

TEMPORARY DRAINAGE & CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY DRAINAGE & CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is executed and effective as of June 20, 2022 (the "Effective Date"), by and between CLASSIC SRJ LAND, LLC, a Colorado limited liability company ("Grantor") and TIMBERRIDGE DEVELOPMENT GROUP, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantee desires to access Grantor's Property in order to complete construction of temporary drainage improvements and Grantor agrees to grant to Grantee a temporary easement in order for Grantee to complete said improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and its duly authorized agents, consultants and independent contractors (collectively, "**Representatives**") a nonexclusive temporary easement to (a) enter and cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to conduct grading and construction of drainage improvements and (b) convey stormwater from Grantee's property onto Grantor's Property; and said easement area is further depicted and legally described on the attached Exhibit A (the "**Easement**" or "**Grantor's Property**").

2. Term. The Easement and the rights granted herein shall remain in full force and effect until such time after the Effective Date that Grantor records a final plat over the Easements.

3. Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor's Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the Easement granted herein and Grantee's construction activities described above.

4. General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.

5. Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.

6. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action

shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7. No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

8. Easements Run with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, representatives, successors and assigns.

10. Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

EXHIBIT A
Easement

(Attached)



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653;

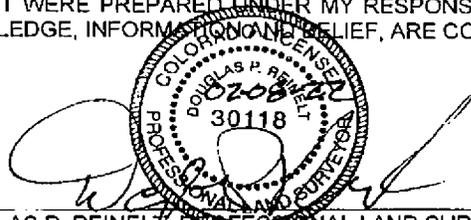
THENCE S47°00'28"E, A DISTANCE OF 1848.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°54'30"E, A DISTANCE OF 25.01 FEET;
THENCE S87°35'00"W, A DISTANCE OF 502.33 FEET;
THENCE S02°25'00"E, A DISTANCE OF 70.00 FEET;
THENCE S87°35'00"W, A DISTANCE OF 220.00 FEET;
THENCE N02°25'00"W, A DISTANCE OF 95.00 FEET TO A POINT THE SOUTH LINE OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 AND THE SOUTHERLY BOUNDARY OF TRACT D AS PLATTED IN SAID RETREAT AT TIMBERRIDGE FILING NO. 1;
THENCE N87°35'00"E, ON SOUTH LINE OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 AND THE SOUTHERLY BOUNDARY OF SAID TRACT D, A DISTANCE OF 83.61 FEET;
THENCE CONTINUING N87°35'00"E, ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 A DISTANCE OF 639.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.768 ACRES (33,466 SF).

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

FEBRUARY 1, 2022
DATE

ACCESS, GRADING, & CONSTRUCTION EASEMENT AGREEMENT

This ACCESS, GRADING, & CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is executed and effective as of June 21, 2022 (the "Effective Date"), by and between by and between ARTESIA LOT HOLDINGS, LLC, a Texas limited liability company ("Grantor") and TIMBERRIDGE DEVELOPMENT GROUP, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of a portion of that certain real property known by El Paso County Assessor Schedule Number 5200000547 ("Grantor's Property");

B. Grantee is the owner of that certain real property known by El Paso County Assessor Schedule Number 5227300001 ("Grantee's Property"); and

D. Grantee desires to access Grantor's Property in order to complete construction of temporary drainage improvements and Grantor agrees to grant to Grantee a temporary easement in order for Grantee to complete said improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and its duly authorized agents, consultants and independent contractors (collectively, "Representatives") a nonexclusive temporary easement to (a) enter and cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to conduct grading on Grantor's Property, as legally described on the attached Exhibit A; and (b) enter and cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to construct drainage improvements and convey stormwater from Grantee's property onto Grantor's Property as legally described on the attached Exhibit B (collectively, the "Easement").

2. Term. The Easement and the rights granted herein shall remain in full force and effect until such time after the Effective Date that Grantor or its successors records a final plat over the Easements.

3. Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor's Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the Easement granted herein and Grantee's construction activities described above.

4. General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.

5. Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.

6. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7. No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

8. Easements Run with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, Representatives, successors and assigns.

10. Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[SIGNATURES ON THE FOLLOWING PAGE]

EXHIBIT A
Grading Easement

(Attached)

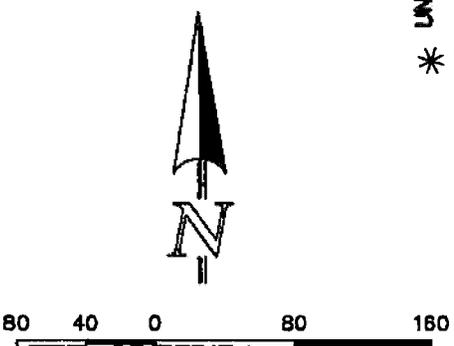
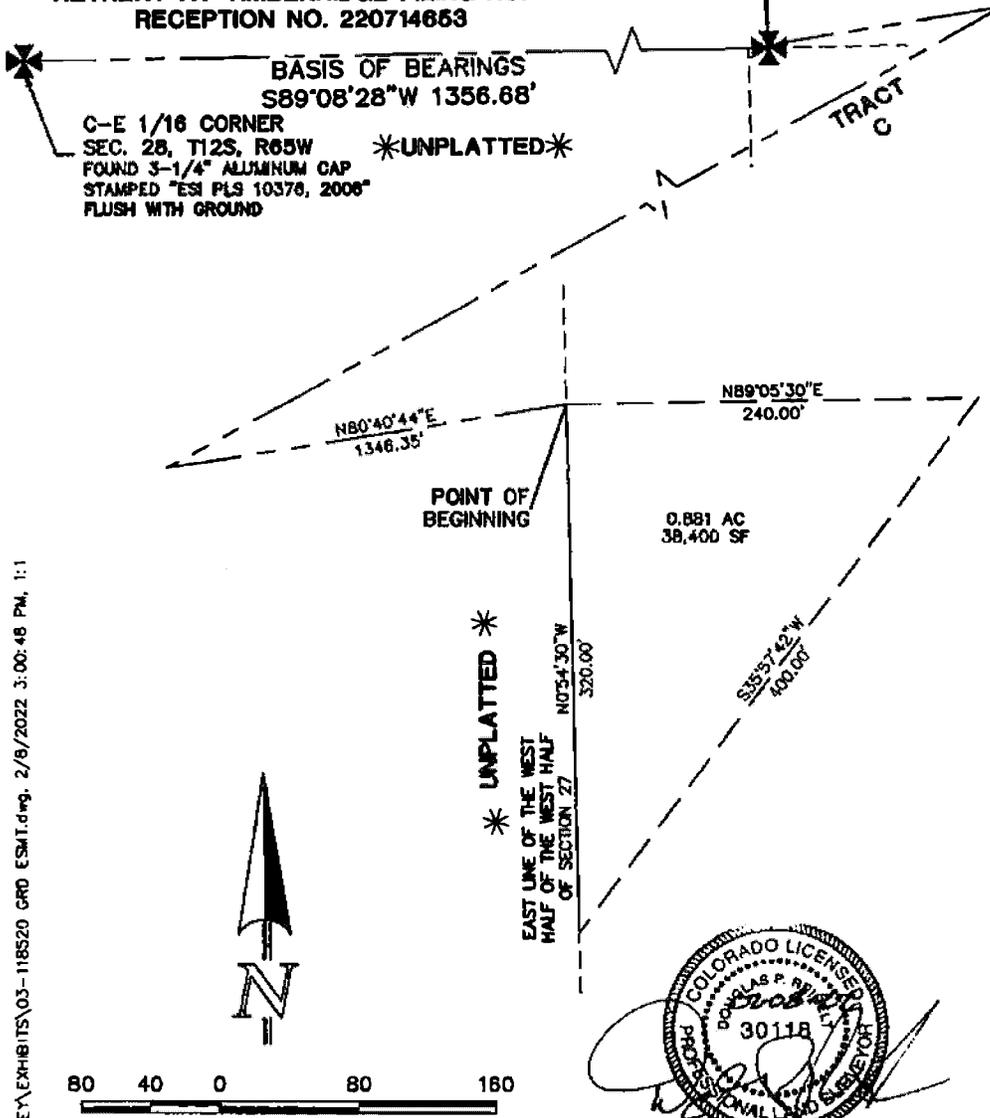


618 North Cascade Avenue, Suite 200 (719)785-0780
 Colorado Springs, Colorado 80903 (719)785-0789 (Fax)

GRADING EASEMENT
 JOB NO. 1185.20-03
 OCTOBER 14, 2021
 SHEET 2 OF 2

POCO ROAD
 * (60' PUBLIC ROW) *
 RETREAT AT TIMBERRIDGE FILING NO. 1
 RECEPTION NO. 220714653

POINT OF COMMENCING
 30' WITNESS CORNER
 E 1/4 CORNER
 SEC. 28, T12S, R65W
 FOUND 3-1/4" ALUMINUM CAP
 STAMPED "ESI PLS 10376, 2008"
 0.1' ABOVE GROUND



