET AND A DISTANCE OF 170.72 FEET TO A POINT OF TANGENT;
THENCE N09°25'47"W, A DISTANCE OF 25.35 FEET;
THENCE N59°17'05"W, A DISTANCE OF 59.71 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N28°17'40"W, HAVING A DELTA OF 122°48'28", A RADIUS OF 180.00 FEET AND A DISTANCE OF 385.81 FEET TO A POINT OF TANGENT;
THENCE N04°30'48"E, A DISTANCE OF 138.74 FEET;
THENCE N01°27'54"E, A DISTANCE OF 421.65 FEET;
THENCE S87°34'56"W, A DISTANCE OF 570.22 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 42°44'34", A RADIUS OF 260.00 FEET AND A DISTANCE OF 193.96 FEET TO A POINT OF TANGENT;
THENCE N49°40'30"W, A DISTANCE OF 407.48 FEET;
THENCE S18°26'34"W, A DISTANCE OF 216.03 FEET;
THENCE S67°30'10"W, A DISTANCE OF 203.94 FEET;
THENCE S60°53'14"E, A DISTANCE OF 270.58 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 66°48'26", A RADIUS OF 60.00 FEET AND A DISTANCE OF 66.96 FEET TO A POINT OF TANGENT;
THENCE S05°55'12"W, A DISTANCE OF 73.94 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S42°03'32"W, HAVING A DELTA OF 65°10'59", A RADIUS OF 180.00 FEET AND A DISTANCE OF 204.78 FEET;
THENCE S19°58'12"W, A DISTANCE OF 445.86 FEET;
THENCE S07°36'57"E, A DISTANCE OF 778.36 FEET;
THENCE S32°14'22"E, A DISTANCE OF 83.48 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N22°20'21"W, HAVING A DELTA OF 11°46'40", A RADIUS OF 470.00 FEET AND A DISTANCE OF 96.61 FEET TO A POINT ON CURVE;
THENCE N28°40'51"W, A DISTANCE OF 24.35 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N01°53'54"E, HAVING A DELTA OF 62°51'48", A RADIUS OF 60.00 FEET AND A DISTANCE OF 65.83 FEET TO A POINT ON CURVE;
THENCE N24°50'58"W, A DISTANCE OF 794.30 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 42°54'04", A RADIUS OF 180.00 FEET, AND A DISTANCE OF 134.78 FEET TO A POINT OF TANGENT;
THENCE N18°03'07"E, A DISTANCE OF 513.19 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°58'26", A RADIUS OF 182.00 FEET AND A DISTANCE OF 57.09 FEET TO A POINT ON CURVE;
THENCE N69°37'09"W, A DISTANCE OF 609.64 FEET;
THENCE S64°49'27"W, A DISTANCE OF 387.40 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 71°05'00", A RADIUS OF 180.00 FEET AND A DISTANCE OF 223.32 FEET TO A POINT ON CURVE;
THENCE S42°12'07"W, A DISTANCE OF 181.16 FEET;
THENCE S40°12'30"E, A DISTANCE OF 188.32 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 161°01'35", A RADIUS OF 60.00 FEET AND A DISTANCE OF 168.63 FEET TO A POINT OF TANGENT;
THENCE N59°10'55"W, A DISTANCE OF 565.00 FEET;
THENCE N88°12'35"W, A DISTANCE OF 210.24 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 26°35'09", A RADIUS OF 60.00 FEET AND A DISTANCE OF 27.84 FEET TO A POINT ON CURVE;
THENCE S86°55'25"W, A DISTANCE OF 49.85 FEET TO A POINT ON CURVE;THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N86°55'25"E, HAVING A DELTA OF 48°03'23", A RADIUS OF 520.00 FEET AND A DISTANCE OF 436.15 FEET TO A POINT ON CURVE;
THENCE S38°52'02"W, A DISTANCE OF 60.00 FEET;
THENCE S40°01'04"W, A DISTANCE OF 569.80 FEET;
THENCE N72°33'10"W, A DISTANCE OF 134.21 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36;
THENCE N00°14'34"W ON THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 3625.37 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S33°01'51"W, HAVING A DELTA OF 38°24'48", A RADIUS OF 535.00 FEET AND A DISTANCE OF 358.69 FEET TO A POINT OF TANGENT;
THENCE S84°37'03"W, A DISTANCE OF 175.44 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $11^{\circ}13'59''$, A RADIUS OF 615.00 FEET AND A DISTANCE OF 120.57 FEET TO A POINT OF TANGENT;
THENCE $N84^{\circ}08'58''W$, A DISTANCE OF 684.98 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $25^{\circ}13'51''$, A RADIUS OF 615.00 FEET AND A DISTANCE OF 270.82 FEET TO A POINT OF TANGENT;
THENCE $N58^{\circ}55'07''W$, A DISTANCE OF 166.51 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF $31^{\circ}18'40''$, A RADIUS OF 535.00 FEET AND A DISTANCE OF 292.37 FEET TO A POINT OF TANGENT;
THENCE $S89^{\circ}46'13''W$, A DISTANCE OF 1674.58 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF $24^{\circ}52'43''$, A RADIUS OF 1960.00 FEET AND A DISTANCE OF 851.06 FEET TO A POINT OF TANGENT;
THENCE $S64^{\circ}53'30''W$, A DISTANCE OF 459.47 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $21^{\circ}22'27''$, A RADIUS OF 1040.00 FEET AND A DISTANCE OF 387.97 FEET TO A POINT OF TANGENT;
THENCE $S86^{\circ}15'57''W$, A DISTANCE OF 692.41 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF $51^{\circ}05'38''$, A RADIUS OF 535.00 FEET AND A DISTANCE OF 477.09 FEET TO A POINT OF TANGENT;
THENCE $S35^{\circ}10'18''W$, A DISTANCE OF 291.93 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $53^{\circ}07'49''$, A RADIUS OF 615.00 FEET AND A DISTANCE OF 570.29 FEET TO A POINT OF TANGENT;
THENCE $S88^{\circ}18'07''W$, A DISTANCE OF 160.75 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 83;
THENCE $N01^{\circ}41'53''W$, ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1 AS PLATTED IN WESCOTT FIRE STATION NO. 3, RECORDED UNDER RECEPTION NO. 212713192 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING (5) FIVE COURSES;

