

**PRIVATE GROUNDWATER INFILTRATION FACILITY
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE GROUNDWATER INFILTRATION FACILITY MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between Upper Black Squirrel Creek Groundwater Management District, ACM ALF VIII JV Sub II LLC (Developer), and Waterbury Metropolitan District No. 1 (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, the Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as Waterbury Filing 1; and

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

C. WHEREAS, Developer desires to plat and develop on the Subject Property a Subdivision to be known as Waterbury Filing No. 1 (the Development); and

D. WHEREAS, the development of the Subject Property will collect Groundwater from the Property; therefore, it is in the best interest of the public health, safety and welfare for the Upper Black Squirrel Creek Groundwater Management District to condition approval of this Development on Developer’s promise to construct adequate Groundwater infiltration facilities for the Development; and

E. WHEREAS, the Upper Black Squirrel Creek Groundwater Management District, requires the construction and maintenance of Groundwater Infiltration Facilities adequate to maintain recharge any captured groundwater back into the ground in the Upper Black Squirrel Creek Groundwater Management District, to restrict any captured groundwater from being discharged downstream, and further requires that developers enter into maintenance agreements and easements with the Upper Black Squirrel Creek Groundwater Management District for such Groundwater Infiltration Facilities; and

F. WHEREAS, Developer desires to construct and preserve the Groundwater Infiltration Facilities on property as set forth on Exhibit B attached hereto and incorporated herein by this reference (the Groundwater Infiltration Facilities Area); and

G. WHEREAS, Developer shall be charged with the duty of constructing and preserving the Groundwater Infiltration Facilities and, upon completion of the construction and transfer of property to the Metro District, the Metro District shall be charged with the duties of operating, maintaining and repairing the Groundwater Infiltration Facilities and any appurtenant improvements on the property described in Exhibit B; and

H. WHEREAS, the Upper Black Squirrell Creek Groundwater Management District, in order to protect the public health, safety and welfare, desires the means to access, construct, maintain, and repair the Groundwater Infiltration Facilities and to recover its costs incurred in connection therewith in the event the Developer or District fails to meet their obligations to do the same; and

I. WHEREAS, the Upper Black Squirrell Creek Groundwater Management District conditions approval of this Development on the Developer's promise to construct and preserve the Groundwater Infiltration Facilities as applicable, and further conditions approval on the Metro District's promise to clean, maintain and repair the Groundwater Facilities, and on the Metro District's promise to reimburse the Upper Black Squirrell Creek Groundwater Management District in the event the burden falls upon the Upper Black Squirrell Creek Groundwater Management District to construct, clean, maintain or repair the Groundwater Infiltration Facilities serving this Development; and

J. WHEREAS, the Upper Black Squirrell Creek Groundwater Management District, in order to secure performance of the promises contained herein, conditions approval of this Development upon Developer's grant herein of a perpetual Easement over the Groundwater Infiltration Facilities Area as described in Exhibit B for the purpose of allowing the Metro District access to construct, upgrade, clean, maintain and/or repair the Groundwater Infiltration Facilities, and allowing the Upper Black Squirrell Creek Groundwater Management District to periodically access and inspect the Groundwater Infiltration Facilities and, when necessary, to construct, clean, maintain or repair the Groundwater Facilities; and

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

Agreement

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

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

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

3. Construction: Developer shall construct the following Groundwater Infiltration Facilities on the Groundwater Infiltration Facilities Area described in Exhibit B: channel grading and culverts and appurtenant improvements in accordance with construction drawings titled "Waterbury Filing No. 1 Construction Set", dated _____ 2026. Developer shall not commence

construction of the Groundwater Infiltration Facilities until the County has approved in writing the plans and specifications for the Groundwater Infiltration Facilities and this Agreement has been signed by all Parties and returned to the Planning and Community Development Department. Developer shall complete construction of the Groundwater Infiltration Facilities in substantial compliance with the County-approved plans and specifications for the Groundwater Infiltration Facilities and shall provide certification from a Colorado registered Professional Engineer that the Groundwater Infiltration Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the Groundwater Infiltration Facilities shall be substantially completed within one (1) year (defined as 365 days), which one-year period will commence to run on the date the Erosion and Groundwater Quality Control Permit (ESQCP) and associated Construction Permit are issued.

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

4. Maintenance of Groundwater Infiltration Facilities: The Developer and the Metro District agree for themselves and their respective successors and assigns that they will regularly and routinely inspect, clean and maintain the Groundwater Infiltration Facilities and properly manage the grasses, and other vegetation in the Groundwater Facility Area in compliance with the “Routine Maintenance Activities” specified in Exhibit C, attached hereto and incorporated herein by this reference, 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 Groundwater Infiltration Facilities shall be planted or allowed to grow within or adjacent to the Groundwater Facilities.