SCALE: 1" = 80'
 U.S. SURVEY FOOT



N:\118520\DRAWINGS\SURVEY\EXHIBITS\03-118520 GRD ESM.T.dwg. 2/8/2022 3:00:48 PM, 1:1

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

EXHIBIT B
Drainage Easement
(Attached)



JOB NO.1185.20-02R
OCTOBER 14, 2021
REV. FEBRUARY 1, 2022
PAGE 1 OF 3

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

LEGAL DESCRIPTION: DRAINAGE EASEMENTS

TWO (2) PARCELS OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.88 FEET.

PARCEL 1

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653;

THENCE S82°14'28"E, A DISTANCE OF 1347.25 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°05'30"E, A DISTANCE OF 25.00 FEET;
THENCE S00°54'30"E, A DISTANCE OF 1103.03 FEET;
THENCE S87°35'00"W, A DISTANCE OF 25.01 FEET;
THENCE N00°54'30"W, A DISTANCE OF 25.01 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27;
THENCE CONTINUING N00°54'30"W, ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 1078.88 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.633 ACRES (27,584 SF).

PARCEL 2

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653;

THENCE N80°40'44"E, A DISTANCE OF 1346.35 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

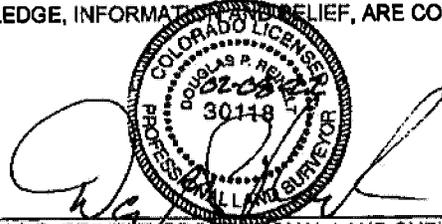
THENCE N00°54'30"W, ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 170.00 FEET;
THENCE N89°05'30"E, A DISTANCE OF 240.00 FEET;
THENCE S00°54'30"E, A DISTANCE OF 170.00 FEET;
THENCE S89°05'30"W A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.937 ACRES (40,800 SF).

CONTAINING A TOTAL CALCULATED AREA OF 1,570 ACRES (68,384 SF).

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

FEB 08, 2022
DATE



JOB NO. 1185.20-03
OCTOBER 14, 2021
PAGE 1 OF 2

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

LEGAL DESCRIPTION: GRADING EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653;

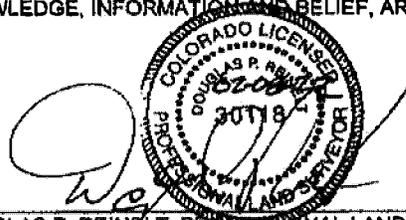
THENCE N80°40'44"E, A DISTANCE OF 1346.35 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°05'30"E, A DISTANCE OF 240.00 FEET;
THENCE S35°57'42"W, A DISTANCE OF 400.00 FEET TO A POINT ON EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27;
THENCE N00°54'30"W, ON EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.881 ACRES (38,400 SF).

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

FEB. 02, 2022
DATE

TEMPORARY TURN-AROUND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **TIMBERRIDGE DEVELOPMENT GROUP, LLC**, a Colorado limited liability company, hereinafter called the "Grantor", for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations in hand paid by the **BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO** hereinafter called the "Grantee, the receipt and sufficiency of which is hereby acknowledged, have given and granted and by these presents does hereby give and grant unto said Grantee, their heirs successors or assigns an **EXCLUSIVE EASEMENT** only along, over and across the following legally described premises:

See attached Exhibit A

for the purpose of a temporary public road right of way turn-around easement (the "Easement"). The Easement shall remain in force and effect until such time as the Easement Area is platted as part of a new subdivision plat. At the time of recording of the new subdivision plat, a portion of the Easement Area shall be platted as road right of way pursuant to County standards and approved construction drawings and a portion shall be platted as lots or tracts, and this Easement shall automatically terminate without further action from either party.

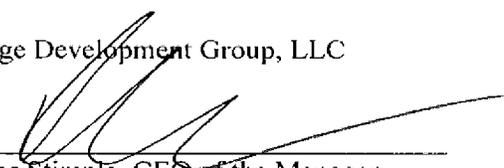
This Easement shall not be deemed to bind Grantee to any responsibility for maintenance or repair of the Easement unless and until the road improvements constructed thereon have been preliminary accepted by Grantee.

