



**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), GLEN DEVELOPMENT COMPANY (Developer) and GLEN METROPOLITAN DISTRICT #3 (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, the District provides various municipal services to certain real property in El Paso County, Colorado referred to as The Glen at Widefield; and

B. 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

C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as The Glen at Widefield Subdivision Filing No. 9; and

D. 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

E. 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

F. 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

G. 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

H. 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

I. WHEREAS, Developer desires to construct for the subdivision one (1) 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

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as Tract C – The Glen at Widefield Subdivision Filing No. 9 as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the property described in Exhibit B; and

L. WHEREAS, it is the County’s experience that subdivision developers and property owners 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

M. 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 property owners 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 Metro District’s failure to meet its obligations to do the same; and

N. 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 Metro District’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

O. 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 Metro District’s promises contained herein; and

P. 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

Q. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

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: Developer and the Metro District 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.

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, one (1) 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 its respective successors and assigns, 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.

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its 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 hereby grants the County and the Metro District 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 and the Metro District 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 Metro District and their respective successors and assigns, 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: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, 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.

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.

8. Contingencies of Subdivision Approval: Developer's and the Metro District'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. Conveyance of Tract C – The Glen at Widefield Subdivision Filing No. 9 as indicated on the final plat of the subdivision, from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the detention basin/BMP(s)), and recording of the Deed for the same; and

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. 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.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Metro District agree, for themselves, their respective successors and assigns, 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.

11. 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.

12. 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 Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. 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 Metro District 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 Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. 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.

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) of the Recitals set forth above is recorded and the Developer completes the construction of the detention basin/BMP(s) and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of Tract C – The Glen at Widefield Subdivision Filing No. 9 from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 6th day of May, 2020, by:

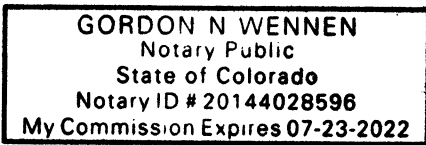
GLEN DEVELOPMENT COMPANY

By: [Signature]
J. Ryan Watson, Assistant Vice President

The foregoing instrument was acknowledged before me this 6th day of May, 2020, by J. Ryan Watson, Assistant Vice President, Glen Development Company.

Witness my hand and official seal.

My commission expires: July 23, 2022



[Signature]
Notary Public

Executed this 6th day of May, 2020, by:

Glen METROPOLITAN DISTRICT #3

By: [Signature]
J. Mark Watson President

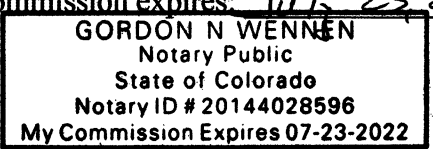
Attest:

By: [Signature]
J. Ryan Watson, Secretary

The foregoing instrument was acknowledged before me this 6th day of May, 2020, by J. Mark Watson President, and J. Ryan Watson, Secretary, Glen METROPOLITAN DISTRICT #3.

Witness my hand and official seal.

My commission expires: July 23 2022



[Signature]
Notary Public

Executed this 6th day of June, 2020, by:

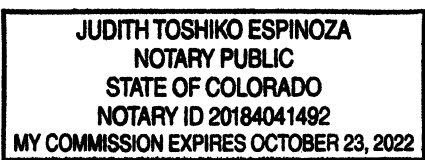
BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: [Signature]
Craig Dossey, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 6th day of JUNE, 2020, by CRAIG DOSSEY, Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: 23 OCT 2022



[Signature]
Notary Public

Approved as to Content and Form:

Hori K. Seago
Assistant County Attorney

Exhibit A

EXHIBIT A

LAND DESCRIPTION, THE GLEN AT WIDFIELD SUBDIVISION FILING NO. 9:

