

# **PUBLIC RIGHT OF WAY LICENSE AGREEMENT**

## **WATERBURY FILING NO. 1**

THIS PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT (“Agreement”), is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Licensor”), and Waterbury Metropolitan District No. 1, c/o WBA, PC, 2154 E. Commons Ave., Suite 2000, Centennial, CO 80122 (“Licensee”). The Licensor and the Licensee may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

### RECITALS

WHEREAS, Licensee plans to develop on the Property legally described in Exhibit A, attached hereto and incorporate herein by reference, a subdivision to be known as Waterbury Filing No. 1; and

WHEREAS, Licensor will own certain rights-of-way to be platted as Saybrook Road, Sandy Neck Way, Sunken Meadow Road, Gilbert Drive, Fish Camp Drive, Muddy Pond, Peconic Place, Masonboro Way, Megansett Way, and Beech Creek Drive within the Property; and

WHEREAS, Licensee wishes to install and maintain Mail Kiosks, Street Lights and Landscaping (the “Improvements”) within the Saybrook Road, Sandy Neck Way, Sunken Meadow Road, Gilbert Drive, Fish Camp Drive, Muddy Pond, Peconic Place, Masonboro Way, Megansett Way, and Beech Creek Drive rights-of-way; and

WHEREAS, Licensee also wishes to install and maintain underdrains (the “Underdrains”) within the Saybrook Road, Sandy Neck Way, Sunken Meadow Road, Gilbert Drive, Fish Camp Drive, Muddy Pond, Peconic Place, Masonboro Way, Megansett Way, and ; and Beech Creek Drive rights-of-way

WHEREAS, Licensor, as a convenience to Licensee, consents to allow Licensee to use portions of its rights-of-way for the purposes of installation, maintenance, repair and replacement of the Underdrains and Improvements; and

WHEREAS, Licensee is required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor’s right-of-way.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Description and Use of the Licensor's Premises: Licensor hereby grants to Licensee a License for the installation, maintenance, repair and replacement of the Improvements and Underdrains within portions of Licensor's rights-of way to be known as Saybrook Road, Sandy Neck Way, Sunken Meadow Road, Gilbert Drive, Fish Camp Drive, Muddy Pond, Peconic Place, Masonboro Way, Megansett Way, and Beech Creek Drive as shown by the shaded areas depicted on Exhibit B, attached hereto and incorporated herein by reference (the "Licensed Premises"). If the Improvements include any lighting fixtures or features, other than streetlights, the use of such lighting must immediately cease upon written direction of the County Engineer and may not resume until written permission is granted. As this Agreement only creates a license, each Party's rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create a real property interest of any kind or nature, or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of Licensee, its employees, agents, servants and invitees for any lawful purposes associated with the maintenance and lawful use of the Improvements and Underdrains. The Improvements and Underdrains shall be owned by Licensee.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue until Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

4. Additional License Terms:

a. Utilities. Licensee is responsible to ensure no damage occurs to existing utility and other installations that may be present on the right of way during installation, construction, maintenance or repair of the Improvements or Underdrains. Licensor reserves the right to issue work in the right of way permits allowing installation of utilities in the Licensor's public right of way. Licensee shall not interfere with these installations, which will take precedence over any Improvements or Underdrains now in place or installed in the future. If any utility installation damages all or any portion of the permitted Improvements or Underdrains within the Licensed Premises, Licensor shall have no liability to Licensee for such damages.

b. Damage. Licensee is responsible for reimbursing Licensor for the repair of any damage to fences, signs, delineators, guardrails, landscape plantings of Licensor, or any other right of way improvements resulting from Licensee's operations. Licensee shall hold Licensor, its elected officials, appointees, officers, and employees free and harmless from all risk of injury or damage to Licensee, property of Licensee, and Licensee's agents, employees, assigns and successors or others which may result from debris, foreign objects, or chemical contamination resulting from normal maintenance activities performed by Licensor. Licensee is responsible for reimbursing Licensor for the repair and re-survey of any damage and disturbance to any survey monuments resulting from activities within the Licensed Premises by Licensee.

c. Licensor's Need for Right of Way. Licensor will not replace or relocate any Improvements or Underdrains placed within the public right of way or the Licensed Premises if Licensor has to remove Improvements or Underdrains, in whole or in part, for any reason including but not limited to safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

d. Work in the Right of Way Permit. Prior to any major construction, operation, and/or landscaping activities within the Licensed Premises, Licensee shall obtain a Work in the Right of Way Permit from the El Paso County Department of Public Works in accordance with the El Paso County Engineering Criteria Manual. A new Work in the Right-of-Way Permit will be required whenever the previous Work in the Right-of-Way Permit has expired or for each new activity in the then current Work in the Right-of-Way Permit.

e. Provision of Utilities. If the Improvements are connected to any utilities, e.g. water or electricity, Licensee shall be responsible for complying with all rules and paying all rates and costs established by the utility providers.

f. Maintenance of Improvements. As the Improvements and Underdrains will be a part of Licensor's public right of way, Licensee is expected to maintain them in an acceptable manner. Upon notice of any deficiency in the Improvements or Underdrains, either: a) by Licensor; or b) by its own observation; or c) by any other means, Licensee shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor to correct the deficiency and to protect the safety of the traveling public. In the event Licensee, for any reason, does not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill Licensee for such work. Licensee shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the right of way and/or the public's health, safety, and welfare.

g. Maintenance of Right of Way. As part of its normal maintenance, repair and snow removal operations, Licensor may drive across or work adjacent to the Licensed Premises. Though Licensor shall take reasonable care when doing so, Licensor shall not be responsible to Licensee for any damage to the Improvements or Underdrains that may occur in the course of maintenance, repair or snow removal operations. Licensor will not provide snow removal within the Licensed Premises. Some snow may be left in front of the Licensed Premises during normal snow removal activities.

h. Natural Disasters. Licensor shall not be liable to Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements or Underdrains. In the event the Licensed Premises are damaged due to a natural disaster, it shall be the sole responsibility and cost of Licensee to return the Licensed Premises and, if it so elects, the Improvements and Underdrains, to their original condition. If Licensee chooses not to replace or repair the Improvements or Underdrains and instead wishes to terminate the License Agreement, the provisions of paragraph 5.b. below apply.

## 5. Termination:

a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the License by Licensee, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. In addition, the El Paso County Engineer shall have the authority to immediately terminate the License on all or part of the Licensed Premises if he or she determines that the public health, safety or welfare is

adversely affected by the License. Upon such termination, Licensor may direct Licensee to remove all or a portion of the Improvements or Underdrains from the Licensed Premises at Licensee's sole expense, and Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensee. Licensee at any time shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensor. Upon termination by Licensee of the License on all or part of the Licensed Premises, and if requested by Licensor, Licensee shall remove the Improvements and Underdrains within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements or Underdrains. If the License is terminated on only a portion of the Licensed Premises, Licensor and Licensee shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

6. Condition of the Licensed Premises, Obligation to Make Repairs, Obligation to Remain in Compliance with Laws: Licensee agrees and understands that it commences its use of the Licensed Premises "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of Licensor's title to the Licensed Premises. It shall be Licensee's sole obligation to maintain and make any necessary repairs to the Improvements, Underdrains, and the Licensed Premises, and to do so in full compliance with the requirements of the El Paso County Department of Public Works and any and all other applicable state, federal, or local laws, regulations, and ordinances. Licensee's obligations under this paragraph include, but are not limited to, obtaining any necessary permits or approvals for the operation and discharge of the Underdrains from the Colorado Division of Water Resources or other applicable agency or court.

7. Indemnification/Hold Harmless: Licensee shall indemnify and hold Licensor and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with, Licensee's, its contractors', agents', or employees' activities on the Licensed Premises, failure to comply with the terms of this Agreement, or failure to maintain the Licensed Premises, Improvements, and Underdrains in a safe and operable condition. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Licensor pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., et seq. or as otherwise provided by law.

8. Assignment: Licensee shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Should Licensor agree to such assignment, Licensor and Licensee hereby expressly agree that the intent of such benefit to said successors in title is not to create an easement in the Licensed Premises, but rather, a License. Licensor and Licensee, both for themselves and for their successors in title,

agree that this License is terminable at the will of Licensor as set forth in Paragraph 5 above. Evidence of any such assignment or termination shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

9. Construction: The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Improvements described herein.

10. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

11. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

12. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party hereto for any breach or other failure to perform this Agreement.

13. Entire Agreement: This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties hereto.

14. Binding: Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of Licensor and Licensee in the event the Licensor agrees to an assignment of the Agreement.

15. Authority: The undersigned hereby acknowledge and represent that they have legal authority to bind the Party for whom they are executing this Agreement.

16. Applicable Law: 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. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

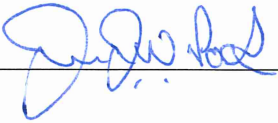
17. Execution: This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

18. Recording: This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.



**LICENSEE:**

Waterbury Metropolitan District No. 1

By: 

Name: Jason J.W. Poole

Title: Director

STATE OF Colorado )

) S.S.

COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 20 day of May,  
2026, by Jason J.W. Poole as Director for Waterbury  
Metropolitan District No. 1

Witness my hand and official seal.

My commission expires: 08-07-2028

SIENA AVERY MAUVAIS Notary Public State of Colorado Notary ID # 20244029563 My Commission Expires 08-07-2028
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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;

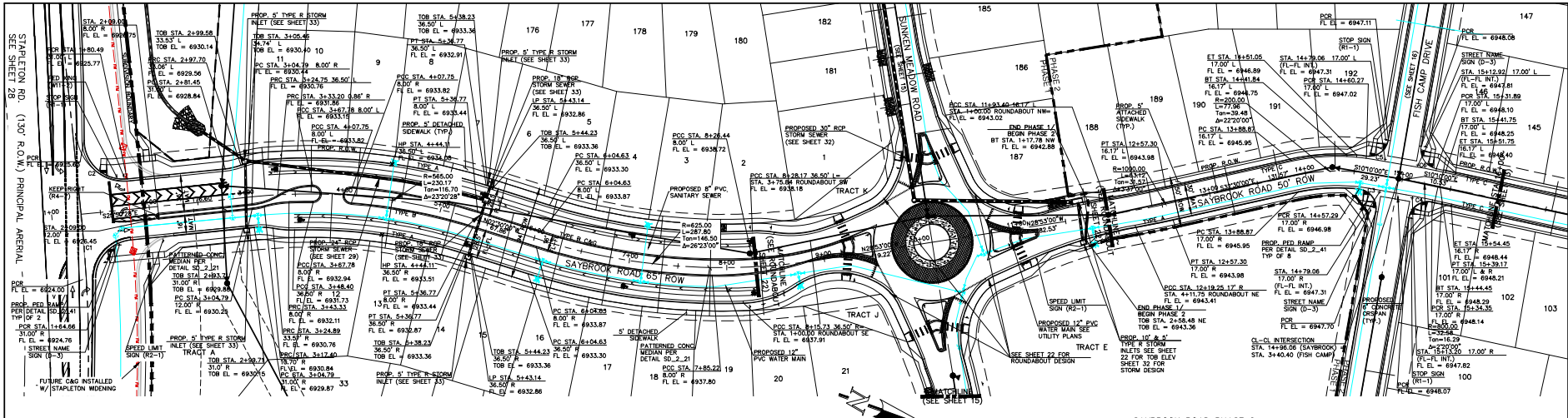
12. N09°36'47"E, A DISTANCE OF 181.35 FEET;

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.



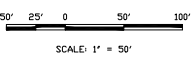


CURB RETURN CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	58.27'	40.00'	93.2017°
C2	66.73'	40.00'	92.5002°
C3	32.37'	20.00'	92.4754°
C4	30.11'	20.00'	91.9477°
C5	35.78'	20.00'	88.0718°
C6	30.19'	20.00'	89.1116°

**SAYBROOK ROAD PHASE 1**  
 STA. 1+00.00 - 8+28.17 = RES. COLLECTOR  
 (DESIGN SPEED 35 MPH)

POSTED SPEED LIMIT  
 IS 30 M.P.H.

SEE APPROVED DEVIATION REQUESTS  
 FOR LEFT AND RIGHT TURN LANES,  
 MEDIAN WITHIN SAYBROOK ROAD AND  
 POSTED SPEED LIMIT REDUCTION.



**SAYBROOK ROAD PHASE 2**  
 STA. 11+94.17 - 16+00.00 = LOCAL  
 (DESIGN SPEED 25 MPH)

POSTED SPEED LIMIT  
 IS 25 M.P.H.

THIS DESIGN WAS PREPARED UNDER MY DIRECT SUPERVISION  
 FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.

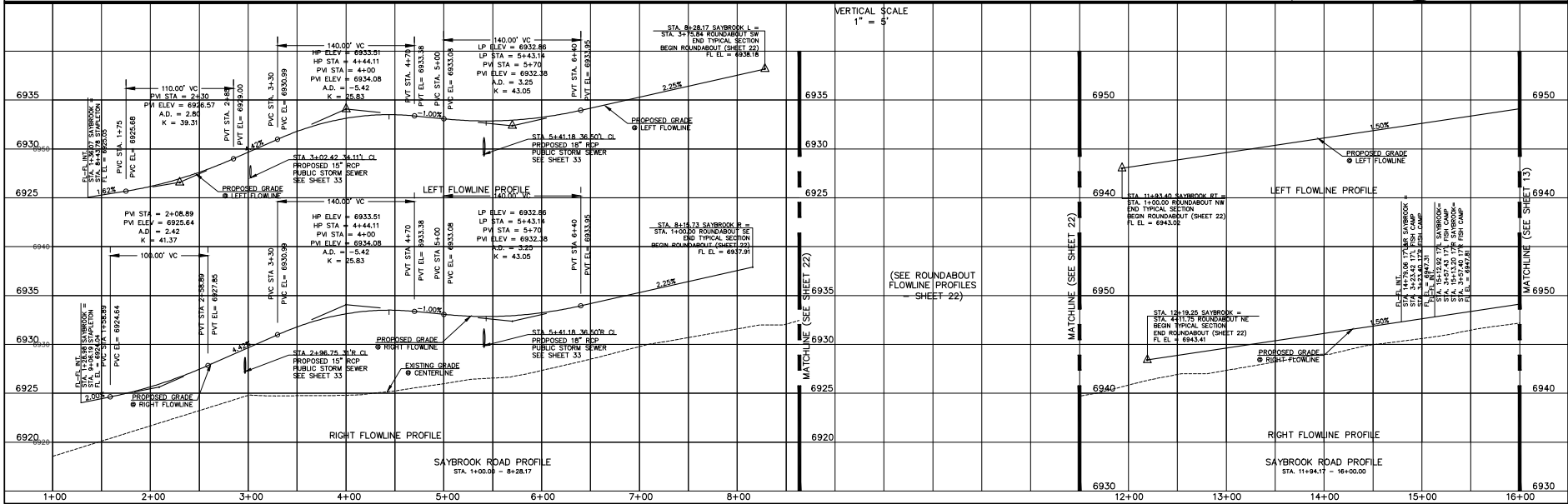
*Quentin N. Arjo*  
 QUENTIN N. ARJO, PROFESSIONAL ENGINEER  
 COLORADO P.E. NO. 37170

REVISIONS

NO.	DATE	DESCRIPTION

UNIT SIGN TIME AS THESE  
 DIMENSIONS ARE APPROXIMATE  
 REMAINING ADDRESS  
 JACOBS SURVEYING AND MAPPING  
 APPROVES THEIR USE ONLY  
 DESIGNATED BY WRITTEN  
 AUTHORIZATION.

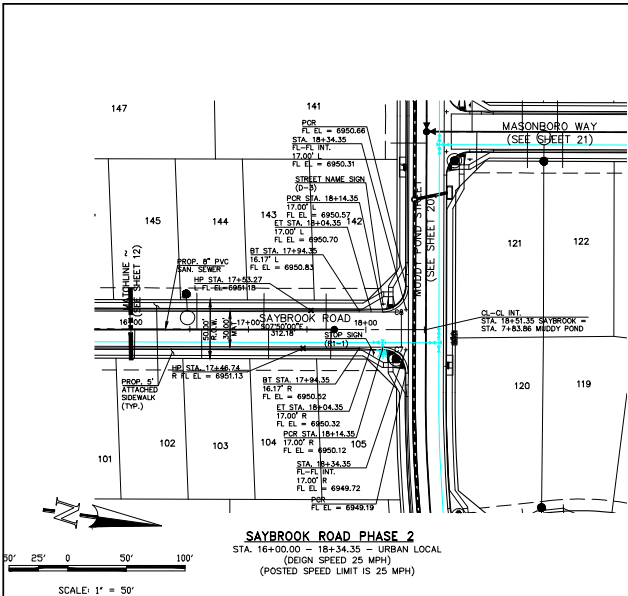
PREPARED FOR:  
**ACM ALF VON SCHUB II LLC**  
**LASON POCK**  
 3350 E CRESCENT PKWY #200,  
 GREENWOOD, CO 80111  
 303-984-9800



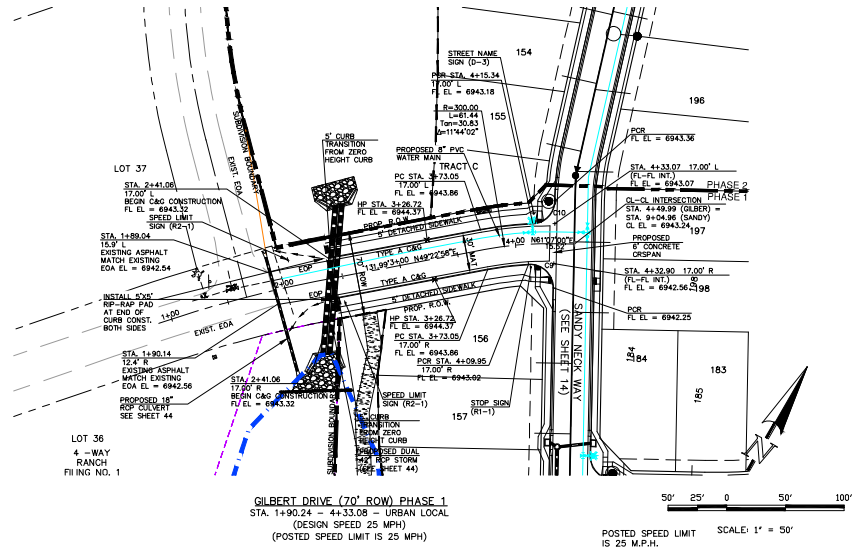
DESIGNED BY ONA  
 DRAWN BY QNA  
 CHECKED BY JS  
 H-SCALE 1"=50'  
 V-SCALE 1"=5'  
 JOB NO. 2356-00  
 DATE ISSUED 4/17/26  
 SHEET NO. 12 OF 58