1. $N88^{\circ}18'07''E$, A DISTANCE OF 165.75 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF $54^{\circ}10'43''$, A RADIUS OF 460.00 FEET AND A DISTANCE OF 434.97 FEET TO A POINT OF REVERSE CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $15^{\circ}19'05''$, A RADIUS OF 560.00 FEET AND A DISTANCE OF 149.72 FEET TO A POINT ON CURVE;
4. $N38^{\circ}00'00''W$, A DISTANCE OF 141.67 FEET;
5. $S88^{\circ}20'00''W$, A DISTANCE OF 587.56 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID STATE HIGHWAY 83;

THENCE ON SAID EASTERLY RIGHT OF WAY THE FOLLOWING (3) THREE COURSES;

1. $N01^{\circ}41'53''W$, A DISTANCE OF 446.49 FEET;
2. $N00^{\circ}02'53''W$, A DISTANCE OF 245.49 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS $S87^{\circ}06'46''E$, HAVING A DELTA OF $07^{\circ}31'38''$, A RADIUS OF 1380.65 FEET AND A DISTANCE OF 181.38 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF HIGH FOREST RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 201036672, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE $N89^{\circ}54'54''E$, ON THE SOUTHERLY BOUNDARY OF SAID HIGH FOREST RANCH FILING NO. 1, AND SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 584.61 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 34;
THENCE $S89^{\circ}57'36''E$, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1, A DISTANCE OF 1319.30 FEET TO THE NORTHEAST CORNER OF SAID SECTION 34;
THENCE $N89^{\circ}46'13''E$, CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1 AND ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, A DISTANCE OF 2660.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;
THENCE $N89^{\circ}45'50''E$, CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 AND THE SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 202134767, A DISTANCE OF 2048.33 FEET;