5. Creation of Easements: Developer hereby grants the Upper Black Squirrell Creek Groundwater Management District and the Metro District a non-exclusive perpetual easement upon and across the property described in Exhibit B. The purpose of the easement is to allow the Upper Black Squirrell Creek Groundwater Management District and the Metro District to access, inspect, clean, repair and maintain the Groundwater Infiltration Facilities and to allow the Metro District to access and maintain; however, the creation of the easement does not expressly or implicitly impose on the Upper Black Squirrell Creek Groundwater Management District a duty to so inspect, clean, repair or maintain the Groundwater Infiltration Facilities or any appurtenant improvements.

6. Upper Black Squirrell Creek Groundwater Management District’s Rights and Obligations: Any time the Upper Black Squirrell Creek Groundwater Management District determines, in the sole exercise of its discretion, that the Groundwater Infiltration Facilities have

not been properly cleaned, maintained, or otherwise kept in good repair, the Upper Black Squirrel Creek Groundwater Management District shall give reasonable notice of such to the responsible Party and its successors and assigns. The notice shall provide a reasonable time to correct the problems. Should the responsible Parties fail to correct the specified problems, the Upper Black Squirrel Creek Groundwater Management District may enter upon the properties described in Exhibit B to perform the needed work and shall have the right to seek reimbursement from the responsible Parties for its actual costs and expenses in performing the work. Notice shall be effective to the above by the Upper Black Squirrel Creek Groundwater Management District'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 Upper Black Squirrel Creek Groundwater Management District a duty to inspect, construct, clean, repair or maintain the Groundwater Facilities.

7. Actual Costs and Expenses: The Developer and the Metro District agree and covenant, for themselves and their successors and assigns, that they will reimburse the Upper Black Squirrel Creek Groundwater Management District for its actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, or repairing the Groundwater Infiltration Facilities.

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

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

- a. Conveyance of all applicable tracts identified on the Waterbury Filing No. 1 Final Plat from Developer to the Metro District (which will include a reservation of easement in favor of the Upper Black Squirrel Creek Groundwater Management District for purposes of accessing, inspecting, cleaning, maintaining, and repairing the Groundwater Facilities), and recording of the Deed for the same; and
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the Groundwater Facilities.

The Upper Black Squirrel Creek Groundwater Management District 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 Upper Black Squirrel Creek Groundwater Management District's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

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

10. Subject to Annual Appropriation: The Metro District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Metro District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Upper Black Squirrel Creek Groundwater Management District and the Developer expressly understands and agrees that the Metro District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Metro District Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Metro District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Metro District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Metro District funds. The Metro District's obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement.

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

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other

proceeding against the Upper Black Squirrell Creek Groundwater Management District, the Developer, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the Groundwater Infiltration Facilities be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The Upper Black Squirrell Creek Groundwater Management District 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 Upper Black Squirrell Creek Groundwater Management District be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the Upper Black Squirrell Creek Groundwater Management District, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

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

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IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 26th day of June, 2026, by:

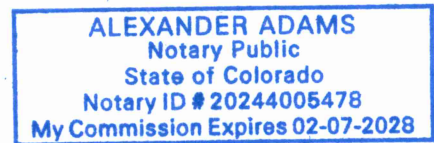
ACM ALF VIII JV Sub II LLC

By: 
Andrew R. Klein, Authorized Representative

The foregoing instrument was acknowledged before me this 26 day of June, 2026, by Andrew R. Klein as Authorized Representative for ACM ALF VIII JV Sub II LLC.


Witness my hand and official seal.
My commission expires: 02/07/2028





Notary Public

Executed this 26th day of June, 2026, by: Waterbury Metropolitan District No. 1

By: 
Jason Pock, Director

The foregoing instrument was acknowledged before me this 26 day of June, 2026, by Jason Pock as Director for Waterbury Metropolitan District No. 1.

Witness my hand and official seal.
My commission expires: 02/07/2028



Notary Public

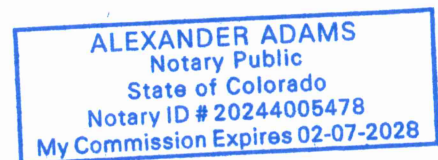


EXHIBIT A

WATERBURY FILING1

A PARCEL OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 28, A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT EACH END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND ASSUMED TO BEAR S89°47'04"E A DISTANCE OF 5,285.07 FEET.