Grantor shall not grant any further easements or interest in the easement property without the written consent of Grantee, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, Grantor has executed this easement this 17th day of June, 2022.

"GRANTOR"

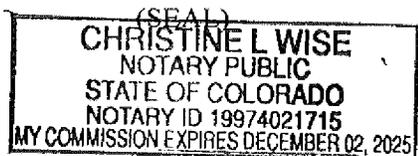
TimberRidge Development Group, LLC

By: 
Douglas Stimple, CEO of the Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17th day of June, 2022, by Douglas Stimple, as the CEO of the Manager for the Grantor.

Witness my hand and official seal.




Notary Public
My Commission Expires: 12-02-2025

Exhibit A
(Legal Description Attached)



JOB NO. 1185.20-05
JUNE 14, 2022
PAGE 1 OF 2

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

**LEGAL DESCRIPTION: RETREAT AT TIMBERRIDGE FILING NO. 2
TEMPORARY TURN AROUND EASEMENT**

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

A PARCEL OF LAND BEING CIRCULAR IN SHAPE HAVING A RADIUS OF 55.00 FEET WHOSE CENTER POINT BEARS N27°43'31"E, A DISTANCE OF 2654.35 FEET FROM THE CENTER-EAST 1/16 CORNER OF SAID SECTION 28.

CONTAINING A CALCULATED AREA OF 9503 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

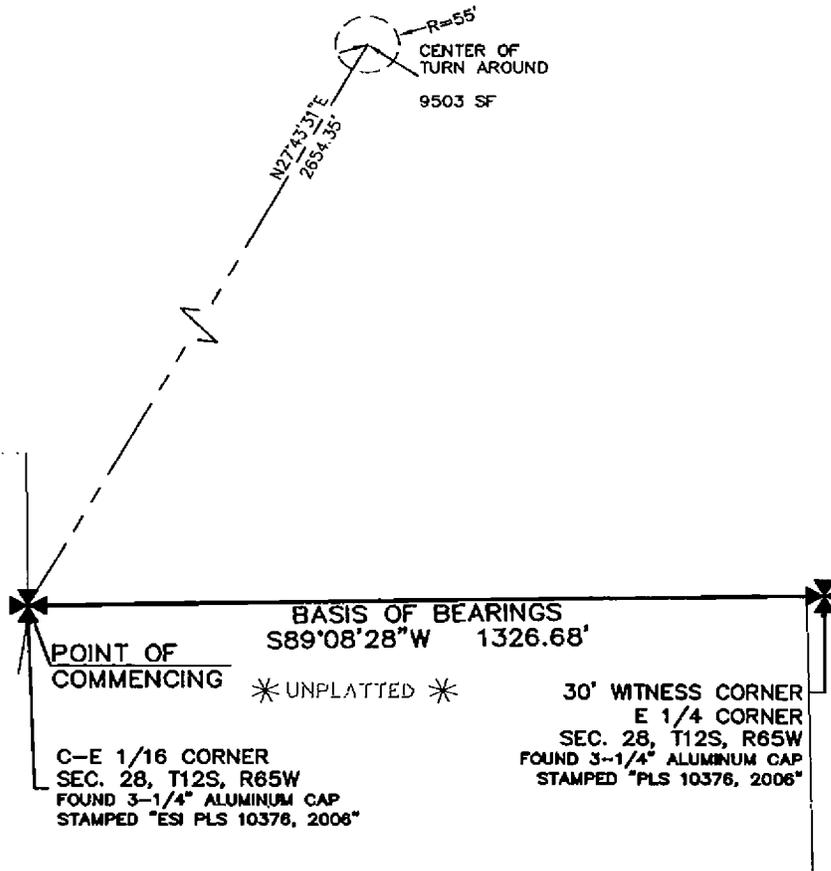
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

JUNE 14, 2022
DATE



619 North Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

RETREAT AT TIMBERRIDGE
 FIL. NO. 2
 TEMPORARY TURNAROUND EASEMENT
 JOB NO. 1185.20-05
 JUNE 14, 2022
 SHEET 2 OF 2



X:\118520\DRAWINGS\SURV\FX\BITS\05--118520 TURN AROUND.ESM 22 06-09.dwg, 6/14/2022 10:19:18 AM, 1:1



CLASSIC CONSULTING, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.



SCALE: 1" = 250'
 U.S. SURVEY FEET