THENCE ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, THE FOLLOWING (5) FIVE COURSES:

1. $N44^{\circ}21'15''E$, A DISTANCE OF 120.12 FEET;
2. $N27^{\circ}42'44''E$, A DISTANCE OF 30.37 FEET;
3. $N83^{\circ}51'56''E$, A DISTANCE OF 62.76 FEET;
4. $S79^{\circ}32'21''E$, A DISTANCE OF 69.45 FEET;

5. S46°40'23"E, A DISTANCE OF 153.82 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE N89°48'10"E, ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2 AND SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, A DISTANCE OF 270.47 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 537.252 ACRES.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2:

COMMENCING AT POINT "A" HEREIN DESCRIBED;

THENCE S77°19'50"E, A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING;

THENCE S66°22'10"E, A DISTANCE OF 418.60 FEET;
THENCE S65°50'19"E, A DISTANCE OF 926.31 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 93°42'48", A RADIUS OF 178.44 FEET AND A DISTANCE OF 291.86 FEET TO A POINT ON CURVE;
THENCE S47°50'38"E, A DISTANCE OF 125.93 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 141°44'47", A RADIUS OF 74.72 FEET AND A DISTANCE OF 184.84 FEET TO A POINT OF TANGENT;
THENCE N85°14'20"W, A DISTANCE OF 773.82 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 32°49'43", A RADIUS OF 180.00 FEET AND A DISTANCE OF 103.13 FEET TO A POINT OF TANGENT;
THENCE N52°20'15"W, A DISTANCE OF 614.62 FEET;
THENCE N47°07'47"W, A DISTANCE OF 236.98 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 35°23'13", A RADIUS OF 222.71 FEET AND A DISTANCE OF 137.55 FEET TO A POINT ON CURVE;
THENCE S89°19'51"W, A DISTANCE OF 44.51 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS S78°39'56"E, HAVING A DELTA OF 54°25'41", RADIUS OF 270.00 FEET AND A DISTANCE OF 256.49 FEET TO A POINT OF TANGENT;
THENCE N65°45'45"E, A DISTANCE OF 144.64 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 20.131 ACRES.

CONTAINING A TOTAL CALCULATED AREA OF 557.383 ACRES.

FLYING HORSE NORTH FILING NO. 1

A PORTION OF SECTIONS 34, 35 AND 36 TOWNSHIP 11 SOUTH, RANGE 66 WEST, AND A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION(CONT.):

THENCE N01°41'53"W, ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1 AS PLATTED IN WESCOTT FIRE STATION NO. 3, RECORDED UNDER RECEPTION NO. 212713192 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING (5) FIVE COURSES;

1. N88°16'07"E, A DISTANCE OF 165.75 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 54°10'43", A RADIUS OF 460.00 FEET AND A DISTANCE OF 434.97 FEET TO A POINT OF REVERSE CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 15°19'05", A RADIUS OF 560.00 FEET AND A DISTANCE OF 149.72 FEET TO A POINT ON CURVE;
4. N38°00'00"W, A DISTANCE OF 141.67 FEET;
5. S88°20'00"W, A DISTANCE OF 567.56 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID STATE HIGHWAY 63;

THENCE ON SAID EASTERLY RIGHT OF WAY THE FOLLOWING (3) THREE COURSES;

1. N01°41'53"W, A DISTANCE OF 446.49 FEET;
2. N00°02'53"W, A DISTANCE OF 245.49 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S87°06'46"E, HAVING A DELTA OF 07°31'38", A RADIUS OF 1380.65 FEET AND A DISTANCE OF 181.38 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF HIGH FOREST RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 201036672, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N89°54'54"E, ON THE SOUTHERLY BOUNDARY OF SAID HIGH FOREST RANCH FILING NO. 1, AND SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 584.61 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 34;

THENCE S89°57'36"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1, A DISTANCE OF 1319.30 FEET TO THE NORTHEAST CORNER OF SAID SECTION 34;