WATERBURY FILING NO. 1  
 CONSTRUCTION SET  
 STREET PLAN AND PROFILE  
 SAYBROOK ROAD

731 E. MAIN STREET, CO 80002  
 COLORADO PHONE: 303.440.4422  
 0700: 731-632-4422  
 FAX: 731-632-6422  
 WWW.TERRANOVA.COM

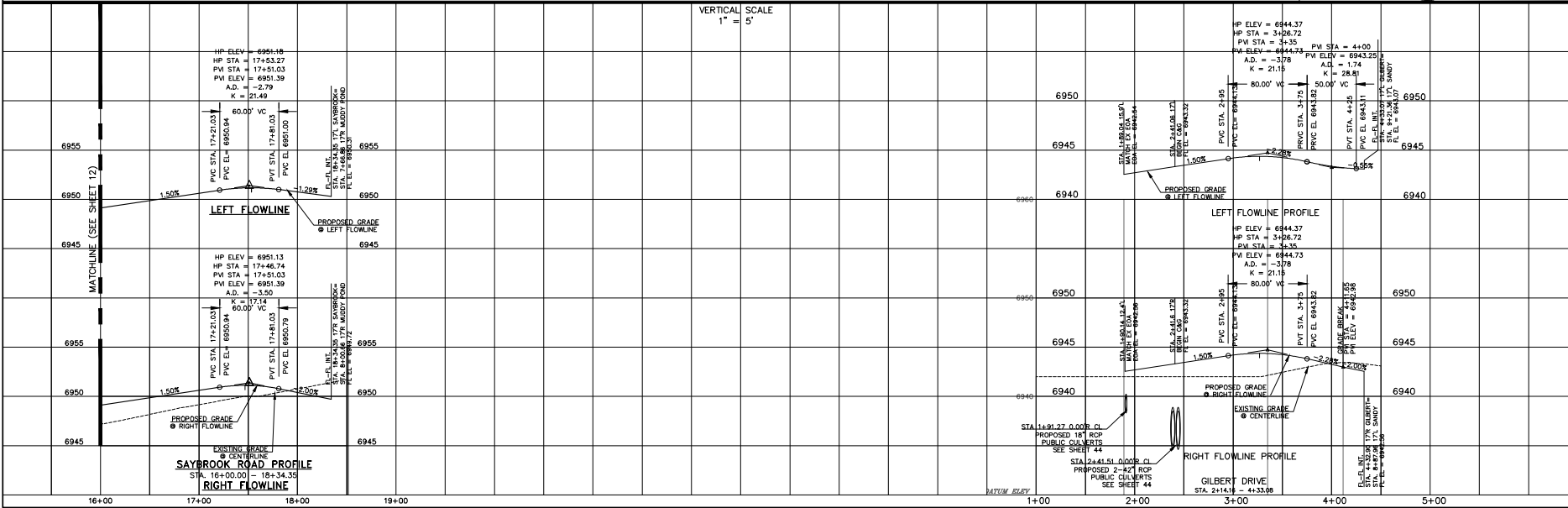


CURB RETURN CURVE TABLE			
CURVE	LENGTH	POSSIBLE	DELTA
C7	31.42	20.00'	90.3000°
C8	31.42	20.00'	90.3000°
C9	33.95'	20.00'	94.4112°
C10	30.14	20.00'	86.2939°



THIS DESIGN WAS PREPARED UNDER MY DIRECT SUPERVISION  
 FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.

*Quentin N. Armas*  
 QUENTIN N. ARMAS, PROFESSIONAL ENGINEER  
 COLORADO P.E. NO. 37170



NO.	DESCRIPTION	DATE

REVISIONS

UNIT SIGNATURE AS THESE DRAWINGS ARE APPROPRIATE REVIEWING AGENCIES AND SIGNING OFFICERS APPROVE THEIR USE ONLY AS DESIGNATED BY WRITTEN AUTHORIZATION.

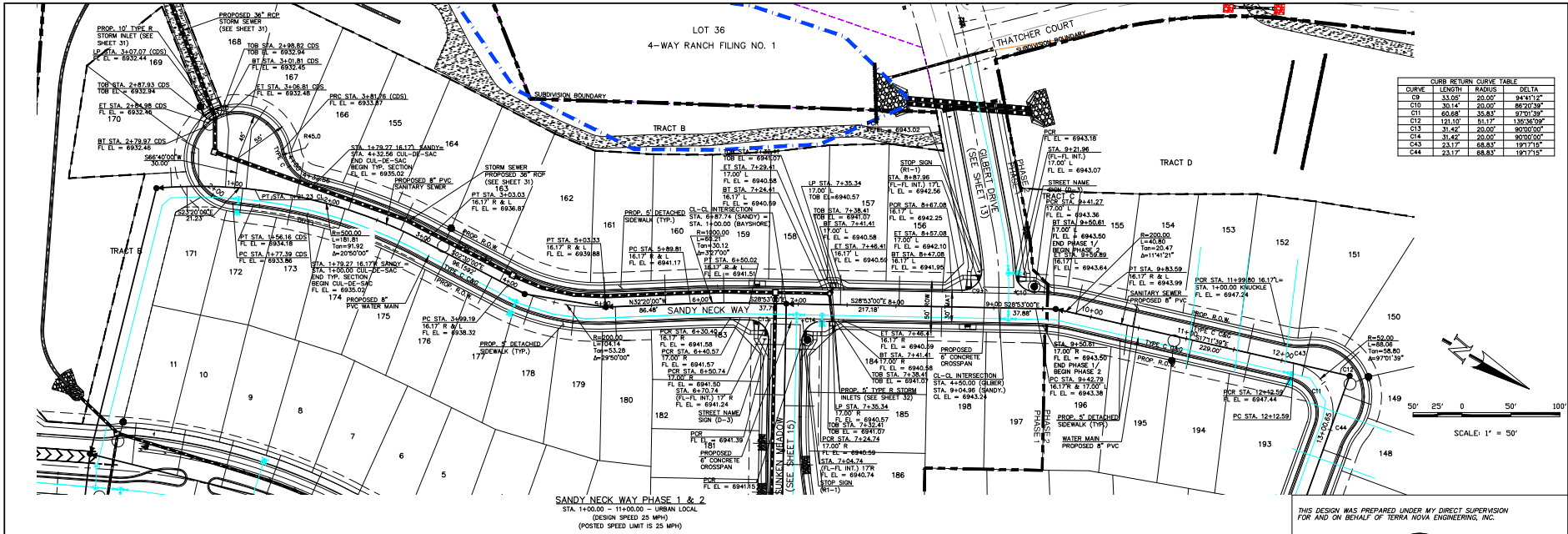
PREPARED FOR:  
 ACM ALF VON SCHUB II LLC  
 MASON POCK #200,  
 3350 E. CRESCENT PKWY. #2011  
 GREENWOOD, CO 80111  
 303-984-9800

771 E. 6th STREET  
 COLORADO SPRINGS, CO 80905  
 OFFICE: 719-432-4422  
 FAX: 719-432-4427  
 www.tneng.com

TERRA NOVA ENGINEERING, INC.  
 37170  
 4/17/26

DESIGNED BY ONA  
 DRAWN BY QNA  
 CHECKED BY JS  
 H-SCALE 1"=50'  
 V-SCALE 1"=5'  
 JOB NO. 2356.00  
 DATE ISSUED 4/17/26  
 SHEET NO. 13 OF 58

WATERBURY FILING NO. 1  
 CONSTRUCTION SET  
 STREET PLAN AND PROFILE  
 SAYBROOK ROAD CONT'D & GILBERT DRIVE



CURVE	LENGTH	RADIUS	DELTA
C1	33.00'	20.00'	84°51'27"
C10	30.14'	20.00'	86°20'39"
C11	60.68'	35.83'	97°00'39"
C12	121.10'	61.17'	136°36'09"
C13	31.45'	20.00'	80°00'00"
C14	31.42'	20.00'	80°00'00"
C43	23.17'	68.83'	191°17'11"
C45	23.17'	68.83'	191°17'11"

THIS DESIGN WAS PREPARED UNDER MY DIRECT SUPERVISION FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.