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 15 AS PLATTED IN 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 206712416, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF STAPLETON DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 212064636; THENCE N01°31'24"E, ON THE EASTERLY BOUNDARY OF SAID LOT 15 AND THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.63 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STAPLETON ROAD SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE EASTERLY BOUNDARY OF SAID 4 WAY RANCH FILING NO. 1, THE FOLLOWING TWELVE (12) COURSES;

1. N01°31'24"E, A DISTANCE OF 230.23 FEET;
2. N01°58'45"E, A DISTANCE OF 267.96 FEET;
3. N38°56'07"E, A DISTANCE OF 145.18 FEET;
4. N28°06'29"W, A DISTANCE OF 415.84 FEET;
5. N40°37'02"W, A DISTANCE OF 70.00 FEET TO A POINT ON CURVE;
6. ON THE ARC OF CURVE TO THE LEFT WHOSE CENTER BEARS S40°37'02"E, HAVING A DELTA OF 02°07'07", A RADIUS OF 1,135.00 FEET, A DISTANCE OF 41.97 FEET TO A POINT ON CURVE;
7. N44°30'10"W, A DISTANCE OF 104.01 FEET TO A POINT OF CURVE;
8. ON THE ARC OF CURVE TO THE RIGHT, HAVING A DELTA OF 21°00'17", A RADIUS OF 565.00 FEET, A DISTANCE OF 207.13 FEET TO A POINT OF TANGENT;
9. N23°29'53"W, A DISTANCE OF 586.57 FEET TO A POINT OF CURVE;

10. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 41°24'35", A RADIUS OF 40.00 FEET AND A DISTANCE OF 28.91 FEET TO A POINT OF REVERSE CURVE;

11. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 98°17'54", A RADIUS OF 60.00 FEET, A DISTANCE OF 102.94 FEET TO A POINT ON CURVE;

12. N09°36'47"E, A DISTANCE OF 181.35 FEET;

THENCE S84°51'41"E, A DISTANCE OF 156.95 FEET, THENCE N81°05'30"E, A DISTANCE OF 114.50 FEET; THENCE N08°54'30"W, A DISTANCE OF 13.30 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 00°22'06", A RADIUS OF 475.00 FEET, A DISTANCE OF 3.05 FEET TO A POINT ON CURVE; THENCE N80°43'23"E, A DISTANCE OF 50.00 FEET; THENCE S88°55'30"E, A DISTANCE OF 118.82 FEET; THENCE S09°08'33"E, A DISTANCE OF 24.43 FEET; THENCE N89°59'53"E, A DISTANCE OF 125.65 FEET TO A POINT ON CURVE, THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N89°59'53"E, HAVING A DELTA OF 01°10'07", A RADIUS OF 225.00 FEET, A DISTANCE OF 4.59 FEET TO A POINT OF TANGENT; THENCE N01°10'00"E, A DISTANCE OF 22.47 FEET, THENCE S88°50'00"E, A DISTANCE OF 50.00 FEET; THENCE N89°55'04"E, A DISTANCE OF 152.16 FEET; THENCE N00°04'56"W, A DISTANCE OF 30.14 FEET; THENCE S88°15'00"E, A DISTANCE OF 201.01 FEET; THENCE S01°45'00"W, A DISTANCE OF 27.39 FEET; THENCE S88°35'57"E, A DISTANCE OF 70.97 FEET; THENCE N68°36'47"E, A DISTANCE OF 62.85 FEET; THENCE N65°20'20"E, A DISTANCE OF 62.85 FEET; THENCE N62°03'54"E, A DISTANCE OF 62.85 FEET; THENCE N58°57'56"E, A DISTANCE OF 65.28 FEET; THENCE S32°58'22"E, A DISTANCE OF 124.73 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N32°58'22"W, HAVING A DELTA OF 08°00'18", A RADIUS OF 1,225.00 FEET, A DISTANCE OF 171.15 FEET TO A POINT ON CURVE; THENCE S41°02'14"E, A DISTANCE OF 144.45 FEET; THENCE S34°05'25"E, A DISTANCE OF 72.65 FEET; THENCE S30°56'30"E, A DISTANCE OF 81.87 FEET; THENCE S21°08'32"E, A DISTANCE OF 89.56 FEET; THENCE S19°08'47"E, A DISTANCE OF 73.79 FEET; THENCE S03°18'02"W, A DISTANCE OF 205.74 FEET; THENCE S17°29'03"E, A DISTANCE OF 124.83 FEET; THENCE S16°09'50"E, A DISTANCE OF 50.00 FEET; THENCE S16°07'17"E, A DISTANCE OF 73.88 FEET; THENCE S27°50'37"E, A DISTANCE OF 65.16 FEET; THENCE S25°07'25"E, A DISTANCE OF 66.02 FEET; THENCE S22°21'31"E, A DISTANCE OF 66.20 FEET; THENCE S19°54'11"E, A DISTANCE OF 51.22 FEET; THENCE S16°26'35"E, A DISTANCE OF 114.20 FEET; THENCE S21°00'38"E, A DISTANCE OF 85.08 FEET TO A POINT ON THE BOUNDARY LINE OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED UNDER RECEPTION NUMBER 214007733, RECORDS OF EL PASO COUNTY, COLORADO; THENCE S00°00'00"E ON SAID BOUNDARY LINE, A DISTANCE OF 472.54 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STAPLETON DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 212064636; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S00°23'33"W, HAVING A DELTA OF 26°14'01", A RADIUS OF 1,405.00 FEET, A DISTANCE OF 643.30 FEET TO A POINT OF TANGENT,
2. S64°09'32"W, A DISTANCE OF 777.32 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,694,934 SQUARE FEET OR 61.867 ACRES.



