

**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 ~~EAGLE FOREST DEVELOPMENT LLC~~~~BRENDA BRINKMAN SILVERADO RANCH, INC.~~~~[Insert Developer's company name]~~ (Developer) and ~~EAGLE FOREST ETTLETS VIEW SILVERADO RANCH~~~~[Insert first part of HOA name]~~ 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 ~~EAGLE FOREST ETTLETS VIEW SUBDIVISION~~~~SILVERADO RANCH FILING NO. [Insert proposed subdivision name]~~; 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 ~~maintain~~construct for the subdivision ~~One~~insert number of basins/BMPs ~~existing~~ 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~~ add: "and two water quality ponds (rain gardens)"

I. WHEREAS, Developer desires to ~~maintain~~construct the ~~existing~~ detention basin/BMP(s) on property that will be platted as Lot 544, Eagle Forest Settlers View Subdivision Tract C, Silverado Ranch Filing No. [Insert Lot or Tract identifier(s)], 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

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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 ~~maintain~~ ~~construct~~ on that portion of the Property described in [Exhibit B](#) attached hereto and incorporated herein by this reference, ~~One~~~~insert number of~~ ~~basins/BMPs~~ ~~existing~~ 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

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Agreement has been signed by all Parties and returned to the PCDSD. 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).

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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.

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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

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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 _____ day of _____, 20____, by:

EAGLE FOREST DEVELOPMENT, LLCBRENDA BRINKMANSILVERADO RANCH, INC.[Insert Developer's company name]

By: Kevin BristowBrenda Brinkman, ManagerOwnerStan Searle[Insert name] [Insert title](President/Manager)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kevin BristowBrenda Brinkman, ManagerOwnerStan Searle[Insert name] [Insert title](President/Manager) Silverado Ranch, Inc. [Insert Developer's company name].

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, by:

EAGLE FOREST TETTLERS VIEWSILVERADO RANCH[Insert first part of HOA name]HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation.

By: Stan Searle[Insert name], President

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

20____, by _____ Stan Searle Insert name, President, EAGLE FOREST TETTLERS
VIEWILVERADO RANCH Insert first part of HOA name HOMEOWNERS ASSOCIATION, a
Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, 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 _____,
20__17, 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

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EXHIBIT A

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Development Property Description

Eagle Forest Subdivision
The Southwest one quarter of the Northeast one quarter of the
Northeast one quarter together with the Northwest one quarter of the Southeast one quarter of
the Northeast one quarter and together with the East half of the Southwest one quarter of the
Northeast one quarter of Section 23, Township 11 South, Range 66 West of the 6th Principal
Meridian, El Paso County, Colorado.
Containing 40.61 acres, more or less.

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EXHIBIT B

Pond Property Description: Part of Lot 511, Eagle Forest Settlers View Subdivision

EXHIBIT A

Development Property Description

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LWA Land Surveying, Inc.

953 E. Fillmore Street

Colorado Springs, CO 80907

719-636-5179

719-636-5199 fax

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SILVERADO RANCH FILING NO. 1

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A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 63 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE S89°58'39"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 16 A DISTANCE OF 30.00 FEET;

THENCE S01°09'41"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DRENNAN ROAD AND THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;

THENCE S89°58'39"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 5246.99 FEET TO A POINT ON THE EAST LINE OF SAID NORTH HALF OF SECTION 16;

THENCE S01°02'51"E ON SAID EAST LINE A DISTANCE OF 1871.48 FEET;

THENCE N73°46'25"W A DISTANCE OF 104.67 FEET;

THENCE N01°38'12"E A DISTANCE OF 562.95 FEET;

THENCE N07°24'12"W A DISTANCE OF 416.12 FEET;

THENCE N13°23'50"W A DISTANCE OF 644.26 FEET;

THENCE N65°00'51"W A DISTANCE OF 267.13 FEET;

THENCE S87°04'08"W A DISTANCE OF 290.42 FEET;

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THENCE N86°29'49"W A DISTANCE OF 418.50 FEET;

THENCE S87°48'05"W A DISTANCE OF 389.63 FEET;

THENCE S86°23'17"W A DISTANCE OF 486.04 FEET;

THENCE S89°17'05"W A DISTANCE OF 342.94 FEET;