THENCE N89°46'13"E, CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1 AND ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, A DISTANCE OF 2660.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE N89°46'50"E, CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 AND THE SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 202134767, A DISTANCE OF 2048.33 FEET;

THENCE ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, THE FOLLOWING (5) FIVE COURSES;

1. N44°21'15"E, A DISTANCE OF 120.12 FEET;
2. N27°42'44"E, A DISTANCE OF 30.37 FEET;
3. N83°51'56"E, A DISTANCE OF 62.76 FEET;
4. S79°32'21"E, A DISTANCE OF 69.45 FEET;
5. S48°40'13"E, A DISTANCE OF 153.62 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE N89°46'50"E, ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, AND SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, A DISTANCE OF 270.47 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 532.335 ACRES.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

LEGAL DESCRIPTION(CONT.):

PARCEL 2:

COMMENCING AT POINT 'A' HEREIN DESCRIBED;

THENCE S77°19'50"E, A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING;

THENCE S66°22'10"E, A DISTANCE OF 418.60 FEET;
THENCE S65°50'19"E, A DISTANCE OF 926.31 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 93°42'48", A RADIUS OF 178.44 FEET AND A DISTANCE OF 291.86 FEET TO A POINT ON CURVE;
THENCE S47°50'38"E, A DISTANCE OF 125.93 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 141°44'47", A RADIUS OF 74.72 FEET AND A DISTANCE OF 184.84 FEET TO A POINT OF TANGENT;
THENCE N65°14'20"W, A DISTANCE OF 773.82 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 32°49'43", A RADIUS OF 180.00 FEET AND A DISTANCE OF 103.13 FEET TO A POINT OF TANGENT;
THENCE N52°20'15"W, A DISTANCE OF 614.62 FEET;
THENCE N47°07'47"W, A DISTANCE OF 236.98 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 35°23'13", A RADIUS OF 222.71 FEET AND A DISTANCE OF 137.55 FEET TO A POINT ON CURVE;
THENCE S89°19'51"W, A DISTANCE OF 44.51 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS S78°39'56"E, HAVING A DELTA OF 54°25'41", RADIUS OF 270.00 FEET AND A DISTANCE OF 256.49 FEET TO A POINT OF TANGENT;
THENCE N65°45'45"E, A DISTANCE OF 144.64 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 20.131 ACRES.

CONTAINING A TOTAL CALCULATED AREA OF 552.466 ACRES.

GENERAL NOTES:

1. THE DATE OF PREPARATION IS NOVEMBER 21, 2017.
2. INDIVIDUAL WELLS ARE THE RESPONSIBILITY OF EACH PROPERTY OWNER. PERMITS FOR INDIVIDUAL DOMESTIC WELLS MUST BE OBTAINED FROM THE STATE ENGINEER WHO BY LAW HAS THE AUTHORITY TO SET CONDITIONS FOR THE ISSUANCE OF THESE PERMITS.
3. SEWAGE TREATMENT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER. THE EL PASO COUNTY HEALTH DEPARTMENT MUST APPROVE EACH SYSTEM AND IN SOME CASES THE DEPARTMENT MAY REQUIRE AN ENGINEER DESIGNED SYSTEM PRIOR TO PERMIT APPROVAL.
4. ALL STRUCTURAL FOUNDATIONS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF COLORADO.
5. THE TRACT OF LAND HEREIN PLATTED LIES WITHIN SECTIONS 34, 35 AND 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
6. UNLESS SHOWN OTHERWISE, ALL FRONT, SIDE AND REAR LOT LINES ARE HEREBY PLATTED WITH A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, WITH THE SOLE RESPONSIBILITY FOR THE SURFACE MAINTENANCE OF EASEMENTS BEING VESTED WITH THE INDIVIDUAL PROPERTY OWNER.
7. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY DEVELOPMENT SERVICES DEPARTMENT: SOILS AND GEOLOGICAL STUDY; WATER AVAILABILITY STUDY; DRAINAGE REPORTS; EROSION CONTROL REPORT.
8. THE TOTAL NUMBER OF LOTS BEING PLATTED IS 60. THE TOTAL NUMBER OF TRACTS BEING PLATTED IS 21.