EXHIBIT B

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SAID SECTION 28, BEING MONUMENTED AT EACH END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND ASSUMED TO BEAR S89°47'04"E, A DISTANCE OF 5,285.07 FEET.

EASEMENT NO. 3

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE S02°57'46"E, A DISTANCE OF 3,337.73 FEET TO THE POINT OF BEGINNING; THENCE S84°07'01"E, A DISTANCE OF 223.34 FEET; THENCE S87°26'34"E, A DISTANCE OF 63.00 FEET; THENCE S71°11'29"E, A DISTANCE OF 45.82 FEET; THENCE S41°52'53"E, A DISTANCE OF 75.23 FEET; THENCE S74°50'57"E, A DISTANCE OF 62.49 FEET; THENCE N67°40'48"E, A DISTANCE OF 371.53 FEET; THENCE S44°11'17"E A DISTANCE OF 147.36; THENCE N43°58'27"E A DISTANCE OF 80.21 FEET; THENCE S47°22'50"E A DISTANCE OF 145.02 FEET; THENCE N44°19'19"E A DISTANCE OF 22.14 FEET; THENCE S81°05'02"E A DISTANCE OF 190.87 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N78°37'57"E, HAVING A DELTA OF 116°05'55", A RADIUS OF 55.00 FEET A DISTANCE OF 111.45 FEET TO A POINT ON CURVE; THENCE S00°26'19"E A DISTANCE OF 103.59 FEET; THENCE N89°33'41"E A DISTANCE OF 65.00 FEET; THENCE S00°26'19"E A DISTANCE OF 152.50 FEET; THENCE S48°19'16"E A DISTANCE OF 96.59 FEET; THENCE N89°32'58"E A DISTANCE OF 53.92 FEET; THENCE S00°27'02"E, A DISTANCE OF 345.12 FEET; THENCE S89°34'31"W, A DISTANCE OF 190.82 FEET; THENCE S13°38'53"W, A DISTANCE OF 3.14 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 46°12'58", A RADIUS OF 86.00 FEET, A DISTANCE OF 69.37 FEET TO A POINT OF TANGENT; THENCE S59°51'51"W, A DISTANCE OF 42.97 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 79°02'13", A RADIUS OF 20.00 FEET A DISTANCE OF 27.59 FEET TO A POINT OF TANGENT; THENCE S19°10'22"E A DISTANCE OF 109.24 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 28°28'21", A RADIUS OF 20.00 FEET A DISTANCE OF 9.94 FEET TO A POINT OF TANGENT; THENCE S47°38'44"E A DISTANCE OF 225.96 FEET; THENCE S73°16'59"E A DISTANCE OF 83.70 FEET; THENCE N44°58'19"E A DISTANCE OF 148.45 FEET; THENCE S45°01'41"E A DISTANCE OF 104.00 FEET; THENCE S44°58'19"W A DISTANCE OF 144.85 FEET; THENCE S64°59'02"E A DISTANCE OF 23.80 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 18°36'46", A RADIUS OF 20.00 FEET A DISTANCE OF 6.50 FEET TO A POINT OF TANGENT; THENCE S83°35'47"E A DISTANCE OF 150.10 FEET; THENCE N47°33'57"E A DISTANCE OF 193.25 FEET; THENCE N86°51'25"E A DISTANCE OF 167.64 FEET; THENCE S24°23'26"E A DISTANCE OF 50.77 FEET; THENCE S17°37'46"E A DISTANCE OF 294.28 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 208025323 OF THE RECORDS OF SAID EL PASO COUNTY;



THENCE ON SAID NORTHERLY BOUNDARY THE FOLLOWING SIXTEEN (16) COURSES:

