

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF THE  
RESERVE AT CORRAL BLUFFS PROPERTY OWNERS ASSOCIATION NO. 2, INC.**

The undersigned members of the Board of Directors of THE RESERVE AT CORRAL BLUFFS PROPERTY OWNERS ASSOCIATION NO. 2, INC. (the "Association"), CORRAL RANCHES DEVELOPMENT CO., INC., who constitute all the members of the initial Board of Directors, have agreed and consented that this Consent constitutes the minutes of a meeting of the Board of Directors and pursuant to Sections 7-128-202 and 204 of the Colorado Revised Statutes (1973), has waived all notice whatsoever of any meeting and has agreed and consented to the following actions and unanimously votes for the following resolutions:

RESOLVED, the Bylaws dated February 28, 2020 are hereby ratified and approved by the Board of Directors.

FURTHER RESOLVED, the following persons be and hereby are duly elected to the offices set forth opposite their respective names to serve until the next annual meeting of Directors and until their successors are duly elected and qualified:

Howard J. Kunstle    President

David P. Kunstle    Secretary/Treasurer

FURTHER RESOLVED, the Association is authorized to enter into that certain Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement with El Paso County as attached hereto and the Association's President is hereby authorized and directed to sign said document on behalf of the Association.

FURTHER RESOLVED, Howard J. Kunstle is hereby appointed to be the sole member of the Architectural Control Committee pursuant to the Declaration.

The foregoing actions/resolutions shall have the same effect as actions/resolutions taken at a meeting of Directors.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF DIRECTORS:

\_\_\_\_\_  
Howard J. Kunstle, Director

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David P. Kunstle, Director

Attest:

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David P. Kunstle, Secretary

**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 CORRAL RANCHES DEVELOPMENT CO., INC. (Developer) and THE RESERVE AT CORRAL BLUFFS PROPERTY OWNERS ASSOCIATION NO. 2, INC., (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 Schedule 1 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 THE RESERVE AT CORRAL BLUFFS FILING NO. 3; 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 for the subdivision two detention basin/stormwater quality BMP(s) known as Rain Garden A1 and Rain Garden A2, as depicted on Exhibit A hereto ("detention basin/BMP(s)") as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County's MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

I. WHEREAS, Developer desires to maintain the existing detention basin/BMP(s) on property that will be platted as THE RESERVE AT CORRAL BLUFFS FILING NO. 3 and as set forth on Schedule 2 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 Schedule 2; and

K. WHEREAS, it is the County's experience that subdivision developers and homeowners' associations historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and homeowners' associations have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this Subdivision due to the Developer's or the Association's failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to so construct the detention basin/BMP(s), and further conditions approval on the Association's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

N. WHEREAS, the County could condition subdivision approval on the Developer's promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer's and the Association's promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

P. WHEREAS, given that the Association could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's creation, by and through this Agreement, of a covenant running with the land upon each and every lot in the Subdivision.

#### Agreement

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

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

2. Covenants Running with the Land and Pro Rata Liability upon Individual Lot Owners: Developer and the Association agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Schedule 1 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 on that portion of the Property described in Schedule 2 attached hereto and incorporated herein by this reference, the two detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. 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 construed to 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 as the prevailing party 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 [Schedule 2](#). 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). Developer and the Association reserve the right of ownership, use, development, and occupancy of the Property and Subdivision, including the right and authority to grant other easements, provided that said ownership, use, development and occupancy shall not impair the benefits of the easement granted hereunder.

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 written notice to the Developer, the Association and their respective successors and assigns, including the individual lot owners within the Subdivision, that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Association agree and covenant, for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement; however, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, and as per the provisions of Paragraph Two (2) above.

The term "actual costs and expenses" shall be construed to 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 as the prevailing party to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

8. Contingencies of Subdivision Approval: Developer's and the Association's execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. The County's receipt of a copy of the Articles of Incorporation for the Association, as filed with the Colorado Secretary of State; receipt of the Certificate of Incorporation or other comparable proof for the same from the Colorado Secretary of State; a copy of the Bylaws of the Association; a copy of the organizational minutes or other appropriate document of the Association, properly executed and attested, establishing that the Association has adopted this Agreement as an obligation of the Association; and
- b. A copy of the Covenants of the Subdivision establishing that the Association is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s); that the Association has adopted this Agreement as an obligation of the Association; and that a funding mechanism is in place whereby individual lot owners within the Subdivision pay a regular fee to the Association for, among other matters, the inspection, cleaning, maintenance, and repair of the detention basin/BMP(s); and
- c. A copy of the Covenants of the Subdivision establishing that this Agreement is incorporated into the Covenants, and that such Agreement touches and concerns each and every lot within the Subdivision.

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

9. Distribution to Lot Purchasers: Upon the initial sale of any lot within the Subdivision, prior to closing on such sale, the Developer shall give a copy of this Agreement to the potential Buyer.

10. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

11. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Association agree, for themselves, their respective successors and assigns, including the individual lot owners in the Subdivision, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers,



servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law. However, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision.

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

13. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, the Association, or their respective successors and assigns, including any individual lot owners in the Subdivision, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

14. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer and the Association shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Association, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

CORRAL RANCHES DEVELOPMENT CO., INC.

By: \_\_\_\_\_  
Howard J. Kunstle, President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Howard J. Kunstle, President of Corral Ranches Development Co., Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by:

THE RESERVE AT CORRAL BLUFFS PROPERTY OWNERS ASSOCIATION NO. 2, INC.,  
a Colorado nonprofit corporation.