GENERAL NOTES (CONT.):

9. THE ARTICLES OF INCORPORATION FOR FLYING HORSE NORTH HOMEOWNER'S ASSOCIATION, INC., WERE FILED WITH THE COLORADO SECRETARY OF STATE UNDER IDENTIFICATION NUMBER 20171619083. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THE RESTRICTIONS AND COVENANTS AS RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
10. DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF AN APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORP. OF ENGINEERS, THE U.S. FISH & WILDLIFE SERVICE AND/OR COLORADO DEPARTMENT OF WILDLIFE REGARDING THE ENDANGERED SPECIES ACT.
11. THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
12. PURCHASERS OF LOTS WITHIN THIS SUBDIVISION ARE HEREBY ALERTED THAT THESE LOTS CONTAIN STORM WATER CONVEYANCE PATHS. SAID PURCHASERS ACKNOWLEDGE ACCEPTANCE OF THESE FLOWS ONTO, AND THROUGH, THESE LOTS. THE PURCHASER OF THESE LOTS SHALL BE RESPONSIBLE FOR MAINTAINING THESE PATHS AND FOR PROVIDING MEASURES TO ELIMINATE EROSION, IF SUCH SHOULD OCCUR.
13. WATER IN THE DENVER BASIN AQUIFERS IS ALLOCATED ON A 100 YEAR AQUIFER LIFE; HOWEVER, FOR EL PASO COUNTY PLANNING PURPOSES, WATER IN THE DENVER BASIN AQUIFERS IS EVALUATED BASED ON A 300 YEAR AQUIFER LIFE. APPLICANTS AND ALL FUTURE OWNERS IN THE SUBDIVISION SHOULD BE AWARE THAT THE ECONOMIC LIFE OF A WATER SUPPLY BASED ON WELLS IN A GIVEN DENVER BASIN AQUIFER MAY BE LESS THAN EITHER THE 100 YEARS OR 300 YEARS INDICATED DUE TO ANTICIPATED WATER LEVEL DECLINES.
14. FLOODPLAIN STATEMENT:
THIS SITE, FLYING HORSE NORTH FILING NO. 1, IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 0804100295F AND 0804100315F DATED MARCH 17, 1997.
15. NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED, OR TRANSFERRED WHETHER BY DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMON DEVELOPMENT IMPROVEMENTS HAVE BEEN CONSTRUCTED AND COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NO. _____ IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO OR, IN THE ALTERNATIVE, OTHER COLLATERAL IS PROVIDED TO MAKE PROVISION FOR THE COMPLETION OF SAID IMPROVEMENTS IN ACCORDANCE WITH THE EL PASO COUNTY LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL. ANY SUCH ALTERNATIVE COLLATERAL MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR AND MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER. THIS PLAT RESTRICTION MAY BE REMOVED OR RESCINDED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR UPON EITHER APPROVAL OF AN ALTERNATIVE FORM OF COLLATERAL OR COMPLETION AND PRELIMINARY ACCEPTANCE BY THE EL PASO BOARD OF COUNTY COMMISSIONERS OF ALL IMPROVEMENTS REQUIRED TO BE CONSTRUCTED AND COMPLETED IN ACCORDANCE WITH SAID SUBDIVISION IMPROVEMENTS AGREEMENT. THE PARTIAL RELEASE OF LOTS FOR SALE, CONVEYANCE OR TRANSFER MAY ONLY BE GRANTED IN ACCORDANCE WITH ANY PLANNED PARTIAL RELEASE OF LOTS AUTHORIZED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT.