1. N90°00'00"W, A DISTANCE OF 36.51 FEET;
2. S81°21'20"W, A DISTANCE OF 79.00 FEET;
3. S69°17'32"W, A DISTANCE OF 67.16 FEET;
4. S62°43'20"W, A DISTANCE OF 59.22 FEET;
5. S80°50'46"W, A DISTANCE OF 53.31 FEET;
6. N72°21'55"W, A DISTANCE OF 39.19 FEET;
7. N65°00'13"W, A DISTANCE OF 28.10 FEET;
8. N80°32'47"W, A DISTANCE OF 61.96 FEET;
9. N88°09'15"W, A DISTANCE OF 52.66 FEET;
10. S82°46'11"W, A DISTANCE OF 108.65 FEET;
11. N61°19'38"W, A DISTANCE OF 141.06 FEET;
12. N80°48'35"W, A DISTANCE OF 101.84 FEET;
13. N64°09'57"W, A DISTANCE OF 94.87 FEET;
14. N47°17'41"W, A DISTANCE OF 86.33 FEET;
15. N33°21'54"W, A DISTANCE OF 38.41 FEET;
16. S00°00'00"E, A DISTANCE OF 472.53 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STAPLETON DRIVE;

THENCE N19°11'11"W A DISTANCE OF 75.54 FEET; THENCE N48°10'00"W A DISTANCE OF 39.62 FEET; THENCE N41°45'56"E A DISTANCE OF 10.02 FEET; THENCE S48°07'44"E A DISTANCE OF 37.15 FEET; THENCE N00°00'00"E A DISTANCE OF 104.03 FEET; THENCE N90°00'00"W A DISTANCE OF 32.25 FEET; THENCE N00°00'00"E A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E A DISTANCE OF 32.25 FEET; THENCE N00°00'00"E A DISTANCE OF 40.82 FEET; THENCE S90°00'00"W A DISTANCE OF 32.24 FEET; THENCE N00°04'28"W A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E A DISTANCE OF 32.25 FEET; THENCE N00°00'00"E A DISTANCE OF 38.31 FEET; THENCE N90°00'00"W A DISTANCE OF 76.09 FEET; THENCE N03°30'47"W A DISTANCE OF 10.02 FEET; THENCE N90°00'00"E A DISTANCE OF 91.65 FEET; THENCE N00°00'47"W A DISTANCE OF 137.46 FEET; THENCE N56°21'42"W A DISTANCE OF 54.38 FEET; THENCE S76°54'43"W A DISTANCE OF 86.50 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S79°41'47"W, HAVING A DELTA OF 11°30'28", A RADIUS OF 1,250.00 FEET A DISTANCE OF 251.06 FEET TO A POINT ON CURVE; THENCE N67°18'17"E A DISTANCE OF 119.72 FEET; THENCE N22°28'23"E A DISTANCE OF 7.09 FEET; THENCE N22°21'31"W A DISTANCE OF 38.57 FEET; THENCE N25°07'25"W A DISTANCE OF 66.02 FEET; THENCE N27°50'37"W A DISTANCE OF 65.16 FEET, THENCE N16°07'17"W A DISTANCE OF 73.88 FEET; THENCE N16°09'50"W A DISTANCE OF 50.00 FEET; THENCE N17°29'03"W A DISTANCE OF 124.83 FEET; THENCE N03°18'02"E, A DISTANCE OF 205.74 FEET; THENCE N19°08'47"W A DISTANCE OF 73.79 FEET; THENCE N21°08'32"W A DISTANCE OF 89.56 FEET; THENCE N30°56'30", A DISTANCE OF 81.87 FEET; THENCE N34°05'25"W A DISTANCE OF 72.65 FEET; THENCE N41°02'14"W A DISTANCE OF 144.45 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N40°58'40"W, HAVING A DELTA OF 08°00'18", A RADIUS OF 1,225.00 FEET, A DISTANCE OF 171.15 FEET TO A POINT ON CURVE; THENCE N32°58'22"W A DISTANCE OF 124.73 FEET; THENCE S58°57'56"W A DISTANCE OF 65.28 FEET; THENCE S62°03'54"W A DISTANCE OF 62.85 FEET; THENCE S65°20'20"W A DISTANCE OF 62.85 FEET; THENCE S68°36'47"W A DISTANCE OF 62.85 FEET;



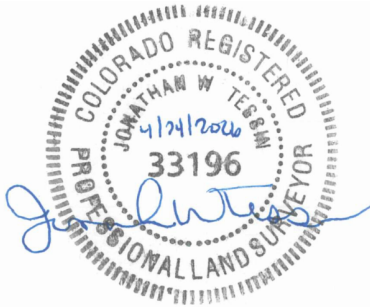
April 19, 2026
Job No. 2117-01
Page 3 of 6