By: \_\_\_\_\_  
Howard J. Kunstle s, President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Howard J. Kunstle, President, The Reserve at Corral Bluffs Property Owners Association No. 2, Inc., 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\_\_, 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

## **SCHEDULE 1**

**[unplatted legal description to be added]**

953 E. Fillmore Street  
Colorado Springs, CO 80907  
719-636-5179  
719-636-5199 fax

THE RESERVE AT CORRAL BLUFFS FILING 3

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF A TRACT OF LAND BEING A PORTION OF;  
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, T13S, R64W OF THE 6th P.M;  
THE EAST HALF OF SECTION 31, T13S, R64W OF THE 6th P.M;  
EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

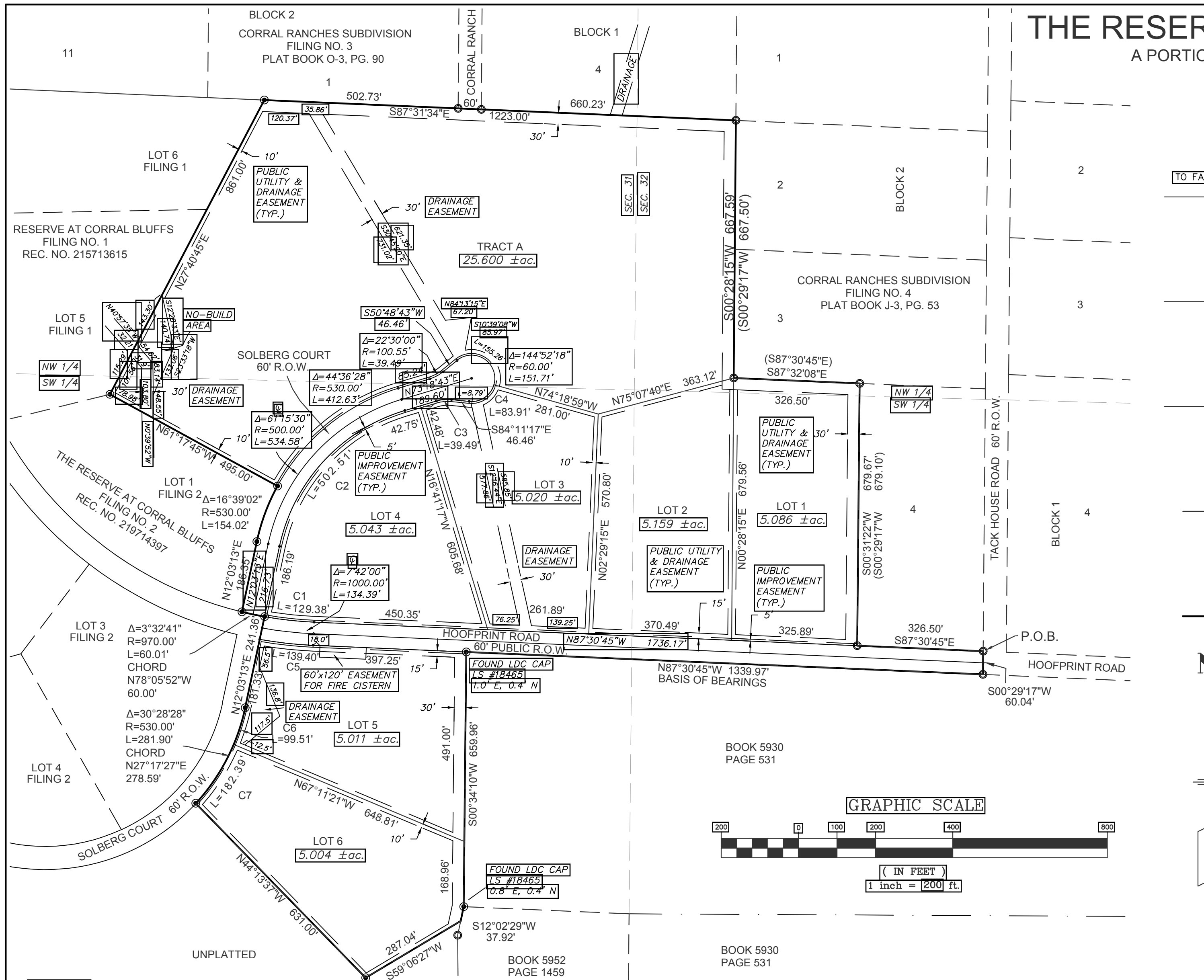
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 2, CORRAL RANCHES FILING SUBDIVISION NO. 4 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK J-3 AT PAGE 53 OF THE EL PASO COUNTY RECORDS;  
THENCE S00°29'17"W ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4, SAID LINE BEING COINCIDENT WITH THE WEST RIGHT OF WAY LINE OF TACK HOUSE ROAD AS PLATTED BY SAID SUBDIVISION, A DISTANCE OF 60.04 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF HOOFPRIENT ROAD AS PLATTED BY SAID SUBDIVISION;  
THENCE N87°30'45"W ON THE WESTERLY EXTENSION OF SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING COINCIDENT WITH THE NORTH LINE OF THE TRACT DESCRIBED IN BOOK 5930 AT PAGE 531 OF SAID EL PASO COUNTY RECORDS, A DISTANCE OF 1339.97 FEET TO THE NORTHWEST CORNER OF SAID TRACT;  
THENCE S00°34'10"W ON THE WEST LINE OF SAID TRACT A DISTANCE OF 659.96 FEET TO THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN BOOK 5952 AT PAGE 1459 OF SAID EL PASO COUNTY RECORDS;  
THENCE S12°02'29"W ON THE WESTERLY LINE OF SAID TRACT A DISTANCE OF 37.92 FEET;  
THENCE S59°06'27"W A DISTANCE OF 287.04 FEET;  
THENCE N44°13'37"W A DISTANCE OF 631.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SOLBERG COURT AS PLATTED BY THE RESERVE AT CORRAL BLUFFS FILING NO. 2 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 219714397 OF SAID EL PASO COUNTY RECORDS;  
THE FOLLOWING SIX (6) COURSES ARE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID FILING NO. 2;  
1. THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 30°28'28", AN ARC DISTANCE OF 281.90 FEET;  
2. THENCE N12°03'13"E A DISTANCE OF 241.36 FEET;  
3. THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 970.00 FEET, THROUGH A CENTRAL ANGLE OF 3°32'41", AN ARC DISTANCE OF 60.01 FEET, THE LONG CHORD OF WHICH BEARS N78°05'52"W A DISTANCE OF 60.00 FEET;  
4. THENCE N12°03'13"E A DISTANCE OF 186.35 FEET;  
5. THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 16°39'02", AN ARC DISTANCE OF 154.02 FEET;