A tract of land located in a Portion of Sections 21 and 22, Township 15 South (T15S), Range 65 West (R65W) of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Beginning at the Northwest corner of the Glen at Widefield Subdivision No. 8 as recorded under Reception No. _____ in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado; Thence N53°29'23"W, a distance of 166.96 feet, Thence along the arc of a curve to the right, having a central angle of 44°45'21", a radius of 690.00 feet, an arc length of 538.99 feet; Thence N08°44'02"W, a distance of 522.83 feet; Thence along the arc of a curve to the right having a central angle of 08°48'48", a radius of 990.00 feet, an arc length of 152.28 feet; Thence along the arc of a reverse curve to the left, having a central angle of 90°23'24", a radius of 20.00 feet, an arc length of 31.55 feet; Thence S89°41'22"W, a distance of 164.24 feet; Thence S00°18'38"E, a distance of 125.00 feet; Thence S89°41'22"W, a distance of 210.00 feet; Thence S68°54'53"W, a distance of 42.79 feet; Thence S57°40'22"W, a distance of 89.89 feet; Thence N89°03'10"W, a distance of 89.89 feet; Thence N58°49'31"W, a distance of 59.34 feet; Thence N53°53'00"W, a distance of 42.88 feet; Thence S89°41'22"W, a distance of 57.81 feet; Thence N00°18'38"W, a distance of 354.40 feet to a point on the North line of the Southeast One-quarter (SE1/4) of said Section 21; Thence N89°41'22"E along the North line the Southeast One-quarter (SE1/4) of said Section 21, a distance of 381.45 feet; Thence N89°51'21"E, a distance of 1216.92 feet to a point on the Westerly line of a 110' GIG Gas Line Easement as recorded under Reception No. 202092771 in the records of the Clerk and Recorder's Office of said County; Thence S09°31'38"E along the Westerly line of said Gas Line Easement, a distance of 584.99 feet; Thence S07°21'14"E along the Westerly line of said Gas Line Easement, a distance of 328.34 feet to a point on the Northerly line of said Glen at Widefield Subdivision Filing No. 8; Thence along the arc of a non-tangential curve to the left and the Northerly line of said Glen at Widefield Subdivision Filing No. 8, having a central angle of 44°36'25", a radius of 225.00 feet, an arc length of 175.17 feet, whose chord bears S58°48'50"W; Thence continuing along the Northerly line of said Glen at Widefield Subdivision Filing No. 8, S36°30'37"W, a distance of 588.31 feet to the Point of Beginning.

Said tract contains 30.505 acres (1,328,801 S.F.) more or less.

TOGETHER WITH TRACT C LAND DESCRIPTION:

A Portion of Sections 21, 22, 27 and 28, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of the Glen at Widefield Subdivision Filing No. 6A as recorded under Reception No. _____ in the records of the Clerk and Recorder's Office of said County; Thence along the Easterly boundaries of the Glen at Widefield Subdivision Filing No.'s 6A (Receipt. No. 213713312), 6B (Receipt. No. 214713541) and 6C (Receipt. No. 215713589); the following thirty-nine (39) courses:

