

**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 **WINSOME, LLC** (Developer) and **WINSOME METROPOLITAN DISTRICT NO 1** (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 **Winsome Filing No 1**; 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 **Winsome Filing No 1**; 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 **four (4)** 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 designated as Offsite Public Drainage Easement, 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 **together with the access road easement described in Exhibit B**, 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, **four (4)** 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 / Covenant Running With the Land: 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 **Public Drainage Easement**, 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
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s).

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 Public Drainage Easement from Developer to the Metro District.

16. Subordination of Deed of Trust. McCune Ranch, LLC, a Colorado limited liability company, is the beneficiary (Beneficiary) under that certain deed of trust recorded in the records of the El Paso County Clerk and Recorder at reception number 220044440 on 3/31/2020 (Deed of Trust). The Deed of Trust encumbers all or a portion of the property described in **Exhibit B** hereto. Beneficiary consents and agrees that the Deed of Trust, and Beneficiary's interests thereunder, are hereby subordinated to the interests of the County and Metro District in such property as set forth in this Agreement such that the Deed is Trust is subordinate and inferior in all respects to the interests of the County and Metro District in the property set forth in **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

Winsome, LLC

By: _____

Andrew J. Biggs, Manager

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Andrew J. Biggs, Manager, Winsome, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

WINSOME METROPOLITAN DISTRICT NO 1

By: _____
Andrew J. Biggs, President

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by **Andrew J. Biggs, President, WINSOME METROPOLITAN DISTRICT NO 1**

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 _____,
2017, 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

BENEFICIARY: Solely with respect the subordination in Section 16 above, Beneficiary hereby agrees to be bound.

McCune Ranch, LLC,
a Colorado limited liability company

By: _____
Name: Mary Sue McCune Liss
Title: Manager
Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
Mary Sue McCune Liss, Manager of McCune Ranch, LLC, a Colorado limited liability
company_____.

Witness my hand and official seal.

Notary Public _____ Notary Public

My Commission Expires: _____

Exhibit A

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S00°14'17"W, A DISTANCE OF 1,684.27 FEET TO THE POINT OF BEGINNING; THENCE S89°41'23"E, A DISTANCE OF 820.25 FEET; THENCE N29°41'56"E, A DISTANCE OF 768.98 FEET; THENCE S89°45'39"E, A DISTANCE OF 128.26 FEET; THENCE S69°47'19"E, A DISTANCE OF 306.30 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69°47'19"W, HAVING A DELTA OF 2°06'42", A RADIUS OF 1,790.00 FEET, A DISTANCE OF 65.97 FEET TO A POINT A POINT OF TANGENT; THENCE N18°06'10"E, A DISTANCE OF 383.72 FEET; THENCE N19°13'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°13'35"E, HAVING A DELTA OF 50°01'50", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 1,283.60 FEET TO A POINT ON CURVE; THENCE N30°48'16"W, A DISTANCE OF 58.07 FEET; THENCE N54°25'41"E, A DISTANCE OF 240.00 FEET; THENCE S40°33'13"E, A DISTANCE OF 117.62 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N40°33'13"W, HAVING A DELTA OF 7°37'13", A RADIUS OF 1,530.00 FEET A DISTANCE OF 203.49 FEET TO A POINT OF TANGENT; THENCE N41°49'33"E, A DISTANCE OF 100.05 FEET; THENCE S34°15'42"E, A DISTANCE OF 1,176.07 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N38°44'46"W, HAVING A DELTA OF 3°31'19", A RADIUS OF 3,970.00 FEET, A DISTANCE OF 244.03 FEET TO A POINT OF TANGENT; THENCE S54°46'33"W, A DISTANCE OF 146.74 FEET; THENCE S35°13'27"E, A DISTANCE OF 60.00 FEET; THENCE N54°46'33"E, A DISTANCE OF 146.74 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 3°27'19", A RADIUS OF 4,030.00 FEET, A DISTANCE OF 243.03 FEET TO A POINT ON CURVE; THENCE S32°53'11"E, A DISTANCE OF 363.08 FEET; THENCE S21°16'12"E, A DISTANCE OF 333.95 FEET; THENCE S10°20'00"E, A DISTANCE OF 247.91 FEET; THENCE S00°29'45"E, A DISTANCE OF 484.81 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S89°30'15"W ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4,535.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 922.65 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,161,246 SQUARE FEET OR 164.400 ACRES.