6. THENCE N61°17'45"W A DISTANCE OF 495.00 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF THE RESERVE AT CORRAL BLUFFS FILING NO. 1 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 215713615 OF SAID EL PASO COUNTY RECORDS;  
THENCE N27°40'45"E ON THE EASTERLY BOUNDARY OF SAID FILING NO. 1 A DISTANCE OF 861.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 2, CORRAL RANCHES SUBDIVISION FILING NO. 3 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK O-3 AT PAGE 90 OF SAID EL PASO COUNTY RECORDS TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, BLOCK 2 OF THE AFORESAID CORRAL RANCHES SUBDIVISION FILING NO. 4;  
THENCE S00°28'15"W ON THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 667.59 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID BLOCK 2;  
THENCE S87°32'08"E ON THE SOUTH LINE OF SAID LOT 3, BLOCK 2, A DISTANCE OF 326.50 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 2;  
THENCE S00°31'22"W ON THE WEST LINE OF SAID LOT 4 A DISTANCE OF 679.67 FEET TO THE SOUTHWEST CORNER THEREOF;  
THENCE S87°30'45"E ON THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 326.50 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN.

THE DESCRIBED TRACT CONTAINS 59.952 ACRES, MORE OR LESS.

## **EXHIBIT B**

**[Plat of Filing No.3 to be added]**

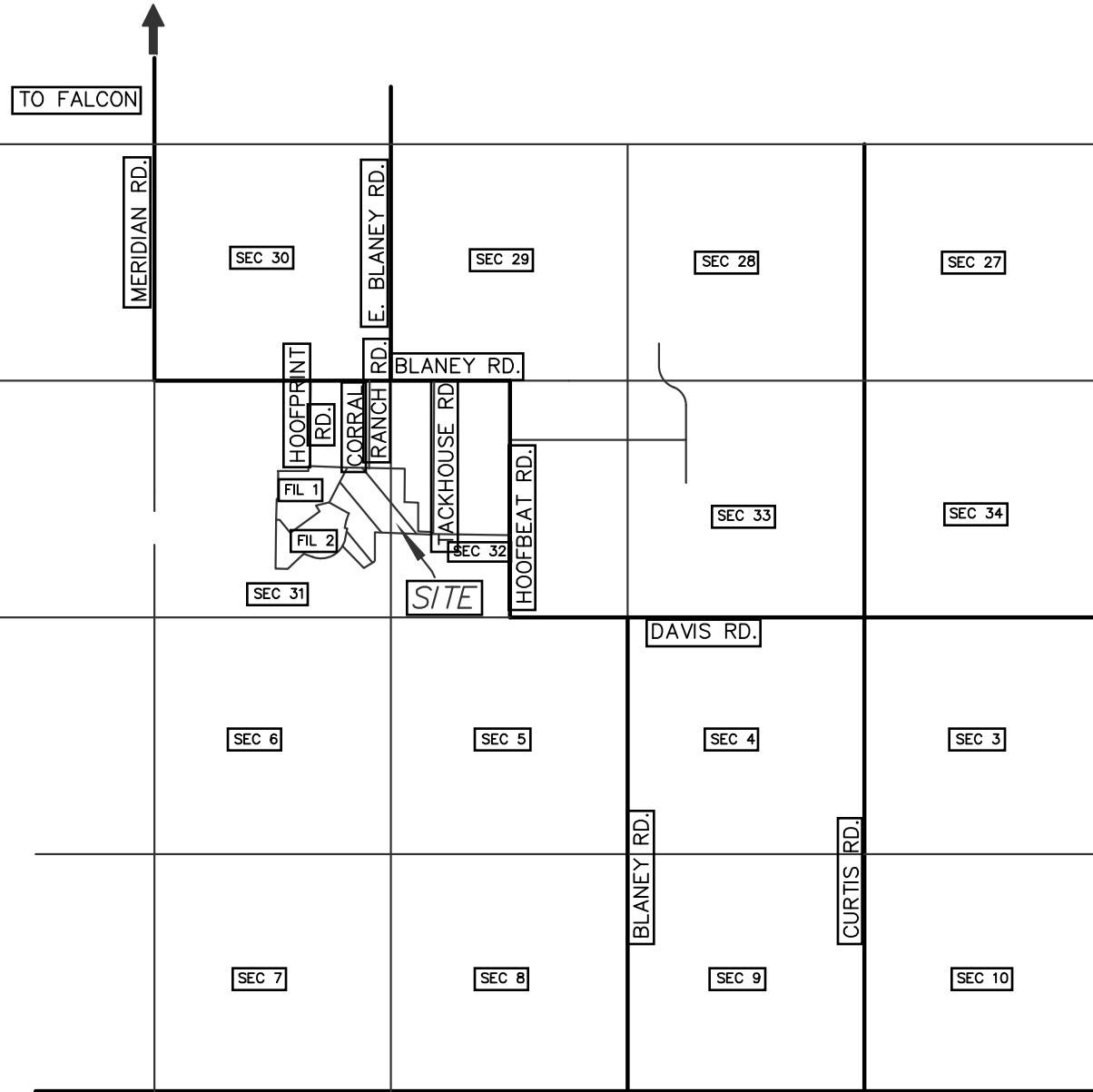


#### NOTES:

- STRUCTURAL FOUNDATIONS ON THE LOTS IN THIS SUBDIVISION SHALL BE DESIGNED BY A COLORADO REGISTERED PROFESSIONAL ENGINEER.
- INDIVIDUAL WELLS ARE THE RESPONSIBILITY OF EACH PROPERTY OWNER. PERMITS FOR INDIVIDUAL WELLS MUST BE OBTAINED FROM THE STATE ENGINEER WHO BY LAW HAS THE AUTHORITY TO SET CONDITIONS FOR THE ISSUANCE OF THESE PERMITS.
- SEWAGE TREATMENT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER. THE EL PASO COUNTY HEALTH DEPARTMENT MUST APPROVE EACH SYSTEM. DUE TO AREAS THAT MAY NOT BE SUITABLE FOR SEPTIC SYSTEMS AS IDENTIFIED IN THE WASTE WATER STUDY INCLUDED IN THE SOIL AND GEOLOGY REPORT, AN ENGINEERED SEPTIC SYSTEM MAY BE REQUIRED.
- THE FOLLOWING REPORTS ARE ON FILE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: SOIL AND GEOLOGY STUDY, DRAINAGE REPORT, WATER RESOURCES REPORT, EROSION CONTROL, TRAFFIC IMPACT STUDY AND PRELIMINARY PLAN SP12-001.
- ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OR RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.
- MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES POSTAL SERVICE REGULATIONS.
- NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED OR TRANSFERRED WHETHER BY DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMON DEVELOPMENT IMPROVEMENTS HAVE BEEN CONSTRUCTED AND COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NO. 21910584 IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO, OR IN THE ALTERNATIVE, OTHER COLLATERAL IS PROVIDED TO MAKE PROVISION FOR THE COMPLETION OF SAID IMPROVEMENTS IN ACCORDANCE WITH THE EL PASO COUNTY LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL. ANY SUCH ALTERNATIVE COLLATERAL MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR AND MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER. THE PLAT RESTRICTION MAY BE REMOVED OR RESCINDED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR UPON EITHER APPROVAL OF AN ALTERNATIVE FORM OF COLLATERAL OR COMPLETION AND PRELIMINARY ACCEPTANCE BY THE BOARD OF COUNTY COMMISSIONERS OF ALL IMPROVEMENTS REQUIRED TO BE CONSTRUCTED AND COMPLETED IN ACCORDANCE WITH SAID SUBDIVISION IMPROVEMENTS AGREEMENT. THE PARTIAL RELEASE OF LOTS FOR SALE, CONVEYANCE OR TRANSFER MAY ONLY BE GRANTED IN ACCORDANCE WITH ANY PLANNED PARTIAL RELEASE OF LOTS AUTHORIZED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT.