THENCE N88°35'57"W A DISTANCE OF 70.92 FEET; THENCE N00°21'55"E A DISTANCE OF 132.98 FEET; THENCE N83°07'18"W A DISTANCE OF 22.85 FEET; THENCE S46°16'35"W A DISTANCE OF 59.47 FEET; THENCE S72°34'31"W A DISTANCE OF 64.44 FEET; THENCE N71°47'57"W A DISTANCE OF 205.75; THENCE N23°23'58"E A DISTANCE OF 63.18 FEET; FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 808,370 SQUARE FEET OR 18.558 ACRES, MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

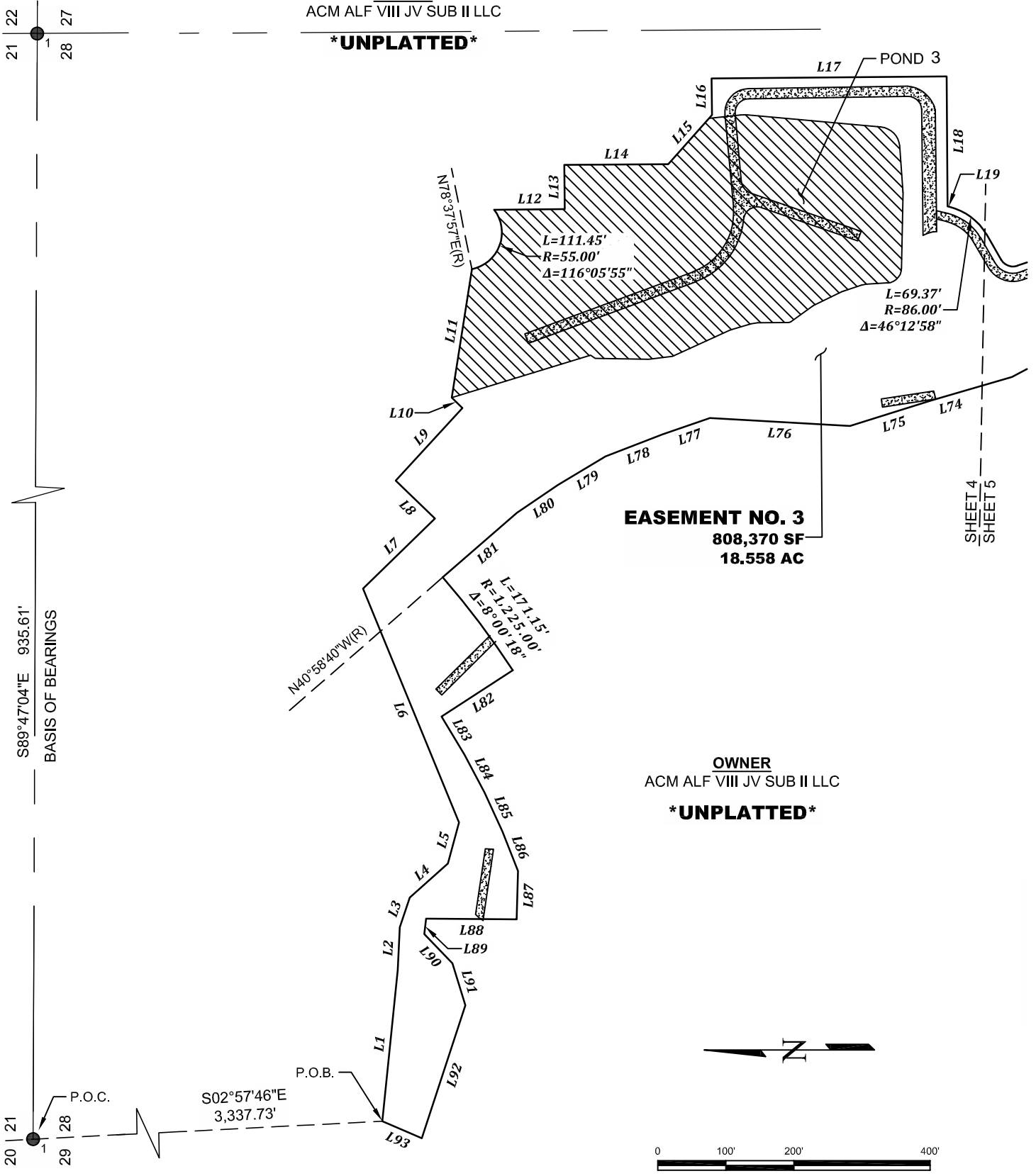


JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT C

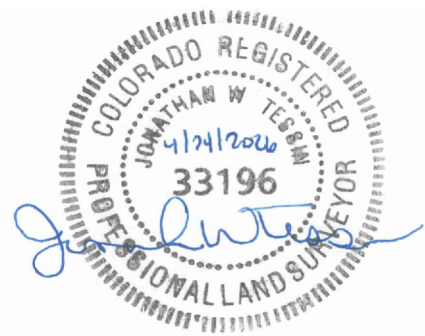
OWNER
ACM ALF VIII JV SUB II LLC

UNPLATTED



LEGEND:

