

SADDLEHORN RANCH METROPOLITAN DISTRICT NOS. 1-3
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

January 25, 2021

Nina Ruiz, Planning Manager
El Paso County Planning & Community Development
2880 International Circle
Colorado Springs, CO. 80910

RE: Saddlehorn Ranch Metropolitan District Nos. 1-3 – Conditional Will Serve letter for Meadow Lake Industrial Park, Falcon/Peyton, CO

Dear Ms. Ruiz:

This Conditional Will Serve Letter is to confirm that **Saddlehorn Ranch Metropolitan District Nos. 1-3** (collectively, the “Districts”) expect to have an adequate water supply, and hereby conditionally offer to be a primary service provider for water to serve the 250-acre Meadow Lake Industrial Park development at Curtis Road and Falcon Highway, Falcon/Peyton, CO (the “Property”).

Our conditional willingness to provide treated water is based upon our understanding that the project is to be primarily comprised of up to 250 acres of commercial and light industrial proposed within a General Aviation Overlay District.

The terms of future service are conditioned upon compliance by William Guman & Associates (the “Applicant”) and/or the owners of the Property, the Dorothy B. Ventimiglia Trust, Kevin O’Neil, and GRR Partners Inc. (collectively, the “Owners”), with all state and local statutory rules and regulations of the District, and is subject to the approval of the Districts’ Boards of Directors. Additionally, the terms of future service are conditioned upon the inclusion of the Property into one of the Districts.

The services offered in this letter shall be expressly conditioned upon the payment of all fees as established in the Districts’ then current Rules and Regulations.

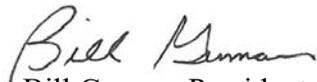
The Applicant and/or the Owners shall pay for all costs to design, construct, and install any and all infrastructure, and acquire any easements, required or deemed necessary by the Districts to provide Service to the Property (including but not limited to: service taps, service lines, mainlines or any other improvements and facilities required, including any permits or improvements required by El Paso County). The Applicant shall design all such infrastructure according to the Districts’ design standards and in accordance with the Districts’ Rules and Regulations. Further, the Applicant or Owners shall reimburse the Districts for any and all costs the Districts incur related to their review of the infrastructure design, construction and installation, including reimbursement of its engineers and consultants.

Service will be provided to the Property subject to and conditioned upon the terms of the Districts' Rules and Regulations, as amended from time to time, and the payment of all fees, rates and charges imposed thereunder. This conditional will serve commitment shall run only to the Property and shall not be transferable or assignable in any manner whatsoever.

This Conditional Will Serve Letter shall automatically expire if the conditions above described are not satisfied within 24 months from the date of this letter, unless otherwise renewed by the Districts in writing.

Please do not hesitate to contact us with any questions regarding this Will Serve letter. Thank you.

Yours truly,



Bill Guman, President

Saddlehorn Ranch Metropolitan District Nos. 1-3