- THE OWNER, ITS SUCCESSORS AND ASSIGNS SHALL ADVISE THE HOME OWNERS ASSOCIATION AND ALL FUTURE OWNERS OF THESE LOTS OF ALL APPLICABLE REQUIREMENTS OF THE DETERMINATION OF WATER RIGHT. NO. 516-BD AND 517 BD.
- WATER IN THE DENVER BASIN AQUIFERS IS ALLOCATED BASED ON A 100 YEAR AQUIFER LIFE; HOWEVER, FOR EL PASO COUNTY PLANNING PURPOSES, WATER IN THE DENVER BASIN AQUIFERS IS EVALUATED BASED ON A 300 YEAR AQUIFER LIFE. APPLICANTS, THE HOMEOWNERS ASSOCIATION, AND ALL FUTURE OWNERS IN THE SUBDIVISION SHOULD BE AWARE THAT THE ECONOMIC LIFE OF A WATER SUPPLY BASED ON WELLS IN A GIVEN DENVER BASIN AQUIFER MAY BE LESS THAN EITHER THE 100 YEARS OR 300 YEARS INDICATED DUE TO ANTICIPATED WATER LEVEL DECLINES. FURTHERMORE, THE WATER SUPPLY PLAN SHOULD NOT RELY SOLELY UPON NON-RENEWABLE AQUIFERS.
- THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE THE RESERVE AT CORRAL BLUFFS FILING NO. 3 IS RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER.
- INDIVIDUAL LOT PURCHASERS ARE RESPONSIBLE FOR CONSTRUCTING DRIVEWAYS, INCLUDING NECESSARY DRAINAGE CULVERTS FROM HOOFFPRINT ROAD PER LAND DEVELOPMENT CODE SECTION 6.3.3.C.2 AND 6.3.3.C.3 DUE TO THEIR LENGTH, SOME OF THE DRIVEWAYS WILL NEED TO BE SPECIFICALLY APPROVED BY THE FALCON FIRE DISTRICT.
- THE DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORP. OF ENGINEERS, THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT.
- THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
- INDIVIDUAL PROPERTY OWNERS WITHIN THIS SUBDIVISION ARE SUBJECT TO ROAD IMPACT FEES IN ACCORDANCE WITH THE EL PASO COUNTY IMPACT FEE PROGRAM RESOLUTION (RESOLUTION 19-471) AS AMENDED. FEES FOR EACH LOT WITHIN THIS SUBDIVISION SHALL BE PAID IN FULL AT THE TIME OF BUILDING PERMIT ISSUANCE.
- EL PASO COUNTY WILL NOT PAVE THE ROADS IN THIS SUBDIVISION.
- NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY. INDIVIDUAL LOT PURCHASERS ARE RESPONSIBLE FOR CONSTRUCTING DRIVEWAYS, INCLUDING THE NECESSARY CULVERTS.
- THIS PROPERTY IS LOCATED WITHIN ZONE X "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN" AS DETERMINED BY THE FLOOD INSURANCE RATE MAP NUMBER 08041C0780G AND 08041C0584G, DATED DECEMBER 7, 2018.
- GEOLOGIC HAZARDS NOTE: LOT 3 AND TRACT A HAVE BEEN FOUND TO BE PARTIALLY IMPACTED BY AREAS OF POTENTIALLY SEASONALLY HIGH GROUND WATER. TRACT A HAS BEEN FOUND TO BE PARTIALLY IMPACTED BY AREAS OF PONDED WATER. SEE FINAL PLAT DRAWING AND THE RESERVE AT CORRAL BLUFFS SOILS, GEOLOGY, GEOLOGIC HAZARDS STUDY PREPARED BY ENTECH ENGINEERS DATED DECEMBER 11, 2019 IN FILE SP207 AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.
- SEPTIC SYSTEMS NOTE: LOTS 1 AND 2 AND TRACT A HAVE BEEN FOUND TO BE PARTIALLY IMPACTED BY AREAS WHERE DESIGNED SEPTIC SYSTEMS MAY BE REQUIRED DUE TO SLOW PERCOLATION RATES. SEE THE RESERVE AT CORRAL BLUFFS WASTE WATER STUDY PREPARED BY ENTECH ENGINEERS DATED DECEMBER 11, 2019 IN FILE SP207 AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.
- TRACT A IS DEDICATED AS A FUTURE DEVELOPMENT TRACT WITH OWNERSHIP AND MAINTENANCE BEING RETAINED BY THE OWNER.