- 1 FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
- * AREA NOT INCLUDED IN THIS SURVEY
- P.O.C POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- ROAD ACCESS
- POND AREA

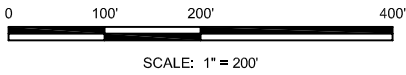
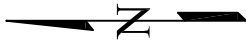
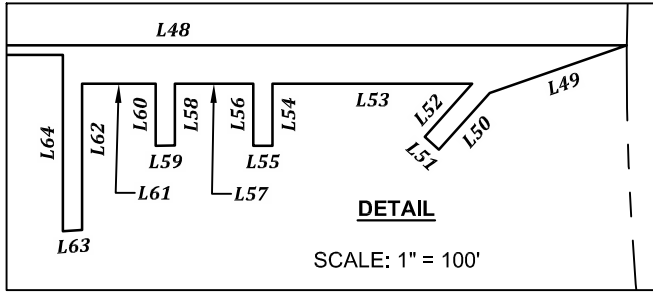


THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
 926 Elkton Dr. Colorado Springs, CO 80907 (719) 576-1216
 4732 Eagleridge Circle Pueblo, CO 81008 (719) 545-6240
 4-20-2026 DRAINAGE EASEMENT
 JOB NO. 2117-00 SHEET 4 OF 6

EXHIBIT C



OWNER
ACM ALF VIII JV SUB II LLC
UNPLATTED

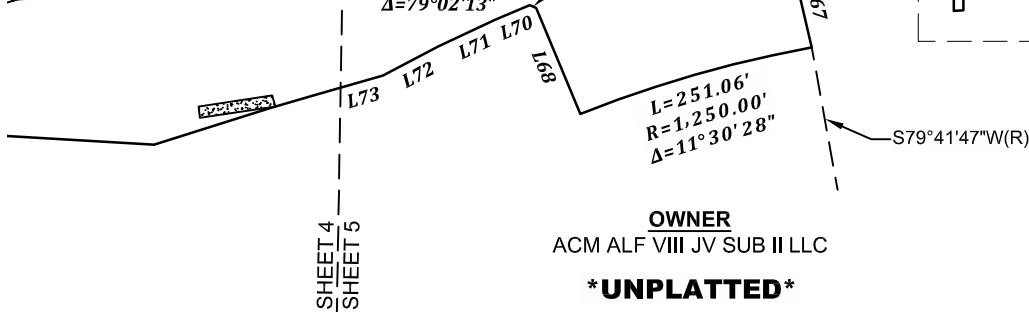
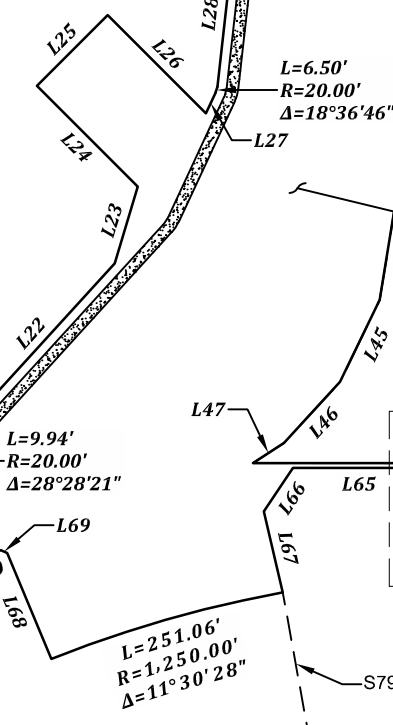
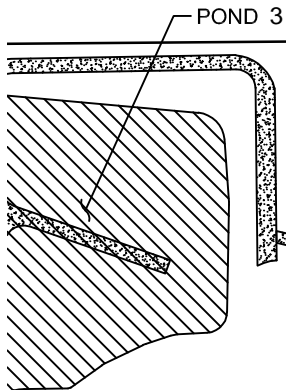
REC. NO.
208025323

OWNER
ACM ALF VIII JV SUB II LLC
UNPLATTED

EASEMENT NO. 3
808,370 SF
18.558 AC

SEE DETAIL

STAPLETON DRIVE
(130' R.O.W.)
REC. NO. 212064636



OWNER
ACM ALF VIII JV SUB II LLC
UNPLATTED

LEGEND:

- FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
- * AREA NOT INCLUDED IN THIS SURVEY
- P.O.C POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- ROAD ACCESS