THENCE S04°42'22"W A DISTANCE OF 812.31 FEET;

THENCE S85°29'18"E A DISTANCE OF 277.29 FEET;

THENCE S87°39'51"E A DISTANCE OF 356.75 FEET;

THENCE S68°41'28"E A DISTANCE OF 320.14 FEET;

THENCE S70°52'30"E A DISTANCE OF 565.92 FEET;

THENCE S60°57'27"E A DISTANCE OF 187.22 FEET;

THENCE N40°18'20"E A DISTANCE OF 436.63 FEET;

THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 THROUGH A CENTRAL ANGLE OF 51°58'54" AN ARC DISTANCE OF 512.60 FEET, THE LONG CHORD OF WHICH BEARS S14°13'56"E A DISTANCE OF 495.20 FEET;

THENCE S11°45'31"W A DISTANCE OF 126.89 FEET;

THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 THROUGH A CENTRAL ANGLE OF 34°44'58" AN ARC DISTANCE OF 342.67 FEET;

THENCE S46°30'29"W A DISTANCE OF 144.77 FEET;

THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 THROUGH A CENTRAL ANGLE OF 58°05'04" AN ARC DISTANCE OF 572.78 FEET;

THENCE N75°24'27"W A DISTANCE OF 46.56 FEET;

THENCE N26°47'36"E A DISTANCE OF 285.29 FEET;

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THENCE N13°47'06"E A DISTANCE OF 534.05 FEET;

THENCE N68°48'18"W A DISTANCE OF 478.94 FEET;

THENCE N70°54'24"W A DISTANCE OF 384.66 FEET;

THENCE S21°42'21"W A DISTANCE OF 314.79 FEET;

THENCE S14°41'38"W A DISTANCE OF 305.73 FEET;

THENCE S24°57'20"W A DISTANCE OF 284.64 FEET;

THENCE N75°24'27"W A DISTANCE OF 115.97 FEET;

THENCE N14°35'33"E A DISTANCE OF 871.56 FEET;

THENCE N82°21'10"W A DISTANCE OF 336.70 FEET;

THENCE S86°43'07"W A DISTANCE OF 162.89 FEET;

THENCE S80°11'51"W A DISTANCE OF 442.22 FEET;

THENCE S77°26'41"W A DISTANCE OF 456.22 FEET;

THENCE S60°14'30"W A DISTANCE OF 547.57 FEET;

THENCE N73°23'19"W A DISTANCE OF 237.31 FEET;

THENCE S27°57'23"W A DISTANCE OF 276.65 FEET;

THENCE N89°48'42"W A DISTANCE OF 504.26 FEET;

THENCE N01°15'21"W A DISTANCE OF 396.03 FEET;

THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 THROUGH A CENTRAL
ANGLE OF 7°00'19" AN ARC DISTANCE OF 69.08 FEET;

THENCE N89°41'20"E A DISTANCE OF 408.23 FEET;

THENCE N39°28'55"E A DISTANCE OF 164.49 FEET;

THENCE N14°52'34"W A DISTANCE OF 372.79 FEET;

THENCE N03°09'19"E A DISTANCE OF 73.19 FEET;

THENCE N09°17'19"W A DISTANCE OF 255.92 FEET;

THENCE N76°02'02"W A DISTANCE OF 297.84 FEET;

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THENCE S19°15'36"W A DISTANCE OF 159.36 FEET;

THENCE S74°03'43"W A DISTANCE OF 103.61 FEET;

THENCE S56°23'48"W A DISTANCE OF 286.02 FEET;

THENCE S05°08'21"W A DISTANCE OF 217.50 FEET;

THENCE S00°47'20"W A DISTANCE OF 503.49 FEET;

THENCE N88°44'39"E A DISTANCE OF 255.47 FEET;

THENCE S01°15'21"W A DISTANCE OF 74.07 FEET;

THENCE S88°44'39"W A DISTANCE OF 342.64 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PEYTON HIGHWAY;

THENCE N01°09'41"W ON SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1466.08 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED TRACT CONTAINS 106.394 ACRES, MORE OR LESS.

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EXHIBIT B

Pond Property Description: Tract C, Silverado Ranch Filing No. 1

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