## THE RESERVE AT CORRAL BLUFFS FILING NO. 3

A PORTION OF THE EAST HALF OF SECTION 31 AND WEST HALF OF SECTION 32  
TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
EL PASO COUNTY, COLORADO



#### EASEMENTS:

UNLESS SHOWN GREATER IN WIDTH; SIDE AND REAR LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT EASEMENT FOR DRAINAGE AND PUBLIC UTILITIES ONLY; FRONT LOT LINES ARE HEREBY PLATTED WITH A FIFTEEN (15) FOOT EASEMENT FOR DRAINAGE AND PUBLIC UTILITIES AND A FIVE (5) FOOT EASEMENT FOR PUBLIC IMPROVEMENTS ONLY; THE PLAT BOUNDARY IS HEREBY PLATTED WITH A THIRTY (30) FOOT EASEMENT FOR DRAINAGE AND PUBLIC UTILITIES ONLY. THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THE EASEMENT AREAS IS VESTED WITH THE PROPERTY OWNERS.

#### NOTES:

- FOUND A 5/8" DIAMETER REBAR AND A 1-1/2" DIAMETER ALUMINUM CAP "LW PE & LS 2892" OR AS NOTED
- SET A 5/8" DIAMETER REBAR, 18" IN LENGTH, WITH A 1-1/2" DIAMETER ALUMINUM CAP "LWA PLS 28658"

THE BASIS OF BEARINGS FOR THIS SUBDIVISION IS THE NORTH LINE OF THE TRACT DESCRIBED IN BOOK 5930 AT PAGE 531, N87°30'45"W - 1339.97', THE DIRECTION IS BASED ON THAT RECORDED DOCUMENT AND THE LINE IS MONUMENTED AS SHOWN.

RESEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. SC55034293\*1, DATED AUGUST 4, 2011.

DIMENSIONS SHOWN ARE BASED ON FIELD MEASUREMENTS. DIMENSIONS SHOWN IN PARENTHESIS ARE THOSE DIMENSIONS OF RECORD THAT VARY FROM FIELD MEASUREMENTS.

UNITS OF MEASURE ARE U.S. SURVEY FEET.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	DIRECTION	CHORD
C1	4=7°38'32"	970.00'	129.38'	N83°41'29"W	129.29'
C2	4=61°15'30"	470.00'	502.51'	S42°40'58"W	478.91'
C3	4=22°30'00"	100.55'	139.49'	S64°33'43"W	39.23'
C4	4=80°07'44"	160.00'	183.91'	N55°44'52"E	77.24'
C5	4=74°51'6"	1030.00'	139.29'	S83°38'07"E	139.29'
C6	4=10°45'26"	530.00'	199.51'	N17°25'56"E	99.36'
C7	4=19°43'02"	530.00'	182.39'	N32°40'10"E	181.49'

"NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON."

#### SURVEYOR'S CERTIFICATION:

I, KEVIN M. O'LEARY, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE DATE OF THE SURVEY, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISION, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

KEVIN M. O'LEARY  
COLORADO REGISTERED PLS #28658  
FOR AND ON BEHALF OF  
LWA LAND SURVEYING, INC.

DATE

#### BE IT KNOWN BY THESE PRESENTS:

THAT CORRAL RANCHES DEVELOPMENT CO INC, HOWARD J. KUNSTLE, PRESIDENT IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