GENERAL NOTES (CONT.):

16. DUE TO WILDFIRE CONCERNS, THE APPLICANTS AND SUBSEQUENT HOMEOWNERS ARE ENCOURAGED TO INCORPORATE WILDFIRE FUEL BREAKS PROVISIONS AS RECOMMENDED BY THE COLORADO STATE FOREST SERVICE AND ILLUSTRATED THROUGH PUBLICATIONS AVAILABLE THROUGH THE STATE FOREST SERVICE.
17. THIS PLAT IS REGULATED BY A P.U.D. DEVELOPMENT PLAN AS RECORDED UNDER RECEPTION NO. 217032585 AND P.U.D. DEVELOPMENT GUIDELINES AS RECORDED UNDER RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY.
18. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY DEPARTMENT OF TRANSPORTATION AND UNITED STATES POSTAL SERVICE REGULATIONS.
19. FIRE PROTECTION IS BY DONALD WESCOTT FIRE PROTECTION DISTRICT AND BLACK FOREST FIRE PROTECTION DISTRICT.
20. THE FLYING HORSE NORTH HOMEOWNER'S ASSOCIATION SHALL MAINTAIN ALL IMPROVEMENTS LYING WITHIN MEDIANS, ISLANDS AND SIMILAR AREAS LYING WITHIN THE PLATTED RIGHT OF WAY.
21. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-6-508, C.R.S.
22. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OR RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND TITLE OF RECORD, CLASSIC CONSULTING ENGINEERS AND SURVEYORS AND THE SURVEYOR OF RECORD RELIED UPON THE TITLE COMMITMENT ORDER NUMBER 171882-AMENDMENT NO. 1 ISSUED BY CAPSTONE TITLE DATED SEPTEMBER 6, 2017 AT 5:00 P.M.
23. THE SUBDIVIDERS AGREE ON BEHALF OF HIM/HERSELF AND ANY DEVELOPER OR BUILDER SUCCESSORS AND ASSIGNS THAT SUBDIVIDER AND/OR SAID SUCCESSORS AND ASSIGNS SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE COUNTYWIDE TRANSPORTATION IMPROVEMENT FEE RESOLUTION (RESOLUTION 12-382), AS AMENDED, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS. THE FEE OBLIGATION, IF NOT PAID AT FINAL PLAT RECORDING, SHALL BE DOCUMENTED ON ALL SALES DOCUMENTS AND ON PLAT NOTES TO ENSURE THAT A TITLE SEARCH WOULD FIND THE FEE OBLIGATION BEFORE SALE OF THE PROPERTY.
24. A DRIVEWAY PERMIT IS REQUIRED TO BE APPLIED FOR AND APPROVED BY EL PASO COUNTY DEVELOPMENT SERVICES DEPARTMENT PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY.
25. THERE SHALL BE NO DIRECT LOT ACCESS TO STATE HIGHWAY 63 OR BLACK FOREST ROAD.
26. APPROVAL OF THIS PLAT HEREBY VACATES AND RELEASES ANY RIGHTS EL PASO COUNTY MAY HAVE ACQUIRED OR BE ENTITLED TO IN THE 30 FEET ON EACH OF THE SECTION LINES RECORDED IN ROAD BOOK A AT PAGE 78 AND BOOK 571 AT PAGE 55, AS THEY MAY AFFECT THIS PLAT.

EXHIBIT B

FLYING HORSE NORTH FILING NO. 1
1096.11
NOVEMBER 21, 2017
SHEET 2 OF 10



616 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903

(719) 785-0790
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PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED

NO.	REVISION	DATE

TRACT TABLE		
TRACT NO.	USE	OWNER
A AND C	OPEN SPACE	HOA
B, E, F, H, I AND J	DRAINAGE AND OPEN SPACE	HOA
D AND G	FUTURE RIGHT OF WAY	EPC
K	MAINTENANCE BUILDING	OWNER OF RECORD
L	CLUB HOUSE	OWNER OF RECORD
M, N	SIGN	HOA
O, P, Q, R, S, T	GOLF COURSE	OWNER OF RECORD
OWNERSHIP OFF ALL TRACTS TO BE CONVEYED BY SEPARATE INSTRUMENT		

PCDD FILE NO.: _____

300 150 0 300 600
SCALE: 1" = 300'