- 1.) N00°17'26"W, a distance of 81.12 feet; 2.) Thence N74°18'43"E, a distance of 64.03 feet; 3.) Thence N89°42'34"E, a distance of 156.77 feet; 4.) Thence N69°00'39"E, a distance of 89.31 feet; 5.) Thence N53°05'24"E, a distance of 408.47 feet; 6.) Thence N56°23'20"E, a distance of 94.06 feet; 7.) Thence N48°21'57"E, a distance of 78.00 feet; 8.) Thence N14°40'13"E, a distance of 79.69 feet; 9.) Thence N00°00'00"E, a distance of 80.83 feet; 10.) Thence N47°32'46"W, a distance of 83.98 feet; 11.) Thence N59°07'16"W, a distance of 43.67 feet; 12.) Thence N75°10'14"W, a distance of 41.66 feet; 13.) Thence N00°50'00"W, a distance of 74.00 feet; 14.) Thence S89°10'00"W, a distance of 120.00 feet; 15.) Thence N00°50'00"W, a distance of 653.56 feet; 16.) Thence along the arc of a curve to the left, having a central angle of 01°05'47", a radius of 1930.00 feet, an arc length of 36.93 feet; 17.) Thence N88°04'13"E, a distance of 125.00 feet; 18.) Thence N03°59'13"W, a distance of 147.54 feet; 19.) Thence S83°57'21"W, a distance of 125.00 feet; 20.) Thence along the arc of a non-tangential curve to the left, having a central angle of 23°44'05", a radius of 1930.00 feet, an arc length of 799.50 feet, whose chord bears N17°54'42"W; 21.) Thence N29°46'44"W, a distance of 59.51 feet; 22.) Thence along the arc of a curve to the right, having a central angle of 25°50'31", a radius of 50.00 feet, an arc length of 22.55 feet; 23.) Thence along the arc of a reverse curve to the left, having a central angle of 107°37'45", a radius of 50.00 feet, an arc length of 93.92 feet; 24.) Thence

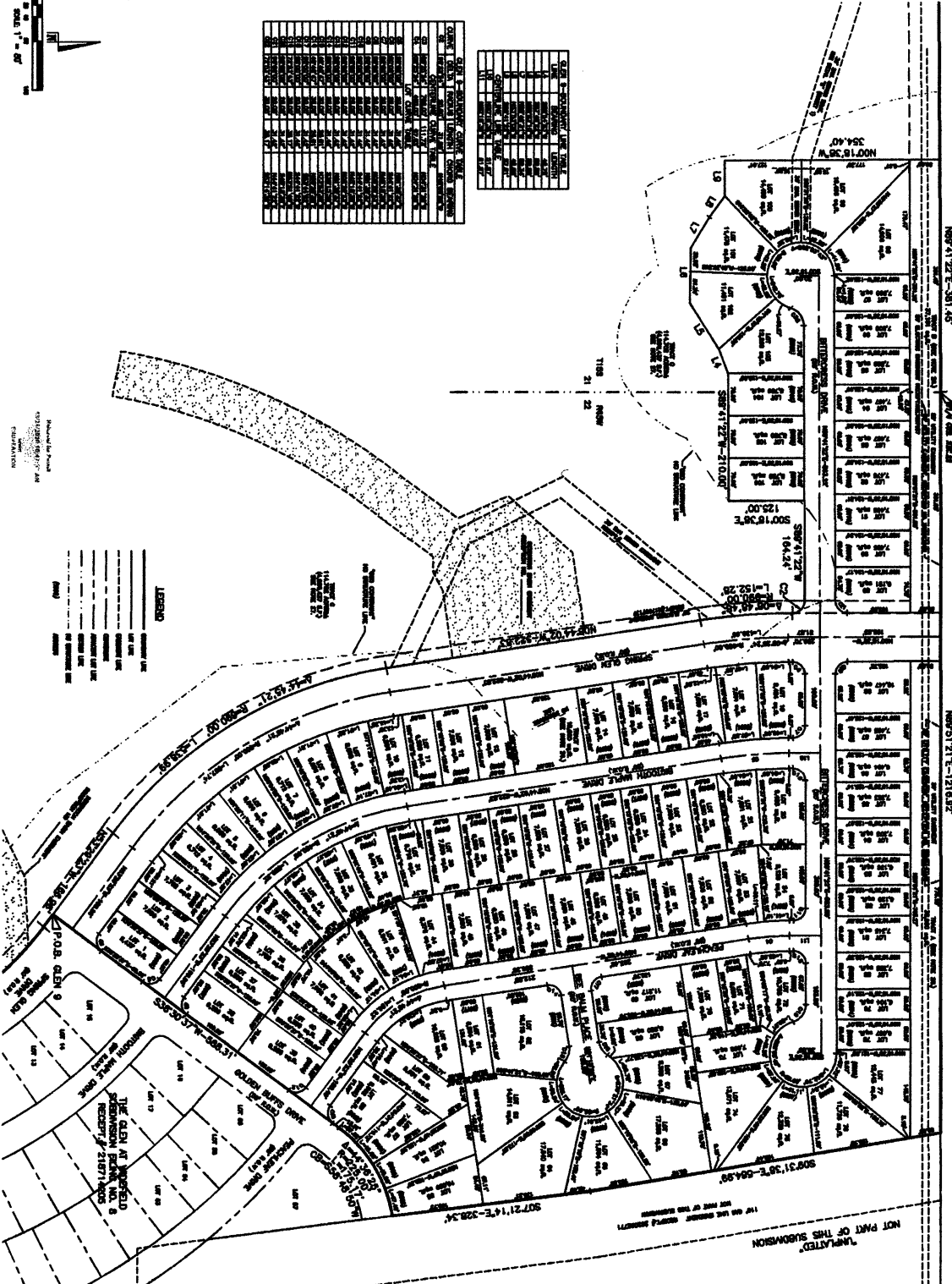
N21°33'57"W, a distance of 133.62 feet; 25.) Thence S52°29'14"W, a distance of 87.00 feet; 26.) Thence S60°13'10"W, a distance of 70.00 feet; 27.) Thence N29°46'50"W, a distance of 354.00 feet; 28.) Thence S60°13'10"W, a distance of 120.00 feet; 29.) Thence N29°46'50"W, a distance of 527.00 feet; 30.) Thence along the arc of a curve to the right, having a central angle of 12°35'05", a radius of 760.00 feet, an arc length of 166.93 feet; 31.) Thence along the arc of a compound curve to the right, having a central angle of 30°13'06", a radius of 50.00 feet, an arc length of 26.37 feet; 32.) Thence along the arc of a reverse curve to the left, having a central angle of 122°55'41", a radius of 50.00 feet, an arc length of 107.27 feet; 33.) Thence N19°54'14"W, a distance of 115.00 feet; 34.) Thence S69°15'09"W, a distance of 75.76 feet; 35.) Thence S86°15'29"W, a distance of 25.36 feet; 36.) Thence N00°40'30"W, a distance of 254.64 feet; 37.) Thence N88°13'59"W, a distance of 120.08 feet; 38.) Thence along a non-tangential curve to the right, having a central angle of 60°00'00", a radius of 50.00 feet, an arc length of 52.36 feet, whose chord bears N29°42'12"E; 39.) Thence along the arc of a reverse curve to the left, having a central angle of 150°00'50", a radius of 50.00 feet, an arc length of 130.91 feet to a point on the North line of the Southeast One-quarter (SE1/4) of said Section 21;

Thence N89°41'22"E along the North line of the Southeast One-quarter (SE1/4) of said Section 21, a distance of 1188.63 feet; Thence S00°18'38"E, a distance of 354.40 feet; Thence S89°41'22"E, a distance of 57.81 feet; Thence S53°53'00"E, a distance of 42.88 feet; Thence S58°49'31"E, a distance of 59.34 feet; Thence S89°03'10"E, a distance of 89.89 feet; Thence N57°40'22"E, a distance of 89.89 feet; Thence N68°54'53"E, a distance of 42.79 feet; Thence N89°41'22"E, a distance of 210.00 feet; Thence N00°18'38"W, a distance of 125.00 feet; Thence N89°41'22"E, a distance of 164.24 feet; Thence along the arc of a curve to the right, having a central angle of 90°23'24", a radius of 20.00 feet, an arc length of 31.55 feet; Thence along the arc of a reverse curve to the left, having a central angle of 08°48'48", a radius of 990.00 feet, an arc length of 152.28 feet; Thence S08°44'02"E, a distance of 522.83 feet; Thence along the arc of a curve to the left, having a central angle of 44°45'21", a radius of 690.00 feet, an arc length of 538.99 feet; Thence S53°29'23"E, a distance of 191.96 feet; Thence along the arc of a curve to the right, having a central angle of 66°07'14", a radius of 525.00 feet, an arc length of 605.86 feet; Thence S12°37'51"W, a distance of 528.19 feet; Thence along the arc of a curve to the left, having a central angle of 35°16'00", a radius of 840.00 feet, an arc length of 517.04 feet; Thence S22°38'09"E, a distance of 308.02 feet; Thence along the arc of a curve to the left, having a central angle of 36°23'00", a radius of 610.00 feet, an arc length of 387.35 feet to the Northeast corner of the Jimmy Camp Lift Station as recorded under Reception No. 205032403 in the records of the Clerk and Recorder's Office of said County; Thence N76°15'09"W along the North line of said Jimmy Camp Lift Station, a distance of 73.86 feet; Thence S17°29'04"W along the West line of said Jimmy Camp Lift Station, a distance of 288.96 feet to the Southwest corner of said Jimmy Camp Lift Station; Thence S89°52'30"W, a distance of 992.47 feet; Thence S89°42'34"W, a distance of 618.49 feet to the Point of Beginning.

Said tract contains 114.702 acres (4,996,437 S.F.) more or less.
Combined tracts contain 145.207 acres (6,325,238 S.F.) more or less.

THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 9

A portion of the Southeast One-quarter (SE1/4), Section 21 and the Southeast One-quarter (SW1/4) of Section 22
 Township 15 South (T15S), Range 85 West (R85W) of the 6th P.M.
 County of El Paso, State of Colorado



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67	0.12	...
68	0.12	...
69	0.12	...
70	0.12	...
71	0.12	...
72	0.12	...
73	0.12	...
74	0.12	...
75	0.12	...
76	0.12	...
77	0.12	...
78	0.12	...
79	0.12	...
80	0.12	...
81	0.12	...
82	0.12	...
83	0.12	...
84	0.12	...
85	0.12	...
86	0.12	...
87	0.12	...
88	0.12	...
89	0.12	...
90	0.12	...
91	0.12	...
92	0.12	...
93	0.12	...
94	0.12	...
95	0.12	...
96	0.12	...
97	0.12	...
98	0.12	...
99	0.12	...
100	0.12	...

PINNACLE LAND SURVEYING COMPANY, INC.
 121 COUNTY ROAD 5, DIVIDE, CO 687-7360

NOT PART OF THIS SUBDIVISION
 UNPLATTED

THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 9

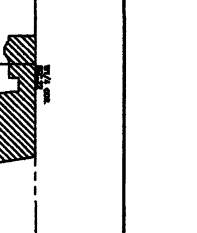
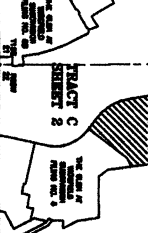
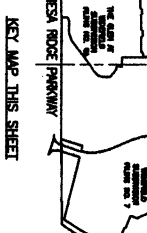
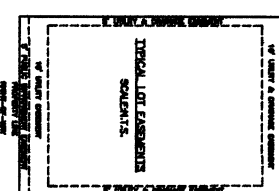
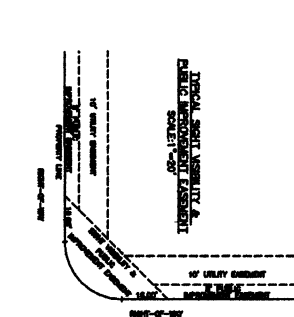


Exhibit B

EXHIBIT A

DETENTION BASIN LAND DESCRIPTION:

A detention basin located in a portion of Sections 21 and 22, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows: Commencing at the Southeast corner of Lot 106, The Glen at Widefield Subdivision Filing No 9 as recorded under Reception No. _____ in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado; Thence S43°40'37"E, a distance of 324.64 feet to a point the Westerly Right-of-Way line of Spring Glen Drive and the Point of Beginning of the tract herein described:

Thence along said Westerly Right-of-Way line S08°44'02"E, a distance of 221.05 feet; Thence S81°15'58"W, a distance of 111.91 feet; Thence S62°38'50"W, a distance of 34.25 feet; Thence N89°12'44"W, a distance of 20.28 feet; Thence S38°19'01"W, a distance of 117.96 feet; Thence along the arc of a curve to the left, having a central angle of 28°24'27", a radius of 974.85 feet, an arc length of 483.33 feet; Thence N78°54'54"W, a distance of 75.01 feet; Thence along the arc of a non-tangential curve to the right, having a central angle of 28°19'25", a radius of 1049.85 feet, an arc length of 518.98 feet, whose chord bears N24°09'19"E; Thence N38°19'01"E, a distance of 105.86 feet; Thence N23°37'51"W, a distance of 94.57 feet; Thence N41°03'56"E, a distance of 140.40 feet; Thence N81°15'58"E, a distance of 141.50 feet to the Point of Beginning.

Said tract contains 2.146 acres (93,465 S.F.) more or less.

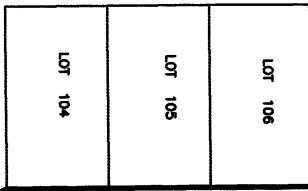
For and on Behalf of
Pinnacle Land Surveying Co., Inc.
John W. Towner
P.L.S. #25968

PINNACLE LAND SURVEYING, INC. 121 County Road 5, Divide, CO 80814		
EXHIBIT A		
TITLE: DETENTION BASIN LAND DESCRIPTION		
SCALE: 1" = 100'	DRAWN BY: MWW	FILE: 1600000-DETENTION BASIN
DATE: 12/07/17	CHECKED BY: JMT	JOB NO. 16000600

THE GLEN AT WIDEFIELD
SUBDIVISION FILING NO. 9

BITTERCRESS PLACE
(50' R.O.W.)

EXHIBIT B



P.O.C.

∠=08°48'48"
R=90.00'
L=152.28'

20' ELECTRIC EASEMENT
RECEPT #

S43°40'37"E-324.64'

TRACT C

N81°15'58"E
141.50'

P.O.B.
S08°44'02"E-522.83'
221.05'
THE GLEN AT WIDEFIELD
SUBDIVISION FILING NO. 9
SPRING GLEN DRIVE
(60' R.O.W.)

DETENTION BASIN
2.146 ACRES±
(93,465 S.F.)

N41°03'56"E
140.40'

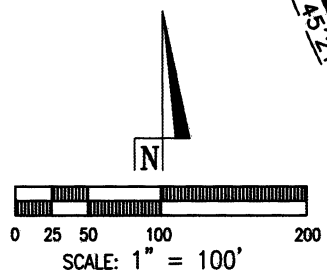
N23°37'51"W
94.57'

N38°19'01"E
105.86'

S81°15'58"W
111.91'
S62°38'50"W
34.35'
N89°12'44"W
20.28'

N78°54'54"W
75.01'
D=28°19'25" R=1049.85' L=518.98'
CB=N24°09'19"E
D=28°24'27" R=974.85' L=483.33'

∠=44°45'21" R=590.00'



For and on Behalf of
Pinnacle Land Surveying Co., Inc.
John W. Towner
P.L.S. #25968

PINNACLE LAND SURVEYING, INC. 121 County Road 5, Divide, CO 80814		
EXHIBIT B		
TITLE: DETENTION BASIN LAND DESCRIPTION		
SCALE: 1" = 100'	DRAWN BY: LWN	FILE: 17003700-DETENTION BASIN
DATE: 12/07/17	CHECKED BY: JNT	JOB NO. 17003700