A TRACT OF LAND BEING A PORTION OF:  
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 32, T13S, R64W OF THE 6th P.M.  
THE EAST HALF OF SECTION 31, T13S, R64W OF THE 6th P.M.  
EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 2, CORRAL RANCHES FILING SUBDIVISION NO. 4 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK J-3 AT PAGE 53 OF THE EL PASO COUNTY RECORDS;  
THENCE S00°29'17"W ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4, SAID LINE BEING COINCIDENT WITH THE WEST RIGHT OF WAY LINE OF TACK HOUSE ROAD AS PLATTED BY SAID SUBDIVISION, A DISTANCE OF 60.04 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF HOOFFPRINT ROAD AS PLATTED BY SAID SUBDIVISION;  
THENCE N87°30'45"W ON THE WESTERLY EXTENSION OF SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING COINCIDENT WITH THE NORTH LINE OF THE TRACT DESCRIBED IN BOOK 5930 AT PAGE 531 OF SAID EL PASO COUNTY RECORDS, A DISTANCE OF 1339.97 FEET TO THE NORTHWEST CORNER OF SAID TRACT;  
THENCE S00°34'10"W ON THE WEST LINE OF SAID TRACT A DISTANCE OF 659.96 FEET TO THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN BOOK 5952 AT PAGE 1459 OF SAID EL PASO COUNTY RECORDS;  
THENCE S12°02'29"W ON THE WESTERLY LINE OF SAID TRACT A DISTANCE OF 37.92 FEET;  
THENCE S89°06'27"W A DISTANCE OF 287.04 FEET;  
THENCE N44°13'37"W A DISTANCE OF 631.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SOLBERG COURT AS PLATTED BY THE RESERVE AT CORRAL BLUFFS FILING NO. 2 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 219714397 OF SAID EL PASO COUNTY RECORDS;  
THE FOLLOWING SIX (6) COURSES ARE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID FILING NO. 2:  
1. THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 30°28'28", AN ARC DISTANCE OF 281.90 FEET;  
2. THENCE N12°03'13"E A DISTANCE OF 241.36 FEET;  
3. THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 970.00 FEET, THROUGH A CENTRAL ANGLE OF 3°32'41", AN ARC DISTANCE OF 60.01 FEET, THE LONG CHORD OF WHICH BEARS N78°05'52"W A DISTANCE OF 60.00 FEET;  
4. THENCE N12°03'13"E A DISTANCE OF 186.35 FEET;  
5. THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 16°39'02", AN ARC DISTANCE OF 154.02 FEET;  
6. THENCE N61°17'45"W A DISTANCE OF 495.00 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF THE RESERVE AT CORRAL BLUFFS FILING NO. 1 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 215713615 OF SAID EL PASO COUNTY RECORDS;  
THENCE N27°40'45"E ON THE EASTERLY BOUNDARY OF SAID FILING NO. 1 A DISTANCE OF 861.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 2, CORRAL RANCHES SUBDIVISION FILING NO. 3 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK O-3 AT PAGE 90 OF SAID EL PASO COUNTY RECORDS TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, BLOCK 2 OF THE AFORESAID CORRAL RANCHES SUBDIVISION FILING NO. 4;  
THENCE S00°28'15"W ON THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 667.59 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID BLOCK 2;  
THENCE S87°32'08"E ON THE SOUTH LINE OF SAID LOT 3, BLOCK 2, A DISTANCE OF 326.50 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 2;  
THENCE S00°31'22"W ON THE WEST LINE OF SAID LOT 4 A DISTANCE OF 679.67 FEET TO THE SOUTHWEST CORNER THEREOF;  
THENCE S87°30'45"E ON THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 326.50 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN.

THE DESCRIBED TRACT CONTAINS 59.952 ACRES, MORE OR LESS.

#### OWNERS CERTIFICATE

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF THE RESERVE AT CORRAL BLUFFS FILING NO. 3. ALL PUBLIC IMPROVEMENTS REQUIRED BY THIS LAND USE ACTION ARE HEREBY DEDICATED TO PUBLIC USE AND SAID OWNER DOES HEREBY COVENANT AND AGREE THAT THESE PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND THAT PROPER DRAINAGE AND EROSION CONTROL FOR THE SAME WILL BE PROVIDED AT SAID OWNER'S EXPENSE, ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, UPON ACCEPTANCE BY RESOLUTION, ALL PUBLIC IMPROVEMENTS SO DEDICATED WILL BECOME MATTERS OF MAINTENANCE BY EL PASO COUNTY, COLORADO. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES, COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

#### IN WITNESS WHEREOF

THE AFOREMENTIONED CORRAL RANCHES DEVELOPMENT CO. INC., HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CORRAL RANCHES DEVELOPMENT CO INC.  
HOWARD J. KUNSTLE, PRESIDENT

#### NOTARIAL

STATE OF COLORADO) SS  
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020 BY HOWARD J. KUNSTLE, PRESIDENT CORRAL RANCHES DEVELOPMENT CO. INC.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

#### BOARD OF COUNTY COMMISSIONERS APPROVAL:

THIS PLAT FOR THE RESERVE AT CORRAL BLUFFS FILING NO. 3 WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL. THE DESIGNATIONS OF LAND TO THE PUBLIC, STREETS AND EASEMENTS ARE ACCEPTED, BUT PUBLIC IMPROVEMENTS THEREON WILL NOT BECOME THE MAINTENANCE RESPONSIBILITY OF EL PASO COUNTY UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL, AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.

CHAIR, BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

DIRECTOR PLANNING AND COMMUNITY DEVELOPMENT \_\_\_\_\_ DATE \_\_\_\_\_

#### RECORDING:

STATE OF COLORADO) SS  
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT MY OFFICE AT \_\_\_\_ O'CLOCK \_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, AND IS DULY RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHUCK BROERMAN