Exhibit B

Legal Description for Public Drainage Easement containing four (4) parcels and one (1) access road.



EXHIBIT B

LEGAL DESCRIPTION: POND B EASEMENT

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

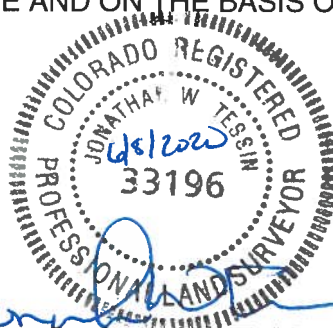
BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S20°12'43"E, A DISTANCE OF 1,726.12 FEET TO THE POINT OF BEGINNING; THENCE N70°00'00"E, A DISTANCE OF 62.32 FEET; THENCE S20°00'00"E, A DISTANCE OF 30.71 FEET; THENCE N70°00'00"E, A DISTANCE OF 30.77 FEET; THENCE S20°00'00"E, A DISTANCE OF 120.51 FEET; THENCE S70°00'00"W, A DISTANCE OF 215.16 FEET; THENCE N20°00'00"W, A DISTANCE OF 130.51 FEET; THENCE N70°00'00"E, A DISTANCE OF 122.07 FEET; THENCE N20°00'00"W, A DISTANCE OF 20.71 FEET TO THE POINT OF BEGINNING; WHENCE THE NORTHWEST QUARTER OF SAID SECTION 24, BEARS N07°49'44"W, A DISTANCE OF 4,296.84 FEET.

CONTAINING A CALCULATED AREA OF 29,063 SQUARE FEET OR 0.667 ACRES.

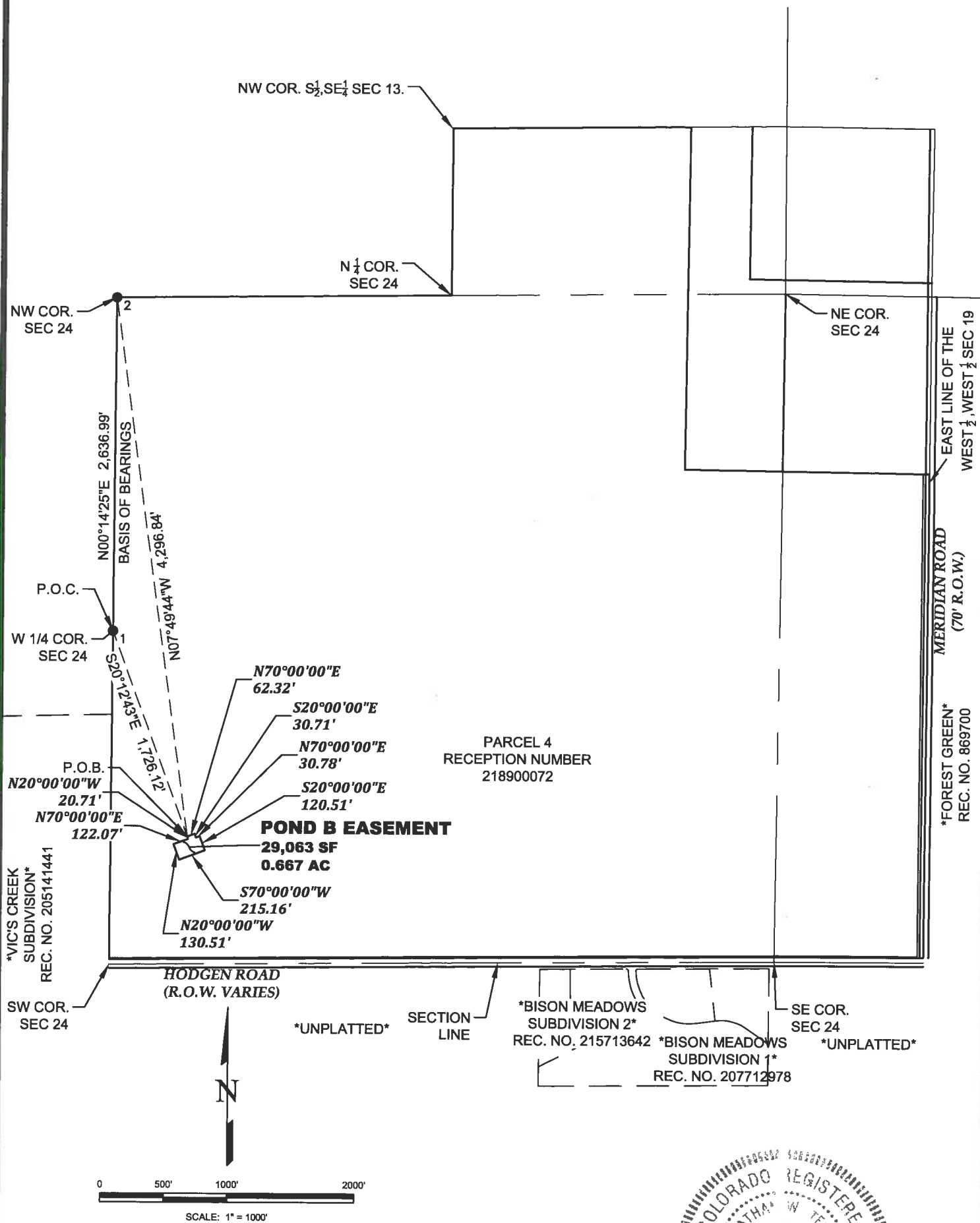
LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B



LEGEND:

- ₁ FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
- ₂ FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216
06-03-2020
POND B ESMT

4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240
JOB NO. 1858-00
SHEET 2 OF 2





EXHIBIT B

LEGAL DESCRIPTION: POND C EASEMENT

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S60°33'47"E, A DISTANCE OF 1,655.07 FEET TO THE POINT OF BEGINNING; THENCE S71°57'48"E, A DISTANCE OF 258.86 FEET; THENCE S18°06'10"W, A DISTANCE OF 136.73 FEET; THENCE N71°57'48"W, A DISTANCE OF 223.70 FEET; THENCE N18°02'12"E, A DISTANCE OF 87.33 FEET; THENCE N71°57'48"W, A DISTANCE OF 35.00 FEET; THENCE N18°02'12"E, A DISTANCE OF 49.40 FEET TO THE POINT OF BEGINNING; WHENCE THE NORTHWEST QUARTER OF SAID SECTION 24, BEARS N22°30'59"W, A DISTANCE OF 3,735.10 FEET.

CONTAINING A CALCULATED AREA OF 32,325 SQUARE FEET OR 0.742 ACRES.

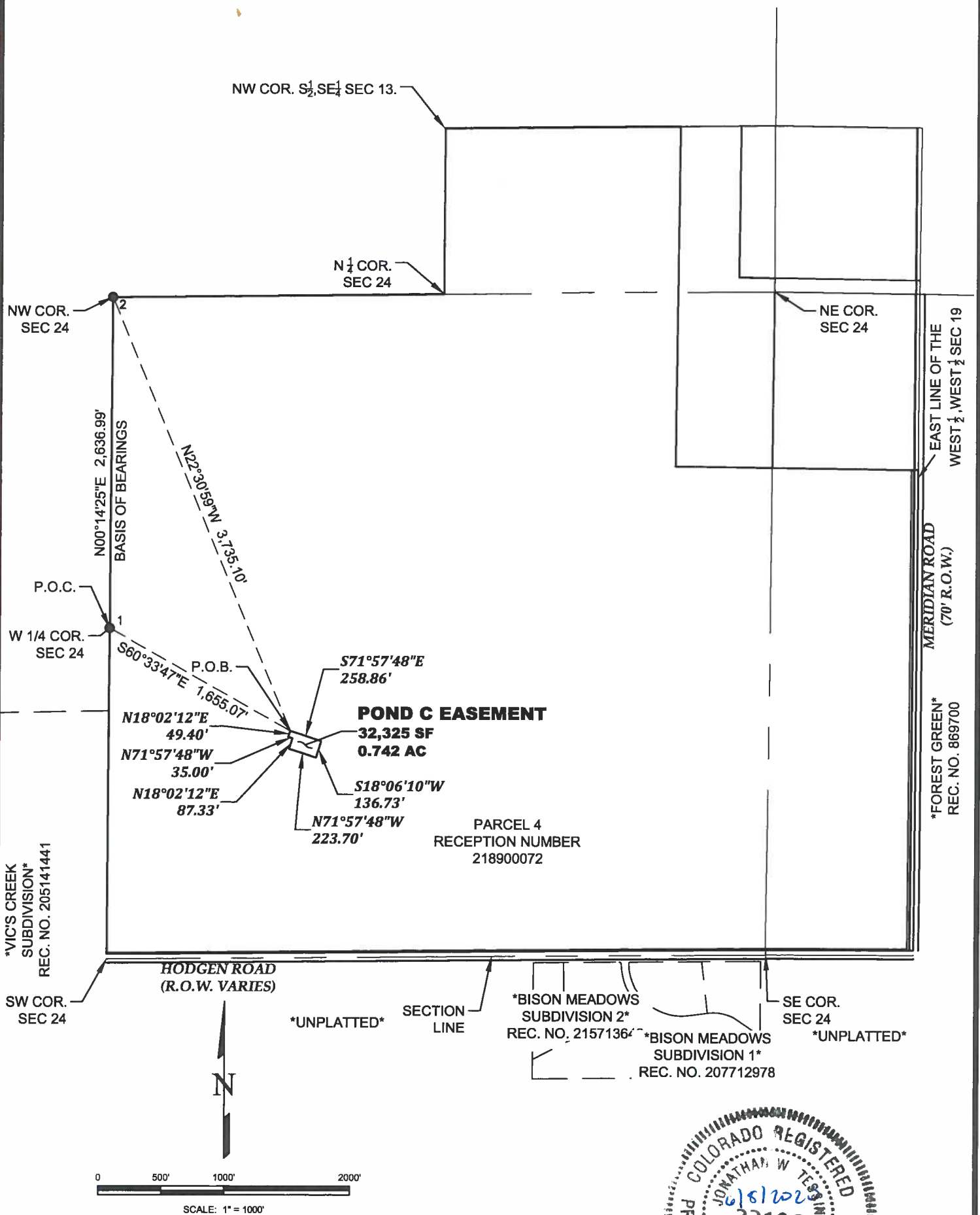
LEGAL DESCRIPTION STATEMENT

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JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B



LEGEND:

- ₁ FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
- ₂ FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING

THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216
06-03-2020
POND C ESMT

4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240
JOB NO. 1858-00
SHEET 2 OF 2

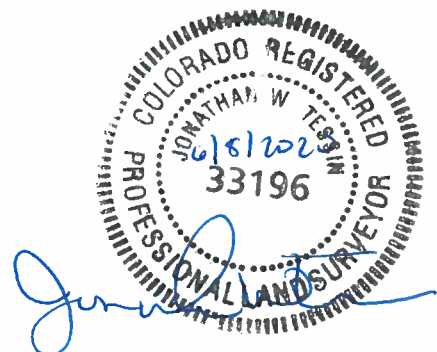




EXHIBIT B

LEGAL DESCRIPTION: POND D EASEMENT

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

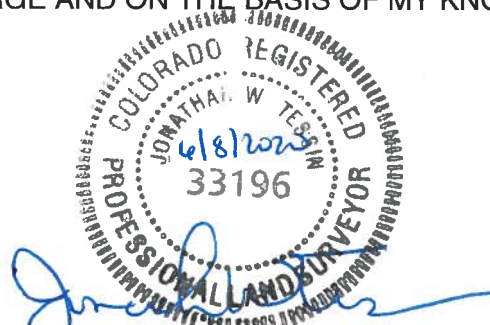
BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S85°36'54"E, A DISTANCE OF 2,762.20 FEET TO THE POINT OF BEGINNING; THENCE S65°00'00"E, A DISTANCE OF 159.65 FEET; THENCE S25°00'00"W, A DISTANCE OF 218.11 FEET; THENCE S40°00'00"E, A DISTANCE OF 134.62 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N25°44'44"W, HAVING A DELTA OF 12°17'07", A RADIUS OF 1,470.00 FEET; A DISTANCE OF 315.19 FEET TO A POINT ON CURVE, THENCE N65°00'00"W, A DISTANCE OF 57.67 FEET, THENCE N25°00'00"E, A DISTANCE OF 495.90 FEET TO THE POINT OF BEGINNING; WHENCE THE NORTHWEST QUARTER OF SAID SECTION 24, BEARS N43°55'23"W, A DISTANCE OF 3,954.29 FEET.

CONTAINING A CALCULATED AREA OF 86,623 SQUARE FEET OR 1.989 ACRES.

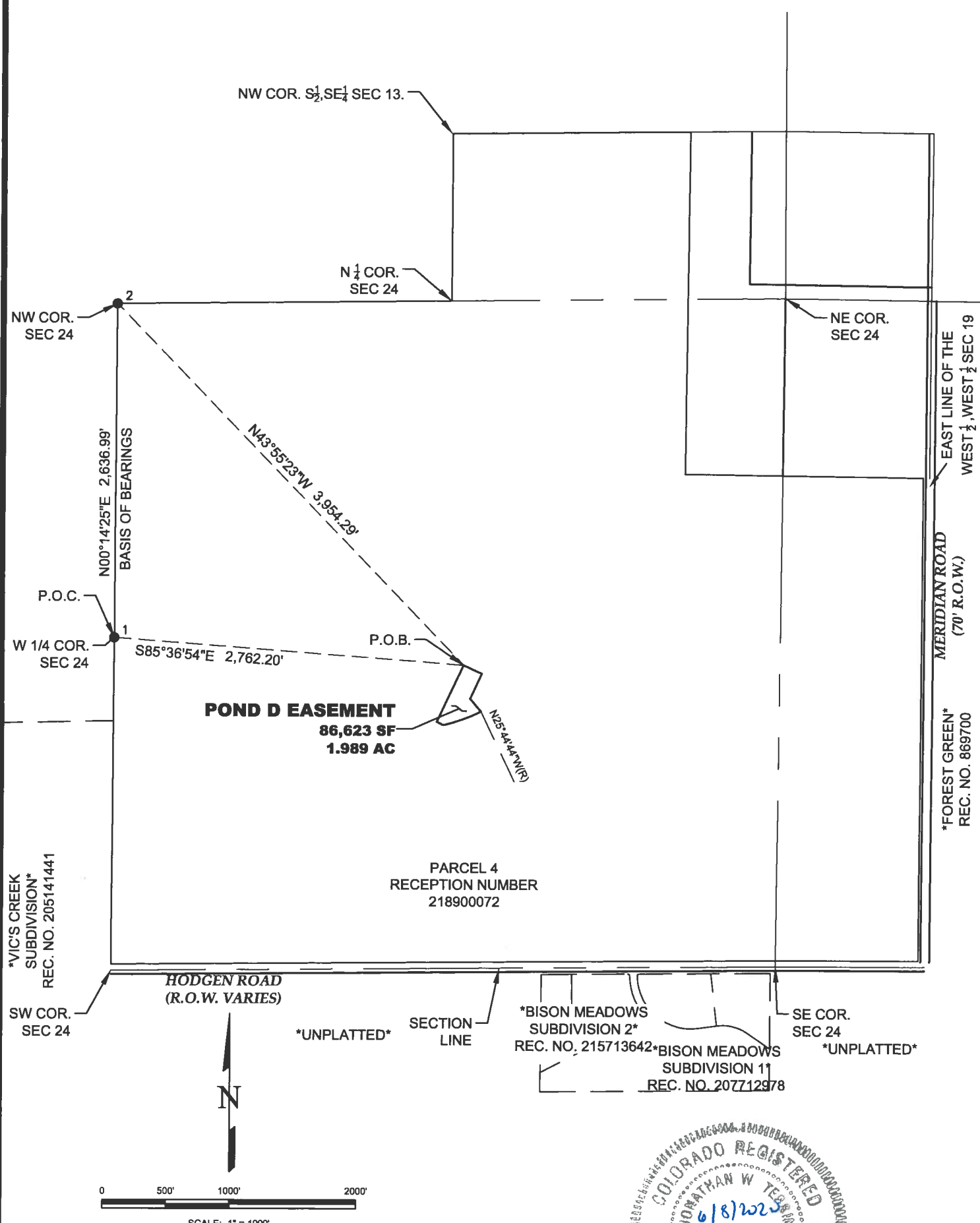
LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

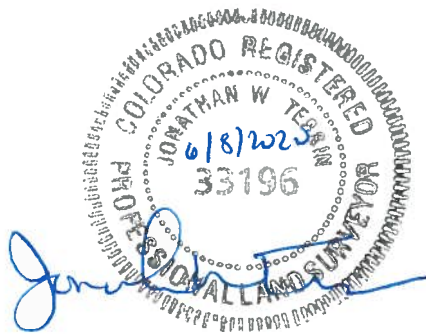
EXHIBIT B



LEGEND:

- ₁ FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
- ₂ FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- (R) RADIAL BEARING

THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. 4732 Eagleridge Circle
Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
06-03-2020 JOB NO. 1858-00
POND D ESMT SHEET 2 OF 2



EXHIBIT B

LEGAL DESCRIPTION: POND 3 EASEMENT

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE N69°47'02"E, A DISTANCE OF 3,367.33 FEET TO THE POINT OF BEGINNING; THENCE N00°30'47"W, A DISTANCE OF 219.58 FEET, THENCE N89°29'13"E, A DISTANCE OF 324.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 75.09 FEET; THENCE N90°00'00"E, A DISTANCE OF 30.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 74.82 FEET; THENCE N89°29'13"E, A DISTANCE OF 305.42 FEET; THENCE S00°30'47"E, A DISTANCE OF 199.58 FEET; THENCE N89°29'13"E, A DISTANCE OF 164.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT; WHOSE CENTER BEARS N89°56'50"W, HAVING A DELTA OF 00°41'41", A RADIUS OF 1,650.00 FEET, A DISTANCE OF 20.01 FEET TO A POINT ON CURVE; THENCE S89°29'13"W, A DISTANCE OF 823.60 FEET; TO THE POINT OF BEGINNING; WHENCE THE NORTHWEST QUARTER OF SAID SECTION 24, BEARS N64°55'30"W, A DISTANCE OF 3,476.48 FEET.

CONTAINING A CALCULATED AREA OF 150,335 SQUARE FEET OR 3.451 ACRES.

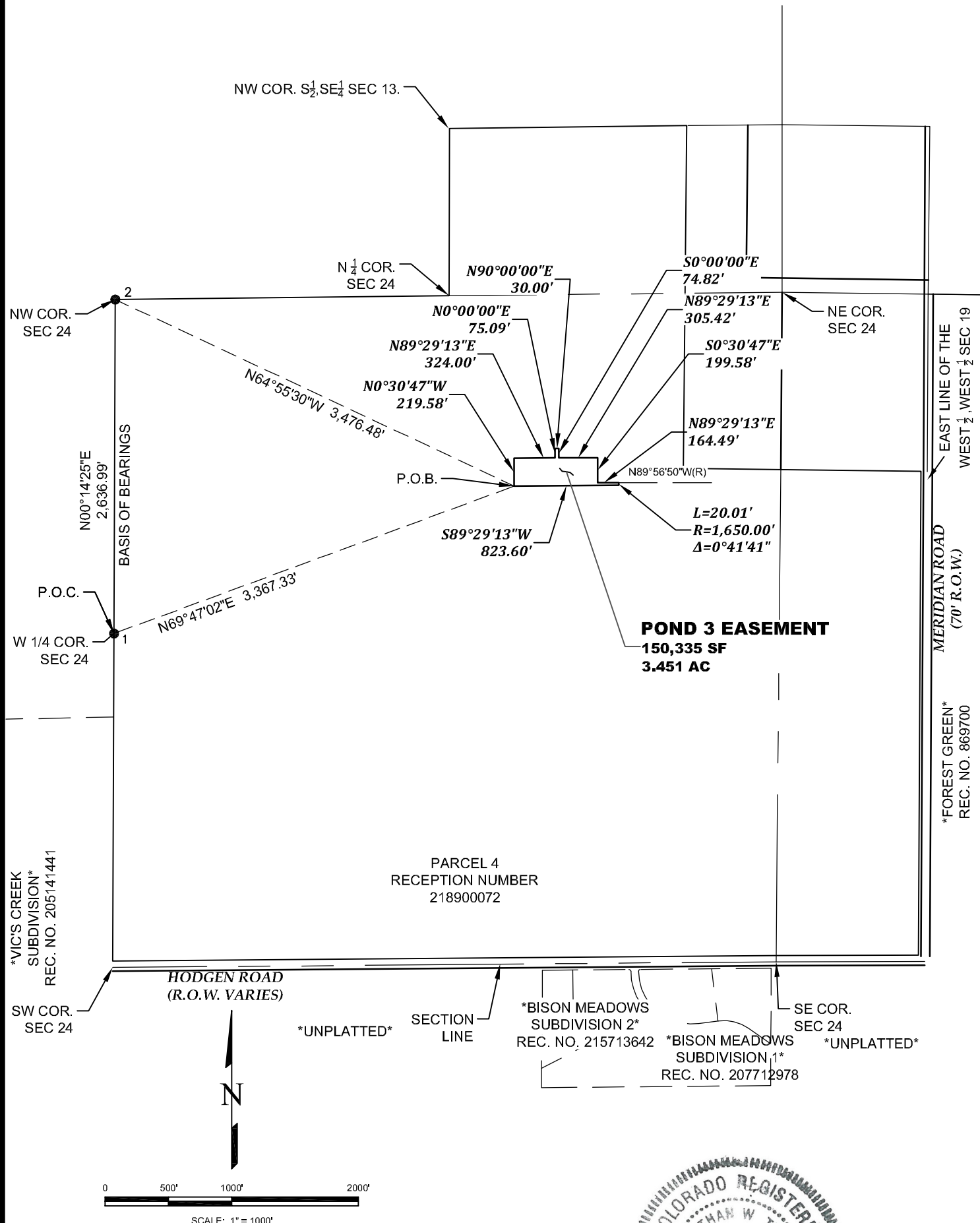
LEGAL DESCRIPTION STATEMENT

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JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B



LEGEND:

- 1 FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
- 2 FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- (R) RADIAL BEARING

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08-25-2020 JOB NO. 1858-00
POND 3 ESMT SHEET 2 OF 2



EXHIBIT B

LEGAL DESCRIPTION: ACCESS EASEMENT

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S83°23'07"E, A DISTANCE OF 3,231.87 FEET TO THE POINT OF BEGINNING; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N40°33'13"W, HAVING A DELTA OF 07°37'13", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 195.51 FEET TO A POINT OF TANGENT, THENCE N41°49'33"E, A DISTANCE OF 207.94 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 27°50'24", A RADIUS OF 1,384.00 FEET, A DISTANCE OF 672.48 FEET TO A POINT ON CURVE; THENCE N19°05'31"W, A DISTANCE OF 124.83 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 29°03'11", A RADIUS OF 990.00 FEET, A DISTANCE OF 502.00 FEET, TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 14°20'11", A RADIUS OF 1,650.00 FEET, A DISTANCE OF 412.86 FEET TO A POINT ON CURVE; THENCE N85°37'29"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S85°37'29"W, HAVING A DELTA OF 14°20'11", A RADIUS OF 1,710.00 FEET, A DISTANCE OF 427.87 FEET TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING DELTA OF 29°03'11", A RADIUS OF 930.00 FEET, A DISTANCE OF 471.58 FEET TO A POINT OF TANGENT; THENCE S19°05'31"E, A DISTANCE OF 124.83 FEET; THENCE S17°51'00"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S17°51'00"E, HAVING A DELTA OF 30°19'27", A RADIUS OF 1,324.00 FEET, A DISTANCE OF 700.73 FEET TO A POINT OF TANGENT; THENCE S41°49'33"W, A DISTANCE OF 207.94 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 7°37'13", A RADIUS OF 1,530.00 FEET; A DISTANCE OF 203.49 FEET TO A POINT ON CURVE; THENCE N40°33'13"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; WHENCE THE NORTHWEST QUARTER OF SAID SECTION 24, BEARS N46°45'12"W, A DISTANCE OF 4,392.17 FEET.

CONTAINING A CALCULATED AREA OF 129,349 SQUARE FEET OR 2.969 ACRES.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

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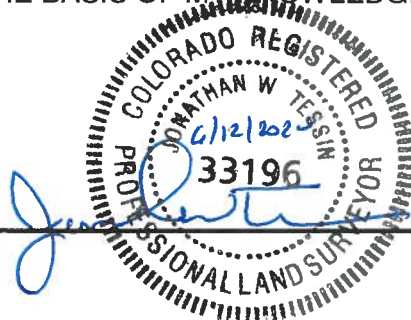
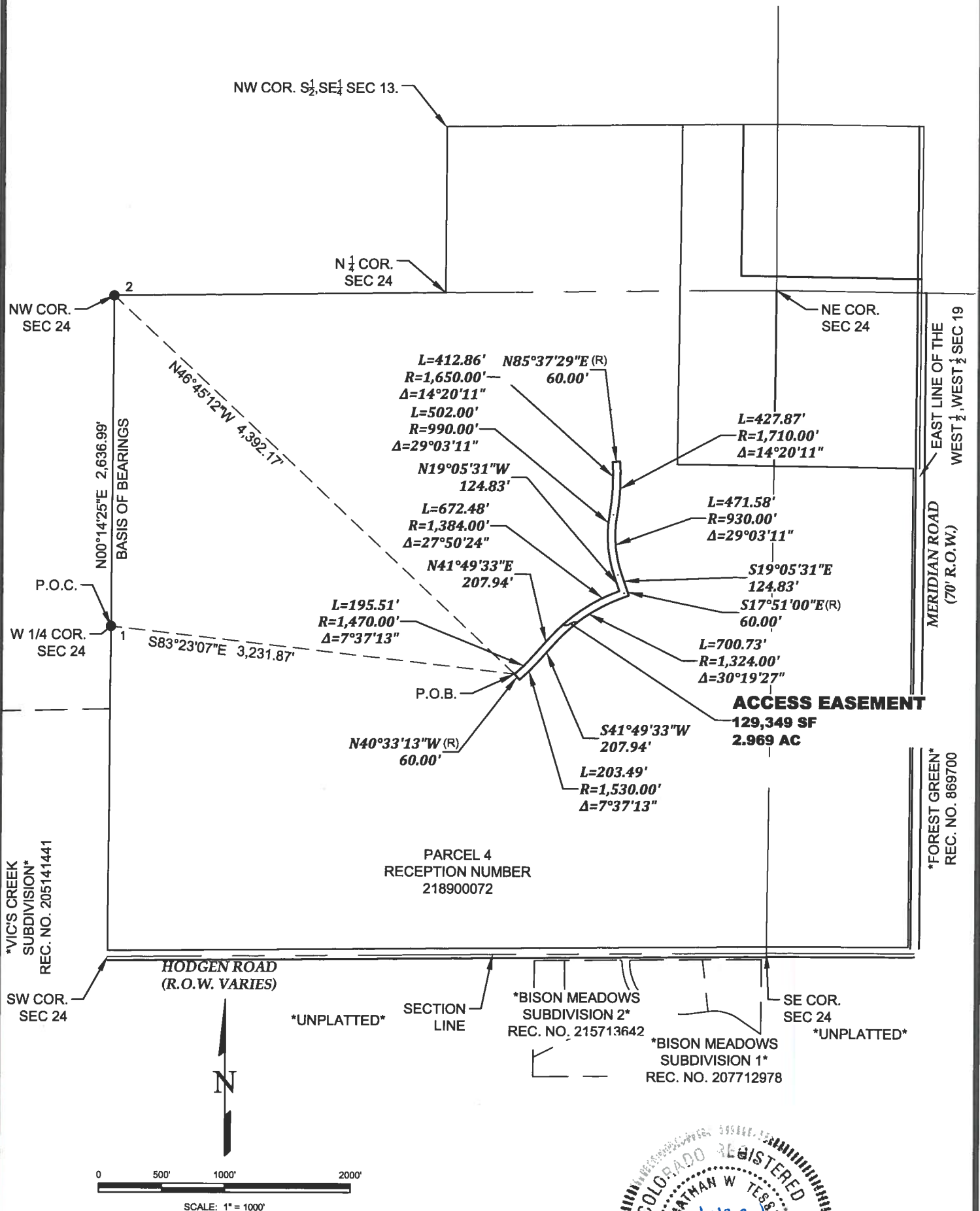


EXHIBIT B



LEGEND:

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- ₂ FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
- P.O.B. POINT OF BEGINNING
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