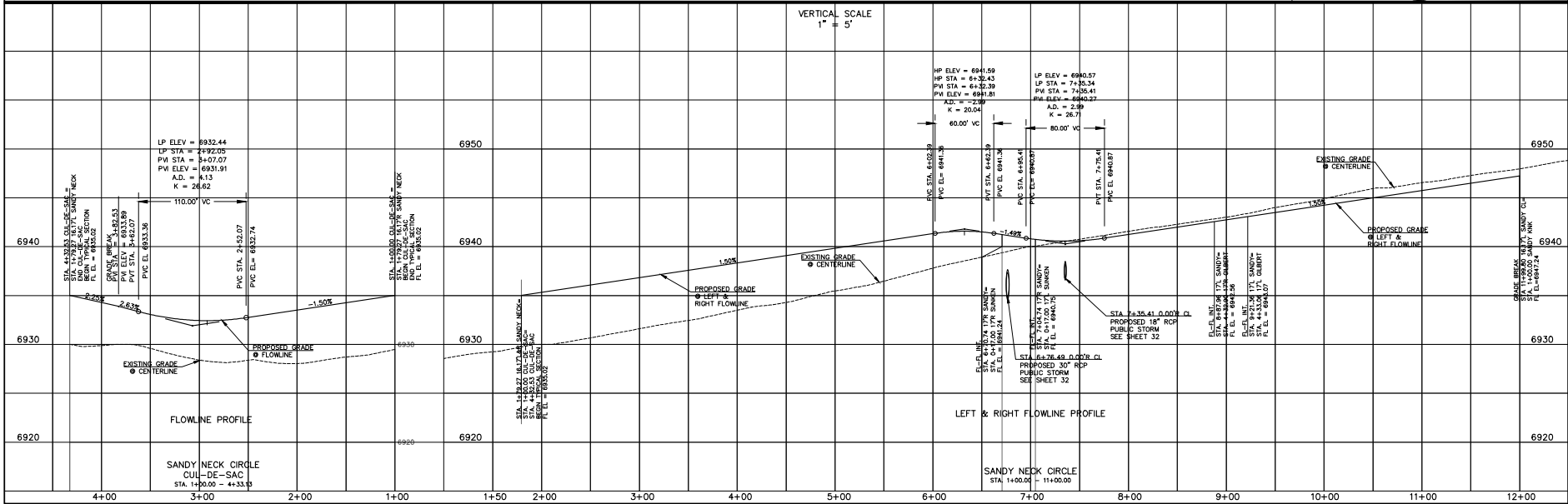
*Quentin N. Armao*  
 QUENTIN N. ARMAO, PROFESSIONAL ENGINEER  
 COLORADO P.E. NO. 37170

REVISIONS

NO.	DESCRIPTION	DATE

NOTE: SIGN TIME AS THESE DRAWINGS ARE APPROXIMATE. REVENUE ADJUSTMENTS AND SIGN PLACEMENT APPROVES THEIR USE ONLY AS INDICATED BY WRITTEN AUTHORIZATION.

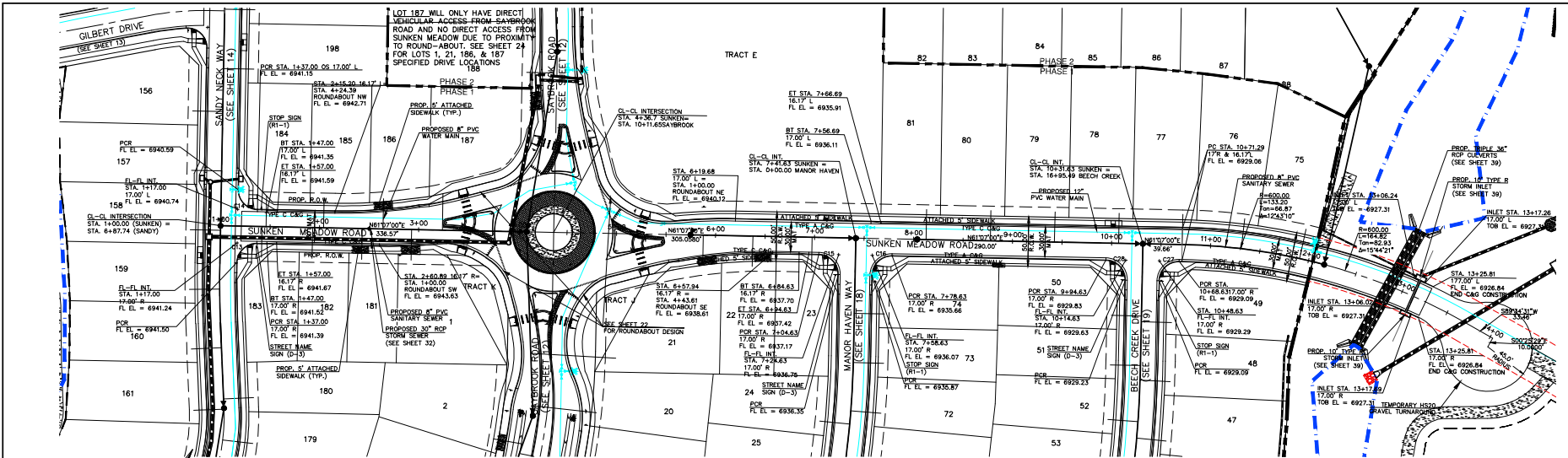
PREPARED FOR:  
 ACM ALF VON SCHUB II LLC  
 LASON POCK  
 8350 E CRESCENT PKWY #200,  
 GREENWOOD, CO 80111  
 303-984-9800



DESIGNED BY ONA  
 DRAWN BY QNA  
 CHECKED BY JS  
 H-SCALE 1"=50'  
 V-SCALE 1"=5'  
 JOB NO. 2356.00  
 DATE ISSUED 4/17/26  
 SHEET NO. 14 OF 58

731 E. SAND STREET  
 COLORADO SPRINGS, CO 80905  
 OFFICE: 719-432-4422  
 FAX: 719-432-4429  
 www.tneng.com

TERRA NOVA ENGINEERING, INC.  
 10000 E. WILLOW AVE., SUITE 100  
 GREENWOOD, CO 80111  
 303-984-9800



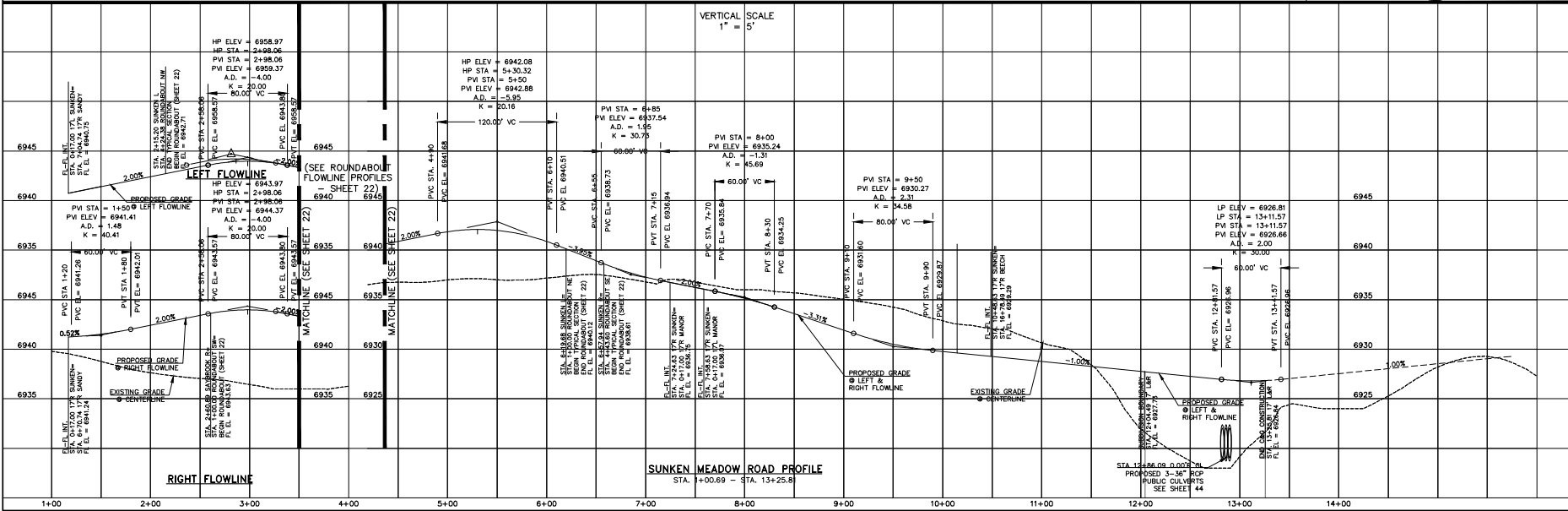
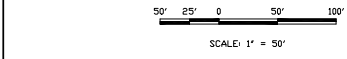
**CURVE RETURN CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA
C13	31.42	20.00	90°00'00"
C14	31.42	20.00	90°00'00"
C15	31.42	20.00	90°00'00"
C16	31.42	20.00	90°00'00"
C17	31.42	20.00	90°00'00"
C18	31.42	20.00	90°00'00"

**SUNKEN MEADOW ROAD**  
 STA. 1+00.00 - STA. 13+25.81 - URBAN LOCAL  
 (DESIGN SPEED 25 MPH)  
 (POSTED SPEED LIMIT IS 25 MPH)

THIS DESIGN WAS PREPARED UNDER MY DIRECT SUPERVISION  
 FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.

*Quentin N. Armas*  
 QUENTIN N. ARMAS, PROFESSIONAL ENGINEER  
 COLORADO P.E. NO. 37170



**SUNKEN MEADOW ROAD PROFILE**  
 STA. 1+00.00 - STA. 13+25.81

REVISIONS

NO.	DESCRIPTION	DATE

NOTE: SIGN THE AS THESE DRAWINGS ARE APPROVED. REVISIONS ARE APPROPRIATE. APPROVED FOR THE CLIENT: JASON POCK, TERRA NOVA ENGINEERING, INC. APPROVED FOR THE USER ONLY: DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR:  
**ACM ALF VON SCHUB II LLC**  
 JASON POCK  
 3350 E. CRESCENT PKWY. #200,  
 GREENWOOD, CO 80111  
 303-984-9800

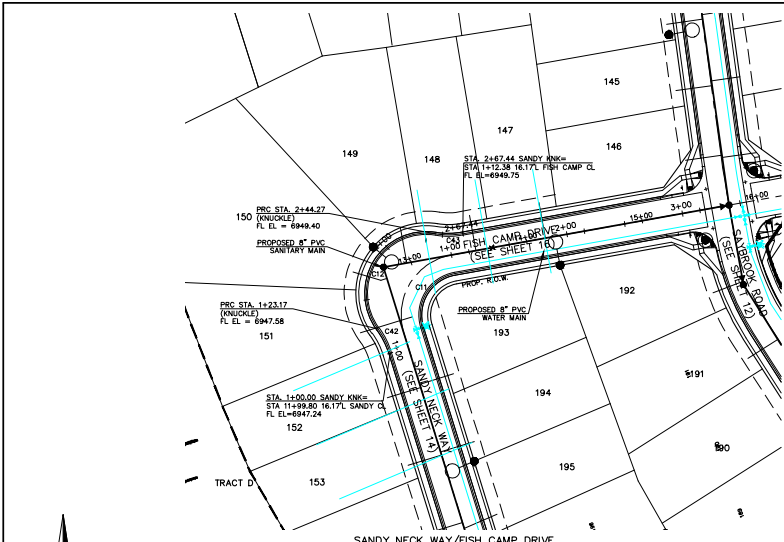
731 E. 64th STREET, CO 80009  
 COLORADO SPRINGS, CO 80903  
 OFFICE: 719-432-4422  
 FAX: 719-432-4427  
 WWW.TERRANOVA.COM

**TERRA NOVA**  
 ENGINEERING, INC.  
 10000 E. 14th Avenue, Suite 100  
 Aurora, CO 80012

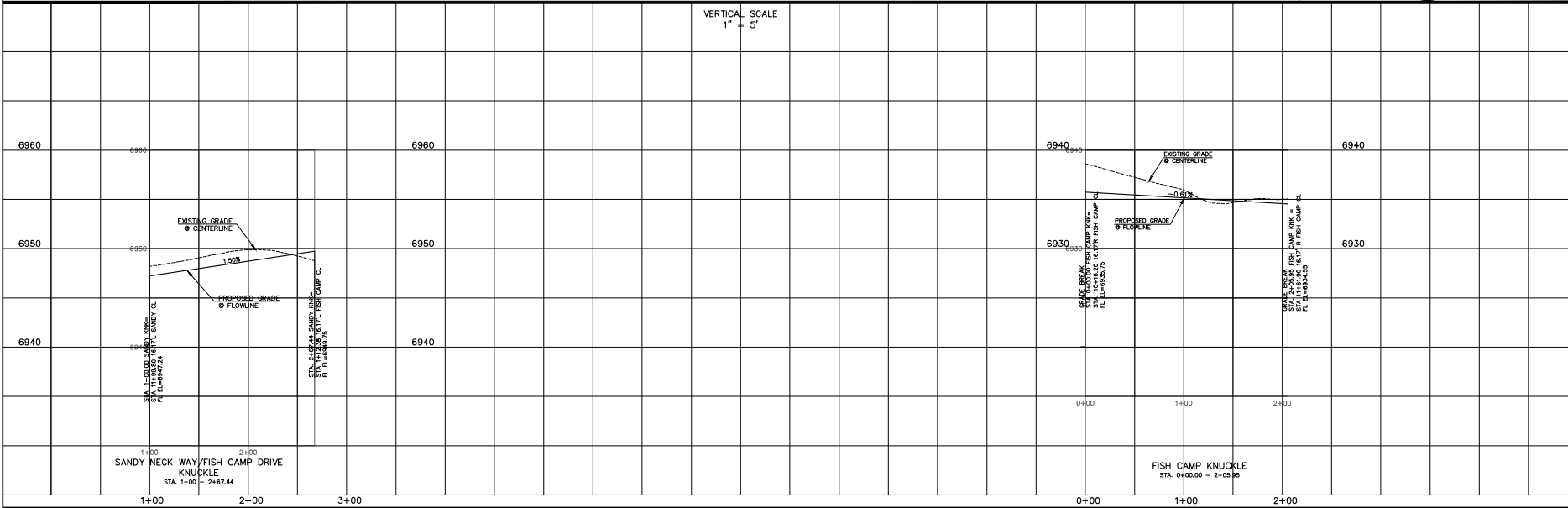
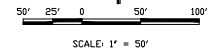
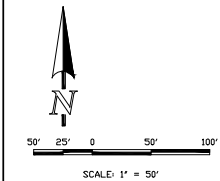
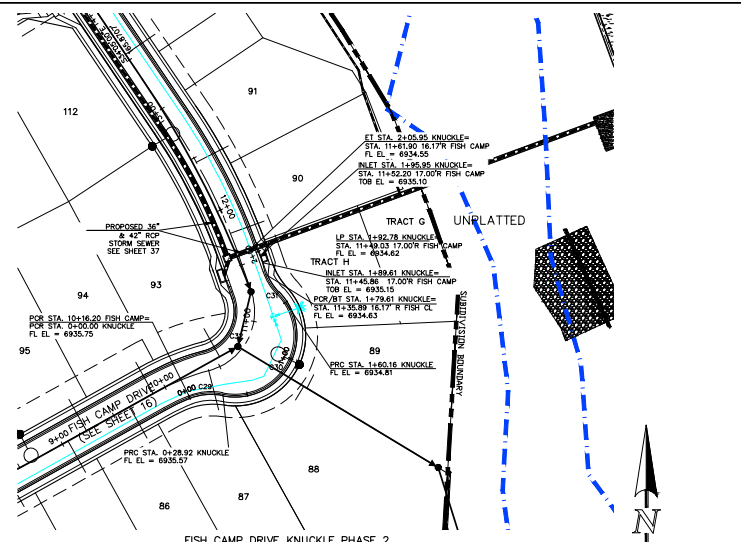
**WATERBURY FILING NO. 1**  
 CONSTRUCTION SET  
 STREET PLAN AND PROFILE  
 SUNKEN MEADOW ROAD

DESIGNED BY QNA  
 DRAWN BY QNA  
 CHECKED BY JS  
 H-SCALE 1"=50'  
 V-SCALE 1"=5'  
 JOB NO. 2356.00  
 DATE ISSUED 4/17/26  
 SHEET NO. 15 OF 58





CURVE	LENGTH	RADIUS	PVI STA
C11	60.63	35.83'	9711.30'
C12	26.03	24.17'	13626.30'
C25	28.92	48.83'	3332.71'
C30	131.24	31.17'	14637.00'
C31	19.45	48.83'	2249.97'
C32	58.84	35.83'	9435.49'
C43	23.17	68.83'	1977.15'
C44	23.17	68.83'	1977.15'



THIS DESIGN WAS PREPARED UNDER MY DIRECT SUPERVISION  
FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.

*Quentin N. Armao*  
QUENTIN N. ARMAO, PROFESSIONAL ENGINEER  
COLORADO P.E. NO. 37170

REVISIONS

NO.	DESCRIPTION	DATE

UNITS: SHOW TIME AS THESE DRAWINGS ARE APPROPRIATE. REVISIONS ARE TO BE MADE BY THE DESIGNER AND SHOWN IN RED. APPROVE THEIR USE ONLY AS DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR:  
ACM ALF VISION SUB II LLC  
LASON POCK  
3350 E. CRESCENT PKWY. #200,  
GREENWOOD, CO 80111  
303-948-9800

DESIGNED BY: QNA  
DRAWN BY: QNA  
CHECKED BY: JS

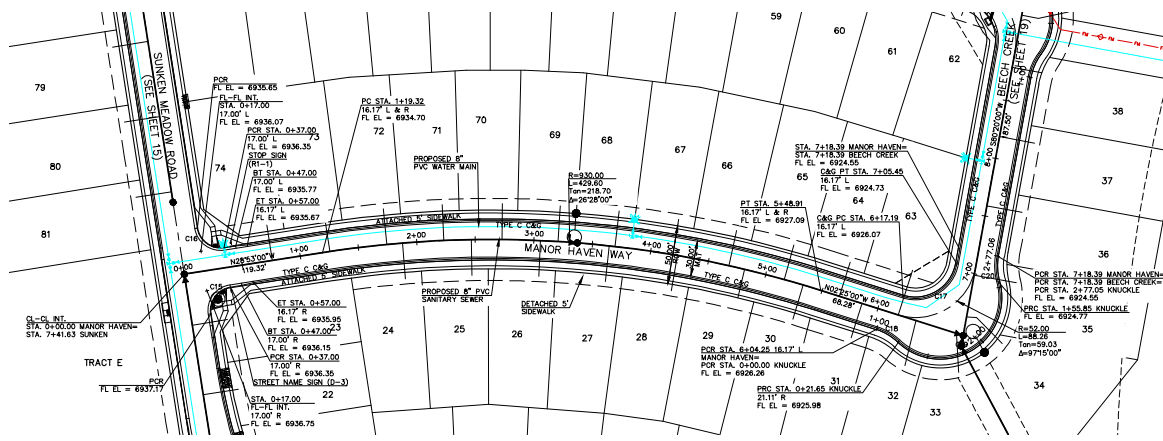
SCALE: 1"=50'  
H-SCALE: 1"=50'  
V-SCALE: 1"=5'

JOB NO. 2356.00  
DATE ISSUED 4/17/20  
SHEET NO. 17 OF 56

WATERBURY FILING NO. 1

CONSTRUCTION SET  
STREET PLAN AND PROFILE  
SANDY NECK/FISH CAMP KNUCKLE - FISH CAMP KNUCKLE

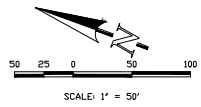
771 S. DANA STREET  
COLORADO SPRINGS, CO 80905  
PHONE: 719-532-4422  
FAX: 719-532-4428  
www.tneng.com



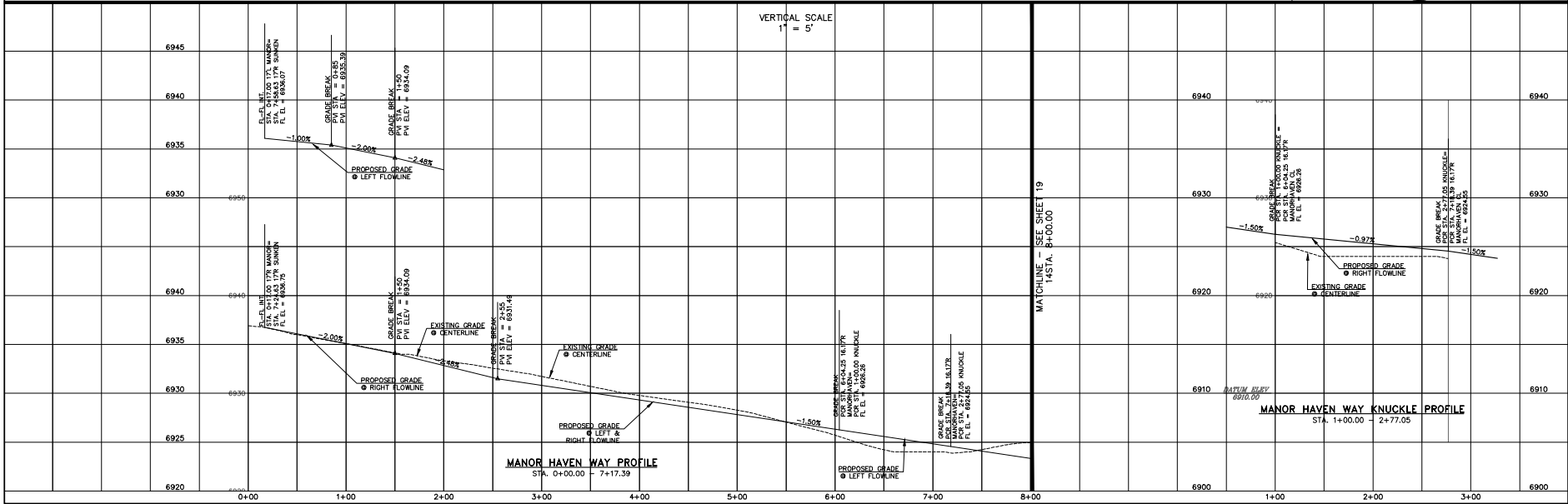
**MANOR HAVEN WAY PHASE 2**  
 STA. 0+00.00 - 7+17.39 - URBAN LOCAL  
 (DESIGN SPEED 25 MPH)  
 (POSTED SPEED LIMIT IS 25 MPH)

**MANOR HAVEN WAY KNUCKLE PHASE 2**  
 STA. 1+00.00 - 2+77.05 - URBAN LOCAL  
 (DESIGN SPEED 25 MPH)  
 (POSTED SPEED LIMIT IS 25 MPH)

CURVE	LENGTH	RADIUS	DELTA
C15	31.42'	20.00'	90°00'00"
C16	32.51'	20.00'	93°07'57"
C17	65.82'	35.83'	97°15'00"
C18	23.02'	48.83'	20°00'00"
C19	133.01'	51.17'	148°58'00"
C20	22.02'	48.83'	20°00'00"



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 FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.



**MANOR HAVEN WAY PROFILE**  
 STA. 0+00.00 - 7+17.39

**MANOR HAVEN WAY KNUCKLE PROFILE**  
 STA. 1+00.00 - 2+77.05

NO.	DESCRIPTION	DATE

UNITS SHOWN ARE AS SHOWN  
 DIMENSIONS ARE APPROXIMATE  
 REVIEWING AGENCIES  
 AND SURVEYING INSTRUMENTS  
 APPROXIMATE THEIR USE ONLY  
 APPROVED BY WRITTEN  
 AUTHORIZATION.

PREPARED FOR:  
**ACM ALF VISION CLUB II LLC**  
 LASON POCK  
 8350 E CRESCENT PKWY #200,  
 GREENWOOD, CO 80111  
 303-948-9800



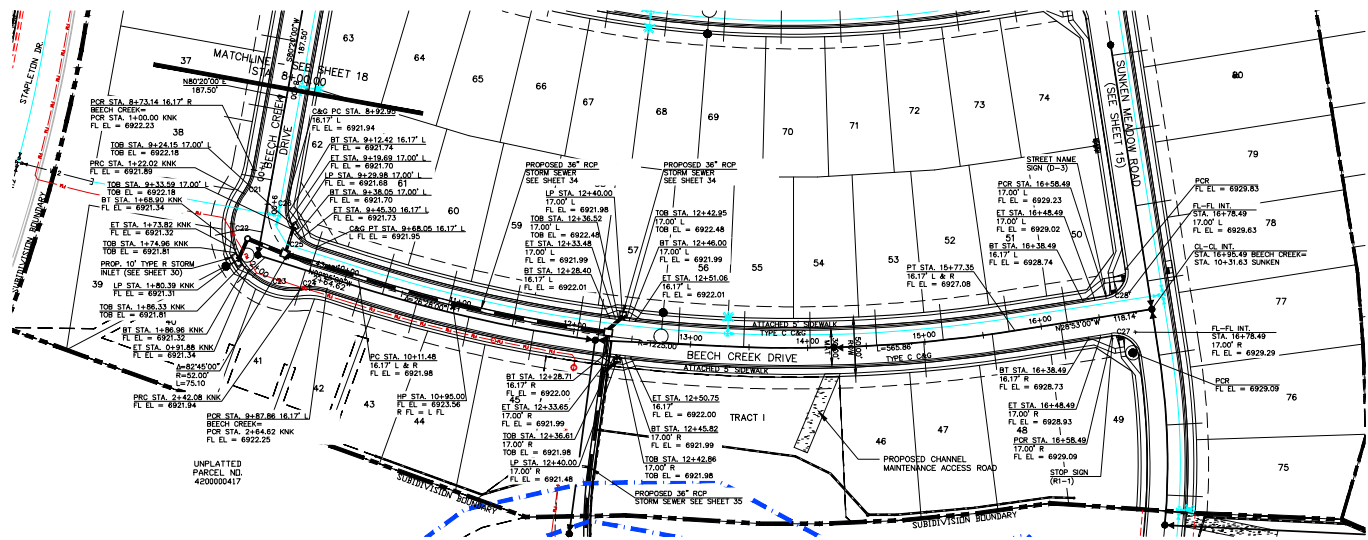
771 E. 2ND STREET  
 COLORADO SPRINGS, CO 80902  
 PHONE: 719-437-4422  
 FAX: 719-437-4422  
 www.terra-nova.com

**WATERBURY FILING NO. 1**  
 CONSTRUCTION SET  
 STREET PLAN AND PROFILE  
 MANOR HAVEN WAY

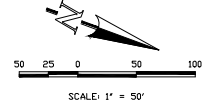
DESIGNED BY QNA  
 DRAWN BY QNA  
 CHECKED BY JS  
 H-SCALE 1"=50'  
 V-SCALE 1"=5'  
 JOB NO. 2356.00  
 DATE ISSUED 4/17/26  
 SHEET NO. 18 OF 58

**BEECH CREEK KNUCKLE PHASE 2**  
 STA. 1+00.00 - 2+77.05 - URBAN LOCAL  
 (DESIGN SPEED 25 MPH)  
 (POSTED SPEED LIMIT IS 25 MPH)

CURVE	LENGTH	RADIUS	DELTA
C01	22.02'	48.83'	25.90°
C02	45.84'	51.17'	51.98°
C03	69.77'	51.17'	50.00°
C04	22.02'	48.83'	25.90°
C05	15.04'	35.83'	24.33°
C06	12.80'	35.83'	20.27°
C07	31.42'	20.00'	90.00°
C08	31.42'	20.00'	90.00°



**BEECH CREEK DRIVE PHASE 2**  
 STA. 8+00.00 - 16+95.49 - URBAN LOCAL  
 (DESIGN SPEED 25 MPH)  
 (POSTED SPEED LIMIT IS 25 MPH)



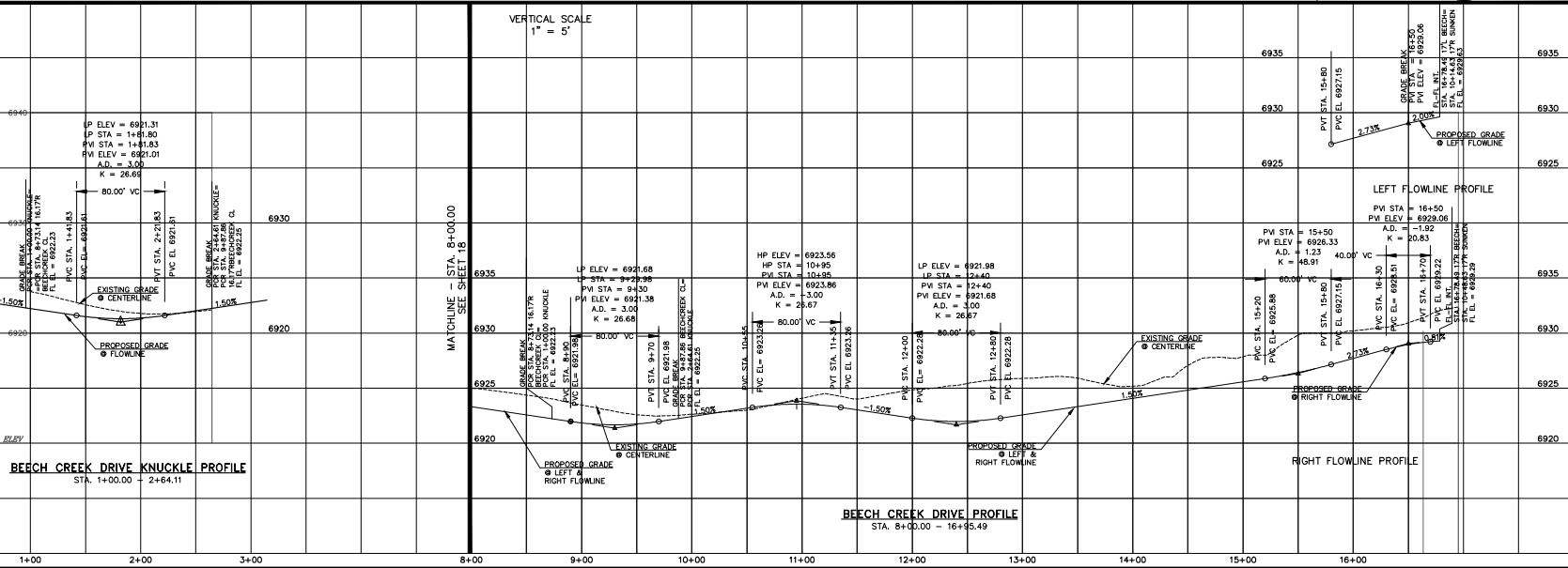
THIS DESIGN WAS PREPARED UNDER MY DIRECT SUPERVISION  
 FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.



NO.	REVISIONS	DESCRIPTION	DATE

UNITS SHOWN ARE AS THESE DRAWINGS ARE APPROPRIATE. REVISIONS ARE APPROVED BY THE DESIGNER. APPROVED FOR THE CLIENT BY: JASON POOK, PROJECT MANAGER, TERRA NOVA ENGINEERING, INC. APPROVES THEIR USE ONLY AS DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR:  
**ACM ALF VNU CLUB II LLC**  
 JASON POOK  
 8350 E CRESCENT PARKWAY #200,  
 GREENWOOD, CO 80111  
 303-984-9800

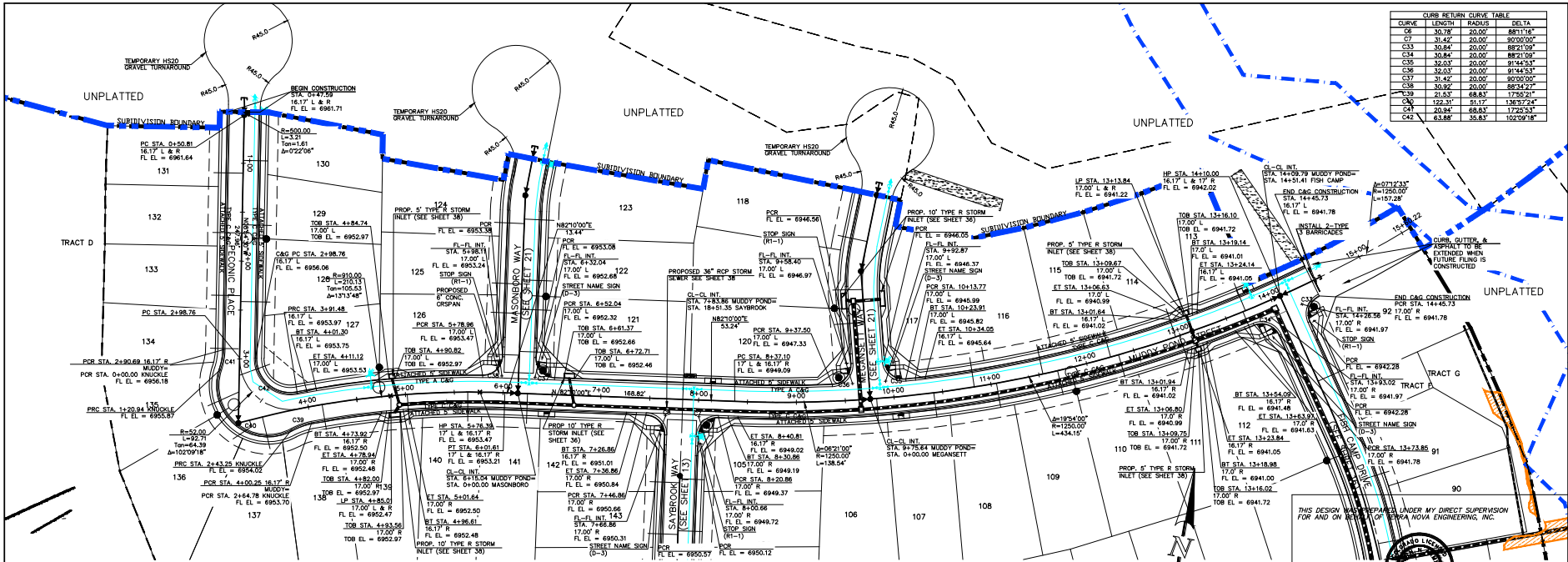


771 E. 24th STREET  
 COLORADO SPRINGS, CO 80906  
 OFFICE: 719-432-4422  
 FAX: 719-432-4427  
 www.tneng.com

**TERRA NOVA ENGINEERING, INC.**  
 A Member of the Terra Nova Group

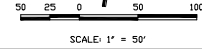
**WATERBURY FILING NO. 1**

DESIGNED BY QNA  
 DRAWN BY QNA  
 CHECKED BY JS  
 H-SCALE 1"=50'  
 V-SCALE 1"=5'  
 JOB NO. 2356.00  
 DATE ISSUED 4/17/26  
 SHEET NO. 19 OF 58



CURVE	LENGTH	RADIUS	DELTA
C1	33.78	20.00'	88°11'44"
C7	31.42	20.00'	90°00'00"
C33	30.84	20.00'	88°21'09"
C34	30.84	20.00'	88°21'09"
C35	32.03	20.00'	91°44'24"
C36	33.63	20.00'	91°44'24"
C37	31.42	20.00'	90°00'00"
C38	30.84	20.00'	88°21'09"
C39	21.53	68.83	175°21'21"
C41	152.37	81.17	136°37'27"
C42	63.88	35.83	102°09'16"

**MUDDY POND STREET PHASE 2**  
 STA. 0+00.00 - 15+47.06 - URBAN LOCAL  
 (DESIGN SPEED 25 MPH)  
 (POSTED SPEED LIMIT IS 25 MPH)



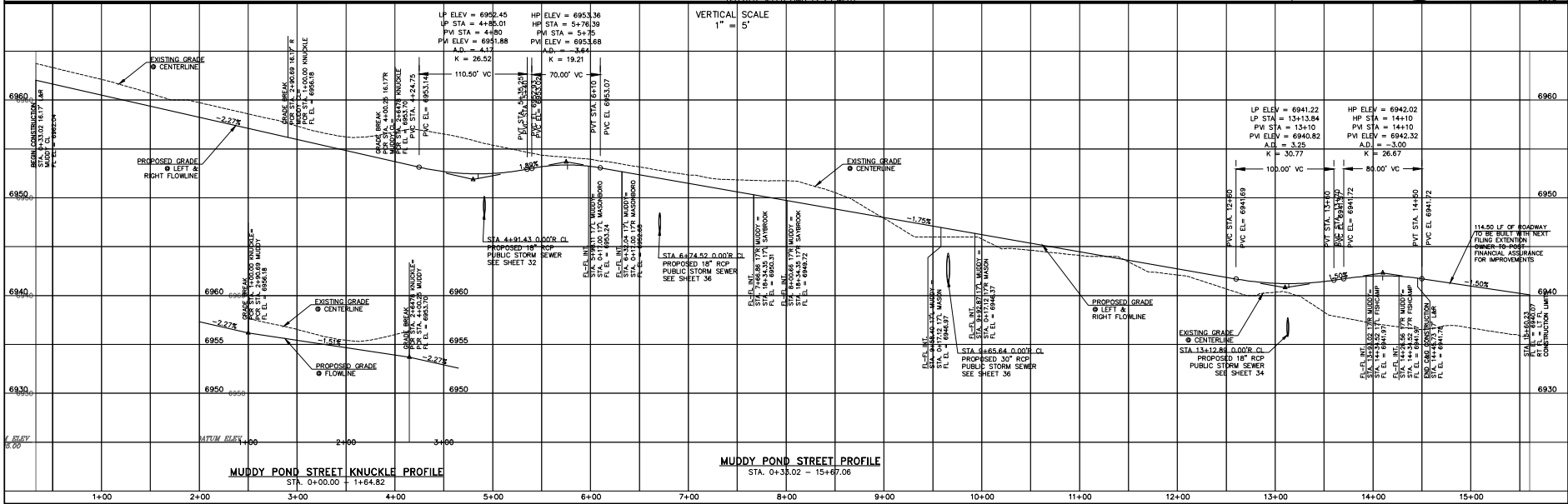
THIS DESIGN WAS PREPARED UNDER MY DIRECT SUPERVISION  
 FOR AND ON BEHALF OF TERRA NOVA ENGINEERING, INC.

*Quentin N. Armao*  
 QUENTIN N. ARMAO, PROFESSIONAL ENGINEER  
 COLORADO P.E. NO. 37170

DATE \_\_\_\_\_  
 REVISIONS \_\_\_\_\_  
 NO. \_\_\_\_\_  
 DESCRIPTION \_\_\_\_\_

UNITS SHOWN ARE AS THESE DRAWINGS ARE APPROXIMATE. REVISIONS WILL BE MADE AS NECESSARY. APPROVED FOR THEIR USE ONLY AS SHOWN ON THESE DRAWINGS. APPROVED BY TERRA NOVA ENGINEERING, INC.

PREPARED FOR:  
**ACM ALF V. CUB II LLC**  
 LASSON POCK  
 8350 E CRESCENT PKWY #200,  
 GREENWOOD, CO 80111  
 303-984-9800



**MUDDY POND STREET KNUCKLE PROFILE**  
 STA. 0+00.00 - 1+64.82

**MUDDY POND STREET PROFILE**  
 STA. 0+38.02 - 15+47.06

DESIGNED BY ONA  
 DRAWN BY QNA  
 CHECKED BY JS  
 H-SCALE 1"=50'  
 V-SCALE 1"=5'  
 JOB NO. 2356.00  
 DATE ISSUED 4/17/26  
 SHEET NO. 20 OF 58

WATERBURY FILING NO. 1  
 CONSTRUCTION SET  
 STREET PLAN AND PROFILE  
 MUDDY POND ST.

# EXHIBIT B2

## ROUNDBOUT PLANT SCHEDULE:

QUANT.	COMMON NAME	SIZE	SCIENTIFIC NAME
9	GRASS - BIG BLUESTEM	#1	ANDROPOGON GERARDII 'WINDWALKER'
7	GRASS - GIANT SACATON	#1	SPOROBOLUS WRIGHTII
61	GROW-LOW SUMAC	#5	RHUS AROMATICA 'GRO - LOW'
5	SPREADING JUNIPER	#5	JUNIPERUS HORIZONTALIS 'HUGHES'
8	NINEBARK 'SUMMER WINE'	#5	PHYSCOCARPUS OPULIFOLIUS 'SUMMER WINE'
15	POTENTILLA MCKAY'S WHITE'	#5	POTENTILLA FRUTICOSA MCKAY'S WHITE'
15	HAWTHORN 'TOBA'	2"	CRATAEGUS X MORDENSI 'TOBA'

ORNAMENTAL SHRUBS AND GRASSES WITH DRIP IRRIGATION - SEE LEGEND THIS SHEET

ORNAMENTAL BOULDERS - 24" (TYP)

MEDIAN AND ROUNDBOUT MULCHED WITH 2" BLUE-GRAY RUBBER ROCK

ROUNDBOUT TREES AND SHRUBS WITH DRIP IRRIGATION (TYP) - SEE LEGEND

STREET TREES WITH DRIP IRRIGATION (TYP) - SEE LEGEND

ORNAMENTAL SHRUBS WITH DRIP IRRIGATION - SEE LEGEND THIS SHEET

SAYBROOK DRIVE - ROUNDBOUT AND MEDIAN  
SCALE: 1" = 20' - 0"

SAYBROOK DRIVE - MEDIAN PLANTING PLAN  
SCALE: 1" = 20' - 0"

## Waterbury Filing No. 1 Final Plat

A PARCEL OF LAND BEING A PORTION OF SECTION 28, SECTION 33, AND SECTION 39, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, URBAN RESIDENTIAL, COLLECTOR - LANDSCAPING CODE REQUIREMENTS AND PROVIDED LANDSCAPE ELEMENTS

Road Name	Classification	I.F.	Req'd LS width	Provided LS Width	Req'd trees 1 tree/2511 f. (both sides)	Provided trees	additional plants
Saybrook Rd. to roundabout	urban residential collector	700	20'	30' (median = 2 sides)	61	61 (two sides = median)	70 shrubs + 147 grasses + 0 add'l trees

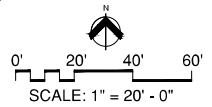
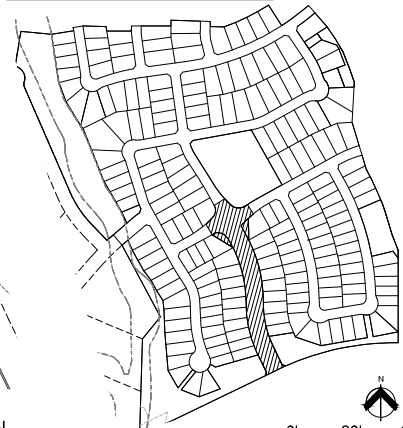
### SAYBROOK DRIVE TREE SCHEDULE:

QUAN	COMMON NAME	SIZE	SCIENTIFIC NAME
4	KENTUCKY COFFEE TREE - SEEDLESS	2"	GYMNOCLADUS DIOICUS 'ESPRESSO'
2	LIMBER PINE 'VANDERWERF'	6' HT	PINUS FLEXILIS 'VANDERWERF'
22	MAPLE 'AUTUMN FANTASY'	2"	ACER X FREEMANII 'AUTUMN FANTASY'
30	MAYDAY TREE - PURPLE LEAF	1.5"	PRUNUS PADUS 'MERLOT'

### SAYBROOK DRIVE SHRUB SCHEDULE:

QUANT	COMMON NAME	SIZE	SCIENTIFIC NAME
30	GRASS - GIANT SACATON	#1	SPOROBOLUS WRIGHTII
105	GRASS - SWITCHGRASS	#1	PANICUM VIRGATUM 'SHENANDOAH'
20	GROW-LOW SUMAC	#5	RHUS AROMATICA 'GRO - LOW'
37	SPREADING JUNIPER	#5	JUNIPERUS HORIZONTALIS 'HUGHES'
13	RED-LEAVED ROSE	#5	ROSA GLAUCA

### LANDSCAPE AREA LOCATION



**William Gaud**  
LANDSCAPE ARCHITECTURE  
732 South Miller Street  
Colorado Springs, CO 80905  
719.534.8146  
www.williamsgaud.com  
bill@williamsgaud.com

DATE: 11/03/2024  
DESIGNED: CG  
CHECKED: WGS

REVISIONS:

NO.	DATE	BY	DESCRIPTION

PLAN SCALE: 1" = 20' 0" (NOT TO SCALE)

SHEET TITLE:  
PLANTING PLAN  
SAYBROOK

SHEET NO.  
**2**  
2 OF 3 SHEETS

FILE NO.  
SF237