BY: \_\_\_\_\_  
COUNTY CLERK AND RECORDER

FEE: \_\_\_\_\_

SURCHARGE: \_\_\_\_\_

#### FEES:

DRAINAGE FEES: \_\_\_\_\_

BRIDGE FEES: \_\_\_\_\_

SCHOOL FEES: \_\_\_\_\_

PARK FEES: \_\_\_\_\_

FILE NO. SF-207

PREPARED BY

REV. 8/25/20

**LWA LAND SURVEYING, INC.**

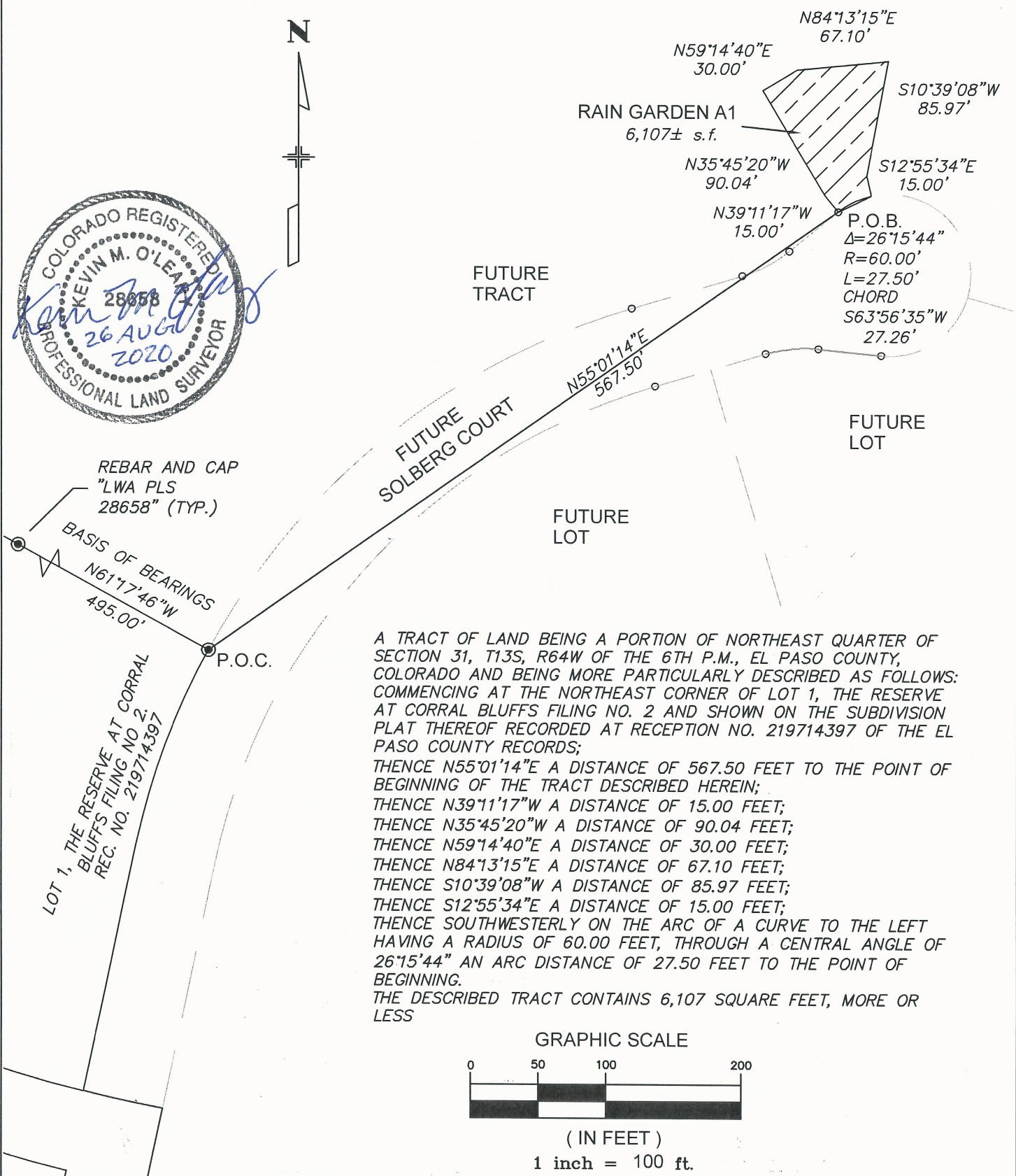
953 E. FILLMORE STREET  
COLORADO SPRINGS, COLORADO 80907  
PHONE (719) 636-5179

RESERVE AT CB FIL 3.DWG  
RECORDED 27 2019  
PROJECT 11032  
SHEET 11 OF 11



EXHIBIT A  
Pond Property Description

[See attached surveys of Rain Garden A1 and A2)



A TRACT OF LAND BEING A PORTION OF NORTHEAST QUARTER OF SECTION 31, T13S, R64W OF THE 6TH P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, THE RESERVE AT CORRAL BLUFFS FILING NO. 2 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 219714397 OF THE EL PASO COUNTY RECORDS;

THENCE N55°01'14"E A DISTANCE OF 567.50 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;

THENCE N39°11'17"W A DISTANCE OF 15.00 FEET;

THENCE N35°45'20"W A DISTANCE OF 90.04 FEET;

THENCE N59°14'40"E A DISTANCE OF 30.00 FEET;

THENCE N84°13'15"E A DISTANCE OF 67.10 FEET;

THENCE S10°39'08"W A DISTANCE OF 85.97 FEET;

THENCE S12°55'34"E A DISTANCE OF 15.00 FEET;

THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 26°15'44" AN ARC DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED TRACT CONTAINS 6,107 SQUARE FEET, MORE OR LESS