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Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
4-20-2026 JOB NO. 2117-00
DRAINAGE EASEMENT 3 SHEET 5 OF 6

EXHIBIT C LINE TABLE

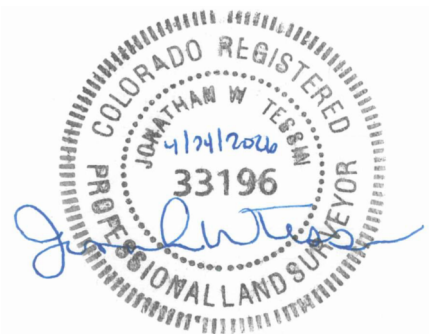
LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L1	S84°07'01"E	223.34'
L2	S87°26'34"E	63.00'
L3	S71°11'29"E	45.82'
L4	S41°52'53"E	75.23'
L5	S74°50'57"E	62.49'
L6	N67°40'48"E	371.53'
L7	S44°11'17"E	147.36'
L8	N43°58'27"E	80.21'
L9	S47°22'50"E	145.02'
L10	N44°19'19"E	22.14'
L11	S81°05'02"E	190.87'
L12	S00°26'19"E	103.59'
L13	N89°33'41"E	65.00'
L14	S00°26'19"E	152.50'
L15	S48°19'16"E	96.59'
L16	N89°32'58"E	53.92'
L17	S00°27'02"E	345.12'
L18	S89°34'31"W	190.82'
L19	S13°38'53"W	3.14'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L20	S59°51'51"W	42.97'
L21	S19°10'22"E	109.24'
L22	S47°38'44"E	225.96'
L23	S73°16'59"E	83.70'
L24	N44°58'19"E	148.45'
L25	S45°01'41"E	104.00'
L26	S44°58'19"W	144.85'
L27	S64°59'02"E	23.80'
L28	S83°35'47"E	150.10'
L29	N47°33'57"E	193.25'
L30	N86°51'25"E	167.64'
L31	S24°23'26"E	50.77'
L32	S17°37'46"E	294.28'
L33	N90°00'00"W	36.51'
L34	S81°21'20"W	79.00'
L35	S69°17'32"W	67.16'
L36	S62°43'20"W	59.22'
L37	S80°50'46"W	53.31'
L38	N72°21'55"W	39.19'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L39	N65°00'13"W	28.10'
L40	N80°32'47"W	61.96'
L41	N88°09'15"W	52.66'
L42	S82°46'11"W	108.65'
L43	N61°19'38"W	141.06'
L44	N80°48'35"W	101.84'
L45	N64°09'57"W	94.87'
L46	N47°17'41"W	86.33'
L47	N33°21'54"W	38.41'
L48	S00°00'00"E	472.53'
L49	N19°11'11"W	75.54'
L50	N48°10'00"W	39.62'
L51	N41°45'56"E	10.02'
L52	S48°07'44"E	37.15'
L53	N00°00'00"E	104.03'
L54	N90°00'00"W	32.25'
L55	N00°00'00"E	10.00'
L56	N90°00'00"E	32.25'
L57	N00°00'00"E	40.82'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L58	S90°00'00"W	32.24'
L59	N00°04'28"W	10.00'
L60	N90°00'00"E	32.25'
L61	N00°00'00"E	38.31'
L62	N90°00'00"W	76.09'
L63	N03°30'47"W	10.02'
L64	N90°00'00"E	91.65'
L65	N00°00'47"W	137.46'
L66	N56°21'42"W	54.38'
L67	S76°54'43"W	86.50'
L68	N67°18'17"E	119.72'
L69	N22°28'23"E	7.09'
L70	N22°21'31"W	38.57'
L71	N25°07'25"W	66.02'
L72	N27°50'37"W	65.16'
L73	N16°07'17"W	73.88'
L74	N16°09'50"W	50.00'
L75	N17°29'03"W	124.83'
L76	N03°18'02"E	205.74'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L77	N19°08'47"W	73.79'
L78	N21°08'32"W	89.56'
L79	N30°56'30"W	81.87'
L80	N34°05'25"W	72.65'
L81	N41°02'14"W	144.45'
L82	N32°58'22"W	124.73'
L83	S58°57'56"W	65.28'
L84	S62°03'54"W	62.85'
L85	S65°20'20"W	62.85'
L86	S68°36'47"W	62.85'
L87	N88°35'57"W	70.92'
L88	N00°21'55"E	132.98'
L89	N83°07'18"W	22.85'
L90	S46°16'35"W	59.47'
L91	S72°34'31"W	64.44'
L92	N71°47'57"W	205.75'
L93	N23°23'58"E	63.18'



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DRAINAGE EASEMENT SHEET 6 OF 6