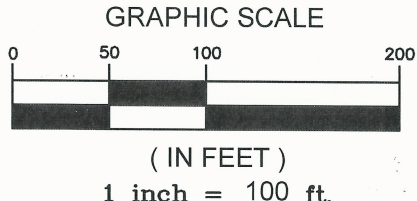
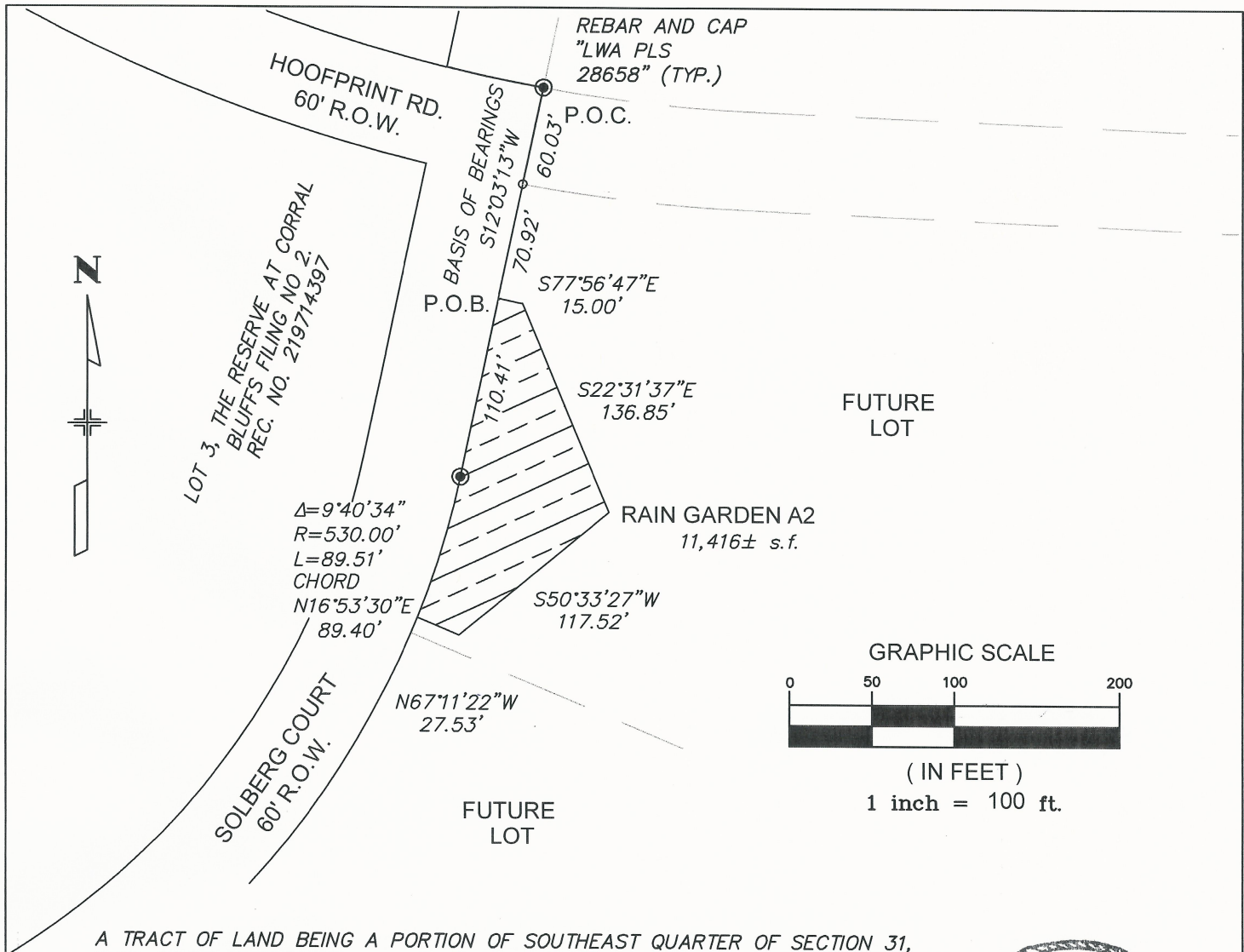


EXHIBIT A  
THE RESERVE AT CORRAL  
RANCHES FILING 3  
RAIN GARDEN A1

DWG: CR A1  
SCALE: 1"=100'  
DATE: 8/26/20  
DRAWN: KMO  
CHECKED: THK  
PROJECT: 11032

LWA LAND SURVEYING, INC.  
953 E. FILLMORE STREET  
COLORADO SPRINGS, CO 80907  
TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS:



A TRACT OF LAND BEING A PORTION OF SOUTHEAST QUARTER OF SECTION 31, T13S, R64W OF THE 6TH P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF HOOFTPRINT ROAD AND SOLBERG COURT AS PLATTED BY THE RESERVE AT CORRAL BLUFFS FILING NO. 2 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 219714397 OF THE EL PASO COUNTY RECORDS;  
THENCE S12°03'13"W ON THE EAST RIGHT OF WAY OF SOLBERG COURT A DISTANCE OF 130.95 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;  
THENCE S77°56'47"E A DISTANCE OF 15.00 FEET;  
THENCE S22°31'37"E A DISTANCE OF 136.85 FEET;  
THENCE S50°33'27"W A DISTANCE OF 117.52 FEET;  
THENCE N67°11'22"W A DISTANCE OF 27.53 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY OF SOLBERG COURT;  
THENCE NORTHEASTERLY ON SAID EASTERLY RIGHT OF WAY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 9°40'34" AN ARC DISTANCE OF 89.51 FEET;  
THENCE N12°03'13"E CONTINUING ON THE EAST RIGHT OF WAY OF SOLBERG COURT A DISTANCE OF 110.41 FEET TO THE POINT OF BEGINNING.  
THE DESCRIBED TRACT CONTAINS 11,416 SQUARE FEET, MORE OR LESS



EXHIBIT A  
THE RESERVE AT CORRAL  
RANCHES FILING 3  
RAIN GARDEN A2

DWG: CR A1  
SCALE: 1"=100'  
DATE: 8/26/20  
DRAWN: KMO  
CHECKED: THK  
PROJECT: 11032

LWA LAND SURVEYING, INC.  
953 E. FILLMORE STREET  
COLORADO SPRINGS, CO 80907  
TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS: